

## Application 2023-156 Hobsonville Retirement Village Development 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: 2 June 2023	

### Ministry for the Environment contacts

Position	Name	Cell Phone	1 <sup>st</sup> 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 make any decision under section 24 of the FTCA regarding the application request to refer the Hobsonville Retirement Village Development Project (project) to an expert consenting panel (panel).

### Proposed project

3. The applicant (Kings Heights Group Limited) proposes to develop an approximately 4 hectare project area into a retirement village development located at 82 Hobsonville Road, West Harbour, Auckland region.
4. The retirement village will include approximately 354 residential units, including approximately 42 single storey villas, approximately 267 independent-living apartments in six buildings between four and six storeys in height with basement car parking, and 45 care units in one building of three storeys in height with basement car parking. The retirement village also includes an amenities building of two storeys in height and one basement level, containing a reception, health and well-being facilities, a pool and café. The project will include development of outdoor recreation areas, landscaping and planting, parking, a new access to Hobsonville Road and works to provide connections to three-waters services, including works within the Hobsonville Road and Westpoint Drive road reserves.
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	10
17(3)(b)	Treaty settlements that relate to the project area	5
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 Whātua (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	N/A – not in CMA

## Supporting information

### Project details

- The project site covers approximately 4 hectares of characteristically semi-rural land. The site has frontage and access will be gained from Hobsonville Road to the south.
- The project involves activities such as demolishing buildings, carrying out earthworks (including disturbing contaminated soils), vegetation clearance, diverting and placing structures within or over overland flow paths, discharging stormwater onto land or into water, constructing or installing infrastructure including roads, vehicle and pedestrian accessways, and infrastructure for three-waters services, landscaping and riparian planting.
- 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.<sup>1</sup>

## 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 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.
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

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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>

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 Council<sup>3</sup> as the sole relevant local authority.

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

18. We consider the project site lies within or very close to<sup>4</sup> the areas of interest of Ngāti Whātua Ōrākei, Ngāti Whātua o Kaipara, Te Kawerau ā Maki, Ngāti Tamaoho, Te Ākitai Waiohua, Ngāti Maru (Hauraki), Ngāti Tamaterā, Ngāti Hako, Ngāti Te Ata, Ngāti Whātua 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. Ngāti Whātua Ōrākei Trust Board, representing Ngāti Whātua Ōrākei 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. Ngāti Tamaoho Trust, representing Ngāti Tamaoho iwi
  - e. Te Ākitai Waiohua Iwi Authority, representing Te Ākitai Waiohua iwi
  - f. Ngāti Maru Rūnanga Trust, representing Ngāti Maru (Hauraki) iwi
  - g. Ngāti Tamaterā Treaty Settlement Trust, representing Ngāti Tamaterā iwi
  - h. Hako Tūpuna Trust, representing Ngāti Hako
  - 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
21. We note in their invited comments, Auckland Council identified 10 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 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 the FTCA – meaning it is not covered by notification requirements prescribed by the FTCA. We recommend including the Ngāti Koheriki Claims Committee as an 'other' party which may have an interest. We have also identified representative iwi authorities

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

<sup>4</sup> The project site drains to the nearby Waitemata Harbour, which is within the area of interest of Ngāi Tai ki Tāmaki and is covered by a statutory acknowledgement provided by the Ngāi Tai ki Tāmaki Treaty settlement.

for Ngāti Paoa and Ngāti Manuhiri as other parties who may have an interest in the project area.

## **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.
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 iwi:
  - a. Ngāti Whātua Ōrākei – settlement act
  - b. Ngāti Whātua o Kaipara – settlement act
  - c. Te Kawerau ā Maki – settlement act
  - d. Ngāti Tamaoho – settlement act
  - e. Te Ākitai Waiohūa – deed of settlement.
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 accessible on the NZ Government Treaty settlements website.
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 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. [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.
30. 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***

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. 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. 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](#)
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. Hako Tūpuna Trust was ratified as the post-settlement governance entity for Ngāti Hako on 26 August 2014
  - 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
  - d. Te Ākitai Waiohua Settlement Trust was ratified as the post-settlement governance entity for the Te Ākitai Waiohua Treaty settlement in June 2014. Te Ākitai Waiohua and the Crown signed a deed of settlement on 12 November 2021.
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 interest<sup>5</sup> 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.

