

# Cultural Significant Areas for Kilvarock Solar Farm Project Rakaia

## First Phase Report

Prepared for Rakaia North Limited  
February 2023



**J**OSEPH  
& ASSOCIATES LTD

# 1. SUMMARY REPORT PHASE ONE

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## 1.3. PROJECT SPECIFIC LIMITATIONS/ASSUMPTIONS

This phase one report was undertaken within a very tight time frame to help identify any potential blockages to the delivery of the project proposal through a cultural lens. Requests, data sources, analysis and conclusions are based on and limited to the information and hui that we were able to conduct in those timeframes. Further engagement may see additional information come to light which may materially change aspects of this report.

## 1.4. QUALITY ASSURANCE/DOCUMENT CONTROL

Job/Document	Revision	Date	Prepared	Reviewed and Authorised for Release
First Phase Report on Cultural Significant areas for Kilvarock Solar Farm Project Rakaia  Job ID: JA000559	<b>Final</b> Last Saved: 21/03/2023	21/03/2023	 <b>Cherie Tirikatene</b> Consultant	 <b>Tony Joseph</b> Managing Director 21/03/2023

## 1.5. PURPOSE OF THE STUDY

This report has been commissioned by Rakaia North Limited (RNL) via Common Ground Southern (CGS). It represents a preliminary light (Phase 1) report on cultural significant areas and possible areas of impact that pertain to Māori in the specific area (mapped) given for the Solar Town project in Rakaia.

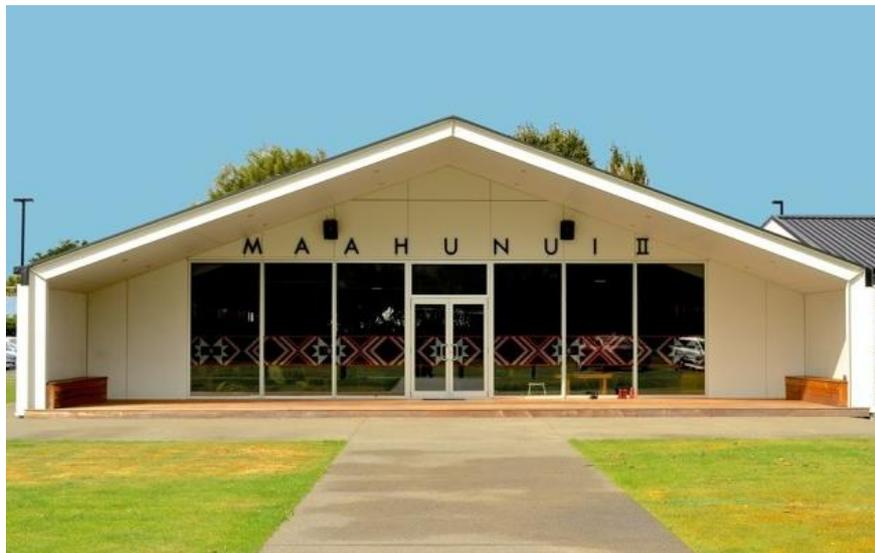
At this stage CGS have asked for a brief report to support their presentation to the Minister along with other preliminary findings that might be required to undertake phases 2 and 3.

In short, Josephs scope was to receive information provided by CGS, review, undertake a site visit, research and provide preliminary cultural advice as below and associated reporting to inform CGS concept development. Joseph's Associate, Cherie Tirikatene was tasked with writing this report.



## 1.6. WHAKAPAPA

### Cherie Tirikatene - Ngai Tahu -Ngai Tuuaahuriri



Cherie's mahi is guided by her uncle, **Kukupu Tirikatene** whakatauki below.

E kore e taea e te whenu kotahi ki te raranga i te whāriki kia mōhio tātou ki a tātou.  
Mā te mahi tahi ō ngā whenu, mā te mahi tahi ō ngā kairaranga, ka oti tēnei whāriki.  
I te otinga me titiro tātou ki ngā mea pai ka puta mai.  
Ā tana wā, me titiro hoki ki ngā raranga i makere nā te mea, he kōrero anō kei reira.

The tapestry of understanding cannot be woven by one strand alone.

Only by the working together of strands and the working together of weavers will such a tapestry be completed.

With its completion let us look at the good that comes from it.

In time we should also look at those stitches which have been dropped, because they also have a message.

From connecting and coordinating Māori-led enterprises through to enabling communities to deal with the social, economic and environmental challenges they face, Cherie's work is centred around helping people become more self-determining and innovative with their approach.

She is a passionate advocate for hapū and whānau development and leads and advises on a multitude of projects that aim to advance economic growth and environmental sustainability, not just for Māori and Pasifika but for everyone in Aotearoa.

Cherie encourages a collective approach to drive projects from ideas to reality while recognising the importance of tikanga and Tiriti o Waitangi. With her strong skills in governance, stakeholder negotiations and mentoring, she enjoys working alongside others to broker new relationships and deliver value where it matters most.

