



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

Project Name: FTAA-2608-1275 Coleridge Hydro-electric Power Scheme Reconsenting Project

To:	Date:
Hon Chris Bishop, Minister for Infrastructure	14 October 2026

Number of attachments: 6	Attachments: - Provisions of section 18 of the Fast-track Approvals Act 2024 - Project location map - List of relevant Māori groups - Statutory acknowledgement for Whakamataua (Lake Coleridge) from the Ngāi Tahu Claims Settlement Act 1998 - Deed of recognition for Whakamataua (Lake Coleridge) from the Ngāi Tahu deed of settlement - Comments received from invited Māori groups: - Te Rūnanga o Ngāi Tahu - Aoraki Environmental Consultancy Limited - Mahaanui Kurataiao Limited - Whitiara Centre Limited
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Key points

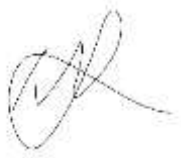
- The Ministry for Cities, Environment, Regions & Transport (on behalf of the Secretary for the Environment) has prepared this report on Treaty settlements and other obligations under section 18 of the Fast-track Approvals Act 2024 (the Act), in relation to the FTAA-

2608-1275 Coleridge Hydro-electric Power Scheme Reconsenting Project referral application.

2. The applicant, Manawa Energy Limited and its parent company Contact Energy Limited, proposes the renewal of consents for the Coleridge Hydro-electric Power Scheme (Coleridge HEPS), at Lake Coleridge in the Selwyn District, Canterbury. The Coleridge HEPS generates a maximum of 39.5 megawatts (MW) with an average annual output of 270 gigawatt hours (GWh), or enough to power approximately 33,750 homes. The applicant is seeking approvals under the Act which would otherwise be sought under the Resource Management Act 1991 (RMA), and possibly the Conservation Act 1987, Wildlife Act 1953, and Freshwater Fisheries Regulations 1983.
3. Section 18(2) of the Act requires that the report provide a list of relevant Māori groups, including relevant iwi authorities and Treaty settlement entities. We have identified Te Rūnanga o Ngāi Tahu, Te Ngāi Tūāhuriri Rūnanga, Te Taumutu Rūnanga, Te Rūnanga o Arowhenua, Whitiara Centre Limited, Mahaanui Kurataiao Limited, and Aoraki Environmental Consultancy Limited as the relevant groups.
4. The relevant Treaty settlement is the Ngāi Tahu Claims Settlement Act 1998. No other obligations have been identified under section 18(2) as relevant to the project area.
5. The Ngāi Tahu Claims Settlement Act 1998 provides for a statutory acknowledgement over Whakamatau/Lake Coleridge. According to the information provided by the applicant, the components of the Coleridge HEPS are on land held by the applicant. However, the project area is adjacent to the statutory area and may affect it, given the proposed activities.
6. Under the RMA and the relevant Treaty settlements, a consent authority must have regard to a statutory acknowledgement when deciding whether an iwi is an 'affected person' for the purposes of notification decisions and must provide a summary of any consent applications relevant to the statutory area to a statutory acknowledgement holder. We consider the process of inviting comment (including providing information about the application) from Te Rūnanga o Ngāi Tahu under the Act is comparable to the requirements for statutory acknowledgements under the RMA and Treaty settlements.
7. The Ngāi Tahu settlement also provides for a deed of recognition over Whakamatau. Based on the information provided, the applicant does not appear to propose any occupation or works within the statutory area of the Crown-owned parts of the lake which would otherwise require a decision-maker to have particular regard to the views of Te Rūnanga o Ngāi Tahu. However, in light of the proposed activities, a panel considering a substantive application for this project may wish to satisfy themselves that no rights for use or occupation in relation to the statutory area are contemplated.
8. Other Treaty settlement redress provisions – such as taonga species, conservation protocol, and nohoanga – do not appear to create any direct obligations in relation to this application as it currently stands, but nonetheless underline the traditional connection of Ngāi Tahu with this area and its environment.
9. You received comments on the application from Te Rūnanga o Ngāi Tahu, Aoraki Environmental Consultancy Limited (on behalf of Te Rūnanga o Arowhenua), Mahaanui Kurataiao Limited (on behalf of Te Taumutu Rūnanga), and Whitiara Centre Limited (on behalf of Ngāi Tūāhuriri Rūnanga). Common elements across these comments include:
 - a. an emphasis on the traditional cultural significance of Whakamatau and the Rakaia catchment, including mahinga kai and as part of an established travel route between coasts;
 - b. reference to Treaty settlement provisions such as the Whakamatau statutory acknowledgement, taonga species, and nohoanga;

- c. the need for the applicant to undertake a range of assessments and management plans before a substantive application is lodged (including in relation to aquatic and terrestrial ecology, water quality and quantity, earthworks and sedimentation, river geomorphology, riparian margins, encroachment of structures on or into water, fish passage and protection, cultural and Treaty settlement impacts, and the Rakaia Water Conservation Order);
 - d. support for the proposed three-year timeframe for lodging a substantive application; and
 - e. the need for meaningful engagement with papatipu rūnanga.
10. We do not consider there are any matters raised in this report which make it more appropriate for the proposed approvals to be authorised under another Act or Acts.

