

Your Comment on the Takitimu North Link – Stage 2

If you wish to make comments on the application, please include all the contact details listed below with your comments and indicate whether you can receive further communications from us by email to substantive@fastrack.govt.nz.

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| 1. Contact Details | | | |
| Please ensure that you have authority to comment on the application on behalf of those named on this form. | | | |
| Organisation name (if relevant) | Pirirākau Tribal Authority Incorporated | | Pirirākau Post Settlement Governance Entity (PSGE) |
| First name | Jason | | Ngawa |
| Last name | Ake | | Hall |
| Postal address | C/- Pirirākau Hauora 3 Lochhead Road, RD6 Te Puna 3176 | | |
| Mobile phone (Jason Ake) | [REDACTED] | | Mobile phone (Ngawa Hall) [REDACTED] |
| Email (a valid email address enables us to communicate efficiently with you) | Jason Ake: [REDACTED] Ngawa Hall: [REDACTED] | | |

| | | | |
|---|--|--------------------------|--|
| 2. We will email you draft conditions of consent for your comment | | | |
| <input checked="" type="checkbox"/> | I can receive emails and my email address is correct | <input type="checkbox"/> | I cannot receive emails and my postal address is correct |

Thank you for your comments

Pirirākau Submission to the Expert Panel

Takitimu North Link – Stage 2 (TNL2)

FTAA-2507-1085

Submitted on behalf of:

Pirirākau Tribal Authority Incorporated

Pirirākau Post Settlement Governance Entity (PSGE)

To:

Expert Panel – Takitimu North Link Stage 2

Mary Hill (Chair)

Juliane Chetham

Euan Williams

Date: 9 December, 2025



1. Purpose of Submission

- 1.1. This submission is made on behalf of Pirirākau Tribal Authority Incorporated in respect of the Takitimu North Link – Stage 2 (TNL2) fast-track application.
- 1.2. The submission responds specifically to, and seeks to inform the Panel’s consideration of, the following statutory instruments and supporting documents:
 - The proposed designation conditions.
 - The proposed resource consent conditions (including contamination).
 - The proposed archaeological authority conditions; and
 - The proposed wildlife approval conditions
 - The Draft Archaeological Management Plan.
 - The Draft Lizard Management Plan.
 - Pirirākau Cultural Impact Assessment (CIA, July 2025)¹;
 - The Pirirākau–Waka Kotahi Cultural Mitigation Package currently in development; and
 - The Pirirākau–Waka Kotahi Relationship Agreement finalised as of 20 October 2025.
- 1.3. The submission focuses on the cultural, Treaty, statutory and governance implementation implications of the project for Pirirākau as mana whenua.

For clarity, all references in this submission to “management plans”, “cultural mitigation”, “governance arrangements” and “certification processes” are to be read as referring to the instruments listed in Section 1.2 of this submission, including the Draft Archaeological Management Plan, Draft Lizard Management Plan, the Pirirākau Cultural Impact Assessment (July 2025), the Pirirākau–Waka Kotahi Mitigation Package, and the Pirirākau–Waka Kotahi Relationship Agreement.

2. Pirirākau Status and Statutory Position

- 2.1. Pirirākau is the recognised mana whenua authority for the TNL2 corridor within its customary rohe. This position is affirmed through:
 - The Ngā Hapū ō Ngāti Ranginui Deed of Settlement.

¹ Appendix 9.4.7 - CONFIDENTIAL to EPA Cultural Impact Assessment by Pirirākau - Takitimu North Link Stage 2 (Noting a redacted version of Pirirākau’s CIA was also made available to the EPA for public availability but is not provided in the current list of Attachments within the Substantive application)

