

Application 2022-098 Waiterimu Solar Farm Project (Waikato Solar Farms Limited and Transpower NZ Limited)

To:	Required action:
Hon David Parker, Minister for the Environment	Consider this report prior to making a decision under section 24 of the FTCA
Date submitted: 8 September 2022	

Ministry for the Environment contacts

Position	Name	Cell Phone	1 st Contact
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Introduction

1. The Ministry for the Environment has prepared this report in consultation with the Office for Māori Crown Relations – Te Arawhiti and in accordance with section 17 of the Covid-19 Recovery (Fast-track Consenting) Act 2020 (the FTCA).
2. To satisfy obligations under section 6 of the FTCA, you must consider this report before you make any decision under section 24 of the FTCA to accept the application to refer the Waiterimu Solar Farm Project (project) to an expert consenting panel (panel).

Proposed project

3. The applicant (Waikato Solar Farms Limited and Transpower NZ Limited) proposes to construct and operate a 140 MW peak photovoltaic solar farm on a 383-hectare site at Waiterimu, Waikato to supply approximately 230 GWh/year of electricity to the national grid.
4. A location map is in Attachment 1.

Essential information

5. The following information is required under section 17(3) of the FTCA for the project area.

Section of the FTCA	Information required	Detail
s17(3)(a)	Relevant iwi authorities (7)	Hauraki Māori Trust Board Ngāti Maru Rūnanga Trust Ngāti Paoa Iwi Trust Ngāti Paoa Trust Board Ngāti Tamaterā Treaty Settlement Trust Te Kupenga o Ngāti Hako Te Whakakitenga o Waikato Incorporated <i>Contact details are in Attachment 2</i>
s17(3)(b)	Treaty settlements that relate to the project area (4)	Waikato Raupatu Claims Settlement Act 1995 Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 Pare Hauraki Collective Redress Deed – 2 August 2018 Ngāti Paoa – deed of settlement 20 March 2021
s17(3)(a)	Relevant Treaty settlement entities (5)	Te Whakakitenga o Waikato Incorporated Ngāti Paoa Iwi Trust Ngāti Maru Rūnanga Trust Ngāti Tamaterā Treaty Settlement Trust Hako Tūpuna Trust <i>Contact details are in Attachment 2</i>
S17(3)(c)	Relevant principles and provisions of the Treaty settlements	<i>See details in blue-shaded section below</i>
s17(3)(d)	Groups with a negotiation mandate recognised by the Crown which are yet to commence Treaty settlement negotiations	Ngāti Koheriki (Ngāti Koheriki Claims Committee)
s17(3)(d)	Current Treaty settlement negotiations	Ngāti Maru (Hauraki) (Ngāti Maru Treaty Settlement Negotiators) Ngāti Tamaterā (Ngāti Tamaterā Negotiators) Hako (Ngāti Hako Treaty Settlement Negotiators) Marutūāhu Iwi Collective Waikato-Tainui – remaining claims (Negotiator - Rahui Papa)
s17(3)(e)	Court orders recognising customary marine title or protected customary rights under the Marine and Coastal Area (Takutai Moana) Act 2011 or another Act	None that are relevant as the project does not occur in the coastal marine area

Supporting information

Project site

6. The project site covers 383.3 hectares of predominantly rural land approximately 1.5 kilometres to the southeast of Lake Waikare. As indicated in Attachment 3, the topography is typically flat to undulating, except for the northern and southwestern areas where it is steep. Currently, most of the site is used for agricultural and farming-related purposes.
7. The site drains to the Matahuru Stream, which flows through the eastern part of the site and eventually to Lake Waikare, the largest lake in the lower Waikato River catchment.

Project details

8. The solar farm will consist of approximately 225,000 solar panels, expected to cover approximately 63 hectares (or 16.6%) of the site as shown on Attachment 4. Attachment 5 provides proposed views of the panels, rotated to face in different directions. Associated infrastructure will include cabinets housing the inverters, transformer and associated equipment, as well as ancillary buildings, access roads, cabling, a perimeter fence and CCTV poles.
9. A new 220kV substation will be constructed adjacent to the National Grid transmission line (tower HLY-DEV-A0631). The solar farm will be connected to this substation by a new section of transmission line, including two supporting poles within the site.
10. An energy storage facility, comprised of battery storage systems within storage cabinets, located adjacent to the substation is also included in the project scope.
11. Planting, boundary screening and enhancement of streams, waterways and wetland areas is also proposed, and it is anticipated that agricultural activities will also continue on the site in conjunction with operation of the solar farm.

Statutory matters relating to this report

12. No parts of the proposed project will occur in the coastal marine area, meaning:
 - a. pursuant to section 16(1) of the FTCA you are the sole party required to consider this report
 - b. the project is unaffected by the provisions of the Marine and Coastal Area (Takutai Moana) Act 2011 (MACAA) or any other Act pertaining to the grant of protected customary rights or customary marine title.
13. There are therefore no court orders granted under the MACAA or another Act to consider in your referral decision for this project.¹

¹ Section 17(3)(e) of the FTCA requires this report to identify any court orders granted under the MACAA or another Act which recognise, in relation to the project area, customary marine title or protected customary rights.