Signature



Max Gander-Cooper
Acting Manager – Fast-track Operations

Introduction

11. Under section 18 of the Act, you must consider a report on Treaty settlements and other obligations for each referral application, prepared and provided by the responsible agency (Secretary for the Environment).
12. The information which must be provided in this report includes:
 - a. relevant iwi authorities, Treaty settlement entities, applicant groups under the Marine and Coastal Area (Takutai Moana) Act 2011 (MACA), and other Māori groups with interests in the project area;
 - b. relevant principles and provisions in Treaty settlements and other arrangements;
 - c. a summary of comments and further information received from invited Māori groups; and
 - d. advice on whether it may be more appropriate to deal with the matters that would be authorised by the proposed approvals under another Act or Acts.
13. This report is structured accordingly. We have provided a list of the relevant provisions of section 18 at **Attachment 1**.

Proposed project

14. The applicant, Contact Energy Limited and Manawa Energy Limited (a wholly-owned subsidiary of Contact), propose the renewal of consents for the Coleridge HEPS, at Lake Coleridge in the Selwyn District, Canterbury. The Coleridge HEPS was initially commissioned in 1914 and generates a maximum of 39.5 MW with an average annual output of 270 GWh, or enough to power approximately 33,750 homes. The applicant is the registered proprietor of the land upon which the relevant Coleridge HEPS components are located.
15. Under the Coleridge HEPS, water is diverted from the Wilberforce and Harper Rivers (tributaries of the Rakaia River) and carried by canals into Lake Coleridge. The Acheron River is diverted via a pipeline and race to the Coleridge Stream, and then to the lake. Two tunnels take water from the lake to surge chambers above the power station. From here, flows are split into penstocks which feed into the power station. The tailrace below the power station crosses a river terrace and discharges into the Rakaia River.
16. The applicants are seeking approvals under the Act which would otherwise be sought under the RMA for:
 - a. taking, use, damming and diversion of water for hydro-electricity generation and cooling water purposes;
 - b. discharge of water and contaminants (e.g. sediment) to water or land;
 - c. erection, reconstruction, placement, use and maintenance of structures within the bed of lakes and rivers;
 - d. excavation and disturbance of the bed of lakes and rivers, and any associated clearance of vegetation;
 - e. deposition and placement of substances (e.g. gravel, silt and sediment) in the bed of lakes and rivers; and
 - f. earthworks for periodic dredging of the Wilberforce Canal.
17. In addition, approvals may be required under the Conservation Act 1987 (concessions for access roads, river works, and structures), Wildlife Act 1953 (authorities relating to lizards,

birds, and terrestrial invertebrates, subject to further investigation), and Freshwater Fisheries Regulations 1983 (complex freshwater fisheries activity, in relation to gravel management works in the beds of the Harper and Wilberforce Rivers). Fish salvage is only proposed in canals following drainage for maintenance.

18. We have provided location maps at **Attachment 2**.

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

19. We note that some entities identified below may be included in more than one category. We have included a composite list of all groups at **Attachment 3**.

Iwi authorities

20. Under section 4(2) of the Act, 'iwi authority' has the same meaning as in section 2(1) of the RMA:

the authority which represents an iwi and which is recognised by that iwi as having authority to do so.

21. We consider the following groups to be the relevant iwi authorities for the project area:

- a. Te Rūnanga o Ngāi Tahu, representing Ngāi Tahu.

Treaty settlement entities

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

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

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

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

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

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

23. Under the Act, a PSGE:

(a) means a body corporate or the trustees of a trust established, for the purpose of receiving redress in the Treaty settlement of a claimant group,—

(i) by that group; or

(ii) by or under an enactment or order of a court; and

(b) includes—

(i) an entity established to represent a collective or combination of claimant groups; and

(ii) an entity controlled by an entity referred to in paragraph (a); and

(iii) an entity controlled by a hapū to which redress has been transferred by an entity referred to in paragraph (a).

24. In keeping with the procedural principles outlined at section 10 of the Act, we only identify those PSGEs which are specified in the relevant Treaty settlement Act or Treaty settlement deed.¹

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

- a. Te Rūnanga o Ngāi Tahu, PSGE for the Ngāi Tahu Claims Settlement Act 1998;
- b. Te Ngāi Tūāhuriri Rūnanga, representing Ngāi Tūāhuriri, Papatipu Rūnanga of Ngāi Tahu Whānui as recognised in the Ngāi Tahu Claims Settlement Act 1998;
- c. Taumutu Rūnanga, representing Taumutu, Papatipu Rūnanga of Ngāi Tahu Whānui as recognised in the Ngāi Tahu Claims Settlement Act 1998; and
- d. Te Rūnanga o Arowhenua, representing Arowhenua, Papatipu Rūnanga of Ngāi Tahu Whānui as recognised in the Ngāi Tahu Claims Settlement Act 1998.

