TREATY SETTLEMENTS SUMMARY TABLE FOR THE CAPITAL DREDGING RE-CONSENTING PROJECT UNDER THE FAST-TRACK APPROVALS ACT 2024

1. Ngāti Pūkenga	
Ngāti Pūkenga Claims Settlement Act 2017: Ngāti Pūkenga Claims Settlement Act 2017 No 39 (as at 12 April 2022), Public Act Contents – New Zealand Legislation Settlement Deeds including amendment and supporting documents: Te Tari Whakatau - Ngāti Pūkenga[1]	
Whether the site is within or adjacent to "a statutory area" as defined in the relevant Treaty settlement Act[2] (Schedule 5 cl 5(1)(b)(i) of the Fast-track Approvals Act 2024 (**Act**))	The site is not within or adjacent to a "statutory area" for Ngāti Pūkenga, refer: Ngāti Pūkenga Deed of Settlement - Attachments 7 April 2013 (pp12-16)

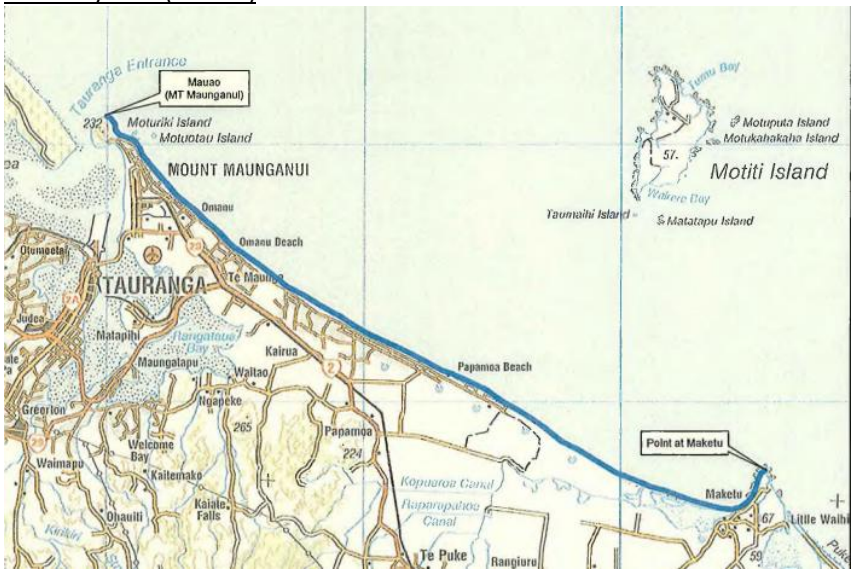
Information about any Treaty settlements that apply in the area covered by the consent application, including identification of the relevant provisions in those Treaty settlements
 	
(Section 13(4)(l) and sch 5 cl 5(1)(i)(i) of the Act)
	• There are statutory acknowledgement obligations arising which recognise the association between Ngāti Pūkenga and a particular site or area. This enhances the ability for Ngāti Pūkenga to participate in specified resource management processes. Ngāti Pūkenga have a statutory acknowledgement over the following areas: Te Tumu to Waihi Estuary, Hauturu Block, Pakikaikutu, Manaia Harbour, and Manaia river.
	• In relation to applications and proceedings for activities within, adjacent to, or directly affecting a statutory area or an activity that will or may modify or destroy an archaeological site within a statutory area, relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga have an obligation to have regard to the Ngāti Pūkenga statutory acknowledgements.
	• There are resource consent obligations which require relevant consent authorities, for a period of 20 years on and from the effective date, to provide summaries of resource consent applications or copies of notices of applications to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area (effective date defined as the date that is 6 months after the settlement date). The statutory areas are not relevant to the area of the proposed activities.
	• There are protocol obligations regarding taonga tūturu and Primary Industries:
	  • *Taonga tūturu*
	  The taonga tūturu protocol sets out how the Minister for Arts, Culture and Heritage and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage will interact with the Ngāti Pūkenga governance entity regarding any taonga tūturu found within the protocol area or identified as being of Ngāti Pūkenga origin found anywhere else in New Zealand. These obligations apply to the "Tauranga and Maketū Kāinga Area of Interest" which is relevant to the area of the proposed activities. [3]
	  • *Primary industries protocol*
	  The Primary Industries Protocol (the **PIP**) is a protocol regarding the relationship between Ngāti Pūkenga, the Minister for Primary Industries and the Director-General of the Ministry for Primary Industries which sets out how and on what

[1] NB: The settlement deed has been amended.
[2] 'Statutory areas' means those areas subject to a statutory acknowledgement in a Treaty settlement Act.
[3] Ngāti Pūkenga and The Trustees of Te Tāwharau o Ngāti Pūkenga Trust and The Crown, Deed of Settlement Schedule: Documents at p28.