Iwi authorities

Methodology and information sources

14. This report must identify the relevant iwi authorities for the project, in accordance with section 17(3)(a) of the FTCA. Under section 7(1) of the FTCA, a relevant iwi authority for a referred project means an iwi authority whose area of interest includes the area in which a project will occur.
15. 'Area of interest' can mean different things depending on context and perspective and can be indicative (such as an area identified at the outset of Treaty settlement negotiations), formally agreed (such as in a deed of settlement or memorandum of understanding) or self-nominated. An area of interest can be difficult to define precisely on a map, particularly where a boundary that has been depicted on a small-scale map is scaled up and used precisely in relation to an individual site or property.
16. For the purposes of this report, we have considered information from the following sources as a starting point for identifying iwi areas of interest:
 - a. the Te Arawhiti Internal Crown Asset Tracking Tool (i-Cat), an online database that records areas of interest associated with Treaty settlements and Treaty settlement negotiations
 - b. area of interest maps in signed Treaty settlement deeds or other Treaty settlement negotiation documents (including deeds of mandate)
 - c. Waikato Regional Council's online interactive map depicting iwi acknowledgement areas in the Waikato Region²
 - d. the Iwi Areas of Interest viewer, an online application managed by the Ministry of Māori Development - Te Puni Kōkiri (TPK)
 - e. Te Kāhui Māngai (TKM), an online directory of iwi and Māori organisations maintained by TPK, which includes information on rohe (tribal areas) provided by those organisations.
17. Generally, the areas of interest shown on these databases for an iwi or group do not always completely align, and sometimes the differences can be significant. We consider carefully the reasons for such discrepancies, including the reliability or accuracy of the information shown and the local context and decision-making environment, before deciding which areas of interest we consider apply to a project under FTCA process.
18. The FTCA does not specifically define iwi authority but pursuant to section 7(2) of the FTCA, 'iwi authority' has the same meaning as in the Resource Management Act 1991 (RMA): the authority which represents an iwi and which is recognised by that iwi as having authority to do so.
19. To identify iwi authorities associated with the identified areas of interest, we sourced and considered information from:
 - a. the TKM online directory noted above
 - b. responses from the relevant local authorities – Waikato District Council and Waikato Regional Council – to the invitation to comment on the referral application under section 21(2)(a) of the FTCA.

² <https://waikatmaps.waikatoregion.govt.nz/Viewer/?map=ad99a09be104440ea676cca7cdce3b2a>

Iwi authorities relevant to project

20. We consider the project site lies within the areas of interest of Hako, Ngāti Koheriki, Ngāti Maru (Hauraki), Ngāti Paoa, Ngāti Tamaterā, Waikato-Tainui and the Marutūāhu Iwi Collective.
21. We consider the following seven iwi authorities to be the relevant iwi authorities for the project:
 - a. Te Kupenga o Ngāti Hako, representing Hako
 - b. Ngāti Maru Rūnanga Trust, representing Ngāti Maru (Hauraki)
 - c. Ngāti Paoa Trust Board, representing Ngāti Paoa
 - d. Ngāti Paoa Iwi Trust, also representing Ngāti Paoa
 - e. Ngāti Tamaterā Treaty Settlement Trust, representing Ngāti Tamaterā
 - f. Te Whakakitenga o Waikato Incorporated, representing Waikato-Tainui
 - g. Hauraki Māori Trust Board, also representing Hako, Ngāti Maru (Hauraki), Ngāti Paoa and Ngāti Tamaterā.

Treaty settlements and Treaty settlement entities

22. This report must identify the Treaty settlements that relate to the project area and relevant Treaty settlement entities, in accordance with sections 17(3)(b) and 17(3)(a) respectively. We use information relevant to the project area from the first two sources listed in paragraph 15 and relevant documents on the [NZ Government Treaty settlements website](#), together with advice from the Office of Maori Crown Relations – Te Arawhiti, for this task.

Treaty settlements relating to the project area

23. Under the FTCA, a Treaty settlement includes both a Treaty settlement Act and a Treaty settlement deed which is signed by both the Crown and the representative Māori group.
24. The project site falls within the area of interest covered by Treaty settlements with the following three iwi/groups:
 - a. Waikato-Tainui
 - b. Ngāti Paoa
 - c. the 12 Iwi of Hauraki (the Pare Hauraki Collective).
25. The Waikato Raupatu Claims Settlement Act 1995 gives effect to certain provisions of the deed of settlement signed by Waikato-Tainui and the Crown on 22 May 1995, and subsequent amendment deeds signed in late 1995, 1996 and 1997. [Relevant settlement documents](#) are available on the NZ Government Treaty settlement website.
26. The Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, that gives effect to certain provisions of the deed of settlement between Waikato-Tainui and the Crown signed on 17 December 2009. [The deed and other relevant documents](#) are available on the NZ Government Treaty settlement website.
27. Ngāti Paoa, the Ngāti Paoa Iwi Trust and the Crown signed a deed of settlement on 20 March 2021. Legislation has yet to be enacted. The deed and associated documents are on the NZ Government Treaty settlement website.

28. The Crown and the 12 Iwi of Hauraki signed the Pare Hauraki Collective Redress Deed on 2 August 2018. [A settlement summary, the deed and associated documents](#) are available on the NZ Government Treaty settlements website. The settlement applies to the Pare Hauraki Redress Area included in Part 1 of the [Attachments to the Pare Hauraki Collective Redress Deed](#). Legislation to enact the settlement has yet to be introduced to Parliament.

Relevant Treaty settlement entities

29. We have identified five relevant Treaty settlement entities for the project. These are listed in paragraph 5 and further explanation is provided below.

Post-settlement governance entities

30. Under the FTCA, a Treaty settlement entity includes a post-settlement governance entity, defined as a body corporate or trustees of a trust established by a claimant group for receiving redress, or for participating in arrangements established under a Treaty settlement Act.

31. Two such entities were established under the 1995 Waikato settlement:

- a. the Waikato Raupatu Lands Trust, set up to receive and hold settlement properties, and to acquire further properties in accordance with settlement arrangements. No such properties are affected by the project and therefore we have not identified the Trust as a Treaty settlement entity relevant to the project.
- b. the Waikato Land Acquisition Trust, a temporary entity responsible for receiving settlement funds and distributing them to the land holding Trust. This Trust was to be wound up when it had distributed all of its funds. We have not located any record suggesting it is still in existence. In any event, it is not likely to have any direct relevance to the project.

