

## Application 2023-152 Waiuku Wind Farm 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: 2 June 2023	

## Ministry for the Environment contacts

Position	Name	Cell Phone	1 <sup>st</sup> 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 Waiuku Wind Farm Project (project) to an expert consenting panel (panel).

## Proposed project

3. The applicant (LET Capital Number 3 Limited Partnership) proposes to develop an approximately 560 hectare site as a wind farm comprising multiple properties at 66 Huarau Way, 44 and 76 Robertson Road, 136, 191 and 260 Thomson Road, and 612 Forestry Road, Otatau, Waikato region.
4. The project includes connecting to and supplying electricity to the national grid. The wind farm will have an approximate installed capacity of 80 peak Megawatts and will comprise up to 18 wind turbines with blade tip heights up to 190 metres high. The project includes the construction of infrastructure and supporting structures including internal roads, turbine platforms, foundation and crane pads, underground electrical and fibre optic cables, two wind monitoring masts up to 100 metres high, a central collector station building and ancillary buildings.
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	3	Refer relevant sections 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	Ngāti Te Ata (Ngāti Te Ata Claims Support Whānau Trust)	
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 project site covers approximately 560 hectares of characteristically rural land. The site has multiple frontages and access to Huarau Way, Robertson Road, Thomson Road and Forestry Road.
8. The project involves activities such as construction of wind turbines and buildings, carrying out earthworks, taking stormwater and groundwater, discharge of stormwater, diversion and/or damming of water removing vegetation (including within a natural wetland) constructing or installing infrastructure or structures including roads.
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.<sup>1</sup>

## Iwi authorities

### Methodology and information sources

12. This report must identify the relevant iwi authorities for the project, in accordance with section 17(3)(a) of the FTCA. Under section 7(1) of the FTCA, a relevant iwi authority for a referred project means an iwi authority whose area of interest includes the area in which a project will occur.
13. 'Area of interest' can mean different things depending on context and 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.

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<sup>1</sup> Section 17(3)(e) of the FTCA requires this report to identify any court orders granted under the MACAA or another Act which recognise, in relation to the project area, customary marine title or protected customary rights.

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) 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 Tamaoho Trust, representing Ngāti Tamaoho iwi
  - c. Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohua, representing Ngāti Te Ata iwi.
19. We note in their invited comments, WRC 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 WRC's invited comments and databases indicate the project site lies within the interest area for Te Ākitai Waiohua, Tāmaki Collective and Ngāti Tahinga and Ngāti Kārewa, however this is not supported by any other available information. We recommend including relevant representative bodies as 'other' parties which may have an interest.
21. We note the project site lies in the Ngāti Koheriki area of interest and the iwi is not currently represented by an iwi authority or a Treaty settlement entity recognised under the FTCA – meaning it is not covered by notification requirements prescribed by the FTCA. We recommend including the Ngāti Koheriki Claims Committee as an 'other' party which may have an interest.

### **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 – two settlement acts
  - b. Ngāti Tamaoho – settlement act
  - c. Tāmaki Collective – redress 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 Tamaoho Claims Settlement Act 2018](#) gives effect to certain provisions of the deed signed by Ngāti Tamaoho and the Crown on 30 April 2017. [Ngāti Tamaoho deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.
28. Ngā Mana Whenua o Tāmaki Makaurau (the Tāmaki Collective) signed the Tāmaki Makaurau Collective Redress deed on 5 December 2012. An amendment deed was signed 23 August 2013, and the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 gives effect to certain provisions of the deeds. The FTCA defines this Act as a Treaty settlement Act for the purposes of the FTCA. Relevant documents are available on the NZ Government Treaty settlement website.

## Relevant Treaty settlement entities

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

29. 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.
30. We have identified the following post-settlement governance entities associated with the Treaty settlements:
31. 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.
32. 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.
33. 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.



34. Ngāti Tamaoho Settlement Trust under the [Ngāti Tamaoho Claims Settlement Act 2018](#)
35. Trusts and partnerships associated with the Tāmaki Collective arrangements under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014:
  - a. Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership, established on 12 June 2014 to receive specified commercial redress
  - b. Tūpuna Taonga o Tāmaki Makaurau Trust, established on 6 June 2014 to receive specified cultural redress relating to the maunga and motu (including vesting of sites)
  - c. Ngāti Whātua Rōpū Limited Partnership, representing three members of the Tāmaki Collective: Ngāti Whātua Ōrākei and Te Rūnanga o Ngāti Whātua (whose individual areas of interest include the project site) and Ngāti Whātua o Kaipara (whose individual area of interest may include the project site)
  - d. Waiohua-Tāmaki Rōpū Limited Partnership, representing five members of the Tāmaki Collective: Te Kawerau ā Maki, Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Te Ākitai Waiohua and Ngāti Te Ata (all of whose individual areas of interest include the project site)
  - e. Marutūāhu Rōpū Limited Partnership, representing five members of the Tāmaki Collective: Ngāti Maru (Hauraki), Ngāti Paoa, Ngāti Tamaterā, Te Patukirikiri and Ngaati Whanaunga (all of whose individual areas of interest include the project site).
36. We consider it unlikely that the project will directly affect any of the cultural or commercial redress provided to the post-settlement governance entities under the Tāmaki Collective arrangements. On this basis, we have not identified the Tāmaki Collective redress entities as relevant Treaty settlement entities for the project.
37. A post-settlement governance entity may exist ahead of finalisation of a deed of settlement and/or enactment of Treaty settlement legislation.
38. There are no post-settlement governance entities in this category that are relevant.

