

Application 2021-052 Bellgrove Development – Rangiora (Bellgrove Rangiora Ltd)

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: 12 August 2012	

Ministry for the Environment contacts

Position	Name	Cell Phone	1 st Contact
Principal Author	Pip Lee		
Manager	Stephanie Frame	s9(2)(a)	✓
Director	Sara Clarke	s9(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 to accept the application to refer the Bellgrove Development – Rangiora project to an expert consenting panel (a panel).

Proposed project

3. The applicant proposes to subdivide a 20.8 hectare site in Rangiora, Canterbury and construct approximately 209 residential units, a neighbourhood commercial centre and supporting infrastructure including a road network and shared paths within esplanade and stormwater reserves.
4. A location map is in Attachment 1.

Essential information

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

Section of the FTCA	Information required	Detail
s17(3)(a)	Relevant iwi authority	Te Rūnanga o Ngāi Tahu (TRoNT) <i>Contact details are in Attachment 2</i>
s17(3)(b)	Relevant Treaty settlement	Ngāi Tahu Claims Settlement Act 1998
s17(3)(a)	Relevant Treaty settlement entity	TRoNT <i>Contact details are in Attachment 2</i>
s17(3)(c)	Relevant principles & provisions of the Treaty settlement	<i>See below</i>
s17(3)(d)	Negotiation mandates recognised by the Crown	none
s17(3)(d)	Current Treaty settlement negotiations	none
s17(3)(e)	Court orders recognising customary marine title or protected customary rights under the Marine & Coastal Area (Takutai Moana) Act 2011 or another Act	None that are relevant and the project does not occur in the coastal marine area.

Supporting material

Project area

- The project site lies on the north-east suburban boundary of the town of Rangiora in the Waimakariri District, Canterbury. It forms part of a larger area of rural land covering 63 hectares held by the applicant, as shown on Attachment 3.
- The Cam River/Ruataniwha, a tributary of the Kaiapoi River to the south, arises on the eastern boundary of the project site and flows in a generally south-easterly direction across the site. The historic Bellgrove Farm Homestead lies in the centre of the project site and is to be retained for residential use.
- The project site lies within the Takiwā of Ngāi Tahu and of Te Ngāi Tūāhuriri Rūnanga, one of the 18 Papatipu Rūnanga which comprise TRoNT, as explained further below. As shown on Attachment 1, Tuahiwi Marae lies approximately 4 km to the south of the project site.

Project details

- The project forms the first stage of the applicant's proposed development of a 63 hectare greenfield area within the Future Development Area (FDA) identified in Proposed Change 1 to the Canterbury Regional Policy Statement, that has now been adopted. (This provision enables, under

specified circumstances, the Waimakariri and Selwyn District Councils to consider rezoning land within these FDAs through their district planning processes). The proposed project aims to deliver approximately 20% of the total proposed development of 1,100 new sections.

10. Attachment 4 shows the project concept. The applicant has advised the development will be in accordance with a draft Structure Plan, created by Waimakariri District Council for the proposed Future Development Area.
11. Realignment and reclamation of parts of the Cam River/Ruataniwha is proposed as part of the project. This will require physical works within the river bed and riparian areas.

Statutory matters relating to this report

12. 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.
13. There are therefore no court orders granted under the MACAA or another Act to consider in your referral decision for this project.¹

Iwi and iwi authorities

14. 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.
15. The FTCA does not define iwi authority, so under section 7(2) of the FTCA, it 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.
16. Te Rūnanga o Ngāi Tahu (TRoNT) is the sole iwi authority for the project area.
17. TRoNT is the governing council of Ngāi Tahu iwi, established by the Te Rūnanga o Ngāi Tahu Act 1996 (TRoNT Act) to protect and advance the collective rights and interests of the iwi.
18. TRoNT is made up of 18 Papatipu Rūnanga (rūnanga) to which members of Ngāi Tahu Whānui can belong. Each rūnanga holds the rights, interests and responsibilities to specific takiwā (areas of land and waters) within the Ngāi Tahu Takiwā.² Each rūnanga has its own governance structure and it is through this mechanism that the collective Ngāi Tahu voice in a region is represented and heard at local government and community level.
19. Section 15 of the TRoNT Act specifies that where any enactment requires consultation with any iwi or iwi authority in respect of matters affecting Ngāi Tahu Whānui, it will be held with TRoNT.

