Ministry for the Environment
Manatū Mō Te Taiao

Fast-track Approvals Act 2024 – Treaty settlements and other obligations (Section 18) report

Project Name: FTAA-2507-1085 Takitimu North Link - Stage 2

To:	Date:
Panel Convener, Jane Borthwick	19 September 2025

Number of attachments: 4	Attachments: 1. Provisions of section 18 of the Fast-track Approvals Act 2024 2. Project location maps 3. List of relevant Māori groups 4. Provisions in the Relationship Agreement between Ngāti Hinerangi and Department of Conservation regarding Statutory Authorisations and Consultation

Ministry for the Environment contacts:

Position	Name	Cell phone	1st contact
Principal Author	Julian Jackson		
Manager, Fast-track Operations	Stephanie Frame	[redacted]	✓
General Manager, Investment Strategy & Operations	Ilana Miller	[redacted]	

Key points

1. As required by section 49 of the Fast-track Approvals Act 2024 (the Act), the Ministry for the Environment (on behalf of the Secretary for the Environment) has prepared this report on Treaty settlements and other obligations (section 18 of the Act) in relation to the substantive application FTAA-2507-1085 Takitimu North Link – Stage 2.
2. The applicant, the New Zealand Transport Agency (NZTA), proposes to construct a four-lane, median-divided highway to replace the existing State Highway 2 corridor between Te Puna and Ōmokoroa, including altering the existing designation. The land within the designation in which the works are proposed is owned by the Crown and multiple private landowners, including Māori land significantly affected by the project. In addition to the designation alteration, NZTA is seeking a range of resource consents under the Resource Management Act 1991 (RMA) as well approvals under the Wildlife Act 1953, Heritage New Zealand Pouhere Taonga Act 2014, and Freshwater Fisheries Regulations 1983.
3. Section 18(2) of the Act requires that the report provide a list of relevant Māori groups, including relevant iwi authorities and Treaty settlement entities. There are a significant

number of groups relevant to the project area, including applicant groups under the Marine and Coastal Area (Takutai Moana) Act 2011 (MACA), which we have listed at **Attachment 3**.

4. There are three Treaty settlement Acts (Ngāti Pūkenga Claims Settlement Act 2017, Ngāti Hinerangi Claims Settlement Act 2021, Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025), and two signed deeds of settlement (Ngāi Te Rangi and Ngā Pōtiki, and Tauranga Moana Iwi Collective) relevant to the project area.
5. The Ngāti Hinerangi deed of settlement includes a relationship agreement with the Department of Conservation (DoC) that sets out procedures for working together on statutory authorisations and principles to be followed by DoC when consulting Ngāti Hinerangi. The panel may wish to consider the procedures set out in this relationship agreement to inform its consultation with regard to its consideration of the Wildlife Act 1953 approval. Conservation relationship agreements with other relevant Treaty settlement entities are less specific or are subject to enactment of the Tauranga Moana Iwi Collective redress legislation.
6. The Tauranga Moana Framework, provided for in the Tauranga Moana Iwi Collective deed, includes several procedural arrangements regarding resource consent applications – such as information sharing, the appointment of hearing commissioners, and having regard to the Ngā Tai ki Mauao framework document – which would be relevant to the panel's consideration of this application if the collective legislation had been enacted. Nevertheless, in accordance with section 7 of the Act, it would be appropriate for the panel to consider how it might act consistently with the intent of the Tauranga Moana Framework redress, acknowledging that the settlement legislation that would bring these arrangements into force is yet to be enacted.

Signature

Suzanne Doig
Acting General Manager – Investment Strategy & Operations

Introduction

7. For a substantive application that relates to a listed project, under section 49 of the Act, the Environmental Protection Authority (EPA) must request a report from the responsible agency (Secretary for the Environment) that is prepared in accordance with sections 18(2) and 18(3)(a) of the Act (but does not contain the matters in section 18(2)(l) and (m)).
8. The information which must be provided in this report includes:
    a. relevant iwi authorities, Treaty settlement entities, applicant groups under the MACA, and other Māori groups with interests in the project area; and
    b. relevant principles and provisions in Treaty settlements and other arrangements.
9. This report is structured accordingly. We have provided a list of the relevant provisions of section 18 at **Attachment 1**.

Proposed project

10. The applicant, NZTA, proposes to construct a four-lane, median-divided highway to replace the existing State Highway 2 corridor between Te Puna and Ōmokoroa, including altering the existing designation. The project is an extension of Stage 1 between Tauranga and Te Puna and will include overbridges for local traffic at Plummers Point Road/Barrett Road and at Snodgrass Road/Te Puna Quarry Road, a grade separated interchange at SH2/Ōmokoroa Road, four million cubic metres of earthworks, and 33 hectares of ecological restoration. The land within the designation in which the works are proposed is owned by the Crown, Western Bay District Council and multiple private owners, including Māori land significantly affected by the project.
11. The applicant is seeking a range of resource consents under the RMA including for earthworks, vegetation clearance, contaminated land disturbance, damming or diversion of water, use of beds of rivers, discharges to air, land and/or water, and other matters, and approval to alter existing Designations D203 and D181. Approvals are also being sought under the Wildlife Act 1953, Heritage New Zealand Pouhere Taonga Act 2014, and Freshwater Fisheries Regulations 1983.
12. We have provided location maps at **Attachment 2**.

