

Application 2023-135 Rotokauri Greenway and Minor Arterial 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: 16 May 2023	

Ministry for the Environment contacts

Position	Name	Cell Phone	1 st Contact
Principal Author	Stephanie McNicholl		
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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 Rotokauri Greenway and Minor Arterial Project (project) to an expert consenting panel (panel).

Proposed project

3. The applicant (Hounsell Holdings Limited and Hamilton City Council) proposes to develop an approximately 4.7-kilometre stormwater management corridor ('Rotokauri Greenway') between Lake Waiwhakareke and Lake Rotokauri, and a 3.8-kilometre transport corridor ('Minor Arterial') between Te Wetini Drive and 153 Te Kowhai Road, Rotokauri, Hamilton region.
4. The project includes constructing artificial wetlands, landscaping and planting, upgrading the Rotokauri Drain and culvert below Exelby Road, and constructing three-waters infrastructure including a watermain, wastewater pipeline and pump station.
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	2	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	3	
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	Waikato-Tainui – remaining claims (Negotiator - Rahui Papa)	
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 proposed Rotokauri Greenway is already designated for the purpose of stormwater management (Designation A114 in the Hamilton City District Plan (HCDP), administered by Hamilton City Council as the Requiring Authority). Some activities associated with establishment of the stormwater management corridor and construction of shared pedestrian and cycle paths alongside the corridor that are enabled by the designation will be undertaken concurrently with the project.
8. The project will involve activities such as:
- removing vegetation
 - carrying out earthworks (including disturbing potentially contaminated soil)
 - constructing artificial wetlands
 - constructing and upgrading roads
 - constructing infrastructure for three-waters services
 - taking, diverting and discharging groundwater to land and water
 - diverting and discharging surface water to land and water
 - installing culverts in a watercourse
 - landscaping and planting, including in the riparian margin
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. Waikato Regional Council's [online interactive map](#) depicting iwi acknowledgement areas in the Waikato Region
 - d. the Iwi Areas of Interest viewer, an online application managed by the Ministry of Māori Development – Te Puni Kōkiri (TPK)
 - e. Te Kāhui Māngai (TKM), an online directory of iwi and Māori organisations maintained by TPK, which includes information on rohe (tribal areas) provided by those organisations.
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.

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.

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 (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. Waikato Regional Council (WRC), Hamilton City Council (HCC) and Waikato District Council (WDC) as relevant local authorities.

Iwi authorities relevant to project

18. We have identified, via the information sources, the following relevant iwi authorities for the project area:
 - a. Te Whakakitenga o Waikato Incorporated, representing Waikato-Tainui iwi
 - b. Ngāti Hauā Iwi Trust, representing Ngāti Hauā iwi.
19. We note in their invited comments, HCC and WDC identified the same relevant iwi authorities.

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

20. We note WDC identified Waikato-Tainui mandated representatives Ngaati Hauā, Ngaati Maahanga, Ngaati Tamainupoo and Ngaati Wairere. HCC identified Waikato-Tainui mandated representatives Ngaati Wairere. We have identified Ngaa Puna o Wairere, representing Ngaati Wairere hapū as an 'other' party which may have an interest in the project. The other mandated representatives are addressed below.
21. HCC also identified Te Haa o te whenua o Kirikiriroa (THWK) representing Ngaati Maahanga, Ngaati Tamainupoo, Ngaati Hauā and Ngaati Korokī Kahukura. WRC identified THWK have prepared a cultural impact assessment for the project. We have identified THWK as an 'other' party which may have an interest in the project.

Treaty settlements and Treaty settlement entities

22. This report must identify the Treaty settlements that relate to the project area and relevant Treaty settlement entities, in accordance with sections 17(3)(b) and 17(3)(a) respectively. We use information relevant to the project area from the iCat online database and [NZ Government Treaty settlements website](#), together with advice from the Office for Māori Crown Relations – Te Arawhiti.
23. Under the FTCA, a Treaty settlement includes both a Treaty settlement Act and a Treaty settlement deed which is signed by both the Crown and the representative Māori group.
24. The project site falls within the area of interest covered by Treaty settlements with the following iwi:
 - a. Waikato-Tainui – settlement acts
 - b. Ngāti Hauā – settlement act
25. [Waikato Raupatu Claims Settlement Act 1995](#) gives effect to certain provisions of the deed of settlement signed by Waikato-Tainui and the Crown on 22 May 1995. Subsequent amendment deeds were signed in late 1995, 1996 and 1997. [Waikato-](#)

[Tainui Raupatu deed of settlement documents](#) can be accessed on the NZ Government Treaty settlement website.

