

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

### Application 2022-118 Upland Road 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
Date submitted: 16 March 2023	

### Ministry for the Environment contacts

Position	Name	Cell Phone	1 <sup>st</sup> Contact
Principal Author	Stephanie McNicholl		
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Director	Caroline Hart	s 9(2)(a)	

### Introduction

1. The Ministry for the Environment has prepared this report in consultation with the Office for Māori Crown Relations – Te Arawhiti and in accordance with section 17 of the Covid-19 Recovery (Fast-track Consenting) Act 2020 (the FTCA).
2. To satisfy obligations under section 6 of the FTCA, you must consider this report before you make any decision under section 24 of the FTCA regarding the application request to refer the Beachside—Mission Bay Project (project) to an expert consenting panel (panel).

### Proposed project

3. The applicant (HND Upland Limited and St Andrew's Village Trust Incorporated) proposes to develop and operate an approximately 3.17-hectare project site area as a retirement village located at 17 Upland Road, Remuera, Auckland.
4. The project will involve the redevelopment of the site for the construction comprising up to 11 buildings up to 17 metres in height. Approximately 185 residential units are proposed for independent living units and 58 aged care beds, along with an amenity building, landscape planting, parking areas for cars and supporting infrastructure.
5. A location map is in Attachment 1.

## Essential information

6. 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 (15)	<p>Ngāti Whātua Ōrākei Trust Board</p> <p>Te Kawerau Iwi Settlement Trust</p> <p>Ngāi Tai ki Tāmaki Trust</p> <p>Ngāti Tamaoho Trust</p> <p>Te Patukirikiri Iwi Trust</p> <p>Ngāti Paoa Iwi Trust</p> <p>Ngāti Paoa Trust Board</p> <p>Te Ākitai Waiohūa Iwi Authority</p> <p>Te Kupenga o Ngāti Hako</p> <p>Ngaati Whanaunga Incorporated Society</p> <p>Ngāti Maru Rūnanga Trust</p> <p>Ngāti Tamaterā Treaty Settlement Trust</p> <p>Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohūa</p> <p>Te Rūnanga o Ngāti Whātua</p> <p>Te Whakakitenga o Waikato Incorporated</p> <p><i>Contact details are in Attachment 2</i></p>
17(3)(b)	Treaty settlements that relate to the project area (8)	<p>Ngāti Whātua Ōrākei - Ngāti Whātua Ōrākei Claims Settlement Act 2012</p> <p>Te Kawerau ā Maki - Te Kawerau ā Maki Claims Settlement Act 2015</p> <p>Ngāi Tai ki Tāmaki - Ngāi Tai ki Tāmaki Claims Settlement Act 2018</p> <p>Ngāti Tamaoho - Ngāti Tamaoho Claims Settlement Act 2018</p> <p>Te Patukirikiri - deed of settlement 7 October 2018</p> <p>Ngāti Paoa – deed of settlement 20 March 2021</p> <p>Te Ākitai Waiohūa – deed of settlement 12 November 2021</p> <p>Tāmaki Collective - Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014</p>
17(3)(a)	Relevant Treaty settlement entities (11)	<p>Ngāti Whātua Ōrākei Trustee Limited</p> <p>Te Kawerau Iwi Settlement Trust</p> <p>Ngāi Tai ki Tāmaki Trust</p>

FTCA Section	Information required	Detail
		Ngāti Tamaoho Settlement Trust Te Patukirikiri Iwi Trust Ngāti Paoa Iwi Trust Te Ākitai Waiohū Settlement Trust Hako Tūpuna Trust Ngaati Whanaunga Ruunanga Trust Ngāti Maru Rūnanga Trust Ngāti Tamaterā Treaty Settlement Trust <i>Contact details are in Attachment 2</i>
17(3)(c)	Relevant principles and provisions of the Treaty settlements	See 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) Ngaati Whanaunga (Ngaati Whanaunga Ruunanga Trust) Ngāti Maru (Hauraki) (Ngāti Maru Treaty Settlement Negotiators) Ngāti Tamaterā (Ngāti Tamaterā Negotiators) Ngāti Whatua (Te Rūnanga o Ngāti Whatua) Waikato-Tainui – remaining claims (Negotiator - Rahui Papa)
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

- The project site area is located in an urban setting and covers a 3.17-hectare lot at 17 Upland Road, Remuera, Auckland region. The primary site access will be gained from Ventnor Road to the north, with a secondary access onto Upland Road to the south.
- The project intends to provide for a retirement village development including in multi-level apartment format. Attachment 3 shows the project layout including open space, access, parking provision and streetscape amenities.

