

**UNDER** Schedule 1 of the Resource Management  
Act 1991 (the Act)

**IN THE MATTER OF** Proposed Change 1 to the Regional Policy  
Statement for the Wellington Region

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**JOINT WITNESS STATEMENT OF PLANNING EXPERTS**  
**CLIMATE RESILIENCE, NATURE-BASED SOLUTIONS & NATURAL**  
**HAZARDS**

**16 OCTOBER 2023**

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## INTRODUCTION

- 1 This joint witness statement relates to expert conferencing of planning experts on the topics of climate resilience, nature-based solutions, and natural hazards for Proposed Change 1 (**PC1**) to the Regional Policy Statement for the Wellington Region (**RPS**).
- 2 The expert conferencing was held on 16 October 2023 via Microsoft Teams. This joint witness statement was finalised via email exchange following the completion of the session.
- 3 Attendees at the conference were:
  - a) Pam Guest, s42A reporting officer for Greater Wellington Regional Council on the nature-based solutions topic (**PG**)
  - b) Iain Dawe, s42A reporting officer for Greater Wellington Regional Council on the natural hazards topic (**ID**)
  - c) James Beban, s42A reporting officer for Greater Wellington Regional Council on the natural hazards topic (**JB**)
  - d) Michael Rachlin, for Porirua City Council (**MR**)
  - e) Maggie Burns, for Rangitane o Wairarapa (**MBu**)
  - f) Mitch Lewandowski, for Peka Peka Farm Ltd (**ML**)
  - g) Murray Brass, for the Minister for Conservation (**MBr**)
  - h) Torrey McDonnell, for Porirua City Council (**TM**)
  - i) Kirsty O'Sullivan, for Wellington International Airport Limited (**KO**)
  - j) Tom Anderson, for the Telecommunications companies (**TA**)
  - k) Victoria Woodbridge, for Kāinga Ora (**VW**)
  - l) Jordyn Landers, for Horticulture New Zealand (**JL**)
  - m) Suzanne Rushmere, Upper Hutt City Council (**SR**)
  - n) Cath Heppelthwaite, for Waka Kotahi (**CHe**)
  - o) Caroline Horrox, Wellington Water Limited (**CHo**)

- 4 The session was facilitated by Jason Jones, Principal Consultant with Resource Management Group.
- 5 Notes were taken by Richard Sheild, Senior Policy Advisor for Greater Wellington Regional Council.

## **CODE OF CONDUCT**

- 6 Although this is a Council hearing process, this joint statement has been prepared in accordance with section 9.5 of the Environment Court Code of Conduct for Expert Witnesses 2023.

## **ASSUMPTIONS, PURPOSE AND SCOPE OF CONFERENCING**

- 7 Discussions were limited to the scope of evidence presented at Hearing Stream 3 – Climate Change, held 28<sup>th</sup> August-31 August 2023.
- 8 As requested by the Panel, the conferencing and this Joint Witness Statement provide:
- a) drafting assistance to the Panel; and
  - b) a clear indication of – matters that are not in contention, matters that are agreed during conferencing, and matters that remain in contention.

## **INDEX OF TOPICS DISCUSSED**

- 9 Discussions between the experts addressed the following topics:
- a) Matters agreed as not in contention;
  - b) Topic 1 – The definition of *nature-based solutions*;
  - c) Topic 2 – Objective CC.4;
  - d) Topic 3 – Policies CC.4, 4A, 14, 14A;
  - e) Topic 4 – Objective CC.5;
  - f) Topic 5 – Method CC.4
  - g) Topic 6 – Objective 19;
  - h) Topic 7 – Objective 20;

- i) Topic 8 – Objective 21;
  - j) Topic 9 – Policy 29;
  - k) Topic 10 – Policy 51;
  - l) Topic 11 – Policy 52;
  - m) Topic 12 – Policy CC.16; and
  - n) Topic 13 – Method 22.
- 10 All experts were present at the commencement of the conference, but some participants were only actively involved in discussions during selected intervals.
- 11 All experts discussed matter a) above.
- 12 The remaining topics were attended by experts who had an interest in the topic at hand. Attendance varied from topic to topic.
- 13 Each Topic heading records the relevant conferencing experts at the outset.
- 14 Some agenda items and relevant provisions were not able to be addressed, and the experts refer the Panel to their respective evidence in relation to matters not otherwise discussed below.