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

39. 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.
40. 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.
41. 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 River<sup>2</sup>)
  - b. appointing accredited commissioners to sit on boards of inquiry and hearings committees when required to do so.
42. We consider it unlikely 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.
43. 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 Tamaoho

#### *Crown acknowledgements and apologies*

44. 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

45. The Crown acknowledges that its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kīngitanga and Waikato in sending its forces across the Mangataawhiri in July 1863 and in unfairly labelling Waikato as rebels.
46. 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.
47. 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.
48. 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

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<sup>2</sup> 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).

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.

49. 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.
50. 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**

51. The overarching purpose of the settlement is to restore and protect the health and wellbeing of the Waikato River for future generations.
52. 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**

53. 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.
54. This was to be achieved principally through the following provisions<sup>3</sup>:
  - 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:

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



- 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.
55. 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**

56. The project site lies within the Waikato River catchment, it is subject to the co-governance and co-management arrangements noted above.
57. 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, then the Waikato Regional Council:
- 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.
58. 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 respectively<sup>4</sup>, that apply generally to the area within which the proposed project lies, or drains to.
59. 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

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<sup>4</sup> 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

input into the consideration of relevant consent applications, and provisions for the Trust's involvement in subsequent monitoring and review of granted consents.

60. 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.
61. 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.

### **Relevant principles and provisions of the Ngāi Tamaoho Treaty settlement**

62. The Crown apologises to the iwi of Ngāti Tamaoho, to their tūpuna and to their mokopuna.
63. The Crown apologises for its failure to honour its obligations under te Tiriti o Waitangi/the [Treaty of Waitangi](#) and recognises that this failure has harmed successive generations of Ngāti Tamaoho, who have endured adversity and been treated as strangers within their own rohe. The Crown is deeply sorry for failing to appropriately respond in a timely and meaningful way to long-standing and acutely felt grievances.
64. The Crown sincerely regrets unfairly labelling Ngāti Tamaoho as rebels and confiscating much of their remaining land. The Crown unreservedly apologises for the hurt and ongoing grievance caused by the burning and looting of Pokeno. The Crown attacked the settlement prior to its invasion of Waikato despite Ngāti Tamaoho never having been in rebellion and for this it is truly sorry.
65. The Crown is deeply sorry for the loss of life and injuries Ngāti Tamaoho suffered during the New Zealand Wars of the 1860s, and the resulting destruction of property and disruption of social life. The Crown's acts and omissions and its promotion of injurious laws and policies have harmed Ngāti Tamaoho, undermined their rangatiratanga and contributed to the loss of Ngāti Tamaoho autonomy. The Crown profoundly apologises that the cumulative effects of its actions have led to Ngāti Tamaoho's landlessness and socio-economic marginalisation.
66. Through this settlement, the Crown seeks to atone for the past injustices it has inflicted upon Ngāti Tamaoho. The Crown hopes to restore its honour and relieve Ngāti Tamaoho's justified sense of grievance. The Crown looks forward to building a new relationship with Ngāti Tamaoho based on co-operation, mutual trust, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

### **General Redress within the Treaty settlements**

#### ***Resource management matters***

67. 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***

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

69. 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.
70. 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**

71. 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.
72. 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 area of interest for these settlement negotiations.
73. We have identified the recognised negotiation mandate relating to the project area for Ngāti Te Ata.
74. The Crown recognised the mandate of the Ngāti Te Ata Claims Support Whānau Trust to negotiate a Treaty settlement in May 2011 and signed terms of negotiation with the Trust in June 2011. Although negotiations have paused, the Crown-recognition of the mandate has not been withdrawn. Ngāti Te Ata 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**

75. 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.
76. 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.
77. We have identified three relevant iwi authorities and four relevant Treaty settlement entities for receipt of the notice of decisions. Contact details are in Attachment 2.
78. We have identified three '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.
79. The Waikato Raupatu River Trust and the Waikato River Authority are parties 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**

80. 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.
81. 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.
82. 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).
83. If you decide to refer, we have identified three relevant iwi authorities and four relevant Treaty settlement entities for the proposed project, from whom a panel must invite comment.
84. We have identified three '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.
85. A panel may also invite comments from any other person it considers appropriate.