## Statutory matters relating to this report

9. No parts of the proposed project will occur in the coastal marine area, meaning:
  - a. pursuant to section 16(1) of the FTCA you are the sole party required to consider this report
  - b. the project is unaffected by the provisions of the Marine and Coastal Area (Takutai Moana) Act 2011 (MACAA) or any other Act pertaining to the grant of protected customary rights or customary marine title.
10. There are no court orders granted under the MACAA or another Act to consider in your referral decision for this project.<sup>1</sup>

## Iwi authorities

### Methodology and information sources

11. 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.
12. '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.
13. 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 settlements negotiations
  - b. area of interest maps in signed Treaty settlement deeds or other Treaty settlements negotiations documents (including deeds of mandate)
  - c. Auckland Council's online interactive map depicting tribal regions and iwi in the Auckland Region<sup>2</sup>
  - 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.
14. 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

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<sup>1</sup> Section 17(3)(e) of the FTCA requires this report to identify any court orders granted under the MACAA or another Act which recognise, in relation to the project area, customary marine title or protected customary rights.

<sup>2</sup> 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>

information shown and the local context and decision-making environment, before deciding which areas of interest we consider apply to a project under FTCA process.

15. 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.
16. To identify iwi authorities associated with the identified areas of interest, we considered information from:
  - a. the TKM online directory noted above
  - b. Auckland Council's online tool: [Find mana whenua contacts](#) for a particular address
  - c. Auckland Council<sup>3</sup> as the sole relevant local authority.

### **Iwi authorities relevant to project**

17. We consider the project site lies within the areas of interest of Ngāti Whātua Ōrākei, Te Kawerau ā Maki, Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Te Patukirikiri, Ngāti Paoa, Te Ākitai Waiohua, Hako, Ngaati Whanaunga, Ngāti Maru (Hauraki), Ngāti Tamaterā, Ngāti Te Ata, Ngāti Whātua, Waikato-Tainui, Ngāti Koheriki and Tāmaki Collective.
18. Not all of these iwi or groups are represented by an iwi authority and some are represented by more than one iwi authority.
19. We have identified, via the TPK viewer and TKM website and Auckland Council's databases, the relevant iwi authorities for the project area, as:
  - a. Ngāti Whātua o Ōrākei Trust Board, representing Ngāti Whātua Ōrākei iwi
  - b. Te Kawerau Iwi Settlement Trust, representing Te Kawerau ā Maki iwi
  - c. Ngāi Tai ki Tāmaki Tribal Trust, representing Ngāi Tai ki Tāmaki
  - d. Ngāti Tamaoho Trust, representing Ngāti Tamaoho iwi
  - e. Te Patukirikiri Iwi Trust, representing Te Patukirikiri iwi
  - f. Ngāti Paoa Iwi Trust and Ngāti Paoa Trust Board, representing Ngāti Paoa iwi
  - g. Te Ākitai Waiohua Iwi Authority, representing Te Ākitai Waiohua iwi
  - h. Te Kupenga o Ngāti Hako, representing Hako
  - i. Ngaati Whanaunga Incorporated Society, representing Ngaati Whanaunga
  - j. Ngāti Maru Rūnanga Trust, representing Ngāti Maru (Hauraki) iwi
  - k. Ngāti Tamaterā Treaty Settlement Trust, representing Ngāti Tamaterā iwi
  - l. Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohua, representing Ngāti Te Ata iwi
  - m. Te Rūnanga o Ngāti Whātua, representing Ngāti Whātua iwi
  - n. Te Whakakitenga o Waikato Incorporated, representing Waikato-Tainui iwi
20. We note in their invited comments, Auckland Council did not identify any relevant iwi authorities.

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<sup>3</sup> Auckland Council is a Unitary local authority with regional and local government responsibilities.

## Other iwi authorities which may have an interest in the project

21. Auckland Council databases indicate the project site lies in the interest areas for Ngāti Whātua o Kaipara and Te Ahiwaru Waiohū, however this is not supported by any other available information. For this reason, we recommend including both Ngā Maunga Whakahii o Kaipara Development Trust, representing Ngāti Whātua o Kaipara and Makaurau Marae Māori Trust representing Te Ahiwaru Waiohū as an 'other' iwi authority which may have an interest.
22. We note the Hauraki Māori Trust Board represents seven of the iwi<sup>4</sup> identified as an iwi authorities relevant to the project. To avoid unnecessary duplication of input, while still providing opportunity for involvement in the consideration of consent applications for the project, we have included Hauraki Māori Trust Board as an 'other' iwi authority which may have an interest.

