

Report prepared in accordance with Section 17 Covid-19 (Fast-track Consenting) Act 2020

Application 2022-115 Tōtara Landing Project

To:	Required action:
Hon David Parker, Minister for the Environment	Consider this report prior to making a decision under section 24 of the FTCA
Willow-Jean Prime, Minister of Conservation	
Date submitted: 9 May 2023	

Ministry for the Environment contacts

Position	Name	Cell Phone	1 st Contact
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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 both consider this report before you jointly make any decision under section 24 of the FTCA regarding the application request to refer the Totara Landing Project (project) to an expert consenting panel (panel).

Proposed project

3. The applicant (Neil Construction Limited) proposes to develop an approximately 14.6 hectare site into a residential development comprising several properties located at 101 and 105-107 Totara Road, and 9 McKean Road, Whenuapai, Auckland region.
4. The project will involve the construction of approximately 244 residential lots, public roads and reserves intended to be vested with Auckland Council and supporting infrastructure including accessways and three-waters services.
5. Part of the project, discharge of stormwater, will occur in the coastal marine area (CMA).
6. A location map is in Attachment 1.

Essential information

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

FTCA Section	Information required	Detail	
17(3)(a)	Relevant iwi authorities	10	Refer Iwi authorities section below. <i>Contact details are in Attachment 2</i>
17(3)(b)	Treaty settlements that relate to the project area	6	
17(3)(a)	Relevant Treaty settlement entities	8	
17(3)(c)	Relevant principles and provisions of the Treaty settlements	Details in blue-shaded section below	
17(3)(d)	Groups with a negotiation mandate recognised by the Crown which are yet to commence Treaty settlement negotiations	Ngāti Te Ata (Ngāti Te Ata Claims Support Whānau Trust) Ngāti Koheriki (Ngāti Koheriki Claims Committee)	
17(3)(d)	Current Treaty settlement negotiations	Hako (Ngāti Hako Treaty Settlement Negotiators) Ngāti Maru (Hauraki) (Ngāti Maru Treaty Settlement Negotiators) Ngāti Tamaterā (Ngāti Tamaterā Negotiators) Ngāti Whatua (Te Rūnanga o Ngāti Whātua) Marutūāhu Iwi Collective	
17(3)(e)	Court orders recognising customary marine title or protected customary rights under the Marine and Coastal Area (Takutai Moana) Act 2011 or another Act	—	

Supporting information

Project details

8. The project site covers approximately 14.6 hectares of characteristically semi-rural land. The site has frontages to and will gain access from McKean Road to the south and from Totara Road to the east.
9. The project will involve activities such as carrying out earthworks (including disturbance of contaminated soils), subdivision, diverting overland flow paths, discharging stormwater to the coastal marine area¹ (CMA) and near natural inland wetland, reclamation of a modified natural stream, construction of walkways and three waters services, and landscaping and wetland restoration.
10. The project layout is in Attachment 3.

Statutory matters relating to this report

11. Parts of the proposed project will occur in the coastal marine area (CMA), meaning: in accordance with section 16(1) of the FTCA, decisions relating to referral of the project to a panel must be made jointly by the Minister for the Environment and the Minister of Conservation.
12. Section 17(1) of the FTCA requires you both to consider this report before making a joint decision under section 24 of the Act to refer the project to a panel, in order to satisfy your joint obligations under section 6 (Treaty of Waitangi) of the FTCA.
13. Section 17(3)(e) of the FTCA requires this report to identify any court orders granted under the Marine and Coastal Area (Takutai Moana) Act 2011 (MACAA) or another Act which recognise, in relation to the project area, customary marine title or protected customary rights. We note there are no such court orders relevant to the project area to consider in your joint referral decision.

Iwi authorities

Methodology and information sources

14. This report must identify the relevant iwi authorities for the project, in accordance with section 17(3)(a) of the FTCA. Under section 7(1) of the FTCA, a relevant iwi authority for a referred project means an iwi authority whose area of interest includes the area in which a project will occur.
15. 'Area of interest' can mean different things depending on context and perspective and can be indicative (such as an area identified at the outset of Treaty settlement negotiations), formally agreed (such as in a deed of settlement or memorandum of understanding) or self-nominated. An area of interest can be difficult to define precisely on a map, particularly where a boundary that has been depicted on a small-scale map is scaled up and used precisely in relation to an individual site or property.
16. For the purpose of this report, we have considered information from the following sources as a starting point for identifying iwi areas of interest:
 - a. Te Arawhiti Internal Crown Asset Tracking Tool (i-Cat), an online database that records areas of interest associated with Treaty settlements and Treaty settlement negotiations
 - b. area of interest maps in signed Treaty settlement deeds or other Treaty settlement negotiation documents (including deeds of mandate)
 - c. Auckland Council's online interactive map depicting tribal regions and iwi in the Auckland Region¹
 - d. the Iwi Areas of Interest viewer, an online application managed by the Ministry of Māori Development – Te Puni Kōkiri (TPK)
 - e. Te Kāhui Māngai (TKM), an online directory of iwi and Māori organisations maintained by TPK, which includes information on rohe (tribal areas) provided by those organisations.
17. Generally, the areas of interest shown on these databases for an iwi or group do not always completely align, and sometimes the differences can be significant. We carefully consider the reasons for such discrepancies, including the reliability or accuracy of the information shown and the local context and decision-making

¹ Accessed via the webpage for the Auckland Plan 2025 (the long-term spatial plan for Tāmaki Makaurau): <https://www.aucklandcouncil.govt.nz/plans-projects-policies-reports-bylaws/our-plans-strategies/auckland-plan/about-the-auckland-plan/Pages/iwi-tamaki-makaurau.aspx>

environment, before deciding which areas of interest we consider apply to a project under FTCA process.