32. The 2010 Waikato River settlement established several entities, including the Waikato Raupatu River Trust. Under the settlement, this Trust had certain significant sites and other Crown-owned land adjacent to the Waikato River vested in it, and it entered into a range of co-management arrangements with various Crown agencies and local authorities in relation both to this land and in relation to matters affecting the Waikato River and its catchment.

33. Since the settlements there have been some changes to the trustees of the original trusts. Currently, Te Whakakitenga o Waikato Incorporated (formerly Te Kauhanganui Incorporated) - the tribal authority that represents tribal members of the 68 Marae of Te Whakakitenga o Waikato - acts as the trustee of the Waikato Raupatu River Trust and also the Waikato Raupatu Lands Trust. We have therefore identified Te Whakakitenga o Waikato Incorporated as a relevant Treaty settlement entity for the project area.

34. The Pare Hauraki Collective Redress Deed provides for three post-settlement governance entities: the Pare Hauraki collective cultural entity, the Pare Hauraki collective commercial entity and the Pare Hauraki collective Crown Forestry Land entity. These entities must be established prior to the introduction of the collective redress legislation however they have not been established at the time of preparing this report.

35. A post-settlement governance entity may exist ahead of finalisation of a deed of settlement and/or enactment of Treaty settlement legislation. The following post-settlement governance entities in this category are also relevant to the project area:

- a. Ngāti Paoa Iwi Trust, which was ratified as the post-settlement governance entity for the Ngāti Paoa Treaty settlement on 25 September 2013

- b. Ngāti Maru Rūnanga Trust, which was ratified as the post-settlement governance entity for the Ngāti Maru (Hauraki) Treaty settlement in August 2012. Ngāti Maru (Hauraki) initialled a deed of settlement with the Crown on 8 September 2017
 - c. Ngāti Tamaterā Treaty Settlement Trust, which was ratified as the post-settlement governance entity for the Ngāti Tamaterā Treaty settlement in August 2012. The Crown and Ngāti Tamaterā initialled a deed of settlement on 20 September 2017
 - d. Hako Tūpuna Trust, which was ratified as the post-settlement governance entity for Hako on 26 August 2014.
36. The Marutūāhu Iwi Collective, which comprises Ngāti Paoa, Ngāti Maru (Hauraki), Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri, initialled a Collective Redress Deed with the Crown on 27 July 2018. The Marutūāhu Iwi Collective area of interest³ covers parts of the Auckland, Waikato and Bay of Plenty Regions, and includes the project site.
37. The Marutūāhu Rōpū Limited Partnership was established to receive the collective commercial redress provided in the Marutūāhu Iwi Collective Redress Deed, and therefore meets the definition of a post-settlement governance entity under the FTCA. The Marutūāhu Iwi Collective Redress Deed also provides for establishment of the Taonga o Marutūāhu Trustee Limited, to receive the Marutūāhu Iwi collective cultural redress. This redress entity would also qualify as a post-settlement governance entity under the FTCA however it is yet to be established.
38. The cultural and commercial redress provided under the Marutūāhu Iwi Collective Redress Deed forms part of the individual settlements with each of the Collective’s five iwi. None of this redress, to be managed by the two redress entities named above (once the redress deed is signed and given effect through legislation), is affected by the project. We have therefore not identified these redress entities as relevant Treaty settlement entities for the project.

Other bodies recognised or established under a Treaty settlement Act

39. A Treaty settlement entity is also defined for the purposes of the FTCA as including a board, trust, committee, authority, or other body, recognised in or established under a Treaty settlement Act.
40. No such entities established by any of the above-named Treaty settlement Acts are relevant to the proposed project.

Relevant principles and provisions of the Treaty settlements

Waikato Raupatu Claims Settlement Act 1995 and Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010

Crown acknowledgements and apologies

41. The Crown offers an apology as part of Treaty settlement redress in order to atone for historical wrongs, restore its honour, and begin the process of healing.
42. In the 1995 Treaty settlement with Waikato, the Crown expresses its profound regret and apologises unreservedly for the loss of lives because of the hostilities arising from its invasion of Waikato lands, and at the devastation of property and social life which resulted.

³ The area of interest is shown on the map attached to the [Marutūāhu Collective Redress deed summary](#).

43. The Crown also recognises that the lands confiscated in the Waikato have made a significant contribution to the wealth and development of New Zealand, whilst the Waikato tribe has been alienated from, and deprived of the benefit of, its lands.
44. The Crown therefore seeks on behalf of all New Zealanders to atone for the acknowledged injustices, and to begin the process of healing and to enter a new age of co-operation with the Kiingitanga and Waikato.
45. In the 2010 Waikato River Treaty settlement, the Crown recognises the following statement of significance of the Waikato River to Waikato-Tainui:

“The Waikato River is our tupuna (ancestor) which has mana (spiritual authority and power) and in turn represents the mana and mauri (life force) of Waikato-Tainui. The Waikato River is a single indivisible being that flows from Te Taheke Hukahuka to Te Puuaha o Waikato (the mouth) and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, flood plains, wetlands, islands, springs, water column, airspace, and substratum as well as its metaphysical being. Our relationship with the Waikato River, and our respect for it, gives rise to our responsibilities to protect te mana o te Awa and to exercise our mana whakahaere in accordance with long established tikanga to ensure the wellbeing of the river. Our relationship with the river and our respect for it lies at the heart of our spiritual and physical wellbeing, and our tribal identity and culture”.

