

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

Application 2022-134 Ngongotahā 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: 23 May 2023	

Ministry for the Environment contacts

Position	Name	Cell Phone	1 st Contact
Principal Author	Stephanie McNicholl		
Acting Manager	Rebecca Perrett	s 9(2)(a)	✓
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 Ngongotahā Housing Development Project (project) to an expert consenting panel (panel).

Proposed project

3. The applicant (Watchman Residential Limited) proposes to develop an approximately 15.9-hectare site into a residential development located at 31 Ngongotaha Road (State Highway 36, Ngongotahā, Rotorua, Bay of Plenty region).
4. The project will involve the construction of approximately 196 residential units and supporting infrastructure including roads and reserves intended to vest with Rotorua Lakes Council, accessways, car-parking areas and three-waters services.
5. The project will include construction of a new intersection with State Highway 36, landscaping and planting of open spaces and the creation of a series of wetlands for flood mitigation on a large balance lot.
6. A location map is in Attachment 1.

Essential information

7. 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	5	Refer relevant sections below. Contact details are in Attachment 2
17(3)(b)	Treaty settlements that relate to the project area	4	
17(3)(a)	Relevant Treaty settlement entities	5	
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

8. The project site covers approximately 15.9 hectares of characteristically rural land. The site has frontage and access will be gained from Ngongotaha Road (State Highway 36) to the east.
9. The project involves activities such as subdividing land, carrying out earthworks (including earthworks that disturb potentially contaminated soils), discharging stormwater (which may contain contaminants) onto land or into water, constructing residential units, landscaping and planting of open space (including riparian areas), and constructing or installing infrastructure or structures including roads, accessways, and infrastructure for three waters services (including wetlands for flood mitigation).
10. The project layout is in Attachment 3.

Statutory matters relating to this report

11. 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.
12. 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

13. 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.
14. '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.
15. 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.
16. 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.
17. 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.

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.

18. 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. Bay of Plenty Regional Council (BOPRC) and Rotorua Lakes Council (RLC) as relevant local authorities.

Iwi authorities relevant to project

19. From the information sources, we have identified the relevant iwi authorities for the project area, as:
 - a. Te Arawa Lakes Trust, representing Te Arawa Iwi and Hapū
 - b. Te Pūmautanga o Te Arawa Trust, representing Affiliate Te Arawa
 - c. Te Maru o Ngāti Rangiwewehi Iwi Authority, representing Ngāti Rangiwewehi iwi
 - d. Te Komiti Nui o Ngāti Whakaue Trust, representing Ngāti Whakaue iwi
 - e. Raukawa Settlement Trust, representing Ngāti Raukawa iwi.
20. We note BOPRC identified all of the same iwi authorities which we consider to be relevant and Ngāti Ngararanui and Ngāti Tura Ngāti Te Ngākau iwi, which we consider their representative bodies may have an interest and have addressed below.
21. We note LRC identified Ngāti Rangiwewehi iwi which we consider their representative body to be relevant and Ngāti Ngararanui, Ngāti Tura Ngāti Te Ngākau and Ngāti Tuteaiti iwi, which we consider their representative bodies may have an interest and have addressed below.

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

22. We have noted that both local authorities have identified Ngāti Ngararanui (includes Ngāti Rautao), Ngāti Tura Ngāti Te Ngākau and Ngāti Tuteaiti, however this is not supported by any other available information. We recommend they be included and their representative bodies be identified as an 'other party' which may have an interest.

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. 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.
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 project site falls within the area of interest covered by Treaty settlements with the following iwi:
 - a. Te Arawa Lakes – settlement act
 - b. Affiliate Te Arawa – settlement act
 - c. Ngāti Rangiwewehi – settlement act
 - d. Ngāti Raukawa – settlement act
26. [Te Arawa Lakes Settlement Act 2006](#) is one settlement of historical Treaty claims relating to the project area. The Act gives effect to certain provisions of the deed of

settlement signed by Te Arawa and the Crown on 18 December 2004. [Te Arawa Lakes deed of settlement documents](#) can be accessed on the NZ Government Treaty settlements website.

