

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

### Application 2023-160 Te Puru Business Park Project

To:	Required action:
<b>Hon David Parker, Minister for the Environment</b>	Consider this report prior to making a decision under section 24 of the FTCA
Date submitted: 12 June 2023	

### Ministry for the Environment contacts

Position	Name	Cell Phone	1 <sup>st</sup> Contact
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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 make any decision under section 24 of the FTCA regarding the application request to refer the Te Puru Business Park Project (project) to an expert consenting panel (panel).

### Proposed project

3. The applicant (Knight Investments Limited) proposes to develop an approximately 12 hectare project area into a light industrial business park development located at 867 and 885 Whitford-Maraetai Road, Whitford, Auckland region.
4. The project will include constructing yards, buildings for light industrial purposes, a private road, access, parking, three-waters infrastructure including a wastewater treatment facility, and landscaping including planting. The project also includes associated works to construct a new roundabout on Whitford-Maraetai Road and upgrade of Maraetai-Whitford Road reserve.
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	11	Refer relevant sections below. Contact details are in Attachment 2
17(3)(b)	Treaty settlements that relate to the project area	5	
17(3)(a)	Relevant Treaty settlement entities	9	
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		
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) Ngaati Whanaunga (Ngaati Whanaunga Ruunanga Trust) 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	N/A – not in CMA	

## Supporting information

### Project details

- The project site covers approximately 12 hectares of characteristically rural land. The site has frontage and access will be gained from Whitford-Maraetai Road to the west.
- The project involves activities such as carrying out earthworks including filling the quarry pit, discharging stormwater onto land, diverting a stream, diverting and building over an overland flow path, constructing or installing infrastructure including roads, vehicle and pedestrian accessways, and infrastructure for three-waters services including a wastewater treatment plant, landscaping and restoring wetlands.
- 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 Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Te Patukirikiri, Ngāti Pāoa, Te Ākitai Waiohua, Ngaati Whanaunga, Ngāti Maru (Hauraki), Ngāti Tamaterā, Ngāti Hako, Waikato-Tainui iwi and Tāmaki 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. Ngāi Tai ki Tāmaki Trust, representing Ngāi Tai ki Tāmaki iwi
  - b. Ngāti Tamaoho Trust, representing Ngāti Tamaoho iwi
  - c. Te Patukirikiri Iwi Trust, representing Te Patukirikiri iwi
  - d. Ngāti Pāoa Iwi Trust and Ngāti Pāoa Trust Board, representing Ngāti Pāoa iwi
  - e. Te Ākitai Waiohua Iwi Authority, representing Te Ākitai Waiohua iwi
  - f. Ngaati Whanaunga Incorporated Society, representing Ngaati Whanaunga iwi
  - g. Ngāti Maru Rūnanga Trust, representing Ngāti Maru (Hauraki) iwi
  - h. Ngāti Tamaterā Treaty Settlement Trust, representing Ngāti Tamaterā iwi
  - i. Hako Tūpuna Trust, representing Ngāti Hako
  - j. Te Whakakitenga o Waikato, representing Waikato Tainui iwi
21. We note in their invited comments, Auckland Council identified eight of the same relevant iwi authorities, and two which we have identified may have an interest, addressed below.

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

22. We note and have identified from the database sources that the representative iwi authorities for Ngāti Ata and Te Ahiwaru Waiohua may have an interest. We recommend including each as 'other' parties which may have an interest in the project area.

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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 Waitematā 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.

23. 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.