18. The FTCA does not specifically define iwi authority but pursuant to section 7(2) of the FTCA, 'iwi authority' has the same meaning as in the Resource Management Act 1991 (RMA): the authority which represents an iwi and which is recognised by that iwi as having authority to do so.
19. To identify iwi authorities associated with the identified areas of interest, we considered information from:
 - a. the sources noted above including the TKM online directory
 - b. Auckland Council's online tool: [Find mana whenua contacts](#) for a particular address
 - c. Auckland Council² as the sole relevant local authority.

Iwi authorities relevant to project

20. We consider the project site lies within the areas of interest of Ngāti Whātua Ōrakei, Ngāti Whātua o Kaipara, Te Kawerau ā Maki, Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Te Ākitai Waiohua, Ngāti Maru (Hauraki), Ngāti Tamaterā, Ngāti Te Ata and Ngāti Whātua.
21. Not all of these iwi or groups are represented by an iwi authority and some are represented by more than one iwi authority.
22. We have identified, via the TPK viewer, the TKM website and Auckland Council's databases, the relevant iwi authorities for the project area, as:
 - a. Ngāti Whātua Ōrakei Trust Board, representing Ngāti Whātua Ōrakei iwi
 - b. Ngā Maunga Whakahii o Kaipara Development Trust, representing Ngāti Whātua o Kaipara iwi
 - c. Te Kawerau Iwi Settlement Trust, representing Te Kawerau ā Maki iwi
 - d. Ngāi Tai ki Tāmaki Trust, representing Ngāi Tai ki Tāmaki iwi
 - e. Ngāti Tamaoho Trust, representing Ngāti Tamaoho iwi
 - f. Te Ākitai Waiohua Iwi Authority, representing Te Ākitai Waiohua iwi
 - g. Ngāti Maru Rūnanga Trust, representing Ngāti Maru (Hauraki) iwi
 - h. Ngāti Tamaterā Treaty Settlement Trust, representing Ngāti Tamaterā iwi
 - i. Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohua, representing Ngāti Te Ata iwi
 - j. Te Rūnanga o Ngāti Whātua, representing Ngāti Whātua iwi
23. We note in their invited comments, Auckland Council identified seven of the same relevant iwi authorities. We have addressed Ngāti Manuhiri and Ngāti Pāoa below.

Other iwi authorities, treaty settlement entities and parties which may have an interest in the project

24. We note Auckland Council's invited comments and databases indicate the project site lies in the interest area for Ngāti Pāoa, Ngāti Manuhiri, Ngāti Hako, Ngaati Whanaunga, Tamaki Collective and Marutūāhu Iwi Collective however this is not supported by any other available information. We recommend including the relevant representative bodies for each as 'other' parties which may have an interest.
25. We note the project site lies in the Ngāti Koheriki area of interest and the iwi is not currently represented by an iwi authority or a Treaty settlement entity recognised under

² Auckland Council is a Unitary local authority with regional and local government responsibilities.

the FTCA – meaning it is not covered by notification requirements prescribed by the FTCA. We recommend including Ngāti Koheriki Claims Committee as an ‘other’ party which may have an interest.