Relevant iwi authorities, Treaty settlement entities, and other Māori groups

13. We note that some entities identified below may be included in more than one category. We have included a composite list of all groups at **Attachment 3**, including contact details.[1]

Iwi authorities

14. We consider the following groups to be the relevant iwi authorities for the project area:
    a. Te Puāwaitanga o Ngāti Hinerangi Trust, representing Ngāti Hinerangi;
    b. Ngā Hapū o Ngāti Ranginui Settlement Trust, representing Ngā Hapū o Ngāti Ranginui;
    c. Ngāti Tamaterā Settlement Trust, representing Ngāti Tamaterā;

[1] These are the contact details we could locate in the time available, and in some cases they will be the generic email address for the entity.

d. Ngāti Maru Rūnanga Trust, representing Ngāti Maru;

e. Ngāti Tumutumu Trust, representing Ngāti Rāhiri Tumutumu;

f. Hako Tūpuna Trust, representing Ngāti Hako;

g. Ngāti Ranginui Iwi Society Incorporated, representing Ngāti Ranginui;

h. Ngāti Pūkenga Iwi ki Tauranga Trust, representing Ngāti Pūkenga; and

i. Te Rūnanga o Ngāi Te Rangi Iwi Trust, representing Ngāi Te Rangi.

Treaty settlement entities

15. Under section 4(1) of the Act, "Treaty settlement entity" means any of the following:

(a) a post-settlement governance entity (PSGE):

(b) a board, trust, committee, authority, or other body, incorporated or unincorporated, that is recognised in or established under any Treaty settlement Act:

(c) an entity or a person that is authorised by a Treaty settlement Act to act for a natural resource feature with legal personhood:

(d) Te Ohu Kai Moana or a mandated iwi organisation (as those terms are defined in section 5(1) of the Maori Fisheries Act 2004):

(e) an iwi aquaculture organisation (as defined in section 4 of the Maori Commercial Aquaculture Claims Settlement Act 2004).

16. We have identified the following relevant Treaty settlement entities for this project area:

a. Te Tāwharau o Ngāti Pūkenga, representing Ngāti Pūkenga, as PSGE for Ngāti Pūkenga Claims Settlement Act 2017;

b. Te Puāwaitanga o Ngāti Hinerangi Trust, representing Ngāti Hinerangi, as PSGE for Ngāti Hinerangi Claims Settlement Act 2021;

c. Ngā Hapū o Ngāti Ranginui Settlement Trust, representing Ngā Hapū o Ngāti Ranginui, as PSGE for Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025;

d. Ngāti Pūkenga Iwi ki Tauranga Trust, mandated iwi organisation/aquaculture organisation for Ngāti Pūkenga;

e. Te Rūnanga o Ngāi Te Rangi Iwi Trust, mandated iwi organisation/aquaculture organisation for Ngāti Te Rangi; and

f. Ngāti Ranginui Fisheries Trust, mandated iwi organisation/aquaculture organisation for Ngāti Ranginui;

17. A PSGE may be established ahead of finalising a deed of settlement and/or enactment of Treaty settlement legislation. The following PSGEs in this category are also relevant:

a. Ngāi Te Rangi Settlement Trust, representing Ngāi Te Rangi, PSGE for deed recording on-account arrangements signed 10 April 2014 and deed of settlement signed 14 December 2013;

b. Tauranga Moana Iwi Collective Limited Partnership, representing Tauranga Moana Iwi Collective (Ngāti Pukenga, Ngā Hapū o Ngāti Ranginui, Ngāi Te Rangi), as PSGE for collective deed signed 21 January 2015.

c. Ngāti Maru Rūnanga Trust, representing Ngāti Maru (Hauraki), PSGE for deed recording on-account arrangements signed 30 June 2014, deed of settlement initialled 8 September 2017;

d. Ngāti Tamaterā Settlement Trust, representing Ngāti Tamaterā, as PSGE for deed recording on-account arrangements signed 30 June 2014, deed of settlement initialled 20 September 2017;

e. Hako Tūpuna Trust, PSGE representing Ngāti Hako, as PSGE for deed recording on-account arrangements signed 30 June 2014, agreement in principle signed 22 July 2011;

f. Ngāti Tumutumu Trust, representing Ngāti Rāhiri Tumutumu, as PSGE for deed of settlement initialled 13 July 2017; and

g. Taonga o Marutūāhu Trustee Limited/ Marutūāhu Rōpū Limited Partnership, representing Marutūāhu Collective, as PSGEs for collective redress deed initialled 27 July 2018.

Groups mandated to negotiate Treaty settlements

18. The PSGEs listed at paragraph 17 have recognised mandates to negotiate a Treaty settlement over an area which may include the project area.

Takutai Moana groups and ngā hapū o Ngāti Porou

19. Parts of the project area appear to be within the marine and coastal area. At the time of writing, there are no groups with court orders or agreements that recognise protected customary rights (PCR) or customary marine title (CMT) within the project area under MACA. The following applicant groups are seeking recognition of CMT or PCR within the project area, under MACA:

    a. MAC-01-05-006 / CIV-2017-485-244 – Ngā Hapū o Ngāi Te Rangi;

    b. MAC-01-05-016 / CIV-2017-485-294 – Ngā Hapū o Ngāti Ranginui Settlement Trust;

    c. MAC-01-03-006 – Ngāti Maru;

    d. MAC-01-05-015/CIV-2017-485-250 – PCR – Ngāti Pukenga;

    e. MAC-01-03-011 – Ngāti Tamaterā;

    f. MAC-01-05-024/CIV-2017-485-355 – Te Whanau a Mokomoko;

    g. MAC-01-05-025 – Waaka and Holloway Whanau; and

    h. MAC-01-03-001 – Hauraki Māori Trust Board.