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<sup>5</sup> The area of interest is shown on the map attached to the [Marutūāhu Collective Redress deed summary](#).

### ***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 Ōrākei, Ngāti Whātua o Kaipara, Te Kawerau ā Maki, Ngāti Tamaoho and Te Ākitai Waiohūa**

#### ***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.

### **Relevant principles and provisions of the Ngāti Whātua Ōrākei Treaty settlement**

41. 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.
42. 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.
43. 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**

44. 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.
45. 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.
46. 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.
47. 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**

48. 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.
49. 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.
50. 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 Ngāti Tamaoho Treaty settlement**

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

56. 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.

57. The Crown is profoundly sorry for the manner in which it conducted purchases of Te Ākitai Waiohūa land, and for the tens of thousands of acres of land it took as ‘surplus’ from transactions between Te Ākitai Waiohūa and private settlers. The Crown recognises that Te Ākitai Waiohūa welcomed Pākehā into their rohe, seeking friendly and cooperative relations with settlers and the Crown, and that the willingness of Te Ākitai Waiohūa to participate in land transactions contributed significantly to the development of the city of Auckland.
58. The Crown repaid this manaakitanga by treating members of Te Ākitai Waiohūa 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 Waiohūa.
59. The cumulative effect of the Crown’s purchasing and confiscations have left Te Ākitai Waiohūa virtually landless. The Crown apologises that its actions have not only separated Te Ākitai Waiohūa from their wāhi tapu, but also hindered the socio-economic development of their people and the ability of Te Ākitai Waiohūa to grow as an iwi. The Crown hopes that this settlement marks the beginning of a new relationship with Te Ākitai Waiohūa, 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**

60. 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 and Te Ākitai Waiohūa 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).*

#### *Te Ākitai Waiohūa*

*Te Ākitai Waiohūa 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 Waiohua 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 Waiohua 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.*

61. 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 Waiohua Treaty settlements.
62. Te Kawerau ā Maki iwi and Te Ākitai Waiohua 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.
63. 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**

64. 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**

65. 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.
66. 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.
67. 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**

68. 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.
69. 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.

70. We have identified the recognised negotiation mandate relating to the project area for Ngāti Te Ata and Ngāti Koheriki.
71. 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.
72. The Treaty settlement negotiation mandate of Ngāti Koheriki Claims Committee gained Crown recognition in June 2013. Negotiations have yet to commence, but the Crown has not withdrawn its recognition of the mandate. Ngāti Koheriki have 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**

73. 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.
74. 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.
75. We have identified 10 relevant iwi authorities and 8 relevant Treaty settlement entities who must receive notice of the decisions if you decide to refer the project. Contact details are in Attachment 2.
76. We have identified four 'other' parties 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.
77. There are no relevant joint management agreements or Mana Whakahono ā Rohe to consider.

### **Expert consenting panel membership and invitation to comment**

78. 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.
79. 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.
80. 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).
81. We have identified 10 relevant iwi authorities and 8 relevant Treaty settlement entities that a panel must invite to comment if you decide to refer the project.
82. A panel may also invite comments from any other person it considers appropriate.
83. We have identified four '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 this party if you decide to refer the project.

