

## Application 2021-075 Flints Park West, Ladies Mile – Te Pūtahi (Glenpanel Development 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: 10 March 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	Caroline Hart	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 Flints Park West, Ladies Mile – Te Pūtahi project to an expert consenting panel (a panel).

### Proposed project

3. The applicant (Glenpanel Development Limited) proposes to subdivide 8.6 hectares of an 18-hectare block of rural land between the Shotover River and Lake Hayes, near Queenstown, and construct approximately 315 residential units (or approximately 180 residential units, a church/chapel and a school) and supporting infrastructure including roads and public open space. A location map is in Attachment 1.
4. As shown in Attachment 2, the site lies on the northern side of the Frankton-Ladies Mile Highway (State Highway 6), to the west of the sites for two other similar projects: Flints Park, also being developed by the applicant, and which was referred for fast-track consenting in November 2021, and Glenpanel, Ladies Mile – Te Pūtahi which is the subject of a concurrent referral application by another party.

## 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 (1)	Te Rūnanga o Ngāi Tahu (TRoNT) <i>Contact details are in Attachment 3</i>
s17(3)(b)	Treaty settlements that relate to the project area (1)	Ngāi Tahu Claims Settlement Act 1998
s17(3)(a)	Relevant Treaty settlement entities (1)	TRoNT <i>Contact details are in Attachment 3</i>
s17(3)(c)	Relevant principles and provisions of the Treaty settlement	<i>See below</i>
s17(3)(d)	Groups with a negotiation mandate recognised by the Crown who are yet to commence Treaty settlement negotiations	None
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 area

- The project site lies on the south-western slopes of Slope Hill and the flat land to the north of State Highway 6. As shown in Attachment 2, the proposed development will be sited on the lower, flatter part of the site, covering approximately 8.6 hectares.
- The Queenstown Lakes Spatial Plan, which has been endorsed by Queenstown Lakes District Council (QLDC) but not yet incorporated into relevant planning documents, identifies the wider Ladies Mile area as suitable for urban development. QLDC has also prepared the Ladies Mile Master Plan (LMMP) to enable more intensive urban development within the area. The LMMP was adopted by QLDC in October 2021 and is expected to be implemented through an amendment to the Proposed Queenstown Lakes District Plan scheduled for notification in June 2022. The area covered by the LMMP and its relationship to the project sites is shown in Attachment 2.

## **Project details**

8. The project comprises a comprehensive residential development of the site, comprising:
  - a. up to 315 residential units in a range of housing types including apartments, terraced houses, townhouses and free-standing or duplex residences
  - b. associated infrastructure, roads and reserves proposed to vest in the local authority.
9. There is an option to develop a state-integrated school and chapel as part of the project. This would occupy 2.7 hectares (or approximately 30%) of the site, and consequently reduce the number of residential units to approximately 180.

## **Statutory matters relating to this report**

10. 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.
11. 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**

12. 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.
13. '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.

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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.

14. 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.
15. To identify the relevant iwi authorities for the identified areas of interest, we sourced and considered information from:
  - a. the TKM online directory noted above
  - b. Queenstown Lakes District Council and Otago Regional Council as the relevant local authorities.

### **Iwi authorities relevant to project**

16. Te Rūnanga o Ngāi Tahu (TRoNT) is the sole iwi authority for the project area.
17. TRoNT is made up of 18 Papatipu Rūnanga (rūnanga) to which members of Ngāi Tahu Whānui can belong.
18. Along with TRoNT, the rūnanga were established by Te Rūnanga o Ngāi Tahu Act 1996 (TRoNT Act). Each of the rūnanga hold the rights, interests and responsibilities to defined areas of land and waters within the Ngāi Tahu rohe.
19. Seven rūnanga have a shared interest in the Queenstown Lakes District:
  - a. Te Rūnanga o Moeraki
  - b. Kāti Huirapa Rūnaka ki Puketeraki
  - c. Te Rūnanga o Ōtākou
  - d. Hokonui Rūnaka
  - e. Te Rūnaka o Ōrāka-Aparima
  - f. Te Rūnanga o Awarua
  - g. Waihōpai Rūnaka.
20. Section 15 of the TRoNT Act specifies that where any enactment requires consultation with any iwi or iwi authority in respect of matters affecting Ngāi Tahu Whānui, it will be held with TRoNT.
21. When TRoNT undertakes such consultation, the TRoNT Act also requires it to seek and have regard to the views of the rūnanga and hapū they consider may wish to comment on the matter being consulted on.
22. Two organisations undertake liaison between the rūnanga of the Otago/Southland regions and TRoNT, and on their behalf engage with the local authorities in these areas in relation to RMA matters:
  - a. Aukaha – based in Dunedin, and which is owned by, and represents Te Rūnanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou, Te Hokonui Rūnanga, and Te Rūnanga o Waihao.
  - b. Te Ao Marama Incorporated – based at Murihiku Marae in Invercargill, and which represents Hokonui Rūnanga, Te Rūnaka o Ōrāka-Aparima, Te Rūnanga o Awarua, and Waihōpai Rūnaka.