- Section 7 of the Fast-track Approvals Act 2024 (FTAA); and
 - Longstanding engagement with Waka Kotahi across TNL Stages 1 and 2.
- 2.2.** Pirirākau Cultural Impact Assessment (CIA, July 2025) establishes clear cultural bottom lines, including that:
- Pirirākau mana whenua status is non-negotiable.
 - Cultural mitigation must go beyond technical compliance and deliver outcomes that restore mana, uphold tikanga, and protect the integrity of the cultural landscape.
 - Archaeological and wildlife authorities must be co-designed and co-governed with Pirirākau where impacts are unavoidable.
- 2.3.** Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025 and the Ngā Hapū o Ngāti Ranginui Deed of Settlement must be upheld in their entirety.
- The NHoNR Deed of Settlement, signed with the Crown, represents a legally binding recognition of the historical grievances and enduring rights of affiliated hapū, including Pirirākau. This settlement affirms the mana Motuhake of Pirirākau and the Crown's obligations to uphold a respectful, reciprocal, and enduring relationship.
 - In the context of the TNL2, the Treaty settlement imposes specific obligations on the Crown and its agencies, including NZTA, under section 7 of the FTAA. These obligations include acting consistently with the settlement's provisions, particularly where statutory acknowledgements, cultural redress areas, and mana whenua interests intersect with infrastructure development.
 - The settlement reinforces the authority of Pirirākau to exercise kaitiakitanga and rangatiratanga over their ancestral lands and waters. It also requires that decision-makers not only avoid adverse effects on cultural values but actively support cultural revitalisation, environmental restoration, and the transmission of knowledge between generations.
 - The Pirirākau CIA assesses the TNL2 project through a Treaty-consistent lens. It identifies areas where the project must align with the settlement's intent and obligations, particularly in relation to collaborative decision-making, cultural monitoring, heritage protection, and mana-enhancing engagement. This ensures that the relationship between Pirirākau and the Crown is not diminished but upheld and strengthened throughout the project lifecycle
- 2.4.** Pirirākau would like to draw the Panel's attention to the following sections of the Deed of Settlement documents of particular relevance to the TNL2 application:
- Whakaaetanga Tiaki Taonga (replacing 'Taonga tūturu protocol' under the Ngāti Ranginui Deed of Settlement, Third Deed to Amend Deed of Settlement, 20 June 2024. Schedule 2 – Whakaaetanga Tiaki Taonga sets out the Relationship Agreement between the Culture and Heritage agencies and Ngā Hapū o Ngāti Ranginui Settlement Trust. The parties include:
 - the Department of Internal Affairs,
 - Heritage New Zealand Pouhere Taonga,
 - Manatū Taonga - Ministry for Cultural and Heritage, and
 - Museum of New Zealand Te Papa Tongarewa.

- Specifically, Schedule 2 - Whakaaetanga Tiaki Taonga sets out the relationship, purpose and workplans for each group.
- Relationship agreements with other government agencies, including but not limited to, the Ministry for the Environment and Minister for Conservation, (sections 5.5-5.12 of the Deed of Settlement dated 21 June 2012, some of which may yet to be finalised.
- Deed of Settlement Attachments: Attachment 1A which sets out Ngā Hapū o Ngāti Ranginui Significant Maunga and Awa within the Ngāti Ranginui area of interest. Several of which are identified as being within the Project Area.

3. Pirirākau Foundation Position

3.1. Pirirākau is mana whenua and kaitiaki within the rohe affected by TNL2. Our position is grounded in:

- The Pirirākau CIA and associated Mitigation Package.
- The Waka Kotahi–Pirirākau Relationship Agreement.
- The formal apology issued by Waka Kotahi following Stage 1; and
- Pirirākau post-settlement status and autonomous customary authority within our rohe.

3.2. Pirirākau acknowledges that Ngāti Taka is also recognised as a relevant hapū in this process. However, the hapū are distinct entities with their own mana Motuhake, rohe interests and governance structures. For areas within the Pirirākau rohe, Pirirākau expects that:

- Mitigation, compensation and cultural governance arrangements are agreed directly with Pirirākau; and
- Ngāti Taka may contribute narrative and localised cultural nuance where appropriate, without compromising Pirirākau primary authority.