Groups mandated to negotiate Treaty settlements

26. There are no groups which have recognised mandates to negotiate a Treaty settlement over an area which may include the project area. All historical claims under te Tiriti o Waitangi / the Treaty of Waitangi have been settled in respect of the project area.

Takutai Moana groups and ngā hapū o Ngāti Porou

27. The project area does not include the common marine and coastal area, and accordingly there are no relevant applicant groups under MACA, and no court orders or agreements that recognise protected customary rights or customary marine title within the project area.

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

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

29. The project area is not within a taiāpure-local fisheries area or mātaihai reserve. Under the Fisheries (South Island Customary Fishing) Regulations 1999, made under Part 9 of the Fisheries Act 1996, the project area is within the 'South Island fisheries waters'. However, to date no notice has been issued under those regulations to establish a customary food gathering area/rohe moana that would include the project area.

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

30. Section 23 of the Act provides that, in making a decision on a referral application under section 21, the Minister may determine that, for the purposes of the project, an activity described in section 5(1)(a) is not an ineligible activity if it:

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

¹ Should a panel be made aware of a Treaty settlement entity established after the Treaty settlement Act is enacted (e.g. on the advice of a PSGE), then there would appear to be nothing to prevent the panel from inviting that entity to comment on the application under section 53(2)(c) of the Act.

- b. would occur on identified Māori land that is Māori freehold land or General land owned by Māori that was previously Māori freehold land.
- 31. This project does not involve an activity described in section 23(1) (i.e. including both (a) and (b)) of the Act.

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

- 32. If the project area is within the boundaries of either a Mana Whakahono ā Rohe or joint management agreement, and the application includes a proposed RMA approval described in section 42(4)(a) to (d) (resource consent, certificate of compliance, or designation), we are required to identify the relevant iwi authority/group that represent hapū that are parties to these arrangements.
- 33. We have not identified any Mana Whakahono ā Rohe or joint management agreements that are relevant to the project area, and accordingly there no parties to these arrangements to identify.

Any other Māori groups with relevant interests

- 34. We have also identified the following entities, owned by the relevant papatipu rūnanga, as other Māori groups with relevant interests, as they may represent the papatipu rūnanga on environmental and other matters in the project area:
 - a. Whitora Centre Limited, on behalf of Te Ngāi Tūāhuriri Rūnanga;
 - b. Mahaanui Kurataiao Limited, on behalf of Taumutu Rūnanga;² and
 - c. Aoraki Environmental Consultancy Limited, on behalf of Te Rūnanga o Arowhenua.

Relevant principles and provisions in Treaty settlements and other arrangements

Treaty settlements

- 35. Under section 4(1) of the Act, a Treaty settlement includes both a Treaty settlement Act and a Treaty settlement deed which is signed by both the Crown and representatives of a group of Māori.
- 36. The following Treaty settlements relate to land, species of plants or animals, or other resources within the project area:
 - a. Ngāi Tahu Claims Settlement Act 1998.

Relevant principles and provisions

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

² Mahaanui Kurataiao also supports four other papatipu rūnanga: Te Hapū o Ngāti Wheke; Ōnuku Rūnanga; Wairewa Rūnanga; and Te Rūnanga o Koukourata.

Crown acknowledgements and apologies

38. As part of the Ngāi Tahu Treaty settlement, the Crown apologised to Ngāi Tahu for its past failures to acknowledge Ngāi Tahu rangatiratanga and mana over the South Island lands within its boundaries, and, in fulfilment of its Treaty obligations, the Crown states that it recognises Ngāi Tahu as the tāngata whenua of, and as holding rangatiratanga within, the takiwā of Ngāi Tahu whānui.
39. Respect for Ngāi Tahu views on resource management matters and enabling effective involvement of Ngāi Tahu as a Treaty partner in resource management decision-making within the takiwā are important ways in which the Crown can give ongoing effect to these acknowledgements and uphold its relationship with Ngāi Tahu.

