BEFORE THE QUEENSTOWN LAKES DISTRICT COUNCIL

UNDER the Resource Management Act 1991

IN THE MATTER of Proposed Plan Change 54 to the Queenstown Lakes District Council District Plan

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STATEMENT OF EVIDENCE OF TANYA JANE STEVENS

ON BEHALF OF TE RŪNANGA O NGĀI TAHU

13 July 2023

INTRODUCTION

1. My name is Tanya Jane Stevens.

2. I hold the qualifications of Bachelor of Music and Master of Planning Practice (with honours) from the University of Auckland. I am a full member of the New Zealand Planning Institute and a Chartered Member of the Royal Town Planning Institute. I am a Practitioner member of the Institute for Environmental Management and Assessment and a Registered Environmental Impact Assessment Practitioner with the same Institute. I have completed the Making Good Decisions course, including one recertification.

3. I am employed by Te Rūnanga o Ngāi Tahu (**Te Rūnanga**) as a Senior Policy Advisor in Te Whakaariki/Strategy and Influence team. I moved to this position in April 2022, having been previously employed by Te Rūnanga as a Senior Planner for eight years.

4. I have over 15 years' experience in planning both in New Zealand and in the United Kingdom. I have worked for councils in both New Zealand and the United Kingdom as a planner, including as a resource consents officer. I have also worked for private consultancies and was employed by Deloitte UK as a planning consultant prior to working for Te Rūnanga.

5. Through my previous role for Te Rūnanga I have been involved in plan review processes as an expert planner, including the Christchurch City Council District Plan Review, and the submissions and hearings process on the Marlborough Environment Plan. I have appeared as an expert planning witness in the Environment Court for Te Rūnanga and have also been involved in Environment Court mediation processes. As part of my current role in Te Whakaariki/Strategy and Influence, I have shifted my focus to fisheries, aquaculture and Ngāi Tahu settlements more broadly.

6. I have read the Code of Conduct for Expert Witnesses contained in the Environment Court Practice Note 2023 and have complied with it in preparing this evidence. I confirm that the issues addressed in this evidence are within my area of expertise and I have not omitted material facts known to me that might alter or detract from my evidence.

7. I whakapapa to Ngāi Tahu hapū Ngāti Kuri and Ngāi Tūāhuriri.

8. For transparency I note that my fathers' pōua (grandfather), Charles Stevens, is included in Schedule F, "Return of Natives and Half-castes in the South Island unprovided with Land" attached to report by Commissioner MacKay "Middle Island Native Claims" 1891. To the best of my knowledge I do not whakapapa to a beneficial owner of the Hāwea/Wānaka block. I do not and cannot speak for the successors to the Hāwea/Wānaka block.

9. I also wish to emphasise that I am a planner - I am neither a lawyer nor historian. My experience in the Ngāi Tahu historic settlement and South Island landless native matters has formed through my nine years of working for the tribe. I have gained this experience through reading, discussion, internal wānanga on settlement, and my interaction with the Ngāi Tahu settlements and subsequent legislation and mechanisms through my day to day mahi.

10. In setting out the historic context for the Hāwea/Wānaka block I highlight that I have not always gone into source documentation myself, and instead rely largely on the Ngāi Tahu Report 1991 as it relates to the historical claims arising from the Crown purchases of Ngāi Tahu land from 1844 (**Ngāi Tahu Report**). The Ngāi Tahu Report extensively references and summarises relevant reports and the findings of various inquiries. It sets out the findings and recommendations of the Waitangi Tribunal on WAI27, Te Kerēme (**the Ngāi Tahu Claim**).

11. My intention is to present the information in a tailored way that serves to assist the Panel to understand the historical information and events which led to the current Hāwea/Wānaka block, otherwise known as Sticky Forest (**Hāwea/Wānaka block**). I do so to provide what I believe to be relevant context, but acknowledge that this is not the primary focus of the Panel in this process, being an application for a private plan change on adjacent land.

12. I have not undertaken a site visit, nor am I inherently familiar with the area.

13. My evidence primarily addresses the submissions of Te Rūnanga on Plan Change 54. It also describes the role of Te Rūnanga in the Hāwea/Wānaka block.

14. I prepared primary submissions on behalf of Te Rūnanga on proposed Plan Change 54. I also prepared comments on behalf of Te Rūnanga on the Northbrook fast track resource consent application, and the draft conditions.

15. The key documents I have referred to in drafting this brief of evidence are:

    (a) The Resource Management Act 1991 (**RMA**);

    (b) The Waitangi Tribunal WAI27 Ngāi Tahu Report 1991 (**Ngāi Tahu Report**);

    (c) Te Rūnanga o Ngāi Tahu Act 1996 (**TRoNT Act**);

    (d) Ngāi Tahu Deed of Settlement 1997 (**Deed of Settlement**);

    (e) Ngāi Tahu Claims Settlement Act 1998 (**NTCSA**);

    (f) South Island Landless Natives Act 1906 (**South Island Landless Natives Act**);

    (g) Proposed Plan Change application documents; Proposed Amendments to the Operative District Plan, Assessment of Environmental Effects, and Section 32 Evaluation, Proposed Plan Change 54 (all dated 3 February 2022); and

    (h) Section 42A report (dated 29 June 2023);

    (i) Planning evidence for the applicant by Jeffrey Brown (dated 6 July 2023).

SCOPE OF EVIDENCE

16. Proposed Plan Change 54 primarily relates to the development of land at Northlake, near Wānaka, for the purposes of residential development.

17. Included in that Plan Change is provision for access, for both transport and other infrastructure, to the Hāwea/Wānaka block.

18. My evidence will cover:

    (a) The historical context and genesis of the Hāwea/Wānaka block, and therefore the importance of that part of the proposed

Plan Change which includes provision for access to the Hāwea/Wānaka block.

(b) Why the proposed Plan Change has included provision for access to the Hāwea/Wānaka block.

(c) The relevant statutory context and specific Te Rūnanga submission points made on the proposed Plan Change.

EXECUTIVE SUMMARY

19. The proposed Plan Change includes provision for access to the Hāwea/Wānaka block, which is otherwise landlocked.

20. The genesis of the Hāwea/Wānaka block originates from the colonisation of New Zealand in the 1800s. It involves a difficult history of land sales by Ngāi Tahu to the Crown, and broken contractual promises of provision for reserves, food resources and health, education and land endowments to be made for Ngāi Tahu.

21. However, after investigation by the Crown into the state of landlessness of Ngāi Tahu, the South Island Landless Natives Act provided a means for title to land located within blocks to be transferred from the Crown to beneficial owners, being those identified as having no or insufficient land.[1] Transfer of title to four blocks within the Ngāi Tahu takiwā, including Hāwea/Wānaka,[2] did not occur before the South Island Landless Natives Act was repealed and replaced in 1909. The transfer of that land is, to this day, yet to be completed and is still owned by the Crown.

22. The Māori Land Court has made progress with identifying successors to the original beneficial owners of the Hāwea/Wānaka block. In essence, the Ngāi Tahu Settlement[3] provides for the vesting of the Hāwea/Wānaka block in those successors. For that reason, the provision of access to the Hāwea/Wānaka block through private Plan Change 54 is of vital importance. The land vested to successors needs to be meaningful – in that the potential

[1] As discussed further in evidence, the land allocated under the South Island Landless Natives Act was often of dubious quality and location, and size.
[2] Hāwea/Wānaka in this instance relates to the original block at Manuhaea/the Neck.
[3] Through section 15 of the Ngāi Tahu Deed of Settlement 1998.

of the land can be unlocked as and how the successors determine is appropriate.

HISTORICAL CONTEXT TO HĀWEA/WĀNAKA BLOCK

Introduction

23. The land adjacent to the proposed Plan Change site, the Hāwea/Wānaka block, is colloquially known as "Sticky Forest". It is covered in plantation forestry and has been used by the community, primarily for mountain biking, for many years. There are well established tracks and signs identifying tracks for users.

24. In 1998, when the **NTCSA** came into force, the reserve status of the land was removed. The land has been in the custodial ownership of the Crown since that time, with use of the land by the general public not prohibited. This is described in more detail in the evidence of Ms Monique King on behalf of Te Arawhiti.

25. However, the underlying ownership of the land will ultimately vest in the successors to the beneficial owners identified in 1906. The reasons for this unique situation require an understanding of historical events that continue to affect the successors today. I provide a summary of these events below.