Treaty settlements and Treaty settlement entities

26. This report must identify the Treaty settlements that relate to the project area and relevant Treaty settlement entities, in accordance with sections 17(3)(b) and 17(3)(a) respectively. We use information relevant to the project area from the iCat online database and [NZ Government Treaty settlements website](#), together with advice from the Office for Māori Crown Relations – Te Arawhiti.
27. Under the FTCA, a Treaty settlement includes both a Treaty settlement Act and a Treaty settlement deed which is signed by both the Crown and the representative Māori group.
28. The project site falls within the area of interest covered by Treaty settlements with the following iwi:
 - a. Ngāti Whātua Ōrakei – settlement act
 - b. Ngāti Whātua o Kaipara – settlement act
 - c. Te Kawerau ā Maki – settlement act
 - d. Ngāti Tamaoho – settlement act
 - e. Ngāi Tai ki Tāmaki – settlement act
 - f. Te Ākitai Waiohūa – deed of settlement
29. [Ngāti Whātua Ōrakei Claims Settlement Act 2012](#) gives effect to certain provisions of the deed of settlement signed by Ngāti Whātua o Ōrakei, Ngāti Whātua Ōrakei Trustee Limited and the Crown on 5 November 2011. [Ngāti Whātua o Ōrakei deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.
30. [Ngāti Whātua o Kaipara Claims Settlement Act 2013](#) gives effect to certain provisions of the deed of settlement signed by Ngāti Whātua o Kaipara and the Crown on 9 September 2011. [Ngāti Whātua o Kaipara deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.
31. [Te Kawerau ā Maki Claims Settlement Act 2015](#) gives effect to certain provisions of the deed of settlement signed on 22 February 2014 and amendment deeds signed in August 2015 and October 2019. [Te Kawerau ā Maki deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.
32. [Ngāti Tamaoho Claims Settlement Act 2018](#) gives effect to certain provisions of the deed signed by Ngāti Tamaoho and the Crown on 30 April 2017. [Ngāti Tamaoho deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.
33. [Ngāi Tai ki Tāmaki Claims Settlement Act 2018](#) gives effect to certain provisions of the deed of settlement signed by Ngāi Tai ki Tāmaki, Ngāi Tai ki Tāmaki Trust and the Crown on 7 November 2015, and amendments signed in 2016, 2017 and 2018. [Ngāi Tai ki Tāmaki deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.
34. Te Ākitai Waiohūa, Te Ākitai Waiohūa Iwi Settlement Trust and the Crown signed a deed of settlement on 12 November 2021. Legislation has yet to be enacted. [Te Ākitai Waiohūa deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.

Relevant Treaty settlement entities

Post-settlement governance entities

35. Under the FTCA, a Treaty settlement entity includes a post-settlement governance entity, defined as a body corporate or trustees of a trust established by a claimant group for receiving redress, or for participating in arrangements established under a Treaty settlement Act.
36. We have identified the following post-settlement governance entities associated with the Treaty settlements:
 - a. Ngāti Whātua Ōrākei Trustee Limited (in its capacity as trustee of the Ngāti Whātua Ōrākei Trust Board) under the [Ngāti Whātua Ōrākei Claims Settlement Act 2012](#)
 - b. Ngā Maunga Whakahii o Kaipara Development Trust under the [Ngāti Whātua o Kaipara Claims Settlement Act 2013](#)
 - c. Te Kawerau Iwi Settlement Trust under the [Te Kawerau ā Maki Claims Settlement Act 2015](#)
 - d. Ngāti Tamaoho Settlement Trust under the [Ngāti Tamaoho Claims Settlement Act 2018](#)
 - e. Ngāi Tai ki Tāmaki Trust under the [Ngāi Tai ki Tāmaki Claims Settlement Act 2018](#)
37. A post-settlement governance entity may exist ahead of finalisation of a deed of settlement and/or enactment of Treaty settlement legislation.
38. We have identified the following post-settlement governance entities in this category are also relevant:
 - a. Te Ākitai Waiohū Settlement Trust was ratified as the post-settlement governance entity for the Te Ākitai Waiohū Treaty settlement in June 2014. Te Ākitai Waiohū and the Crown signed a deed of settlement on 12 November 2021
 - b. Ngāti Maru Rūnanga Trust was ratified as the post-settlement governance entity for the Ngāti Maru (Hauraki) Treaty settlement in August 2012. Ngāti Maru (Hauraki) and the Crown initialled a deed of settlement on 8 September 2017
 - c. Ngāti Tamaterā Treaty Settlement Trust was ratified as the post-settlement governance entity for the Ngāti Tamaterā Treaty settlement in August 2012. Ngāti Tamaterā and the Crown initialled a deed of settlement on 20 September 2017.

Other bodies recognised or established under a Treaty settlement Act

39. A Treaty settlement entity is also defined for the purposes of the FTCA as including a board, trust, committee, authority, or other body, recognised in or established under a Treaty settlement Act.
40. No such entity established by the Claims Settlement Act noted above is relevant to the proposed project.

Relevant principles and provisions of the Treaty settlements for:

[Ngāti Whātua Ōrākei](#), [Ngāti Whātua o Kaipara](#), [Te Kawerau ā Maki](#), [Ngāi Tai ki Tāmaki](#), [Ngāti Tamaoho](#) and [Te Ākitai Waiohū](#)

Crown acknowledgements and apologies

41. As part of all of the identified Treaty settlements, the Crown offers acknowledgements and an apology as part of Treaty settlement redress to atone for historical wrongs, restore honour, and begin the process of healing.

Relevant principles and provisions of the Ngāti Whātua Ōrākei Treaty settlement

42. As part of the apology offered by the Crown to Ngāti Whātua Ōrākei, to their ancestors, and to their descendants in the Ngāti Whātua Ōrākei Claims Settlement Act 2012, the Crown recognises that from 1840, Ngāti Whātua Ōrākei sought a close and positive relationship with the Crown and, through land transactions and other means, provided lands for European settlement.
43. The Crown profoundly regrets and is deeply sorry for its actions which left Ngāti Whātua Ōrākei virtually landless by 1855, which had devastating consequences for the social, economic and spiritual well-being of Ngāti Whātua Ōrākei that continue to be felt today.
44. The Crown unreservedly apologises for not having honoured its obligations to Ngāti Whātua Ōrākei under the [Treaty of Waitangi](#). By this settlement, the Crown seeks to atone for its wrongs, so far as that is now possible, and begin the process of healing. The Crown looks forward to repairing its relationship with Ngāti Whātua Ōrākei based on mutual trust, co-operation and respect for the Treaty of Waitangi and its principles.