## Treaty settlements and Treaty settlement entities

23. 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.

## Treaty settlements relating to the project area

24. 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.
25. The project site falls within the area of interest covered by Treaty settlements with the following 8 iwi:
  - a. Ngāti Whātua Ōrākei – settlement act
  - b. Te Kawerau ā Maki – settlement act
  - c. Ngāi Tai ki Tāmaki – settlement act
  - d. Ngāti Tamaoho – settlement act
  - e. Te Patukirikiri – deed of settlement
  - f. Ngāti Paoa – deed of settlement
  - g. Te Ākitai Waiohū – deed of settlement
  - h. The Tāmaki Collective – redress act.
26. [Ngāti Whātua Ōrākei Claims Settlement Act 2012](#) gives effect to certain provisions of the deed of settlement signed by Ngāti Whātua o Ōrākei, Ngāti Whātua Ōrākei Trustee Limited and the Crown on 5 November 2011. [Ngāti Whātua o Ōrākei deed of settlement documents](#) are on the NZ Government Treaty settlements website.
27. [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](#) can be accessed on the NZ Government Treaty settlements website.

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<sup>4</sup> Ngāti Whanaunga, Ngāi Tai ki Tāmaki, Ngāti Maru (Hauraki), Ngāti Paoa, Ngāti Tamaterā, Te Patukirikiri and Hako.



28. [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](#) can be accessed on the NZ Government Treaty settlements website.
29. [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](#) can be accessed on the NZ Government Treaty settlements website.
30. Te Patukirikiri and the Crown signed a deed of settlement on 7 October 2018. Legislation has yet to be enacted. [Te Patukirikiri deed of settlement documents](#) can be accessed on the NZ Government Treaty settlements website.
31. Ngāti Paoa, the Ngāti Paoa Iwi Trust and the Crown signed a deed of settlement on 20 March 2021. Legislation has not yet been enacted. [Ngāti Paoa deed of settlement documents](#) can be accessed on the NZ Government Treaty settlements website.
32. Te Ākitai Waiohū, Te Ākitai Waiohū Iwi Settlement Trust and the Crown signed a deed of settlement on 12 November 2021. Legislation has yet to be enacted. [Te Ākitai Waiohū deed of settlement documents](#) can be accessed on the NZ Government Treaty settlements website.
33. Ngā Mana Whenua o Tāmaki Makaurau (the Tāmaki Collective) and the Crown signed the Tāmaki Makaurau Collective Redress deed on 5 December 2012 and an amendment deed on 23 August 2013. The [Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014](#) gives effect to certain provisions of the deeds. The FTCA defines this Act, as a Treaty settlement Act, for the purposes of the FTCA. [Tāmaki Makaurau Collective Redress deed documents](#) are accessible on the NZ Government Treaty settlements website.

## Relevant Treaty settlement entities

### *Post-settlement governance entities*

34. 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.
35. 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) under the [Ngāti Whātua Ōrākei Claims Settlement Act 2012](#)
  - b. Te Kawerau Iwi Settlement Trust under the [Te Kawerau ā Maki Claims Settlement Act 2015](#)
  - c. Ngāi Tai ki Tāmaki Trust under the [Ngāi Tai ki Tāmaki Claims Settlement Act 2018](#)
  - d. Ngāti Tamaoho Settlement Trust under the [Ngāti Tamaoho Claims Settlement Act 2018](#)
  - e. Trusts and partnerships associated with the Tāmaki Collective arrangements under the [Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014](#):
    - i. Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership, established on 12 June 2014 to receive specified commercial redress

- ii. Tūpuna Taonga o Tāmaki Makaurau Trust, established on 6 June 2014 to receive specified cultural redress relating to the maunga and motu (including vesting of sites)
  - iii. Ngāti Whātua Rōpū Limited Partnership, representing three members of the Tāmaki Collective: Ngāti Whātua Ōrākei and Te Rūnanga o Ngāti Whātua (whose individual areas of interest include the project site) and Ngāti Whātua o Kaipara (whose individual area of interest may include the project site)
  - iv. Waiohū-Tāmaki Rōpū Limited Partnership, representing five members of the Tāmaki Collective: Te Kawerau ā Maki, Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Te Ākitai Waiohū and Ngāti Te Ata (all of whose individual areas of interest include the project site)
36. We consider it unlikely that the project will directly affect any of the cultural or commercial redress provided to the post-settlement governance entities under the Tāmaki Collective arrangements. On this basis, we have not identified the Tāmaki Collective redress entities as relevant Treaty settlement entities for the project.
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 Patukirikiri Iwi Trust was ratified as the post-settlement governance entity for the Treaty settlement with Te Patukirikiri on 2 September 2013
  - b. Ngāti Paoa Iwi Trust was ratified as the post-settlement governance entity for the Ngāti Paoa Treaty settlement on 25 September 2013
  - c. Hako Tūpuna Trust was ratified as the post-settlement governance entity for Hako on 26 August 2014.
  - d. Ngaati Whanaunga Ruunanga Trust was ratified as the post-settlement governance entity for the Ngaati Whanaunga Treaty settlement in December 2017. Ngaati Whanaunga and the Crown initialled a deed of settlement on 25 August 2017
  - e. 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
  - f. 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
  - g. 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

