

## Application 2021-055 Karori Comprehensive Care Retirement Village (Ryman Healthcare Limited)

To:	Required action:
Hon David Parker, Minister for the Environment	Consider this report prior to making a under section 24 of the FTCA
Date submitted: 27 January 2022	

### Ministry for the Environment contacts

Position	Name	Cell Phone	1 <sup>st</sup> Contact
Principal Author	Pip Lee		
Manager	Stephanie Frame	s9(2)(a)	✓
Director	Sara Clarke	s9(2)(a)	

### 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 Karori Comprehensive Care Retirement Village project to an expert consenting panel (a panel).

### Proposed project

3. The applicant proposes to establish a retirement village on the former Wellington Teachers' Training College campus in central Karori, Wellington. The development will provide 128 hospital and specialist dementia care beds and 179 independent living apartments.
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 (3)	Port Nicholson Block Settlement Trust Te Rūnanga o Toa Rangatira Incorporated Muaūpoko Tribal Authority Incorporated <i>Contact details are in Attachment 2</i>
s17(3)(b)	Treaty settlements that relate to the project area (2)	Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 Ngāti Toa Rangatira Claims Settlement Act 2014
s17(3)(a)	Relevant Treaty settlement entities (2)	Port Nicholson Block Settlement Trust Toa Rangatira Trust <i>Contact details are in Attachment 2</i>
s17(3)(c)	Relevant principles and provisions of the Treaty settlements	<i>See below</i>
s17(3)(d)	Negotiation mandates recognised by the Crown	Ngāti Tama ki Te Upoko o Te Ika Muaupoko Tribal Authority Incorporated
s17(3)(d)	Current Treaty settlement negotiations	None
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 material

### Project details

- The project site covers 3.06 hectares between Campbell Street and Donald Street in central Karori, Wellington, as shown in Attachment 3. It is bounded to the north by the Wellington City Council Karori Pool and carpark, a childcare centre and residential properties, and by residential properties to the south.
- Three of the former Teachers' Training College buildings remain in the north-eastern corner of the site; all other buildings have been removed.
- The proposed project layout is shown in Attachments 4 and 5.

## Statutory matters relating to this report

9. 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.
10. There are therefore no court orders granted under the MACAA or another Act to consider in your referral decision for this project.<sup>1</sup>

## Iwi authorities

### Methodology and information sources

11. 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.
12. 'Area of interest' can mean different things depending on context and can be difficult to define precisely on a map, particularly on small scale maps depicting large geographical areas. For the purposes of this report, we have used information from the following sources as a basis for identifying iwi areas of interest:
  - a. the Iwi Areas of Interest viewer, an online application managed by the Ministry of Māori Development - Te Puni Kōkiri (TPK)
  - b. 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
  - c. 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
  - d. area of interest maps in signed Treaty settlement deeds or other Treaty settlement documents.
13. The FTCA does not define iwi authority, so under section 7(2) of the FTCA, it 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.
14. To identify the relevant iwi authorities for the identified areas of interest, we sourced and considered information from the TKM online directory noted above and from comments provided by the relevant local authorities – Greater Wellington Regional Council and Wellington City Council – in response to request for comment on the referral application under section 21(2)(a) of the FTCA.

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<sup>1</sup> 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 relevant to project**

15. The project site lies within the areas of interest, identified from one or more of the sources in paragraph 12, for Taranaki Whānui ki Te Upoko o Te Ika, Ngāti Toa Rangatira, Muaūpoko and Ngāti Tama ki Te Upoko o Te Ika.
16. We have identified three iwi authorities associated with these iwi/groups:
  - a. Port Nicholson Settlement Block Trust, representing Taranaki Whānui ki Te Upoko o Te Ika and Ngāti Tama ki Te Upoko o Te Ika
  - b. Te Runanga o Toa Rangatira Incorporated, representing Ngāti Toa Rangatira
  - c. Muaūpoko Tribal Authority, representing Muaūpoko.

### **Treaty settlements and Treaty settlement entities**

17. 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. The Te Arawhiti i-Cat database listed in paragraph 12(c) and documents on the [NZ Government Treaty settlements website](#) were the primary information sources for our analysis.

### **Treaty settlements relating to the project area**

18. 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.
19. The project site falls within the area of interest covered by Treaty settlements with the following two iwi/groups:
  - a. Taranaki Whānui ki Te Upoko o Te Ika
  - b. Ngāti Toa Rangatira.
20. The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 gives effect to certain provisions of the deed of settlement signed by Taranaki Whānui ki Te Upoko o Te Ika, the Port Nicholson Block Settlement Trust and the Crown on 19 August 2008, and an amendment deed signed in December 2018. The [deeds and other relevant documents](#) are available on the NZ Government Treaty settlement website.
21. The Ngāti Toa Rangatira Claims Settlement Act 2014 gives effect to certain provisions of the deed of settlement signed by Ngāti Toa Rangatira, Trustee of the Toa Rangatira Trust and the Crown on 7 December 2012 and an amendment deed signed in November 2013. The [deeds and associated documents](#) are available on the NZ Government Treaty settlement website.

### **Relevant Treaty settlement entities**

#### **Post-settlement governance entities**

22. 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.
23. The respective post-settlement governance entities associated with the Treaty settlement Acts noted above are:
  - a. Port Nicholson Settlement Block Trust
  - b. Toa Rangatira Trust. Te Rūnanga o Toa Rangatira Incorporated is the trustee of this trust.