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.

² The Papatipu Rūnanga of Ngai Tahu Whānui and their respective takiwā are described in the Schedule to the Te Runanga o Ngāi Tahu (Declaration of Membership) Order 2001, which superseded Schedule 1 to Te Rūnanga o Ngāi Tahu Act 1996.

20. When TRoNT undertakes such consultation, the TRoNT Act also requires it to seek and have regard to the views of the rūnanga and hapū³ they consider may wish to comment on the matter being consulted on.
21. TRoNT has advised you that Papatipu Rūnanga who have interests in Rangiora are Te Ngāi Tūāhuriri Rūnanga, and that TRoNT has discussed the referral application with environmental entity Mahaanui Kurataiao Ltd who represent Te Ngāi Tūāhuriri Rūnanga.
22. Mahaanui Kurataiao Ltd (MKT) is an advisory company established by the six Ngāi Tahu rūnanga based around Christchurch, Banks Peninsula and north Canterbury (including Te Rūnanga o Ngāi Tūāhuriri). It liaises between the rūnanga and TRoNT, and on their behalf engages with the relevant local authorities and others in relation to RMA matters.

Treaty settlement and Treaty settlement entity

23. The Ngāi Tahu Claims Settlement Act 1998 is the only settlement of historical Treaty claims relating to the proposed project area.
24. The Act gives effect to certain provisions of the deed of settlement signed on 21 November 1997, and amendment deeds signed in 1998 and 1999. The [deed, amendment deeds and related documents](#) are available on the NZ Government Treaty settlements website.
25. The settlement applies to the Takiwā of Ngāi Tahu as defined in section 5 of the TRoNT Act, which covers the majority of the South Island of Aotearoa (Te Waipounamu). A [settlement summary](#) is available on the TRoNT website.
26. TRoNT is the post-settlement governance entity associated with the Treaty settlement.
27. 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.
28. No such entities established by the Ngāi Tahu settlement are relevant to the proposed project.

Relevant principles and provisions of the Ngāi Tahu Treaty settlement

Crown acknowledgements and apology

29. The Crown offers an apology as part of Treaty settlement redress to atone for historical wrongs, restore its honour, and begin the process of healing.
30. As part of its apology to Ngāi Tahu, the Crown apologises for its past failures to acknowledge Ngāi Tahu rangatiratanga and mana over the South Island lands within its boundaries, and, in fulfilment of its Treaty obligations, recognises Ngāi Tahu as the tāngata whenua of, and as holding rangatiratanga within, the Takiwā of Ngāi Tahu Whānui.
31. Rangatiratanga as a concept and a practice encompasses rights, responsibilities and obligations, including kaitiakitanga in relation to the land and resources within the Takiwā.
32. Respect for Ngāi Tahu views on resource management matters and enabling effective involvement of Ngāi Tahu as a Treaty partner in resource management decision-making within the Takiwā are

³ There are five primary Ngāi Tahu hapū - Kāti Kurī, Ngāti Irakehu, Kāti Huirapa, Ngāi Tūāhuriri and Ngāi Te Ruahikihiki.

important ways in which the Crown can give effect to these acknowledgements and uphold its relationship with Ngāi Tahu.

Other redress

33. The settlement did not create any new co-governance or co-management processes affecting decision-making under the RMA.
34. The project will not affect any specific cultural or commercial redress provided under the settlement.
35. 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 or affected by a statutory acknowledgement – 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.
36. While the Treaty settlement identifies the Ngāi Tahu association with many named sites and areas, there are many other sites within the Ngāi Tahu Takiwā which are sacred or hold special significance for both local Ngāi Tahu tangata whenua and the iwi as a whole.
37. The relevant rūnanga and their agents are best placed to advise on such matters in the first instance.

