

Report prepared in accordance with Section 17 Covid-19 (Fast-track Consenting) Act 2020

Application 2022-133 Wairau Housing Development Project

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: 4 May 2023	

Ministry for the Environment contacts

Position	Name	Cell Phone	1 st Contact
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Acting Director	Lorena Stephen	s 9(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 regarding the application request to refer the Wairau Housing Development Project (project) to an expert consenting panel (panel).

Proposed project

3. The applicant (Hāpai Development Property Limited Partnership) proposes to develop an approximately 4.5-hectare site into a residential development comprising 2 properties located at 46-48 Hospital Road, Blenheim region.
4. The project will involve the construction of approximately 105 residential units and supporting infrastructure including roads and reserves intended to vest with Marlborough District Council, accessways, car-parking areas and three-waters services. The site adjoins the Wairau hospital.
5. A location map is in Attachment 1.

Essential information

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

FTCA Section	Information required	Detail	
17(3)(a)	Relevant iwi authorities	6	Refer iwi authorities section below. <i>Contact details are in Attachment 2</i>
17(3)(b)	Treaty settlements that relate to the project area	3	
17(3)(a)	Relevant Treaty settlement entities	7	
17(3)(c)	Relevant principles and provisions of the Treaty settlements	Details in blue-shaded section below	
17(3)(d)	Groups with a negotiation mandate recognised by the Crown which are yet to commence Treaty settlement negotiations	N/A	
17(3)(d)	Current Treaty settlement negotiations	N/A	
17(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	N/A – not in CMA	

Supporting information

Project details

7. The project site covers approximately 4.5-hectares of characteristically urban land. The site has frontage to and primary access from Hospital Road to the north.
8. The project will comprise subdividing land, demolishing buildings and structures, removing vegetation, carrying out earthworks, discharging stormwater onto land, constructing residential units, landscaping and planting of open space, constructing or installing infrastructure or structures including roads and accessways, and infrastructure for three waters services.
9. The project layout is in Attachment 3.

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 no court orders granted under the MACAA or another Act to consider in your referral decision for this project.¹

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 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.
14. For the purpose of this report, we have considered information from the following sources as a starting point for identifying iwi areas of interest:
 - a. 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. the Iwi Areas of Interest viewer, an online application managed by the Ministry of Māori Development – Te Puni Kōkiri (TPK)
 - d. 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.
15. 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 carefully consider 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.
16. 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

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.

(RMA): the authority which represents an iwi and which is recognised by that iwi as having authority to do so.

17. To identify iwi authorities associated with the identified areas of interest, we considered information from:
 - a. the sources noted above including the TKM online directory
 - b. Marlborough District Council² (MDC) as the sole relevant local authority.

Iwi authorities relevant to project

18. We have identified, via the information sources, the relevant iwi authorities for the project area, as:
 - a. Te Rūnanga o Toa Rangatira Incorporated representing Ngāti Toa Rangātira iwi
 - b. Te Runanga o Ngāti Kuia Trust representing Ngāti Kuia iwi
 - c. Rangitāne o Wairau Settlement Trust representing Rangitāne o Wairau iwi
 - d. Te Pātaka a Ngāti Kōata representing Ngāti Kōata iwi
 - e. Ngāti Rārua Settlement Trust representing Ngāti Rārua iwi
 - f. Te Ātiawa o Te Waka-a-Māui Trust representing Te Ātiawa o Te Waka-a-Māui iwi
19. We note in their invited comments, MDC identified the same iwi authorities.

Other iwi authorities, treaty settlement entities and parties which may have an interest in the project

20. We note in their invited comments, MDC identified Ngāti Apa ki Te Rā Tō Post-Settlement Trust and Ngāti Tama ki Te Waipounamu Trust, however this is not supported by any other available information. We consider they may have an interest and recommend they be included, as an 'other' party which may have an interest.