20. The project area is not within ngā rohe moana o ngā hapū o Ngāti Porou as set out in the Ngā Rohe Moana o Ngā Hapū o Ngāti Porou Act 2019.

Iwi or hapū whose practices are recognised under the Fisheries Act 1996 through regulation or bylaws

21. The project area is adjacent to, or within, an area subject to regulations for customary food-gathering made under Part 9 of the Fisheries At 1996. Pursuant to Regulation 9 of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, the Fisheries (Kaimoana Customary Fishing) Notice (No. 14) 2011 provides for management of customary food-gathering within an area/rohe moana by the appointed tangata kaitiaki/tiaki. The following

are the tangata whenua of the rohe moana who nominate the tangata kaitiaki/tiaki, represented by Tauranga Moana Iwi Customary Fisheries Trust:

a. Ngāi Te Rangi;

b. Ngāti Ranginui; and

c. Ngāti Pukenga.

22. The project area does not include a taiāpure-local fisheries area or mātaitai reserve.

Owners of identified Māori land where electricity infrastructure or land transport infrastructure is proposed

23. Under section 18(2)(i) of the Act, this report must identify whether the project involves an activity that could be the subject of a determination under section 23 (and, if so, who the owners of the land are). Section 23 of the Act provides that, in making a decision on a referral application under section 21, the Minister for Infrastructure may determine that, for the purposes of the project, an activity described in section 5(1)(a) is not an ineligible activity if it:

    a. is the construction of electricity lines or land transport infrastructure by (or to be operated by) a network utility operator that is a requiring authority; and

    b. would occur on identified Māori land that is Māori freehold land or General land owned by Māori that was previously Māori freehold land.

24. Section 39 provides for the Minister to make such a determination in relation to a listed project or referred project. The applicant has sought, and the Minister for Infrastructure has determined, that under section 39 of the Act the proposed linear infrastructure on Māori land is not an ineligible activity.

25. The owners of the Māori land (Lot 1 DPS 12236, 10 Albert Lane, Whakamarama) are Ernest Rodney Nicholas, Mark Anthony Nicholas, Patrick Lyall Nicholas, and Taaringaroa Albert William Nicholas.

26. The Land is General land that was previously Māori freehold land. The applicant advises the Land was confiscated from the whānau by the Crown in the 19th century and purchased back by the Nicholas whānau in 1964. The Land is of very high cultural significance representing a link between past, current and future generations of the whānau and tupuna whenua, between the whānau and the nearby Tawhitinui marae and wider hapū and including wāhi tapu sites. Negotiations on potential permanent acquisition, appropriate mitigation and compensation for the impacts of the Project on the land are ongoing with the whānau. NZTA has not received written agreement from the whānau to undertake the relevant activities on the Land, however, in the case of ongoing disagreement, Public Works Act provisions would apply.

Iwi authorities and groups representing hapū who are party to relevant Mana Whakahono ā Rohe or joint management agreements

27. If the project area is within the boundaries of either a Mana Whakahono ā Rohe or joint management agreement, and the application includes a proposed RMA approval described in section 42(4)(a) to (d) (resource consent, certificate of compliance, or designation), we are required to identify the relevant iwi authority/group that represent hapū that are parties to these arrangements.

28. We have not identified any Mana Whakahono ā Rohe or joint management agreements that are relevant to the project area, and accordingly there are no parties to these arrangements to identify.

Any other Māori groups with relevant interests

29. We have identified the following groups as other groups which may have relevant interests in the project area:
    a. Pirirākau Incorporated Society;
    b. Ngāti Taka; and
    c. Hauraki Māori Trust Board

Relevant principles and provisions in Treaty settlements and other arrangements

Treaty settlements

30. Under section 4(1) of the Act, a Treaty settlement includes both a Treaty settlement Act and a Treaty settlement deed which is signed by both the Crown and representatives of a group of Māori.
31. The following Treaty settlements relate to land, species of plants or animals, or other resources within the project area:
    a. Ngāti Pūkenga Claims Settlement Act 2017;
    b. Ngāti Hinerangi Claims Settlement Act 2021;
    c. Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025;
    d. Ngāi Te Rangi Settlement Trust deed of settlement signed 14 December 2013; and
    e. Tauranga Moana Iwi Collective deed signed 21 January 2015;

Relevant principles and provisions

32. Section 7 of the Act requires all persons exercising powers and functions under the Act to act in a manner consistent with Treaty settlements. The relevant principles and provisions for each of these settlements are set out below.

Crown acknowledgements and apologies

33. The Crown offers acknowledgements and an apology to relevant groups as part of Treaty settlement redress to atone for historical wrongs that breached te Tiriti o Waitangi/the Treaty of Waitangi, to restore honour, and begin the process of healing.
34. As part of its apologies to Ngāti Pukenga, Ngāti Hinerangi, Ngā Hapū o Ngāti Ranginui, and Ngāi Te Rangi the Crown stated that it looked forward to building a new relationship with these groups based on co-operation, mutual trust, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The redress mechanisms provided for in Treaty settlements should be viewed in the context of these intentions.