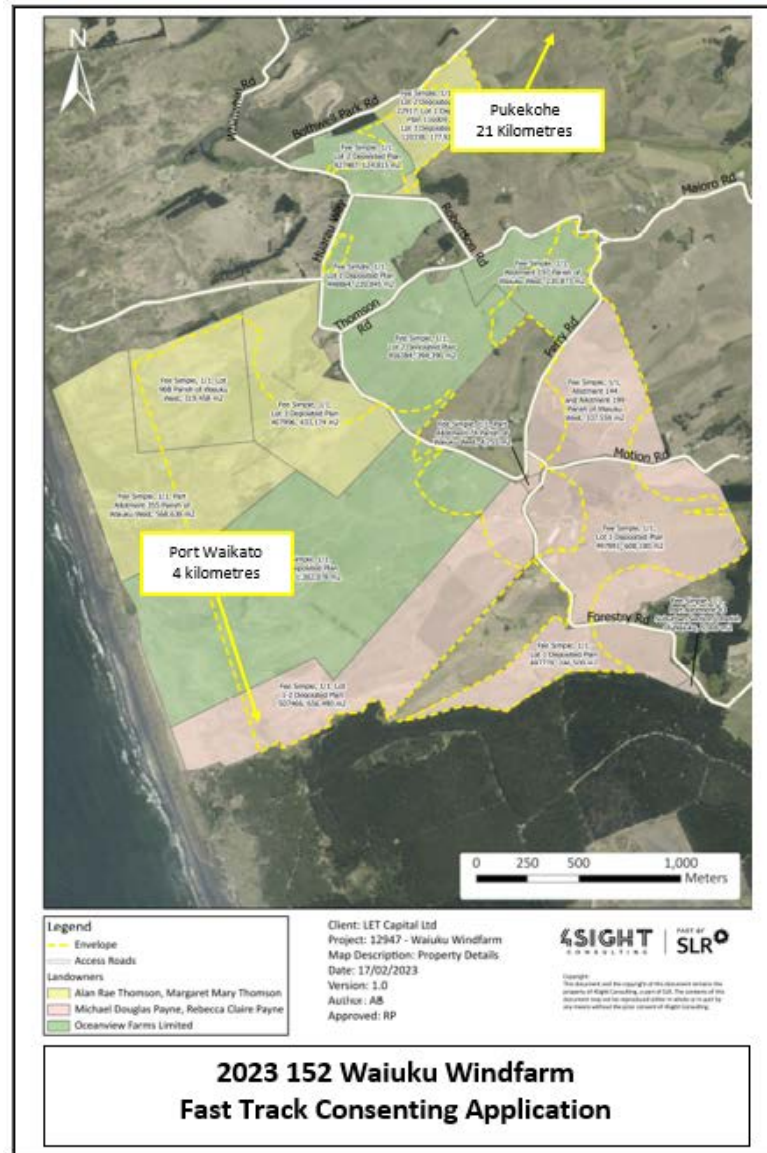
### **Provision of cultural impact assessment**

86. 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.<sup>5</sup> The Environmental Protection Authority which provides support services to a panel, will not confirm an application as complete and ready for consideration by a panel until this requirement 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.

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<sup>5</sup> Clause 9(5), 13(1)(k) and 13(1)(l) of Schedule 6 of the FTCA.