Treaty settlements and Treaty settlement entities

21. 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 iCat online database and [NZ Government Treaty settlements website](#), together with advice from the Office for Māori Crown Relations – Te Arawhiti.
22. 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.
23. The project site falls within the area of interest covered by Treaty settlements with the following iwi:
 - a. Ngāti Toa Rangātira – settlement act
 - b. Ngāti Kuia and Rangitāne o Wairau – settlement act
 - c. Ngāti Kōata, Ngāti Rārua and Te Ātiawa o Te Waka-a-Māui – settlement act

² Marlborough District Council is a Unitary local authority with regional and local government responsibilities.

24. [Ngāti Toa Rangātira Claims Settlement Act 2014](#) is a settlement of historical Treaty claims relating to the project area. The Act gives effect to certain provisions of the deed of settlement signed by Ngāti Toa Rangātira, Trustee of the Toa Rangātira Trust and the Crown on 7 December 2012 and amendment dated November 2013. [Ngāti Toa Rangātira deed of settlement documents](#) can be accessed on the NZ Government Treaty settlements website.
25. [Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Claims Settlement Act 2014](#) is a settlement of historical Treaty claims relating to the project area. The Act gives effect to certain provisions of the following deeds of settlement:
 - a. Ngāti Kuia and the Crown signed a deed of settlement on 23 October 2010, including amendments in December 2012, August 2013, July 2014 and December 2014. [Ngāti Kuia deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website
 - b. Rangitāne o Wairau and the Crown signed a deed of settlement on 4 December 2010, including amendments in December 2012, October 2013, May 2014 and July 2014. [Rangitāne o Wairau deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.
26. [Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui Claims Settlement Act 2014](#) is a settlement of historical Treaty claims relating to the project area. The Act gives effect to certain provisions of the following deeds of settlement:
 - a. Ngāti Kōata, Te Pātaka a Ngāti Kōata and the Crown signed a deed of settlement on 21 December 2012, including an amendment in August 2013 and a second deed amendment in July 2014. [Ngāti Kōata deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website
 - b. Ngāti Rārua and the Crown signed a deed of settlement on 13 April 2013 including an amendment in October 2013. [Ngāti Rārua deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website
 - c. Te Ātiawa o Te Waka-a-Māui and the Crown signed a deed of settlement on 21 December 2012 including an amendment in October 2013. [Te Ātiawa o Te Waka-a-Māui deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.

Relevant Treaty settlement entities

Post-settlement governance entities

27. 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.
28. We have identified the following post-settlement governance entities associated with the Treaty settlements:
 - a. Te Rūnanga o Toa Rangātira Incorporated under the [Ngāti Toa Rangātira Claims Settlement Act 2014](#).
 - b. Te Runanga o Ngāti Kuia Trust and Rangitāne o Wairau Settlement Trust under the [Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Claims Settlement Act 2014](#)

- c. Te Pātaka a Ngāti Kōata, Ngāti Rārua Settlement Trust and Te Atiawa o Te Waka-a-Māui Trust under the [Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui Claims Settlement Act 2014](#).
- 29. A post-settlement governance entity may exist ahead of finalisation of a deed of settlement and/or enactment of Treaty settlement legislation.
- 30. There are no post-settlement governance entities in this category that are relevant.

Other bodies recognised or established under a Treaty settlement Act

- 31. 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.
- 32. No such entity established by the Claims Settlement Acts noted above is relevant to the proposed project.

Relevant principles and provisions of the Treaty settlements for:

Ngāti Toa Rangatira, Ngāti Kuia and Rangitāne o Wairau, Ngāti Kōata, Ngāti Rārua and Te Atiawa o Te Waka-a-Māui

Crown acknowledgements and apologies

- 33. As part of all of the identified Treaty settlements, 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.