35. With specific reference to Tauranga Moana, the Crown has also acknowledged:

    a. that Ngāti Pūkenga describe Tauranga Moana as a significant taonga, and that environmental degradation of the harbour and species within has been a source of distress for Ngāti Pūkenga;

    b. the significance of the land, forests, harbours and waterways of Tauranga Moana as a physical and spiritual resource for Ngāi Te Rangi;

    c. the loss of most of their coastal lands has reduced Ngāi Te Rangi's access to coastal urupā, kainga, food-gathering areas, and associated resources;

    d. the development of the Port of Tauranga, the disposing of sewerage and wastewater into the harbours and waterways of Tauranga Moana, and the construction of effluent ponds on Te Tahuna o Rangataua, have resulted in the environmental degradation of Tauranga Moana and reduction of biodiversity and food resources which remain a source of great distress to Ngāi Te Rangi;

    e. the significance of the land, forests, harbours and waterways of Tauranga Moana to the hapū of Ngāti Ranginui as a physical and spiritual resource over which Ngāti Ranginui hapū acted as kaitiaki; and

    f. that the development of the Port of Tauranga, and the disposing of sewerage and wastewater into the harbours and waterways of Tauranga Moana have resulted in environmental degradation of Tauranga Moana which remains a source of great distress to the hapū of Ngāti Ranginui.

Ngāti Hinerangi conservation relationship agreement

36. The Ngāti Hinerangi deed of settlement provides for a relationship agreement with DoC which applies to the project area. This relationship agreement enables Ngāti Hinerangi to identify categories of statutory authorisations that may have a significant impact on their spiritual, cultural or historic values.[2] Under the terms of the relationship agreement, statutory authorisations may include approvals under the Wildlife Act 1953, such as that sought by the applicant.[3]

37. For those significant categories of statutory authorisations to be identified by Ngāti Hinerangi, the relationship agreement provides that DoC and Ngāti Hinerangi will adopt a specified consultation process,[4] which can be summarised as:

    a. Ngāti Hinerangi and DoC identifying categories of statutory authorisations that may impact on the cultural, traditional and/or historic values of Ngāti Hinerangi. and these categories being reviewed on a continuing basis.

    b. DoC advising and encouraging all prospective applicants within the Ngāti Hinerangi Area of Interest to consult Ngāti Hinerangi before filing their application;

    c. DoC consulting Ngāti Hinerangi at an early stage on such categories of authorisations or renewal of authorisations within the Ngāti Hinerangi Area of Interest; and

    d. DoC notifying Ngāti Hinerangi at the earliest opportunity of the timeframes for providing advice on impacts on the cultural, spiritual and historic values of Ngāti Hinerangi.

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[2] Paragraphs 7.1, 7.2, and 7.3 of the Ngāti Hinerangi conservation relationship agreement refers.

[3] Paragraph 19.1 of the Ngāti Hinerangi conservation relationship agreement refers.

[4] Paragraph 18.1 of the Ngāti Hinerangi conservation relationship agreement refers.

38. We cannot confirm whether Ngāti Hinerangi have identified the categories of statutory authorisations that are of significance.

39. The Ngāti Hinerangi relationship agreement with DoC also provides for general principles to be followed by DoC when consulting Ngāti Hinerangi, including:

    a. ensuring consultation takes place as soon as reasonably practicable;

    b. providing Ngāti Hinerangi with sufficient information to make informed submissions;

    c. ensuring that sufficient time is given for the effective participation of Ngāti Hinerangi; and

    d. requiring the DoC to report back to Ngāti Hinerangi on decisions made.

40. The panel may wish to consider the procedures set out in the relationship agreement above to inform their consultation. We have included the relevant excerpts from the relationship agreement at **Attachment 4.**

Other conservation redress

41. The Ngāti Pūkenga deed of settlement includes provisions to agree on a conservation relationship agreement but the contents are not specified.[5] DoC advise that the relationship agreement has yet to be finalised, and discussions are currently focused on the Maunga Kāinga area of interest (an area surrounding Coromandel Harbour). The Ngāti Ranginui deed of settlement states that a relationship agreement with the Tauranga Moana Iwi Collective will be provided for through the collective deed, including how Ngā Hapū o Ngāti Ranginui and the Director-General of Conservation will engage on conservation matters. There will be no separate conservation relationship agreement directly with Ngāti Ranginui.

42. The Tauranga Moana Iwi Collective Deed includes a conservation relationship agreement, under the broader Te Kūpenga Framework with DoC. The agreement refers to engagement to be undertaken with Tauranga Moana Iwi by DoC when exercising its powers and functions, including under the Wildlife Act 1953. Apart from commitments to open communication and information sharing, there are no specific requirements regarding consultation on statutory authorisations. The relationship agreement itself has yet to be developed as the collective redress legislation has not been enacted.

Tauranga Moana Framework

43. The Tauranga Moana Iwi Collective deed provides for the Tauranga Moana Framework, which includes:

    a. the establishment of a statutory committee called the Tauranga Moana Governance Group; and

    b. the preparation, review, amendment and adoption of a Tauranga Moana framework document – Ngā Tai ki Mauao – which will identify the vision, objectives and desired outcomes for Tauranga Moana.

44. The purpose of the Tauranga Moana Governance Group is to provide leadership and strategic direction to restore, enhance and protect the health and wellbeing of Tauranga Moana (which includes the project area). The Group will achieve sustainable management of Tauranga Moana through the implementation of Ngā Tai ki Mauao and by providing for

[5] The deed of settlement signed in April 2013 initially stated that a conservation relationship agreement with the Tauranga Moana Iwi Collective would be provided for through the collective deed, but the fifth deed to amend (signed in August 2017) included a commitment to a relationship agreement directly with Ngāti Pūkenga.

participation by Tauranga Moana iwi and hapū in the management of Tauranga Moana. The Group will comprise equal numbers appointed by iwi and by local authorities/Minister for the Environment.

