

BEFORE THE FAST-TRACK EXPERT PANEL

IN THE MATTER of an application for approvals under section 42 of
the Fast-track Approvals Act 2024 ("FTAA")

AND

IN THE MATTER of the application for approvals by Trans-Tasman
Resources Limited for the Taranaki VTM Project,
a project listed in Schedule 2 of the FTAA

JOINT STATEMENT OF WITNESSES:

TREATY SETTLEMENTS AND CULTURAL EFFECTS

20 NOVEMBER 2025

INTRODUCTION

1. Conferencing on the topic of Treaty Settlements and Cultural Effects took place at the Ngāti Ruanui office, 74 Princes Street, Hāwera, on 20 November 2025.
2. The conference was attended by the following representatives (in person and via Teams):
 - (a) Tahinganui Hina and Renee Bradley (until 3pm), for **Te Kaahui o Rauru Trust**;
 - (b) Jacqui King¹, Sera Gibson and Dion Luke, for **Te Tōpuni Ngārahu Trust**;
 - (c) Philip Nuku, for **Ngāti Manuhiakai**;
 - (d) John Hooker and Alison Anitawaru Cole, for **Ōkahu Inuāwai me ētehi atu hapū**;
 - (e) Sam Tamarapa for **Te Kāhui Maru Trust**;
 - (f) Kayla Martin for **Te Ohu Kai Moana Trustee Limited**;
 - (g) Rukutai Watene, Ngapare Nui, Graham Young and Rachel Arnott, for **Te Rūnanga o Ngāti Ruanui**;
 - (h) Te Oti Katene and Hoani Horsfall, for **Ngāti Tū**;
 - (i) Liana Poutu for **Te Tōpuni Kōkōrangī**; and
 - (j) Naomi Puketapu-Waite for **Te Korowai o Ngāruahine Trust**.²
3. Chris Simmons (ChanceryGreen) acted as facilitator.
4. Justine Inns (Oceanlaw New Zealand) assisted the representatives to draft the Joint Witness Statement (“JWS”). All participants agreed to her participation in this capacity.

SCOPE OF STATEMENT

5. In Expert Panel Minute 19 (5 November 2025), the Panel directed conferencing on Treaty Settlements and Cultural Effects regarding identified questions, recording matters that are agreed or disagreed and any unresolved matters or uncertainties.
6. The scope of this statement is limited to responding to the questions posed by the Panel in Appendix G of Minute 19.
7. Appendix G of Panel Minute 19 formed the basis of an agenda for conferencing.

¹ Also as Chair of Te Kāhui o Taranaki Trust.

² Apology noted for Mitchell Ritai, Ngāti Mutunga, who supports other representatives in attendance.

8. In this JWS, we report the outcome of our discussions in relation to each item (below), including by reference to points of agreement, disagreement, and unresolved matters or uncertainties. Where we are not agreed in relation to any issue, we have set out the nature and basis of that disagreement.

QUESTIONS FROM THE PANEL

9. In answering the questions the Panel has posed in Appendix G to Minute 19, participants at conferencing take the view that the Potentially Affected Area (where effects associated with the proposal will be felt) extends at least through the whole South Taranaki Bight. Impacts will flow up the many waterways of Taranaki (over 300 tributaries), due to the effects on migratory patterns of tuna (eels), pīharau (lamprey), inanga (whitebait) and up to 18 others. Those impacts are likely to extend for a long period, described in evidence as lasting 1,000 years or more.
10. All participants take the view that many of the questions posed by the Panel are legal not cultural in nature and some are leading. Some of these issues were also addressed at the Hawera conference, with presentations and supporting documents. Other information has been filed as evidence and in response to Panel RFIs and we refer the Panel to that. All participants continue to rely on that previous information.
11. Our settlements and experiences are similar. We stand in solidarity. Where individual iwi or hapū views are expressed below, they are supported by all participants, in line with our tikanga. Our mana supports their mana whenua, mana moana.
12. All participants take the view that the applicant has not properly assessed impacts of the project on the full range of relevant settlement instruments.
13. Another important aspect of tikanga for Taranaki is Kotahitanga. Kotahitanga requires allowing enough time and enough opportunities for iwi and hapū to meet together, to debate and to reach consensus. The short timeframes of the fast track approvals process, and the sheer volume of requests from the Expert Panel have not allowed for this to occur. Iwi and hapū have had to engage in this process, devoting limited time and resources to a process they had not planned for. This means their business as usual work plans have suffered, including organising themselves for this weekend's biennial Taranaki Tū Mai which epitomises Kotahitanga for Ngā Iwi o Taranaki. Preparations began on

Wednesday. We should all be in Ōpunakē now assisting with preparations. Instead we are here assisting the Expert Panel.

A. Treaty Settlements and Statutory Interests

1. *For each engaged Settlement Instrument:*

- i) say whether the Application Approvals would be consistent or inconsistent with that instrument, with reasons and citations;*
- ii) identify any settlement mechanism that may be limited, altered or overridden by the Project Activities within the Project Area or any Potentially Affected Area; and*
- iii) describe the nature, extent, effect pathway and your level of certainty. What methods and evidence have been used to assess the physical and geotechnical fate of tailings backfill?*

Ngāti Ruanui

14. The Ngāti Ruanui position is that, under the Ngāti Ruanui Claims Settlement Act 2003, Deed of Settlement and associated instruments, the Taranaki VTM application is:
- (a) Inconsistent with the Crown's apology to Ngāti Ruanui recorded in the Act and Deed;
 - (b) Inconsistent with the coastal statutory acknowledgement (Sch.6 Deed of Settlement), particularly in terms of commercial and customary fishing;
 - (c) TTR application impacts marine habitats and fisheries in other ways beyond settlement mechanisms.
15. Refer also to documents provided in response to the Minute 11 RFI for more detail.
16. Ngāti Ruanui can't move its rohe to avoid the effects of the activities associated with the Taranaki VTM application.
17. Settlement mechanisms (including coastal statutory acknowledgement and fisheries protocol) give rights to participate in decision-making (RMA, EEZ Act, Fast-Track Approvals Act, etc) and the Crown apology recognizes those rights to participate.
18. The Ngāti Ruanui Minerals Protocol is also engaged and the TTR application doesn't acknowledge that. Ngāti Ruanui holds to the findings of the Supreme Court on this, i.e.

that TTR could have addressed cultural impacts any time since 2017. It's not the place for Ngāti Ruanui to attempt to fill that information gap.