## Treaty settlements and Treaty settlement entities

23. 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.
24. 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.
25. The Ngāi Tahu Claims Settlement Act 1998 is the only settlement of historical Treaty claims relating to the proposed project area. The Act gives effect to certain provisions of the deed of settlement between TRoNT and Her Majesty the Queen, dated 21 November 1997, and amendment deeds signed in 1998 and 1999. The [deeds and related documents](#) are available on the NZ Government's Treaty settlement website.
26. The settlement applies to the Takiwā of Ngāi Tahu, as defined in section 5 of the TRoNT Act, and which covers the majority of the South Island of Aotearoa (Te Waipounamu). A [settlement summary](#) is available on TRoNT's website.
27. TRoNT is the post-Treaty settlement governance entity associated with the Treaty settlement.
28. A Treaty settlement entity is also defined for the purposes of the Act as including a board, trust, committee, authority, or other body, recognised in, or established under a Treaty settlement Act. No such entities established by the Ngāi Tahu Treaty settlement are relevant to the proposed project.

## Relevant principles and provisions of the Ngāi Tahu Treaty settlement

29. As part of the Ngāi Tahu Treaty settlement, the Crown apologises to Ngāi Tahu for its past failures to acknowledge Ngāi Tahu rangatiratanga and mana over the South Island lands within its boundaries, and, in fulfilment of its Treaty obligations, the Crown states that it recognises Ngāi Tahu as the tāngata whenua of, and as holding rangatiratanga within, the Takiwā of Ngāi Tahu Whānui.
30. Rangatiratanga as a concept and a practice encompasses rights, responsibilities and obligations, including kaitiakitanga in relation to the land and resources within the Takiwā. Respect for Ngāi Tahu views on resource management matters and enabling effective involvement of Ngāi Tahu as a Treaty partner in resource management decision-making within the Takiwā are important ways in which the Crown can give on-going effect to these acknowledgements and uphold its relationship with Ngāi Tahu.
31. The settlement did not create any new co-governance or co-management processes affecting decision-making under the RMA.
32. The proposed project does not directly affect any specific commercial or cultural redress provided by the Treaty settlement.
33. Importantly, 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 a statutory acknowledgement – 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.

34. While the Treaty settlement identifies the Ngāi Tahu association with many named sites and areas, there are many other sites within the Ngāi Tahu Takiwā which are sacred or hold special significance for both local Ngāi Tahu tangata whenua and the iwi as a whole.
35. The relevant rūnanga and their agents are best placed to advise on such matters in the first instance.

## **Current negotiation mandates and settlement negotiations**

36. There are no recognised mandates for negotiation of any further historical Treaty claims, or any current or anticipated negotiations for settlement of historical Treaty claims, affecting the proposed project area.

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

### **Notices of referral decision**

37. 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.
38. 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.
39. TRoNT is the sole relevant iwi authority and Treaty settlement entity for receipt of the notice of decisions; contact details are in Attachment 3.
40. If you decide to refer the project we recommend copying the notice of decisions to the relevant Rūnanga, through their agents Aukaha and Te Ao Marama Incorporated, to facilitate these parties' preparedness for engagement in the panel process. Contact details are in Attachment 3.

### **Expert consenting panel membership**

41. 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.
42. 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.
43. TRoNT is the relevant iwi authority for the project.

### **Panel invitations to comment**

44. 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.
45. TRoNT is the relevant iwi authority and Treaty settlement entity for the proposed project.
46. We also recommend a panel invite comments from the appropriate rūnanga, through their representative agents Aukaha and Te Ao Marama Incorporated. This is because TRoNT is obliged to consult with the rūnanga when providing comments on local issues. Additionally, this consultative framework has been agreed between the iwi and local authorities and is well established under standard RMA process. Contact details are included in Attachment 3.
47. A panel may also invite comments from any other person it considers appropriate. We have not identified any further parties.

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

48. 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.