1. Ngāti Pūkenga	
	basis they will work together to maintain a positive, co-operative and enduring relationship. In this context, the PIP applies to fisheries, biosecurity and food safety portfolios administered by the Ministry for Primary Industries. However, the PIP does not cover processes regarding the allocation of aquaculture space. The PIP area is near the proposed activities.[4] • Commercial and cultural redress obligations – includes vesting properties (in fee simple) in the Ngāti Pūkenga governance entity. Including obligations on the Registrar-General regarding vesting of cultural redress properties. Four sites will be vested in the post-settlement governance entity: Liens Block, Pae ki Hauraki, Otukopiri, and Te Tihi o Hauturu. Otanewainuku and Puwhenua will be jointly vested with five other iwi. These properties are not relevant to the area of the proposed activities. • There are obligations relevant to crown minerals which require relevant properties (Liens Block, Pae ki Hauraki, and Te Tihi o Hauturu) to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991 (regarding "Land to which access restrictions apply"). These properties are not relevant to the area of the proposed activities. • Redress payment obligations (these payments are not specifically relevant to the area of the proposed activities). *Cultural redress payments*: Crown obligation to pay $500,000 for Ngāti Pūkenga cultural revitalisation and $180,000 for marae revitalisation in Manaia. • *Financial redress payments*: Crown obligation to pay the financial and commercial redress amount of $7,000,000 less – $1,000,000 paid on 2 May 2013 (financial and commercial redress); – $240,000 paid on 3 December 2013 (financial and commercial redress); – $1,880,000 being the total transfer value of the early release commercial properties; – $800,000 paid to the governance entity on 2 September 2014; and – $100,000 possible conditional payment. • There are obligations relating to RFR land, these apply to parcels of land that are not in the coastal marine area. (RFR means the right of first refusal and RFR land is defined as particular land vested in the Crown or held in fee simple by the Crown). • The Ministry of Justice is obligated to provide access to/make available the deed of settlement. • In recognition of the Collective Deed and Tauranga Moana Iwi Collective legislation providing redress in relation to Tauranga Moana, Athenree Forest land and Mauao it was agreed and considered by (without in any way derogating from clause 5.3 (regarding the finality of the settlement)) Ngāti Pūkenga and the governance entity that the settlement will not be complete until separate legislation providing for the Tauranga Moana Framework comes into force. • The historical account of Ngāti Pūkenga and the acknowledgements of the Crowns wrong doings particularly in Tauranga Moana. • The Crown's acknowledgement and apology for historical grievances. • Recognition from the Crown that Ngāti Pūkenga describe Tauranga Moana and the Maketū and Little Waihi estuaries as significant taonga and sources of spiritual and material well-being and that environmental degradation has been a source of distress to Ngāti Pūkenga because of adverse impacts on Tauranga Moana, especially the Waitao awa and Rangataua arm of the harbour and the Maketū and Little Waihi estuaries.

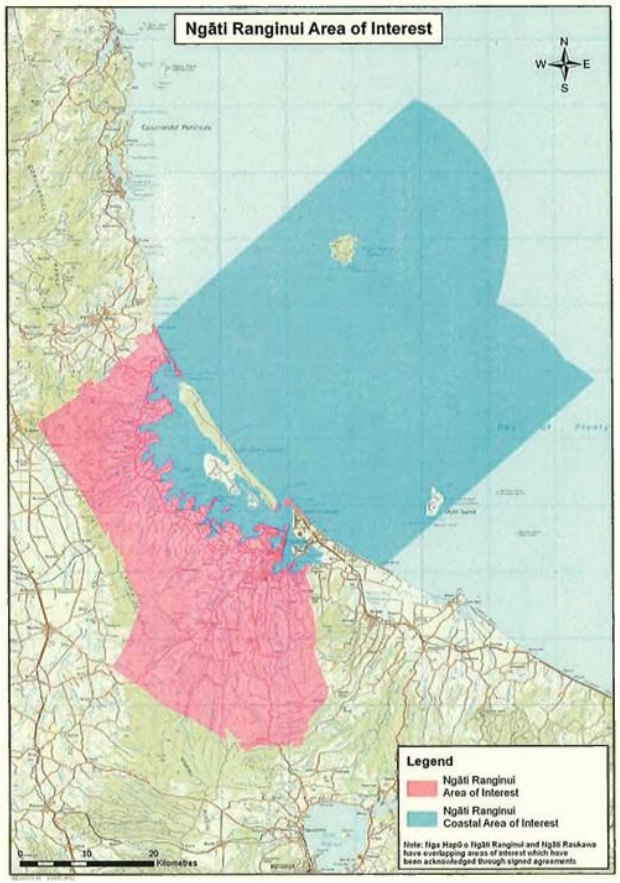
[4] The Trustees of Te Tawharau o Ngāti Pūkenga Trust and the Crown, Deed to Amend Ngāti Pūkenga Deed of Settlement (Hauraki) (20 October 2014) at p35.