19. Ngāti Ruanui acknowledges the mana whenua, mana moana of the following hapū within its settlement area: Ngāti Tupato (Pariroa Pā) and Rangatawhi (Wai o Turi Pā).

Ngaa Rauru

20. Ngaa Rauru views the application as engaging all its settlement mechanisms: the Ngaa Rauru Claims Settlement Act 2005, and connection to Te Awa Tupua and Taranaki Maunga – Te Awa Tupua me Ngā Kāhui Maunga take us mai te rangi ki te whenua, ki uta ki tai; mai i te Kāhui Maunga ki Tangaroa – and the fisheries settlement.
21. The project would have significant adverse effects on our Ngaa Raurutanga and intersects with many settlement mechanisms, including first rights of refusal to shellfish quota.
22. The project will have significant adverse effects within our rohe including key locations, fishing grounds like The Traps, The Graham Banks and the wider rohe moana, in the CMA and beyond, into the EEZ.
23. Ngaa Raurutanga is the terms we use to refer to our values, rights and responsibilities recognized by Te Tiriti. The Crown acknowledges these in the settlement legislation, including our matauranga and customary practices which include kaitiakitanga.
24. The project will impact on the CMA, where the Crown acknowledged our statement of cultural, historical and spiritual associations of Ngaa Rauru Kītahi with the CMA adjoining the Ngaa Rauru Kītahi area of interest.
25. Other statutory areas recognized in our settlement include our rivers: Patea, Waitotara and Whenuakura. These rivers will also be impacted by the project.
26. The project will have physical effects for the moana and for our people, which will flow into intangible effects such as loss of traditional knowledge and practice and identity.
27. We have preferential rights to purchase coastal authorizations under the RMA and these will be impacted by the project, as will commercial fisheries.
28. We have a Protocol with the Minister of Conservation in marine matters and a Protocol with the Minister of Fisheries. Our settlement includes a prohibition on fishing for certain species and trawling within our coastal area. The effects of the project will impact on all

of these because they will be felt in the same area as those mechanisms. We can't move from where we exist.

Te Korowai o Ngāruahine

29. Our answers to the section A questions can be found in the Panel Conference presentation TKONT.
30. The Ngāruahine Claims Settlement Act 2016 gives us settlement rights and various protocols around Conservation, Fisheries and taonga tuturu.
31. Various awa that are located within the Ngāruahine takiwā have great spiritual importance and are the blood and veins of the takutai moana, each of them with a story to tell (para 1.25, Deed of Settlement).
32. The takutai moana, awa and people will be greatly affected well beyond the application area and as such the proposal is inconsistent with our settlement.

Ōkahu Inuāwai me ētahi atu hapū

33. The Ngāruahine Settlement Act 2016 enshrines hapū rights. It names all of the awa, includes hapū statements, and our settlement tools are similar to those of Ngāti Ruanui.
34. The Settlement Act allocated us coastal strips and there is a statutory acknowledgement on the moana, as well as statutory acknowledgements on the awa and tributaries, with allocation of riparian strips.
35. Other settlements that affect us include the Fisheries Settlement, when Ngāruahine became a Mandated Iwi Organisation (MIO), also the Maunga Settlement and the earlier Taranaki Māori Trust Board Settlement. There is also the Māori Aquaculture Settlement.
36. We are also in the process of completing our MACA claims in which our hapū and others represented here are priority applicants.
37. Ōkahu Inuāwai also have two tauranga waka reserves which have a land title and moana-attached rights. These are Rangatapu and Te Kawau. These were set aside 1881 hapū settlements. Refer to information provides at the Hawera conference for more detail.

Ngāti Tū

38. The settlement instrument of significance to us is Te Whariki o Ngāruahine, defined in s.43 of the Ngāruahine Claims Settlement Act 2016. In s.47 it details a collaborative plan

must be developed with particular regard to a statement of values for the area and protection principles for the area.

39. Conservation boards, DoC and other entities must have regard to those values and principles through the Conservation Management Strategy. The government is shirking its responsibilities for these.
40. The rohe of Ngāti Tū lies between the Otakeho and Kapuni Rivers. The surrounding areas are our ancestral lands and they include wahi tapu and wahi taonga, as well as mahinga kai, tauranga ika and tauranga waka. Collectively we hold mana and kaitiakitanga over these ancestral areas.

Te Kāhui o Taranaki

41. We have the Taranaki Iwi Claims Settlement Act 2016. Our points are very similar to fellow iwi in the room and we support the views already expressed.
42. We are very clear that this application undermines the rights and obligations affirmed under our Settlement Act. As set out in our RFI response on 14 November, in an attached map of the statutory acknowledgement area in the CMA, that area is impacted by the applicant's area of interest. There is no outer boundary shown on the map for our coastal marine area and it must be read alongside our statement of association.
43. We exercise manawhenua, manamoana from Paritutu to Rawa o Turi and to the outer extent of the EEZ.
44. The traditions of Taranaki Iwi are illustrated through ancestral, cultural and spiritual associations to the coastal marine area within our Taranaki Iwi rohe. The seas that bound the coastal marine area are known by Taranaki Iwi as Ngā Tai a Kupe. The coastal lands that incline into the sea are of great significance to us and contain kainga, pā and pukawa, mātaimai, tauranga waka or awa waka, tauranga ika and mauri kohatu.
45. The importance of these areas reinforces the continuous connection from ancestors to those who do the same practices today.
46. In terms of customary fisheries, we were part of the fisheries settlement but also a Fisheries Protocol (within our Deed of Settlement) recognizing and supporting the rights of Taranaki Iwi to manage fisheries according to our traditional practices.
47. We have used s.186A of the Fisheries Act 1996 to exercise kaitiakitanga through temporary closure/rāhui. That rāhui is now in its third year and is in place until December

2026. We are looking at longer-term protections through establishing rohe moana down the coast, if hapū agree, and look to put in place longer-term measures such as mātaítai.