## **MATTERS AGREED AS NOT IN CONTENTION**

### *Participating experts: All*

- 15 The experts agree that the following provisions are not in contention:
- a) Policy CC.17
  - b) Methods 14 and 23
  - c) Definitions for *permanent forest, plantation forest, highly erodible land, and water-sensitive urban design*
  - d) Policies CC.7 and CC.12
  - e) Method CC.9

## TOPIC 1 – The definition of ‘nature-based solutions’

Participating experts: MR, CHO, SR, PG, ID

### ***Agreed matters***

16 The experts did not reach a consensus on the proposed definition.

### ***Matters remaining in contention***

17 The following matters remain in contention.

### ***Opening sentence of the definition***

18 ID, PG, SR, and CHO agree that the opening sentence of the definition should be amended as below to refer to ‘use and management of natural ecosystems and processes’, whilst also retaining reference to engineered solutions mimicking natural process. They agreed that ecosystems and natural processes are important elements to be addressed in the definition. They also agreed that it is important to retain specific reference to the resilience and well-being of indigenous biodiversity as this is a core requirement of a Nature-based solution, though CHO emphasised the importance of resilience itself, with biodiversity being just one relevant component.

#### **Definition: nature-based solutions -**

Actions to protect, enhance, or restore Use and management of natural ecosystems and processes, and or the incorporation of natural elements into built environments use of engineered systems that mimic natural processes, to reduce greenhouse gas emissions, support climate change adaptation and/or strengthen the resilience and well-being of humans people, indigenous biodiversity, and the natural and physical resources environment to the effects of climate change.

19 MR prefers the approach set out in paragraphs 16-25 of his statement of evidence, for the reasons he has provided.

### ***Note at the end of the definition***

20 ID, SR, CHO, PG prefer that the note recommended by PG in her rebuttal remains, with the addition of the word ‘could’ as follows:

Note that “nature-based solutions” is an umbrella term that encompasses concepts such as green infrastructure (including as defined in the National Planning Standards), green-blue infrastructure, and water-sensitive urban design.

Note, Eexamples could include:

Reducing greenhouse gas emissions (climate change mitigation):

- planting forests to sequester carbon
- protecting maintaining peatland to retain carbon

Increasing Strengthening resilience and providing for (climate cha

a. providing-resilience for people ...

21 MR prefers the approach set out in paragraphs 16-25 of his statement of evidence, for the reasons he has provided.

## TOPIC 2 – Objective CC.4

*Participating experts: KO, VW, PG, ID, Che, Cho, MR, SR*

### ***Agreed matters***

22 The experts did not reach a consensus on the proposed objective.

### ***Matters remaining in contention***

23 The following matters remain in contention.

### ***Wording of the objective***

24 All experts except for SR and MR support the wording provided by PG in rebuttal evidence, which is as follows:

**Objective CC.4: Nature-based solutions are an integral part of climate change mitigation and *climate change* adaptation, improving the health, well-being and resilience of people, indigenous biodiversity, and the natural and physical resources environment.**

25 KO considers the provisions need to appropriately balance the prioritization of nature-based solutions (Objective CC.4), while also giving appropriate weight to ensuring regionally significant infrastructure is resilient and protected to provide for the Region’s wellbeing. KO therefore supports the inclusion of an additional new objective, as per paragraph 55 of Claire Hunter’s evidence for WIAL.

26 SR is not comfortable with the use of the word “integral” and would prefer that some reference to the degree of practicality is embedded in the objective.

27 MR considers that the wording within the objective after the word ‘*adaptation*’ is superfluous and otherwise addressed by the defined terms *climate change mitigation* and *climate change adaptation*. MR prefers the approach set out in paragraphs 27-32 of his statement of evidence for the reasons he has expressed.

### **TOPIC 3 – Policies CC.4, CC.4A, CC.14, CC.14A**

*Participating experts: PG, ML, VW, CHo, KO, SR, MR*

#### ***Agreed matters***

28 The experts did not reach a consensus on the proposed policies.

#### ***Matters remaining in contention***

29 No consensus was reached on the drafting of the policies, though multiple iterations and alterations were discussed between the participants in an effort to narrow matters in contention.