1. Ngāti Pūkenga	
	• Acknowledgement that Ngāti Pūkenga believe that they have been unable to maintain their kaitiaki responsibilities as tangata whenua to manage the lands and waters of Tauranga Moana as a result of the loss customary interests experienced there. Acknowledge that until recently Ngāti Pūkenga were excluded from any involvement in planning or resource management in Tauranga. • Overall acknowledging the exclusion and marginalisation of Ngāti Pūkenga interests in Tauranga Moana. Ngāti Pūkenga and the governance entity have an obligation to support the passage of an amendment through Parliament – regarding amendments to the settlement legislation to insert provisions relating to minerals, including but not limited to minerals vested in the governance entity.
Information about any Treaty settlements that apply in the area covered by the consent application, including a summary of any redress provided by those settlements that affects natural and physical resources relevant to the project or project area. (Sch 5 cl 5(1)(i)(ii) of the Act)	Redress for Ngāti Pūkenga does not affect the natural and physical resources relevant to the project or project area. None of the statutory acknowledgement areas have relevance to the area of the proposed activities.

2. Waitaha	
Waitaha Claims Settlement Act 2013: Waitaha Claims Settlement Act 2013 No 38 (as at 12 April 2022), Public Act – New Zealand Legislation Settlement Deed and supporting documents: Te Tari Whakatau - Waitaha	
Whether the site is within or adjacent to "a statutory area" as defined in the relevant Treaty settlement Act (Schedule 5 cl 5(1)(b)(i) of the Act)	The site is within the "statutory area" for Waitaha. Statutory area (coastal): Coastal marine area from Maketu to Mauao  Waitaha Deed of Settlement - Attachments 20 Sep 2011 (p19)
Information about any Treaty settlements that apply in the area covered by the consent application, including identification of the relevant provisions in those Treaty settlements (Section 13(4)(l) and sch 5 cl 5(1)(i)(i) of the Act)	• There are statutory acknowledgement obligations arising which recognise the association between Waitaha and a particular site or area. This enhances the ability for Waitaha to participate in specified resource management processes. Waitaha have a statutory acknowledgement over the following areas: Ōtanewainuku Peak, Paraiti Creek, Popaki Creek, Hakako Creek, Kaokaonui Kāinga, Waimapu River, Part of Kaituna River, Waiari Stream, Te Raparapa-ā-Hoe Stream, Ohineangaanga Stream, Te Rerenga Stream, Te Kopuaroa Stream, Kaiate River, Wairakei Stream, and the coastal area from Maketū to Mauao. The coastal marine statutory area from Maketū to Mauao is within the area of the proposed activities. • In relation to applications and proceedings for activities within, adjacent to, or directly affecting a statutory area or an activity that will or may modify or destroy an archaeological site within a statutory area, relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga have an obligation to have regard to the Waitaha statutory acknowledgements. • There are resource consent obligations which require relevant consent authorities, for a period of 20 years starting on the effective date, to provide summaries and notices of resource consent applications to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area (**effective date** defined as the date that is 6 months after the settlement date).

2. Waitaha	
	• Conservation obligations: Overlay classifications provide for the Crown to acknowledge Waitaha values in relation to areas owned by the Crown. The settlement provides two areas, including: Te Ara a Hei – an area within the Ōtanewainuku Forest Reserve (115 ha) and Ōtawa Maunga (20 ha) (These sites are not relevant to the area of the proposed activities). – Te Whakairinga Kōrero (declaration) and the Crown's acknowledgement of Waitaha values in relation to Ōtawa and Te Ara a Hei require the New Zealand Conservation Authority and relevant conservation boards to have particular regard to Waitaha values and protection principles, the views of the trustees, and require the New Zealand Conservation Authority to give the trustees an opportunity to make submissions. – The declaration of an area as an overlay classification provides for the Crown to acknowledge iwi values in relation to that area (an overlay classification acknowledges the traditional, cultural, spiritual and historical association of Waitaha with certain sites of significance). • Deed of recognition: The deed of recognition obliges the Crown to consult with Waitaha on specified matters and have regard to their views in relation to their special associations with certain areas, this includes the following areas: Department of Conservation areas adjoining Te Raparapa-ā-hoe Stream, Hakako Creek, Paraiti Creek, Popaki Creek, and Kaokaonui (These sites are not relevant to the area of the proposed activities). • Cultural revitalisation and recognition: – $3 million for an education endowment fund in the name of Hakaraia (a Waitaha prophet and ancestor/tupuna); – $300,000 for an historical account fully documenting the story of Waitaha and of Hakaraia (paid in July 2009); – $500,000 to contribute towards restoration of Hei Marae and cultural revitalisation of the people (paid in December 2008); and – $500,000 to fund a needs assessment (for the education, health, employment, housing and socio-economic needs of Waitaha) and a whole-of government facilitator (paid in December 2008). • Cultural redress obligations, the following sites will be vested in Waitaha. Where the sites are reserves, existing protection of public access and conservation values will be preserved (These sites are not relevant to the area of the proposed activities): – Hine Poto, Lenihan Drive, Te Puke, (2.8 hectares); – Ohineangaanga, on the corner of Jellicoe Rd and Dunlop St, Te Puke (0.514 ha); – Part Ōtara Scenic Reserve (Up to 5 ha); – Maungaruahine Pa Historic Reserve (Up to 17.32 ha); and – Two areas at Te Houhou, Papamoa, comprising Te Whitikiore (10.5 ha) and Te Haehae (2.25 ha). – In addition, the Kaumātua Flats (buildings only) at Manoeka Road, Te Puke will be vested in Waitaha. • Financial redress: Waitaha will receive $7.5 million plus interest (accumulating since the signing of the agreement in principle). • Commercial redress: Waitaha will have the opportunity to purchase three landbank properties, and to purchase and lease back to the Crown five education properties in Te Puke. Waitaha will have a second right of purchase over eight remaining OTS landbank properties and one New Zealand Police property that are included in another settlement, if the other iwi decide not to take these properties. • Obligations regarding protocols issued by Ministers. The deed provides for protocols to be issued by the Minister for Arts, Culture and Heritage, the Minister of Conservation, and the Minister of Energy and Resources. The protocols set out how