Overview of redress

46. While redress under the 1995 settlement was primarily concerned with the return of Crown land to Waikato-Tainui, the overarching purpose of the following 2010 settlement with Waikato-Tainui was to restore and protect the health and wellbeing of the Waikato River⁴ for future generations.
47. This was to be achieved principally through the following provisions⁵:
 - a. the establishment of a vision and strategy for the Waikato River which forms part of the Waikato Regional Policy Statement
 - b. associated co-governance arrangements with local authorities, primarily through the WRA
 - c. establishment and funding of the Waikato River Clean-up Trust to undertake river rehabilitation initiatives
 - d. co-management arrangements, to facilitate the exercise of mana whakahaere by Waikato-Tainui, including:
 - i. a co-management agreement between the Waikato Raupatu River Trust and Waikato Regional Council in relation to river-related lands vested in the Trust, and lands held by the council for flood protection

⁴ ‘Waikato River’ is defined as meaning a variety of things in the settlement legislation depending on context; generally it means more than just the Waikato River itself – and may include the river catchment, all streams, watercourses and tributaries of the river, lakes and wetlands in certain areas of the river catchment, and beds and banks of specified waterbodies.

⁵ For further detail refer to parts 3, 6, 7 and 8 of the Waikato-Tainui deed of settlement (17 December 2009).

- ii. an accord with the Minister of Conservation and Director-General of Conservation relating to co-management of specified river-related lands remaining in Crown ownership
- iii. development of a Waikato-Tainui environmental plan by the Waikato Raupatu River Trust
- iv. involvement in the development of an integrated river management plan
- v. joint management agreements between the Waikato Raupatu River Trust and individual local authorities.

48. We note that Ngāti Tūwharetoa, Raukawa, Te Arawa River Iwi and Maniapoto are also included in the Waikato River co-governance and co-management arrangements. There are three areas (A, B and C) where arrangements with each iwi apply. Area A, covering the lower Waikato River and lower Waipā River, is where the co-management and joint-management agreements between local authorities and Waikato-Tainui (only) apply. The project site lies within this area.

Redress relevant to project

49. As noted in paragraphs 6 and 7, the project site lies approximately 1.5 kilometres southeast of, and drains to, Lake Waikare. The bed of this lake is a site of significance that was vested in the Waikato Raupatu River Trust under the 2010 Waikato River Treaty settlement. Lake Waikare and its tributaries are all located in the Waikato River catchment and are subject to the co-governance and co-management arrangements noted above.

50. In respect of the co-governance arrangements: if application is made to the Waikato Regional Council under standard RMA process for a resource consent to take, use, dam or divert water; make a point source discharge; or undertake any activity listed in section 13 of the RMA, in relation to the Waikato River (which in this context includes the river's tributaries), then the Waikato Regional Council:

- a. must give the WRA and the trustees of the relevant trusts (which in the case of the proposed project is the Waikato Raupatu River Trust) notice of receipt of the application within 5 working days
- b. must ensure that if it decides to hold a hearing on the application, the hearing committee is comprised of an equal number of council-appointed RMA decision-makers and members appointed by the WRA from their register, and an independent chair jointly appointed by the council and the WRA.

51. In relation to the co-management arrangements: two joint management agreements (JMAs), between the Waikato Raupatu River Trust and the Waikato Regional Council, and Waikato Raupatu River Trust and Waikato District Council respectively⁶, apply generally to the area within which the proposed project lies or drains to.

52. The JMAs include matters relating to the Waikato River and activities within its catchment affecting the river and they provide for the local authorities and the Waikato Raupatu River Trust to work together regarding the exercise of certain specified functions, powers and duties under the RMA.

⁶ Joint Management Agreement: Waikato Raupatu River Trust and Waikato Regional Council 18 June 2013;
Joint Management Agreement: Waikato Raupatu River Trust and Waikato District Council 23 March 2010

53. The protocols relating to resource consent applications (made under standard RMA processes) to take, use, dam or divert water; make a point source discharge; or undertake any activity listed in section 13 of the RMA, in relation to the Waikato River (which again in this context would include Lake Waikare and its tributaries) are contained in Schedule 3 of the JMA with Waikato Regional Council. These include commitments by the council to early engagement and providing opportunities for the Waikato Raupatu River Trust input into the consideration of relevant consent applications, and provisions for the Trust's involvement in subsequent monitoring and review of granted consents.
54. Under clause 5 of Schedule 5 of the FTCA the panel convener and a panel must either comply with the above requirements (where they apply to resource consent applications for the project) as if they were the Waikato Regional Council or obtain the agreement of the WRA and the Waikato Raupatu River Trust to adopt a suitable modified arrangement.
55. Should you decide to refer the project to a panel for consideration, it will be important in the first instance for the Environmental Protection Authority (EPA) to carefully assess whether any resource consent applications lodged with it are captured by the provisions outlined above and advise the panel convener accordingly.
56. We note that even if the resource consents sought for the project do not trigger any specific requirements of the co-governance and co-management arrangements, it is important that RMA decision-makers keep in mind the overarching commitments made by the Crown and local authorities to Waikato-Tainui through the Waikato River Treaty settlement. These include promoting the health and wellbeing of the Waikato River (which, as an indivisible whole includes all of its associated tributaries, lakes and wetlands) and enabling Waikato-Tainui to effectively engage and participate at an early stage in decisions concerning the Waikato River system.

Ngāti Paoa Treaty settlement

57. The Crown offers acknowledgements and an apology as part of Treaty settlement redress to atone for historical wrongs, restore honour, and begin the process of healing.
58. In the Ngāti Paoa Deed of Settlement the Crown apologises to Ngāti Paoa for the suffering it has inflicted through its acts and omissions, and for the laws and policies enacted in Aotearoa/New Zealand that have led to the loss of Ngāti Paoa whenua and taonga te reo Māori. The Crown apologises to the tupuna and mokopuna of Ngāti Paoa for its failure to uphold its obligations under te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown seeks to atone for these injustices and hopes that through this settlement it can rebuild the relationship that it established with Ngāti Paoa in 1840, begin the process of healing and enter a new age of co-operation with Ngāti Paoa.
59. No other cultural or commercial redress would be directly affected by the project, and this settlement does create co-governance or co-management processes which would affect decision-making under the RMA for projects such as the one proposed.