Ten major land purchases, 1844-1864

26. Between 1844 and 1864 the Crown negotiated ten large scale purchases of land from Ngāi Tahu in the South Island.[4]

27. The Deeds of Purchase for the land made provision for Ngāi Tahu through the creation of reserves. The reserves were to be sufficient to provide for the current and future needs of Ngāi Tahu.[5]

28. Accompanied by the Deeds, were also promises of schools and hospitals.[6]

[4] Ōtākou 1844, Canterbury (Kemps) 1848, Port Cooper 1849, Port Levy 1849, Murihiku 1853, Akaroa 1856, North Canterbury 1857, Kaikōura 1859, Arahura 1860, and Rakiura 1864. As listed in the Preamble to the NTCSA.

[5] These purchases are described and discussed in detail throughout the Ngāi Tahu Report, but are summarised in Volume 1, Section 2.

[6] See Ngāi Tahu Report Volume 3 Chapter 19, Schools and Hospitals, the Ngāi Tahu Report discusses promises regarding schools and hospitals in the context of the Murihiku and Kemp purchases.

29. Provision for reserves of sufficient size and quality to suitably provide for Ngāi Tahu, as agreed between the Crown and Ngāi Tahu, was not honoured by the Crown. Nor were the promises of schools and hospitals.

30. This is summarised by the Waitangi Tribunal in the Ngāi Tahu Report:[7]

> "The tribunal cannot avoid the conclusion that in acquiring from Ngāi Tahu 34.5 million acres, more than half of the land mass of New Zealand, for £14,750, and leaving them only with 35,757 acres, the Crown acted unconscionably and in repeated breach of the Treaty of Waitangi."

31. This dramatically changed the economic, social, environmental and cultural landscape for Ngāi Tahu. As may be expected from such substantial loss of resource and economic capacity, it led to a significant decline in the wellbeing of Ngāi Tahu people.[8]

Investigations of the Crown into Native Landlessness

The MacKay Royal Commission 1886/7

32. On 12 May 1886 Judge MacKay was appointed a Royal Commissioner. He was instructed to: [9] [10]

    (a) inquire into cases where it was asserted that lands set apart were inadequate.

    (b) inquire into the position of all half-castes in the South Island still unprovided with land.

    (c) record the names of such persons and make recommendations as to quantities and in what localities land should be set apart.

33. The Commissioner provided a report to the Governor dated 5 May 1887. I am not an expert on the document or events discussed, but I have read the

[7] Ngāi Tahu Report, Volume 3, Chapter 24, paragraph 24.1.
[8] Significant landlessness and the resulting impact on Ngāi Tahu is central to Te Kerēme, the Ngāi Tahu Claim. The first statement of grievances was made in writing by Matiaha Tiramorehu in 1849. Seven generations followed in pursuit of Te Kerēme, such is the importance and scale of the grievance of Ngāi Tahu.
[9] Ngāi Tahu Report Volume Three, pages 979 and 980, section 20.2.1.
[10] A subsequent warrant dated 20 July 1996 instructed MacKay to investigate whether Māori who had grievances arising from the Smith-Nairn Commission of 1878-1880 regarding the Ōtākou, Kemp, Murihiku and Akaroa purchases would accept a grant of land in final settlement of non-fulfilment of the terms and conditions of those purchases.

report furnished by MacKay. His findings are damning. MacKay describes various issues but in summary; he found that instructions to provide reserves sufficient for current and future needs of Ngāi Tahu were not followed,[11] that proper counting of numbers of Ngāi Tahu to be provided with reserves was not always undertaken, and that Ngāi Tahu normally resident in an area were not always present when census was taken.[12] He notes that "the Natives were coerced into accepting as little [land] as they could be induced to receive."[13]

34. MacKay made a series of recommendations which I summarise in brief as:[14]

    (a) That land should be set aside as an endowment to provide an independent fund for the "objectives which were held out to the Natives as an inducement to part with their land". For example, schools, land improvement, medical purposes.

    (b) That blocks of land be set apart for "use and occupation" by Ngāi Tahu.

35. Whilst he provided a thorough account of how the purchases were made, he did not succeed in completing the instruction to list individuals or allocating blocks.

Joint Committees 1880 - 1890

36. Between 1888 and 1890 a series of joint committees were formed for the purpose of carrying out the recommendations in MacKay's report.[15] As part of the first joint committee (1888), evidence from Members of Parliament was provided in addition to documentary evidence.

37. The Ngāi Tahu Report highlights that the evidence of William Rolleston appears to have been particularly influential, and summarises what Rolleston proposed, being that:[16]

    - no land should be set aside as endowments for Ngāi Tahu as recommended by Mackay;

[11] See "Report on Middle Island Native Land Question" 1887, 188, AJHR, G-01. Particularly in the case of the Kemp Block and Ōtākou Block.
[12] Report on Middle Island Native Land Question, 1887, 188, AJHR, G-01, at 1.
[13] Report on Middle Island Native Land Question, 1887, 188, AJHR, G-01, at 3.
[14] Report on Middle Island Native Land Question, 1887, 188, AJHR, G-01, at 1.
[15] These are discussed in the Ngāi Tahu Report Volume Three pages 982 – 985.
[16] Ngāi Tahu Report, Volume 3, Page 984, section 20.3.3.

- it was dangerous to grant any Ngāi Tahu more than the minimum of land and then only where it was shown "there was absolute pauperism";
- rather than grant any more land the government should issue terminable annuities; and
- the only hope for Ngāi Tahu was to become an industrious people presumably all as members of the "labouring-class".

38. The comments summarised above reflect the overall tone of the joint committees. Suffice to say, the recommendations of MacKay were not progressed, and the situation of Ngāi Tahu was not improved.

The MacKay Royal Commission 1891

39. Although his previous report had largely been ignored, MacKay was commissioned to again look into the condition of Ngāi Tahu and to establish if any had insufficient land.[17] He visited the principle settlements and "gave a depressing account of the poverty, listlessness, and despair" amongst Ngāi Tahu.[18] As described in the Ngāi Tahu Report, it was found that 90% possessed either no land or insufficient land (being 44 percent and 46 percent respectively), and where land was owned, it was often of poor quality and difficult to make a living from.[19]

MacKay and Smith reports 1893-1905

40. In December 1893 MacKay and Percy Smith (Surveyor General) were appointed to complete a list of landless Māori and to assign land to them within blocks.

41. The Ngāi Tahu Report describes the reports and progress with each. I do not provide a summary of each report here, as the below provides an account sufficient for the purposes of this brief - in discussing the delay of the final report the Tribunal quotes MacKay and Smith:[20]

> "In the end, lands have actually been found to meet all requirements as to area, but much of the land is of such a nature that it is doubtful if the people can profitably occupy it as homes."

[17] Ngāi Tahu Report, Volume 3, Page 985, section 20.4.1.
[18] Ngāi Tahu Report, Volume 3, Page 986, section 20.4.2.
[19] Ngāi Tahu Report, Volume 3, Page 986, section 20.4.2.
[20] Ngāi Tahu Report, Volume Three, page 991, paragraph 20.4.12.

42. As described above, much of the land allocated was of poor quality but in addition blocks were often a considerable distance from rail, towns or other infrastructure, and/or the blocks themselves were without roading and other infrastructure.[21]

43. Regardless, the final report (1905) included a recommendation that legislation be passed so that titles allocated to the land could be issued.[22]

South Island Landless Natives Act 1906

44. The South Island Landless Natives Act is relatively short and therefore I have appended it to this brief as **Appendix One**.

45. The purpose of the South Island Landless Natives Act was to provide land for the support and maintenance of landless natives in the South Island.[23] [24]

46. In summary the Act:

    (a) Made provision for the allocation of land "generally in accordance" with the Smith-MacKay Commission.[25]

    (b) Provided authority to transfer title to those named and listed against blocks in the Gazette.[26]

    (c) Contained restrictions on the alienation of such land.[27]

47. However, two key issues arise:

    (a) As highlighted above, the quality of land was of such poor quality that the situation for many Ngāi Tahu was not improved.