Current negotiation mandates and settlement negotiations

38. There are no recognised mandates for negotiation of any further historical Treaty claims, or any current or anticipated negotiations for settlement of historical Treaty claims, affecting the proposed project area.

Details in this report affect certain provisions of the FTCA

Notices of referral decision

39. 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.
40. You invited comment on the referral application from TRoNT. If you decide to refer this project to a panel, the notice of decisions and associated reasons must also be given to:
 - a. any other iwi authorities or Treaty settlement entities you consider have an interest in the matter
 - b. 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.
41. There are no other iwi authorities or Treaty settlement entities likely to have an interest in the matter, and no joint management agreements or Mana Whakahono ā Rohe to consider.
42. If you decide to refer this project, we recommend copying the notice of decisions to Mahaanui Kurataiao Ltd, as the agent for the relevant rūnanga, Te Rūnanga o Ngāi Tūāhuriri, to facilitate their preparedness for engagement in the panel process (should they wish to do so). Contact details are in Attachment 2.

Expert consenting panel membership

43. 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.
44. 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 clause 3(6)(a) – 3(6)(e), which include matters unique to any relevant Treaty settlement Act.
45. TRoNT is the sole relevant iwi authority to make panel nominations for the proposed project. Contact details are in Attachment 2.

Panel invitations to comment

46. 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.
47. TRoNT is the sole relevant iwi authority and Treaty settlement entity for receipt of these invitations.
48. In their comments on the referral application provided to you, TRoNT requested that should the project be referred to a panel, both Papatipu Rūnanga and TRoNT have the opportunity to consider the detail of the application further.
49. As noted above, a panel is required by the FTCA to consult with TRoNT. We also recommend a panel invite comment from Te Rūnanga o Ngāi Tūāhuriri, through their agent Mahaanui Kurataiao Ltd. This is because TRoNT is obliged to consult with the rūnanga when providing comments on local issues. Additionally, this consultative framework has been agreed between Ngāi Tahu and local authorities and is well established under standard RMA process. Contact details are in Attachment 2.
50. The panel may also invite comments from any other person it considers appropriate. We have not identified any further relevant parties.

Provision of Cultural Impact Assessment

51. Any resource consent application that is submitted to a panel for determination must include a cultural impact assessment prepared by or on behalf of the relevant iwi authority or a statement of any reasons given by the relevant iwi authority for not providing that assessment.⁴ 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 has been satisfied.

⁴ Clause 9(5) of Schedule 6 of the FTCA.