26. [Waikato-Tainui Raupatu Claims \(Waikato River\) Settlement Act 2010](#) gives effect to certain provisions of the deed of settlement between Waikato-Tainui and the Crown signed on 17 December 2009. [Waikato-Tainui \(Waikato River\) deed of settlement documents](#) can be accessed on the NZ Government Treaty settlement website.
27. [Ngāti Hauā 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 Hauā iwi and the Crown on 18 July 2013. [Ngāti Hauā deed of settlement documents](#) can be accessed on the NZ Government Treaty settlements website.

Relevant Treaty settlement entities

Post-settlement governance entities

28. 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.
29. We have identified the following post-settlement governance entities associated with the Treaty settlements:
30. Trusts established under the [Waikato Raupatu Claims Settlement Act 1995](#):
 - a. Waikato Raupatu Lands Trust; set up to receive and hold settlement properties, and to acquire further properties in accordance with settlement arrangements. No such properties are affected by the project.
 - b. Waikato Land Acquisition Trust; a temporary entity responsible for receiving settlement funds and distributing them to the land holding Trust. This Trust was to be wound up when it had distributed all of its funds. We have not located any record suggesting it is still in existence. In any event, it is not likely to have any direct relevance to the project.
31. Several entities have been established under the [Waikato-Tainui Raupatu Claims \(Waikato River\) Settlement Act 2010](#) including the Waikato Raupatu River Trust. Under the settlement, this Trust had certain significant sites and other Crown-owned land adjacent to the Waikato River vested in it, and it entered into a range of co-management arrangements with various Crown agencies and local authorities in relation both to this land and in relation to matters affecting the Waikato River and its catchment.
32. Since the settlements there have been some changes to the trustees of the original trusts. Currently, Te Whakakitenga o Waikato (formerly Te Kauhanganui) - the tribal authority that represents tribal members of the 68 Marae of Te Whakakitenga o Waikato - acts as the trustee of the Waikato Raupatu River Trust and also the Waikato Raupatu Lands Trust.
33. Ngāti Hauā Iwi Trust under the [Ngāti Hauā Claims Settlement Act 2014](#).
34. A post-settlement governance entity may exist ahead of finalisation of a deed of settlement and/or enactment of Treaty settlement legislation.
35. There are no post-settlement governance entities in this category that are relevant.

Other bodies recognised or established under a Treaty settlement Act

36. 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. No such entities established under the Ngāti Hauā Claims Settlement Act 2014 are relevant to the proposed project.
37. The Waikato River Authority (WRA) was established under the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (and the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010) to participate in the co-governance arrangements with local authorities over the Waikato River and its catchment, as set out in the associated deeds of settlement.
38. The WRA has 10 board members comprising equal numbers of members appointed by the river iwi (Waikato-Tainui, Te Arawa, Tūwharetoa, Raukawa and Maniapoto) and Ministers of the Crown. One of Crown appointees is nominated by the Waikato Regional Council and one by the relevant territorial authorities. The WRA's functions include:
 - a. requesting call-ins under the RMA (of resource consent applications to the Waikato Regional Council affecting the Waikato River²)
 - b. appointing accredited commissioners to sit on boards of inquiry and hearings committees when required to do so.
39. We consider it unlikely that the WRA would have a direct interest in the project. For this reason, we have not identified the WRA as a relevant Treaty settlement entity for the project.
40. The Waikato River Clean-up Trust was established under the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010. It administers a contestable fund for projects focused on restoration and protection of the health and wellbeing of the Waikato River and its catchment. It would be unlikely to have a direct interest in the proposed project unless the applicant sought funding from them for a relevant aspect of the proposed development.