48. We also have commercial fishing interests and aquaculture settlement rights. We are also an active applicant in MACA.
49. This project goes to the heart of our settlement. This process is in direct breach of all the settlements. We have a number of mechanisms in place to protect us, including the statutory acknowledgments and Deeds of Recognition. They require meaningful consultation and particular regard to our views and this process doesn't do that. This process is so far removed from a proper wānanga/tikanga process, It is very frustrating, but we have no option other than to participate.
50. Our Deed with the Crown guaranteed us proper participation rights, but those haven't been provided us. The compressed fast-track process is inconsistent with those guarantees and render parts of our settlement practically ineffective.
51. We have other rights and duties set out in our Settlement legislation of the crown which are going to be breached: including the Conservation Protocol and Taonga Tuturu Protocol as well as the Crown's apology for the harm it caused and promise not to do it again.
52. In terms of the Taonga Tuturu Protocol, we consider the protection of living taonga, such as marine mammals equally significant and we are committed as kaitiaki to doing it with the Crown. This project would be in direct conflict with that if it proceeds.

Ngāti Maru

53. The context of Ngāti Maru is the Ngāti Maru (Taranaki) Claims Settlement Act 2022. We were the last of the eight iwi to come through the Treaty settlement process. We support paragraphs 41, 49 and 50 of the Taranaki Iwi statement above. We haven't experienced the partnership the Crown promised in our Apology.
54. The rohe of Ngāti Maru is bounded in the west by the Tupuna Maunga, Taranaki, bounded in the south by the Patea River, in the east Te Awa Tupua, Whanganui, and in the north by the Waitara River. We are essentially an inland iwi, so we explained our interest in this project to the Panel at the Hawera conference. It is in the impacts it will have on the awa fisheries that have sustained Ngāti Maru mai rā nō. We are really concerned as to what those impacts will be.
55. We also have customary and commercial fishing interests (deepwater quota) enshrined in the Fisheries Settlement. The impacts on those interests are significant, particularly in

relation to deepwater species. We know that deepwater species are being harvested off our shores right now, e.g. by Sealord about 25km out, not far from the Application Area. So, we are concerned with the potential adverse effects on those fisheries.

56. We are concerned at the risks to operation of the Pataka Whata that we have had in operation since 2010 (see response to the RFI in Minute 17). It is our customary, non-commercial rights in action, harvested in conjunction with commercial fishermen, who also process, pack and store for us with one of the Licensed Fish Receivers (LFRs), so it is available when we need it for tangi.

57. In terms of our taonga species (in freshwater), which are recognized on the DoC endangered species list, harms to them from the project will also impact on our traditional practices such as passing knowledge to younger generations. We are holding wānanga to rebuild practices and matauranga, and investigating restoration of habitats.

Te Tōpuni Kōkōrangī

58. The relevant Settlement Instruments for Te Tōpuni Kōkōrangī are Te Ruruku Pūtakerongo - Taranaki Maunga Collective Redress Deed and Te Ture Whakatupua mō Te Kāhui Tupua 2025 / Taranaki Maunga Collective Redress Act 2025 ('Te Ture Whakatupua').

59. Section 15 of Te Ture Whakatupua set out the limits to effect of our Settlement Instruments. The exceptions on the limits to effect in the coastal marine area, specifically include:

- Te Iho Tāngaengae (section 3);
- Recognition of Te Kāhui Tupua (section 17);
- Ngā Pou Whakatupua (section 19); and
- Standing of the trustees of Te Tōpuni Ngārahu and Te Tōpuni Kōkōrangī (section 53(1) and (2)).

60. Our Te Tōpuni Kōkōrangī view is that the Application Approvals are inconsistent with our Settlement Instruments, as the application is completely silent on Te Kāhui Tupua and Ngā Pou Whakatupua. There has been no assessment of the effects of the Project Activities against Te Kāhui Tupua and Ngā Pou Whakatupua, and no engagement with Te Tōpuni Kōkōrangī in this respect. The onus is clearly on the applicant to undertake this assessment.

61. The purpose of Te Ture Whakatupua is, among other things, to give effect to He Kawa Tupua, comprising:
- Te Mana o Ngā Maunga, for the purpose of recognising, promoting and protecting the health and well-being of Te Kāhui Tupua and its status; and
 - Te Mana o Te Kāhui, for the purposes of recognising and providing for the mana and relationship of Ngā Iwi o Taranaki with Te Kāhui Tupua.
62. It is acknowledged by the Crown in our Settlement Instruments that the well-being of ngā maunga o Taranaki is intrinsic to the well-being of Ngā Iwi o Taranaki. The application references iron ore as being derived from Taranaki Maunga, yet the applicant has made no assessment of the effects of extracting parts of Taranaki Maunga from its natural state of being on the well-being of Taranaki Maunga and the well-being of Ngā Iwi o Taranaki.
63. Te Iho Tāngaenga is the collective statement by Ngā Iwi o Taranaki of connection and relationship to Te Kāhui Tupua. An assessment of effects of the Project Activities on the well-being of Taranaki Maunga and well-being of Ngā Iwi o Taranaki is also absent from the application. Te Iho Tāngaengae is **annexed** to this statement with the support of all participants.
64. In the absence of any mention, reference or assessment by the applicant of the effects of the Project Activities on Te Kāhui Tupua, Ngā Pou Whakatupua and Te Iho Tāngaengae, the application is inconsistent with our Settlement Instruments.