45. The Framework includes several procedural provisions of relevance to the application:

    a. copies of applications for resource consent for any activities referred to in sections 12, 13, 14, 15(1)(a) and (b), 15A and 15B of the RMA, in relation to waters within Tauranga Moana, must be provided to Tauranga Moana iwi and hapū within five working days of receipt by Bay of Plenty Regional Council;

    b. at least once every two years the Bay of Plenty Regional Council and the Tauranga Moana Governance Group must jointly establish a working party to develop/review criteria and policies for procedural matters related to resource consent applications;

    c. if a hearing is to be held under the RMA in relation to an application for a resource consent referred to in paragraph 45(a), the Bay of Plenty Regional Council must appoint at least one person from the register of hearing commissioners maintained by the Tauranga Moana Governance Group; and

    d. until such time as Ngā Tai ki Mauao has been recognised and provided for in the preparation, review, variation or change of the Bay of Plenty regional policy statement, a consent authority must have regard to the contents of Ngā Tai ki Mauao when making a decision on a resource consent which applies to Tauranga Moana.

46. While these provisions are contained in a signed deed of settlement, they are to be provided for though collective legislation, which has yet to be enacted.[6] Accordingly, the Tauranga Moana Governance Group has not been established and, as far as we are aware, Ngā Tai ki Mauao has not been developed.

47. Accordingly, the panel's obligations under clause 5 schedule 3 of the Act to comply with any relevant procedural requirements set out in a Treaty settlement Act do not apply in this instance, because the Tauranga Moana Framework provisions have yet to be enacted.

48. Section 82 of the Act requires that, if a Treaty settlement provides for the consideration of any document, then the panel must give the same or equivalent effect to that document in their decision-making. This would mean having regard to Ngā Tai ki Mauao in considering this application, as set out in paragraph 43(d).[7] Again, this is not possible if Ngā Tai ki Mauao has yet to be developed.

49. Notwithstanding this, the overarching provision at section 7 of the Act requires all persons performing and exercising functions, powers, and duties to act in a manner that is consistent with the obligations arising under existing Treaty settlements (where 'Treaty settlements' includes a signed Treaty settlement deed). Accordingly, it would be appropriate for the panel to consider how it might act consistently with the intent of the Tauranga Moana Framework redress, acknowledging that the settlement legislation which would bring these arrangements into force has yet to be enacted.

50. Finally, we also note that iwi and hapū are likely to have cultural associations with ancestral lands, water, sites, wāhi tapu, and other taonga beyond what is specifically identified in a

[6] The Tauranga Moana Framework provisions are included in the legislative matters schedule to the collective deed. The Tauranga Moana Iwi Collective Redress Bill currently before the House (awaiting second reading) does not include these provisions.

[7] This includes any statutory planning document amended as a consequence, which in this instance would mean the Bay of Plenty regional policy statement.

Treaty settlement or other arrangements. Local tangata whenua and their representatives would be best placed to advise on such matters in the first instance.

Maori Fisheries Act 2004

51. The Maori Fisheries Act 2004 provides a framework for the allocation and transfer of specified settlement assets to iwi, in the form of fisheries quota, and management of the remainder of those settlement assets. While Ngāti Pūkenga Iwi ki Tauranga Trust, Te Rūnanga o Ngāi Te Rangi Iwi Trust, Ngāti Ranginui Fisheries Trust and Hauraki Māori Trust Board hold fishing quota in the wider Quota Management Area, we consider the application is unlikely to affect these interests.

Maori Commercial Aquaculture Claims Settlement Act 2004

52. The Maori Commercial Aquaculture Claims Settlement Act 2004 provides for the settlement of Māori claims to commercial aquaculture through the allocation and management of aquaculture settlement assets. While Ngāti Pūkenga Iwi ki Tauranga Trust, Te Rūnanga o Ngāi Te Rangi Iwi Trust, Ngāti Ranginui Fisheries Trust, and Hauraki Māori Trust Board are iwi aquaculture organisations for the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004, the project area is not located within or close to an aquaculture settlement area established under section 12 of that legislation (or within an area reserved for aquaculture through an individual iwi settlement).

Customary Marine Title/Protected Customary Rights

53. As noted above, the project area is not within a CMT area, PCR area, or within or adjacent to ngā rohe moana o ngā hapū o Ngāti Porou.

54. However, as noted at paragraph 19, there are currently eight applicant groups seeking recognition of PCR and/or CMT over areas which include, or lie close to, the project area. Under section 53(2)(e) of the Act, the panel must invite comments from MACA applicants identified in this report. This will provide groups an opportunity to comment on the application and have their views taken into consideration by the panel.[8]

55. We note that if any of the CMT/PCR applications are ultimately successful, a number of rights would be conferred on the relevant applicants under MACA, including in relation to permission for certain resource consents.

Taiāpure-local fisheries/mātaitai reserves/areas subject to bylaws or regulations made under Part 9 of the Fisheries Act 1996

56. As noted above, the project area does not include a taiāpure-local fishery or mātaitai reserve. However, as noted at paragraph 21, the project area adjoins or is close to an area/rohe moana subject to regulations under Part 9 of the Fisheries Act 1996 for the management of customary food-gathering. The Fisheries (Kaimoana Customary Fishing) Notice (No.14) 2011 provides that the tangata kaitiaki/tiaki appointed for the area may authorise any individual to take fisheries resources, managed under the Fisheries Act 1996, for customary food-gathering purposes from within the whole or any part of the area/rohe moana.

[8] We note sections 62(2) and 62A MACA provide for CMT applicants to be notified of, and consulted on, applications for resource consents in that part of the common marine and coastal area where CMT is being sought.