### **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:
- Ngāi Tai ki Tāmaki – settlement act
  - Ngāti Tamaoho – settlement act
  - Te Patukirikiri – deed of settlement
  - Ngāti Pāoa – deed of settlement
  - Te Ākitai Waiohū – deed of settlement
  - Tāmaki Collective – collective redress act.
27. [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.
28. [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.
29. 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.
30. 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.
31. 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](#) are accessible on the NZ Government Treaty settlements website.
32. 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***

33. 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.
34. We have identified the following post-settlement governance entities associated with the Treaty settlements:
  - a. Ngāi Tai ki Tāmaki Trust under the [Ngāi Tai ki Tāmaki Claims Settlement Act 2018](#)
  - b. Ngāti Tamaoho Settlement Trust under the [Ngāti Tamaoho Claims Settlement Act 2018](#)
  - c. 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)
  - d. 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.
35. A post-settlement governance entity may exist ahead of finalisation of a deed of settlement and/or enactment of Treaty settlement legislation.
36. 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 Ngāti 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.
37. 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.
38. 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.
39. 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***

- 40. 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.
- 41. No such entity established by the Claims Settlement Act noted above is relevant to the proposed project.
- 42. 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.

**Relevant principles and provisions of the Treaty settlements for:**

**Ngāi ki Tāmaki, Ngāti Tamaoho, Te Patukirikiri, Ngāti Pāoa and Te Ākitai Waiohū**

***Crown acknowledgements and apologies***

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

43. 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 Ngāi Tai ki Tāmaki Treaty settlement**

44. The Crown apologises to Ngāi Tai ki Tāmaki, to their tūpuna, and to their mokopuna.
45. 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.
46. 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**

47. The Crown apologises to the iwi of Ngāti Tamaoho, to their tūpuna and to their mokopuna.
48. 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.
49. 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.
50. 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.
51. 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**

52. 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
53. 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.
  54. 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.
  55. 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.
  56. 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.
  57. 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 Pāoa Treaty settlement**

58. 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.
59. 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.

60. 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.
61. 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.
62. 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.
63. 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**

64. 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.
65. 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.
66. 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.
67. The cumulative effect of the Crown’s purchasing and confiscations have left Te Ākitai Waiohū virtually landless. The Crown apologises that its actions have not only separated Te Ākitai Waiohū from their wāhi tapu, but also hindered the socio-economic development of their people and the ability of Te Ākitai Waiohū to grow as an iwi. The Crown hopes that this settlement marks the beginning of a new relationship with Te Ākitai Waiohū, one based on partnership, trust, and mutual respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

### **Cultural redress of the Treaty settlements**

68. 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 Ngāi Tai ki Tāmaki and Te Ākitai Waiohūa iwi:

*Ngāi Tai ki Tāmaki*

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

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

*Te Ākitai 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 Waiohūa 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 Waiohūa 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.*

69. The Crown's formal acknowledgement of these statements of association are recognised in the coastal statutory acknowledgement over specified areas in the Ngāi Tai ki Tāmaki and Te Ākitai Waiohūa Treaty settlements.
70. Ngāi Tai ki Tāmaki iwi and Te Ākitai Waiohūa 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.
71. 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***

72. 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***

73. 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.
74. 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.
75. 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.

### **Tāmaki Collective Redress Act**

76. 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.
77. 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.
78. The closest Tūpuna Maunga to the project site is Ōhūiarangi/Pigeon Mountain located 9.84 kilometres to the west. We consider it unlikely that the project site will directly affect this, or any other Tūpuna Maunga.
79. 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>6</sup>, and second rights to purchase deferred selection properties not selected or acquired by iwi/hapū under their individual settlements.
80. 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.

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

81. 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.
82. We have identified Treaty settlement negotiations have commenced with Ngāti Maru (Hauraki), Ngāti Tamaterā, Ngaati Whanaunga and Ngāti Hako. In addition, the Crown is negotiating a settlement of remaining historical Treaty claims with the mandated

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<sup>6</sup> Part 3 of [Attachments to Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed](#).

Waikato-Tainui negotiator, Rahui Papa on behalf of Waikato-Tainui. The project site lies within the areas of interest for each of these settlement negotiations.

