

IN THE MATTER of Resource Management
Act 1991

AND

IN THE MATTER of the application by
Transpower NZ with
regard to its application
for Notices of
Requirement for
designations and
applications for resource
consents for its proposed
transmission line from
Whakamaru to Otahuhu
and Pakuranga.

STATEMENT OF EVIDENCE OF JULIAN WILLIAMS

INTRODUCTION

1. My name is Julian Williams. I affiliate to Ngati Makirangi hapu, Waiti and Te Hoe Marae whom fall under the auspices of Waikato-Tainui. I have a Bachelor Degree in Social Sciences majoring in both Resource Environment Planning and Geography. I have over 8 years experience in Tribal Resource Management and Environmental issues. I hold the position of Environmental Officer for the Waikato Raupatu Trustee Company Ltd, which is the Iwi authority of Waikato-Tainui.
2. The Waikato Raupatu Trustee Company Limited (WRTCL) succeeded the Tainui Maori Trust Board in 1999 and is the trustee of the Waikato Raupatu Lands Trust (WRLT). The WRTCL is the legal and constitutional Iwi Authority for Waikato-Tainui. The sole shareholder of the WRTCL is Te Kauhanganui o Waikato Inc; the representative governing body of Waikato-Tainui which has a tribal base of over 50,000 tribal members.

3. I will give evidence on behalf of Waikato-Tainui that will address our position in regards to the application by Transpower NZ (“the applicant”) for Notices of Requirement for designations.
4. The format of my evidence will be as follows;
 - Tribal Interest in the Transpower proposal
 - Consultation process
 - The Waikato River Claim
 - Issues with the Transpower Proposal
 - Waikato-Tainui’s position in regards to the application
 - Conclusion
 - Recommendations and conditions

TRIBAL INTEREST IN THE TRANSPOWER PROPOSAL

5. The tribal interests of Waikato-Tainui extend from Makaurau Marae in the Manukau Harbour to as far south to include Pohara and Aotearoa Marae. Therefore it is evident that the majority of the project traverses through our tribal area.
6. The Marae that may have a direct interest in this project are Mangatangi, Te Hoe, Taniwha, Tauhei, Pohara and Matahuru Papakainga. These marae are directly affected as the proposed corridor will affect their marae, marae lands and cultural activities. However there are Marae that also have an interest as the proposal cuts through their traditional lands and mountain ranges. These include Okarea, Waikare, Waiti, Hoe-o-Tainui, Kai-a-te-mata, Rukumoana and Maungatautari. All of these Marae are registered on our tribal Authoritive body, Te Kauhanganui.

CONSULTATION PROCESS

7. Transpower representatives including Mr Buddy Mikaere and Mr Tahī Ngakete have been thorough in their discussions with Waikato-Tainui.

We have met on numerous occasions to discuss our concerns and develop an approach to involve affected Marae. Our understanding is that they have met with all Marae as required.

THE WAIKATO RIVER CLAIM

8. Waikato-Tainui rights and interests in the Waikato River were confirmed by the Treaty of Waitangi. Confiscation (Raupatu) of Waikato-Tainui lands in the 1860s had given rise to claims by Waikato-Tainui before the Waitangi Tribunal.
9. The Waikato-Tainui claim to the Waikato River was filed as part of the overall Tainui claim before the Waitangi Tribunal on 16 March 1987. The claim to the Waikato River was excluded from the 1995 settlement and therefore remains outstanding.
10. Waikato River is of significant cultural and historical importance to Waikato-Tainui. The relationship of Waikato-Tainui with the Waikato River has extended over many generations, since the time of first inland explorations of our ancestors who brought the Tainui canoe to Aotearoa in the fourteenth century.
11. It is a unique relationship, in that the Waikato River is regarded as *te tuupuna awa*, the ancestral river of the people. The river represents the mana and the mauri of the people, and is central to our tribal identity, and our spiritual and physical well-being. Its power is both protective and healing.
12. At present Waikato-Tainui is currently progressing our outstanding claims and have recently signed with the Crown “The Agreement in Principle for the Settlement of the Historical Claims of Waikato-Tainui in relation to the Waikato River”. Our co-negotiators to continue progress on this settlement are Tukoroirangi Morgan and Lady Raiha

Mahuta on behalf of the Waikato Raupatu Trustee Company Limited, Nga Marae Toopu and its beneficiaries.

13. The proposed resource consents will provide for three river crossings over the Waikato River and therefore have an impact on the River Claim, pursuant to section 8 of the Waikato Raupatu Claims Settlement Act 1995 and clause 24 of the Deed of Settlement between Her Majesty the Queen in right of New Zealand and Waikato-Tainui 1995.
14. The definition of the river pursuant to clause 24 means: “the Waikato River from Huka falls to the mouth and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation and floodplains as well as its metaphysical being”. Under this definition the river covers the whole catchment.
15. Through the Settlement of the Waikato River Claim, Waikato-Tainui and all River Iwi aim to develop a Vision and Strategy for the entire length of the River to encompass the above definition. As that Vision and Strategy has yet to be developed, to protect the integrity of the claim, Waikato-Tainui seek a Treaty of Waitangi review clause within this consent. Therefore we request the insertion of the following clause in the Notice of requirements.

“Within 12 months of the Crown settling any claim made under the provisions of the Treaty of Waitangi Act (1975) WRC may, following service of notice on the consent holder, commence a review of the conditions of this consent pursuant to section 128(1)(a) of the RMA, for the purpose of ensuring that this consent is in alignment with the provisions of any such settled claim.”

16. If the Board of Inquiry are unable to ensure the insertion of this clause, Waikato-Tainui then ask the Board of Inquiry to ensure something to this affect is provided through and beyond this process.