    (b) Not all blocks were allocated under the South Island Landless Natives Act before the Act was repealed in 1909.[28] One of these blocks was around 1,658 acres of land, now known as

[21] See Ngāi Tahu Report, Volume Three. The quality of land is discussed on pages 988 to 991.
[22] Ngāi Tahu Report, paragraph 20.4.13.
[23] South Island Landless Natives Act 1906 section 3. Section 2 describes landless natives as Māori in the South Island who are not in possession of sufficient land to provide for their support and maintenance, including half-castes and their descendants.
[24] I note that I use the term "natives" where it is necessary to understand connection to reports etc, but otherwise use "Ngāi Tahu" or "Māori" depending on context.
[25] Ngāi Tahu Report, paragraph 20.5.1.
[26] See South Island Landless Natives Act section 8.
[27] See South Island Landless Natives Act section 9.
[28] Ngāi Tahu Deed of Settlement, Section 15, paragraph D.

the Hāwea/Wānaka block. This block was set aside at Manuhaea, or "the Neck", between Lakes Wānaka and Hāwea as a permanent reserve for 57[29] named individuals under the South Island Landless Natives Act 1906.[30]

WAI27, findings of the Waitangi Tribunal on the Ngāi Tahu Claim, Te Kerēme – the Ngāi Tahu Report 1991

48. Issues of Ngāi Tahu landlessness and investigations and inquiries by the Crown, and the eventual passage and effect of the South Island Landless Natives Act were investigated thoroughly by the Waitangi Tribunal in WAI27 and reported on in the Ngāi Tahu Report to which I have already referred extensively.

49. What is left is for me to highlight here is the findings of the Tribunal regarding landlessness. The Tribunal states in the Ngāi Tahu Report:[31]

> "The tribunal is unable to escape the conclusion that, to appease its conscience, the Crown wished to appear to be doing something when in fact it was perpetrating a cruel hoax. In the tribunal's view the facts speak for themselves. The tribunal was unable to reconcile the Crown's action with its duty to act in the utmost good faith towards its Treaty partner. The South Island Landless Natives Act 1906 and its implementation cannot be reconciled with the honour of the Crown. The tribunal found the Crown's policy in relation to landless Ngai Tahu to have been a serious breach of the Treaty principle requiring it to act in good faith. The breach is yet to be remedied."

50. In its concluding remarks the Tribunal states:[32]

> "Ngai Tahu have established their major land and associated grievances. They are entitled to speedy and generous redress if the honour of the Crown is to be restored. The tribunal would urge, in the interest of all New Zealanders, that the Crown at long last repays its debts to Ngai Tahu. Surely Ngai Tahu have waited long enough."

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[29] The Māori Land Court has since refined to 50 names. List-of-Original-Grantees-for-Hawea-Wanaka-with-notes.pdf (xn--morilandcourt-wqb.govt.nz)
[30] The other three blocks that were not transferred are Toitoi, Port Adventure, and Whakapoai.
[31] Ngāi Tahu Report, Volume Three, Page 1000, Section 20.7.4.
[32] Ngāi Tahu Report, Volume Three, Pages 1037 and 1038, section 22.3.

51. The findings of the Waitangi Tribunal formed the basis for negotiations with the Crown, eventually recorded in the Deed of Settlement.

Deed of Settlement 1997

52. The Deed of Settlement records the agreement between the Crown and Ngāi Tahu. This agreement followed extensive discussions and negotiations.

53. Section 15 of the Deed of Settlement summarises the findings of the Waitangi Tribunal, in relation to specified South Island Landless Natives Act blocks which did not transfer before repeal of the South Island Landless Natives Act in 1909, being that:[33]

    (a) Although the land was set aside in accordance with the South Island Landless Natives Act 1906, the land was not gazetted, surveyed, and titles were not issued.

    (b) This failure to allocate these lands served to exacerbate the earlier Crown failure to set aside sufficient lands within the purchase areas to give Ngai Tahu an economic base and was therefore a further breach of the principles of the Treaty of Waitangi.

54. In the Deed of Settlement it notes that the Crown:[34]

> "accepted that there was an obligation on the Crown to complete the transfer of those lands to the beneficial owners after 1906[35] and that the failure by the Crown was a breach of the principles of the Treaty of Waitangi."

55. The Deed of Settlement then records that the Hāwea/Wānaka land at Manuhaea/the Neck was no longer available for allocation to successors. Therefore the Hāwea/Wānaka substitute land (being Sticky Forest) is to be vested in those successors by way of substitution.

56. The NTCSA enacts the Deed of Settlement.

[33] The below is taken from the Ngāi Tahu Deed of Settlement, section 15.2, B., i and ii.
[34] Ngāi Tahu Deed of Settlement, Section 15, E
[35] Being the four outstanding blocks that were not transferred before the repeal of the South Island Landless Natives Act 1906

57. The Deed of Settlement and NTCSA set out a procedure to provide for the vesting of the four outstanding South Island Landless Natives Act blocks in beneficial owners.

58. It is now well over one hundred years since the passing and indeed repeal of the South Island Landless Natives Act, and some twenty years since the signing of the Deed of Settlement and the passing of the NTCSA. The Hāwea/Wānaka block is still vested in the Crown.

59. I set out below some common questions which arise, and provide answers to assist the Panel:

Why is Hāwea/Wānaka a substitute block?

60. At the time of Ngāi Tahu settlement the original Hāwea/Wānaka block (at Manuhaea, "the Neck") was subject to a long term pastoral lease to private leaseholders. A substitute block, known as "Sticky Forest", was made available. It was agreed that the fee simple of the block would be vested in beneficial owners[36] and the reserve status of the block removed.[37]

What is the process for vesting the block with beneficial owners?

61. Section 15.8.7 of the Deed of Settlement sets out the process for vesting the block with successors. It requires that:

(a) The Māori Land Court identify successors.[38] [39]

(b) The Successors to determine how to receive and hold the land (e.g. whether to take the land as Māori freehold or general land and whether to receive by way of a holding entity).[40]

(c) The vesting is by notice in the Gazette in accordance with the determinations of the Successors as to how to receive and hold the land.[41]

[36] Ngāi Tahu Deed of Settlement, Section 15, Clause 15.2.2.
[37] Ngāi Tahu Deed of Settlement, Section 15, Clause 5.2.3.
[38] There are specific processes that the Māori Land Court must satisfy in undertaking this work. I am not familiar with these and do not comment on them other than highlighting the role of Te Rūnanga Whakapapa Unit.
[39] Ngāi Tahu Deed of Settlement, Section 15, Clause 15.6.2
[40] Ngāi Tahu Deed of Settlement, Section 15, Clause 15.7.5
[41] Ngāi Tahu Deed of Settlement, Section 15, Clause 15.8.7

62. The Ngāi Tahu Whakapapa Unit, with particular assistance from the late Matua Terry Ryan, have assisted the Māori Land Court with identifying Successors to Hāwea/Wānaka. Evidence from Ms King, on behalf of Te Arawhiti, advises on progress made and further steps necessary before the land can be vested in Successors.

What is the role of Te Rūnanga in the Hāwea/Wānaka block?

63. The Panel and more broadly Queenstown Lakes District Council may be accustomed to working with Te Rūnanga in its capacity as iwi authority in the Queenstown District.

64. As noted in paras 76 - 80 below Te Rūnanga is the relevant iwi authority in this private plan change process.

65. It is important to note that the Section 15 redress provided in respect of untransferred South Island Landless Natives Act lands is for the benefit of the successors to the interests of the original beneficiaries who did not receive the land committed to them prior to 1909. The role of Te Rūnanga as it relates to Section 15 redress is to "use reasonable endeavours to facilitate the provision of that redress to those beneficiaries in accordance with this Deed".[42] With regard to the Hāwea/Wānaka block, Te Rūnanga defers to the successors on aspirations and outcomes sought for the block.

Northbrook Fasttrack Resource Consent

66. As the Panel will be aware, the inclusion of provision for access to the Hāwea/Wānaka block in this private plan change was required by a decision of the Northbrook Expert Consenting Panel, dated 4 August 2021. This followed the decision of Minister Parker on the referral of the project to the Fast-track consenting process, where he noted the opportunity through the process to provide access to the Hāwea/Wānaka block (**Appendix Two**).

67. The relevant conditions (48-50) of the Northbrook resource consent are set out in full in **Appendix Three**. In summary, the conditions require that a Private Plan Change is lodged with the Council regarding land owned by the

[42] Ngāi Tahu Deed of Settlement clause 16.2.4

same developer (being the Northlake site) and includes provision for a legal route for road access (including other infrastructure services).

68. Te Rūnanga provided comment on the Northbrook consent, supporting the requirement to provide access to the Hāwea/Wānaka block. Without provision for access through Northlake, the Hāwea/Wānaka block is otherwise landlocked.