83. We have identified the recognised negotiation mandate relating to the project area for Ngāti Koheriki.
84. 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**

85. 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.
86. 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.
87. We have identified 11 relevant iwi authorities and 9 relevant Treaty settlement entities who must receive notice of the decisions if you decide to refer the project. Contact details are in Attachment 2.
88. We have identified two '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.
89. There are no relevant joint management agreements or Mana Whakahono ā Rohe to consider.

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

90. 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.
91. 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.
92. 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).
- 93. We have identified 11 relevant iwi authorities and 9 relevant Treaty settlement entities that a panel must invite to comment if you decide to refer the project.
- 94. A panel may also invite comments from any other person it considers appropriate.
- 95. We have identified two '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.

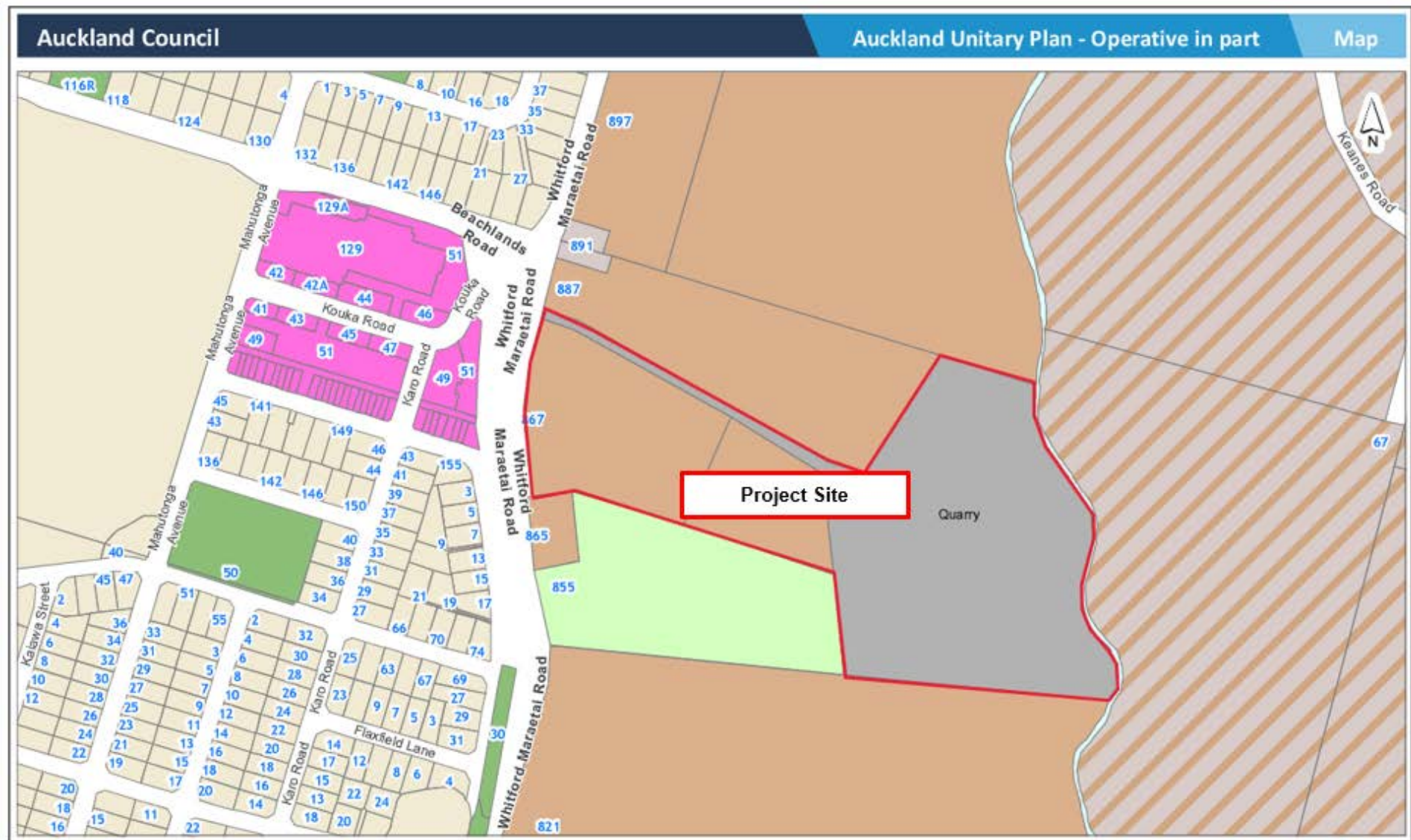
### **Provision of cultural impact assessment**