Pare Hauraki Collective Redress Deed

60. The Pare Hauraki Collective Redress Deed specifies the collective Treaty settlement redress in respect of the shared interests of the iwi of Hauraki associated with their historical Treaty claims, although the deed does not settle any of those claims. The full settlement of the historical Treaty claims of the Iwi of Hauraki will be made through the individual settlements with each iwi.

61. Although the project site lies within the Pare Hauraki redress area, the project does not specifically affect any of the cultural or commercial redress provided by the Pare Hauraki Collective Redress Deed.
62. Prospective co-governance and co-management arrangements, that will become operational once legislation enacting the relevant provisions of the Pare Hauraki Collective Redress Deed is passed, will not affect the project site.
63. We note generally that cultural associations with ancestral lands, water, sites, wāhi tapu, and other taonga – regardless of whether or not they are specifically identified in a Treaty settlement or affected by settlement redress – are deemed to be matters of national importance that must be recognised and provided for in decision-making under Part 2 section 6(e) of the RMA.
64. As a general principle, an absence of specific settlement redress does not indicate the absence of an iwi’s cultural association with ancestral lands, sites, wāhi tapu or other taonga within an area. Local tangata whenua and their representatives would be best placed to advise on such matters in the first instance.

Current negotiation mandates and settlement negotiations

65. Section 17(3)(d) of the FTCA requires this report to identify any recognised negotiation mandates for, or current negotiations for, Treaty settlements that relate to the project area.
66. As noted in paragraphs 35 and 36, Treaty settlement negotiations have commenced but are yet to be concluded with Hako, Ngāti Maru (Hauraki), Ngāti Tamaterā and the Marutūāhu Iwi Collective. In addition, the Crown is currently negotiating a settlement of remaining historical Treaty claims with the mandated Waikato-Tainui negotiator, Rahui Papa, on behalf of Waikato-Tainui. The project site lies within the areas of interest for all these Treaty settlements.
67. The Waikato-Tainui Negotiator and the Crown signed Terms of Negotiation on 14 December 2020. The entities that will receive redress under this settlement have yet to be determined.
68. The project site also falls within the indicative areas of interest for Ngāti Koheriki. The Crown recognised the Treaty settlement negotiation mandate of Ngāti Koheriki Claims Committee in June 2013. Negotiations have yet to commence, but Crown-recognition of the mandate has not been withdrawn. Ngāti Koheriki has yet to establish a post-settlement governance entity to receive redress under their settlement.

Details in this report affect certain provisions of the FTCA

Notices of referral decisions

69. Under section 25 of the FTCA, you must give notice of the decisions made on an application for referral of a project to a panel, and the reasons for your decisions, to the applicant and anyone invited to comment under section 21 of the FTCA.
70. You did not invite comment on the referral application from iwi authorities or other Māori groups. However, if you decide to refer this project to a panel, the notice of decisions and associated reasons must be given to:
 - a. the relevant iwi authorities and Treaty settlement entities identified in this report
 - b. any other iwi authorities or Treaty settlement entities you consider have an interest in the matter

- c. any group that is or party to either a joint management agreement or Mana Whakahono ā Rohe under the RMA that relates to the project area.

71. The relevant iwi authorities and Treaty settlement entities for receipt of the notice are identified in paragraph 5; contact details are in Attachment 2.
72. We have not identified any other iwi authorities or Treaty settlement entities which may have an interest in the project, and there are no relevant Mana Whakahono ā Rohe to consider.
73. As noted in paragraph 51, two joint management agreements, between the Waikato Raupatu River Trust and Waikato District Council and the Waikato Raupatu River Trust and Waikato Regional Council respectively, apply to the area in which the project site lies.
74. The Minister for Treaty for Waitangi Negotiations has requested that the notice of decisions and a copy of the referral application is forwarded to Ngāti Koheriki Claims Committee, the mandated entity for Ngāti Koheriki Treaty settlement negotiations. This is because the project site lies in the Ngāti Koheriki area of interest and the iwi is not currently represented by either an iwi authority or a Treaty settlement entity recognised under the FTCA – meaning it is not covered by notification requirements prescribed by the FTCA. Contact details (if you agree to the Minister’s request) are in Attachment 2.
75. Waikato Regional Council identified Waahi Whaanui hapū as a group having interests in the project site and wider area. The Waahi Whaanui Trust represents the RMA interests of the hapū – Ngāti Kuaarangi, Ngāti Mahuta, Ngāti Tai, Ngāti Whaawhaakia – and we recommend that you also agree to forward the notice of decisions and a copy of the referral application to this Trust.

Expert consenting panel membership

76. If a project is referred to a panel, the appointed panel must include one person nominated by the relevant iwi authorities under clause 3(2)(b) of Schedule 5 of the FTCA.
77. In the event iwi authorities nominate more than one person, the panel convener must decide which nominee to appoint. The panel convener has discretion to increase the panel membership to accommodate the matters specified in clauses 3(6)(a) – 3(6)(e) of Schedule 5 of the FTCA, which include matters unique to any relevant Treaty settlement Act.
78. Relevant iwi authorities for the project are identified in paragraph 5.