Statutory acknowledgement

40. As one of the first comprehensive settlements of historical claims, the Ngāi Tahu settlement pre-dated some of the redress mechanisms which have subsequently been developed for use in later settlements to provide for participation by iwi and hapū in decision-making over natural resources. However, the Ngāi Tahu settlement was the first settlement to include statutory acknowledgements, which are an acknowledgement by the Crown of a 'statement of association' between the iwi and an identified area (the 'statutory area').
41. The Ngāi Tahu Claims Settlement Act 1998 provides for a statutory acknowledgement over Whakamataui/Lake Coleridge. According to the information provided by the applicant, the components of the Coleridge HEPS are on land held by the applicant. However, the project area is adjacent to the statutory area and may affect it, given the proposed activities listed at paragraph 16. We note that the applicant intends to commission expert assessments into the hydrological, sedimentation, coastal geomorphology, groundwater flow, and aquatic ecology effects (amongst others) of the project.
42. Under the RMA and relevant Treaty settlement Acts, a consent authority must, when considering a resource consent for a proposed activity that is within, adjacent to, or affecting a statutory area:
 - a. provide a summary of the application to the holder of the statutory acknowledgement. The summary of the application must be the same as would be given to an affected person by limited notification under the RMA. The summary must be provided as soon as is reasonably practicable after the relevant consent authority receives the application, but before they decide whether to notify the application; and
 - b. have regard to the statutory acknowledgement when deciding whether the holder (generally a PSGE) is an 'affected person' for the purposes of notification decisions under the RMA.³
43. The holder of a statutory acknowledgment may also cite this as evidence of their association with a statutory area in any submission before a relevant consent authority (or the Environmental Protection Authority, board of inquiry, Environment Court, Heritage New Zealand Pouhere Taonga), who may, in turn, take that statutory acknowledgement into account.
44. The proposed activities also affect waterways which flow into Whakamataui/Lake Coleridge (the Wilberforce, Harper, and Acheron Rivers) and from it (the Rakaia River). However,

³ In addition to consent authorities, the Environment Court and Heritage New Zealand Pouhere Taonga must also have regard to statutory acknowledgements in relation to some of their processes.

under section 205 of the Ngāi Tahu Claims Settlement Act 1998, a statutory acknowledgement for a lake does not include any river or watercourse, artificial or otherwise, draining into or out of a lake, unless expressly provided for. Nevertheless, it has become common practice in subsequent Treaty settlements for statutory acknowledgements over waterways to include tributaries. This approach is consistent with the concept in Te Ao Māori of ki uta ki tai (from the mountains to the sea), whereby water is viewed in a holistic way, and should be managed accordingly.

45. We consider the process of inviting comment from relevant Treaty settlement entities under section 17 of the Act (including providing information about the application) is comparable to the process under Treaty settlements and the RMA of providing those who hold statutory acknowledgements with a summary of the application. You have already invited Te Rūnanga o Ngāi Tahu to comment on the application and, should you accept this application for referral, Te Rūnanga o Ngāi Tahu will be invited to comment by the panel for a substantive application.
46. We have provided the statutory acknowledgement provision for Whakamatau/Lake Coleridge from the Ngāi Tahu Claims Settlement Act 1998 at **Attachment 4**.

Deed of recognition

47. In addition to a statutory acknowledgement, Te Rūnanga o Ngāi Tahu also have a deed of recognition with the Commissioner of Crown Lands (within Land Information New Zealand) over Whakamatau/Lake Coleridge. Under section 212 of the Ngāi Tahu Claims Settlement Act 1998, a deed of recognition may be entered into between a PSGE and the Crown agency managing any statutory area for which a statutory acknowledgment has been agreed.
48. Under clause 3.1 of the deed of recognition for Whakamatau/Lake Coleridge, the Commissioner of Crown Lands must consult with Te Rūnanga o Ngāi Tahu, and have particular regard to its views relating to the association described in the statutory acknowledgement, when undertaking certain management and administration activities in relation to those parts of the lakebed within the statutory area, including:

the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

49. Based on the information provided in the application documents, the applicant does not propose any occupation or works within the statutory area of the Crown-owned parts of the lake. While the Coleridge HEPS intakes at the southern end of Lake Coleridge appear to incorporate a section of the lake, this part of the lakebed is held by the applicant and therefore outside the statutory area. However, in light of the proposed activities listed at paragraph 16, a panel considering a substantive application for this project may wish to satisfy themselves that no rights for use or occupation in relation to the statutory area are contemplated.
50. For your information, we have provided the deed of recognition provisions at **Attachment 5**.

Right of first refusal

51. Part 9 of the Ngāi Tahu Claims Settlement Act 1998 provides for a 'right of first refusal' (RFR) in favour of Te Rūnanga o Ngāi Tahu should the Crown dispose of relevant land, including land vested in the Crown or held by the Crown under any Act. The meaning of 'dispose of relevant land' under the Ngāi Tahu Claims Settlement Act 1998 includes to

grant a lease for a term of 50 years or longer. A 'lease' includes a concession in the form of a lease, and any right that grants exclusive possession.