27. [Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008](#) is one settlement of historical Treaty claims relating to the project area. The Act gives effect to certain provisions of the deed of settlement signed by The Affiliate Te Arawa Iwi and Hapū and the Crown on 11 June 2008, and amendment deed signed in March 2009. [The Affiliate Te Arawa Iwi and Hapū deed of settlement documents](#) can be accessed on the NZ Government Treaty settlements website.
28. [Ngāti Rangiwewehi Claims Settlement Act 2014](#) is one settlement of historical Treaty claims relating to the project area. The Act gives effect to certain provisions of the deed of settlement signed by Te Maru o Ngāti Rangiwewehi and the Crown on 16 December 2012. [Ngāti Rangiwewehi deed of settlement documents](#) can be accessed on the NZ Government Treaty settlements website.
29. [Raukawa Claims Settlement Act 2014](#) is one settlement of historical Treaty claims relating to the project area. The Act gives effect to certain provisions of the deed of settlement signed by Raukawa and the Crown on 2 June 2012. [Raukawa deed of settlement documents](#) can be accessed on the NZ Government Treaty settlements website.

Relevant Treaty settlement entities

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. We have identified the following post-settlement governance entities associated with the Treaty settlements:
 - a. Te Arawa Lakes Trust under the [Te Arawa Lakes Settlement Act 2006](#)
 - b. Te Pūmautanga o Te Arawa Trust under the [Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008](#)
 - c. Te Tāhuhu o Tawakeheimoa Trust under the [Ngāti Rangiwewehi Claims Settlement Act 2014](#)
 - d. Raukawa Settlement Trust under the [Raukawa Claims Settlement Act 2014](#).
32. A post-settlement governance entity may exist ahead of finalisation of a deed of settlement and/or enactment of Treaty settlement legislation.
33. There are no post-settlement governance entities in this category that are relevant.

Other bodies recognised or established under a Treaty settlement Act

34. 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.
35. We note and BOPRC advised Te Arawa Lakes Strategy Group was established under the Te Arawa Lakes Settlement. Act 2006 as a committee which oversees the coordination of policy and actions to improve the Rotorua lakes. We note Waiteti Stream runs through the site and the proximity of the project in relation to Lake Rotorua, to the east of the site. We have included the Te Arawa Lakes Strategy Group as a relevant treaty settlement entity.

Relevant principles and provisions of the Treaty settlements for:

Te Arawa Lakes, Affiliate Te Arawa Iwi/Hapū, Raukawa and Ngāti Rangiwewehi

Crown acknowledgements and apologies

36. 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 Te Arawa Lakes Treaty settlement

37. The Crown makes this apology to Te Arawa, to their ancestors, to their descendants and to the people and hapū of Te Arawa:
38. The Crown profoundly regrets and unreservedly apologises to Te Arawa for the breaches of [te Tiriti o Waitangi \(the Treaty of Waitangi\)](#) and its principles.
39. The Crown profoundly regrets that past Crown actions in relation to the lakes have had a negative impact on Te Arawa's rangatiratanga over the lakes and their use of lake resources, and have caused significant grievance within Te Arawa.
40. The Crown recognises that Te Arawa value the Te Arawa lakes and the lakes' resources as taonga. The Crown acknowledges the spiritual, cultural, economic, and traditional importance to Te Arawa of the lakes and the lakes' resources.
41. The Crown acknowledges that the introduction of exotic fish species significantly depleted the indigenous species upon which Te Arawa depended for food, hospitality, trade, and koha; and Te Arawa petitioned the Crown for several years concerning the depletion of the indigenous species and access to the new species; and some Te Arawa were prosecuted for fishing without a licence in the lakes during this time; and its failure to legislate for a sufficient number of licences for Te Arawa in 1908 (when it promoted legislation to address the problem of hardship) was in breach of [te Tiriti o Waitangi \(the Treaty of Waitangi\)](#) and its principles.
42. The Crown acknowledges that its deliberate delays in providing survey plans and public maps to Te Arawa for the Native Land Court hearings caused a sense of grievance within Te Arawa that is still held today. The Crown further acknowledges that it failed to review the annuity paid to Te Arawa as part of the 1922 agreement regarding the lakes when it materially lost value as a result of inflation and this was a breach of [te Tiriti o Waitangi \(the Treaty of Waitangi\)](#) and its principles.
43. The Crown acknowledges that Te Arawa has honoured its obligations and responsibilities under [te Tiriti o Waitangi \(the Treaty of Waitangi\)](#), especially, but not exclusively, in its war service overseas and the gifting of portions of the annuity for the national good in the 1930s and 1940s; and Te Arawa has demonstrated a record of co-operation with the Crown in relation to the lakes, but the benefits that Te Arawa expected to flow from its relationship with the Crown were not always realised; and past Crown actions in relation to the Te Arawa lakes have had a negative impact on Te Arawa's tino rangatiratanga over the lakes and their usage of the resources of the lakes; and the pollution and degradation of several of the lakes have caused a sense of grievance within Te Arawa.
44. The Crown acknowledges the significant contribution that the Te Arawa lakes have made to tourism and the wealth of New Zealand and of the Rotorua district in particular.
45. The Crown also recognises the longstanding grievances of Te Arawa in relation to Crown acts and omissions concerning the Te Arawa lakes, expressed through petitions to the Government and the Stout-Ngata Commission. The Crown acknowledges that it

has failed to deal with those grievances in an appropriate way and that recognition of Te Arawa's grievances is long overdue.