### **Other bodies recognised or established under a Treaty settlement Act**

24. 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.
25. 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**

### **Taranaki Whānui and Ngāti Toa Treaty settlements**

#### **Crown acknowledgements and apologies**

26. 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.
27. The Taranaki Whānui ki Te Upoko o Te Ika Deed of Settlement contains the Crown's apology to Taranaki Whānui and their ancestors and descendants. This apology was delivered publicly by the then prime minister, Rt. Hon John Key, on 30 July 2009. It includes the following statements:

*The Crown is deeply sorry that it has not always lived up to its Treaty of Waitangi obligations and that it has breached the Treaty of Waitangi, and its principles, in its dealings with Taranaki Whānui.*

*The Crown profoundly regrets that over the generations to the present day its breaches of the Treaty of Waitangi have significantly impacted on your social and traditional structures, your autonomy, your ability to exercise your customary rights and responsibilities, your capacity for economic and social development and your physical, cultural and spiritual well-being.*

*Through this settlement the Crown is seeking to atone for its past wrongs towards you, restore its honour which has been tarnished by its actions, and to begin the process of healing. It is the Crown's hope that this apology will mark a pivotal point in the rebuilding and enhancement of our relationship with you. We look forward to building a relationship of mutual trust and co-operation that can flourish in the future.*

28. The Crown apology to Ngāti Toa expresses (among other things) deep regret for the cumulative effect of Crown actions and omissions, which severely damaged the iwi's social and traditional tribal structures, their autonomy and ability to exercise customary rights and responsibilities, their capacity for economic and social development and their physical, cultural and spiritual well-being.
29. The Crown says it hopes that the apology and settlement will mark the beginning of a new, positive and enduring relationship with Ngāti Toa Rangatira founded on mutual trust and co-operation and respect for Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
30. Respect for the views of each iwi on resource management matters and enabling their meaningful participation as Treaty partners in decision-making relating to the management and use of natural and physical resources within their areas of interest are important ways in which the Crown can give effect to these acknowledgements and uphold its relationship with the iwi.

#### **Other redress**

31. No other cultural or commercial redress provided under the two settlements would be directly affected by the project. Neither of the settlements create new co-governance or co-management processes that would affect decision-making under the RMA.

## Current negotiation mandates and settlement negotiations

32. 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.
33. Ngāti Tama ki Te Upoko o Te Ika are part of the Taranaki Whānui settlement but have the option to have their historical claims settled by another group holding a Crown-recognised mandate. Ngāti Tama Mandate Ltd (NTML) was established in 2009 to represent Ngāti Tama iwi members wishing to engage in direct negotiations with the Crown and had their mandate to negotiate a Treaty settlement recognised by the Crown in 2013.
34. Terms of Negotiation were signed in 2014, however the process stalled before achieving any significant negotiation milestone. According to information available online, this company was dissolved on 9 September 2016. Ngāti Tama ki Te Upoko o Te Ika would need to renew its mandate before re-entering Treaty settlement negotiations with the Crown.
35. Muāupoko Tribal Authority Incorporated has a Crown-recognised mandate that maps a traditional area extending from the Rangitikei River to Sinclair and Turakirae Heads in Wellington.

## Details in this report affect certain provisions of the FTCA

### Notices of referral decision

36. 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.
37. 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.
38. The relevant iwi authorities and Treaty settlement entities for receipt of the notice are identified in paragraph 5; contact details are in Attachment 2.
39. We have not identified any other relevant iwi authorities or Treaty settlement entities who may have an interest in the project, and there are no relevant joint management agreements or Mana Whakahono ā Rohe to consider.

### Expert consenting panel membership

40. 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.
41. 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.
42. Relevant iwi authorities for the project are identified in paragraph 5.

### **Panel invitations to comment**

43. 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.
44. The relevant iwi authorities and Treaty settlement entities for the proposed project are listed in paragraph 5.
45. A panel may also invite comments from any other person it considers appropriate.

### **Provision of Cultural Impact Assessment**

46. 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.<sup>2</sup> 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.
47. 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 Karori Comprehensive Care Retirement Village project are listed in paragraph 5.

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<sup>2</sup> Clause 9(5) of Schedule 6 of the FTCA.



## Attachment 1 – Location





## Attachment 2 – Contact information

Iwi/hapū	Representative body	Contact details	RMA Iwi authority	Treaty settlement entity	Other	Contact person	Copies to
Taranaki Whānui ki te Upoko o te Ika	Port Nicholson Block Settlement Trust	PO Box 12-164 Wellington 6144	Represents Taranaki Whānui as an iwi authority for RMA purposes	Post-settlement governance entity under Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009		GM   Kaiwhakahaere Pakihi: Kirsty Tamanui <a href="mailto:reception@portnicholson.org.nz">reception@portnicholson.org.nz</a>	
Ngāti Toa Rangatira	Te Rūnanga o Toa Rangatira Incorporated	PO Box 50355 Porirua 5240	Represents Ngāti Toa Rangatira as an iwi authority for RMA purposes	Trustee of post-settlement governance entity under Ngāti Toa Rangatira Claims Settlement Act 2014		CEO: Helmut Modlik s9(2)(a)	RMA Contact: Naomi Solomon s9(2)(a)
	Toa Rangatira Trust			Post-settlement governance entity under Ngāti Toa Rangatira Claims Settlement Act 2014			
Muaūpoko	Muaūpoko Tribal Authority Incorporated	PO Box 1080 Levin 5510	Represents Muaūpoko as an iwi authority for RMA purposes			CEO: Di Rump <a href="mailto:admin@muaupoko.iwi.nz">admin@muaupoko.iwi.nz</a>	

## Attachment 3 – Project site detail





## Attachment 4 – Proposed site plan



## Attachment 5 – Visual