Panel invitations to comment

79. A panel must invite comments on a resource consent application or notice of requirement for a referred project from the parties listed in clause 17(6) of Schedule 6 of the FTCA. This includes:
 - a. the relevant iwi authorities, including those identified in this report
 - b. a Treaty settlement entity relevant to the referred project, including an entity that has an interest under a Treaty settlement in an area where a referred project is to occur, and an entity identified in this report
 - c. any applicant group under the MACAA identified in the report obtained under section 17(1).
80. The relevant iwi authorities and Treaty settlement entities for the proposed project are listed in paragraph 5.
81. A MACAA applicant group means one or more iwi, hapū, or whānau groups that seek recognition under Part 4 of the MACAA of their protected customary rights or customary marine title by either a recognition order granted by the High Court; or an agreement negotiated with the Crown

(through The Office for Māori Crown Relations – Te Arawhiti). The project will not affect the coastal marine area and therefore we have not identified any relevant MACAA applicants.

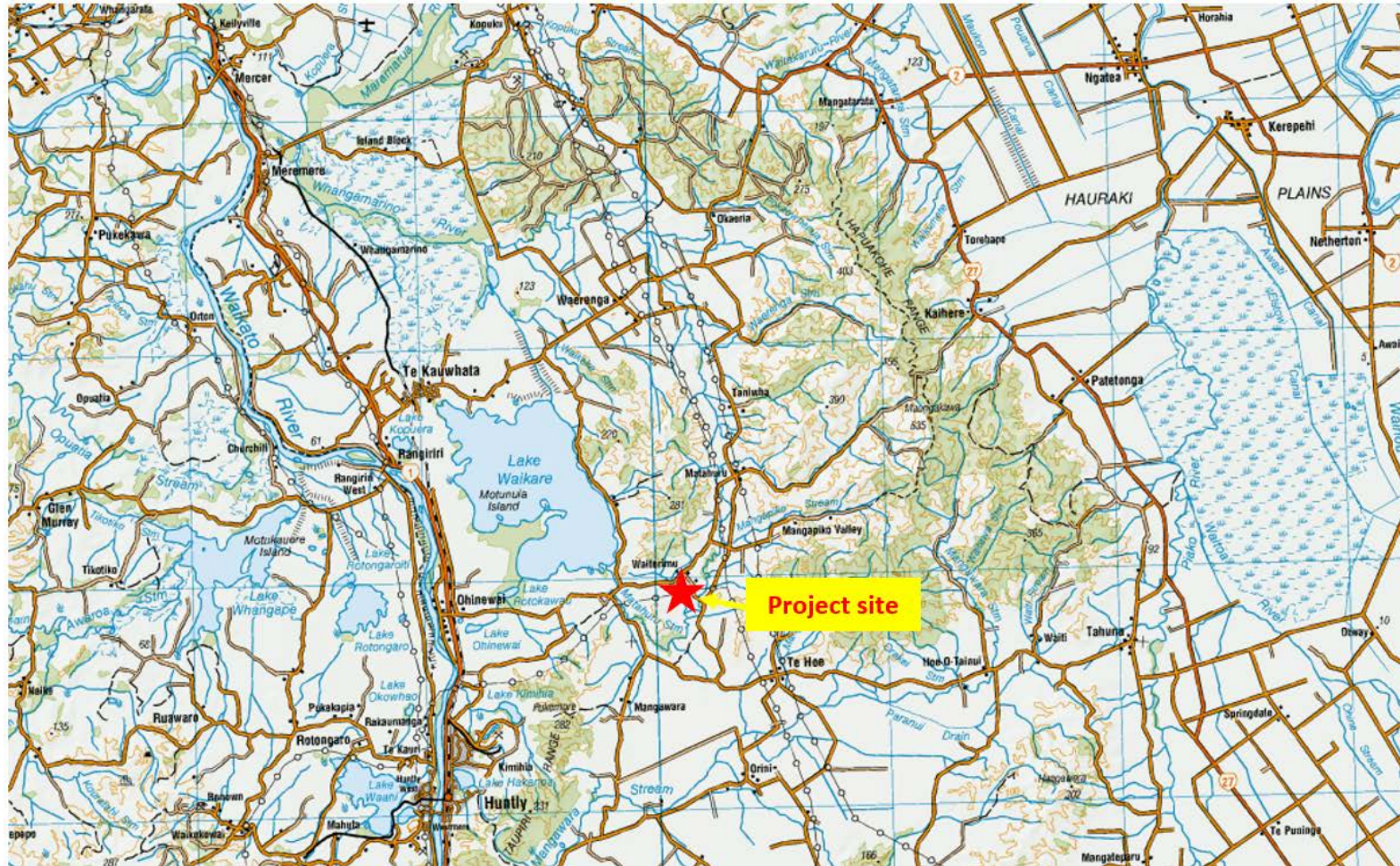
82. A panel may also invite comments from any other person it considers appropriate.
83. The Minister for Treaty of Waitangi Negotiations has requested that you direct a panel to invite comments from the Ngāti Koheriki Claims Committee, as this body is not covered by the panel consultation requirements prescribed by the FTCA. If you decide to refer the project, your direction to the panel under section 24(2)(e) of the FTCA would be required to give effect to this request.
84. We recommend that you also direct a panel to invite comments from the Waahi Whaanui Trust, as the representative for the RMA interests of the Waikato-Tainui hapū Ngāti Kuaarangi, Ngāti Mahuta, Ngāti Tai and Ngāti Whaawhaakia.

Provision of cultural impact assessment

85. Any resource consent application that is submitted to a panel for determination must include a cultural impact assessment prepared by or on behalf of the relevant iwi authority, or a statement of any reasons given by the relevant iwi authority for not providing that assessment.⁷ The Environmental Protection Authority (which provides support services to a panel) will not confirm an application as complete and ready for consideration by a panel until this requirement has been satisfied.
86. Where there is more than one relevant iwi authority, the project applicant will need to engage with each to determine their requirements for a cultural impact assessment, including whether they wish to prepare one individually or jointly, or whether they may wish to defer to another iwi in respect of the matter. The relevant iwi authorities for the project are listed in paragraph 5.