46. Accordingly, with this apology, the Crown seeks to atone for these wrongs and begin the process of healing. The Crown looks forward to building a relationship of mutual trust and co-operation with Te Arawa in respect of the lakes.

Relevant principles and provisions of the Affiliate Te Arawa Iwi and Hapū Treaty settlement

47. The Crown recognises the efforts and struggles of the ancestors of the Affiliate in pursuit of their claims for redress, justice, and compensation and makes this apology to the members of the Affiliate, to their ancestors, and to their descendants.
48. The Crown profoundly regrets and unreservedly apologises to the Affiliate for the breaches of the Treaty of Waitangi and its principles.
49. The Crown acknowledges that a large amount of Affiliate land has been alienated since 1840; and the combined effect of the Crown's actions and omissions has left some of the Affiliate virtually landless; and its failure to ensure that all members of the Affiliate were left with sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.
50. The Crown profoundly regrets and unreservedly apologises for the cumulative effect of its actions over the generations, which have undermined tribal structures and had a damaging impact on the landholdings and development of the Affiliate.
51. The Crown acknowledges that lands of particular significance to the Affiliate, including land at Te Ariki, Okere Falls, and lands with geothermal surface features at Orakei Korako and Rotorua Airport, were taken under public works legislation. The Crown acknowledges that these takings have impeded the ability of the Affiliate to exercise control over its taonga and wahi tapu and maintain and foster spiritual connections with those ancestral lands. This has resulted in a sense of grievance among the Affiliate that still exists today.
52. The Crown acknowledges the generosity of the Affiliate in gifting land containing scenic sites to the nation; and that, in the case of land gifted by Ngati Pikiao for the Rotoiti Scenic Reserve and at the time of gifting, the Crown had been undertaking measures to compulsorily acquire a greater area of land under the Scenery Preservation Act 1908.
53. The Crown acknowledges that the Affiliate considers the geothermal resource a taonga. The Crown also acknowledges that the following matters have caused a sense of grievance within the Affiliate that is still held today: the passing of the Geothermal Energy Act 1953; and the loss of lands containing geothermal features for public works purposes.
54. The Crown acknowledges that— Affiliate expectations of an ongoing and mutually beneficial relationship with the Crown were not always realised; and twentieth-century land development did not always provide the economic opportunities and benefits that the Affiliate expected.
55. The Crown acknowledges that the Affiliate has been loyal to the Crown in honouring its obligations and responsibilities under the Treaty of Waitangi, especially, but not exclusively, in war service overseas by some of its members. The Crown pays tribute to the contribution made by the Affiliate to the defence of the nation.
56. Accordingly, the Crown seeks to atone for these wrongs and assist the process of healing with this settlement, and looks forward to building a relationship of mutual trust and co-operation with the Affiliate.

Relevant principles and provisions of the Raukawa Treaty settlement

57. The Crown makes this apology to Raukawa, to their ancestors, and to their descendants. The Crown profoundly regrets and unreservedly apologises to Raukawa for its actions and omissions that led to the virtual landlessness of Raukawa in the Waikato, and which caused suffering and hardship to generations of Raukawa.
58. The Crown deeply regrets its actions during the New Zealand wars of the 1860s, which resulted in the loss of life and was destructive and demoralising to Raukawa.
59. The Crown acknowledges that the loss of land had a negative impact on the ability of Raukawa to participate in new economic opportunities and challenges emerging within their rohe in the twentieth century.
60. The Crown acknowledges that it did not recognise the iwi status of Raukawa until the late twentieth century and this failure to respect the rangatiratanga of Raukawa created an ongoing grievance.
61. The Crown apologises for its past failures to acknowledge the mana and rangatiratanga of Raukawa and looks forward to building an enduring relationship of mutual trust and cooperation with Raukawa that is based on respect for the Treaty of Waitangi and its principles.