2. Waitaha	
	these government agencies will interact and consult with Waitaha when carrying out their statutory duties and functions within the Waitaha area of interest. • The historical account of Waitaha and the acknowledgements of the Crowns wrong doings in Tauranga Moana. • The Crown's acknowledgement and apology for historical grievances. • This apology will mark the beginning of a stronger relationship between the Crown and Waitaha, a relationship based on trust, co-operation, and respect for Te Tiriti o Waitangi/the Treaty of Waitangi • Recognition from the Crown that the cumulative effect of its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles undermined the physical, cultural, social, economic and spiritual well-being of Waitaha to the point where the iwi itself nearly vanished. • Overall, acknowledging the suffering and marginalisation caused to Waitaha over generations which has continued to the present day. • This apology will mark the beginning of a stronger relationship with Waitaha, a relationship based on trust, co-operation, and respect for Te Tiriti o Waitangi/the Treaty of Waitangi The Ministry of Justice is obligated to provide access to/make available the deed of settlement.
Information about any Treaty settlements that apply in the area covered by the consent application, including a summary of any redress provided by those settlements that affects natural and physical resources relevant to the project or project area. (Sch 5 cl 5(1)(i)(ii) of the Act)	Redress for Waitaha does not affect the natural and physical resources relevant to the project or project area.

3. Ngāti Ranginui	
Ngā Hapū o Ngāti Ranginui Claims Settlement Act: Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025 | New Zealand Legislation Settlement Deeds including amendment and supporting documents: Te Tari Whakatau - Ngāti Ranginui NB: The deed has been amended.	
Whether the site is within or adjacent to "a statutory area" as defined in the relevant Treaty settlement Act (Schedule 5 cl 5(1)(b)(i) of the Act)	There is no statutory area in this settlement. The area of interest is as shown: 
Information about any Treaty settlements that apply in the area covered by the consent application,	• Whakaaetanga Tiaki Taonga is the collective relationship agreement that was developed in 2017. It replaced the previous culture and heritage relationship instrument known as the Taonga Tūturu Protocol, which was solely with the Ministry of Culture and Heritage. The new agreement provides for relationships with more agencies in the culture and heritage sector