52. Amongst the approvals being sought, the referral application includes concessions under the Conservation Act 1987 for possible overlaps between the project area and public conservation land. These overlaps may include:
- a. proposed maintenance dredging on a marginal strip adjacent to the Acheron River;
 - b. part of the existing Acheron Weir being located on that same marginal strip;
 - c. part of the access road to the Acheron Weir being located on that same marginal strip;
 - d. part of the Wilberforce Riverbed Conservation Area overlapping with an area of the Wilberforce River that the applicant undertakes activities in;
 - e. Peak Hill Conservation Area adjacent to Lake Coleridge; and
 - f. several moveable marginal strips located in or near the Wilberforce and Harper Rivers which may overlap with the project's operational area.
53. The applicant is in the process of obtaining land status reports and surveys to ascertain the extent to which the project area overlaps with these parcels of public conservation land, Should any concessions in the form of a lease be required, and if the term of those concessions is for 50 years or longer, then this would trigger the RFR.

Other redress

Taonga species

54. The Crown has acknowledged the special association of Ngāi Tahu with certain taonga species of birds, plants and animals. The Ngāi Tahu Claims Settlement Act 1998 contains several other provisions relating to taonga species, including a requirement that the Minister of Conservation consult with, and have particular regard to the views of, Te Rūnanga o Ngāi Tahu when making policy decisions concerning the protection, management, or conservation of a taonga species.
55. The applicant may seek authorities under the Wildlife Act 1953 relating to lizards, birds, and terrestrial invertebrates (subject to further investigation), and an approval for fish salvage in canals following drainage for maintenance (under section 26ZM of the Conservation Act 1987, alongside approvals for complex freshwater fisheries activity under the Freshwater Fisheries Regulations 1983). While the application does not include information about the species which may be potentially affected, it is likely that some will be taonga species.
56. Although the settlement provisions regarding taonga species do not place any procedural obligations on the applicant or consent authority in relation to the approvals which may be sought as part of this application, the redress illustrates the importance of these species to Ngāi Tahu. Accordingly, a panel considering a substantive application for this project may wish to understand any impact of the proposed activities on taonga species.

Conservation protocol

57. The Ngāi Tahu Claims Settlement Act 1998 provides for the Minister of Conservation to issue a protocol which sets out how the Department of Conservation (DOC) will exercise its functions, powers, and duties in relation to specified matters within the Ngāi Tahu claim area, and how DOC will interact with Te Rūnanga o Ngāi Tahu and provide for their input into DOC's decision-making process.

58. While the current version of the protocol which covers the project area provides for engagement with Te Rūnanga o Ngāi Tahu on certain matters,⁴ in general it does not address the types of conservation-related approvals sought by the applicant (i.e. an authority under the Wildlife Act 1953, freshwater fisheries approvals, or concessions under the Conservation Act 1987).

Nohoanga

59. The Ngāi Tahu Claims Settlement Act 1998 includes provisions for nohoanga entitlements, whereby members of Ngāi Tahu may camp temporarily on Crown land close to waterways for the purposes of mahinga kai and gathering other natural resources. The nearest nohoanga sites provided through the settlement are on the southern bank of the Rakaia River approximately 5km northwest of State Highway 1, and near the Rakaia Lagoon.
60. Under section 260(5)(b) of the Ngāi Tahu Claims Settlement Act 1998, the landholding agent⁵ for the nohoanga entitlement land, in carrying out land and water management practices relating to that land, must notify Te Rūnanga o Ngāi Tahu of any activity which may affect the holder. Based on the information provided by the applicant, it is unlikely the proposed activities will impact on the nohoanga sites, which are some distance downstream of the project area. Nevertheless, the provision of nohoanga entitlements through the settlement underscores the importance to Ngāi Tahu of maintaining customary practices and their deep connections to the area. It is likely that there are other, traditional nohoanga sites in this area which are not recognised through the settlement but nonetheless hold those cultural associations.
61. Similarly, we note that iwi and hapū are likely to have cultural associations with ancestral lands, water, sites, wāhi tapu, and other taonga beyond what is specifically identified in a Treaty settlement or other arrangements. For example, the head of the Wilberforce River (Noti Raureka/Browning Pass) was a traditional route to the Arahura River on the West Coast for the collection of pounamu. Local tangata whenua and their representatives would be best placed to advise on such matters in the first instance.

Customary Marine Title/Protected Customary Rights

62. As noted above, the project area is not within a customary marine title area, protected customary rights area, or within or adjacent to ngā rohe moana o ngā hapū o Ngāti Porou.

⁴ The protocol specifies the following matters: cultural materials; freshwater fisheries; culling of species of interest to Ngāi Tahu; historic resources; RMA involvement; and visitor and public information. The freshwater fisheries provisions cover engagement with Ngāi Tahu on the establishment of customary fisheries regulations (i.e. the Fisheries (South Island Customary Fishing) Regulations 1999), and consultation on the conservation and management of, and research into, freshwater fisheries, but not in relation to decision-making on approvals. The protocol provisions relating to the RMA are about working with DOC on advocacy regarding the environmental effects of activities controlled and managed under the RMA, and are unlikely to be directly relevant to this application. The latest version of the protocol is appended to the 2016 Conservation Management Strategy for Canterbury (Waitaha) at pages 290-300: [Canterbury \(Waitaha\) Conservation Management Strategy 2016](#).