She is the CEO of SEED NZ and the founder of Whānau Power, a project aimed at solving Energy Hardship. She is the founder of He Pito Mata Ltd. and has been involved in Māori Media Sector Shift, an initiative to support the revitalisation of te reo Māori and greater awareness and understanding of Māori stories and workforce development within the Māori Media Sector.

Previously, she was COO for Ekos, an international non-profit enterprise focused on sustainable reforestation and carbon farming.

## 1.7. EXECUTIVE SUMMARY

Hakaterere was named after the wife of Ngāi Tahu Chief Maru who lived in the 17th Century and was a leading figure in war and diplomacy as his tribe pushed down through the Canterbury plains from Kaikoura. The tree is a survivor of a pre-Māori rain forest and was used for food and shelter.

Ngāi Tahu association with the Hakaterere:

The Hakaterere was a major mahinga kai for Canterbury Ngāi Tahu. The main foods taken from the river were tuna (eels), inaka (whitebait) and the giant kōkopu. Rats, weka, kiwi and waterfowl such as pūtakitaki (paradise duck) were also hunted along the river.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The mauri of the Hakaterere represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

Beyond the general rules for the zone and the requirements around flood management and the ONL (the river) there are no specific requirements relating to this site at all. The one thing to mention is not discounting in stream effects, which I don't believe this project would have any impact on and in fact improvements from on land developments.

To date, on the land we can find no references to silent files or Sites and Areas of Significance to Māori nor important site-lines to culturally significant landscape or spiritual markers or any other matters of concern.

While we recognise there are no Treaty claims/obligations on this whenua, in phase two our approach would also include a more co-governance approach with local iwi as the hope is that they will journey alongside this project as we see their involvement as crucial to and much needed in this area.

## 1.8. METHODOLOGY

In undertaking this report, our methodology has been to request information, document review, data and source research, carry out key stakeholder engagement to inform the potential cultural impact.

*Refer 1.10-1.15- for data and source research, documents reviewed, key stakeholder engagement, including organisation and who we talked to.*

## 1.9. PROPOSED PROJECT

A bold move by a committed client has purchased the land in Rakaia for the following purposes:

- Solar Farm
- Innovation Hub
- Biodiversity Corridors and Riverside Rewilding
- Housing

This project has the potential to be a model that can be used to transform the Canterbury economy and landscape through:

- Renewable and affordable energy production
- Replacement of mass dairy production with regenerative farming
- Use of abundant energy to drive advanced greenhouse / vertical farming production
- Delivery of a model “industrial estate’ that focuses on energy hungry activities
- Self-sufficiency in power, water, and waste recycling
- Re-wilding of Riverfront in association with indigenous centre for wellbeing
- Affordable and sustainable housing for the work opportunities generated by the increase of productivity

## 1.10. PROJECT STATISTICS

It is intended the project will provide the following:

### **Innovation Campus:**

- 60.68ha total
- 4ha vertical greenhouse
- 3ha microalgae
- 2ha cultured meat/dairy
- 3ha sheep milk drying
- 48.86ha general industry development to be modelled on the Waikato Innovation Park.

### **Residential**

- 63.52ha
- 900 dwellings

### **Solar**

- 220.86ha, to be based on the EPE Phase 2 modelling (211ha solar array).

## 1.11. SITE LOCATION

Historically the farm was used for sheep and beef breeding but was converted to dairy 6 years ago.



Diagram 1- Site location

Site Address: 2830 North Rakaia Rd & 317A South Two Chain Rd,

The site location is identified in Diagram 1 above.

Legal Description:

- Section 1 Survey Office Plan 1509 and Lot 2 Deposited Plan 34527 (185596)
- Lot 2 Deposited Plan 78940 and Lot 2 Deposited Plan 347786 (196207)
- Lot 1 Deposited Plan 81616 (CB46C/797)
- Lot 2 Deposited Plan 81616 (CB46C/798)

## 1.12. DISCUSSION AND INVESTIGATIONS AMONGST KEY STAKEHOLDERS

Through discussion and investigations amongst key stakeholders, there is a strong aspiration to see this area flourish culturally and economically with environmentally sustainable actions and outcomes.

### 1.11. DATA AND SOURCE RESEARCH

The following is not an exhaustive list of the data and source research:

- Schedule 17 Statutory acknowledgement for Hakatere (Ashburton River)

[ss 205, 206](#)

- Proposed Selwyn District Plan
- Heritage New Zealand Pouhere Taonga data sources

### 1.12. DOCUMENTS REVIEWED

- Schedule 17 Statutory acknowledgement for Hakatere (Ashburton River)

[ss 205, 206](#)

- Rutherford Consultation Document 17-11-22 received via Common Ground Southern 22-11-22
- Updated Outline Development Plan 17-11-22 received via Common Ground Southern 24-11-22

**Over and above conversation with whanau there is Schedule 17 Statutory acknowledgement for Hakatere (Ashburton River) [ss 205, 206](#)**

#### Statutory area

The statutory area to which this statutory acknowledgement applies is the river known as Hakatere (Ashburton River), the location of which is shown on Allocation Plan MD 116 (SO 19852).

#### Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to the Hakatere, as set out below.

#### Ngāi Tahu association with the Hakatere:

The Hakatere was a major mahinga kai for Canterbury Ngāi Tahu. The main foods taken from the river were tuna (eels), inaka (whitebait) and the giant kōkopu. Rats, weka, kiwi and waterfowl such as pūtakitaki (paradise duck) were also hunted along the river.

The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The mauri of the Hakatere represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the river.

### **Purposes of statutory acknowledgement**

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are :

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to the Hakatere, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of the Hakatere or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to the Hakatere as provided in section 211 (clause 12.2.5 of the deed of settlement).

### **Limitations on effect of statutory acknowledgement**

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to the Hakatere (as described in this statutory acknowledgement) than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Hakatere.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Hakatere.

Schedule 17: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).through the proposal.

## The Operative District Plan

The Operative District Plan identifies the following for the site:

### Outer Plains Zone

Outline Development Plan – Water (riparian boundary I think is probably the concern with Rakaia River). As mentioned in the findings, the only thing I would say is not to discount any existing in stream effects, which I don't believe we have any negative impact on and in fact would be improved by proposed land developments.

Please note that in the plan it states that mana whenua have an interest in rivers and riparian boundaries, but nothing is specifically identified for this site in relation to wāhi tapu or wāhi taonga or any other specific concern.

The Proposed Selwyn District Plan identifies the following for the site:

- General Rural Zone
- Flood Management Area
- Outstanding Natural Landscape – Rakaia River (on the edge of our site)
- Rural Density – West Plains and Foothills/Kakapō-taki me Ngā Pākihi Whakatekateka o Waitaha

Below is the direct quote from the plan regarding the zoning and rural density:

'The majority of the District is classified as the General Rural Zone, with the primary purpose being to provide for primary production activities and other compatible activities.

Generally, character and amenity within the General Rural zone is characterised by a landscape dominated by openness and vegetation, and with significant visual separation between neighbouring residential buildings.

While residential activities are part of the General Rule Zone, they should not compromise the ability of the Zone to be used for primary production. To assist this and to protect the open space character and amenity of the rural area, the Zone has been separated into areas, primarily for the purpose of controlling residential density. Areas comprising more open space have more stringent density requirements to maintain the existing rural character.

### **1.13. KEY STAKEHOLDER ENGAGEMENT**

The following is not an exhaustive list of the key stakeholder engagement:

- Staff from Heritage New Zealand Pouhere Taonga
- Chairs of Ahu Whenua Trusts
- Ngāi Tahu Whānui

### **1.14. WHO WE TALKED TO**

- Chairs of Ahu Whenua Trusts
- Kaumatua of Ngai Tahu Iwi

### **1.15. WHAT THEY SAID**

- Ensure engagement
- Offer opportunity for investment and employment where relevant

Basically what whānau said was that if they could not invest they still wanted their voices heard when it came to cultural matters. Which I would ensure as this is what true engagement with Treaty Partners looks like.

They of course wanted to understand the project so if they were in a position to invest that they would be given that opportunity also. The voice for this first phase came from influential whānau groups and Ahu whenua trusts rather than iwi and runanga which we would engage with in phase two.

## 1.16 CONSULTATION PROCESS

Upon approval to proceed with Phase Two we would see the consultation process and timeline as follows:

While legally it would seem mana whenua status is held by Te Rūnanga o Ngāi Tūāhuriri It has also been discussed that Te Taumutu Rūnanga hold mana whenua status for this area. If this project precedes to phase two, our recommendation would be to engage with Iwi for the potential of partnership and future support.

Our approach in phase two over and above meaningful engagement, would be for local iwi on the ground to share their stories and allow us to capture these in an appropriate way. These stories will guide decisions and approaches to the development and future phases of this project.

I would of course spend time with Liz Brown the Chair of Taumutu to discuss how and if the rūnanga had aspirations of being involved and if they wanted to take it to the larger iwi.

A lot of Runanga have created their own holdings companies and want to do investment etc, themselves if they have the capability. Regardless of if their involvement be by investment or otherwise, the questions would be how they would see those discussions going.

And as a courtesy I would ask Liz if she wanted to involve Te Rūnanga o Ngāi Tūāhuriri at this point. I would take her lead on this considering the possible confusion/belief with each party of mana whenua status.

As mentioned, my approach in phase 2 is to ensure true treaty partnership engagement and to also ensure that at a minimum everyone's voice will be heard.

The timeline for the above is dependent on approval to proceed with stage 2 and will become clearer following further engagement and related feedback.

## 2. APPENDIX A - DISCLAIMER/LIMITATIONS

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- ii) Where our services are provided for business purposes as defined in the CGA Act then, if any liability arises under this report as a result of the provision of such services then such liability whether arising under contract, tort or otherwise is at all times limited to the contract price paid for this report.