

Application 2023-148 Kings Quarry 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: 15 May 2023 | |

Ministry for the Environment contacts

| Position | Name | Cell Phone | 1 st Contact |
|------------------|---------------------|------------|-------------------------|
| Principal Author | Stephanie McNicholl | | |
| Acting Manager | Rebecca Perrett | s 9(2)(a) | ✓ |
| Acting Director | Lorena Stephen | 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 both consider this report before you jointly make any decision under section 24 of the FTCA regarding the application request to refer the Kings Quarry Project (project) to an expert consenting panel (panel).

Proposed project

3. The applicant (Kings Quarry Limited) proposes to develop an approximately 152-hectare site into an expansion of an existing quarry development comprising several properties located at Pebble Brook Road, Wainui, Auckland region.
4. The project will include the extraction of approximately 500,000 tonnes of aggregate per year for a period of 60 years, stockpiling and processing aggregate on site, constructing infrastructure including a new access from Pebble Brook Road, upgrading the Pebble Brook Road/Waitoki Road intersection, and constructing structures associated with quarry operations.
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 | 7 | Refer Iwi authorities section below. <i>Contact details are in Attachment 2</i> |
| 17(3)(b) | Treaty settlements that relate to the project area | 4 | |
| 17(3)(a) | Relevant Treaty settlement entities | 5 | |
| 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) | |
| 17(3)(d) | Current Treaty settlement negotiations | Ngāti Maru (Hauraki) (Ngāti Maru Treaty Settlement Negotiators) Marutūāhu Iwi Collective Ngāti Whatua (Te Rūnanga o Ngāti Whātua) | |
| 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 | N/A – not in CMA | |

Supporting information

Project details

7. The project site covers approximately 152 hectares of characteristically rural land. The site gains access from Pebble Brook Road to the south, approximately 10 kilometres west of State Highway 1.
8. The project involves activities such as clearing vegetation, removing and stockpiling aggregate, taking, diverting and discharging groundwater to land, discharging stormwater to land, reclaiming streams, constructing and installing infrastructure including vehicle access.
9. The project layout is in Attachment 3.

Statutory matters relating to this report

10. 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.
11. There are no court orders granted under the MACAA or another Act to consider in your referral decision for this project.¹

Iwi authorities

Methodology and information sources

12. 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.
13. '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.
14. 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 Region²
 - 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.
15. 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 Section 17(3)(e) of the FTCA requires this report to identify any court orders granted under the MACAA or another Act which recognise, in relation to the project area, customary marine title or protected customary rights.

² 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.

16. 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.
17. 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 Council³ as the sole relevant local authority.

Iwi authorities relevant to project

18. We consider the project site lies within the areas of interest of Ngāti Whātua o Kaipara, Te Kawerau ā Maki, Ngāi Tai ki Tāmaki, Te Ākitai Waiohua, Ngāti Maru (Hauraki), Ngāti Whātua, Ngāti Te Ata iwi and Marutūāhu Iwi Collective.
19. Not all of these iwi or groups are represented by an iwi authority and some are represented by more than one iwi authority.
20. 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. Ngā Maunga Whakahii o Kaipara Development Trust, representing Ngāti Whātua o Kaipara iwi
 - b. Te Kawerau Iwi Settlement Trust, representing Te Kawerau ā Maki iwi
 - c. Ngāi Tai ki Tāmaki Trust, representing Ngāi Tai ki Tāmaki iwi
 - d. Te Ākitai Waiohua Iwi Authority, representing Te Ākitai Waiohua iwi
 - e. Ngāti Maru Rūnanga Trust, representing Ngāti Maru (Hauraki) iwi
 - f. Te Rūnanga o Ngāti Whātua, representing Ngāti Whātua iwi
 - g. Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohua, representing Ngāti Te Ata iwi
21. We note in their invited comments, Auckland Council identified seven of the same relevant iwi authorities.