⁵ The Minister of the Crown responsible for the department which manages the existing or proposed entitlement land, or the Commissioner of Crown Lands, as the case may be.

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

63. As noted above, the project area does not include a taiāpure-local fishery or mātaaitai reserve, but it is within the South Island fisheries waters for the purposes of the Fisheries (South Island Customary Fishing) Regulations 1999, made under Part 9 of the Fisheries Act 1996. To date no notice has been issued under those regulations to establish a customary food gathering area/rohe moana that would include the project area. If a notice is issued, it provides for tangata whenua to take fisheries resources and manage customary fishing within the rohe moana.

Mana Whakahono ā Rohe/Joint management agreement

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

Summary of comments received and advice

Comments from invited Māori groups

65. Pursuant to section 17(1)(d) of the Act, on 9 September 2026 you invited written comments from the Māori groups identified above in paragraphs 19-34, from a list we previously provided you. These groups were provided with access to the application material and had 15 working days from receipt of the copy of the application to respond.

66. You received comments on the application from:

- a. Te Rūnanga o Ngāi Tahu;
- b. Aoraki Environmental Consultancy Limited, on behalf of Te Rūnanga o Arowhenua;
- c. Mahaanui Kurataiao Limited, on behalf of Te Taumutu Rūnanga; and
- d. Whitiara Centre Limited, on behalf of Ngāi Tūāhuriri Rūnanga.

67. We have summarised these comments below and provided copies of each of the comments at **Attachment 6**.

Te Rūnanga o Ngāi Tahu

68. Te Rūnanga o Ngāi Tahu are neutral on whether the application should be referred, and support the comments made by Kā Rūnaka⁶ (Ngāi Tūāhuriri Rūnanga, Te Taumutu Rūnanga, and Te Rūnanga o Arowhenua).

69. Te Rūnanga o Ngāi Tahu note that the project area has impacts on Whakamatau, which is subject to a statutory acknowledgement. The traditional associations for Ngāi Tahu with this area include mahinga kai and as part of a trail network linking the east coast with Te Tai Poutini (west coast). Nohoanga sites on the Rakaia River also recognise the importance of this catchment for mahinga kai.

70. The Whakamatau and Rakaia catchments are known to include a number of taonga species recognised through the Ngāi Tahu settlement, as well as other species not listed

⁶ In Ngāi Tahu/Kai Tahu dialect, 'k' is used interchangeably with 'ng'. In summarising comments received, we have adopted the usage of the relevant group.

in the settlement such as tuna. Te Rūnanga o Ngāi Tahu observe that ecological assessments have yet to be undertaken.

71. Te Rūnanga o Ngāi Tahu support the proposed three-year timeframe to lodge the substantive application, to enable comprehensive engagement with papatipu rūnanga. Te Rūnanga o Ngāi Tahu seeks meaningful engagement with Kā Rūnaka, including cultural assessments, to be recorded in any referral decision.

Aoraki Environmental Consultancy Limited

72. Aoraki Environmental Consultancy record that Te Rūnanga o Arowhenua share the role of kaitiaki for the Rakaia River with Ngāi Tūāhuriri and Taumutu Rūnanga, noting that for irrigation purposes the Rakaia is augmented by water from other waterbodies.
73. Aoraki Environmental Consultancy identify Whakamatau as a kaika nohoaka and pā tūtuuru where kākāpo, weka, and tuna were gathered. The Rakaia River is a critical ara tawhito (traditional travel route) between Arowhenua pā (Temuka) and Te Tai Poutini. The health of this catchment, and its ability to sustain healthy mahika kai, are of primary concern to Arowhenua. Aoraki Environmental Consultancy also reference the statutory acknowledgement over Whakamatau and nohoanga entitlements on the Rakaia River.
74. Arowhenua appreciates the applicant's commitment to continue working with the Rūnanga during the preparation of the substantive application.

Mahaanui Kurataiao Limited

75. As with the comments provided by Te Rūnanga o Ngāi Tahu and Aoraki Environmental Consultancy Limited, Mahaanui Kurataiao Limited note the traditional significance of Whakamatau and the Rakaia River.
76. Mahaanui Kurataiao observe that the kaitiaki of Te Taumutu Rūnanga do not have sufficient information to provide an assessment of mana whenua impacts of the application. Accordingly, Mahaanui Kurataiao recommend a number of assessments be required for a substantive application, including in relation to aquatic and terrestrial ecology, water quality and quantity, sedimentation, river geomorphology, the Ngāi Tahu settlement, and the Rakaia Water Conservation Order. Te Taumutu Rūnanga also raise concerns about statements made in the application documents which suggest that the Act is being used to avoid consent conditions necessary for environmental protections.
77. Te Taumutu Rūnanga seek collaboration with the applicant throughout the development of the substantive application, and an opportunity to develop a cultural impact assessment. Te Taumutu Rūnanga support the applicant's request for a three-year timeframe to lodge the substantive application, and seeks further details on the proposed ongoing maintenance and monitoring work that will be undertaken if the approvals are granted.