#### ***Duplication***

30 MR considers that clauses (a) to (f) in Policy CC.4 and CC.14 are not necessary as are covered elsewhere in RPS and other legislation. He noted that this is one of many examples in the plan change of unnecessary duplication. In MR’s view, unnecessary duplication should be avoided. As relates to the concept of duplication (generally):

- a) SR, KO and VW agree with MR that unnecessary duplication should be avoided where possible;
- b) CHo supports removal of unnecessary duplication generally, provided that it does not result in the loss of relevant direction – including for example clauses (b) and (c) under Policies CC.4 and CC.14;
- c) PG acknowledges there is some duplication and considers that the need or otherwise for duplication is best dealt with at the future integration hearing.

#### ***Other general views expressed on these provisions***

31 MR also expressed concern with the meaning of words in clause (d) under both policies, particularly in conjunction with the ‘avoid’ direction in the clauses and in considering corresponding implications for district plan implementation. He pointed to the wide scope

of “ecosystem” as defined in the RPS and as used in these ‘avoid’ policies. SR expressed agreement with MR in this respect.

32 KO expressed a preference for infrastructure-related provisions to feature more prominently in the climate change provisions themselves (and not limited to the natural hazard provisions) to strike a better balance between nature-based solutions and resilience of important assets.

33 VW – expressed concern about the workability of clauses (e) and (f) and how the active term ‘promoting’ is to be achieved in the context of these policies. SR agreed, and if level of detail in clauses (a) through (f) is to be retained then different active language should be used (eg ‘enabling’ or ‘supporting’ rather than ‘requiring’).

34 Notwithstanding the above, SR’s preference remains for deletion of clauses(a)-(f) altogether. She queried how will they be achieved and monitored in a TA context, and added that it is also unclear how TAs should set targets for urban roof area rainwater collection. SR also noted that other vegetation apart from canopy trees (refer subclause (a) in Policies CC.4 and CC.14) can support outcomes sought in the provisions and this should be recognised if the clauses are retained.

35 Similarly, SR noted her support for the amendment to the last sentence of the policy chapeau as recommended by PG in her rebuttal. VW agrees with SRs view and also supports PG’s recommended amendment to clause (a)(ii).

36 KO considered that the specificity within the policies is what gives rise to concerns that infrastructure is not adequately recognised or provided for. Retaining the chapeau of the policy and removing the sub paragraphs (assuming they are covered elsewhere in the RPS and other legislation) could in KO’s view, address the matter raised in paragraph 55 to 61 of Ms Hunter’s evidence, thereby negating the need for the additional policies identified in Appendix A of Ms Hunter’s evidence.

37 ML confirmed his support for the amendments to the policies as recommended by PG in rebuttal evidence, and particularly deletion of content relating to well-functioning urban environments. He recorded also that amendments sought by other participants do not give him any cause for concern.

38 PG prefers to retain the drafting provided in rebuttal evidence for the reasons she has expressed.



39 MR prefers his recommended replacement policies as set out in paragraph 46 of his statement of evidence for the reasons set out in that statement and above.

#### **TOPIC 4 – Objective CC.5**

*Participating experts: PG, MR, SR*

##### ***Agreed matters***

40 The experts did not reach a consensus on the proposed objective.

##### ***Matters remaining in contention***

42 The participants discussed potential amendments to the objective but were unable to reach any consensus.

43 PG prefers the drafting as set out in rebuttal evidence.

44 SR retains some concern about the achievability of the objective in a practical sense for all District Councils but is not pursuing further amendment.

45 MR considers that CC.5 is not appropriately drafted as an objective and does not describe outcome. He prefers that this objective be deleted for the reasons provided in paragraphs 61-67 of his evidence.

#### **TOPIC 5 – Method CC.4**

*Participating experts: PG, MBu*

##### ***Agreed matters***

46 MBu confirmed that she supports the proposed amendments to Method CC.4 in the rebuttal evidence of PG.

##### ***Matters remaining in contention***

47 No matters remained in contention between the participating experts regarding Method CC.4.

## TOPIC 6 – Objective 19

Participating experts: ID, JB, JL

### **Agreed matters**

48 The experts did not reach a consensus on the proposed objective.

### **Matters remaining in contention**

49 JL prefers inclusion of ‘food security’ in the objective for the reason set out in paragraphs 20 – 26 of her evidence, but acknowledges the commentary by ID and JB that the objective is general to all natural hazards (and food security is more vulnerable to some of these hazards than others), that the general nature of the objective does not preclude food security being considered and the concern of JB that the inclusion could result in perverse outcomes.

50 ID and JB maintain that ‘food security’ should not be included in the objective for the reasons expressed in paragraphs 31-36 and 112-113 of GWRC’s rebuttal evidence.

