

TamakiLegal

Barristers & Solicitors

14 July 2026

RESPONSE TO MINUTE 7 REQUEST FOR INFORMATION ON THE STELLA PASSAGE DEVELOPMENT – FTAA-2512-1163

NGĀI TUKAIRANGI HAPŪ TRUST

Naaku te tupuna i whakarau oratia

Te putanga mai ki runga ki a Mauao

Me takere to waka ki te awa ki Waipu

Ki te kawhakinga ō te uru toa

Haere tonu ki Whareroa kia kite

I te paenga kakara

E tau ki nga pari tahataha

Ki Otamataha i rongo ai

I te riri a Koraurau

Mutu rawa ai te pukenga

Ka kite i reira nga toka

Whakataratara ō Tukairangi

I tohutohu ai toku waka

I raru ai au e

(Kihi Ngatai, 2006)

This response is filed on behalf of Ngāi Tukairangi, a hapū located at Whareroa Marae with Ngati Kuku.

In Ngāi Tukairangi history, Ngati Kuku is one of several whānau or hapū of Ngāi Tukairangi.

CONTACT DETAILS

1. Contact Details			
Please ensure that you have authority to comment on the application on behalf of those named on this form.			
Organisation name (if relevant)	Ngāi Tukairangi Hapū Trust		
First name	Riri		
Last name	Ellis		
Postal address	C/- Tamaki Legal PO Box 75 517, Manurewa, Manukau 2243		
Home phone / Mobile phone	██████████ ██████████ ██████	Work phone	
Email (<i>a valid email address enables us to communicate efficiently with you</i>)	██████████ and ████████████████████		

2. We will email you draft conditions of consent for your comment			
☒	I can receive emails and my email address is correct	☐	I cannot receive emails and my postal address is correct

INTRODUCTION

1. On 29 June 2026 the Expert Panel issued Minute 7 requesting any participant to provide targeted legal submissions addressing sections 7, 82 and 85(1)(b) of the Fast-track Approvals Act 2024 (“FTAA”) identifying:
 - a. The existing Treaty settlement, as defined in the FTAA;
 - b. The relevant obligations(s) arising under the settlement;
 - c. How a decision to grant the approvals would arguably be inconsistent with the obligation(s);
 - d. Whether the settlement provides for the consideration of any document (as defined in s 82(4) when decisions are made under s 104 of the RMA and 53 of the Wildlife Act 1953).¹
2. Section 7 FTAA provides for obligations relating to Treaty settlements and recognised customary rights. Relevantly, s 7 requires that all persons performing and exercising functions, powers, and duties under the FTAA must act in a manner consistent with the obligations arising under existing Treaty settlements.
3. Section 82 applies if a Treaty settlement is relevant to an approval. Furthermore, if the Treaty settlement provides for the consideration of any document, the panel must give the document the same or equivalent effect through the panel’s decision making as it would under any relevant specified Act. The panel must also consider whether granting the approval would comply with s 7 FTAA.
4. The reference to ‘document’ in s 82 means any document, arrangement, or other matter and includes any statutory planning document amended as a result of the settlement.
5. Section 85(1)(b) requires the panel to decline an approval if it considers that granting the approval would breach s 7 FTAA.

¹ Minute 7 of the Expert Panel *Stella Passage Development FTAA-2512-1163* 29, June 2026 at [2(c)]

EXISTING TREATY SETTLEMENT, AS DEFINED IN THE FTAA

6. Section 7(3) FTAA defines ‘existing Treaty settlements’ to mean Treaty settlements that exist at the time the relevant function, power, or duty is performed or exercised rather than only settlements that exist at the commencement of the FTAA.

7. Subject to s 7(3), s 4 FTAA defines:

- a. ‘Treaty settlement’ to mean a Treaty settlement Act or a Treaty settlement deed,
- b. ‘Treaty settlement Act’ to mean an Act listed in Schedule 3 of the Treaty of Waitangi Act 1975, or any other Act that provides for Treaty of Waitangi claims, including Acts that provide collective redress or participation arrangements for claimant groups whose claims are, or are to be settled by another Act,
- c. ‘Treaty Settlement deed’ to mean a deed or other agreement that has been signed by or on behalf of a Minister of the Crown and representative of a group of Māori, is in settlement of the claims of that group or in express anticipation, or on account, of that settlement and includes a deed or other agreement (of the kind described) that relates to the claims of a collective or combination of Māori groups but does not include an agreement in principle or any document that is preliminary to a signed and ratified deed.