***Other bodies recognised or established under a Treaty settlements 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 entities established by any of the above Treaty Claims Settlement Acts are relevant to the proposed project.
41. We note the Tūpuna Maunga o Tāmaki Makaurau Authority (Maunga Authority) was established under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 as a statutory co-governance authority which oversees the administration and



management of 13 of the 14 Tāmaki maunga vested in the Tūpuna Taonga o Tāmaki Makaurau Trust. We do not consider the project likely to directly affect any of the Tūpuna Maunga and have not identified the Maunga Authority as a relevant Treaty settlement entity for the project.

## **Relevant principles and provisions of the Treaty settlements**

### **Ngāti Whātua Ōrākei, Te Kawerau ā Maki, Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Te Patukirikiri, Ngāti Paoa, and Te Ākitai Waiohū Treaty settlements**

#### ***Crown acknowledgements and apologies***

42. 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**

43. 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.
44. 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.
45. 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 Te Kawerau ā Maki Treaty settlement**

46. 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.
47. 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.
48. 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**

49. The Crown apologises to Ngāi Tai ki Tāmaki, to their tūpuna, and to their mokopuna.
50. 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.
51. 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**

52. The Crown apologises to the iwi of Ngāti Tamaoho, to their tūpuna and to their mokopuna.
53. 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.
54. 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.
55. 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.
56. 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 Patukirikiri Treaty settlement**

57. The Crown acknowledges that until now it has failed to deal with the long-standing grievances of Te Patukirikiri and that recognition of and redress for these grievances is long overdue. The Crown acknowledges the willingness of Te Patukirikiri to provide resources and lands for settlement, and that these early land transactions contributed to the establishment of the settler economy and the development of New Zealand

58. The Crown acknowledges that it took Te Patukirikiri lands and that its policy of taking surplus land has been a source of grievance to Te Patukirikiri; and it did not always protect Te Patukirikiri interests during investigations into these transactions; and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to assess whether Te Patukirikiri retained adequate lands for their needs.
59. The Crown acknowledges its representatives and advisers acted unjustly and in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles in sending its forces across the Mangatāwhiri Awa in July 1863, and invading and occupying land in which Te Patukirikiri had interests; and its naval blockade of the Hauraki Gulf/Tīkapa Moana using heavily armed gun boats intimidated Te Patukirikiri; and the confiscation of land in East Waikato in which Te Patukirikiri had interests was unjust and a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown acknowledges that valuable gold resources on lands leased by Te Patukirikiri and others provided economic benefits to the nation.
60. The Crown acknowledges that the cumulative effect of its actions and omissions, including confiscation, the operation and impact of the native land laws, continued Crown purchasing, and Public Works takings has left Te Patukirikiri virtually landless, undermined their economic, social, and cultural development, and led to the alienation of sites of cultural and spiritual significance. The Crown's failure to ensure that they retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
61. The Crown acknowledges the harm endured by many Te Patukirikiri children from decades of Crown policies that strongly discouraged the use of te reo Māori in school. The Crown also acknowledges the detrimental effects on Māori language proficiency and fluency and the impact on the inter-generational transmission of te reo Māori and knowledge of tikanga Māori practices. The Crown recognises that through its actions and omissions it has contributed to the economic and spiritual hardship and marginalisation of Te Patukirikiri in its rohe.
62. The Crown apologises to the people of Te Patukirikiri for the prejudice they have suffered as a result of its actions, and its breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown states it hopes that the settlement will mark the beginning of a new relationship with Te Patukirikiri based on good faith and cooperation.