Relevant principles and provisions of the Ngāti Whatua o Kaipara Treaty settlement

45. The Crown recognises that, from the signing of the [Treaty of Waitangi](#), Ngāti Whatua o Kaipara committed themselves to a close and positive relationship with the Crown and, through sales and other means, provided lands for European settlement.
46. The Crown deeply regrets that the benefits Ngāti Whatua o Kaipara were led to expect from the relationship, including benefits from the sale of land, were slow to arrive or were not always realised.
47. The Crown profoundly regrets and unreservedly apologises for its actions, which have resulted in the virtual landlessness of Ngāti Whatua o Kaipara. This state of landlessness has had devastating consequences for the social, cultural, economic, spiritual and physical well-being of Ngāti Whatua o Kaipara that continue to be felt today.
48. With this apology and settlement the Crown intends to improve and strengthen its historically close relationship with Ngāti Whatua o Kaipara based on the Treaty of Waitangi and its principles so as to create a solid foundation for the future.

Relevant principles and provisions of the Te Kawerau ā Maki Treaty settlement

49. The Crown recognises the grievances of Te Kawerau ā Maki are long-held and acutely felt. For too long the Crown has failed to appropriately respond to claims for redress and justice. The Crown apology is to Te Kawerau ā Maki, their ancestors and descendants.
50. The Crown profoundly regrets its breaches of the [Treaty of Waitangi](#) and its principles, which alienated much Te Kawerau ā Maki land by 1856. The Crown is deeply sorry for its failure to protect land reserved for Te Kawerau ā Maki. The loss of the land and other traditional lands has had devastating consequences for the spiritual, cultural, social, economic, and physical well-being of Te Kawerau ā Maki, that continue to be felt today.
51. The Crown unreservedly apologises for not having honoured its obligations to Te Kawerau ā Maki under the Treaty of Waitangi. Through this apology and this settlement the Crown seeks to atone for its wrongs and lift the burden of grievance so that the process of healing can begin. By the same means the Crown hopes to form a new

relationship with the people of Te Kawerau ā Maki based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

Relevant principles and provisions of the Ngāi Tai ki Tāmaki Treaty settlement

52. The Crown apologises to Ngāi Tai ki Tāmaki, to their tūpuna, and to their mokopuna.
53. Ngāi Tai ki Tāmaki sought to establish mutually beneficial relationships with European settlers and the Crown by welcoming them into their rohe and offering land, but the Crown did not honour this gesture. The Crown's acts and omissions undermined relationships that should have been based on good will and mutual benefit. The Crown broke its promise to protect your interests, confiscated your whenua, and promoted policies which had devastating economic, social, and cultural consequences for Ngāi Tai ki Tāmaki.
54. For its breaches of Te Tiriti o Waitangi/the [Treaty of Waitangi](#) and its principles and for the prejudice its acts and omissions have caused Ngāi Tai ki Tāmaki, the Crown unreservedly apologises. The Crown hopes this settlement will lead to a new relationship that fulfils the expectations of your tūpuna and mokopuna, a relationship marked by cooperation, partnership, and respect for Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Relevant principles and provisions of the Ngāti Tamaoho Treaty settlement

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

Relevant principles and provisions of the Te Ākitai Waiohū Treaty settlement

60. The Crown offers this apology to Te Ākitai Waiohū, to their tūpuna, and to their mokopuna. The Crown regrets its actions which breached te Tiriti o Waitangi/the [Treaty of Waitangi](#) and its principles and caused significant prejudice and suffering for Te Ākitai Waiohū.

61. The Crown is profoundly sorry for the manner in which it conducted purchases of Te Ākitai Waiohū land, and for the tens of thousands of acres of land it took as 'surplus' from transactions between Te Ākitai Waiohū and private settlers. The Crown recognises that Te Ākitai Waiohū welcomed Pākehā into their rohe, seeking friendly and cooperative relations with settlers and the Crown, and that the willingness of Te Ākitai Waiohū to participate in land transactions contributed significantly to the development of the city of Auckland.
62. The Crown repaid this manaakitanga by treating members of Te Ākitai Waiohū as rebels, confiscating their lands and forcing them from their kāinga, and for this the Crown is truly sorry. In particular, the Crown sincerely regrets its treatment of rangatira, Ihaka Takaanini and his father Pepene Te Tihi, and the 21 others it imprisoned without good cause, without charge or trial. The Crown recognises that Ihaka Takaanini and Pepene Te Tihi were skilled and respected leaders, and the loss of these totara haemata was a significant blow to Te Ākitai Waiohū.
63. The cumulative effect of the Crown's purchasing and confiscations have left Te Ākitai Waiohū virtually landless. The Crown apologises that its actions have not only separated Te Ākitai Waiohū from their wāhi tapu, but also hindered the socio-economic development of their people and the ability of Te Ākitai Waiohū to grow as an iwi. The Crown hopes that this settlement marks the beginning of a new relationship with Te Ākitai Waiohū, one based on partnership, trust, and mutual respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Cultural redress of the Treaty settlements