3. Ngāti Ranginui	
including identification of the relevant provisions in those Treaty settlements (Section 13(4)(l) and sch 5 cl 5(1)(i)(i) of the Act)	and sets out how the Culture and Heritage Parties will interact with the governance entity with regard to the matters specified in it. It was offered to, and accepted by, Ngāti Ranginui. This protocol is not specific to an area but what is found in an area that may be of Ngāti Ranginui heritage. (Culture and Heritage Parties means each of the following agencies Department of Internal Affairs Te Tari Taiwhenua (the agency responsible for the National Library of New Zealand Te Puna Mātauranga o Aotearoa and Archives New Zealand Te Rua Mahara o Te Kāwanatanga, Heritage New Zealand Pouhere Taonga, Manatū Taonga - Ministry for Culture and Heritage, and Museum of New Zealand Te Papa Tongarewa). • Ngā Hapū o Ngāti Ranginui and the Ministry for Primary Industries have agreed to enter into a relationship agreement for fisheries, biosecurity, agriculture and forestry matters. Further discussion on the development of all components are intended to be completed within 18 months of the settlement date. • New and altered names obligations: The Settlement Act assigns and alters new geographic names to particular areas of significance to Ngāti Ranginui. There is an obligation for these names to be the official geographic names for the sites and for public notice to be given of each name change. Te Whāngai-ā-Tamarāwaho (near the Waikareao Estuary area) name change site is near the area for the proposed activities. The other name change sites are not relevant to the area of the proposed activities. • Commercial and cultural redress obligations: The commercial redress package of Ngā Hapū o Ngāti Ranginui consists of financial redress, commercial properties (including vesting properties in fee simple in the trustees and obligations on the Registrar-General regarding vesting of cultural redress properties), and a right of first refusal for fish species introduced into the quota management system. The commercial redress package includes financial redress, cultural and commercial properties (including land bank and LINZ properties), and a right of first refusal for fish species introduced into the quota management system. – The following sites located on public conservation land of cultural and spiritual significance to Ngā Hapū o Ngāti Ranginui will be vested: Omanawa River site (198 hectares), Te Rī o Tamarāwaho (76.1 hectares), Te Rī o Ruahine (97.6 hectares), Ohauiti (86.2 hectares), Wainui River site (47.8 hectares), Te Awa Ngāumuwahine site (55 hectares), Te Wai o Ngaumuwahine (60 hectares), Tahawai (10 hectares), Waikareao Estuary Site (0.6 hectares), Waimanu ki uta (80 hectares), Waireia (121.4 hectares), Oraeroa (10 hectares), Te Kaki (3.6 hectares). • The Waikareao Estuary area property is relevant as it is near the area for the proposed activities. The other cultural redress properties are not relevant to the area of the proposed activities. • Financial redress payments: Crown obligation to pay the financial and commercial redress amount of $38,027,555 less:[5] – $8,000,000 paid within 5 business days after the date of the deed; – $4,920,605 paid as soon as reasonably practicable following the date of this deed and on the early release commercial transfer terms; and – $4,453,478 being the total transfer value for the remainder of the commercial redress properties. • There are obligations relating to RFR land, these apply to parcels of land that are not in the coastal marine area. (RFR means the right of first refusal and RFR land is defined as particular land vested in the Crown or held in fee simple by the Crown.) • The Ministry of Justice is obligated to provide access to/make available the deed of settlement.

[5] Note: These amounts are only reflected in the Deed and not the Act.

3. Ngāti Ranginui	
	• It is noted that the Collective Deed will provide for a relationship agreement between the Tauranga Moana Iwi Collective and the Minister of Conservation. This relationship agreement will set out how Ngā Hapū o Ngāti Ranginui and the Director-General of Conservation will engage on conservation matters within the Ngā Hapū o Ngāti Ranginui area of interest. • The historical account of Ngā Hapū o Ngāti Ranginui and the acknowledgements of the Crowns wrong doings particularly in Tauranga Moana. • The Crown's acknowledgement and apology for historical grievances. • Recognition from the Crown that the clearing of forests, development of the Port of Tauranga, the development of the Mangapapa hydro scheme and the collapse of the Ruahihi Canal, 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. • Acknowledgement from the Crown of 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. • Through their apology the Crown seeks atonement for the wrongs of the past and to establish a new relationship with the hapū of Ngāti Ranginui based upon mutual trust, co-operation, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles. In recognition of the Collective Deed and Tauranga Moana Iwi Collective legislation providing redress in relation to Tauranga Moana, it was agreed and considered by (without in any way derogating from clause 4.3 (regarding the finality of the settlement)) Ngā Hapū o Ngāti Ranginui and the governance entity that the settlement will not be complete until separate legislation providing for the Tauranga Moana Framework comes into force.
Information about any Treaty settlements that apply in the area covered by the consent application, including a summary of any redress provided by those settlements that affects natural and physical resources relevant to the project or project area. (Sch 5 cl 5(1)(i)(ii) of the Act)	Redress obligations for Ngāti Ranginui do not affect the natural and physical resources relevant to the project or project area.

4. Ngāi Te Rangi and Ngā Pōtiki	
Ngāi Te Rangi and Ngā Pōtiki Claims Settlement Bill: Ngāi Te Rangi and Ngā Pōtiki Claims Settlement Bill 127-2 (2016), Government Bill Contents – New Zealand Legislation Settlement Deeds including amendment and supporting documents: Te Tari Whakatau - Ngāi Te Rangi and Ngā Pōtiki NB: The deed has been amended.	
Whether the site is within or adjacent to "a statutory area" as defined in the relevant Treaty settlement Act (Schedule 5 cl 5(1)(b)(i) of the Act)	The site is within a "statutory area" for Ngāi Te Rangi and Ngā Pōtiki. Statutory area: Waiorooro ki Maketu, being the area within the marine and coastal area (as defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011) from Waiorooro Stream to Parakiri (recorded name being Omanu Beach).  Ngāi Te Rangi and Ngā Pōtiki Deed of Settlement Schedule - Attachments 14 Dec 2013 (p19)
Information about any Treaty settlements that apply in the area covered by the consent application, including identification of the relevant provisions in those Treaty settlements (Section 13(4)(l) and sch 5 cl 5(1)(i)(i) of the Act)	• There are statutory acknowledgement obligations arising which recognise the association between Ngāi Te Rangi and Ngā Pōtiki and a particular site or area. This enhances the ability for Ngāi Te Rangi and Ngā Pōtiki to participate in specified resource management processes. Ngāi Te Rangi and Ngā Pōtiki have statutory acknowledgements over the following areas: – General statutory acknowledgement: Aongatete; – River and stream statutory acknowledgements: Waiau River, Uretara Stream, Waitao Stream, and Kaiate Stream/Te Rere a Kawau; and – Coastal statutory acknowledgement: Waiorooro ki Maketu (this statutory area is near the area of the proposed activities).