⁷ Clause 9(5) of Schedule 6 of the FTCA.

Attachment 1 – Location

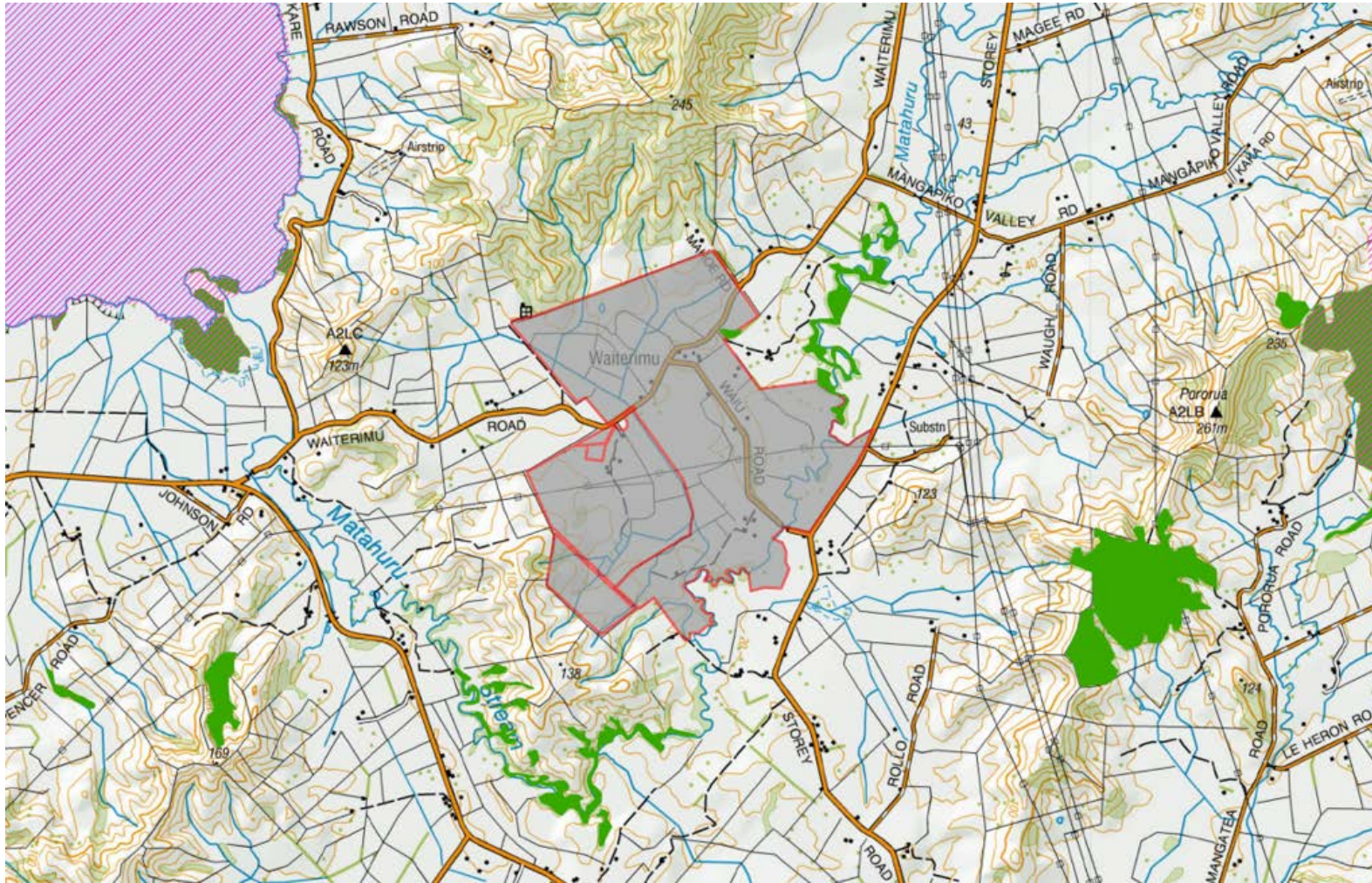


Attachment 2 – Contact information

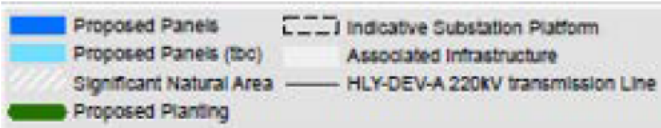
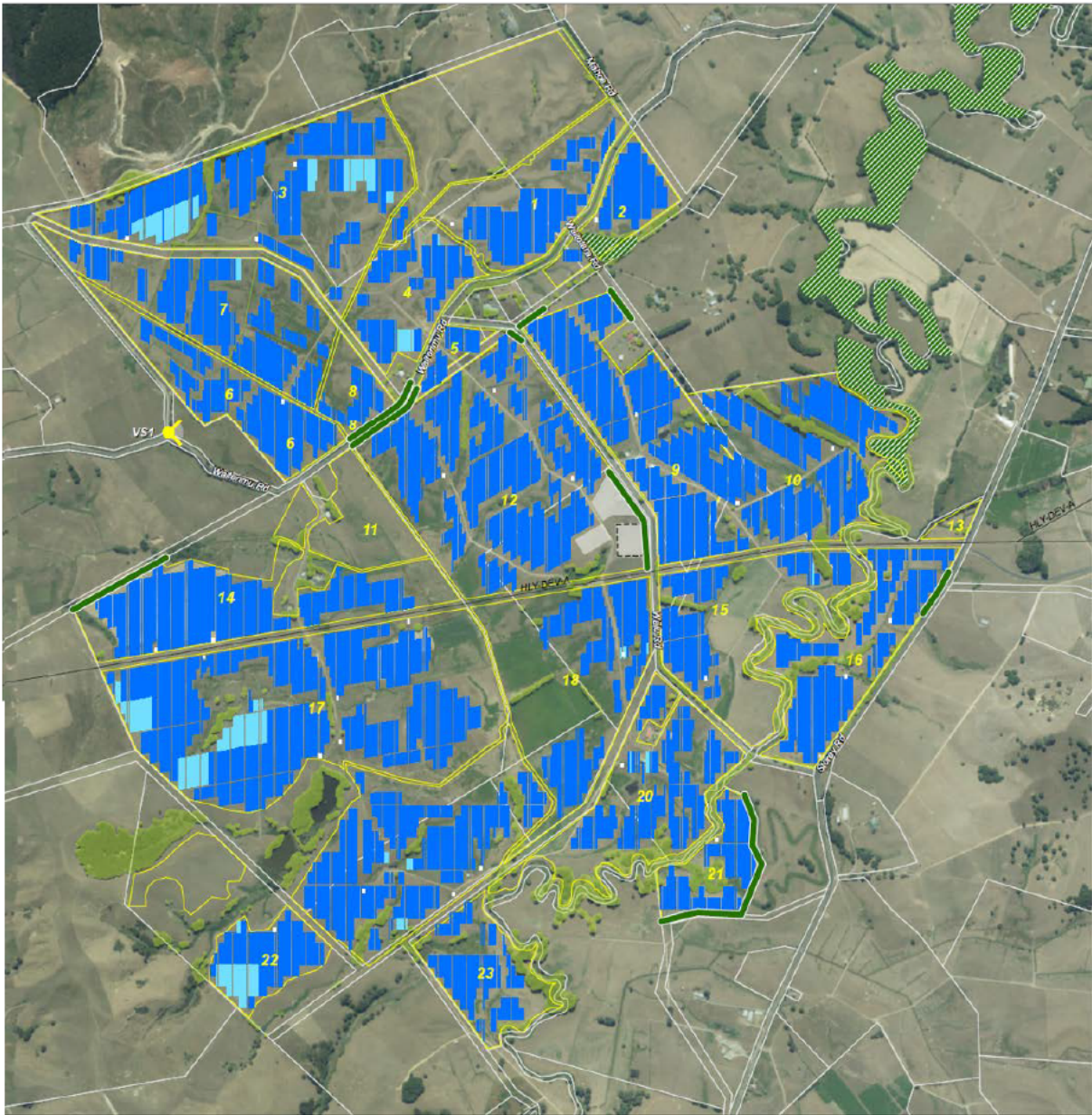
Iwi/hapū	Representative body	Contact details	Relevant RMA Iwi authority	Relevant Treaty settlement entity	Other party	Contact person	Copies to
Hako	Te Kupenga o Ngāti Hako		Represents Hako as an iwi authority for RMA purposes			CEO & RMA Contact: Pauline Clarkin hako@xtra.co.nz	
	Hako Tūpuna Trust			Post-settlement governance entity [confirmed 26 August 2014]		Contact: Josie Anderson hako@xtra.co.nz	
Hauraki	Hauraki Māori Trust Board	PO Box 33 Paeroa 3640	Represents the 12 iwi of Hauraki as an iwi authority for RMA purposes			CEO/GM: John McEnteer general@hauraki.iwi.nz	
Ngāti Koheriki	Ngāti Koheriki Claims Committee	PO Box 250 Whitianga 3542			Mandate recognised by the Crown for Treaty settlement negotiations	Chair: Joe Johnson s 9(2)(a)	Kiwi Johnson s 9(2)(a)
Ngāti Maru (Hauraki)	Ngāti Maru Rūnanga Trust	PO Box 37 Thames 3540	Represents Ngāti Maru (Hauraki) as an iwi authority for RMA purposes	Post-settlement governance entity [deed of settlement initialled 8 September 2017]		CEO: David Taipari office@ngatimaru.iwi.nz	RMA Contact: William Peters