64. We have identified deeds of settlements that contain statements of the particular cultural, spiritual, historical and traditional association that each iwi respectively has with the area, that is recognised within the coastal statutory acknowledgement areas for Te Kawerau ā Maki, Ngāi Tai ki Tamaki and Te Ākitai Waiohū iwi:

Te Kawerau ā Maki

Te Kawerau ā Maki have an important shared ancestral and customary relationship with Te Whenua roa ō Kahu (the North Shore) extending from Maunga ā Uika (North Head) to the Whāngaparāoa Peninsula ...

Several places on the eastern coastline of the North Shore are of particular importance to Te Kawerau ā Maki as they are directly associated with the ancestor Maki, his warrior sons, and their descendant the ancestress Kahu. These places include: ...Karepiro (a battle site at Karepiro Bay, Weiti) ...

The seaways to the south and north of the Whāngaparāoa Peninsula are known respectively as Moana Te Rapu and Whānga-paraoa, because of their traditional association with the annual whale migration that took place through Te Moana nui ō Toi (the Hauraki Gulf).

Ngāi Tai ki Tāmaki

From Te Arai out to Hauturu out to Aotea and throughout Hauraki and Tāmaki Makarau and all the islands within, Ngāi Tai have significant multiple, and many layered associations ...

In April 1841 Ngāi Tai ki Tāmaki leaders Te Tara, Nuku, and Te Haua participated alongside others in the original transaction for the Mahurangi and Omaha Block, which [sic] boundaries extended from Takapuna to Te Arai reinforcing the knowledge that Ngāi Tai ki Tāmaki share joint interests over lands and waters as far north as Te Arai ...

Te Ākitai Waiohū

Te Ākitai Waiohū maintains an enduring association with the coastal marine area, incorporating the western coast of Hikurangi from Woodhill in the north, to Whatipu in the south, through to the Manukau Harbour in its entirety, across to the Waitematā Harbour and out to the Hauraki Gulf, from Whangaparaoa in the north to Orere Point in the south (the 'Coastal Area') ...

The waters of the Coastal Area are also seen as a living entity with its own mauri (life force) and mana (prestige), representative of the iwi associated with these waters. The life sustaining waters of the Coastal Area are a sacred resource with cleansing, purifying and healing properties that must be nurtured and protected ...

Te Ākitai Waiohū hold an ancient customary association with the coastal marine area, which has eternally sustained the existence of the people of Tāmaki Makaurau, as a means of transport, by obtaining food and other basic necessities of life. There is a corresponding cultural perspective that such a crucial relationship demands ongoing respect and recognition. Thus the historical and spiritual connection of Te Ākitai Waiohū with the coastal marine area is viewed as essential to the preservation of its very existence and an affirmation of its identity as a people.

65. The Crown's formal acknowledgement of these statements of association are recognised in the coastal statutory acknowledgement over specified areas in the Te Kawerau ā Maki, Ngāi Tai ki Tamaki and Te Ākitai Waiohū Treaty settlements.
66. Te Kawerau ā Maki iwi, Ngāi Tai ki Tamaki iwi and Te Ākitai Waiohū iwi or any member of the associated iwi can cite their statutory acknowledgements as evidence of their association with the area. Auckland Council, the Environment Court and Heritage New Zealand Pouhere Taonga must have regard to them, and Auckland Council must forward to the relevant Trusts summaries of resource consent applications it receives (or notices served on the council under section 145(10) of the RMA) for activities within, adjacent to or directly affecting a statutory area.
67. We note that statutory acknowledgments are not indications of exclusive interest in a site, and sites subject to them may also hold importance for other iwi.

Resource management matters

68. Affording respect to the views of iwi on resource management matters and enabling iwi to meaningfully participate as a Treaty partner in resource management decision-making within their takiwā/area of interest are important ways in which the Crown can give effect to these acknowledgements and apologies.

Other redress of the Treaty settlements

69. The Treaty settlements do not create any new co-governance or co-management processes which would affect decision-making under the RMA for the project. The proposed project does not directly affect any specific commercial or cultural redress provided by the Treaty settlements.
70. As a general principle, an absence of specific settlement redress does not indicate the absence of an iwi cultural association with ancestral lands, sites, wāhi tapu or other taonga within an area. Local tangata whenua and their representatives would be best placed to advise on such matters in the first instance.
71. Importantly, cultural associations with ancestral lands, water, sites, wāhi tapu, and other taonga – regardless of whether or not they are specifically identified in a Treaty settlement – are deemed to be matters of national importance that must be recognised and provided for in decision-making under Part 2 section 6(e) of the RMA.