Relevant principles and provisions of the Treaty settlements for:

Waikato-Tainui and Ngāti Hauā

Crown acknowledgements and apologies

41. 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 Waikato Treaty settlements

Waikato Raupatu Claims Settlement Act 1995

42. The Crown acknowledges that its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kiingitanga and Waikato in

² In this context, applications have to be for: take, use, damming or diverting water in the Waikato River; a point source discharge to the Waikato River; or any activity listed in section 13 of the RMA relating to the Waikato River; also noting that "Waikato River" as defined in the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 includes the river and all its tributaries, and the surrounding lakes and wetlands (and their beds and banks).

sending its forces across the Mangataawhiri in July 1863 and in unfairly labelling Waikato as rebels.

43. The Crown expresses its profound regret and apologises unreservedly for the loss of lives because of the hostilities arising from its invasion, and at the devastation of property and social life which resulted.
44. The Crown acknowledges that the subsequent confiscations of land and resources under the New Zealand Settlements Act 1863 of the New Zealand Parliament were wrongful, have caused Waikato to the present time to suffer feelings in relation to their lost lands akin to those of orphans, and have had a crippling impact on the welfare, economy and development of Waikato.
45. The Crown appreciates that this sense of grief, the justice of which under the [Treaty of Waitangi](#) has remained unrecognised, has given rise to Waikato's two principles 'i riro whenua atu, me hoki whenua mai' (as land was taken, land should be returned) and 'ko to moni hei utu mo te hara' (the money is the acknowledgment by the Crown of their crime). In order to provide redress the Crown has agreed to return as much land as is possible that the Crown has in its possession to Waikato.
46. The Crown recognises that the lands confiscated in the Waikato have made a significant contribution to the wealth and development of New Zealand, whilst the Waikato tribe has been alienated from its lands and deprived of the benefit of its lands.
47. Accordingly, the Crown seeks on behalf of all New Zealanders to atone for these acknowledged injustices, so far as that is now possible, and, with the grievance of raupatu finally settled as to the matters set out in the Deed of Settlement signed on 22 May 1995 to begin the process of healing and to enter a new age of co-operation with the Kiingitanga and Waikato.

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

48. The overarching purpose of the settlement is to restore and protect the health and wellbeing of the Waikato River for future generations.
49. In the 2010 Waikato River Treaty settlement, the Crown recognises the following statement of significance of the Waikato River to Waikato-Tainui:

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

Overview of redress

50. While redress under the 1995 settlement was primarily concerned with the return of Crown land to Waikato-Tainui, the overarching purpose of the following 2010 settlement with Waikato-Tainui was to restore and protect the health and wellbeing of the Waikato River for future generations.

51. This was to be achieved principally through the following provisions³:
- a. the establishment of a vision and strategy for the Waikato River which forms part of the Waikato Regional Policy Statement
 - b. associated co-governance arrangements with local authorities, primarily through the WRA
 - c. establishment and funding of the Waikato River Clean-up Trust to undertake river rehabilitation initiatives
 - d. co-management arrangements, to facilitate the exercise of mana whakahaere by Waikato-Tainui, including:
 - i. a co-management agreement between the Waikato Raupatu River Trust and Waikato Regional Council in relation to river-related lands vested in the Trust, and lands held by the council for flood protection
 - ii. an accord with the Minister of Conservation and Director-General of Conservation relating to co-management of specified river-related lands remaining in Crown ownership
 - iii. development of a Waikato-Tainui environmental plan by the Waikato Raupatu River Trust
 - iv. involvement in the development of an integrated river management plan
 - v. joint management agreements between the Waikato Raupatu River Trust and individual local authorities.
52. We note that Ngāti Tūwharetoa, Raukawa, Te Arawa River Iwi and Maniapoto are also included in the Waikato River co-governance and co-management arrangements. There are three areas (A, B and C) where arrangements with each iwi apply. Area A, covering the lower Waikato River and lower Waipā River, is where the co-management and joint-management agreements between local authorities and Waikato-Tainui apply. The project site lies within this area.