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

22. We note Auckland Council's databases indicate the project site lies in the interest area for Ngāti Manuhiri, Te Ahiwaru Waiohua (formerly Makarau Marae Māori Trust) and Ngāti Pāoa iwi 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.
23. We note in their invited comments, Auckland Council indicated in their standard resource consenting process for Stage 1, comments were also sought from: Ngāti Whātua Ōrakei and Ngātiwai. We recommend including the relevant representative bodies for each as 'other' parties which may have an interest.

³ Auckland Council is a Unitary local authority with regional and local government responsibilities.

Treaty settlements and Treaty settlement entities

24. 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.
25. 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.
26. The project site falls within the area of interest covered by Treaty settlements with the following iwi:
 - a. Ngāti Whātua o Kaipara – settlement act
 - b. Te Kawerau ā Maki – settlement act
 - c. Ngāi Tai ki Tāmaki – settlement act
 - d. Te Ākitai Waiohua – deed of settlement.
27. [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.
28. [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.
29. [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.
30. Te Ākitai Waiohua, Te Ākitai Waiohua Iwi Settlement Trust and the Crown signed a deed of settlement on 12 November 2021. Legislation has yet to be enacted. [Te Ākitai Waiohua deed of settlement documents](#) are accessible on the NZ Government Treaty settlements website.

Relevant Treaty settlement entities

Post-settlement governance entities

31. 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.
32. We have identified the following post-settlement governance entities associated with the Treaty settlements:
 - a. Ngā Maunga Whakahii o Kaipara Development Trust under the [Ngāti Whātua o Kaipara Claims Settlement Act 2013](#)
 - 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](#)

33. A post-settlement governance entity may exist ahead of finalisation of a deed of settlement and/or enactment of Treaty settlement legislation.
34. 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.
35. We note the Marutūāhu Iwi Collective (which comprises Ngāti Paoa, Ngāti Maru (Hauraki), Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri) and the Crown initialled a Collective Redress Deed on 27 July 2018. The Marutūāhu Iwi Collective area of interest⁴ covers parts of the Auckland, Waikato and Bay of Plenty regions including the project site.
36. The Marutūāhu Rōpū Limited Partnership was established to receive the collective commercial redress provided in the Marutūāhu Iwi Collective Redress Deed, and therefore meets the definition of a post-settlement governance entity under the FTCA. The Marutūāhu Iwi Collective Redress Deed also provides for establishment of Taonga o Marutūāhu Trustee Limited to receive the Marutūāhu Iwi collective cultural redress. This redress entity would also qualify as a post-settlement governance entity under the FTCA however it is yet to be established.
37. The cultural and commercial redress provided under the Marutūāhu Iwi Collective Redress Deed forms part of the individual settlements with each of the 5 iwi of the Collective. None of this redress, to be managed by the two redress entities identified (once the redress deed is signed and given effect through legislation), is affected by the project. We have not identified these redress entities as relevant Treaty settlement entities for the project.

Other bodies recognised or established under a Treaty settlement Act

38. 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.
39. 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 o Kaipara, Te Kawerau ā Maki, Ngāi Tai ki Tāmaki, and Te Ākitai Waiohū

Crown acknowledgements and apologies

40. 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.

⁴ The area of interest is shown on the map attached to the [Marutūāhu Collective Redress deed summary](#).

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

41. The Crown recognises that, from the signing of the [Treaty of Waitangi](#), Ngati 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.
42. The Crown deeply regrets that the benefits Ngati 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.
43. The Crown profoundly regrets and unreservedly apologises for its actions, which have resulted in the virtual landlessness of Ngati Whatua o Kaipara. This state of landlessness has had devastating consequences for the social, cultural, economic, spiritual and physical well-being of Ngati Whatua o Kaipara that continue to be felt today.
44. With this apology and settlement the Crown intends to improve and strengthen its historically close relationship with Ngati 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

45. 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.
46. 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.
47. 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

48. The Crown apologises to Ngāi Tai ki Tāmaki, to their tūpuna, and to their mokopuna.
49. 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.
50. 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 Te Ākitai Waiohū Treaty settlement

51. 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.
52. 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.
53. 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.
54. 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.