57. Parts of the project adjoin the marine and coastal area, or encompass tidally influenced waterways, connecting with Te Awanui (Tauranga Harbour). For instance, the proposed new crossing over Te Puna Steam will be constructed in the tidal reach of this waterbody. While the application itself does not include the proposed taking of fisheries resources, it is possible that the project may affect the ability of tangata whenua to exercise customary food-gathering practices under the authority of the kaitiaki/tiaki. For example, sediment and other contaminants from the project area could have a negative effect on fisheries, habitats and water quality in the estuaries and tidally affected waterways within or downstream of the project area. Tangata whenua are best suited to inform the panel of these effects.

Mana Whakahono ā Rohe/Joint management agreement

58. As noted above, we have not identified any Mana Whakahono ā Rohe or joint management agreements that are relevant to the project area.

Consultation with departments

59. In preparing this report, we are required to consult relevant departments. We sought advice from Te Puni Kōkiri and The Office of Treaty Settlements and Takutai Moana – Te Tari Whakatau regarding the relevant Māori groups, and have incorporated their views into this report.

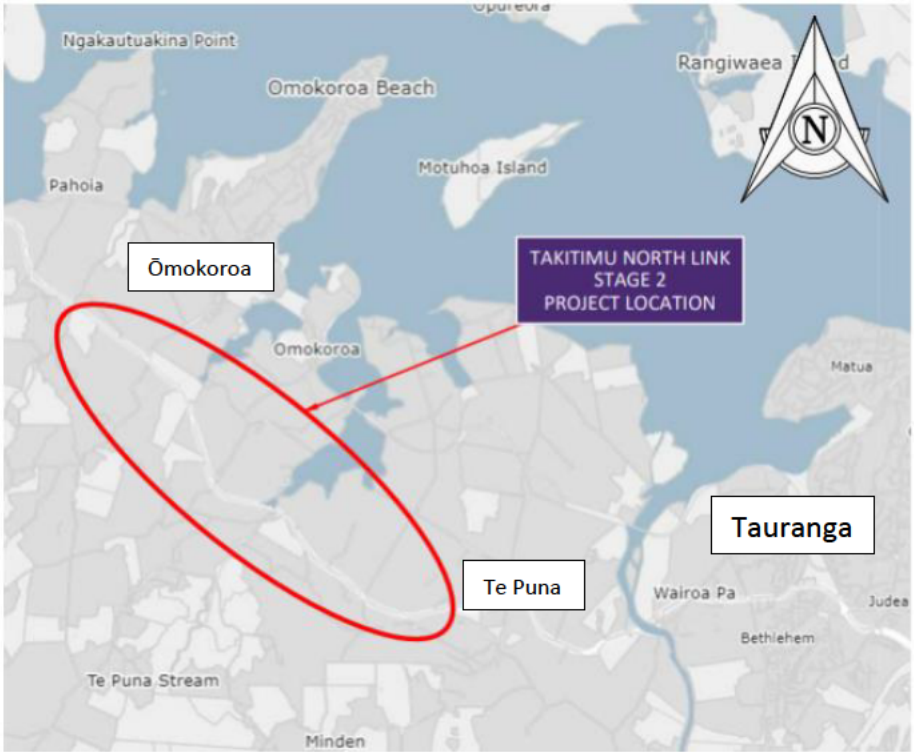
Attachment 1: Provisions of section 18 of the Fast-track Approvals Act 2024

Section	Information required	Paragraph reference in this report
18(1)	The Minister must, for a referral application, obtain and consider a report that is prepared by the responsible agency in accordance with this section.	Not applicable to substantive applications – s 18 report is required by s 49.
18(2)(a)	Any relevant iwi authorities and relevant Treaty settlement entities	14, 16, 17
18(2)(b)	Any Treaty settlements that relate to land, species of plants or animals, or other resources within the project area	31
18(2)(c)	The relevant principles and provisions in those Treaty settlements, including those that relate to the composition of a decision-making body for the purposes of the Resource Management Act 1991	32-51
18(2)(d)	Any recognised negotiation mandates for, or current negotiations for, Treaty settlements that relate to the project area.	18
18(2)(e)	Any court orders or agreements that recognise protected customary rights or customary marine title within the project area.	19, 52, 53, 54
18(2)(f)	Any applicant groups under the Marine and Coastal Area (Takutai Moana) Act 2011 that seek recognition of customary marine title or protected customary rights within the project area.	19, 53, 54
18(2)(g)	Whether the project area would be within or adjacent to, or the project would directly affect, ngā rohe moana o ngā hapū o Ngāti Porou (and, if so, the relevant provisions of the Ngā Rohe Moana o Ngā Hapū o Ngāti Porou Act 2019).	20, 52, 55, 56
18(2)(h)	Whether the project area includes any taiāpure-local fisheries, mātaitai reserves, or areas that are subject to bylaws or regulations made under Part 9 of the Fisheries Act 1996 (and, if so, who the tangata whenua are).	21, 22, 55, 56
18(2)(i)	Whether the project involves an activity that could be the subject of a determination under 23 (and, if so, who the owners of the land are).	23-26
18(2)(j)	If the proposed approvals include an approval described in any of section 42C(4)(a) to (d) (resource consent, certificate of compliance, or designation),	28, 57