3.3. Pirirākau does not oppose the project in principle, provided that:

- Treaty settlement arrangements are upheld.
- Mana whenua authority is recognised in practice, not only in wording.
- The CIA and all recommendations included in it are considered in full by the Panel and included in their decision on the TNL2 application.
- Cultural, environmental, social and economic effects are properly mitigated, compensated where appropriate, and embedded in enforceable conditions (to be co-developed with Pirirākau where they relate to effects on Pirirākau and to Pirirākau areas of expertise).
- Conditions include that all Management Plans are co-developed with Pirirākau.
- The destruction of specified sites is appropriately mitigated, as set out in the CIA, including site U14/1284 (within the traditional Pirirākau area known as Haumu); and
- Whanau directly affected by the project are compensated by the transfer of surplus designated land, as set out in the CIA.

4. Position on the Two Lodged Management Plans

4.1. Only two draft management plans have been lodged with the FTAA application:

- Draft Archaeological Management Plan (AMP).
- Draft Lizard Management Plan (LMP).

- 4.2. Pirirākau acknowledges receipt of both plans. However, Pirirākau is not satisfied that either plan currently gives proper effect to the CIA or reflects the mitigation expectations set out in Section 7 of the CIA.
- 4.3. Pirirākau overarching concern is that the current plans remain framed primarily as technical compliance tools rather than instruments of hapū-led cultural governance.

5. Overarching Co-Design and Decision Authority Concerns

- 5.1. Both the AMP and LMP remain framed primarily as contractor-led technical instruments, rather than hapū-led cultural governance documents. This creates risk that:
 - Cultural mitigation becomes procedural rather than substantive.
 - Tikanga-based decision authority is diluted during implementation.
 - Crown obligations under Treaty settlement legislation are subordinated to delivery timelines.
- 5.2. Pirirākau seeks that the Panel require the following high-level outcomes:
 - All cultural mitigation outcomes are to be co-designed with Pirirākau at governance level and remain Crown obligations, not matters to be delegated solely through contractor processes.
 - Decision authority on tikanga-critical matters to remain with Pirirākau and the Crown.
 - Certification thresholds that cannot be met without written Pirirākau endorsement.

6. Archaeological Management Plan – Koiwi, Authority and Stage 1 Harm

- 6.1. Pirirākau raised concerns regarding archaeological impacts well before lodgement of the draft AMP. These concerns remain unresolved.
- 6.2. In particular: The plan does not yet reflect the unresolved harm associated with the Stage 1
 - a) Te Mete Road koiwi disturbance, including the absence of:
 - A formally agreed re-interment location endorsed by Pirirākau; and
 - A permanent memorial acknowledging the waahi of original discovery.
 - b) Stronger tikanga-driven protocols are required for:
 - Koiwi discovery and reinterment.
 - Kaumātua leadership in decision-making.
 - Archaeological authority governance (not just monitoring).
- 6.3. From Pirirākau perspective, the AMP does not yet demonstrate that Stage 1 failures will not be repeated under Stage 2.

7. Lizard Management Plan – Taonga Species and Wildlife Authority

- 7.1. Pirirākau acknowledges the ecological intent of the draft LMP. However:
 - Cultural relationships to taonga species are not yet adequately embedded.
 - Cultural relocation protocols are not clearly governed by Pirirākau tikanga.
 - Cultural monitoring is referenced, but hapū authority over outcomes is not explicit.
- 7.2. Under the Pirirākau CIA:
 - Taonga species relocation is subject to co-design, not consultation only.
 - Wildlife Act approvals must be culturally governed as well as ecologically justified.

8. Relationship Between the CIA, Management Plans and Mitigation Agreement

8.1. The CIA is the primary cultural framework for assessing effects and shaping mitigation.

8.2. The Mitigation Agreement currently in development between Pirirākau and Waka Kotahi is intended to:

- Consolidate cultural, environmental, social and economic mitigation.
- Give practical effect to CIA commitments.
- Provide the governance bridge between consent conditions and on-the-ground delivery.

8.3 Final certification of the AMP and LMP must be aligned with the Mitigation Agreement and must not be treated as standalone technical instruments.