69. In its landlocked state the potential for successors to realise any effective use of the block, or even to have the option to consider use of the site, is severely limited. Te Rūnanga comments on the Northbrook Fast-track consent are provided in **Appendix Four.**

70. Noting that the transfer of the Hāwea/Wānaka block is an issue that has been inherited from over a century ago, I highlight that should access to Hāwea/Wānaka be denied, the failure of the Crown (or Crown agents) to provide meaningful redress to the landless natives identified and allocated to blocks by Smith and MacKay will continue to be exacerbated.

Concluding remarks on historical context

71. This plan change, whilst a private plan change for the development of residential use on the application site, is now part of a longer chronology of events. Previous events have:

1. Caused or added to substantial landlessness, and severe decline in the wellbeing of Ngāi Tahu.

2. Demonstrated a lack of care and attention, in some instances even deliberate efforts on the part of the Crown, when contractual agreements and promises made to Ngāi Tahu should have been honoured.

3. Pulled the carpet away as such, with the repeal of the South Island Landless Natives Act before land could be transferred.

4. Resulted in over a century passing before efforts to transfer land resumed through the NTCSA and Deed of Settlement.

72. The proposed private plan change now provides an opportunity, through the inclusion of provision of access, to enable successors to the Hāwea/Wānaka

block to unlock the value of a land allocation owing to them for over a century.

RELEVANT STATUTORY DIRECTION

Resource Management Act 1991

73. The purpose of the RMA is "to promote the sustainable management of natural and physical resources." Sustainable management is defined in section 5(2) of the RMA. As well as duties to manage environmental effects, the definition of sustainable management includes requirements to:

    (a) Enable people and communities to provide for their economic, social and cultural well-being; and

    (b) Sustain the potential of natural and physical resource (excluding minerals) to meet the reasonably foreseeable needs of future generations.

74. In addition, sections 6 to 8 of the RMA provide for specific matters as part of achieving the purpose of the Act. These include, amongst other matters:

    (a) Recognising and providing, as a Matter of National Importance, for the relationship of Ngāi Tahu and their customs and traditions with their ancestral lands, waters, wāhi tapu and other taonga;[43]

    (b) Having particular regard to kaitiakitanga;[44]

    (c) Taking into account the principles of Te Tiriti.[45]

75. Section 6(e), 7(a) and 8 of the RMA are relevant to these proceedings. Access to the Hāwea/Wānaka block recognises and provides for the ancestral relationships and traditions of the successors with resources and other taonga.[46] Through access, the successors can make decisions as kaitiaki, and fulfil the ancestral obligations upon them as successors.[47] The unfulfilled right of the successors to have use of the land has carried through

[43] Section 6(e) Matters of National Importance.
[44] Section 7(a).
[45] Section 8.
[46] RMA Section 6(e).
[47] RMA Section 7(a).

multiple generations and formed part of the Deed of Settlement agreed between Ngāi Tahu and the Crown. Enabling the fulfilment of the requirements of Section 15 of the Deed, the NTCSA, and ultimately Crown promises, is consistent with Te Tiriti.[48]

Te Rūnanga o Ngāi Tahu Act 1996

76. TRoNT Act provides a statutory basis for the modern assemblage of Te Rūnanga o Ngāi Tahu.

77. Te Rūnanga is the collective of eighteen Papatipu Rūnanga, which are regional bodies that represent local views of Ngāi Tahu Whānui. Section 15(2) states that:

> "where any enactment requires consultation with any iwi or with any iwi authority, that consultation shall, with respect to matters affecting Ngai Tahu Whānui, be held with Te Runanga o Ngai Tahu:"

78. In turn Section 15(3)(a)-(c) requires Te Rūnanga, in carrying out consultation, to seek views of Papatipu Rūnanga, to have regard to those views, and to act in a manner that will not prejudice or discriminate against any Papatipu Rūnanga.

79. TRoNT Act also identifies the tribal takiwā (see map in **Appendix Five**)[49]. The Ngāi Tahu takiwā is described in Section 5 of the TRoNT Act. In general it covers Te Waipounamu with the exception of an area in the Tasman/Marlborough regions.

80. Te Rūnanga therefore is the relevant iwi authority for the proposed Plan Change. As iwi authority, Te Rūnanga has consulted with Te Ao Marama Inc. and Aukaha as environmental entities that represent the Papatipu Rūnanga of Murihiku and Otago. Having consulted with Papatipu Rūnanga on the proposed plan change itself and not identifying significant issues for comment, Te Rūnanga submission on the proposed Plan Change therefore focusses on whether the Private Plan Change as notified includes provision for access to Hāwea/Wānaka consistent with Conditions 48-50 of the Northbrook Fast track consent.

[48] RMA Section 8
[49] TRoNT Act Section 5 contains a full description of the takiwā.

81. Te Rūnanga supports the intent of the proposed Plan Change, being for the purposes of residential development. This is on the proviso that the Plan Change includes provision for access to Hāwea/Wānaka, Sticky Forest.

82. The role of Te Rūnanga in relation to Section 15 of the Deed of Settlement is described in paragraph 65 above.

Ngāi Tahu Claims Settlement Act 1998

83. The NTCSA enacts the Deed of Settlement 1997 and records the Crown Apology to Ngāi Tahu.

84. One of the most important aspects of the Crown's settlement with Ngāi Tahu was a formal apology by the Crown (see **Appendix Six**). The wording was given much thought by both parties. The Crown included a formal apology as part of the Deed of Settlement and the NTCSA to acknowledge that Ngāi Tahu suffered grave injustices that significantly impaired its economic, social and cultural development. The Apology recognises Ngāi Tahu "as the tangata whenua of, and as holding rangatiratanga within, the Takiwā of Ngāi Tahu Whānui."

85. With regard to the South Island Landless Natives Act land the NTCSA includes references to the Deed of Settlement. The NTCSA and Deed of Settlement therefore need to be considered together. This is discussed further within the context of Hāwea/Wānaka block as appropriate.

TE RŪNANGA SUBMISSION

Summary

86. Te Rūnanga submission primarily seeks to ensure that Conditions 48-50 of the Northbrook Fast-track resource consent are appropriately implemented. It also seeks that references to the Hāwea/Wānaka block provide for both the origin of the block through the South Island Landless Natives Act and Deed of Settlement, and colloquial references used for the block.

Activity Status

87. The notified plan change includes non-complying activity Rule 15.2.1.1(xx) for any subdivision of Activity Area B6 where legal vehicle access to Sticky Forest is not required by condition of consent.

88. As primary relief Te Rūnanga submission seeks that the Non-complying activity status is deleted and replaced by a prohibited activity status. As secondary alternative relief, Te Rūnanga submission seeks the retention of Rule 15.2.1.1(xx) (which is now Rule 15.2.3.4) with amendment to Objective 3 – Connectivity, and a new Policy 3.1.

89. Te Rūnanga seeks the following amendment to Objective 3:

Objective 3 – Connectivity

Development that is well-connected internally and to networks outside the zone <u>including provision for access to Hāwea/Wānaka-Sticky Forest</u>.

90. The amendment sought to Objective 3 has not been agreed to by the Applicant nor has the section 42A report recommended its inclusion. I consider that the amendment sought by Te Rūnanga does not go beyond what is anticipated by the objective, but provides additional clarity to the objective.

91. In terms of Policy 3.1 the applicant has agreed to the following:[50]

Policy 3.1 To ensure that roading is integrated with existing development, and the existing road network, ~~and with~~ <u>including provision for legal vehicle and infrastructure servicing access to Hawea/Wānaka - Sticky Forest (to the west).</u>"

92. Mr Brown records that the applicant has also agreed to amended wording of Rule 15 2.3.4(xx) which reads as:

Rule 15.2.3.4(xx): "In the Northlake Special Zone, any subdivision of Activity Area B6 that does not ~~require, by condition of consent, the legal establishment of~~ <u>establish legal vehicle and infrastructure servicing</u> access to Sticky Forest (Section 2 of 5 Block XIV Lower Wanaka Survey District."

93. Mr Brown states that he prefers this wording to that recommended in the section 42A report.[51] I agree with Mr Brown, and prefer the wording agreed with Te Arawhiti.

94. The section 42A report recommends the addition of a High Productivity Motor Vehicle (**HPMV**) to Rule 15.2.3.4(xx).[52] I consider that the addition of

[50] See planning evidence of Jeffrey Brown at para's 2.4 to 2.6
[51] Planning evidence of Jeffrey Brown para 2.35
[52] Section 42A report, para's 10.50 and 10.52

a weight restriction adds unnecessary detail which can be dealt with through other means. This is discussed further in the evidence of Ms Katrina Ellis on behalf of Te Arawhiti.