## TOPIC 7 – Objective 20

Participating experts: ID, JB, JL, KO, TM, Cho, MBu

### **Agreed matters**

51 The following matters were agreed:

a) All participants agreed to replace the reference to ‘*Te Rito o te Harakeke*’ with ‘*taonga species*’ **as follows:**

Natural hazard **mitigation measures** and *climate change mitigation and adaptation* activities *minimise* the risks from natural hazards, and impacts on, *Te Mana o te Wai, Te Rito o te Harakeke taonga species, sites of significance to mana whenua/tangata whenua,* natural processes, indigenous ecosystems and biodiversity.

b) TM initially expressed the preference that the concept in the operative RPS of ‘not exacerbating risk’ be addressed in the objective; however, he subsequently agreed with ID the concept of not exacerbating risk is suitably addressed by policy 52.

c) The participating experts otherwise generally support the drafting of the objective as recorded in ‘a)’ above.

- d) The participating experts also agree that consequential amendments should be applied to Policies 52 and 16 to reflect the amendment to the Objective as follows:

52(e): adverse effects on *Te Mana o te Wai*, mahinga kai, *Te Rito-o-te Harakeke*, taonga species, natural processes, or ~~the local~~ indigenous ecosystems and biodiversity;

CC.16(e): A consideration of Te Mana o te Wai ~~and Te Rito-o-te Harakeke~~;

***Matters remaining in contention***

- 52 No matters remained in contention regarding Objective 20.

**TOPIC 8 – Objective 21**

*Participating experts: ID, JB, JL, TM, KO*

***Agreed matters***

- 53 The experts expressed general support for the drafting of the objective as set out in GWRC's rebuttal evidence. The exception to this relates to the reference in the objective to the phrase "short, medium and long-term effects of climate change", and the lack of clarity as to what is meant by those timeframes.
- 54 The experts agreed that ID would consider potential refinements and corresponding rationale and circulate those for comment following the conferencing session.
- 55 ID clarified that for the purposes of hazard risk management planning – including in a resource management context – the terms 'short-term', 'medium-term' and 'long-term' are generally recognised as (+/- 5 years):
- a) short-term: <25 years
  - b) medium-term: 25-75 years
  - c) long-term: 75-100+ years
- 56 ID considers that the most appropriate way to embed clarity in the above respect is through the inclusion of a new clause (d) to method 22 as introduced in rebuttal evidence (refer Table 4, page 36 of rebuttal for example). This is discussed further in Topic 13 below, where minor changes to syntax have been agreed.

57 All participants duly reviewed ID’s proposed rationale and agreed that the additional clause in Method 22 is an appropriate way to ensure interpretation is clear and consistent across the Region.

58 The participants otherwise support the changes to Objective 21 itself as recommended in GWRC’s rebuttal.

***Matters remaining in contention***

59 No matters remain in contention regarding this objective.

**TOPIC 9 – Policy 29**

*Participating experts: ID, JB, SR, VW, JL, TA, MBu, CHo, KO, CHe, MBr, TM*

***Agreed matters***

60 No consensus was reached on the drafting of Policy 29.

***Matters remaining in contention***

61 The experts explored multiple potential amendments to the Policy, but ultimately reached no consensus in that regard. The following matters remain in contention.

***Exemption for Telecommunications Infrastructure***

62 TA considers that telecommunication infrastructure should be exempt from the policy for the reasons set out in paragraphs 11-26 of his evidence

63 JB does not support such an exemption for the reasons expressed at paragraphs 6-10 of his rebuttal evidence.

***Activities with functional/operational need to locate where hazards & risks are high***

64 All participating experts except MBr and CHe support the amendment to clause (d) of the policy to provide a pathway for activities that have a functional or operational need to locate in high hazard areas as reflected in the s42A Report. Examples of such activities which were discussed included various infrastructure, marinas, coast guard facilities, etc.

65 CHe prefers drafting of clause (d) as set out in her summary statement in Attachment A, page 9.

66 MBr prefers wording in his evidence in paragraph 24.

### *Incorporation of mātauranga māori*

- 67 MBu considers that there should be more express provision for Mātauranga Māori in natural hazard mitigation provisions (including policies 29 and 51). MBu continues to support the additional policy recommended in her evidence at paragraph 36.
- 68 JB and ID consider that it is appropriate to incorporate mātauranga māori into some of the plan change provisions, but Policy 29 is not one of them for the reasons expressed in the s42A Report.
- 69 Similarly, TM broadly supports the incorporation of mātauranga māori into relevant provisions; however, he considers that its application should be appropriately scaled and is cautious about it being addressed in all provisions.