17. As the Agreement in Principle currently stands, this proposal could have an impact on Clause 73 which states the following:

“The deed of settlement and settlement legislation will include a provision that there shall be no disposition or creation of a property right or interest in the Waikato River (including the grant of an estate in fee simple, lease, license or easement) which, in the view of the Crown, is capable of disposition or creation:

- a. without prior engagement between Waikato-Tainui and the Crown in accordance with the requirements of co-management, including negotiation of related matters such as entitlement to any economic benefit which may arise;*
- b. that is inconsistent with the Vision for the Waikato River.”*

18. Waikato-Tainui believe that the corridor will provide rights to Transpower which will then limit the potential use and existing rights of our people. The review clause would provide great assurance to Waikato-Tainui that this will not occur if a review of the Notice for Requirement occurs within 12 months of settling the claim.

POTENTIAL ISSUES WITH THE TRANSPOWER PROPOSAL

19. With the construction of any power lines in Waikato, the following matters must be adhered to, they are;

a) Urupa (cemetery)

Each marae that is affected by the proposal has an urupä. Transpower must avoid the urupa and its immediate surroundings at all costs.

These are the resting places of our tipuna (deceased ancestors), family and friends who played significant roles in the development of our haapu and marae. There is no way to mitigate the effects of soil disturbance, powerline construction and continual “humming” during tangi services, possible grave subsidence caused from earthworks and vibration.

b) Marae zones

Marae zones are noted in the Waikato District Plan. The purpose of this zone is to be flexible and encourage the development of the marae through papakainga housing or whatever the marae deems as the best way forward to benefit it's people. Therefore, surrounding land could potentially affect the development of marae if the surrounding land has a powerline on it. Transpower must avoid marae zones if possible, unless marae have agreed to its location.

c) Discovery of Koiwi and artifacts

With the increasing amount of development within the Waikato district, it is becoming more common to discover koiwi and historical artefacts. Therefore we would request that Transpower adopt the WRTCL policy on Koiwi discovery as developed by the tribe and ratified by our Kaumatua.

Unfortunately we cannot specifically identify the areas where Koiwi may be found as this entire land was occupied at one time or another by our people. Therefore, our next best option is to ensure the safety of each discovery and that the local people involved in that unearthing. Some of this information can be gathered from the NZ Archaeological Association Site file keeper at the Department of Conservation based in Hamilton Area Office. Information should be gathered to ensure these sites are not disturbed and/or the appropriate ceremony is

performed by local marae Kaumatua to ensure its protection and safety.

d) Areas of cultural significance

Areas of significance to Waikato-Tainui are areas which have a physical/spiritual purpose for our tribe such as the healing powers of the Waikato River and its tributaries, underground aquifers, mountains and land that hold the bones of our ancestors, areas of historical significance such as the battles in Maramarua, Rangiriri, the placing of a Tainui Waka paddle at Te Hoe-o-Tainui, the historical significance of Maungatautari to our whanau in Raukawa and many more issues that are specific to marae.

The issue here is that there are many areas of significance not only to the tribe as a whole, but also to the many marae whom make up our waka. It may take time, but WRTCL ask that the Board of Enquiry provide a condition to provide the resources, opportunity and respect of information to ensure to our marae to identify and for Transpower to avoid these areas of significance.

WAIKATO-TAINUI POSITION IN REGARDS TO APPLICATION

20. Due to Waikato-Tainui's outstanding concerns and the effects that they have on the Waikato River and its outstanding claim to the river, Waikato-Tainui fundamentally opposes the resource consents sought by the applicant.

21. Waikato-Tainui continually recognise the importance of the applicant's operations to the nation in particular during times of an energy crisis; while at the same time Waikato-Tainui also sees the importance of restoring and protecting the environment and river as paramount.

22. Waikato-Tainui will continue to work in good faith with the applicant to address its outstanding cultural and environmental concerns, along with its shareholder the Crown to address Waikato-Tainui's outstanding Waikato River claim issues.

CONCLUSION

23. The Environment Unit will continue to be involved to assure our tribal beneficiaries that we are trying to protect the historical, spiritual, economic and cultural interests of our tribe. Also to ensure that all affected Marae and haapu have the opportunity to participate in a fair process of consultation, mitigation and if need be, compensation for the effects this proposal may have on their ability to fulfill their obligations as a marae for affiliating members.

24. The WRTCL asks the Board of Inquiry to act on the recommendations as outlined below in this submission and other concerns as raised by Marae and Haapu. Please do not hesitate to contact WRTCL to personally discuss these matters of importance.

RECOMMENDATIONS

25. Waikato-Tainui recommends that the following river claim condition to be inserted into the resource consents;

“Within 12 months of the Crown settling any claim made under the provisions of the Treaty of Waitangi Act (1975) WRC may, following service of notice on the consent holder, commence a review of the conditions of this consent pursuant to section 128(1)(a) of the RMA, for the purpose of ensuring that this consent is in alignment with the provisions of any such settled claim.”

26. Condition:

Transpower contacts WRTCL in the first instance upon any discovery of an artifact/koiwi/significant site must and cease work in the immediate vicinity of that artifact/koiwi/significant site until the appropriate cultural procedure has been undertaken based on direction by Waikato-Tainui.

27. Condition:

Transpower develop no closer than existing power line proximity to all Marae. Waikato-Tainui would prefer that the power lines are moved further away from all marae, but this condition should be at least the minimum.

28. Condition

Transpower provide resources to Marae to identify Sites of Significance and to protect them as desired by the Marae.

29. Decision:

The Board of Enquiry supports the conditions provided by Waikato-Tainui and conditions developed and provided in submissions by all Marae.

Julian Williams