Ngāi Te Rangi and Ngā Pōtiki Deed of Settlement 14 December 2013 (“DOS”)

8. The DOS is signed:

- a. for and on behalf of the Crown by the Minister for Treaty of Waitangi Negotiations and the Minister of Finance,
- b. by Ngāi Te Rangi Settlement Trust, and
- c. by Ngā Pōtiki a Tamapahore Trust.²

² Ngāi Te Rangi and Ngā Pōtiki Deed of Settlement 14 December 2013 at p 58 – 65.

9. The DOS settles the historical claims of Ngāi Te Rangi and Ngā Pōtiki and specifies the cultural, financial and commercial redress to be given to Ngāi Te Rangi and Ngā Pōtiki.³
10. Ngāi Te Rangi includes the collective group composed of individuals who descend from one or more Ngāi Te Rangi ancestors. This includes every whānau, hapū or group to the extent that it is composed of individuals who descend from one or more Ngāi Te Rangi ancestors.⁴
11. Ngāi Tukairangi descendants, come from Tapuiti, the eldest surviving child of Te Rangihouriri, following his death and that of his son, Tutengaehe. Ngāi Tukairangi is also a hapū of Ngāi Te Rangi. Ngāi Tukairangi representatives are signatories to the DOS.
12. Accordingly, the Ngāi Te Rangi and Ngā Pōtiki DOS is one of the existing Treaty settlements as defined in the FTAA relevant to Ngāi Tukairangi. However, for the purpose of this Response, focus will be on relevant Treaty settlement obligations contained in the Tauranga Moana Iwi Collective Deed.

Tauranga Moana Iwi Collective Deed 21 January 2015 (“TMIC Deed”)

13. The TMIC Deed is signed
 - a. For and on behalf of the Crown by the Minister for Treaty of Waitangi Negotiations, the Minister for Māori Development and the Minister of Finance,
 - b. By Ngā Hapū ō Ngāti Ranginui Settlement Trust,
 - c. By Ngāi Te Rangi Settlement Trust,
 - d. Te Tāwharau ō Ngāti Pūkenga Trust, and
 - e. Tauranga Moana Iwi Collective General Partnership Limited.⁵
14. The TMIC Deed provides collective Treaty redress for historical claims in respect of the shared interests of Tauranga Moana iwi and forms part of the comprehensive settlement of historical Treaty claims of each Tauranga Moana iwi.⁶

³ Ngāi Te Rangi and Ngā Pōtiki Deed of Settlement 14 December 2013 at p 2

⁴ Ngāi Te Rangi and Ngā Pōtiki Deed of Settlement 14 December 2013 at clause 8.6

⁵ Tauranga Moana Iwi Collective Deed 21 January 2015 at p 22 to 30

⁶ Tauranga Moana Iwi Collective Deed 21 January 2015 at clause 7.2

15. Tauranga Moana iwi means the collective group of Ngā Hapū o Ngāti Ranginui, Ngāi Te Rangi and Ngāti Pūkenga. As with the DOS, Ngāi Tukairangi is part of Ngāi Te Rangi for the purpose of the TMIC Deed.⁷
16. Accordingly, the TMIC Deed is also an existing Treaty settlement as defined in the FTAA relevant to Ngāi Tukairangi and, it is submitted, most relevant to the Stella Passage Development.

RELEVANT TREATY SETTLEMENT OBLIGATIONS

Relevant Obligations – TMIC Deed 21 January 2015

17. The full context of the relevant obligations under the TMIC Deed, as described in the Deed, are set out in Appendix A to this Response. Also attached to this Response is a copy of the TMIC Deed.
18. This section of the Response summarises the relevant Treaty settlement obligations under the TMIC Deed.
19. Recognition of Tauranga Moana Iwi (“**TMI**”) rangatiratanga and kaitiakitanga over Tauranga Moana is fundamentally important. TMI aspire to restore, protect and maintain the health and wellbeing of the people around Tauranga Moana and to achieve direct involvement in decision-making affecting Tauranga Moana.⁸
20. According to Clause 2.9 of the TMIC Deed, the Crown arrangements in respect of the Moana should meet Treaty of Waitangi obligations and be informed by the Waitangi Tribunal reports concerning Tauranga Moana claims.⁹
21. More importantly, the Crown, through arrangements in respect of Tauranga Moana, should:
- a. preserve democratic local decision-making and action by and on behalf of communities, including preserving the role of and final decision-making by, local authorities as provided in relevant legislation,