Te Tōpuni Ngārahu

65. Te Ruruku Pūtakerongo (Taranaki Maunga Collective Redress Deed, Part A, section 2) – centres on the establishment of He Kawa Tupua – a framework to be given effect to by Te Ture Whakatupua mō Te Kāhui Tupua 2025 (Taranaki Maunga Collective Redress Act 2025),
66. He Kawa Tupua **also includes**:
- **Te Kāhui Tupua as a legal personality** under Part B, section 5 of Te Ruruku Pūtakerongo;
 - **Ngā Pou Whakatupua/the Maunga values** under Part B, section 6 of Te Ruruku Pūtakerongo;
 - **The effect of Te Kāhui Tupua status and Ngā Pou Whakatupua** under Part B, section 7 of Te Ruruku Pūtakerongo;
 - **Te Tōpuni Kōkōrangī** under Part B, section 8 of Te Ruruku Pūtakerongo;

- **The repeal of the Mount Egmont Vesting Act 1978** under Part B, section 4 of Te Ruruku Pūtakerongo;
- **Te Tōpuni Ngārahu Trust** was established by the Te Tōpuni Ngārahu Trust Deed dated 1 September 2023;
- **Official geographical name changes for Te Papa-Kura-o-Taranaki and Taranaki Maunga** under Part B, section 9 of Te Ruruku Pūtakerongo;
- **The vesting of land and certain minerals and industrial rocks in Te Kāhui Tupua** under Part B, section 10 of Te Ruruku Pūtakerongo;
- **He Kawa Ora mō Te Papa-Kura-o-Taranaki Management Plan** under Part B, section 11 of Te Ruruku Pūtakerongo;
- **Other matters contained in Te Ruruku Pūtakerongo.**

67. Te Ture Whakatupua mō Te Kāhui Tupua is the culmination of 20+ years of Treaty of Waitangi settlements wherein all eight Iwi of Taranaki have completed the settlement process. The Act is complementary to, not separate from those individual Treaty settlements which all acknowledged the aspiration of collective redress. All Treaty settlements try to enhance iwi participation in resource management processes, and Te Tōpuni Ngārahu seeks to support that. The Fast-track process is contrary to that and doesn't allow for such participation

68. The role of Te Tōpuni Ngārahu Trust is to be the collective governance entity for Ngā Iwi o Taranaki for the purposes of He Kawa Tupua. The Trusts' responsibilities are firmly focused on the recognition and further reconnection of the relationship between Ngā Iwi o Taranaki and their Tūpuna Maunga. These responsibilities differ from those of Te Tōpuni Kōkōrangi who are the human face and voice of Te Kāhui Tupua who act and speak for, and on behalf of Te Kāhui Tupua.

69. The applicant has not assessed the activity against Te Kāhui Tupua status and Ngā Pou Whakatupua.

70. The materials that flow from the Maunga are literally the kikokiko of our Tupuna Maunga. These are the materials the applicant proposes to extract.

Te Ohu Kaimoana

71. There are three settlement instruments that we would like to bring to the panel's attention. Te Ohu Kaimoana's position is that the application is inconsistent with all three of our settlement instruments. Our reasonings are outlined in the table below.

72. Note: Justice Boldt in the case of *Te Ohu Kaimoana Trustee Ltd v Attorney-General*) confirmed that breaches of the settlement can be assessed in the context of the integrity of the settlement as a whole, without the need to point to specific clauses or obligations in the settlement. Boldt also confirmed that the Crown can be liable for breach of an action that adversely impacts the value of settlement, notwithstanding, that it may not have been contemplated at the time of settlement. This provides a wider scope than the explicit provisions of the legislation/ settlement instruments.

Settlement instrument	
The Māori Fisheries Deed of Settlement and the Treaty of Waitangi (Fisheries) Settlement Act 1992 (the Settlement Act)	<ol style="list-style-type: none"> 1. Application approval would be inconsistent with the instruments and undermines the integrity of the Fisheries Settlement. The Settlement guaranteed Māori specified property rights including settlement quota and shares as well as the implementation of customary fishing regulations. The project's uncertain and potentially material adverse effects on fish stocks, customary practices (s10 of the Settlement Act), pātaka and settlement quota value would erode the integrity of the settlement. This would be a breach of the Crown's obligation to protect the settlement as Justice Boldt emphasised permanence and integrity of the settlement as central in the case of <i>Te Ohu Kaimoana Trustee Ltd v Attorney-General</i> at [188]. 2. Settlement mechanisms and assets at risk include: <ol style="list-style-type: none"> a. Settlement quota and its value, protected status and place within the Māori pool means the project presents risks to the economic value of quota and to iwi's ability to exercise their rights under the Act. b. Annual Catch Entitlement (ACE) and income streams. c. customary non-commercial fishing rights and accessibility: <ol style="list-style-type: none"> i. Pātaka arrangements where commercial fishing supports access at risk if customary target