Relevant principles and provisions of the Ngāti Rangiwewehi Treaty settlement

62. The Crown hereby makes this apology to Ngāti Rangiwewehi, the people who descend from Tawakeheimoa and his son, Rangiwewehi.
63. For too many years, the Crown has failed to respond to your grievances in an appropriate way. The task of pursuing justice for the Crown's wrongs has been the work of generations of Ngāti Rangiwewehi. The Crown now recognises a solemn duty to apologise to you for its failure to honour its obligations to Ngāti Rangiwewehi under Te Tiriti o Waitangi/the [Treaty of Waitangi](#) and its principles.
64. In the 1850s, the bond between the great Ngāti Rangiwewehi leader Wiremu Maihi Te Rangikaheke and Governor George Grey was characterised by goodwill, respect, and co-operation. It was a partnership that should have set a tone for the overall relationship between Ngāti Rangiwewehi and the Crown, but history took a different, unhappy course.
65. Ngāti Rangiwewehi were drawn into, and divided by, the wars of the 1860s. Ngāti Rangiwewehi warriors died fighting against the Crown at Te Ranga in 1864. Through the Tauranga raupatu, the Crown extinguished customary title in Ngāti Rangiwewehi lands without the consent of Ngāti Rangiwewehi.
66. Time and again Ngāti Rangiwewehi sought to retain tribal authority over their lands, but the native land laws introduced by the Crown worked directly against their wishes and against their rangatiratanga. These laws, and the actions of Crown purchase agents, facilitated the loss of much of the rohe of Ngāti Rangiwewehi, including Hamurana Springs, one of the great treasures of Ngāti Rangiwewehi.
67. Through all these travails, Ngāti Rangiwewehi kept hold of another cherished taonga, Pekehāua Puna. Yet, in 1966, this too was taken from them. The Crown regrets deeply the trauma and anguish this loss caused for Ngāti Rangiwewehi.
68. Over the generations, the Crown's breaches of the Treaty compromised your social and traditional structures, your autonomy, and your ability to exercise your customary rights and your responsibilities. With great sorrow, the Crown apologises for its actions and for the impact they had on the individuals, whānau, and hapū of Ngāti Rangiwewehi.

69. A better future beckons. Through this apology, and this settlement, the Crown turns its face towards that future and hopes to establish a new relationship with Ngāti Rangiwewehi based on mutual trust, co-operation, and respect for Te Tiriti o Waitangi/the [Treaty of Waitangi](#) and its principles.

Cultural redress of the Treaty settlements

70. We have noted the project site drains to, flows into and could potentially affect Lake Rotorua and tributaries, including the Waiteti natural stream which runs through the site.
71. We have identified in the deed of settlement statements of the particular cultural, spiritual, historical and traditional association that the iwi has with the area, that is recognised within a statutory acknowledgements for Affiliate Te Arawa Iwi and Hapū over the Waitetī Stream and Te Arawa Iwi and Hapū over the Rotorua lakes:

Affiliate Te Arawa Iwi and Hapū

The Waiteti Stream is, and has always been, the single most prominent landmark that gives to the descendants of Ngāti Ngararanui their turangawaewae, their sense of belonging and their status as an iwi. From the time of Whakaue Kaipapa and his sons, Tawakeheimoa, Tuteaiti, Ngararanui and Tutanekai, the Waiteti Stream has been the homeland of Ngāti Ngararanui. Tau ika and tau koura, fishing and fresh-water crayfish grounds, off the mouth of the Waiteti Stream, marked the eastern boundary of Ngāti Ngararanui. The ancestral Ngāti Ngararanui land holdings stretched as far westward as the Kuranui-Whaiti Line at Te Poi. Access to these lands was primarily by way of the Waiteti Stream and its many tributaries.

From the lake shore, the descendants of Ngāti Ngararanui spread inland and westward, cultivating the fertile lands along the northern and southern banks of the stream, and bird-snaring and food gathering in the forests. The life-giving waters of the Waiteti Stream were Ngāti Ngararanui's constant source of sustenance. Places where drinking water was taken were set apart from places where the people swam and washed. Further upstream at secluded pools, sacred ceremonial customs were performed.

The association of Ngāti Ngararanui with the Waiteti Stream is one of deep cultural and spiritual significance. The Waiteti Stream identifies Ngāti Ngararanui as an autonomous iwi of Ngāti Whakaue, an iwi charged with the responsibility of kaitiakitanga of the waters and especially of the taonga, Hinetuahoanga, resting at Waiorotoki. It is the single most prominent landmark that signposts the heartland of Ngāti Ngararanui. The waters of the Waiteti Stream have ever been a source of physical and spiritual sustenance for the descendants of Ngāti Ngararanui. The life force of the Waiteti Stream is their life force, their pathway back to a rich history, their status symbol as tangata whenua, and their way home.