### *Active language in clause (c)*

- 70 SR expressed a preference for the term 'avoid inappropriate' over 'manage' where it is used in clause (c) of the policy, and is concerned that the latter term can be ambiguous in its application. However, SR acknowledges that district plans could implement a framework that may address some concerns at plan change stage.
- 71 ID and JB prefer to retain the 'manage' direction as notified.

### *Reference to 'hazard overlays' in clauses (c) & (d)*

- 72 VW maintains the view expressed in paragraphs 5.1-5.12 of her evidence that reference to hazard overlays should be removed from clauses (c) and (d). In her view, clause (a) of the policy provides sufficient direction for Councils to identify areas affected by natural hazards and allows flexibility as to how this information is provided without the specific direction that an overlay is required.
- 73 ID and JB prefer that the reference to hazard overlays is retained in clauses (c) and (d) for the reasons discussed at paragraphs 39-41 of GWRC's rebuttal evidence.

## **TOPIC 10 – Policy 51**

*Participating experts: ID, TM, MBr, CHo, JB, KO*

### ***Agreed matters***

- 74 The experts did not reach a consensus on the proposed policy.

***Matters remaining in contention***

75 The following matter was discussed, and remains in contention.

***Application of the policy following implementation***

76 TM supports the relief sought by PCC that the application of this policy should fall away in a given District once it has been implemented in the District Plan (or at the regional level when it is implemented by the regional plan). TM’s understanding is that ‘consideration’ policies are applied in order to guide resource consenting processes in the absence of district and regional plan rules (as well as notices or requirement, plan changes etc). Once plan provisions are in place following the ‘regulatory’ or plan making RPS policies, TM sees no reason that ‘consideration’ policies should continue to apply. This is because there is risk that a ‘consideration’ policy could duplicate or conflict with district and regional plans. These plans will have been developed based on the specific resource management issues, evidence base, and community engagement undertaken for particular areas.

77 ID and JB maintain the view that the policy should not fall away as suggested by TM for the reasons expressed in their rebuttal evidence at paragraph 48-49. KO expressed general agreement with ID and JB.

78 MBr expressed no view regarding the application of the policy after implementation, but noted that he maintains the view that additional changes should be adopted to the policy as expressed in paragraphs 29-32 of his evidence.

**TOPIC 11 – Policy 52**

*Participating experts: ID, JB, KO, JL, Cho, MBu, SR, MBr*

***Agreed matters***

79 The experts did not reach a consensus on the proposed policy.

***Matters remaining in contention***

80 The following matters remain in contention.

***Drafting of the policy’s conclusion***

81 MBr referenced paragraph 34 of his evidence, which generally supported the amendment proposed to the policy wording after clause (i) as reflected in the s42A Report – being:

so that they minimise ~~reduce~~ and do not increase the risks ~~from~~ of natural hazards.

82 MRb noted that in rebuttal, the reporting officers now propose that the word 'and' be changed to 'or' in the above passage. MBr does not support that refinement as, in his view, it is inconsistent with NZCPS Policy 25.

83 JB expressed the view that the concepts of minimisation and not increasing risk cannot be conjunctively achieved. He and ID maintain the preference for 'or' as explained at paragraphs 78-79 of their rebuttal evidence.

#### *Sub-clauses (c) & (d)*

84 KO noted the evidence of Claire Hunter for WIAL, which expressed a preference for clause (c) of the policy to be amended, and clause (d) of the policy to be deleted.

85 As with Objective 21, it was agreed that ID would circulate some potential refinements to address the issues raised by KO and circulate those for comment after the conferencing session. The amendments proposed by ID included the following refinement to clause (c) and a corresponding new definition for 'hazard risk management strategy':

(c) avoiding structural protection works or *hard engineering* methods unless it is necessary to protect existing development, regionally significant infrastructure or property from unacceptable risk and the works form part of a long-term hazard risk management strategy agreed to by relevant authorities that represents the best practicable option for the future;

"Hazard risk management strategy: A strategic approach for the management of the risks from natural hazards to minimise or reduce the overall risk of social, environmental and economic harm and adverse effects from natural hazards. It includes some or all of the following elements; hazard and hazard risk identification, impact assessment, potential mitigation works (costs/impacts/maintenance), assessment of environmental effects, assessment of alternate options, cost-benefit analysis, budget allocation; community engagement and implementation plan. The scale of a hazard risk management strategy should be commensurate to the size of the proposed development or activity."