- 96. 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>7</sup>
- 97. 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.
- 98. 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>7</sup> Clause 9(5), 13(1)(k) and 13(1)(l) of Schedule 6 of the FTCA.

## Attachment 1 – Project Location

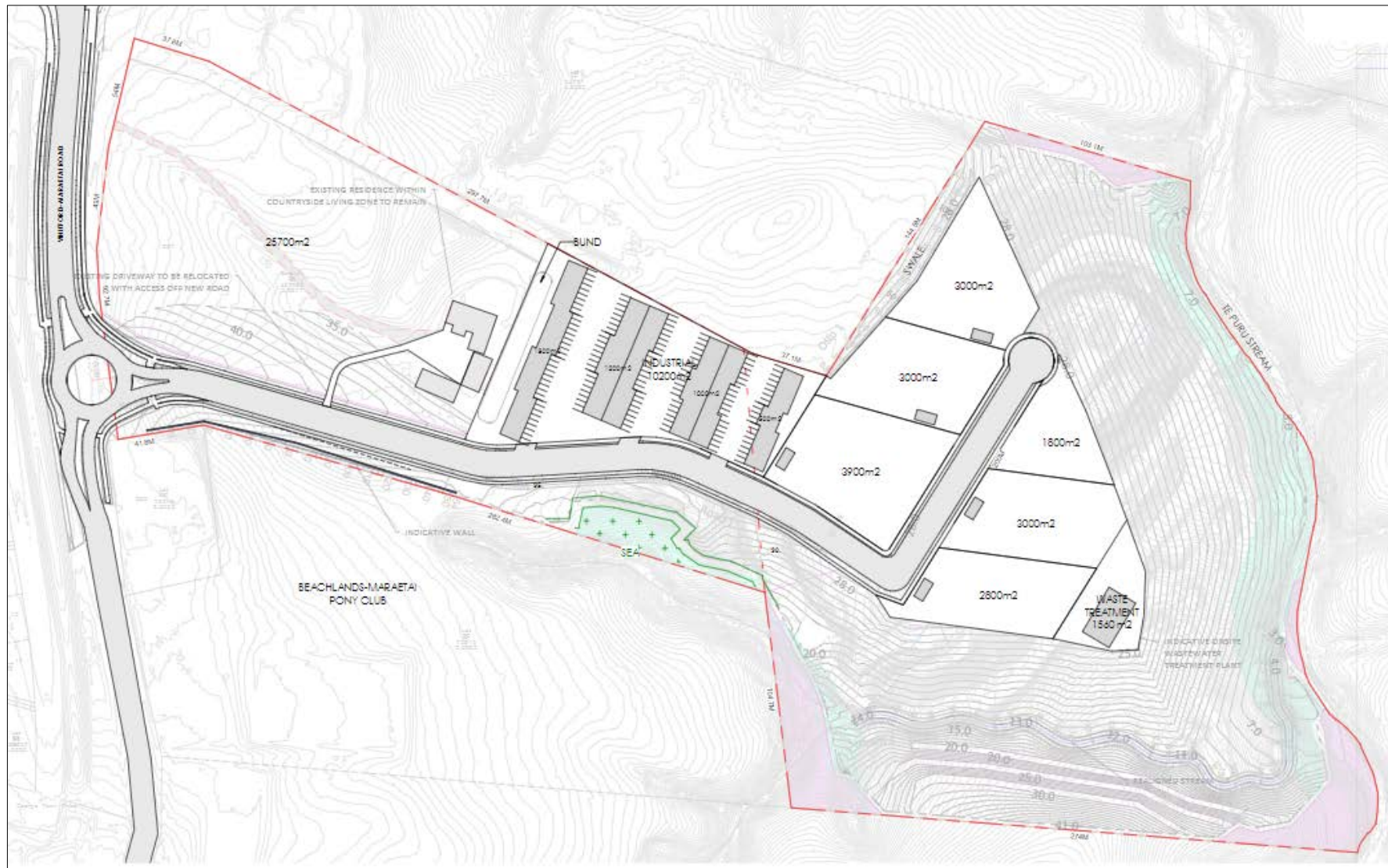


## Attachment 2 – Contact information

Iwi/hapū	Settlement documents / Status	Representative body	RMA relevant iwi authority	Treaty settlement entity	Other party	Contact person
Ngāti Tamaoho	Ngāti Tamaoho Claims Settlement Act 2018	Ngāti Tamaoho Trust	Iwi authority for RMA purposes			CEO: Geneva Harrison cc: RMA contact - Lucie Rutherford <a href="mailto:rmaofficer@tamaoho.maori.nz">rmaofficer@tamaoho.maori.nz</a>
		Ngāti Tamaoho Settlement Trust		Post-settlement governance entity		
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 <a href="mailto:admin@ngaitaitamaki.iwi.nz">admin@ngaitaitamaki.iwi.nz</a> cc: RMA contact - Jacquie Lindsay s 9(2)(a)
Te Patukirikiri	Deed of settlement signed 7 Oct 2018	Te Patukirikiri Iwi Trust	Iwi authority for RMA purposes	Post-settlement governance entity		CEO/RMA contact: William Peters s 9(2)(a)
Ngati Paoa	Deed of settlement signed 20 Mar 2021	Ngāti Paoa Iwi Trust	Iwi authority for RMA purposes			Tumuaki (Chair): Tania Tarawa s 9(2)(a)