Te Arawa

In 1840, lake Rotorua provided food, shelter, economic resources and primary transport routes for Te Arawa. By 1880 Te Arawa was playing a major role in the developing tourism industry in the area. Little land had been sold to settlers and Te Arawa continued to exercise significant control over the lakes.

72. We note that statutory acknowledgments are not indications of exclusive interest in a site, and sites subject to them may also hold importance for other iwi.

Other Redress within the Treaty settlements

Resource management matters

73. 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 settlements

74. The proposed project does not directly affect any specific commercial or cultural redress provided by the Treaty settlements.
75. 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.
76. 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

77. 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.
78. We have identified the recognised negotiation mandate relating to the project area for Ngāti Whakaue iwi. The project site lies within the area of interest for this settlement negotiation.
79. The Crown recognised the mandate of the Te Komiti Nui o Ngāti Whakaue Trust to negotiate a Treaty settlement in February 2010 and signed terms of negotiation with the Trust in April 2014. The Crown recognition of the mandate has not been withdrawn. Ngāti Whakaue 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

80. 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.
81. 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:
- the relevant iwi authorities and Treaty settlement entities identified in this report
 - any other iwi authorities or Treaty settlement entities you consider have an interest in the matter
 - 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.
82. We have identified five relevant iwi authorities and five Treaty settlement entities for receipt of the notice of decisions. Contact details are in Attachment 2.

83. If you decide to refer the project to a panel, we have identified two 'other' parties who may have an interest in the project for receipt of notice of decisions. Contact details are in Attachment 2.
84. There are no relevant joint management agreements or Mana Whakahono ā Rohe to consider.

Expert consenting panel membership and invitation to comment

85. 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.
86. 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.
87. 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).
88. We have identified five relevant iwi authorities and five Treaty settlement entities for the proposed project.
89. We have identified two 'other' parties which 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 the respective parties if you decide to refer the project. Contact details are in Attachment 2.
90. A panel may also invite comments from any other person it considers appropriate.

Provision of cultural impact assessment

91. 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.² 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.
92. 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.

² Clause 9(5), 13(1)(k) and 13(1)(l) of Schedule 6 of the FTCA.

Attachment 1 – Project Location – Surrounding Area



Attachment 1 – Project Location – Site



Attachment 2 – Contact information

Iwi/hapū	Settlement documents / Status	Representative body	RMA relevant iwi authority	Treaty settlement entity	Other parties	Contact person
Te Arawa	Te Arawa Lakes Settlement Act 2006	Te Arawa Lakes Trust	Iwi authority for RMA purposes	Post-settlement governance entity		Chair: Geoff Rolleston reception@tearawa.iwi.nz cc: Environmental Manager – Nicola Douglas
		Te Arawa Lakes Strategy Group		Committee established under the Te Arawa Lakes Settlement Act 2006		rotorualakes@boprc.govt.nz
Affiliate Te Arawa	Affiliate Te Arawa Iwi and Hapū Claims Settlement Act 2008	Te Pūmautanga o Te Arawa Trust	Iwi authority for RMA purposes	Post-settlement governance entity		GM: Wally Tangohau office@tpota.org.nz
Ngāti Raukawa	Raukawa Claims Settlement Act 2014	Raukawa Settlement Trust	Iwi authority for RMA purposes	Post-settlement governance entity		Chair: Kataraina Hodge info@rauakawa.org.nz
Ngāti Rangiwewehi	Ngāti Rangiwewehi Claims Settlement Act 2014	Te Maru o Ngāti Rangiwewehi Iwi Authority	Iwi authority for RMA purposes			Chair: Joseph Tuhakaraina office@rangiwewehi.com
		Te Tāhuhu o Tawakeheimoa Trust		Post-settlement governance entity		Chair: Erin Thompson-Pou office@rangiwewehi.com
Ngāti Whakaue		Te Komiti Nui o Ngāti Whakaue Trust	Iwi authority for RMA purposes			Chair: Rawiri Bhana info@whakaue.org cc: RMA contact – Manuariki Tini manuariki@whakaue.org
		Ngāti Tura Ngāti Te Ngakau Hapu Trust			Other party may have an interest	admin@turatengakau.co.nz
		Ngāti Tuteaiti, Ngāti Ngararanui and Ngāti Rautao			Other parties may have an interest	c/- Te Arawa Lakes Trust

Attachment 3 – Proposed Layout