86 All other participants subsequently signalled support for, or no concern with, the changes recommended by ID.

87 ID also proposed the following refinement to clause (d) in the policy:

“(d) the long-term viability of maintaining a hard engineering approach the structural protection works with particular regard to how climate change may increase the risk from natural hazards over time;”

88 ID notes that clause (d) has been specifically included to try and manage the ongoing impacts from hard engineering works that get built in an ad-hoc manner, leading to cumulative impacts around the coast and waterways. They are related to the works/methods referred to in clause (c) but are more specific to a particular environmental issue being grappled with in the region.

89 Notwithstanding ID’s proposed refinements and rationale, KO maintains the view that clause (d) is unnecessary and unclear as explained in the evidence of Claire Hunter for WIAL (paragraph 99). KO’s preference is that the clause is deleted accordingly.

90 All other participants subsequently signalled support for, or no concern with, the changes to clause (d) recommended by ID.

*Reference to highly productive land*

91 JL maintains the view that ‘highly productive land with food security values’ should be referenced in clause (c) for the reasons expressed in paragraphs 32-36 of her evidence.

92 The matter was not able to be addressed further in the conference given time constraints, so it remains unresolved. It may be a matter for ID and JB to address in reply.

**TOPIC 12 – Policy CC.16**

*Participating experts: ID, JB, TM, SR*

***Agreed matters***

93 The experts agree that Policy CC.16 should be amended **as follows:**



Policy CC.16: Climate change adaptation strategies, plans and implementation programmes – non-regulatory

Regional, city and district councils should, under the Local Government Act 2002, partner with mana whenua / tangata whenua and engage local communities in a decision-making process to develop and implement strategic climate change adaptation plans that map out management options over short, medium and long term timeframes, using a range of tools and methods that may include including, but are not limited to:

(a) Te Ao Māori and Mātauranga Māori approaches;

(b) Dynamic adaptive planning pathways or similar adaptive planning approaches;

(c) ~~City, d~~District or regional plan objectives, policies and rules that address subdivision, use and development for addressing areas the impacts of impacted by climate change and sea level rise;

(d) Options for managed retreat or relocation;

(e) A consideration of Te Mana o te Wai and Te Rito o te Harakeke;

(f) Hazard mitigation options including soft engineering, ~~green infrastructure or room for the river~~ nature-based solutions and methods to reduce the risks from natural hazards exacerbated by climate change and sea level rise; and

(g) Equitable funding options required to implement the programme.

- 94 The experts agree that this refinement better reflects the non-regulatory focus of this policy.

***Matters remaining in contention***

- 95 No matters remain in contention regarding this policy.

## TOPIC 13 – Method 22

*Participating experts: ID, JB, TM, SR, VW*

***Agreed matters***

- 96 The experts agree that clause (b) of Method 22 should be amended for added clarity **as follows:**

“**supporting the develop**~~menting~~**ing of** consistency in natural hazard provisions in ~~city~~, district and regional plans”.

- 97 The experts also agreed that the syntax of clause (d) recommended by ID and JB in rebuttal should be amended to align with the active language used elsewhere in the method **as follows:**

**d) ~~preparing~~ and ~~disseminate~~ing information about classifying risks from natural hazards as low, medium and high to ensure regional consistency.**

***Matters remaining in contention***

- 98 No matters remain in contention regarding this method.

## **PARTIES TO JOINT WITNESS STATEMENT**

99 The signatories to this joint witness statement confirm that:

- a) They agree with the outcome of the expert conference as recorded in this statement;
- b) They have read section 9 – Code of Conduct for Expert witnesses – of the Environment Court’s Practice Note 2023 and agree to comply with it;
- c) The matters addressed in this statement are within their area of expertise; and
- d) They have not omitted material facts known to them that might alter or detract from their opinions.

**SIGNED:**

Name	Signature
Pam Guest	
Iain Dawe	
James Beban	
Michael Rachlin	
Maggie Burns	
Maciej (Mitch) Wiktor Lewandowski	
Murray Brass	
Torrey McDonnell	

Kirsty O'Sullivan	
Tom Anderson	
Victoria Woodbridge	
Jordyn Landers	
Suzanne Rushmere	
Catherine Heppelthwaite	
Caroline Horrox	

**DATE: 19 October 2023**