### **Relevant principles and provisions of the Ngāti Paoa Treaty settlement**

63. The Crown acknowledges until now it has failed to deal with the long-standing grievances of Ngāti Paoa and recognition of and redress for these grievances is long overdue; and Ngāti Paoa rangatira sought to establish a relationship with the Crown in 1840 by signing te Tiriti o Waitangi/the Treaty of Waitangi; and the Crown did not always honour its part in that relationship.
64. The Crown acknowledges that the lands Ngāti Paoa provided for settlement purposes contributed to the establishment of the settler economy and the development of New Zealand. The Crown acknowledges that it took 78,000 acres of land in the Tāmaki block including land in which Ngāti Paoa had interests; and a large portion of the "surplus lands" in the Tāmaki block were lands that the settler who made the transaction agreed would return to Māori ownership and this has long been a source of grievance for Ngāti Paoa; and it never compensated Ngāti Paoa for their interests in the "surplus lands" in the Tāmaki block as it did several other iwi involved in this transaction; and it did not provide reserves for Ngāti Paoa or other Marutūāhu iwi within the bounds of the Tāmaki purchase; and thereby breached te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

65. The Crown acknowledges it failed to require any assessment of whether Ngāti Paoa retained adequate lands for their needs which was compounded by flaws in the way the Crown implemented the policy in further breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
66. The Crown acknowledges its representatives and advisers acted unjustly and in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles in sending its forces across the Mangatāwhiri in July 1863, invading and occupying land in which Ngāti Paoa had interests; and it intimidated Ngāti Paoa by using heavily armed gunboats to blockade Hauraki Gulf/Tīkapa Moana, and destroying waka; and it caused the deaths of Ngāti Paoa individuals when its forces shelled an unfortified village at Pūkorokoro in November 1863; and attacked a number of Ngāti Paoa without warning in December 1863.
67. The Crown apologises to Ngāti Paoa for the suffering it has inflicted through its acts and omissions, and for the laws and policies enacted in Aotearoa/New Zealand that have led to the loss of Ngāti Paoa whenua and taonga te reo Māori. The Crown unreservedly apologises to the tupuna and mokopuna of Ngāti Paoa for its failure to uphold its obligations under te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
68. The Crown seeks to atone for these injustices and hopes that through this settlement it can rebuild the relationship that it established with Ngāti Paoa in 1840, begin the process of healing and enter a new age of co-operation with Ngāti Paoa.

### **Relevant principles and provisions of the Te Ākitai Waiohū Treaty settlement**

69. 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.
70. 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.
71. 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.
72. 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.

## Other redress of the Treaty settlements

73. Affording respect to the views of each 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.
74. We note none of the Treaty settlements creates 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.
75. 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.
76. Importantly, cultural associations with ancestral lands, water, sites, wāhi tapu, and other taonga – irrespective 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.

## Tāmaki Collective Redress Act

77. The Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 and its associated deed provide collective redress for the shared interests of the 13 iwi and hapū of Tāmaki Collective in maunga, motu and lands within Tāmaki Makaurau (Auckland). These provisions do not settle any historical Treaty claims, which are addressed through specific settlements with each iwi/hapū. The redress provided through the Act is provided 'on account' of those individual Treaty settlements.
78. A significant part of the collective redress is concerned with governance and management arrangements over the maunga of central Auckland and some of the islands of Tīkapa Moana (Hauraki Gulf). Tūpuna Maunga are vested in the Tūpuna Taonga o Tāmaki Makaurau Trust and the Maunga Authority is responsible for their day-to-day administration and management.
79. The closest Tūpuna Maunga to the project site are Ōhinerau/Mt Hobson to the west, Maungarei/Mt Wellington to the south and Maungakiekie/One Tree Hill to the southwest. We consider it unlikely that the project will directly affect either of these, or any other, Tūpuna Maunga.
80. Some commercial redress is also included in the Tāmaki Collective arrangements, in the form of rights of first refusal (RFR) over Crown properties over a wide area of Auckland<sup>5</sup>, and second rights to purchase deferred selection properties not selected or acquired by iwi/hapū under their individual settlements.
81. Although the proposed project site lies within the RFR area, none of the land within it is Crown-owned. Therefore, the project would not affect any commercial redress available to Ngā Mana Whenua o Tāmaki Makaurau under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014, which is managed by the Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership

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<sup>5</sup> Part 3 of [Attachments to Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed](#).