		Ngāti Paoa Trust Board	Iwi authority for RMA purposes	Post-settlement governance entity		Principal/RMA contact: Dave Roebeck <a href="mailto:nptb@ngatipaoatrustboard.co.nz">nptb@ngatipaoatrustboard.co.nz</a>
Te Ākitai Waiohū	Deed of settlement signed 12 Nov 2021	Te Ākitai Waiohū Iwi Authority	Iwi authority for RMA purposes			Chairperson: Karen Wilson <a href="mailto:tawia@teakitai.com">tawia@teakitai.com</a>
		Te Ākitai Waiohū Settlement Trust		Post-settlement governance entity		
Ngaati Whanaunga	Deed of settlement initialled 25 Aug 2017	Ngaati Whanaunga Incorporated Society	Iwi authority for RMA purposes			GM: Boni Renata s 9(2)(a)
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 <a href="mailto:office@ngatimaruiwi.nz">office@ngatimaruiwi.nz</a>
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 <a href="mailto:hako@xtra.co.nz">hako@xtra.co.nz</a>
Waikato-Tainui		Te Whakakitenga o Waikato Incorporated	Iwi authority for RMA purposes	Post-settlement governance entity		CEO: Donna Flavell <a href="mailto:secretariat@tainui.co.nz">secretariat@tainui.co.nz</a>
Ngāti Te Ata		Te Ara Rangatu o Te Iwi o Ngāti Te Ata Waiohū			Other party may have an interest	Manager: Karl Flavell s 9(2)(a)
Ngāti Koheriki		Ngāti Koheriki Claims Committee			Mandate recognised by the Crown for Treaty settlement negotiations	Chair: Joe Johnson s 9(2)(a) cc: Kiwi Johnson s 9(2)(a)



## Attachment 3 – Planned Layout



## Attachment 3 – Perspective

### PERSPECTIVE FROM NORTH

ARTIST IMPRESSION