Current negotiation mandates and settlement negotiations

72. Section 17(3)(d) of the FTCA requires this report to identify any recognised negotiation mandates for, or current negotiations for, Treaty settlements that relate to the project area.
73. We have identified Treaty settlement negotiations have commenced with Ngāti Maru (Hauraki), Ngāti Tamaterā and Ngāti Hako. In addition, the Crown is negotiating a final settlement with Te Rūnanga o Ngāti Whātua on behalf of Ngāti Whātua. The project site lies within the areas of interest for each of these settlement negotiations.
74. We have identified the recognised negotiation mandates relating to the project area for:
 - a. Ngāti Te Ata
75. The Crown recognised the mandate of the Ngāti Te Ata Claims Support Whānau Trust to negotiate a Treaty settlement in May 2011 and signed terms of negotiation with the Trust in June 2011. Although negotiations have paused, the Crown-recognition of the mandate has not been withdrawn. Ngāti Te Ata has yet to establish a post-settlement governance entity to receive redress under their settlement.

Details in this report affect certain provisions of the FTCA

Notices of referral decisions

76. 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.
77. You did not invite comment on the referral application from iwi authorities or other Māori groups. However, if you decide to refer this project to a panel, the notice of decisions and associated reasons must be given to:
 - a. the relevant iwi authorities and Treaty settlement entities identified in this report
 - b. any other iwi authorities or Treaty settlement entities you consider have an interest in the matter
 - c. any group that is or party to either a joint management agreement or Mana Whakahono ā Rohe under the RMA that relates to the project area.
78. If you decide to refer the project, we have identified ten relevant iwi authorities and eight relevant Treaty settlement entities who must receive notice of the decisions. Contact details are in Attachment 2.
79. We have identified 10 'other' parties and 6 groups seeking customary marine title or protected customary rights under the MACAA (as explained below and listed in Attachment 4) who may have an interest in the project, and whom we recommend receive the notice of decisions if you decide to refer the project. Contact details are in Attachment 2.