Resource management matters

55. 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

56. 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.
57. 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.
58. 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

59. 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.
60. We have identified Treaty settlement negotiations have commenced with Ngāti Maru (Hauraki). 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.
61. We have identified the recognised negotiation mandate relating to the project area for Ngāti Te Ata iwi.
62. 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

63. 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.
64. 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.
65. If you decide to refer the project, we have identified seven relevant iwi authorities and five relevant Treaty settlement entities who must receive notice of the decisions. Contact details are in Attachment 2.
66. We have identified seven 'other' parties who may have an interest in the project, for receipt of the notice of decisions if you decide to refer the project. Contact details are in Attachment 2.
67. There are no relevant joint management agreements or Mana Whakahono ā Rohe to consider.

Expert consenting panel membership and invitation to comment

68. 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.
69. 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.

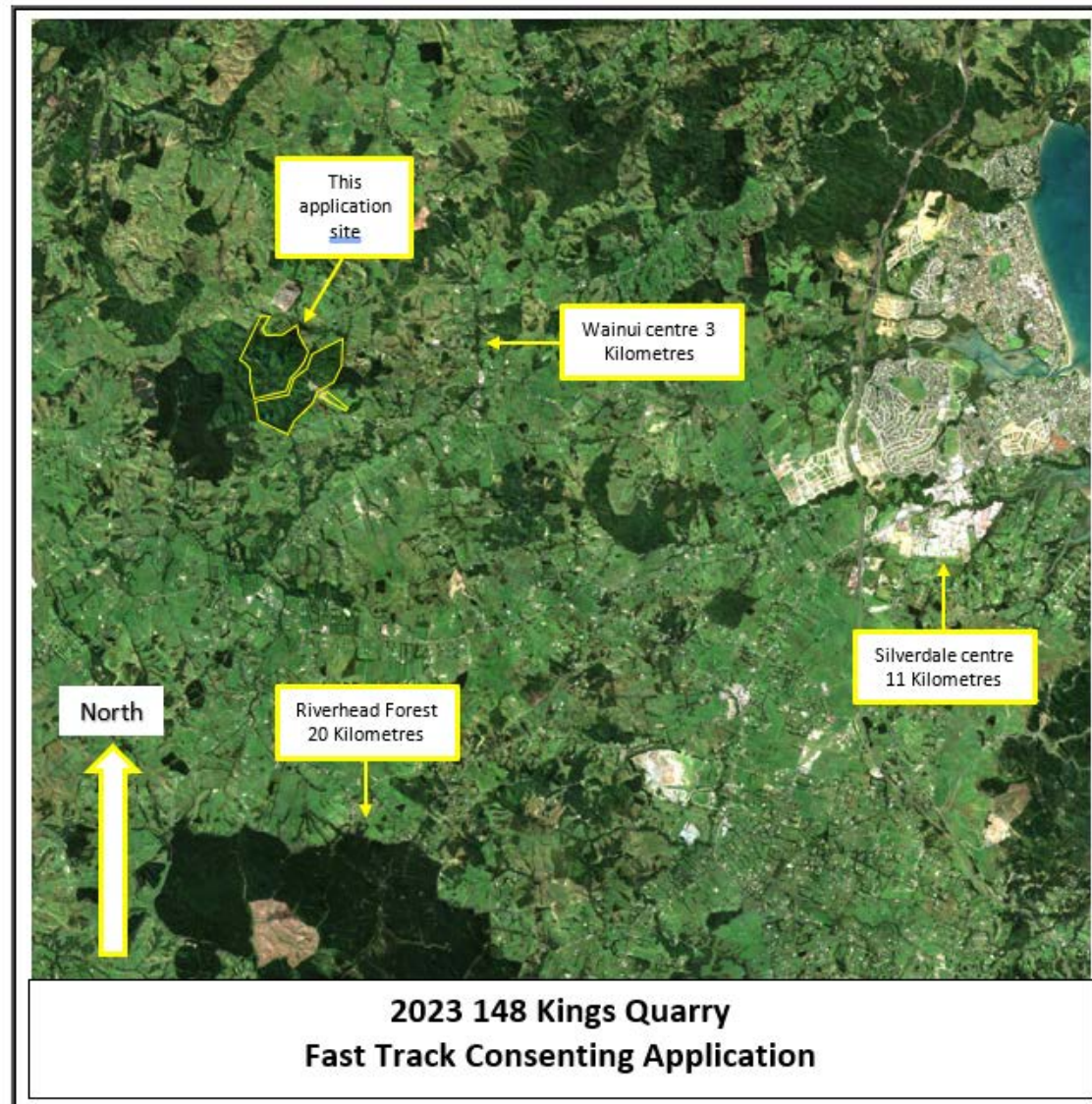
70. A panel must invite comments on a resource consent application or notice of requirement for a referred project from the parties listed in clause 17(6) of Schedule 6 of the FTCA. This includes:
- a. the relevant iwi authorities, including those identified in this report
 - b. a Treaty settlement entity 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).
71. If you decide to refer the project, we have identified seven relevant iwi authorities and five relevant Treaty settlement entities that a panel must invite to comment.
72. A panel may also invite comments from any other person it considers appropriate.
73. We have identified seven '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 party if you decide to refer the project.