⁷ Tauranga Moana Iwi Collective Deed 21 January 2015 at clause 8.3

⁸ Tauranga Moana Iwi Collective Deed 21 January 2015 at clause 2.8

⁹ Tauranga Moana Iwi Collective Deed 21 January 2015 at clause 2.9.1

- b. provide an effective role for iwi and hapū in natural resource management,
- c. promote sustainable management of natural and physical resources;
- d. improve and protect the health of the moana and the connected health of whānau, hapū and iwi, and
- e. provide for customary interests and accommodate cultural diversity and more than one world-view.¹⁰

22. Clause 2.11.1 of the TMIC Deed provides that, for the purpose of addressing the foregoing matters, the Crown and TMI agree that the collective legislation will provide for the preparation, review, amendment and adoption of a Tauranga Moana framework document – Nga Tai ki Mauao.

23. TMI and the Crown intend to operate in accordance with their relationship under the Treaty of Waitangi, to provide TMI and hapū meaningful participation in decision-making and the framing of policy related to Tauranga Moana, to promote holistic and integrated management of Tauranga Moana and to provide for iwi and hapū values and matauranga Māori in the management of Tauranga Moana.¹¹

24. Clause 2.24.7 enables TMI, hapū, local authorities and agencies with responsibilities related to the Moana to establish and maintain positive, co-operative and enduring relationships based on, among other things, actively working together to share knowledge and expertise, to maintain an effective role for TMI to participate in the governance of the Moana and to achieve effective and integrated management of the Moana for the good of all.

HOW DECISION TO GRANT APPROVALS WOULD ARGUABLY BE INCONSISTENT WITH TREATY SETTLEMENT OBLIGATIONS

25. In responding to this issue, it is important to first identify briefly the cultural impacts of the Stella Passage Development (“SPD”) on Ngāi Tukairangi hapū and local whānau. A

¹⁰ Tauranga Moana Iwi Collective Deed 21 January 2015 at clause 2.9.3 to 2.9.7

¹¹ Tauranga Moana Iwi Collective Deed 21 January 2015 at clause 2.23 to 2.24.4

discussion can then follow on how a decision to grant approvals would arguably be inconsistent with Treaty settlement obligations.

Ngāi Tukairangi Cultural Values Report 2025 – Stella Passage Development

26. As discussed fully in Ngāi Tukairangi Cultural Values Report 2025 (“**CVR**”) relating to the SPD, Ngāi Tukairangi raise concerns over further encroachment, increased environmental degradation, and potential adverse health effects on whānau residing in the proposed SPD area.¹²
27. Ngāi Tukairangi is a hapū, of Mount Maunganui and Te Papa (Otamataha, Otuomoetai) where both the Mount Maunganui Wharf and the Sulphur Point Wharf are located.
28. Whareroa Marae, papakāinga and whānau are the most affected community due to its proximity to the Port of Tauranga. The visual and physical expansion of the Port may further isolate the marae from its natural environment, comprising its connection to Te Awanui – Tauranga Harbour. Increased infrastructure such as wharves, cranes and lighting will dominate historical viewshafts, diminishing the mana and wairua of the marae environment.¹³
29. Increased industrial emissions from constructions, dredging, and shipping may exacerbate respiratory health issues, particularly among rangatahi (youth) and kaumatua (elderly).¹⁴
30. Sediment runoff and potential contaminant release from increased dredging could affect traditional kaimoana gathering sites, reducing their safety for consumption. Monitoring of fine particulate matter (PM10) around Whareroa Marae already indicates high industrial air pollution levels, which are likely to worsen with the SPD if approvals are granted without appropriate mitigation to safeguard against these impacts.¹⁵