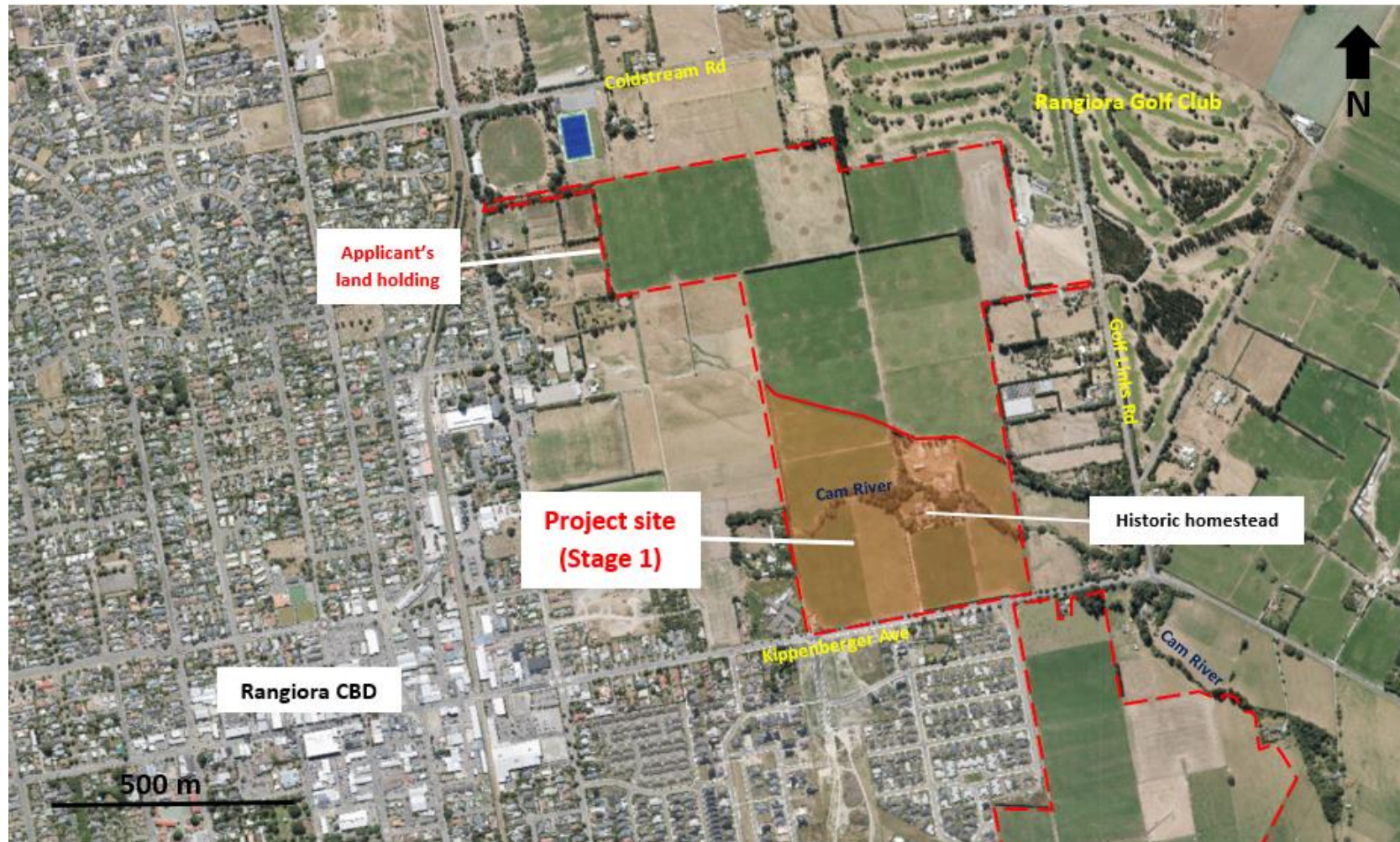
Attachment 1 - Location



Attachment 2 - Contact information

Iwi/hapū	Representative body	Contact details	RMA Iwi authority	Treaty settlement entity	Other	Contact person	Copies to
Ngāi Tahu	Te Rūnanga o Ngāi Tahu (TRoNT)	P.O. Box 13 046 Christchurch 8141 §9(2)(a)	Represents Ngāi Tahu as an iwi authority for RMA purposes	The post-settlement governance entity under the Ngāi Tahu Claims Settlement Act 1998		CEO/Kaihautū – Arihia Bennett info@ngaitahu.iwi.nz	General Manager Te Ao Turoa: Trudy Heath §9(2)(a) Programme Leader Puna Mahara: Aaron Leith §9(2)(a)
	Mahaanui Kurataiao Ltd				Agent for the Papatipu Rūnanga below	Kaihautū/CEO - Tania Wati mahaanui.admin@ngaitahu.iwi.nz	Manager – Mātauranga Taiao: Kyle Davis mahaanui.admin@ngaitahu.iwi.nz
	Te Rūnanga o Ngāi Tūāhuriri	Tuahiwi Marae 219 Tuahiwi Road Kaiapoi Canterbury 7691			Papatipu Rūnanga with interests in Rangiora	Representative: Tania Wati	

Attachment 3 – Project site details



Attachment 4 – Project concept