95. Provided the above amendments are made, I would be comfortable with the Non-complying activity rule pathway. In the absence of the above amendments I would still consider that a prohibited rule would be required.

Roading

96. Te Rūnanga sought that the east west link to the Hāwea/Wānaka block should be of a collector road standard. The Section 42A report has recommended an amendment to the structure plan to specify a 20m road width. I understand that the evidence of Mr Penny confirms that a 20m road width is sufficient. I therefore confirm that with the specification of the 20m width in the Structure Plan and clarity provided by this amendment, Te Rūnanga no longer seeks a collector road standard.

Hāwea/Wānaka – Sticky Forest

97. As discussed previously the Hāwea/Wānaka block is colloquially referred to as Sticky Forest. The reference to "Sticky Forest" does not reflect the origin of the block through firstly the South Island Landless Natives Act, and secondly the Deed of Settlement. To acknowledge both the origin of the block and the colloquial reference, Te Rūnanga submission has suggested that the block is referred to as "Hāwea/Wānaka – Sticky Forest". It is for the successors to determine whether they wish to use a different name in the future, but for the purposes of this plan change I consider that this is an appropriate means of referencing the block. I have discussed this with Mr Theo Bunker and Ms Lorraine Rouse who agree with the use of this reference in the Plan Change.

CONCLUSION

98. Plan Change 54 provides an opportunity for access to be provided to the Hāwea/Wānaka South Island Landless Natives block. This is consistent with section 6(e), 7(a) and 8 of the RMA, and is a positive step toward completing redress owed to the successors of that block. Te Rūnanga

supports the plan change subject to amendments which provide clarity to the provision of access.

Tanya Jane Stevens
13 July 2023

APPENDIX ONE: South Island Landless Natives Act 1906

New Zealand.

ANALYSIS.

1906, No. 17.

AN ACT to make Provision for Landless Natives in the South Island. [*20th October, 1906.* Title.

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

1. The Short Title of this Act is "The South Island Landless Natives Act, 1906." Short Title.

2. In this Act, if not inconsistent with the context,— Interpretation.

"South Island" means the islands known as the Middle and Stewart Islands:

"Landless Natives" means Maoris in the South Island who are not in possession of sufficient land to provide for their support and maintenance, and includes half-castes and their descendants:

"Land" means all land set apart heretofore to make provisions for landless Natives and which may subsequently be set apart for a similar purpose:

"Court" means the Native Land Court as constituted by "The Native Land Court Act, 1894."

3. (1.) For the purpose of providing land for landless Natives in the South Island the Governor may from time to time by Proclamation declare that any Crown land shall, whether the same has been surveyed or not, be set aside temporarily for such purpose. Temporary reserves for landless Natives.

(2.) Notice of all such temporary reservations shall be published in the *Kahiti*.

4. At the expiration of one month, but not later than six months, after the publication of the aforesaid Proclamation the lands described therein may by Proclamation be permanently reserved, and notice of such permanent reservation shall be pub- Permanent reserves.

lished in the *Kahiti*, and failing such permanent reservation any such temporary reservation shall be void.

Effect of Proclamation.

5. On the publication of the Proclamation permanently reserving the aforesaid Crown lands, such lands shall become and be dedicated to the purpose for which they were set apart, and may at any time thereafter be granted as hereinafter provided.

Proclamations may be amended.

6. Where there has been any error of description made in the Proclamation of any intended reserve, or where there appears to be a great discrepancy in the area of any intended reserve after the same has been surveyed, the Governor may cancel any Proclamation made in respect of such reserve, and issue a fresh Proclamation in respect thereof with amended particulars and descriptions. All such amended Proclamations shall be published in the *Kahiti*.

Lands may be granted to landless Natives.

7. For the purpose of carrying out the intention of this Act, or in fulfilment of any contract, promise, agreement, or understanding in connection with the setting-apart of lands for landless Natives in the South Island, the Governor may from time to time execute warrants for the issue of Land Transfer certificates to all or any parts of the land heretofore selected and allocated in favour of any such landless Natives, or which may be subsequently selected for such purpose, to any person or persons whose names have been ascertained either in severalty or as tenants in common, and may fix the terms and conditions and the dates on which the legal estate therein shall respectively vest.

Particulars to be published and to form basis of title.

8. The names of the persons deemed to be entitled to such instruments of title, together with the respective areas allotted them, shall be published in the *Kahiti*, together with the name of the locality and the sectional number; and such publication shall form the basis of title, and shall operate provisionally as such for the purpose of exchange, subdivision, or the reduction of areas as hereinafter provided.

Restriction on alienation.

9. Every certificate of title to be granted under the authority of this Act shall contain a restriction to the effect that the land shall be absolutely inalienable except by way of exchange or a lease for any term not exceeding twenty-one years amongst the persons only or their descendants who have been found to be entitled.

Powers of Court.

10. (1.) The Court shall have power to determine inheritance, exchanges, and subdivisions of any part or parts of the land set apart as aforesaid or which may hereafter be set apart, and in cases where it appears to the Court, on the application of any person concerned, that the allocation made in favour of any person or persons in consequence of the uncertainty of the age of any individual is in excess of the quantity such person or persons should have received, the Court is authorised to reduce the area allotted to a quantity commensurable with the acreage which such persons would have received had their age been accurately known at the time the award was made—that is to say, on the basis of fifty acres each or a lesser area in the case of adults, and twenty acres each or a lesser area for non-adults under the age of fourteen years, allotted to all persons found to be entitled to the territory south of the northern boundary of the Provincial District of Canterbury; and on the basis of forty acres each or a lesser area in the case of adults, and twenty acres

each or a lesser area in the case of non-adults under fourteen years old, allotted to all persons found to be entitled in the Provincial Districts of Nelson and Marlborough (saving and except in the case of Whakapoai, in the Provincial District of Nelson, which for this purpose shall be treated as if south of the northern boundary of Canterbury).

(2.) Any surplus lands which may be created through any reduction made by the Court shall revert to the Crown, and shall be set apart as an endowment for the recreation or education of Natives.

Land may be leased by Governor.

11. The Governor is authorised, after consultation with the Natives entitled to any of the sections or parcels of land allotted as aforesaid or which may be allotted hereafter, to lease any such lands on behalf of the Natives concerned to Europeans for any period not exceeding twenty-one years in possession and not in reversion, at the best improved rent obtainable at the time, subject to the payment of the value of any timber standing or growing thereon, the proceeds and rents to be paid and divided amongst the persons to whom such lands have been specially allotted in proportion to their respective acreage.

Regulations.

12. The Governor may from time to time, by Order in Council gazetted, make regulations for any purpose deemed expedient or necessary in connection with carrying out any of the provisions of this Act.

WELLINGTON: Printed under authority of the New Zealand Government, by JOHN MACKAY, Government Printer.—1906.

APPENDIX TWO: Minister Parker Fast-track referral letter

Hon David Parker BCom, LLB

Attorney-General
Minister for the Environment
Minister for Trade and Export Growth

Associate Minister of Finance

2020-B-07144

1 October 2020

Kellie Roland
General Manager – Government Relations
Winton Property Limited
s 9(2)(a)

Dear Kellie Roland

COVID-19 Recovery (Fast-Track Consenting) Act 2020 - Notice of Decision (Section 25) – Northbrook Wanaka Retirement Village

Thank you for your application to refer Northbrook Wanaka Retirement Village to an expert consenting panel for consideration under the COVID-19 Recovery (Fast-track Consenting) Act 2020 (the Act).

The application is to construct and operate a retirement village and private hospital, associated facilities (park, walking and cycling facilities, cafes, gym, pool and community centre).

Under sections 18 and 19 of the Act I have now considered: the application, a report on Treaty of Waitangi obligations, comments received from relevant local authorities and Ministers, and further information provided by the applicant.

I have made a decision, under section 24(2) of the Act to **accept** your application for referral as the project meets the referral criteria in section 18 of the Act and I consider the project will help to achieve the Act's purpose because:

1. You have advised that the project will provide a total of up to 700 jobs during the construction period in an area significantly affected by a reduction in international tourists.
2. The project contributes to public benefit by providing additional housing supply for aged persons and aged care facilities.
3. Any adverse effects arising from the application and mitigation measures could be tested through the expert consenting panel having regard to Part 2 of the RMA and the purpose of the Act.

I have also decided to direct the panel to invite comments under 24 (2) (e) from the following additional persons:

- Persons who made submissions to Plan Change 53 of the Queenstown Lakes District Plan, and any new owners who subsequently purchased properties within the area affected by the plan change. I consider this is important due to the proposed intensification of the area beyond what was contemplated by the plan change.