4. Ngāi Te Rangi and Ngā Pōtiki	
	• In relation to applications and proceedings for activities within, adjacent to, or directly affecting a statutory area or an activity that will or may modify or destroy an archaeological site within a statutory area, relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga have an obligation to have regard to the Ngāi Te Rangi and Ngā Pōtiki statutory acknowledgements. • There are resource consent obligations which require relevant consent authorities, for a period of 20 years on and from the effective date, to provide summaries and notices of resource consent applications to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area (**effective date** defined as the date that is 6 months after the settlement date). • Cultural redress obligations include a cultural fund of $1,931,663 for Ngāi Te Rangi and $150,000 for Ngā Pōtiki. A total of seven properties will be vested in Ngāi Te Rangi totalling approximately 226 hectares. Four of these are exclusive to Ngāi Te Rangi: – Motuotau Island Scenic Reserve (2.5040 ha) as a Scenic Reserve; – Karewa Island Local Purpose [Wildlife] Reserve (3.5713 ha) as a Local Purpose [Wildlife] Reserve with an ongoing management right for the Department of Conservation; – Part of Otawa Scenic Reserve at Otara Maunga (10 ha) as a Scenic Reserve; – Waitao Stream marginal strip (5.5 ha) as a Scenic Reserve • Two of these, Ngā pae maunga, are shared between Ngāi Te Rangi and five other iwi as properties jointly vested in fee simple to be administered as reserves: Puwhenua Scenic Reserve (67.5ha) and Otānewainuku Scenic Reserve(119.5ha). The other cultural redress property Kauri Point (17.4) is shared between Ngāi Te Rangi and Ngāti Tamaterā as a property jointly vested in fee simple to be administered as a reserve. • Financial redress: Ngāi Te Rangi to receive a financial settlement of $26.5 million and Ngā Pōtiki to receive $3 million. Both claimant groups will also receive accumulated interest on these sums. • Commercial redress: Ngāi Te Rangi will have the opportunity to purchase 15 Office of Treaty Settlements Land Bank properties. Ngā Pōtiki will be able to purchase five. – Ngāi Te Rangi will also receive the right to purchase six school sites (land only) owned by the Crown and administered by the Ministry of Education (including Tauranga Girls' College site and Gate Pa School site) and the Tauranga Courthouse site (land only) as leaseback deferred selection properties. – Ngā Pōtiki will receive the right to purchase one Office of Treaty Settlements Land Bank property as a non-leaseback deferred selection property. Right of First Refusal over Crown owned properties for 174 years from the settlement date will also be provided, over properties for Ngāi Te Rangi and properties for Ngā Pōtiki. • In recognition of the Collective Deed and Tauranga Moana Iwi Collective legislation providing redress in relation to Tauranga Moana, it was agreed and considered by (without in any way derogating from clause 4.4 (regarding the finality of the settlement)) Ngāi Te Rangi and the Ngāi Te Rangi governance entity that the settlement will not be complete until separate legislation providing for the Tauranga Moana Framework comes into force. • There are RFR land obligations which apply to parcels of land that are in the coastal marine area (RFR means the right of first refusal and RFR land is defined as particular land vested in the Crown or held in fee simple by the Crown). The Mauao Recreation Reserve is RFR land that is near the project area.

4. Ngāi Te Rangi and Ngā Pōtiki	
	• There are obligations on the Crown to propose the draft settlement bill for introduction to the House of Representatives. Further, Ngāi Te Rangi, Ngā Pōtiki, the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity have an obligation to support the passage through Parliament of the settlement legislation. • New and altered names obligations: The deed of settlement provides for changes to 12 official geographic names to particular areas of significance. The following name change sites are near the area for the proposed activities: Ōtapu Creek (Hunters Creek) and North Rock / Te-Toka-a-Tirikawa. The other sites regarding names changes are not relevant to the area of the proposed activities. • The historical account of Ngāi Te Rangi and Ngā Pōtiki and the acknowledgements of the Crowns wrong doings in Tauranga Moana. • The Crown's acknowledgement and apology for historical grievances. • The Crown have committed to establish a relationship with Ngāi Te Rangi and Ngā Pōtiki based on mutual respect and cooperation as originally envisaged by the Treaty • Acknowledgement that Ngā Pōtiki have been effectively dislocated from the Rangataua tidal flats. The location of the effluent treatment ponds has hindered Ngā Pōtiki access and has made food gathering and other activities in Te Tahuna o Rangataua undesirable. • Recognition from the Crown that Ngā Pōtiki consider that development around the Te Tahuna o Rangataua has diminished the mana of this taonga and undermined Ngā Pōtiki's kaitiaki relationship with this area. Its degradation is a source of deeply-felt grievance for Ngā Pōtiki. • Without in any way derogating from clause 4.4 (regarding the finality of the settlement), the Ngāi Te Rangi governance entity consider that the settlement is not complete until separate legislation providing for the Tauranga Moana Framework comes into force. The Ministry of Justice is obligated to provide access to/make available the deed of settlement.
Information about any Treaty settlements that apply in the area covered by the consent application, including a summary of any redress provided by those settlements that affects natural and physical resources relevant to the project or project area. (Sch 5 cl 5(1)(i)(ii) of the Act)	Redress obligations for Ngāi Te Rangi and Ngā Pōtiki do not affect the natural and physical resources relevant to the project or project area (the cultural, commercial, financial, geographic names, and resource redress provisions have been summarised in the obligations summary).