Relevant principles and provisions of the Ngāti Toa Rangatira Treaty settlement

- 34. The Crown recognises that a number of Ngāti Toa Rangatira, including Te Rauparaha and Te Rangihaeata, signed Te Tiriti o Waitangi/the [Treaty of Waitangi](#) in 1840. The Crown profoundly regrets that it has not always lived up to its obligations to Ngāti Toa Rangatira under Te Tiriti o Waitangi/the Treaty of Waitangi.
- 35. As part of the apology offered by the Crown to Ngāti Toa Rangatira, to their ancestors, and to their descendants in the Ngāti Toa Rangatira Claims Settlement Act 2014, the Crown unreservedly apologises for failing its obligations and for breaching Te Tiriti o Waitangi/the Treaty of Waitangi and its principles which have hurt and caused prejudice to Ngāti Toa Rangatira.
- 36. The Crown says it is deeply sorry for its actions that intentionally undermined the mana and rangatiratanga of leading Ngāti Toa Rangatira chiefs, in particular, for its indefinite detention of Te Rauparaha, and deeply regrets it has failed, until now, to acknowledge this injustice in an appropriate manner.
- 37. The Crown profoundly regrets and apologises for leaving Ngāti Toa Rangatira virtually landless and unable to access customary resources and significant sites.
- 38. The Crown deeply regrets the cumulative effect of its actions and omissions which severely damaged Ngāti Toa Rangatira social and traditional tribal structures, their autonomy and ability to exercise customary rights and responsibilities, their capacity for economic and social development, and physical, cultural, and spiritual well-being.
- 39. Through the settlement and the apology, the Crown states it hopes 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.

Relevant principles and provisions of the Ngāti Kuia and Rangitāne o Wairau Treaty settlement

Ngāti Kuia

40. The Crown recognises the efforts and struggles of the ancestors of Ngāti Kuia over several generations in pursuit of their grievances against the Crown and makes this apology to Ngāti Kuia, to their ancestors and descendants.
41. The Crown acknowledges that during the late nineteenth century Ngāti Kuia made several claims to the Crown for islands and land areas they did not believe had been sold in the Waipounamu transaction. This included the Tītī Islands, which were an important mahinga kai source for Ngāti Kuia. The Crown's 1933 agreement with Ngāti Kuia over harvesting from the Tītī Islands enabled the iwi to exercise a kaitiaki role over their use of the resource. The Crown acknowledges its decision in the mid-twentieth century to withhold permission for Ngāti Kuia to harvest tītī from these islands has been an ongoing source of frustration for the iwi.
42. The Crown is deeply sorry that it has not always fulfilled its obligations to Ngāti Kuia under the Treaty of Waitangi. The Crown profoundly regrets its long-standing failure to appropriately acknowledge the mana and rangatiratanga of Ngāti Kuia. The Crown is deeply sorry that its failure to protect the interests of Ngāti Kuia when purchasing their land in Te Tau Ihu rapidly left Ngāti Kuia landless. Its failure to provide Ngāti Kuia with sufficient reserves in Te Tau Ihu marginalised them from the benefits of economic development in the region.
43. The Crown acknowledges that its actions have impacted on the ability of Ngāti Kuia to access many of their traditional resources, including the rivers, lakes, forests, and (wetlands. The Crown also acknowledges that Ngāti Kuia has lost control of many of their significant sites, including wahi tapu, and that this has had an ongoing impact on their physical and spiritual relationship with the land.
44. The Crown regrets and apologises for the cumulative effect of its actions and omissions, which have had a damaging impact on the social and traditional tribal structures of Ngāti Kuia, their autonomy and ability to exercise customary rights and responsibilities and their access to customary resources and significant sites.
45. The Crown unreservedly apologises to Ngāti Kuia for the breaches of the Treaty of Waitangi and its principles. Through this apology the Crown seeks to atone for these wrongs, restore its honour and begin the process of healing. The Crown looks forward to building a new relationship with Ngāti Kuia that is based on mutual trust, co-operation and respect for the Treaty of Waitangi and its principles.

Rangitāne o Wairau

46. The Crown makes the following apology to Rangitāne, and to their ancestors and descendents.
47. On 17 June 1840, the Rangitāne rangatira Ihaia Kaikoura signed the Treaty of Waitangi at Horahora-kakahu, Port Underwood. The Crown is deeply sorry that it has not fulfilled its obligations to Rangitāne under the Treaty of Waitangi and unreservedly apologises to Rangitāne for the breaches of the Treaty of Waitangi and its principles acknowledged above.