9. Contractor-Drafted Future Plans – Structural Risk

9.1. Pirirākau is concerned by advice that a major contractor will be responsible for drafting future management plans.

9.2. This presents unacceptable risk because:

- It distances the Crown from direct accountability for mitigation delivery.
- It removes Pirirākau from early design authority.
- It mirrors the very mechanism that caused harm during TNL Stage 1.

9.3 Mitigation agreements must be entered directly with Waka Kotahi, not deferred to contractors; and must not be transferred, novated, or diluted through downstream construction contracts without Pirirākau written consent.

10. Time Required for Proper Review

10.1. Pirirākau reiterates its request for a minimum of four (4) weeks / 20 working days to review and provide formal written feedback on the two lodged management plans before any final certification.

10.2. This timeframe is required to:

- Fulfil tikanga-based due diligence.
- Engage kaumātua and specialist advisors properly.
- Cross-reference the CIA and Mitigation framework.
- Avoid replicating failures of Stage 1.

11. Scope and Intent of These Comments

11.1. These comments respond to the Panel's invitation and focus on the proposed conditions and management plan framework.

11.2. Pirirākau does not set out every detailed technical concern at this stage. Instead, this submission:

- Identifies process and structural issues that must be addressed through conditions; and
- Signals that more detailed plan-specific commentary will follow during certification processes.

11.3 The key message is that conditions must create space, time and authority for Pirirākau to meaningfully influence all relevant plans.

12. Overarching Concerns with the Conditions Framework

12.1. Pirirākau has diminished confidence that the current framework will deliver fair and durable outcomes due to:

- FTAA timing pressures during national reform.
- The limited number of lodged plans.
- Heavy reliance on future contractor-led plans.
- Deemed certification mechanisms without sufficient hapū safeguards.

12.2. Without strengthening, the framework risks locking in a contractor-led regime and leaving unresolved Stage 1 harm unremedied.

13. Management Plans – Timing, Responsibility and Panel Directions

13.1. Only the AMP and LMP are currently lodged. Most key plans will be drafted later, many by the contractor.

13.2. Pirirākau seeks that the Panel direct:

- Clear distinction between Crown obligations and contractor implementation.
- Mandatory co-design with Pirirākau.
- No deemed certification where substantive issues remain unresolved.
- Minimum 20 working day review periods for all plans.
- Any failure to resolve substantive Pirirākau objections during management plan certification be treated as a failure to achieve Treaty consistency under section 7 FTAA.

14. Archaeology, Koiwi and Cultural Authority – Panel Directions

14.1. Pirirākau Stage 1 koiwi experience caused significant mamae.

14.2. The Panel is requested to require:

- Co-decision authority for archaeological investigation design.
- Pirirākau leadership in koiwi discovery and treatment.
- Suspension of works and re-evaluation of conditions where koiwi are discovered.

15. Ecological Offsets, Streams and Cultural Indicators

15.1. Pirirākau understands DOC and BOPRC concerns regarding offset sufficiency.

15.2. Conditions should require:

- Measurable ecological uplift.
- Hapū-defined cultural indicators.
- Hapū agreement on offset locations where culturally significant.

16. Governance, Relationship Agreement and Hapū Autonomy

16.1. The Relationship Agreement is intended to give practical effect to Te Tiriti partnership and post-settlement authority.

16.2. Conditions should:

- Explicitly reference the Relationship Agreement.
- Acknowledge that Pirirākau and Ngāti Taka retain distinct hapū autonomy.

17. Lessons from Stage 1, Apology and Reciprocity

17.1. Stage 1 caused harm to Pirirākau mana, tikanga and whakapapa.

17.2. Reciprocity requires:

- Respect for Pirirākau capacity and time.
- Appropriate resourcing.
- Tangible changes to process and outcomes.

17.3 The Panel's conditions decision is the primary legal mechanism through which that commitment must now be proven.

18. Effects on marae

18.1. Although the application identifies that current and future operational noise has effects on Tawhitinui Marae, and notes the cultural importance of outdoor speech, a construction noise effects assessment does not appear to have been undertaken for the marae.