5. Tauranga Moana Iwi Collective	
Tauranga Moana Iwi Collective Redress Bill: Tauranga Moana Iwi Collective Redress Bill 84-3A (2015), Government Bill Contents – New Zealand Legislation Settlement Deeds including amendment and supporting documents: Te Tari Whakatau - Tauranga Moana NB: The deed has been amended.	
Whether the site is within or adjacent to "a statutory area" as defined in the relevant Treaty settlement Act (Schedule 5 cl 5(1)(b)(i) of the Act)	The site is not within or adjacent to a "statutory area" for TMIC. The closest would be the ridge lines on the Kaimai-Mamaku Range (with recorded names Kaimai Range and Mamaku Plateau).  Tauranga Moana Iwi Collective Deed - Attachments 21 Jan 2015 (pp4-5)
Information about any Treaty settlements that apply in the area covered by the consent application, including identification of the relevant provisions in those Treaty settlements	• The Tauranga Moana Iwi Collective (TMIC) consists of Ngā Hapū o Ngāti Ranginui, Ngāi Te Rangi, and Ngāti Pūkenga. • There are statutory acknowledgement obligations arising which recognise the association between the TMIC and particular sites or areas. This enhances the ability for the TMIC to participate in specified resource management processes.

5. Tauranga Moana Iwi Collective	
(Section 13(4)(l) and sch 5 cl 5(1)(i)(i) of the Act)	• The TMIC have statutory acknowledgements over the following areas (these statutory areas are not within the area of the proposed activities): – Ridge lines on the Kaimai-Mamaku Range (with recorded names Kaimai Range and Mamaku Plateau); and – Ridge lines from Otawa to Pūwhenua (with recorded name Puwhenua). • In relation to applications and proceedings for activities within, adjacent to, or directly affecting a statutory area or an activity that will or may modify or destroy an archaeological site within a statutory area, relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga have an obligation to have regard to the TMIC statutory acknowledgements. • There are resource consent obligations which require relevant consent authorities to: – attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area; and – for a period of 20 years on and from the effective date, to provide summaries and notices of resource consent applications to the Limited Partnership and each representative entity for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area (**effective date** defined as the date that is 6 months after the settlement date). • Commercial redress obligations: The Crown will pay the collective entity $250,000 within 10 business days after the date collective legislation has been approved (as satisfactory under clause 6.3.3; must be in a form that is satisfactory to the collective entity and the Crown). • Transfer of the TMIC Athenree forest land: The collective legislation enables the transfer of the TMIC Athenree forest land and, in particular, will provide for the TMIC Athenree forest land to cease to be Crown forest land (this applies to parcels of land that are not in the coastal marine area). • There are obligations relating to RFR land, these apply to parcels of land that are not in the coastal marine area (RFR means the right of first refusal and RFR land is defined as particular land vested in the Crown or held in fee simple by the Crown).[6] • There are obligations on the Crown to propose collective legislation for introduction to the House of Representatives. Further, The Tauranga Moana iwi and the collective entity have an obligation to support the passage through Parliament of the collective legislation. • There are obligations regarding the establishment of an administering body for the Mauao Historic Reserve. This includes provisions for a joint board for Mauao, involving appointment, procedural, and management requirements. The joint board must seek the prior approval of the trustees of the Mauao Trust before exercising or performing a delegated power or function. The area is near the proposed activities.[7] • Access to protected sites: An obligation on an owner of land on which a protected site is situated to allow Māori for whom the protected site is of cultural, historical, or spiritual significance to have access across the land to each protected site. The Registrar-General must record that the land is subject to a right of access to protected sites on the land.

[6] Note: The RFR land is Pillans Point School 101 Maxwells Road Tauranga.

[7] Note that the joint board must prepare a management plan for Mauao and that eventually the joint board will be replaced by the trustees of the Mauao Trust who will be the administering body for Mauao.