## **Current negotiation mandates and settlement negotiations**

82. Section 17(3)(d) of the FTCA requires this report to identify any recognised negotiation mandates for, or current negotiations for, Treaty settlements relating to the project area.
83. We have identified Treaty settlement negotiations have commenced with Ngaati Whanaunga, Ngāti Maru (Hauraki), Ngāti Tamaterā, and Hako. In addition, the Crown is negotiating a final settlement with Te Rūnanga o Ngāti Whatua on behalf of Ngāti Whātua and a settlement of remaining historical Treaty claims with the mandated Waikato-Tainui negotiator, Rahui Papa on behalf of Waikato-Tainui.
84. The project site lies within the areas of interest for each of these settlement negotiations.
85. We have identified the recognised negotiation mandates relating to the project area for:
  - a. Ngāti Te Ata
  - b. Ngāti Koheriki.
86. 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.
87. The Crown recognised the mandate of the Ngāti Koheriki Claims Committee to negotiate a Treaty settlement in June 2013. Negotiations have not yet commenced. The Crown-recognition of the mandate has not been withdrawn. Ngāti Koheriki 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**

88. 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.
89. 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.
90. We have identified 15 relevant iwi authorities and 11 associated Treaty settlement entities for receipt of the notice of decisions. Contact details are in Attachment 2.
91. We have identified Ngā Maunga Whakahii o Kaipara Development Trust, Makaurau Marae Māori Trust as an 'other' iwi authority or Treaty settlement entity; and Hauraki Māori Trust Board as an 'other' party – who may have an interest in the project. We recommend you provide them with a copy of the notice of decisions if you decide to refer the project. Contact details are in Attachment 2.



92. There are no relevant joint management agreements or Mana Whakahono ā Rohe to consider.

### **Expert consenting panel membership**

93. 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.
94. 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 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.

### **Panel invitation to comment**

95. 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).
96. We have identified 15 relevant iwi authorities and associated Treaty settlement entities for the proposed project.
97. 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). The project will not affect the coastal marine area, for this reason, we have not identified any relevant MACAA applicants.
98. A panel may also invite comments from any other person it considers appropriate.
99. We have identified that Ngā Maunga Whakahii o Kaipara Development Trust, Makaurau Marae Māori Trust and Hauraki Māori Trust Board may have an interest in the project area. We recommend you direct a panel to seek comment from these parties if you decide to refer the project.

### **Provision of cultural impact assessment**

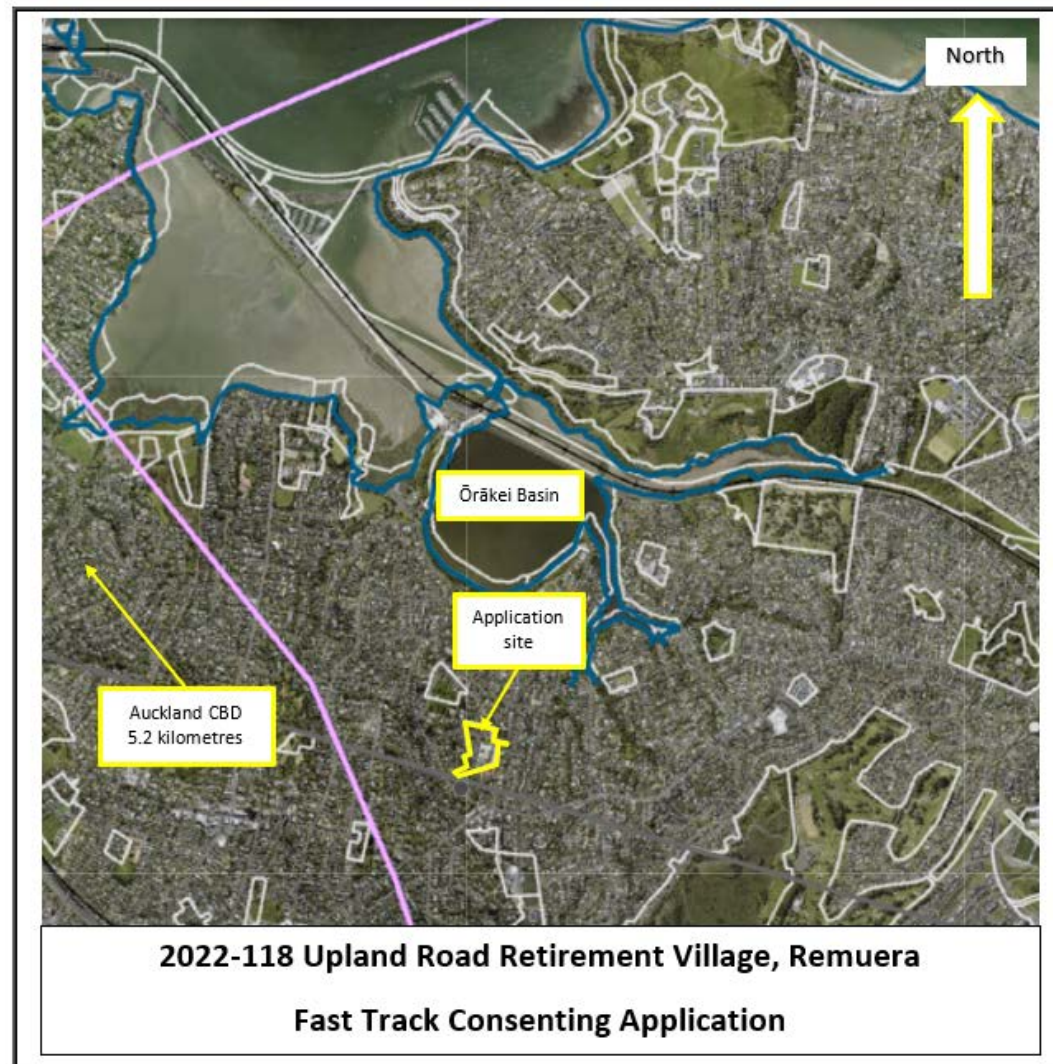
100. Any resource consent application submitted to a panel for determination must include a cultural impact assessment prepared by or on behalf of the relevant iwi authorities, or a statement of any reasons given by the relevant iwi authorities for not providing that assessment.<sup>6</sup>
101. The 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.