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

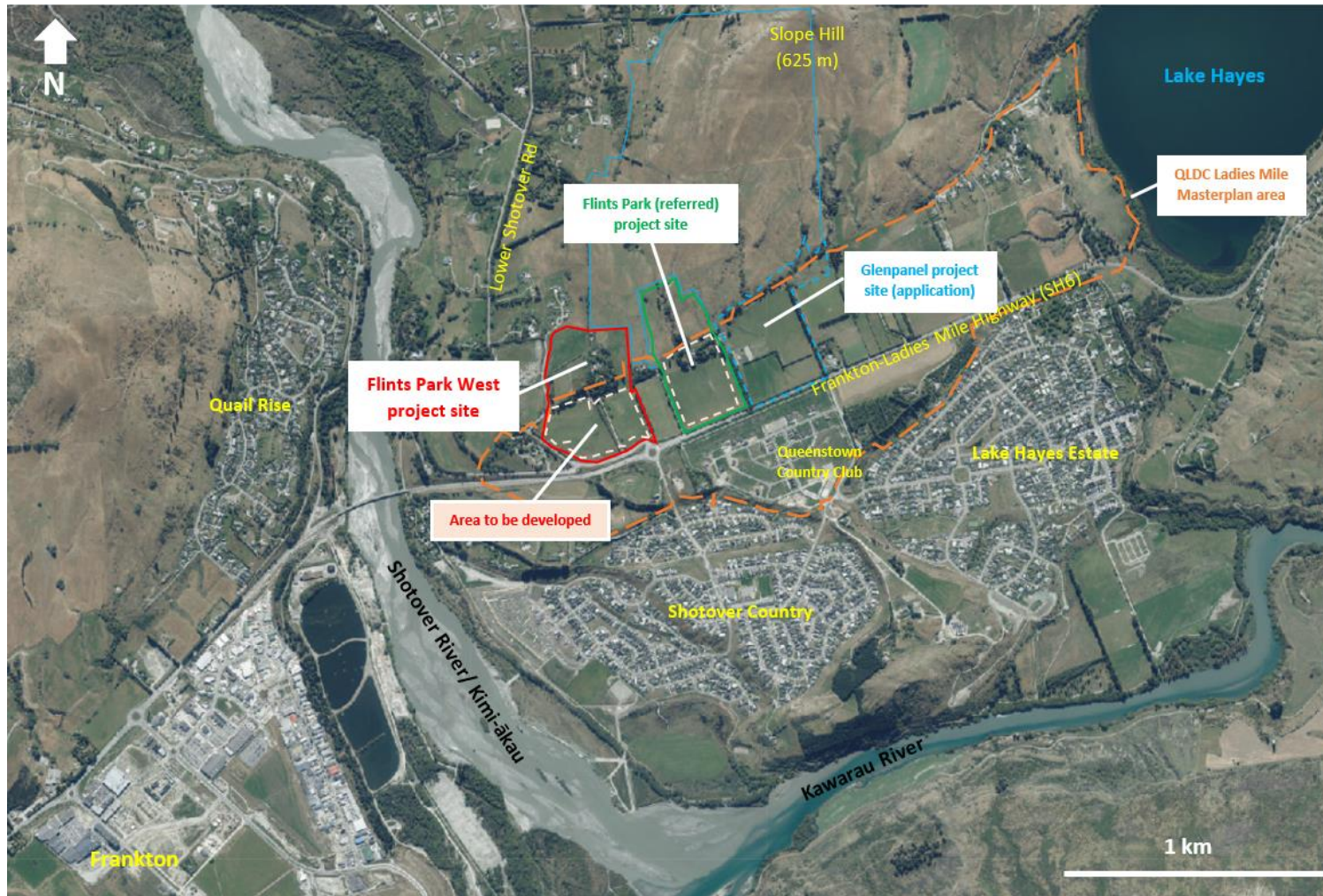


## Attachment 1 – Location





## Attachment 2 – Project site details



## Attachment 3 – Contact information

Iwi/hapū	Representative body	Contact details	RMA Iwi authority	Treaty settlement entity	Other	Contact person	Copies to
Ngāi Tahu	Te Rūnanga o Ngāi Tahu (TRoNT)	P.O. Box 13 046 Christchurch 8141  Ph: s9(2)(a)	Represents Ngāi Tahu as an 'iwi authority' for RMA purposes	The post-Treaty settlement governance entity under the Ngāi Tahu Claims Settlement Act 1998		CEO/Kaihautū – Arihia Bennett <a href="mailto:info@ngaitahu.iwi.nz">info@ngaitahu.iwi.nz</a>	General Manager Te Ao Turoa: Trudy Heath s9(2)(a) s9(2)(a)
Ngāi Tahu Papatipu Rūnanga with shared interests in Queenstown Lakes District:	Aukaha is an advisory company which represents 5 Papatipu Rūnanga	Aukaha PO Box 446 Dunedin 9054  Ph: s9(2)(a)			Aukaha General Manager, Mana Taiao – Kate Timms-Dean s9(2)(a)	Aukaha Principal Planner, Mana Taiao– Sandra McIntyre s9(2)(a)	
Te Rūnanga o Moeraki Kāti Huirapa Rūnaka ki Puketeraki Te Rūnanga o Ōtākou Te Rūnanga o Hokonui Te Rūnaka o Ōrāka-Aparima Te Rūnanga o Awarua Te Rūnanga o Waihōpai	Te Ao Marama Inc represents the 4 Rūnanga in Murihiku (south of the Clutha River – Mata-au)	Te Ao Marama Inc C/- Murihiku Marae 408 Tramway Rd Invercargill 9844  Ph: s9(2)(a)			Te Ao Marama Inc Kaupapa Taiao Manager – Dean Whaanga s9(2)(a)		



## Attachment 4 – Conceptual layout