	<p>species declines or shifts, this means pātaka utility will decline</p> <p>ii. Customary rights reduced in practice if fish stocks or access is reduced</p> <p>d. May reduce abundance or accessibility of commercial and non-commercial (cultural) stocks, undermines integrity of the settlement.</p> <p>3.</p> <p>a. Nature: Ecological impacts (sediment plume, habitat loss, altered light, trophic impacts), displacement of fish species</p> <p>b. Extent: moderate to high with the South Taranaki Bight with potential regional flow on effects</p> <p>c. Pathway: mining > plume > reduced primary productivity and habitat > reduced stock abundance/displacement rates > direct erosion of settlement benefits</p> <p>d. Certainty: medium, due to known uncertainties but plausible adverse pathways</p>
Māori Fisheries Act 2004 (MFA)	<p>1. Application approval would be inconsistent with the instrument. For the reasons noted in the Settlement Act assessment. Supported by the preamble, s10, s32, s35, s155 and s161 of the MFA).</p> <p>2. The MFA guaranteed fisheries settlement assets such as settlement quota, ACE and income streams. The application under consideration may reduce abundance or accessibility of commercial and customary non-commercial stocks, which undermines integrity of the settlement.</p> <p>3.</p> <p>a. Nature: Cultural, economic and ecological impacts. Degradation of settlement assets.</p> <p>b. Extent: moderate to high with the South Taranaki Bight with potential regional flow on effects</p> <p>c. Pathway: mining > plume > reduced primary productivity and habitat > reduced stock</p>

	<p>abundance/displacement rates > direct erosion of settlement benefits</p> <p>d. Certainty: medium-high, due to known uncertainties but plausible adverse pathways</p>
<p>Māori Commercial Aquaculture Claims Settlement Act 2004 (MCACSA)</p>	<ol style="list-style-type: none"> 1. Application approval would be inconsistent with the instrument. The Act gave Māori rights to financial and spatial settlement for aquaculture development (s 3,5,6,8-18 MCACSA). If TTR activities affect water quality, sedimentation, marine ecology or present biosecurity risks it diminishes the future value of aquaculture settlement assets by harming existing or potential aquaculture operations. <ol style="list-style-type: none"> a. TOKM also notes a lack of comprehensive engagement with Marlborough Iwi Aquaculture organisations (IAOs). This creates uncertainty about compliance with settlement obligations. 2. Risks to pre-commencement aquaculture settlement value; future aquaculture settlement space (20% of new space); and regional aquaculture potential if affected by biosecurity risks and special conflicts in Admiralty Bay. 3. <ol style="list-style-type: none"> a. Nature: Economic and environmental impacts. Possible degradation of potential settlement assets. b. Extent: Impacts on Marlborough IAOs and aquaculture operators c. Pathway: Vessel anchoring and ballast water discharge > introduction of pathogens/invasive species > potential harm to mussel farms and aquaculture productivity

	d. Certainty: moderate, due to known uncertainties but plausible adverse pathways
Treaty settlements generally	<p>On a more general level, TOKM agrees that the application would be inconsistent with the obligations under the Maori Fisheries Settlement, Maori Commercial Aquaculture Claims settlement and relevant iwi Treaty settlements.</p> <p>There is an expectation of permanence that underscores Treaty settlements more generally so we support not only our own settlement but the integrity of iwi and their own settlements too, in our own submission we adopted and supported the submission submissions of Ngāti Ruanui and Te Kaahui o Rauru in relation to their respective Treaty settlements.</p>

2. *For interests arising under the Māori Fisheries Act and Māori Commercial Aquaculture Claims Settlement Act, say whether the Project Activities within the Project Area or any Potentially Affected Area are likely to affect the value or utility of those settlement interests. Provide reasons.*

73. Not separately addressed.

3. *Where a Settlement Instrument is required to be given effect in decision-making, explain the practical implications for this application, including any constraints or requirements on the Project Activities within the Project Area or any Potentially Affected Area.*

74. Not separately addressed.

B. Existing Interests

1. *Identify effects of the Project Activities on Existing Interests within the Project Area or any Potentially Affected Area, with reasons. For this question, Existing Interests include MACA applications, tikanga-based activities, and existing commercial and customary activities (excluding Settlement Instruments and settlement entitlements addressed in Section A).*

75. See below.

2. *Where effects identified in B1 may restrict, displace or otherwise impair an Existing Interest, state whether the effect is temporary, periodic, or enduring, with reasons. In doing so, have regard to:*

- i) the area of overlap between the Project Activities and the Existing Interest;*
- ii) the degree to which either must be carried out to the exclusion of other activities;*
- iii) whether the Existing Interest can be exercised only in the area to which the application relates; and*
- iv) any other relevant matter.*

Where relevant, specify Fisheries New Zealand statistical reporting areas and fishing methods.

76. Effects of the project on existing interests for which protection is sought through MACA applications are the same as those for settlement instruments.

77. There are also a range of other existing interests of iwi and hapū affected by the project. There was not sufficient time to detail these in the conference.

78. The effects on these existing interests must be considered in the context of the discussion of tikanga that follows. The relevant tikanga is that determined by the mandated collectives that hold mana whenua, mana moana. It is not an objective process that can be assessed by externally-appointed individuals.

3. *Identify tikanga principles relevant to managing effects in this case, and any tikanga-based indicators relied on (for example cultural health indices, mātauranga observations, seasonal use). Note where any monitoring information is held.*

Tikanga-consistent engagement

79. Where there is proper engagement from the outset, it is possible for a real understanding of tikanga to grow, and then tikanga principles can guide a project and be applied to understand effects. Where engagement is absent – or late, at

best – that's not possible. Failing to engage and failing to do any homework on us is to takahi (trample) on our mana.