Whitiara Centre Limited

78. In common with the other comments, Whitiara Centre Limited note the relevant provisions of the Ngāi Tahu settlement which apply to the project area, and the cultural importance of Whakamatau and the Rakaia River. The construction of the Coleridge HEPS permanently changed the way that water moves through these catchments, and impacted the ability of Ngāi Tūāhuriri to access traditional foods and resources as well as contributing to the loss of culture and identity.
79. Whitiara Centre Limited emphasise the importance to Ngāi Tūāhuriri of the interrelationship of the whole environment within a catchment. Accordingly, the interests of Ngāi Tūāhuriri

in relation to this application are wide-ranging, and reflect a concern about how water in Whakamatau is managed and other matters such as riparian margins, discharges, proposed earthworks and sediment management, encroachment of structures on or into water, aquatic ecology, availability of water, and responsiveness to climate change. A particular concern for Ngāi Tūāhuriri is fish passage and protection, including seeking opportunities for improvements to the habitat of long fin eel.

80. Should the application be referred, Whitiara Centre Limited expects the applicant to agree to an engagement protocol to enable information sharing and opportunities to inform technical investigations, monitoring, and management plans.

Consultation with departments

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

Advice on whether it may be more appropriate to deal with the proposed approvals under another Act/s

82. Under section 18(2)(m), this report must include our advice on whether, due to any of the matters identified in section 18, it may be more appropriate to deal with the matters that would be authorised by the proposed approvals under another Act or Acts.
83. We do not consider there are any matters raised in this report which make it more appropriate for the proposed approvals to be authorised under another Act or Acts.

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

Section	Information required	Paragraph reference in this report
18(1)	The Minister must, for a referral application, consider a report that is prepared and provided by the responsible agency in accordance with this section.	11-13
18(2)(a)	Any relevant iwi authorities and relevant Treaty settlement entities	20-25
18(2)(b)	Any Treaty settlements that relate to land, species of plants or animals, or other resources within the project area	35-36
18(2)(c)	The relevant principles and provisions in those Treaty settlements, including those that relate to the composition of a decision-making body for the purposes of the Resource Management Act 1991	37-61
18(2)(d)	Any recognised negotiation mandates for, or current negotiations for, Treaty settlements that relate to the project area.	26
18(2)(e)	Any court orders or agreements that recognise protected customary rights or customary marine title within the project area.	27, 62
18(2)(f)	Any applicant groups under the Marine and Coastal Area (Takutai Moana) Act 2011 that seek recognition of customary marine title or protected customary rights within the project area.	27, 62
18(2)(g)	Whether the project area would be within or adjacent to, or the project would directly affect, ngā rohe moana o ngā hapū o Ngāti Porou (and, if so, the relevant provisions of the Ngā Rohe Moana o Ngā Hapū o Ngāti Porou Act 2019).	28, 62
18(2)(h)	Whether the project area includes any taiāpure-local fisheries, mātaihai reserves, or areas that are subject to bylaws or regulations made under Part 9 of the Fisheries Act 1996 (and, if so, who the tangata whenua are).	29, 63
18(2)(i)	Whether the project involves an activity that could be the subject of a determination under 23 (and, if so, who the owners of the land are).	30-31
18(2)(j)	If the proposed approvals include an approval described in any of section 42C(4)(a) to (d) (resource consent, certificate of compliance, or designation), (i) iwi authorities and groups that represent hapū that are parties to any relevant Mana Whakahono ā Rohe or joint management agreements.	32-33, 64

	(ii) The relevant principles and provisions in those Mana Whakahono ā Rohe and joint management agreements.	
18(2)(k)	Any other Māori groups with relevant interests.	34
18(2)(l)	A summary of— (i) comments received by the Minister after inviting comments from Māori groups under section 17(1)(d) and (e); (ii) any further information received by the Minister from those groups	65-80
18(2)(m)	The responsible agency's advice on whether, due to any of the matters identified in this section, it may be more appropriate to deal with the matters that would be authorised by the proposed approvals under another Act or Acts.	82-83
18(3)	In preparing the report required by this section, the responsible agency must consult relevant departments.	81
18(4)	The responsible agency must provide the report to the Minister not later than 20 working days after the date for providing comments under section 17(6).	N/A
18(5)	However, if the Minister requests further information about a referral application under section 20, the time period specified in subsection (4) ceases to run for the period of time specified in the request.	N/A