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<sup>6</sup> Clause 9(5), 13(1)(k) and 13(1)(l) of Schedule 6 of the FTCA.

102. 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.

## Attachment 1 – Project Location



## Attachment 2 – Contact information

Iwi/hapū	Representative body	RMA relevant iwi authority	Treaty settlement entity (PSGE)	Other Iwi authority interest	Contact person	Contact details
Hako	Te Kupenga o Ngāti Hako			Iwi authority which may have an interest in the matter	CEO & RMA Contact: Pauline Clarkin <a href="mailto:hako@xtra.co.nz">hako@xtra.co.nz</a>	
Ngaati Whanaunga	Ngaati Whanaunga Incorporated Society	Represents Ngaati Whanaunga as an iwi authority for RMA purposes			Boni Renata General Manager s 9(2)(a)	
	Ngaati Whanaunga Ruunanga Trust		Post-settlement governance entity [deed of settlement initialled 25 Aug 2017]			
Ngāi Tai ki Tāmaki	Ngāi Tai ki Tāmaki Trust	Represents Ngāi Tai ki Tāmaki as an iwi authority for RMA purposes	Post-settlement governance entity under the Ngāi Tai ki Tāmaki Claims Settlement Act 2018		Tumu Whakahaere: Lynette Penrose <a href="mailto:admin@ngaitaitamaki.iwi.nz">admin@ngaitaitamaki.iwi.nz</a>  Copies to: RMA contact: Jacquie Lindsay s 9(2)(a)	PO Box 141 Clevedon Auckland 2248
Ngāti Maru (Hauraki)	Ngāti Maru Rūnanga Trust	Represents Ngāti Maru (Hauraki) as an iwi authority for RMA purposes	Post-settlement governance entity [deed of settlement initialled 8 September 2017]		CEO: David Taipari <a href="mailto:office@ngatimaru.iwi.nz">office@ngatimaru.iwi.nz</a>  Copies to: RMA Contact: William Peters	
Ngāti Paoa	Ngāti Paoa Iwi Trust	Represents Ngāti Paoa as an iwi authority for RMA purposes	Post-settlement governance entity [deed of settlement signed 20 March 2021]		Tumuaki (Chairperson): Tania Tarawa s 9(2)(a)	PO Box 106-153 Auckland 1010
	Ngāti Paoa Trust Board	Represents Ngāti Paoa as an iwi authority for RMA purposes			Principal Officer/RMA contact: Dave Roebeck <a href="mailto:nptb@ngatipaoatrustboard.co.nz">nptb@ngatipaoatrustboard.co.nz</a>	PO Box 204-144 Highbrook Auckland 2161