80. There are no relevant joint management agreements or Mana Whakahono ā Rohe to consider.

Expert consenting panel membership and invitation to comment

81. 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.
82. In the event iwi authorities nominate more than one person, the panel convener must decide which nominee to appoint. The panel convener has discretion to increase the panel membership to accommodate the matters specified in clauses 3(6)(a) – 3(6)(e) of

Schedule 5 of the FTCA, which include matters unique to any relevant Treaty settlement Act.

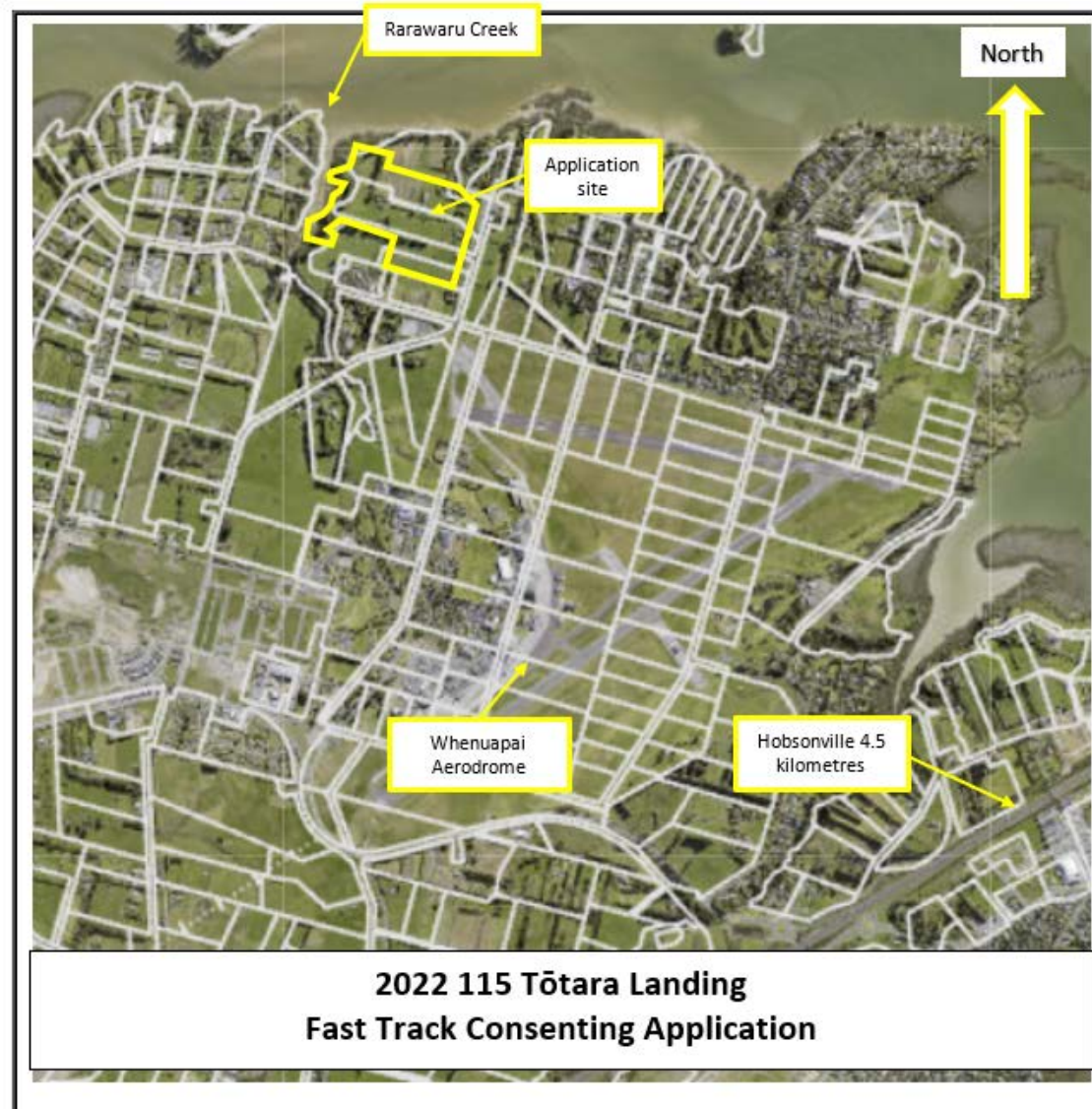
83. A panel must invite comments on a resource consent application or notice of requirement for a referred project from the parties listed in clause 17(6) of Schedule 6 of the FTCA. This includes:
- a. the relevant iwi authorities, including those identified in this report
 - b. a Treaty settlement entity relevant to the referred project, including an entity that has an interest under a Treaty settlement in an area where a referred project is to occur, and an entity identified in this report
 - c. any applicant group under the MACAA identified in the report obtained under section 17(1).
84. If you decide to refer the project, we have identified ten relevant iwi authorities and eight relevant Treaty settlement entities that a panel must invite to comment.
85. Under the MACA Act, an applicant group identified under the Act means one or more iwi, hapū, or whānau groups that seek recognition under Part 4 of the MACAA of their protected customary rights or customary marine title by either a recognition order granted by the High Court; or an agreement negotiated with the Crown (via The Office for Māori Crown Relations – Te Arawhiti).
86. Those groups with applications under the MACAA in the common marine and coastal area of the project site who could be potentially affected from the project are shown in Attachment 4. We recommend that you direct a panel to invite their comments if you decide to refer the project.
87. A panel may also invite comments from any other person it considers appropriate.
88. We have identified ten ‘other’ parties who may have an interest in the project area. We recommend you direct a panel under section 24(2)(e) of the FTCA to invite comment from each respectively if you decide to refer the project.