48. The Crown profoundly regrets its long-standing failure to appropriately acknowledge the mana and rangatiratanga of Rangitāne
49. The Crown did not recognise Rangitāne when it purchased the Wairau district in 1847 and recognition of Rangitāne mana in the Te Waipounamu purchase was belated. The Crown is deeply sorry that its acts and omissions quickly left Rangitāne landless and this has had a devastating impact on the economic, social, and cultural well-being and development of Rangitāne.
50. The Crown regrets and apologises for the cumulative effect of its actions and omissions, which have had a damaging impact on the social and traditional structures of Rangitāne, their autonomy and ability to exercise customary rights and responsibilities and their access to customary resources and significant sites.
51. With this apology the Crown seeks to atone for its past wrongs and begin the process of healing. It looks forward to re-establishing its relationship with Rangitāne based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

Relevant principles and provisions of the Ngāti Kōata, Ngāti Rārua and Te Ātiawa o Te Waka-a-Māui Treaty settlement

Ngāti Kōata

52. The Crown makes the following apology to Ngāti Kōata, to their ancestors and to their descendants.
53. When Ngāti Kōata rangatira signed the Treaty of Waitangi at Rangitoto Island in May 1840, they entered into a relationship with the Crown based on hope and mutual respect. However, the Crown accepts and is deeply sorry that it has not always fulfilled its obligations under the Treaty of Waitangi and, for this, unreservedly apologises to Ngāti Kōata.
54. The Crown acknowledges that it has failed to deal with the longstanding grievances of Ngāti Kōata in an appropriate way and that recognition of these grievances is long overdue. The Crown acknowledges that it failed to adequately inform itself of and protect the interests, including the ongoing needs of Ngāti Kōata during the process by which land was granted to the New Zealand Company in 1848, and this failure was a breach of the Treaty of Waitangi and its principles. The Crown acknowledges that in the reserves that became known as the Nelson and Motueka 'tenths' it failed to ensure that the area ultimately reserved was sufficient for the ongoing use and benefit of Ngāti Kōata. The Crown acknowledges that this failure was in breach of the Treaty of Waitangi and its principles
55. The Crown regrets and apologises for its failure to properly respect the rangatiratanga of Ngāti Kōata. Crown actions, moreover, left Ngāti Kōata virtually landless in Te Tau Ihu and alienated them from many of their most sacred sites. For this too the Crown apologises. Their disconnection from their lands, marginalised Ngāti Kōata in the economic development of Te Tau Ihu, and had devastating consequences for the social, cultural, and spiritual wellbeing of Ngāti Kōata. Those consequences continue to be felt today.
56. The Crown acknowledges that the discouragement of the use of Te Reo Maori in Native Schools established in areas where Ngāti Kōata lived detrimentally impacted on the retention of Ngāti Kōata culture
57. With this apology and settlement the Crown seeks to atone for its wrongs. The Crown hopes that through this apology and settlement it can build a new, positive and enduring relationship with Ngāti Kōata based on mutual trust and co-operation and respect for the Treaty of Waitangi and its principles.

Ngāti Rārua

58. The Crown sincerely offers the following apology to Ngāti Rārua, to their tupuna, and to their descendants. The Crown recognises the efforts and struggles of Ngāti Rārua and their tupuna over several generations in pursuit of justice. The Crown is deeply sorry that it has not fulfilled its obligations to Ngāti Rārua under Te Tiriti o Waitangi / the Treaty of Waitangi and, for this, unreservedly apologises to Ngāti Rārua.
59. The Crown admits it did not include Ngāti Rārua in its purchase of the Wairau district in 1847, and only belatedly recognised Ngāti Rārua interests in its Te Waipounamu purchase. The Crown apologises for these failures to recognise the rangatiratanga of Ngāti Rārua and protect their interests.
60. The Crown is sorry that its actions rendered Ngāti Rārua virtually landless in their rohe. This had a devastating impact on the social and cultural well-being of the people of Ngāti Rārua that continues to be seen today. The Crown also accepts that the loss of their land and their restriction to inadequate reserves has significantly marginalised Ngāti Rārua from the benefits of economic development, and limited the autonomy and ability of the iwi to exercise customary rights and responsibilities throughout the Ngāti Rārua rohe.
61. The Crown with this settlement acknowledges the rangatiratanga of Ngāti Rārua and seeks to restore the Crown's honour. The Crown hopes this apology and settlement will mark the beginning of a renewed and enduring relationship with Ngāti Rārua based on mutual trust, co-operation and respect for Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