¹² Ngāi Tukairangi CVR 2025 at p 59

¹³ Ngāi Tukairangi CVR 2025 at p 59

¹⁴ Ngāi Tukairangi CVR 2025 at p 60

¹⁵ Ngāi Tukairangi CVR 2025 at p 60

31. Constant industrial noise from the Port operations disrupts tangi, hui, and wānanga held at the Whareroa marae impacting Matapihi as well, where another Ngāi Tukairangi marae, Hungahungatoroa, is located.¹⁶

Inconsistency with Treaty Settlement Obligations

32. The TMIC Deed recognises TMI rangatiratanga and kaitiakitanga over Tauranga Moana as fundamentally important. Moreover, under the Deed, TMI, including Ngāi Tukairangi by virtue of their affiliation to Ngāi Te Rangi, aspire to restore, protect and maintain the health and wellbeing of the people around Tauranga Moana and to achieve direct involvement in decision-making affecting the Moana.¹⁷

33. In accordance with the TMIC Deed, the Crown arrangements should meet Treaty of Waitangi obligations including the provision of an effective role for iwi and hapū in resource management. The Crown arrangements should also seek to improve and protect the health of Tauranga Moana and the connected health of whānau, hapū and iwi.

34. Of particular relevance to the SPD is the obligation for the Crown and TMI to act in accordance with their relationship under the Treaty of Waitangi, to provide TMI and hapū meaningful participation in decision-making related to Tauranga Moana, to promote holistic and integrated management of the Moana and to provide for iwi and hapū values and matauranga Māori in the management of Tauranga Moana.

35. Given the concerns expressed in Ngāi Tukairangi CVR regarding the likely impacts of the SPD on their cultural values it is Ngāi Tukairangi position that if the approvals required for the SPD (in its current form) are granted, such grants would likely be inconsistent with the obligations in the TMIC Deed.

36. There will be a loss of connection for Ngāi Tukairangi hapū, Whareroa Marae, whanau and kaimahi in the local vicinity to Te Awanui in addition to the impact of air, noise, water quality and industrial smothering.

¹⁶ Note – Ngāi Tukairangi CVR provides further details of the effects the SPD are likely to have on cultural values

¹⁷ Tauranga Moana Iwi Collective Deed 21 January 2015 at clause 2.8

37. Without an effective role for Ngāi Tukairangi to participate in decision-making related to Tauranga Moana, as guaranteed under the Deed, their rangatiratanga and kaitiakitanga will not be recognised nor will their aspirations to restore, protect and maintain the health and wellbeing of the Tauranga Moana people be achieved.
38. If Ngāi Tukairangi or any of the TMI and hapū cannot effectively participate in decision-making related to Tauranga Moana, like the decision-making process for the SPD, holistic and integrated management of Tauranga Moana is unlikely to occur. Of significant concern is the fact that iwi and hapū values and matauranga Māori in the management of Tauranga Moana is unlikely to be provided for as is required under the TMIC Deed.¹⁸ However, the recommendations and proposed conditions contained in Ngāi Tukairangi CVR will go some way in addressing these inconsistencies.

WHETHER TREATY SETTLEMENT PROVIDES FOR CONSIDERATION OF ANY DOCUMENT DEFINED IN S 82(4) FTAA WHEN DECISIONS ARE MADE UNDER S 104 OF THE RMA OR S 53 OF THE WILDLIFE ACT 1953

39. The TMIC Deed provides at clause 2.11.1 that the collective legislation, which is an attachment to the Deed, will provide for the preparation, review, amendments and adoption of a Tauranga Moana framework document – Nga Tai ki Mauao.
40. I am instructed that work on this document has been stalled for well over a decade. Accordingly, this document does not exist currently and is a work in progress.
41. However, the reference to ‘document’ in s 82(4) FTAA means any document, arrangement, or other matter. Some obligations discussed in the previous section are couched as arrangements in the TMIC. It is therefore submitted that the ‘arrangements’ referenced in the TMIC Deed can also be considered under s 82(4) when making decisions under the RMA and Wildlife Act.

Victoria Tuma Senior Associated – Tamaki Legal Ltd

on behalf of the Ngāi Tukairangi Hapū Trust

¹⁸ Ngāi Tukairangi can, if required, expand on this section at the cultural issues hearing.