	(i) iwi authorities and groups that represent hapū that are parties to any relevant Mana Whakahono ā Rohe or joint management agreements. (ii) The relevant principles and provisions in those Mana Whakahono ā Rohe and joint management agreements.	
18(2)(k)	Any other Māori groups with relevant interests.	29
18(2)(l)	A summary of— (i) comments received by the Minister after inviting comments from Māori groups under section 17(1)(d) and (e); (ii) any further information received by the Minister from those groups	Not applicable to substantive applications
18(2)(m)	The responsible agency's advice on whether, due to any of the matters identified in this section, it may be more appropriate to deal with the matters that would be authorised by the proposed approvals under another Act or Acts.	Not applicable to substantive applications
18(3)	In preparing the report required by this section, the responsible agency must— (a) consult relevant departments; and (b) provide a draft of the report to the Minister for Māori Development and the Minister for Māori Crown Relations: Te Arawhiti.	64 in relation to section 18(3)(a) Section 18(3)(b) not applicable to substantive applications
18(4)	Those Ministers must respond to the responsible agency within 10 working days after receiving the draft report	Not applicable to substantive applications

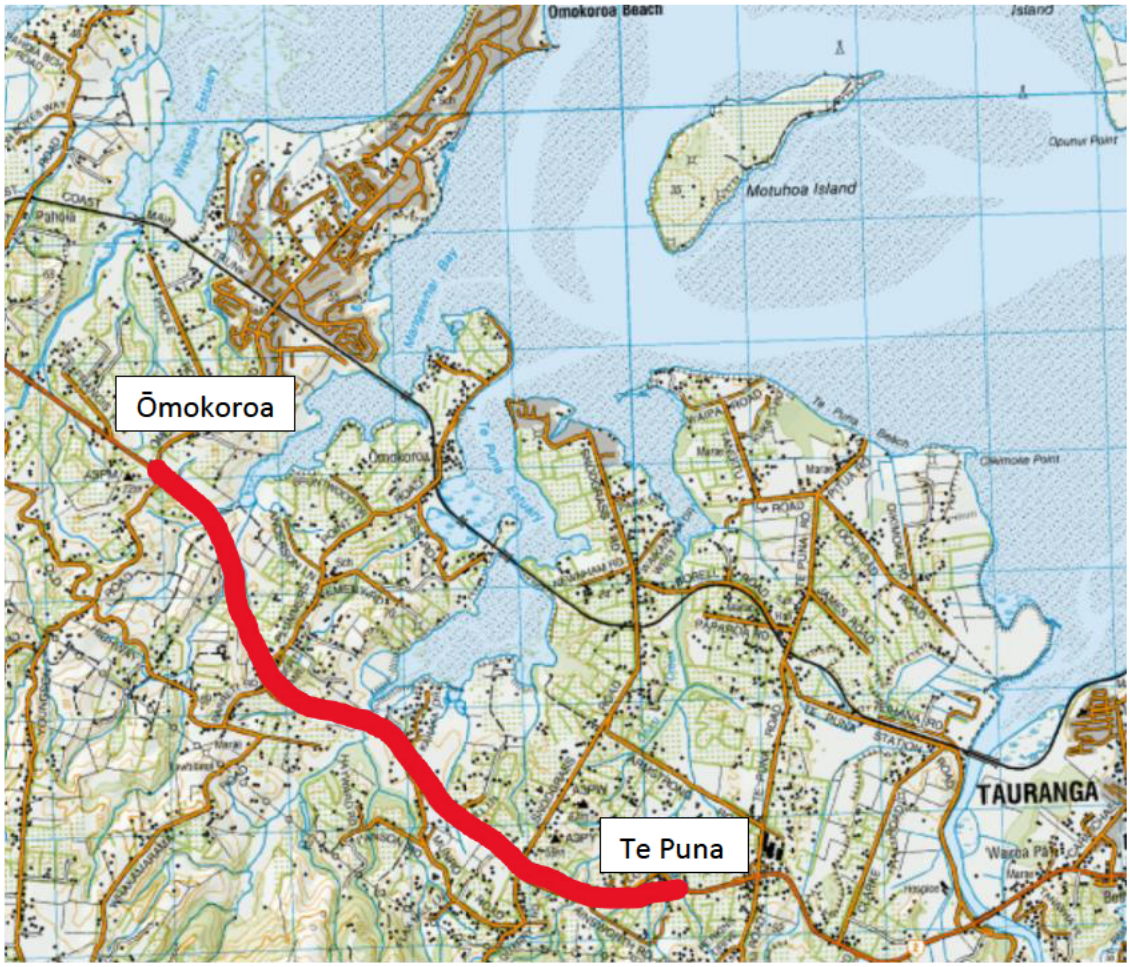
Attachment 2: Project location maps

Map 1. Location of Takitimu North link – Stage 2 project area



Map 2. Key project elements of Takitimu North Link – Stage 2

Map 3. Route of Takitimu North Link – Stage 2 project indicated by red marking below showing relationship of the project to Te Awanui (Tauranga Harbour).



Attachment 3: List of relevant Māori groups

Name of group	Type of group (section of Act)	Contact persons	Contact email
Ngāi Te Rangi Settlement Trust	Treaty settlement entity (s18(2)(a) – deed of settlement signed 14 December 2013; representing tangata whenua in relation to a customary fisheries area (s18(2)(h))	Charlie Tawhiao, Chair	[redacted]
Te Tāwharau o Ngāti Pūkenga	Treaty settlement entity (s18(2)(a) – Ngāti Pūkenga Claims Settlement Act 2017; representing tangata whenua in relation to a customary fisheries area (s18(2)(h))	Mark Scott, Chair	[redacted]
Ngā Hapū o Ngāti Ranginui Settlement Trust	Iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025; representing tangata whenua in relation to a customary fisheries area (s18(2)(h))	Te Pio Kawe, Chair	[redacted]
Te Puāwaitanga o Ngāti Hinerangi Trust	Iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – Ngāti Hinerangi Claims Settlement Act 2021	Tōmairangi Smith, Chair	[redacted]
Ngāti Tamaterā Settlement Trust	Iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d)) – deed of settlement initialled 8 September 2017	Michelle Wilson, CE	[redacted]