Provision of cultural impact assessment

89. Any resource consent application submitted to a panel for determination must include a cultural impact assessment prepared by or on behalf of the relevant iwi authorities, or a statement of any reasons given by the relevant iwi authorities for not providing that assessment.³ The Environmental Protection Authority which provides support services to a panel, will not confirm an application as complete and ready for consideration by a panel until this requirement is satisfied.
90. There is more than one relevant iwi authority. The project applicant will need to engage with each to determine their requirements for a cultural impact assessment, including whether they wish to prepare one individually or jointly, or whether they may wish to defer to another iwi in respect of the matter. Relevant iwi authorities are listed in Attachment 2.

³ Clause 9(5), 13(1)(k) and 13(1)(l) of Schedule 6 of the FTCA.

Attachment 1 – Project Location – Surrounding Area



Attachment 2 – Contact information

Iwi/hapū	Settlement documents / Status	Representative body	RMA relevant iwi authority	Treaty settlement entity (PSGE)	Other Party	Contact person
Ngāti Whātua Ōrakei	Ngāti Whātua Ōrakei Claims Settlement Act 2012	Ngāti Whātua Ōrakei Trust Board	Iwi authority for RMA purposes			CEO: Lisa Davis s 9(2)(a)
		Ngāti Whātua Ōrakei Trustee Limited		Post-settlement governance entity		cc: RMA contact: Andrew Brown tokitaiao@ngatiwhatuaorakei.com
Ngāti Whātua o Kaipara	Ngāti Whātua o Kaipara Claims Settlement Act 2013	Ngā Maunga Whakahii o Kaipara Development Trust	Iwi authority for RMA purposes	Post-settlement governance entity		CEO: Sarah Ihaia-Chapman admin@kaiparamoana.com cc: RMA Contact - Savanna Steele s 9(2)(a)
Te Kawerau ā Maki	Te Kawerau ā Maki Claims Settlement Act 2015	Te Kawerau Iwi Settlement Trust	Iwi authority for RMA purposes	Post-settlement governance entity		Executive Chair: Te Warena Taua s 9(2)(a) cc: Kaitiaki - Edward Ashby s 9(2)(a)
Ngāti Tamaoho	Ngāti Tamaoho Claims Settlement Act 2018	Ngāti Tamaoho Trust	Iwi authority for RMA purposes			CEO: Geneva Harrison info@tamaoho.maori.nz
		Ngāti Tamaoho Settlement Trust		Post-settlement governance entity		cc: RMA contact - Lucie Rutherford rmaofficer@tamaoho.maori.nz
Ngāi Tai ki Tāmaki	Ngāi Tai ki Tāmaki Claims Settlement Act 2018	Ngāi Tai ki Tāmaki Trust	Iwi authority for RMA purposes	Post-settlement governance entity		Tumu Whakahaere: Lynette Penrose admin@ngaitaitamaki.iwi.nz cc: RMA contact - Jacquie Lindsay s 9(2)(a)
Te Ākitai Waiohū	Deed of settlement signed 12 Nov 2021	Te Ākitai Waiohū Iwi Authority	Iwi authority for RMA purposes			Chairperson: Karen Wilson tawia@teakitai.com
		Te Ākitai Waiohū Settlement Trust		Post-settlement governance entity		
Ngāti Maru (Hauraki)	Deed of settlement initialled 8 Sept 2017	Ngāti Maru Rūnanga Trust	Iwi authority for RMA purposes	Post-settlement governance entity		CEO: David Taipari office@ngatimaru.iwi.nz cc: RMA Contact - William Peters
Ngāti Tamaterā	Deed of settlement initialled 20 Sep 2017	Ngāti Tamaterā Treaty Settlement Trust	Iwi authority for RMA purposes	Post-settlement governance entity		General Manager & RMA contact: s 9(2)(a)
Ngāti Te Ata		Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohū	Iwi authority for RMA purposes			Manager: Karl Flavell cc: RMA Kaitiaki s 9(2)(a)
Ngāti Whātua		Te Rūnanga o Ngāti Whātua	Iwi authority for RMA purposes			Manahautū / CE: Alan Riwaka runanga@ngatiwhatua.iwi.nz cc: RMA Contact - Antony Thompson s 9(2)(a)
Other Party may have an interest						

Iwi/hapū	Settlement documents / Status	Representative body	RMA relevant iwi authority	Treaty settlement entity (PSGE)	Other Party	Contact person
Ngāti Manuhiri		Ngāti Manuhiri Settlement Trust			Other party may have interest	CEO: Nicola MacDonald info@ngatimanuhiri.iwi.nz cc: RMA Kaitiaki s 9(2)(a)
Ngāti Pāoa		Ngāti Pāoa Iwi Trust			Other party may have interest	Tumuaki (Chair): Tania Tarawa s 9(2)(a)
		Ngāti Pāoa Trust Board			Other party may have interest	Principal/RMA contact: Dave Roebeck nptb@ngatipaoatrustboard.co.nz
Ngāti Koheriki		Ngāti Koheriki Claims Committee			Other party may have interest	Chair: Joe Johnson s 9(2)(a) cc: Kiwi Johnson s 9(2)(a)
Tāmaki Collective		Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership (commercial)			Other party may have interest	C/- Don Wackrow - Wackrow Williams & Davies Limited s 9(2)(a)
		Tūpuna Taonga o Tāmaki Makaurau Trust (cultural)			Other party may have interest	
Ngāti Hako		Hako Tūpuna Trust			Other party may have interest	CEO & RMA Contact: Pauline Clarkin hako@xtra.co.nz
Ngaati Whanaunga		Ngaati Whanaunga Incorporated Society			Other party may have interest	GM: Boni Renata hrenata@ngaatiwhanaunga.maori.nz
		Ngaati Whanaunga Ruunanga Trust			Other party may have interest	
Marutūāhu Iwi Collective		Marutūāhu Rōpū General Partner Limited			Other party may have interest	C/- Don Wackrow - Wackrow Williams & Davies Limited s 9(2)(a) cc: lawyers@wpalawyers.co.nz

Attachment 3 – Planned Layout



Attachment 4 – Applicants for customary marine title or protected customary rights

Applicant Group Name	Engagement		Application Status	Contact person
	Crown	High Court		
Ngā Puhi nui tonu, Ngāti Rāhiri, Ngāti Awa, Ngāi Tāhuhu and Ngāitawake	MAC-01-01-050	CIV-2017-404-537	Active	Joseph Kingi – s 9(2)(a)
Ngāitawake	MAC-01-01-133	CIV-2017-404-558	MAC – inactive / CIV - active	Rihari Dargaville – s 9(2)(a)
Te Hikutu Hapū	MAC-01-01-125	CIV-2017-404-570	Active	New representative TBC
Ngāti Whātua Ōrākei Trust	MAC-01-02-006	CIV-2017-404-520	Active	Natasha Strong – s 9(2)(a) Ngarimu Blair – s 9(2)(a)
Ngāi Tai ki Tāmaki	MAC-01-02-003	CIV-2017-404-564	Active	James Brown – s 9(2)(a) Lucy Steel – s 9(2)(a)
Te Taou (Waitematā)		CIV-2017-404-567	Active	Tim Castle (legal counsel) – s 9(2)(a)

Source: Kōrero Takutai (Te Kete Kōrero a Te Takutai Moana Information Hub – Te Arawhiti) & Te Arawhiti