Redress relevant to project

53. The project site lies to the east of Lake Rotokauri, which is a local purpose ecological reserve vested in the Waikato District Council⁴. As a lake in the Waikato River catchment, it is subject to the co-governance and co-management arrangements noted above. In particular, the lake is identified as a co-management property and 'reversionary interest site' in the Waikato-Tainui Deed of Settlement in relation to the Waikato River.⁵
54. In respect of the co-governance arrangements: if application is made to the Waikato Regional Council under standard RMA process for a resource consent to take, use, dam or divert water; make a point source discharge; or undertake any activity listed in section 13 of the RMA, in relation to the Waikato River (which in this context would include Lake Rotokauri), then the Waikato Regional Council:

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

⁴ Gazette Notice 5627783.1 lodged by the Waikato District Council on 3 July 2003.

⁵ Pt 10 Co-Management Properties of the [Schedule to the Waikato-Tainui Deed of Settlement in relation to the Waikato River 17 Dec 2009](#)

- a. must give the WRA and the trustees of the relevant trusts (which in the case of the proposed project is the Waikato Raupatu River Trust) notice of receipt of the application within 5 working days
 - b. must ensure that if it decides to hold a hearing on the application, the hearing committee is comprised of an equal number of council-appointed RMA decision-makers and members appointed by the WRA from their register, and an independent chair jointly appointed by the council and the WRA.
55. In relation to the co-management arrangements: there are three joint management agreements (JMAs), between the Waikato Raupatu River Trust and the Waikato Regional Council, Hamilton City Council and Waikato District Council respectively⁶, that apply generally to the area within which the proposed project lies, or drains to.
56. The protocols relating to resource consent applications (made under standard RMA processes) to take, use, dam or divert water; make a point source discharge; or undertake any activity listed in section 13 of the RMA, in relation to the Waikato River (which again in this context would include Lake Rotokauri) are contained in Schedule 3 of the JMA with Waikato Regional Council. These include commitments by the council to early engagement and providing opportunities for the Waikato Raupatu River Trust input into the consideration of relevant consent applications, and provisions for the Trust's involvement in subsequent monitoring and review of granted consents.
57. Under clause 5 of Schedule 5 of the FTCA the panel convener and a panel must either comply with the above requirements (where they apply to resource consent applications for the project) as if they were the Waikato Regional Council, or obtain the agreement of the WRA and the Waikato Raupatu River Trust to adopt a suitable modified arrangement.
58. Should you decide to refer the project to a panel for consideration, it will be important in the first instance for the Environmental Protection Authority (EPA) to carefully assess whether any resource consent applications lodged with it are captured by the provisions outlined above and advise the panel convener accordingly. This is to avoid any issues arising with panel constitution in the event that it decided to hold a hearing.

Ngāti Hauā Treaty Settlement

59. As for the two Treaty settlements discussed above, the deed of settlement with Ngāti Hauā includes the Crown's recognition of statements of the significance of the Waikato River (as a whole) to this iwi.
60. The Crown makes this apology to Ngāti Hauā, to their ancestors, and to their descendants— the Crown is deeply sorry for its breaches of the Treaty of Waitangi and its principles, which have left Ngāti Hauā virtually landless. The Crown profoundly regrets that the loss of land has undermined the social and traditional structures of Ngāti Hauā, and your ability to exercise customary rights and responsibilities over resources and sites of significance in your rohe; and
61. The Crown recognises that the burden of pursuing justice for the Crown's wrongs has been the work of generations of Ngāti Hauā. Wiremu Tamehana began Ngāti Hauā's pursuit of justice, and his petitions speak to this day of the great prejudice Ngāti Hauā suffered at the hands of the Crown. Since the days of Wiremu Tamehana and his son

⁶ Joint Management Agreement: Waikato Raupatu River Trust and Waikato Regional Council 18 June 2013; Joint Management Agreement: Waikato Raupatu River Trust and Hamilton City Council 10 Feb 2012; Joint Management Agreement: Waikato Raupatu River Trust and Waikato District Council 23 March 2010

- Tupu Taingakawa, your iwi has a long tradition of seeking a meaningful relationship with the Crown in accordance with the Treaty of Waitangi and its principles; and
62. The Crown has for too many years failed to respond to your grievances in an appropriate and meaningful way, and profoundly apologises for its past failures to acknowledge the mana and rangatiratanga of Ngāti Hauā and its leaders; and
 63. The Crown sincerely hopes this settlement will mark the beginning of a new relationship between the Crown and Ngāti Hauā founded on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.
 64. None of the commercial or cultural redress provided to Ngāti Hauā under the settlement would be directly affected by the proposed project. Although some of the Waikato River co-management arrangements apply to parts of the Ngāti Hauā area of interest, this does not affect the project site.