Ngāti Maru Rūnanga Trust	Iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d))	Waati Ngamane, Chair	[redacted]
Ngāti Tumutumu Trust	Iwi authority (s18(2)(a)), mandated entity (s18(2)(d)) – deed of settlement initialled 13 July 2017	Jill Taylor, General Manager	[redacted]
Hako Tūpuna Trust	Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d))	John Linstead	[redacted]
Taonga o Marutūāhu Trustee Limited/ Marutūāhu Rōpū Limited Partnership	Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d))	Paul Majurey, Chair	[redacted]
Tauranga Moana Iwi Collective Limited Partnership	Treaty settlement entity (s18(2)(a))		
Ngāti Ranginui Iwi Society Inc	Iwi authority (s18(2)(a))	Charlie Rahiri, Chair Terence Tata, Taiao Manager	[redacted]
Ngāti Pūkenga Iwi ki Tauranga Trust	Iwi authority (s18(2)(a)), Treaty settlement entity – MIO/IAO (s18(2)(a))	Kylie Smallman, Chair	[redacted]
Te Rūnanga o Ngāi Te Rangi Iwi Trust	Iwi authority (s18(2)(a)), Treaty settlement entity – MIO/IAO (s18(2)(a))	Charlie Tawhiao, Chair	[redacted]
Pirirākau Incorporated Society	Other Māori group with relevant interests (s18(2)(k))	Julie Shepherd, Senior Environmental Planner	[redacted]
Ngāti Taka	Other Māori group with relevant interests (s18(2)(k))	Jacqui Rolleston-Steed, Tutereinga representative	[redacted]
Hauraki Māori Trust Board	Treaty settlement entity – MIO/IAO	David Taipari, Chair	[redacted]

	(s18(2)(a)), other Māori group with relevant interests (s18(2)(k))		
Ngāti Ranginui Fisheries Trust	Treaty settlement entity – MIO/IAO (s18(2)(a))	Charlie Rahiri, Chair	[redacted]
MAC-01-05-006 / CIV-2017-485-244 – Ngā Hapū o Ngāi Te Rangi	MACA applicant (s18(2)(f))	Charlie Tawhiao, Chair	[redacted]
MAC-01-05-016 / CIV-2017-485-294 – Ngā Hapū o Ngāti Ranginui Settlement Trust	MACA applicant (s18(2)(f))	Te Pio Kawe, Chair	[redacted]
MAC-01-03-006 – Ngāti Maru	MACA applicant (s18(2)(f))	Paul Majurey	[redacted]
MAC-01-05-015/CIV-2017-485-250 – Ngati Pukenga, PCR	MACA applicant (s18(2)(f))	Kylie Smallman	[redacted]
MAC-01-03-011 – Ngāti Tamaterā	MACA applicant (s18(2)(f))	Michelle Wilson, CE	[redacted]
MAC-01-05-024/CIV-2017-485-355 – Te Whanau a Mokomoko	MACA applicant (s18(2)(f))	McCaw Lewis, Counsel	[redacted]
MAC-01-05-025 – Waaka and Holloway Whanau	MACA applicant (s18(2)(f))	Lance Waaka	[redacted]
MAC-01-03-001 – Hauraki Māori Trust Board	MACA applicant (s18(2)(f))	Terrence John McEnteer	[redacted]
Owners of Lot 1 DPS 12236, 10 Albert Lane, Whakamarama, Western Bay of Plenty.	Other Māori group with relevant interests (s18(2)(k))	Ernest Rodney Nicholas, Mark Anthony Nicholas, Patrick Lyall Nicholas, Taaringaroa Albert William Nicholas	

Attachment 4: Provisions in the Ngāti Hinerangi Relationship Agreement with the Department of Conservation regarding Statutory Authorisations and Consultation

7. STATUTORY AUTHORISATIONS

7.1 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the Ngāti Hinerangi Area of Interest.

7.2 As part of these strategic objectives, the Governance Entity and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional and / or historic values of Ngāti Hinerangi. These categories will be reviewed on a continuing basis. In the identified categories the Department will:

(a) advise and encourage all prospective applicants within the Ngāti Hinerangi Area of Interest to consult the Governance Entity before filing their application;

(b) consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the Ngāti Hinerangi Area of Interest.

7.3 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings referred to in paragraph 4.2) of the timeframes for providing advice on impacts on the cultural, spiritual and historic values of Ngāti Hinerangi.

18. CONSULTATION

18.1 Where consultation is required under this agreement, the Department will:

(a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;

(b) provide the Governance Entity with sufficient information and time to make informed comments and / or submissions in relation to any of the matters that are subject of the consultation;

(c) approach the consultation with an open mind and genuinely consider any views and / or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation;

(d) report back to the Governance Entity on any decision that is made.

19. DEFINITIONS

19.1 In this document:

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Governance Entity means the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, the Ngāti Hinerangi Post-Settlement Governance Entity;

Ngāti Hinerangi has the meaning set out in the Deed of Settlement;

Ngāti Hinerangi Area of Interest is as defined in the Deed of Settlement / described in Schedule 1;

Statutory Authorisation means an authorisation granted under the Conservation Legislation including a Concession granted under Part 3B of the Conservation Act 1987;

Website link:
Ngāti Hinerangi Deed of Settlement Schedule Documents Part 2