80. Tikanga forms a relationship between the applicant and those who hold mana whenua, mana moana. A good relationship can provide balance – some times that means agreeing to disagree, but you can't even do that without a respectful relationship. Balance is different to 'yes/no' or 'right/wrong'.
81. It's not for the iwi and hapū to present tikanga point-by-point at this late stage, when there have been many years for the applicant to have meaningful engagement on those matters. The applicant has never engaged in a timely and meaningful and genuine, mana-enhancing way, for example, prior to formal and legal processes. Those processes aren't a substitute.
82. There has to be a two-way discussion that is ongoing, not just one-way. There hasn't even been a discussion yet.
83. That doesn't have to be the case. Ngāti Manuhiakai has a relationship with Beach Energy and we were able to communicate, to share cultural expertise to that company and to alleviate some of the damage they were going to cause on the moana. We have carried out tikanga practices on the drilling rigs, acknowledging the environment where they were. The experience was that it would have been better to share our understanding of the environment and our matauranga much earlier in the process. That would have helped work out the best result, even if that result was that they don't come here. But it needs people to actually understand our tikanga and cultural values. Only then does it play a part in the decision-making.
84. Those discussions begun with the end in sight: decommissioning. That is important because we are going to be here forever, while the company will be gone soon. We have to hand it on to our mokopuna in a pristine state. We can't do that if it is going to take 1,000s of years to recover.
85. Another example of the expression of tikanga is the Ngāti Ruanui CIA for consenting of the OMV discharge. There are other places where that applies, eg. There is a joint monitoring projects with Fonterra and STDC of the ocean outfall (details provided in response to the Minute 11 RFI). These examples are in contrast to the TTR application where those perspectives have been absent. That's why it can't proceed.

86. Ngaa Rauru state that the questions posed assume that Ngaa Rauru tikanga is capable of managing the effects of the project, but nothing in our tikanga is capable of doing that. We say the project must stop to avoid the adverse effects. Other participants share that view in terms of their own tikanga.
87. Ngaa Rauru talk about our muka, the fibres, that weave together our identity. These include our tikanga that derives from mana, which come from atua and tupuna and acknowledges the mana of whānau, hapū and marae. Those muka include te mita o te reo, matauranga, waiora, me te hauora, kaitiakitanga, whakapapa, wairuatanga. Each of those things have their own mana, and collectively they form a portfolio of knowledge and identity.
88. Water from above and below, from the mountains to the sea, wai maori or waters of Tangaroa, are one and the same but go through different stages and hold different mana as they go through different realms.
89. There is more to kaitiakitanga and our ability to connect, mai te rangi, ki te whenua, ki uta, ki tai. The Settlements delineate us, but whakapapa connects us through the generations, but also back to the atua. Beyond the physical realm, we can climb to another spiritual, metaphysical realm. And that is what this project will harm.
90. Our tikanga cannot manage the destruction that this project poses. This project cannot continue, because it diminishes the identity of Ngaa Rauru. That cannot be managed through tikanga or otherwise. Other participants share those concerns.
91. The idea of identifying tikanga and kaitiakitanga has already been recorded in documents, including the Treaty settlements. For example, the Ngāti Ruanui coastal statutory acknowledgement refers to the taniwha, Toi. The Supreme Court has directed the applicant and decision makers to take tikanga into account, beyond just physical effects. Our values, our tikanga and kaitiakitanga have not been applied anywhere through this application and process.
92. When tikanga is applied, the only answer is that this project cannot proceed.
93. The environment was here before us and we had to learn to live in it according to the tikanga established by the atua. It's our responsibility to share that cultural knowledge of how to live in that environment.

94. Taiao Taiora, the Environmental Management Plan for the Taranaki Iwi rohe, clearly affirms that Taranaki Iwi oppose all forms of mining or prospecting within the marine environment, as such activities compromise the natural balance and diminish the mouri of Tangaroa-ki-Tai.
95. Taranaki Iwi uri continue to uphold tikanga by observing and monitoring seasonal patterns—such as Ngā Tai a Mākiri, which occurs from March through September—to assess the health of pūkawa, mātaimai, and tauranga ika, and to determine appropriate times for harvest. In addition, tikanga-based measures like rāhui are actively applied to safeguard and restore these areas. This commitment is reflected in the current rāhui and the aspiration to establish a mātaimai reserve across the full extent of this coastal environment.
96. The Taranaki VTM applications and its potential effects undermine Taranaki Iwi rights and obligations under Te Tiriti o Waitangi and the Taranaki Iwi Claims Settlement Act 2016, and disregards tikanga and mana moana, reducing our interests to merely fishing rights. Furthermore, it threatens the relationship of Taranaki Iwi and hapū with their takutai moana which is our sustenance and connection to past and present.
97. Te Kāhui o Taranaki, unequivocally recommends the Expert Panel decline the application.
98. The key reasons for our opposition include:
- (a) The project poses significant, inadequately assessed adverse effects on our takutai moana, culture, ability to safely harvest kaimoana in accordance with tikanga and mātauranga, and Treaty obligations.
 - (b) Engagement processes proposed by the applicant are tokenistic and misrepresent tikanga.
 - (c) The application fails to address obligations under our Treaty settlement.
99. We state that the rights and interests of iwi and hapū must be recognised as afforded to us within our Treaty settlement commitments.

Atua, tupua and kaitiaki

100. At the Hawera conference, Ngaa Rauru presented on the metaphysical realms, looking at our atua. Macro level, we have Tangaroa, at the foreshore

Tumatauenga, on the land, Papatuanuku and on the Maunga is Ruamoko. At the next level we have a range of kaitiaki e.g. Te Tai o Kupe.

101. But the project area is part of the rohe of Toi of our offshore Taniwha, Toi patrols the coast from Waingongoro, through the rohe of Ngāti Tū and Ngāti Ruanui, Toi patrols and it is not a benign patrol – if he feels you are transgressing his laws he will tip your boat over and not all will necessarily survive. If bodies come back to land, he can take an eye.
102. The blue shark, mako, is also kaitikai. In the awa Waingongoro there are three kaitiaki, the first at mouth of the awa, the second, who is bigger, 80m towards south and further into the awa is another who is quite benign. Further inland in the Mangatoke Stream is another who is not at all benign.
103. There are a range of metaphysical kaitaki below our atuaanga. It's not just legend, they are living metaphysical beings still in today's realms. This is how we as kaitamua view them. There are lesser kaitiaki for pā tuna and other kaitiaki that nurture the mauri of the physical realm. There are different methods depending on where you are at the coast for nurturing the mauri. These realms are all intrinsic to our physical realm. They determine our health and mental well-being.