Te Atiawa o Te Waka-a-Māui

62. The Crown makes the following apology to Te Atiawa, and to their ancestors and descendants. The Crown is deeply sorry that it has failed to live up to the obligations it accepted when more than twenty Te Atiawa rangatira signed the Treaty of Waitangi at Tōtaranui (Queen Charlotte Sound) in May 1840.
63. The Crown profoundly regrets and apologises for its actions, which left Te Atiawa virtually landless in Te Tau Ihu. The Crown recognises that by 1860 Crown land purchases in Te Tau Ihu had largely restricted Te Atiawa to isolated reserves and marginalised the iwi from the new emerging economy. In particular the Crown regrets that when it arranged the purchase of Waitohi as the site of a town for settlers, this meant Te Atiawa had to forsake their principal settlement in Tōtaranui.
64. The Crown acknowledges that Waitohi, at the head of Tōtaranui (Queen Charlotte Sound), was Te Atiawa's principal settlement on the mainland, and that: the Crown's promise to survey a town at Waikawa was the main incentive for Te Atiawa to finally agree to sell Waitohi and move to Waikawa; the Crown did not precisely define the boundaries of the land to be purchased in the preliminary 1848 agreement and did not show the boundaries of the purchase on a map until a deed was signed in 1850; the land set aside for Te Atiawa at Waikawa was less suitable for their cultivations than the land they gave up at Waitohi; and the Crown did not fulfil its promise in the 1850 deed to build a chapel for Te Atiawa at Waikawa until 1860. The Crown acknowledges the sense of grievance felt by Te Atiawa at having to relocate from Waitohi to Waikawa and that this grievance exists to the present day.
65. The Crown acknowledges that environmental modification and degradation, particularly in the Marlborough Sounds, has had a detrimental impact on sites of cultural and spiritual significance to Te Atiawa and limited the ability of Te Atiawa to access some of their traditional land and sea resources.

66. The Crown acknowledges that it has failed to appropriately respect Te Atiawa rangatiratanga. It is greatly remorseful that, over the generations to the present day, Crown actions have undermined your social and traditional structures, and your autonomy and ability to exercise your customary rights and responsibilities.
67. The Crown unreservedly apologises to Te Atiawa for failing to honour its obligations under the Treaty of Waitangi. Through this apology the Crown seeks to atone for these wrongs and hopes that this settlement will mark the beginning of a new relationship with Te Atiawa based on the Treaty of Waitangi and its principles.

Redress within the Treaty settlements

Resource management matters

68. Affording respect to the views of iwi on resource management matters and enabling iwi to meaningfully participate as a Treaty partner in resource management decision-making within their takiwā/area of interest are important ways in which the Crown can give effect to these acknowledgements and apologies.

Other redress of the Treaty settlement

69. The Treaty settlement does not create any new co-governance or co-management processes which would affect decision-making under the RMA for the project. The proposed project does not directly affect any specific commercial or cultural redress provided by the Treaty settlement.
70. As a general principle, an absence of specific settlement redress does not indicate the absence of an iwi 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.
71. 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 – 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.

Current negotiation mandates and settlement negotiations

72. 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.
73. There are no current Treaty settlement negotiations affecting the project area.

Details in this report affect certain provisions of the FTCA

Notices of referral decisions

74. 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.
75. 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.
76. If you decide to refer, we have identified six relevant iwi authorities and seven relevant Treaty settlement entities who must receive notice of the decisions. Contact details are in Attachment 2.
 77. We have identified Ngāti Tama ki Te Waipounamu Trust and Ngāti Apa ki Te Rā Tō Post-Settlement Trust, respectively, as 'other' parties who may have an interest in the project, for receipt of the notice of decisions, if you decide to refer the project. Contact details are in Attachment 2.
 78. There are no relevant joint management agreements or Mana Whakahono ā Rohe to consider.