5. Tauranga Moana Iwi Collective	
	• The Ministry of Justice is obligated to provide access to/make available the deed of settlement. • Te Kūpenga framework obligations: Te Kūpenga provides for the Department of Conservation and Tauranga Moana iwi and hapū to work together to enhance conservation lands in Te Kūpenga. The framework consists of a conservation partnership forum, a conservation principles document, a conservation management plan for the Ngatukituki area, engagement with East Coast Bay of Plenty Conservation Board, engagement with Tauranga Office, transfer to Iwi of specific decision-making functions, wāhi tapu management plans, cultural materials plan, wānanga areas, and relationship and operational matters. **Te Kūpenga Area**  • The historical account of TMIC and the acknowledgements of the Crowns wrong doings in Tauranga Moana. • The Crown's acknowledgement and apology for historical grievances. • Acknowledgement of the links of the collective to Tauranga Moana.

5. Tauranga Moana Iwi Collective	
	• Recognition from the Crown that whether through statutory areas or not the groups who are part of the TMIC are inextricably bound to the entire Tauranga Harbour catchment area and much of the western Bay of Plenty coastline and marine area, as well as inland to the Kaimai Ranges.
Information about any Treaty settlements that apply in the area covered by the consent application, including a summary of any redress provided by those settlements that affects natural and physical resources relevant to the project or project area. (Sch 5 cl 5(1)(i)(ii) of the Act)	Redress for TMIC does not affect the natural and physical resources relevant to the project or project area.

6. Fisheries	
Treaty of Waitangi (Fisheries Claims) Settlement Act 1992: Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 No 121 (as at 28 October 2021), Public Act Contents – New Zealand Legislation Deed: Te Tari Whakatau - Fisheries Settlement	
Whether the site is within or adjacent to "a statutory area" as defined in the relevant Treaty settlement Act (Schedule 5 cl 5(1)(b)(i) of the Act)	There are no specific references to statutory areas.
Information about any Treaty settlements that apply in the area covered by the consent application, including identification of the relevant provisions in those Treaty settlements (Section 13(4)(l) and sch 5 cl 5(1)(i)(i) of the Act)	• Māori to enter into a joint venture with Brierley Investments Limited to acquire Sealord Products Limited, a major fishing company. • An obligation on the Crown to introduce legislation to ensure that Māori were allocated 20% of all quota for species henceforth brought within the quota management system. • An obligation on the Crown to introduce legislation empowering the making of regulations recognising and providing for customary food gathering and the special relationship between tangata whenua and places of importance for customary food gathering (including tauranga ika and mahinga mataitai), to the extent that such food gathering is not commercial in any way nor involves commercial gain or trade • An obligation on the Crown to introduce legislation amending the Māori Fisheries Act to reconstitute the Māori Fisheries Commission as a Treaty of Waitangi Fisheries Commission. Including an obligation to support the passage of amendment legislation through Parliament. • Obligations to fulfil and complete the acquisition of Sealord's. • Payment of $150,000,000 to Māori to be used for the development and involvement of Māori in the New Zealand fishing industry, including participation in the acquisition of Sealord Products Limited. • The historical account of Māori regarding fisheries and the acknowledgements of the Crowns commitment to Māori to recognise and provide for customary food gathering and the special relationship between the tangata whenua and places of importance for customary food gathering (including auranga ika and mahinga mataitai). • The Crown's acknowledgement and apology for historical grievances. • Recognition that the implementation of the deed through legislation and the continuing relationship between the Crown and Māori would constitute a full and final settlement of all Māori claims to commercial fishing rights and would change the status of non-commercial fishing rights so that they no longer give rise to rights in Māori or obligations on the Crown having legal effect but would continue to be subject to the principles of the Treaty of Waitangi and give rise to Treaty obligations on the Crown. Payment of special dividend by Aotearoa Fisheries Limited: The board of directors of Aotearoa Fisheries Limited declared a special dividend of $17,500,000 in favour of the Māori Fisheries Commission.
Information about any Treaty settlements that apply in the area	• The redress for Fisheries are in relation to payments to Māori to be used solely for the development and involvement of Māori in the New Zealand fishing industry.

6. Fisheries	
covered by the consent application, including a summary of any redress provided by those settlements that affects natural and physical resources relevant to the project or project area. (Sch 5 cl 5(1)(i)(ii) of the Act)	• The redress payments themselves do not affect the natural and physical resources relevant to the project or project area.
Mātaitai Reserve (Sch 5 cl 5(5)(c) of the Act)	Te Maunga o Mauao Mātaitai Reserve: The mātaitai reserve, established in 1998, covers the waters surrounding Mount Maunganui and part of Tauranga Harbour and is in place to allow Tauranga Moana to more effectively manage customary fishing in important traditional fishing grounds. Mātaitai reserves are a mechanism arising from the Fisheries Settlement and implemented through the Fisheries (Kaimoana Customary Fishing) Regulations 1998. **Te Maunga o Mauao Mātaitai Reserve** 