Although the marae is approx. 350m from the Project, we note that activities which may involve higher noise generation and the potential for night works (e.g. bridge construction) will be occurring at Barrett Road.

18.2. It is also recommended that a condition is included to pause high-noise generating activities (and dust-generating activities) near the marae during important cultural events (e.g. tangihanga, iwi gatherings, marae events).

18.3. Additionally, there may be opportunities through the landscape design and planting to improve the mitigation of increased operational noise effects on the marae and urupā. This should be included in the detailed design and landscape management plan.

18.4. Pirirākau expect that the effects of TNL2, both construction and operational, on the marae and cultural practices should be fully mitigated through conditions.

19. Summary of Directions Sought

Pirirākau respectfully invites the Panel to:

1. Elevate the CIA and Mitigation Package as primary reference documents.
2. Reinforce archaeological and koiwi protections with co-decision authority.
3. Guard against contractor-led dilution of mitigation.
4. Strengthen management plan certification and review processes.
5. Embed cultural indicators and hapū monitoring roles.
6. Anchor the Relationship Agreement and hapū autonomy in conditions.
7. Recognise that these matters uphold Treaty settlements and protect future generations.

This submission exists to ensure that the cultural, environmental, and Treaty obligations identified through the Pirirākau CIA and the Draft Cultural Mitigation Schedule are transformed into enforceable safeguards under the FTAA regime, thereby preventing a repetition of the cultural and governance harms experienced during Takitimu North Link Stage 1.

Pirirākau remains committed to constructive partnership with NZTA and the Crown, grounded in tikanga, rangatiratanga, kaitiakitanga, and intergenerational responsibility.

Ngā mihi nui,

For and on behalf of

Jason Ake

Chair: **Pirirākau Tribal Authority Incorporated**

9 December 2025

Signed: 

Ngawa Hall

Chair: **Pirirākau Post Settlement Governance Entity (PSGE)**

9 December 2025

Signed: 

References – Takitimu North Link Stage 2 (TNL2)

Pirirākau Tribal Authority Incorporated – Panel Submission

1. Fast-track Approvals Act 2024

<https://www.legislation.govt.nz/act/public/2024/0056/whole.html>

2. Takitimu North Link Stage 2 – Fast Track Project Portal

<https://www.fasttrack.govt.nz/projects/takitimu-north-link-stage-2>

3. TNL2 Substantive Application – Full Document Set

<https://www.fasttrack.govt.nz/projects/takitimu-north-link-stage-2/substantive-application>

4. Proposed Designation Conditions – Appendix 9.1.1

https://www.fasttrack.govt.nz/_data/assets/pdf_file/0014/10292/Appendix-9.1.1-Proposed-Designation-Conditions-version-for-lodgement-July-2025-Takitimu-North-Link-Stage-2_Redacted.pdf

5. Proposed Resource Consent Conditions – Appendix 9.1.2

https://www.fasttrack.govt.nz/_data/assets/pdf_file/0015/10293/Appendix-9.1.2-Proposed-Resource-Consent-Conditions-version-for-lodgement-July-2025-Takitimu-North-Link-Stage-2_Redacted.pdf

6. Proposed Archaeological Authority Conditions – Appendix 9.1.3

https://www.fasttrack.govt.nz/_data/assets/pdf_file/0016/10294/Appendix-9.1.3-Proposed-Archaeological-Authority-Conditions_Takitimu-North-Link-Stage-2_Redacted.pdf

7. Proposed Wildlife Approval Conditions – Appendix 9.1.4

https://www.fasttrack.govt.nz/_data/assets/pdf_file/0017/10295/Appendix-9.1.4-Proposed-Wildlife-Approval-Conditions_Takitimu-North-Link-Stage-2_Redacted.pdf

8. Waka Kotahi – Takitimu North Link Stage 2 Official Project Page

<https://www.nzta.govt.nz/projects/sh2-waihi-to-auranga-corridor/takitimu-north-link/stage-2-te-puna-to-omokoroa/>