Redress within the Treaty settlements

Resource management matters

65. 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

66. The proposed project does not directly affect any specific commercial or cultural redress provided by the Treaty settlements.
67. 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.
68. 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

69. Section 17(3)(d) of the FTCA requires this report to identify any recognised negotiation mandates for, or current negotiations for, Treaty settlements relating to the project area.
70. We have identified a settlement of remaining historical Treaty claims with the mandated Waikato-Tainui negotiator, Rahui Papa on behalf of Waikato-Tainui iwi. The project site lies within the areas of interest for these settlement negotiations.

Details in this report affect certain provisions of the FTCA

Notices of referral decisions

71. 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.

72. 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.
73. We have identified two relevant iwi authorities and three relevant Treaty settlement entities for receipt of the notice of decisions. Contact details are in Attachment 2.
74. We have identified two '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.
75. The Waikato Raupatu River Trust is a party to joint management agreements with Waikato Regional Council, Hamilton City Council and Waikato District Council respectively, which apply over the area that includes the project site. There are no relevant Mana Whakahono ā Rohe to consider.

Expert consenting panel membership and invitation to comment

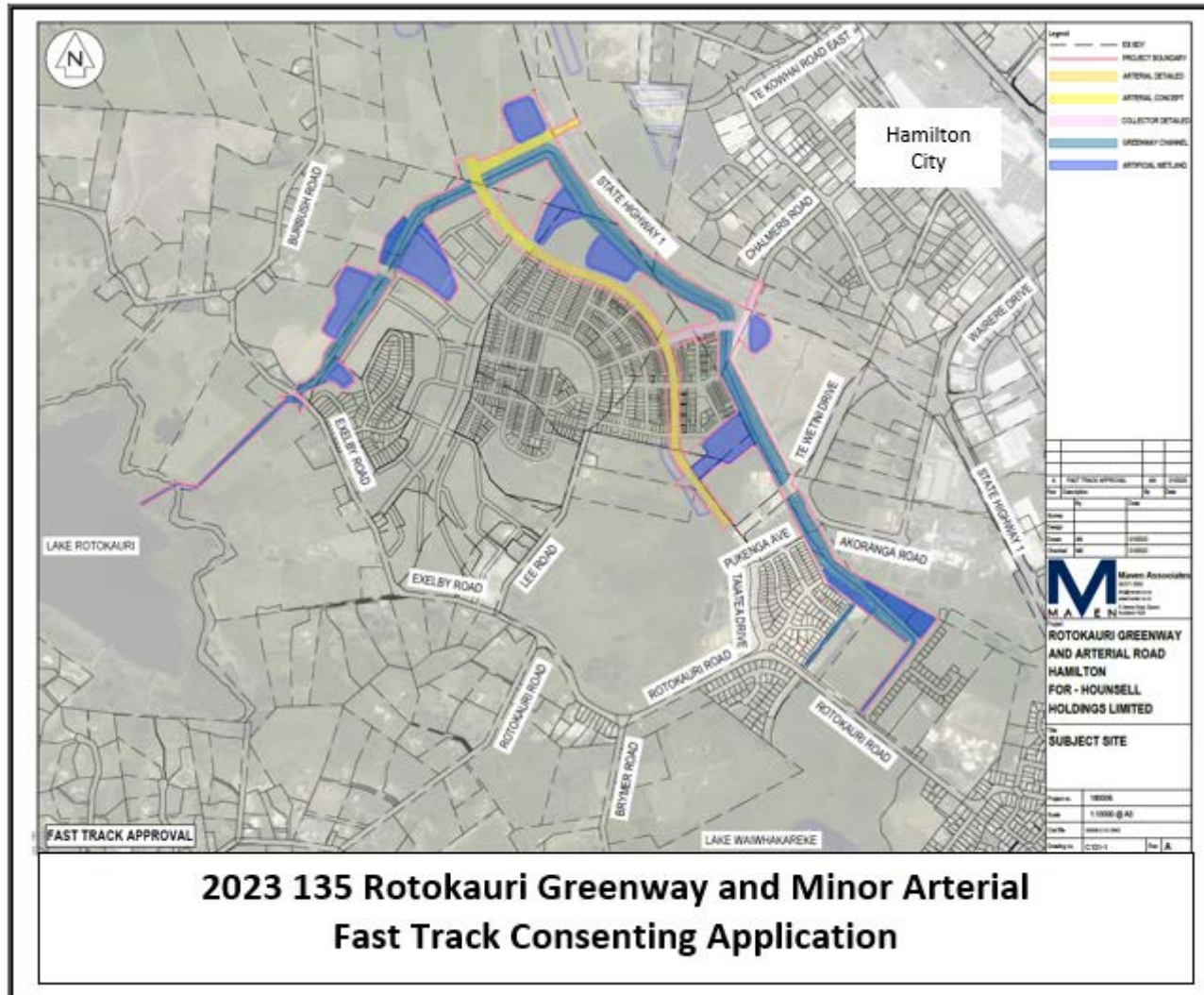
76. If a project is referred to a panel, the appointed panel must include one person nominated by the relevant iwi authorities under clause 3(2)(b) of Schedule 5 of the FTCA.
77. In the event iwi authorities nominate more than one person, the panel convener must decide which nominee to appoint. The panel convener has discretion to increase the panel membership to accommodate the matters specified in clauses 3(6)(a) – 3(6)(e) of Schedule 5 of the FTCA, which include matters unique to any relevant Treaty settlement Act.
78. 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).
79. If you decide to refer, we have identified two relevant iwi authorities and three relevant Treaty settlement entities for the proposed project, from whom a panel must invite comment.
80. We have identified two 'other' parties who 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.
81. A panel may also invite comments from any other person it considers appropriate.