Provision of cultural impact assessment

74. 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.⁵ 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.
75. 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.

⁵ 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 | Other Party | Contact person |
|----------------------|---|--|--------------------------------|-----------------------------------|-----------------------------------|---|
| Ngāti Whātua 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) |
| 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 | | Post-settlement governance entity | Chairperson: Karen Wilson tawia@teakitai.com |
| | | Te Ākitai Waiohū Settlement Trust | | | | |
| Ngāti Maru (Hauraki) | | 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 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) |
| 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) |
| Te Ahiwaru Waiohū | | Te Ahiwaru Trust (formerly Makaurau Marae Māori Trust) | | | Other party who may have interest | Kowhai Olsen s 9(2)(a) |
| Ngāti Manuhiri | | Ngāti Manuhiri Settlement Trust | | | Other party who may have interest | CEO: Nicola MacDonald info@ngatimanuhiri.iwi.nz cc: RMA Kaitiaki kaitiaki@ngatimanuhiri.iwi.nz |

| Iwi/hapū | Settlement documents / Status | Representative body | RMA relevant iwi authority | Treaty settlement entity (PSGE) | Other party | Contact person |
|---------------------|-------------------------------|-------------------------------------|----------------------------|---------------------------------|-----------------------------------|---|
| Ngāti Pāoa | | Ngāti Pāoa Iwi Trust | | | Other party who may have interest | Tumuaki (Chair): Tania Tarawa s 9(2)(a) |
| | | Ngāti Pāoa Trust Board | | | Other party who may have interest | Principal/RMA contact: Dave Roebeck nptb@ngatipaoatrustboard.co.nz |
| Ngāti Whātua Ōrakei | | Ngāti Whātua Ōrakei Trust Board | | | Other party who may have interest | CEO: Lisa Davis s 9(2)(a) |
| | | Ngāti Whātua Ōrakei Trustee Limited | | | Other party who may have interest | cc: RMA contact: Andrew Brown tokitaiao@ngatiwhatuaorakei.com |
| Ngātiwai | | Ngātiwai Trust | | | Other party who may have interest | CEO: Hūhana Lyndon ngatiwai@ngatiwai.iwi.nz cc: Kata Tamaki s 9(2)(a) |

Attachment 3 – Planned Layout