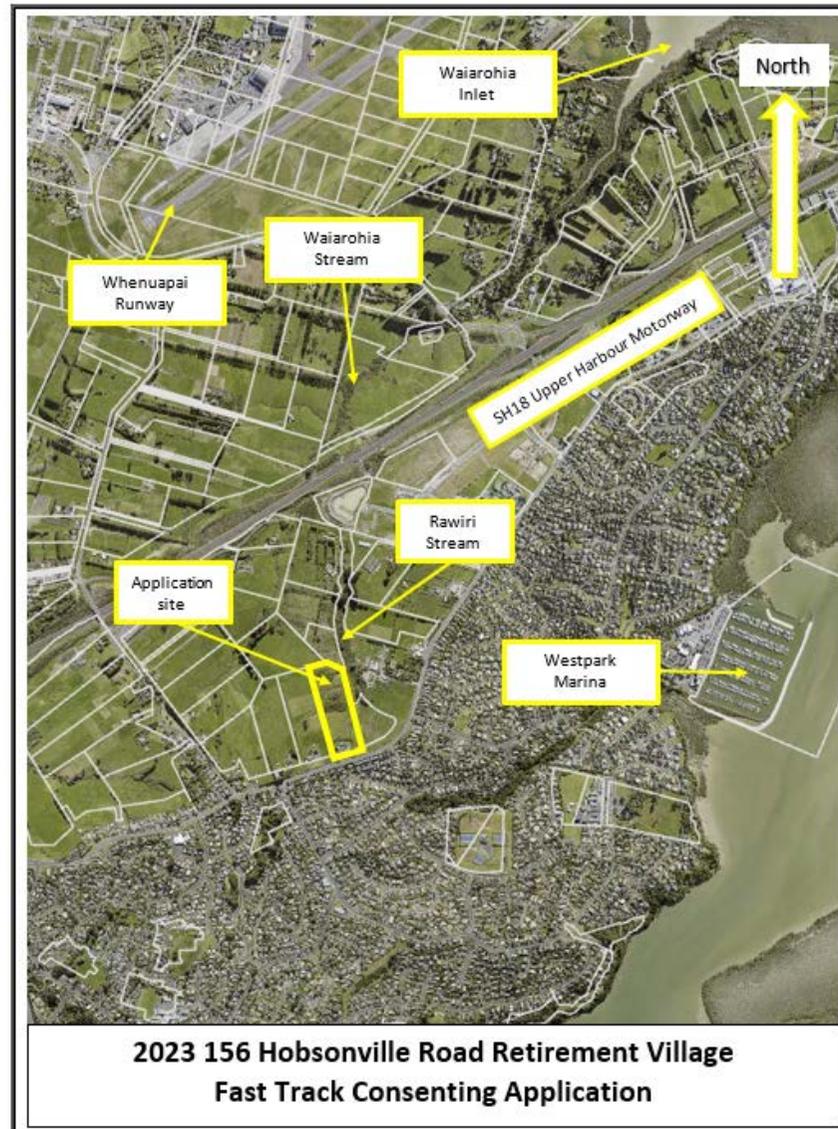
### **Provision of cultural impact assessment**

84. 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>
85. 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.
86. 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.

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

## Attachment 1 – Project Location



## Attachment 2 – Contact information

Iwi/hapū	Settlement documents / Status	Representative body	RMA relevant iwi authority	Treaty settlement entity	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 cc: RMA contact - Lucie Rutherford rmaofficer@tamaoho.maori.nz
		Ngāti Tamaoho Settlement Trust		Post-settlement governance entity		
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@ngatimaruiwi.nz
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 Hako		Hako Tūpuna Trust	Iwi authority for RMA purposes	Post-settlement governance entity		CEO & RMA Contact: Pauline Clarkin hako@xtra.co.nz
Ngāti Te Ata		Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohū	Iwi authority for RMA purposes			Manager: Karl Flavell 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)
Ngāti Manuhiri		Ngāti Manuhiri Settlement Trust			Other party may have an interest	CEO: Nicola MacDonald cc: Kaiarahi Taiao – Te Ao Rosieur kaitiaki@ngatimanuhiri.iwi.nz

Iwi/hapū	Settlement documents / Status	Representative body	RMA relevant iwi authority	Treaty settlement entity	Other party	Contact person
Ngāti Paoa		Ngāti Paoa Iwi Trust			Other party may have an interest	Tumuaki (Chair): Tania Tarawa s 9(2)(a)
		Ngāti Paoa Trust Board			Other party may have an interest	Principal/RMA contact: Dave Roebeck <a href="mailto:nptb@ngatipaoatrustboard.co.nz">nptb@ngatipaoatrustboard.co.nz</a>
Ngāti Koheriki		Ngāti Koheriki Claims Committee			Other party may have an interest	Chair: Joe Johnson s 9(2)(a) cc: Kiwi Johnson s 9(2)(a)



### Attachment 3 – Perspective