Rāhui as a tikanga mechanism

104. Rāhui are restrictions to stop people interfering with the environment so the environment can repair itself and bring itself back into balance.
105. We have many forms of rāhui where we have to take people away so the environment can repair itself. Sometimes that occurs when there is a mate, or death – it gives time for important processes to happen but also for things to come back into balance.
106. One of the best examples of rāhui was our Covid lockdown – it showed the good that happens when humans reduce their impact. We locked people out of the environment and the environment began to repair itself.
107. The length of rāhui can vary and they can be for different purposes. These are tools that have been used for generations are still actively used now on both land and the moana. For example, about six months ago there was memorial at

Rangatapu for a boat that went down nearby around 50 years ago, drowning some of our uncles. A rāhui was put in place immediately and it stayed in place until it was felt that sufficient balance had been restored.

108. Ceremonies accompany placing and removing a rāhui, and wānanga occur before deciding when to remove one. Rāhui apply to a specific area. On land, for example, one could be placed after a road death. In the past rāhui have even been placed over buildings, for example a school that ended up in the hands of the Official Assignee. That resulted in the school being handed back to the hapū.
109. Rāhui may be placed on the maunga when there is a mate there. Ngāruahine and Ngāti Ruanui would jointly place the rāhui and decide when to lift it. The last time a climber died on the maunga, we went to the mouth of the Kapuni Stream to place the rāhui because the maunga and the land and the moana are intrinsically joined. Sometime after the tupāpaku was retrieved, we went to the same place to lift it.
110. There are different types of rāhui, or rāhui for different purposes. We may decide it is necessary to put a rāhui on the Application Area.

Conditions and monitoring

111. There is not enough certainty about effects to engage with these topics. What we know intrinsically through tikanga is also reinforced by the Western science in this case, because those experts can't agree on the likely effects/outcomes of the project and haven't been able to for years. JWSs from other conferences demonstrate this very clearly.
112. The proposed conditions only apply monitoring when non-compliance occurs and we can never accept that.
113. Ngaa Rauru state that engaging in this exercise wouldn't truly be monitoring the impacts of the activity, it in fact would be monitoring its impacts on our identity, our demise. The invitation to monitor effects is therefore extremely offensive. All other participants support this statement.

C. Information Adequacy and Uncertainty

1. *List material uncertainties that remain after caucusing relevant to the Application Approvals and Project Activities. For each, explain why it matters to the Panel's decision and whether it can be resolved prior to decision or would require conditions. If no condition could credibly*

secure compatibility, state the implication for the decision and why conditions could not cure the inconsistency.

114. A number of comments recorded above refer to both the high level of uncertainty and the applicant's consistent failure to assess impacts on Treaty settlements, iwi and hapū. Participants consider the application to be incomplete for these reasons.
115. Time did not allow for more in-depth discussion.

D. Conditions and Kaitiaki Roles

1. *If you consider conditions necessary and appropriate, provide conditions or a conditions package that:*
 - (i) *identifies the specific Settlement Instrument clause or Existing Interest protected and the risk addressed;*
 - (ii) *sets out the proposed conditions framework including limits and triggers, indicators, certification and monitoring/compliance (including kaitiaki roles), noting for any marine discharge consent, adaptive management cannot be proposed;*
 - (iii) *explains why the package is proportionate to the risk.*
116. See comments above.

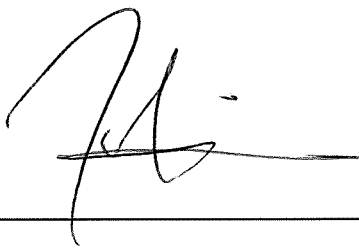
E. Recording of Outcomes

For Sections A–E, record:

- (1) matters agreed;*
- (2) matters disagreed (with concise reasons);*
- (3) unresolved matters; and*
- (4) implications for the decision tests and any condition pathway.*

If relying on a document already filed under Minute 11, reference its filename rather than reannexing.

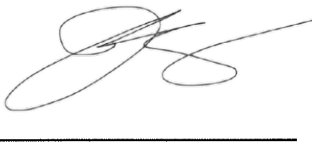
SIGNATURES OF REPRESENTATIVES



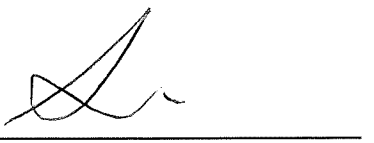
Tahinganui Hina on behalf of **Te Kaahui o Rauru Trust**



Renee Bradley on behalf of **Te Kaahui o Rauru Trust**



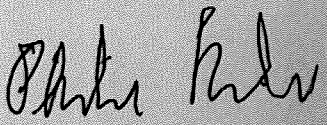
Jacqui King on
behalf of **Te Tōpuni Ngārahu Trust**



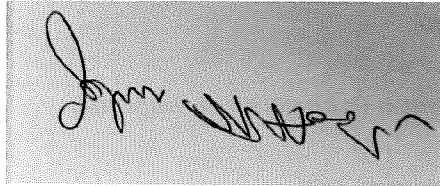
Sera Gibson on behalf of **Te Tōpuni Ngārahu Trust**




Dion Luke on behalf of **Te Tōpuni Ngārahu Trust**



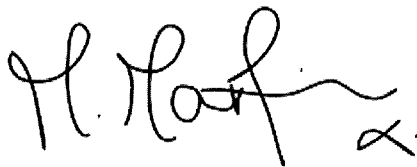
Phil Nuku on behalf of **Te Manuhiakai**



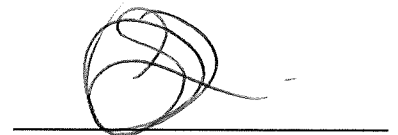
John Hooker on
behalf of **Ōkahu Inuāwai me ētehi atu
ētehi atu hapū**