Ngāti Paoa	Ngāti Paoa Iwi Trust	PO Box 106-153 Auckland 1010	Represents Ngāti Paoa as an iwi authority for RMA purposes	Post-settlement governance entity [deed of settlement signed 20 March 2021]		Tumuaki (Chairperson): Tania Tarawa admin@ngatipaoaiwi.co.nz	
	Ngāti Paoa Trust Board	PO Box 204-144	Represents Ngāti Paoa as			Principal Officer/RMA contact: Dave Roebeck nptb@ngatipaoatrustboard.co.nz	

		Highbrook Auckland 2161	an iwi authority for RMA purposes				
Ngāti Tamaterā	Ngāti Tamaterā Treaty Settlement Trust	PO Box 28 Thames 3540	Represents Ngāti Tamaterā as an iwi authority for RMA purposes	Post-settlement governance entity [deed of settlement initialled 20 Sep 2017]		General Manager & RMA contact: s 9(2)(a)	
Waikato- Tainui	Te Whakakitenga o Waikato	PO Box 648 Waikato Mail Centre Hamilton 3240	Represents Waikato-Tainui as an iwi authority for RMA purposes	Post-settlement governance entity [1995 & 2010 Treaty settlements]		CEO: Donna Flavell secretariat@tainui.co.nz	RMA contact: Manaaki Nepia s 9(2)(a)
	Waahi Whaanui Trust	PO Box 227 Raahui Pookeka Huntly 3740			Represents RMA interests of Ngāti Kuaaarangi, Ngāti Mahuta, Ngāti Tai, Ngāti Whaawhaakia hapū.	CEO/GM & RMA contact: Hori Awa s 9(2)(a)	

Attachment 3 – Project area detail



Attachment 4 – Solar Farm indicative layout



Attachment 4 – Proposed views



Proposed View (Panels facing East)



Proposed View (Panels facing West)