Ngāti Tamaoho	Ngāti Tamaoho Trust		Ngāti Tamaoho Claims Settlement Act 2018	Iwi authority which may have an interest in the matter	CEO: Geneva Harrison <a href="mailto:info@tamaoho.maori.nz">info@tamaoho.maori.nz</a>	PO Box 272- 1652 Papakura Auckland 2244
	Ngāti Tamaoho Settlement Trust				Copies to: RMA Contact: Lucie Rutherford <a href="mailto:rmaofficer@tamaoho.maori.nz">rmaofficer@tamaoho.maori.nz</a>	
Ngāti Tamaterā	Ngāti Tamaterā Treaty Settlement Trust	Represents Ngāti Tamaterā as an iwi authority for RMA purposes	Post-settlement governance entity [deed of settlement initialled 20 Sep 2017]		General Manager & RMA contact: s 9(2)(a)	PO Box 28 Thames 3540
Ngāti Te Ata	Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohū	Represents Ngāti Te Ata as an iwi authority for RMA purposes			Manager: Karl Flavell Copies to: RMA Kaitiaki: <a href="mailto:taiao@ngatiteata.iwi.nz">taiao@ngatiteata.iwi.nz</a>	
Ngāti Whātua	Te Rūnanga o Ngāti Whātua	Representing Ngāti Whātua as an iwi authority for RMA purposes			Manahautū / CE: Alan Riwaka <a href="mailto:runanga@ngatiwhatua.iwi.nz">runanga@ngatiwhatua.iwi.nz</a>  Copies to: RMA Contact: Antony Thompson s 9(2)(a)	PO Box 1784 Whangarei 0140
	Ngāti Whātua Ōrākei Trust Board			Iwi authority which may have an interest in the matter	CEO: Lisa Davis s 9(2)(a)  Copies to: RMA contact: Andrew Brown <a href="mailto:tokitaiao@ngatiwhatuaorakei.com">tokitaiao@ngatiwhatuaorakei.com</a>	PO Box 90465 Victoria Street, Auckland 1142
	Ngā Maunga Whakahii o Kaipara Development Trust			Iwi authority which may have an interest in the matter	CEO: Sarah Ihaia-Chapman <a href="mailto:admin@kaiparamoana.com">admin@kaiparamoana.com</a>  Copies to: RMA Contact: Savanna Steele s 9(2)(a)	PO Box 41 Helensville 0840
Te Ākitai Waiohū	Te Ākitai Waiohū Iwi Authority	Represents Te Ākitai Waiohū as an iwi authority for RMA purposes			Chairperson: Karen Wilson <a href="mailto:tawia@teakitai.com">tawia@teakitai.com</a>	PO Box 59 185 Māngere Bridge Auckland 2151
	Te Ākitai Waiohū Settlement Trust		Post-settlement governance entity [deed of settlement signed 12 November 2021]			

Te Kawerau ā Maki	Te Kawerau Iwi Settlement Trust	Represents Te Kawerau ā Maki as an iwi authority for RMA purposes	Post-settlement governance entity under Te Kawerau ā Maki Claims Settlement Act 2015		Executive Chair: Te Warena Taua <a href="mailto:tewarena.taua@tekawerau.iwi.nz">tewarena.taua@tekawerau.iwi.nz</a>  Copies to: [REDACTED] Kaitiaki: Edward Ashby s 9(2)(a) [REDACTED]	
Te Patukirikiri	Te Patukirikiri Iwi Trust			Iwi authority which may have an interest in the matter	CEO/RMA contact: William Peters s 9(2)(a) [REDACTED]	103 Herewaka Street Thames 3500
Waikato-Tainui	Te Whakakitenga o Waikato				CEO: Donna Flavell <a href="mailto:secretariat@tainui.co.nz">secretariat@tainui.co.nz</a>  Copies to: [REDACTED] RMA contact: Manaaki Nepia s 9(2)(a) [REDACTED]	
Tāmaki Collective			<i>identified - but not relevant (no redress affected)</i>			
Ngāti Koheriki	Ngāti Koheriki Claims Committee			Other interested party (MFTOWN request)	Chair: Joe Johnson s 9(2)(a) [REDACTED]  Copies to: [REDACTED] Kiwi Johnson s 9(2)(a) [REDACTED]	
Te Ahiwaru Waiohau	Makaurau Marae Māori Trust			Iwi authority which may have an interest in the matter	Kowhai Olsen s 9(2)(a) [REDACTED]	
Hauraki	Hauraki Māori Trust Board <i>(representing Hako, Ngaati Whanaunga, Ngāi Tai ki Tāmaki, Ngāti Maru Hauraki, Ngāti Paoa and Te Patukirikiri)</i>			Iwi authority which may have an interest in the matter	CEO/GM: John McEnteer <a href="mailto:general@hauraki.iwi.nz">general@hauraki.iwi.nz</a>	PO Box 33 Paeroa 3640



## Attachment 3 – Planned Building Layout



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## Perspective View 01/ Ventnor Road

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