Alison Anitawaru Cole on behalf of
**Ōkahu Inuāwai me ētehi atu
hapū**



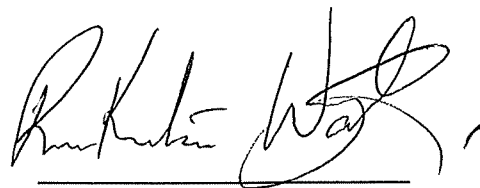
Kayla Martin on behalf of **Te Ohu
Kai Moana Trustee Limited**




Graham Young on behalf of **Te
Rūnanga o Ngāti Ruanui**



Rachel Arnott on behalf of Te
Rūnanga o Ngāti Ruanui



Rukutai Watene on behalf of
Te Rūnanga o Ngāti Ruanui



Ngapari Nui on behalf of Te Rūnanga o
Ngāti Ruanui




Te Oti Katene on behalf of Ngāti
Tū



Liana Poutu on behalf of Te
Tōpuni Kōkōrangī



NAOMI DUKETAPU-WAITE ON BEHALF OF
TE KOROHA O NGARUAHINE TRUST



Sam Tamapara on behalf of
Kāhui Maru Trust

**TE IHO TĀNGAENGAE: COLLECTIVE STATEMENT OF CONNECTION AND
RELATIONSHIP**

HE POU WHAKARURU: GUARDIAN

**Ko te kāhui maunga ēnei, he pou here tikanga atua,
he pou here tikanga tangata, he pou whakaruru nō te ao tūroa.
He pou tupua, he pou tūtei kīhei rū, kīhei ngārue, he pou tūnga roa,
e taumarū ai ngā whakatupuranga me ōna arapaki tū.
He tūtohu whenua, he tūtohu taiao e whai take ai te tini me te mano, ka whāia kia mau, ka
whāia kia piri, kia tata, kia tōpū, he mea paihere nō te kāhui maunga.
He maunga tū noa, i te ao, i te pō. He maunga tapu, tū te ihihi, tū te wehiwehi, tū te
wanawana. He maunga tāmou, he maunga whītiki i te kaupapa tangata.
He maunga tātai, he waha ā-tai e puare ana ki ngā whakatupuranga, e whaimārama ai, e
whaitake nei a tātai tangata i tōna ao, he ara tō tēnā, he ara tō tēnā, Māori mai, Pākehā
mai, he mātāwāiora, he mātāpono, he mātātika.**

The maunga are pou that form a connection between the physical and the social elements of our lived experience. For iwi of Taranaki, the maunga have been ever present and remain personified ancestors, a site of shared history, a physical resource, and the citadel of a unique ecosystem. Wider Taranaki society continues to look upon these maunga as key reference points for the region, shaping an immediate sense of place and social association with mutual identity. Their presence pervades our scenery, projecting mystery, adventure, and beauty, capturing our attention and our imagination in how humanity can be closely bound to a landscape.

The maunga are pou that transcend our perception of time, location, culture and spirit. They help configure how whakapapa, environment, the past and future are understood, engaged with and transmitted to future generations. This is a framework of tangible and intangible resources available to be accessed and applied in our daily lives, and open to be interpreted by various social groupings, Māori and non-Māori, in terms of spiritual, cultural and ethical values.

HE POU TAIORA: PHYSICAL DIMENSION

**Ko te kāhui maunga te iho taketake ki te kureitanga nei, he ahuahunga i a Rū i te au o
nuku ki pīnekineki, ki māniana, ki papatokatoka, ki papawhenua i uta ki tai.
He ahuahunga i a Tāwhiri nui o rangi i te āwhā, i te haupūkeri, i te aorangi,
whiua ki uta, whiua ki tai.
He whakaipurangi wai māturuturu i te huhuka o te rangi, te tukutuku o te rangi, te heihei
o te rangi, te mamange o te rangi, he puna wai matara, he papa kōhukehuke,
he kōiora ki te ao tū roa.
Ehara i a maunga kau noa, tēnā anō he tāmoremore nuku, he tāmoremore rangi,
he pou tina, he pou toka, he pou tāiki ki Taranaki.**

The maunga are the essence of this region having shaped the physical landscape with volcanic activity, inclining slopes, expansive plains and rocky shores. They have shaped the very character of weather, wind, rainfall and climate. They have been the source of unceasing artesian waters, mineral deposits and are a rich store of high altitude biodiversity. These maunga are not simply a part of the Taranaki environment, they are its synthesis.

HE POU KURA, HE POU WĀNANGA,

HE POU KŌRERO: SOCIAL DIMENSION

He kāhui maunga, he iho pūtaketake, he aka tāmore, he puia tautau mahei, ki tuitui wai koropupū, ki horanga whenua taurikura, ki pūkāwa māhorahora ki tai.

He maunga tūtohu i te whenua, he noninga kumu,

he tūranga kāinga, he tūranga wānanga, he tūranga iwi.

He whare punanga kōrero, he kāpuni reo, he kāpuni tikanga, he kāpuni tangata.

He maunga whānui atu i te tūtohu whenua noa, he tupua, he puna i heke mai ai te tangata, he pūkeinga kōiwi, he okiokinga tūpuna. Ko rātou hō mātou okiokinga ko mātou nei tō rātou okiokitanga.

The maunga are the essence of this region having shaped the human landscape with unfaltering springs, fertile lands and an extensive shoreline. They have shaped the very character of geographic reference points, of settlement patterns and boundaries, and have differentiated schools of knowledge of iwi. They have been the source of language, culture and identity. These maunga are not simply landmarks, they are the embodiment of whakapapa, the interment of tūpuna incorporated within iwi whakapapa with names, history and sacred sites.