Expert consenting panel membership and invitation to comment

79. 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.
80. 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.
81. 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).
82. If you decide to refer, we have identified 6 relevant iwi authorities and 7 Treaty settlement entities for the proposed project, from whom a panel must invite comment.
83. We have identified Ngāti Tama ki Te Waipounamu Trust and Ngāti Apa ki Te Rā Tō Post-Settlement Trust, respectively, may have an interest in the project area. We recommend you direct a panel under section 24(2)(e) of the FTCA to invite comment from each party if you decide to refer the project.
84. A panel may also invite comments from any other person it considers appropriate.

Provision of cultural impact assessment

85. Any resource consent application submitted to a panel for determination must include a cultural impact assessment prepared by or on behalf of the relevant iwi authorities, or a statement of any reasons given by the relevant iwi authorities for not providing that assessment.³

³ Clause 9(5), 13(1)(k) and 13(1)(l) of Schedule 6 of the FTCA.

86. 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 is satisfied.
87. 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. Relevant iwi authorities are listed in Attachment 2.

Attachment 1 – Project Location – Surrounding Area



Attachment 2 – Contact information

Iwi/hapū	Settlement documents / Status	Representative body	RMA relevant iwi authority	Treaty settlement entity (PSGE)	Other party	Contact person
Ngāti Toa Rangatira	Ngāti Toa Rangatira Claims Settlement Act 2014	Te Rūnanga o Toa Rangatira Incorporated	Iwi authority for RMA purposes	Trustee of Post-settlement governance entity		CEO: Helmut Modlik s 9(2)(a) cc: RMA Contact – Debbie Rene resource@ngatitua.iwi.nz
		Toa Rangatira Trust		Post-settlement governance entity		
Ngāti Kuia	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Claims Settlement Act 2014	Te Rūnanga o Ngāti Kuia Trust	Iwi authority for RMA purposes	Post-settlement governance entity		GM: Dave Johnston tari@ngatikuia.iwi.nz cc: RMA Contact – Lewis Smith s 9(2)(a)
Rangitāne o Wairau	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Claims Settlement Act 2014	Rangitāne o Wairau Settlement Trust	Iwi authority for RMA purposes	Post-settlement governance entity		GM: Corey Hebbard admin@rangitane.org.nz
Ngāti Kōata	Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui Claims Settlement Act 2014	Te Pātaka a Ngāti Kōata	Iwi authority for RMA purposes	Post-settlement governance entity		GM: Justin Carter pa@ngatikoaata.com cc: RMA Contact – Alice Woodward s 9(2)(a)
Ngāti Rārua	Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui Claims Settlement Act 2014	Ngāti Rārua Settlement Trust	Iwi authority for RMA purposes	Post-settlement governance entity		GM: Shane Graham admin@ngatirara.iwi.nz cc: RMA Contact – Rowena Cudby taiao@ngatirara.iwi.nz
Te Ātiawa o Te Waka-a-Māui	Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui Claims Settlement Act 2014	Te Ātiawa o Te Waka-a-Māui Trust	Iwi authority for RMA purposes	Post-settlement governance entity		CEO: Richardt Prosch office@teatiawatrust.co.nz
Ngāti Tama ki Te Tau Ihu		Ngāti Tama ki Te Waipounamu Trust			Other party may have an interest	GM: Hemi Sundgren pouawhina@ngati-tama.iwi.nz cc: RMA Contact – Kura Stafford rma@ngati-tama.iwi.nz
Ngāti Apa ki te Rā Tō		Ngāti Apa ki Te Rā Tō Post-Settlement Trust			Other party may have an interest	GM: Simon Karipa office@ngatiapakiterato.iwi.nz cc: Taiao Advisor – Jen Skilton taiaoadvisor@ngatiapakiterato.iwi.nz
		Ngāti Apa ki Te Rā Tō Charitable Trust			Other party may have an interest	

Attachment 3 – Planned Layout



Attachment 3 – Perspective