- Michael Beresford, to assist the panel in understanding any specific interests of nearby land known as Sticky Forest.

I will also direct the expert consenting panel to consider whether this project is a legitimate opportunity to resolve access issues to landlocked Sticky Forest.

As required by the Act, I am providing a copy of this decision to the persons, entities and groups specified in section 25(2).

Please contact officials at the Ministry for the Environment (fasttrackconsenting@mfe.govt.nz) if you have any questions or wish to discuss this decision.

Yours sincerely

Hon David Parker
Minister for the Environment

cc Ministers of/for:

Arts, Culture, and Heritage; Conservation; Climate Change; Defence; Education; Housing; Infrastructure; Land Information; Local Government; Māori Crown Relations — Te Arawhiti; Transport; Treaty of Waitangi Negotiations; Urban Development; and Seniors

APPENDIX THREE: Relevant Northbrook Conditions

Relevant Northbrook Conditions of Consent

47. These consents shall not be implemented by the consent holder until and unless:

    a. A request for a private plan change (PPC Request) is lodged with the Council in respect of the undeveloped land owned by Northlake Investments Limited located east of, and adjoining, the land referred to as 'Sticky Forest' legally described as Section 2 of 5 Block XIV Lower Wanaka Survey District; and

    b. The PPC Request includes provision for a legal route for road access (including a route for other infrastructure services) connecting Sticky Forest to roading and other infrastructure services already installed within the Northlake Special Zone (Sticky Forest Access) to enable the servicing of development enabled within Sticky Forest; and

    c. Accompanying the PPC Request is an executed deed to secure and implement the Sticky Forest Access (Access Deed).

48. The Access Deed shall:

    a. Be executed by the consent holder and/or any other owner of any part of the land across which the Sticky Forest Access will run (as grantor of the Sticky Forest Access);

    b. Provide for either or both of the Council and the Crown (in its capacity as the owner of Sticky Forest) to execute the Access Deed as a party which will benefit from the Access Deed;

    c. Ensure that no aspect, right or obligation arising under the Access Deed shall in any way hinder or inhibit the ability of the consent holder to develop the land subject to this consent in accordance with the Operative District Plan provisions applicable to that land as at the date of the Access Deed, except to the extent necessary to implement the Sticky Forest Access;

    d. Grant the following easements in favour of the Council (in gross) and/or the Crown (appurtenant to Sticky Forest):

        i. a right of way;

        ii. a right to convey water, electricity, gas and telecommunications; and iii. a right to drain water and sewage, in respect of the part of the land necessary to create the Sticky Forest Access, relying upon the rights and powers implied for those classes of easement as prescribed by the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007 (Easements), and provide for those easements to be registered;

    e. Provide for the land required for Sticky Forest Access to be vested in the Council as legal road, at the Council's discretion;

    f. Not contain any positive obligation on the Council and/or the Crown or the consent holder to carry out any works to form any part of the road or other infrastructure enabled by the Sticky Forest Access, provided that the Council and/or the Crown and the consent holder shall be entitled to carry out any such works at their discretion;

    g. Provide for the inclusion in those easements of any terms or conditions required by the Council and/or the Crown as grantee provided that such terms and conditions do not breach subclause c. above;

h. Include provision for the consent of any mortgagee, encumbrancee or other person having an interest in the land whose consent will be required to enable the implementation of the Access Deed;

i. Be executed by the persons or entities referred to the preceding subparagraph;

j. Be conditional only upon:

i. Sticky Forest being zoned to enable any form of development which requires the Sticky Forest Access to enable that development to be implemented;

ii. The Sticky Forest Access being approved through, and as a consequence of, the PPC Request.

49. These consents can only be implemented on or after the date the PPC Request and the Access Deed (executed as required under Conditions 48(a) and 48(i) above) are lodged with the Council.

50. These consents will lapse if the PPC Request and the Access Deed are not lodged with the Council within six months of the date of this consent

APPENDIX FOUR: Te Rūnanga o Ngāi Tahu comments on Northbrook consent application (without appendices)

Te Rūnanga o NGĀI TAHU

23 June 2021

Mr Matt Allan
Chair of the Northbrook Wanaka Retirement Village Expert Consenting Panel
c/- Environmental Protection Authority
Te Mana Rauhī Taiao
Private Bag 63002
Waterloo Quay
Wellington 6140

Via email: northbrookwanakafasttrack@epa.govt.nz

Tēnā koe Mr Allan,

Te Rūnanga o Ngāi Tahu comments on Northbrook Wānaka Retirement Village

I set out below comments on the proposal by Winton Property Limited (the applicant) to establish a retirement village in Northbrook, Wānaka under the Covid-19 Recovery (Fast-track Consenting) Act 2020.

1. Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga

1.1 This response is made on behalf of Te Rūnanga o Ngāi Tahu (**Te Rūnanga**) which is the statutorily recognised representative tribal body of Ngāi Tahu whānui (as provided by section 15 of the Te Rūnanga o Ngāi Tahu Act 1996 (**TRONT Act**)) and was established as a body corporate on 24 April 1996 under section 6 of the TRONT Act.

1.2 Te Rūnanga encompasses five hapū, Kati Kurī, Ngāti Irakehu, Kati Huirapa, Ngāi Te Ruahikihiki, Ngāi Tūāhuriri and 18 Papatipu Rūnanga, who uphold the mana whenua and mana moana of their rohe. Te Rūnanga is responsible for managing, advocating and protecting, the rights and interests inherent to Ngāi Tahu as mana whenua.

1.3 Notwithstanding its statutory status as the representative voice of Ngāi Tahu whānui "for all purposes", Te Rūnanga accepts and respects the right of individuals and Papatipu Rūnanga to make their own responses.

1.4 Papatipu Rūnanga who have shared interests across the Queenstown Lakes District are: Waihōpai Rūnanga; Te Rūnanga o Awarua; Te Rūnanga o Ōraka Aparima and Te Rūnanga o Hokonui (collectively referred to as Ngāi Tahu ki Murihiku) and Te Rūnaka o Ōtākou, Kati Huirapa ki Puketeraki Rūnaka and Moeraki Rūnaka (collectively referred to a Kāi Tahu ki Ōtākou).

Te Rūnanga o Ngāi Tahu
15 Show Place, Addington, Christchurch 8024
PO Box 13-046, Christchurch, New Zealand

1.5 In the case of this application, Te Rūnanga has referred this project to local Papatipu Rūnaka referenced in paragraph above for comment through their environmental entities Te Ao Marama Inc and Aukaha.

1.6 Te Rūnanga respectfully requests that the Panel accord this response with the status and weight of the tribal collective of Ngāi Tahu whānui comprising over 70,000 registered iwi members, in a takiwā comprising the majority of Te Waipounamu. A map of the takiwā of Te Rūnanga is included at **Appendix One**.

2. Te Tiriti o Waitangi

2.1 The contemporary relationship between the Crown and Ngāi Tahu is defined by three core documents; the Treaty, the Ngāi Tahu Deed of Settlement 1997 (**Deed of Settlement**) and the Ngāi Tahu Claims Settlement Act 1998 (**NTCSA**). These documents form an important legal relationship between Ngāi Tahu and the Crown.

2.2 Of significance, the Deed of Settlement and NTCSA confirmed the rangatiratanga of Ngāi Tahu and its relationship with the natural environment and whenua within the takiwā.

2.3 As recorded in the Crown Apology to Ngāi Tahu (see **Appendix Two**), the Ngāi Tahu Settlement marked a turning point, and the beginning for a "new age of co-operation". In doing so, the Crown acknowledged the ongoing partnership between the Crown and Ngāi Tahu and the expectation that any policy or management regime would be developed and implemented in partnership with Ngāi Tahu.

3. Comments

Statutory Acknowledgements

3.1 Whilst not immediately adjacent, the proposed development site is located near the Lake Wānaka Statutory Acknowledgement, and Mata-au Clutha Statutory Acknowledgement (**Appendix Three**). The importance of the Statutory Acknowledgements is described in letter dated 15 December 2020 from Aukaha (**Appendix Four**).

3.2 Te Rūnanga wishes to reiterate that whilst the Statutory Acknowledgements are not immediately adjacent to the development site, they are highly valued and important cultural areas which form part of the wider receiving environment. If during the consideration of the application any concerns relating to stormwater and/or wastewater do arise, Te Rūnanga wishes to highlight that any potential adverse effects from stormwater and wastewater may be felt within the Mata-au Clutha River and Lake Wānaka as potential end points for contamination pathways. Te Rūnanga asks that consideration of effects is within the context of the Statutory Acknowledgements.