# Attachment 1 – Project Location

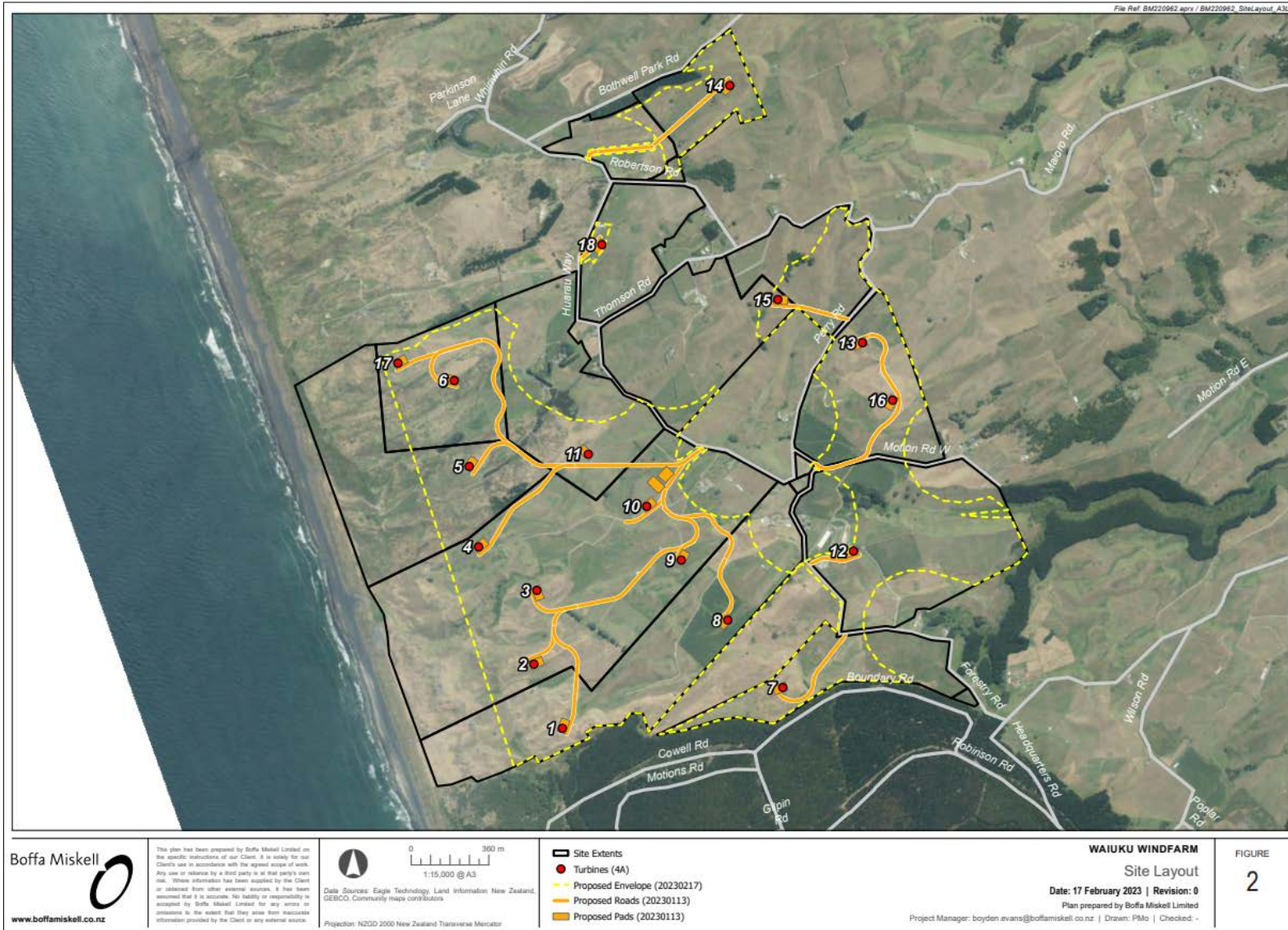




## Attachment 2 – Contact information

Iwi/hapū	Settlement documents / Status	Representative body	RMA relevant iwi authority	Treaty settlement entity	Other party	Contact person
Waikato-Tainui		Te Whakakitenga o Waikato Incorporated	Iwi authority for RMA purposes	Post-settlement governance entity		CEO: Donna Flavell <a href="mailto:secretariat@tainui.co.nz">secretariat@tainui.co.nz</a>
	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, and Waikato District Council		CEO: Donna Flavell <a href="mailto:secretariat@tainui.co.nz">secretariat@tainui.co.nz</a>
Ngāti Tamaoho	Ngāti Tamaoho Claims Settlement Act 2018	Ngāti Tamaoho Trust	Iwi authority for RMA purposes			CEO: Geneva Harrison cc: RMA contact - Lucie Rutherford <a href="mailto:rmaofficer@tamaoho.maori.nz">rmaofficer@tamaoho.maori.nz</a>
		Ngāti Tamaoho Settlement Trust		Post-settlement governance entity		
Ngāti Te Ata		Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohuria	Iwi authority for RMA purposes			Manager: Karl Flavell § 9(2)(a)
Te Ākitai Waiohuria		Te Ākitai Waiohuria Iwi Authority			Other party who may have interest	Chairperson: Karen Wilson <a href="mailto:tawia@teakitai.com">tawia@teakitai.com</a>
Ngāti Koheriki	Mandate recognised by the Crown for Treaty settlement negotiations	Ngāti Koheriki Claims Committee			Other party who may have interest	Chair: Joe Johnson § 9(2)(a) cc: Kiwi Johnson § 9(2)(a)
Ngāti Tahinga and Ngāti Kārewa		Ngāti Kārewa Ngāti Tahinga Trust			Other party who may have interest	CEO: Donna Flavell <a href="mailto:secretariat@tainui.co.nz">secretariat@tainui.co.nz</a>

# Attachment 3 – Site Layout



## Attachment 3 – Perspective





## Attachment 3 – Possible Transmission Route Options