Provision of cultural impact assessment

82. 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.⁷ The Environmental Protection Authority which provides support services to a panel, will not confirm an application as complete and ready for consideration by a panel until this requirement is satisfied.
83. 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.
84. We note in their invited comments, Waikato Regional Council identified Te Hā o te Whenua o Kirikiriroa (THWK) as the representative group made up of local iwi and hapū whose area of interest includes the area in which the project will occur. THWK prepared a CIA that was contributed to by representative of each iwi and hapū which outlined their support for the project and that confirms an ongoing relationship has been established for the life of the project. Mitigation recommendations will be included into project design.

⁷ Clause 9(5), 13(1)(k) and 13(1)(l) of Schedule 6 of the FTCA.

Attachment 1 – Project Location – Surrounding Area



Attachment 2 – Contact information

Iwi/hapū	Settlement documents / Status	Representative body	RMA relevant iwi authority	Treaty settlement entity	Other party	Contact person
Ngāti Hauā	Ngāti Hauā Claims Settlement Act 2014	Ngaati Hauā Trust	Iwi authority for RMA purposes	Post-settlement governance entity		GM & RMA Contact: Lisa Gardiner s 9(2)(a)
Waikato-Tainui		Te Whakakitenga o Waikato Incorporated	Iwi authority for RMA purposes	Post-settlement governance entity		CEO: Donna Flavell secretariat@tainui.co.nz
	Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010	Waikato Raupatu River Trust		Body established under Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010	Party to Joint Management Agreements applying generally over the project area, with Waikato Regional Council, Hamilton City Council and Waikato District Council	CEO: Donna Flavell secretariat@tainui.co.nz
Ngaati Maahanga, Ngaati Tamainupoo, Ngaati Hauā and Ngaati Korokī Kahukura		Te Haa o te whenua o Kirikiriroa (THWK)			Other party who may have interest	s 9(2)(a)
Ngaati Wairere		Nгаа Puna o Wairere			Other party who may have interest	CEO: Donna Flavell secretariat@tainui.co.nz

Attachment 3 – Planned Layout

ROKOKAURI DEVELOPMENT AREA GREENWAY CORRIDOR, WETLANDS AND ARTERIAL ROAD DESIGN

INDICATIVE CROSS-SECTIONS - **DRAFT FOR REVIEW**
23 JANUARY 2023