Sticky Forest

3.3 As set out in the application the site is located in close proximity to the land known as Sticky Forest[1], an area of land currently owned by the Crown but which will eventually be transferred to identified successors in accordance with the NTCSA as a consequence of redress promised under the South Island Landless Natives Act 1906 (**SILNA**). Further comment is set out below on the conditions proposed by the Applicant.

Conditions

3.4 Aukaha has previously provided comment to the applicant regarding the proposals. Their letter is attached. In particular Aukaha requested conditions of consent which Te Ao Marama Inc. tautoko/support. For ease these are:

a. That the Heritage New Zealand Pouhere Taonga Archaeological Discovery Protocol should be adhered to.

b. That suitable, locally sourced native plants are included in any landscape planting to compliment the surrounding environment.

c. That Rūnanga are consulted via Aukaha [and Te Ao Marama Inc.] around the use of Ngāi Tahu names within the subdivision.

3.5 Te Rūnanga supports the above requested conditions and also more broadly the letter attached and previously provided by Aukaha.

3.6 Te Rūnanga is aware of the history and status of the land known as Sticky Forest in Wānaka and can confirm that the issue of resolving access to this land has been the subject of considerable concern to the potential successors since the land was initially subdivided (and landlocked) in 2000.

3.7 Te Rūnanga is supportive of any efforts to resolve this issue and appreciates the Minister's Direction to the Panel to consider whether the grant of consent for the Northbrook retirement village may be used as a vehicle for such resolution. To that end the applicant has offered a condition to provide legal road access, the intent of which is appreciated by Te Rūnanga. In principle Te Rūnanga considers that the imposition of conditions to provide access is an appropriate mechanism to unlock the potential of this land and to resolve a long-standing claim.

3.8 Te Rūnanga has considered the proposed drafting of the condition and is concerned that it may not provide certainty of implementation as easements may be required to facilitate access. It is not clear from the drafting of the condition, or the broader application, what

[1] The land adjacent to Sticky Forest on its eastern boundary is owned by Northlake Investments Limited. Winton Property Limited and Northlake Investments Limited are effectively under the same management and ultimate ownership. The application site, located further to the east, is owned by Winton Property Limited.

easements may be required to facilitate access and whether these are to be provided as a requirement of the condition. We note that the alternative condition and granting of easement as developed by the Appellant would appear to achieve the desired outcome.

4. Decision Sought

4.1 Te Rūnanga thanks the Chair for the opportunity to comment on the above application. As per the above and attached the decision sought is to include the requested conditions of consent and to consider further the wording of the proposed condition regarding Sticky Forest.

Nuku noa nā,

Trudy Heath
General Manager, Te Ao Tūroa

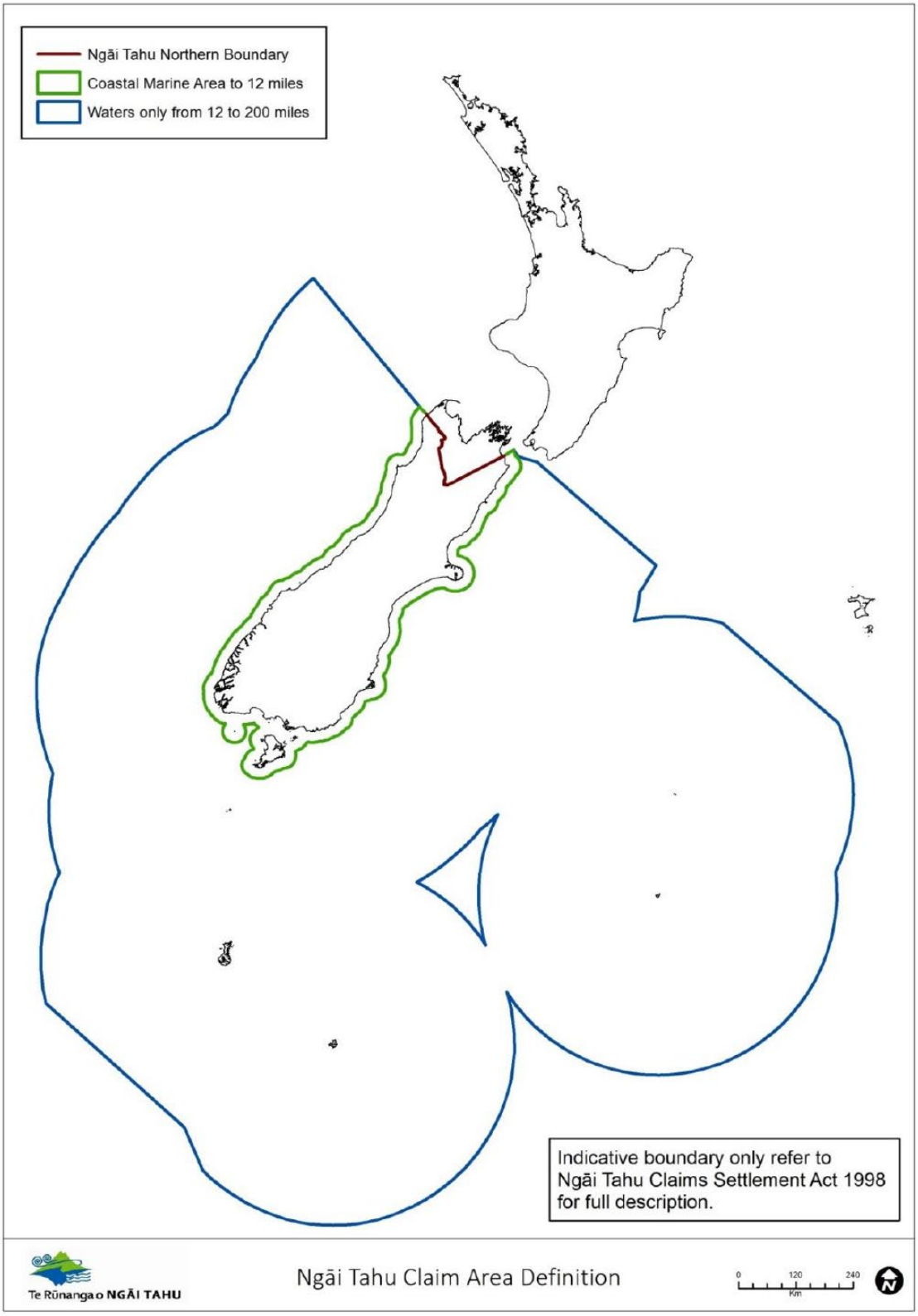
Address for Service:
Tanya Stevens
Senior Environmental Advisor
Te Rūnanga o Ngāi Tahu
Email: Tanya.Stevens@ngaitahu.iwi.nz
Ph 021 708 510

Cc: Stevie-Rae Blair, Te Ao Marama Inc.
Tania Richardson, Aukaha
Jacqui Caine, Te Rūnanga o Ngāi Tahu

Appendices:
Appendix One – Map of takiwā of Ngāi Tahu
Appendix Two – Crown Apology to Ngāi Tahu
Appendix Three - Statutory Acknowledgements text
Appendix Four – Aukaha letter dated 15 December 2020

APPENDIX FIVE: Ngāi Tahu Takiwā

Ngāi Tahu Takiwā



APPENDIX SIX: Crown Apology

Crown Apology

The following is text of the Crown apology contained in the Ngāi Tahu Claims Settlement Act 1998.

Part One – Apology by the Crown to Ngāi Tahu

Section 5: Text in Māori

The text of the apology in Māori is as follows:

1. Kei te mōhio te Karauna i te tino roa o ngā tūpuna o Ngāi Tahu e totohe ana kia utu mai rātou e te Karauna—tata atu ki 150 ngā tau i puta ai tēnei pēpeha a Ngāi Tahu arā: "He mahi kai tākata, he mahi kai hoaka". Nā te whai mahara o ngā tūpuna o Ngāi Tahu ki ngā āhuatanga o ngā kawenga a te Karauna i kawea ai e Matiaha Tiramōrehu tana petihana ki a Kuini Wikitoria i te tau 1857. I tuhia e Tiramōrehu tana petihana arā: 'Koia nei te whakahau a tōu aroha i whiua e koe ki runga i ēnei kāwana... tērā kia whakakotahitia te ture, kia whakakotahitia ngā whakahau, kia ōrite ngā āhuatanga mō te kiri mā kia rite ki tō te kiri waitutu, me te whakatakoto i te aroha o tōu ngākau pai ki runga i te iwi Māori kia noho ngākau pai tonu ai rātou me te mau mahara tonu ki te mana o tōu ingoa.' Nā konei te Karauna i whakaae ai tērā, te taumaha o ngā mahi a ngā tūpuna o Ngāi Tahu, nā rēira i tū whakaiti atu ai i nāianei i mua i ā rātou mokopuna.

2. E whakaae ana te Karauna ki tōna tino hēanga, tērā i takakino tāruaruatia e ia ngā kaupapa o te Tiriti o Waitangi i roto i āna hokonga mai i ngā whenua o Ngāi Tahu. Tēnā, ka whakaae anō te Karauna tērā i roto i ngā āhuatanga i takoto ki roto i ngā pukapuka ā-herenga whakaatu i aua hokonga mai, kāore te Karauna i whai whakaaro ki tāna hoa nā rāua rā i haina te Tiriti, kāore hoki ia I whai whakaaro ki te wehe ake i ētahi whenua hei whai oranga tinana, whai oranga ngākau rānei mō Ngāi Tahu.

3. E whakaae ana te Karauna tērā, i roto i tāna takakino i te wāhanga tuarua o te Tiriti, kāore ia i whai whakaaro ki te manaaki, ki te tiaki rānei i ngā mauanga whenua a Ngāi Tahu me ngā tino taonga i hiahia a Ngāi Tahu ki te pupuri.

4. E mōhio ana te Karauna tērā, kāore ia i whai whakaaro ki a Ngāi Tahu i runga I te ngākau pono o roto i ngā tikanga i pūtake mai i te mana o te Karauna. Nā tāua whakaaro kore a te Karauna i puaki mai ai tēnei pēpeha a Ngāi Tahu: "Te Hapa o Niu Tīreni". E mōhio ana te Karauna i tāna hē ki te kaipono i ngā āhuatanga whai oranga mō Ngāi Tahu i noho pōhara noa ai te iwi ia whakatupuranga heke iho. Te whakatauākī i pūtake mai i aua āhuatanga: "Te mate o te iwi".

5. E whakaae ana te Karauna tērā, mai rāno te piri pono o Ngāi Tahu ki te Karauna me te kawa pono a te iwi i ā rātou kawenga i raro i te Tiriti o Waitangi, pērā anō tō rātou piri atu ki raro i te Hoko Whitu a Tū i ngā wā o ngā pakanga nunui o te ao. E tino mihi ana te Karauna ki a Ngāi Tahu mō tōna ngākau pono mō te koha hoki a te iwi o Ngāi Tahu ki te katoa o Aotearoa.

6. E whakapuaki atu ana te Karauna ki te iwi whānui o Ngāi Tahu i te hōhonu o te āwhitu a te Karauna mō ngā mamaetanga, mō ngā whakawhiringa i pūtake mai nō roto i ngā takakino a te Karauna i takaongetia ai a Ngāi Tahu Whānui. Ewhakaae ana te Karauna tērā, aua mamaetanga me ngā whakawhiringa hoki I hua mai nō roto i ngā takakino a te Karauna, arā, kāore te Karauna i whai i ngā tohutohu a ngā pukapuka ā-herenga i tōna hokonga mai i ngā whenua o Ngāi Tahu, kāore hoki te Karauna i wehe ake kia rawaka he whenua mō te iwi, hei whakahaere mā rātou i ngā āhuatanga e whai oranga ai rātou, kāore hoki te Karauna i hanga i tētahi tikanga e maru motuhake ai te mana o Ngāi Tahu ki runga i ā rātou pounamu me ērā atu tāonga i hiahia te iwi ki te pupuri. Kore rawa te Karauna i aro ake ki ngā aurere a Ngāi Tahu.

7. E whakapāha ana te Karauna ki a Ngāi Tahu mō tōna hēanga, tērā, kāore ia I whai whakaaro mō te rangatiratanga o Ngāi Tahu, ki te mana rānei o Ngāi Tahu ki runga i ōna whenua ā-rohe o Te Wai Pounamu, nā rēira, i runga i ngā whakaritenga me ngā herenga a Te Tiriti o Waitangi, ka whakaae te Karauna ko Ngāi Tahu Whānui anō te tāngata whenua hei pupuri i te rangatiratanga o roto I ōna takiwā.

8. E ai mō ngā iwi katoa o Aotearoa e hiahia ana te Karauna ki te whakamārie I ngā hara kua whākina ake nei—otirā, ērā e taea i nāianei - i te mea kua āta tau ngā kōrero tūturu ki roto i te pukapuka ā-herenga whakaritenga i hainatia i te 21 o ngā rā o Whitu hei tīmatanga whai oranga i roto i te ao hōu o te mahinga tahi a te Karauna rāua ko Ngāi Tahu.

Section 6: Text in English

The text of the apology in English is as follows:

1. The Crown recognises the protracted labours of the Ngāi Tahu ancestors in pursuit of their claims for redress and compensation against the Crown for nearly 150 years, as alluded to in the Ngāi Tahu proverb ‘He mahi kai takata, he mahi kai hoaka’ (‘It is work that consumes people, as greenstone consumes sandstone’). The Ngāi Tahu understanding of the Crown's responsibilities conveyed to Queen Victoria by Matiaha Tiramorehu in a petition in 1857, guided the Ngāi Tahu ancestors. Tiramorehu wrote:

   > *“‘This was the command thy love laid upon these Governors … that the law be made one, that the commandments be made one, that the nation be made one, that the white skin be made just equal with the dark skin, and to lay down the love of thy graciousness to the Māori that they dwell happily … and remember the power of thy name.”*

2. The Crown hereby acknowledges the work of the Ngāi Tahu ancestors and makes this apology to them and to their descendants.

3. The Crown acknowledges that it acted unconscionably and in repeated breach of the principles of the Treaty of Waitangi in its dealings with Ngāi Tahu in the purchases of Ngāi Tahu land. The Crown further acknowledges that in relation to the deeds of purchase it has failed in most material respects to honour its obligations to Ngāi Tahu as its Treaty partner, while it also failed to set aside adequate lands for Ngāi Tahu's use, and to provide adequate economic and social resources for Ngāi Tahu.

4. The Crown acknowledges that, in breach of Article Two of the Treaty, it failed to preserve and protect Ngāi Tahu's use and ownership of such of their land and valued possessions as they wished to retain.

5. The Crown recognises that it has failed to act towards Ngāi Tahu reasonably and with the utmost good faith in a manner consistent with the honour of the Crown. That failure is referred to in the Ngāi Tahu saying 'Te Hapa o Niu Tireni!' ('The unfulfilled promise of New Zealand'). The Crown further recognises that its failure always to act in good faith deprived Ngāi Tahu of the opportunity to develop and kept the tribe for several generations in a state of poverty, a state referred to in the proverb 'Te mate o te iwi' ('The malaise of the tribe').

6. The Crown recognises that Ngāi Tahu has been consistently loyal to the Crown, and that the tribe has honoured its obligations and responsibilities under the Treaty of Waitangi and duties as citizens of the nation, especially, but not exclusively, in their active service in all of the major conflicts up to the present time to which New Zealand has sent troops. The Crown pays tribute to Ngāi Tahu's loyalty and to the contribution made by the tribe to the nation.

7. The Crown expresses its profound regret and apologises unreservedly to all members of Ngāi Tahu Whānui for the suffering and hardship caused to Ngāi Tahu, and for the harmful effects which resulted to the welfare, economy and development of Ngāi Tahu as a tribe. The Crown acknowledges that such suffering, hardship and harmful effects resulted from its failures to honour its obligations to Ngāi Tahu under the deeds of purchase whereby it acquired Ngāi Tahu lands, to set aside adequate lands for the tribe's use, to allow reasonable access to traditional sources of food, to protect Ngāi Tahu's rights to pounamu and such other valued possessions as the tribe wished to retain, or to remedy effectually Ngāi Tahu's grievances.

8. The Crown apologises to Ngāi Tahu 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, the Crown recognises Ngāi Tahu as the tāngata whenua of, and as holding rangatiratanga within, the Takiwā of Ngāi Tahu Whānui.

9. 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 historical grievances finally settled as to matters set out in the Deed of Settlement signed on 21 November 1997, to begin the process of healing and to enter a new age of co-operation with Ngāi Tahu."