Attachment 2: Project location map





Attachment 3: List of relevant Māori groups

Name of group	Type of group (section of Act)
Te Rūnanga o Ngāi Tahu	iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – Ngāi Tahu Claims Settlement Act 1998)
Te Ngāi Tūāhuriri Rūnanga	Ngāi Tahu Papatipu Rūnanga –Treaty settlement entity (s18(2)(a))
Te Taumutu Rūnanga	Ngāi Tahu Papatipu Rūnanga –Treaty settlement entity (s18(2)(a))
Te Rūnanga o Arowhenua	Ngāi Tahu Papatipu Rūnanga –Treaty settlement entity (s18(2)(a))
Whitiora Centre Limited	Entity owned by Papatipu Rūnanga – other Māori group with relevant interests (s18(2)(k))
Mahaanui Kurataiao Limited	Entity owned by Papatipu Rūnanga – other Māori group with relevant interests (s18(2)(k))
Aoraki Environmental Consultancy Limited	Entity owned by Papatipu Rūnanga – other Māori group with relevant interests (s18(2)(k))

Attachment 4: Statutory acknowledgement for Whakamatau (Lake Coleridge) from the Ngāi Tahu Claims Settlement Act 1998

Version as at
10 July 2026

Ngāi Tahu Claims Settlement Act 1998

Schedule 76

Schedule 76

Statutory acknowledgement for Whakamatau (Lake Coleridge)

ss 205, 206

Statutory area

The statutory area to which this statutory acknowledgement applies is the lake known as Whakamatau (Lake Coleridge), the location of which is shown on Allocation Plan MD 128 (SO 19855).

Preamble

Under section 206, the Crown acknowledges Te Rūnanga o Ngāi Tahu's statement of Ngāi Tahu's cultural, spiritual, historic, and traditional association to Whakamatau, as set out below.

Ngāi Tahu association with Whakamatau

Whakamatau is one of the lakes referred to in the tradition of "Ngā Puna Wai Karikari o Rakaihautu" which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Whakamatau.

For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

This lake was occupied by the Ngāti Tū Te Piriraki hapū. Tū Te Piriraki was the son of Tū Te Kawa, a Ngāti Mamoe chief who held manawhemua in this region. When Tū Te Kawa died his family, including Tū Te Piriraki, married into the senior Ngāi Tahu families. Such strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the lake.

Whakamatau was a notable mahinga kai where tuna (eel) and water fowl were taken. The kiore (polynesian rat) was also taken in this region. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

Whakamatau was an integral part of a network of trails linking North Canterbury and Te Tai Poutini (the West Coast) which were used by the tūpuna in order to ensure the safest journey and incorporated locations along the way that were identified for

activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the lake.

As a result of the area's history as a settlement site and part of a trail, there are many urupā associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

The mauri of Whakamatau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

Purposes of statutory acknowledgement

Pursuant to section 215, and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to section 207 (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Whakamatau, as provided in sections 208 to 210 (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Whakamatau or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in section 212 (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Whakamatau as provided in section 211 (clause 12.2.5 of the deed of settlement).

Limitations on effect of statutory acknowledgement

Except as expressly provided in sections 208 to 211, 213, and 215,—

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to Ngāi Tahu's association to Whakamatau (as described in this statutory acknowledgement) than that person

or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of Whakamatau.

Except as expressly provided in this Act, this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

Except as expressly provided in this Act, this statutory acknowledgement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Whakamatau.

Schedule 76: amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Attachment 5: Deed of recognition for Whakamatau (Lake Coleridge)

DEED OF SETTLEMENT : ATTACHMENT 12.95

DEED OF RECOGNITION FOR WHAKAMATAU (LAKE COLERIDGE), CANTERBURY

12.95-1

ATTACHMENT 12.95 DEED OF RECOGNITION FOR WHAKAMATAU (LAKE COLERIDGE), CANTERBURY (Clause 12.3)

THIS DEED IS MADE ON

BETWEEN:

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

BACKGROUND

- A On [] Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to section [] of the Settlement Legislation (clause 12.3 of the Deed of Settlement), Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

- 1 **Specific Area of Whakamatau**
The area which is the subject of this Deed is the bed of the Lake known as Whakamatau (Lake Coleridge) (the “Area”) the location of which is shown on Allocation Plan MD 128 (SO Plan 19855). The Area is administered by the Commissioner of Crown Lands.
- 2 **Cultural, Spiritual, Historic and/or Traditional Associations of Whakamatau**
 - 2.1 Pursuant to section [] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Whakamatau as set out below.
 - 2.2 Whakamatau is one of the lakes referred to in the tradition of ‘Nga Puna Wai Karikari o Rakaihautu’ which tells how the principal lakes of Te Wai Pounamu were dug by the rangatira (chief) Rakaihautu. Rakaihautu was the captain of the

ATTACHMENTS TO SECTION 12-DEEDS OF RECOGNITION-LAKES

canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Whakamatau.

- 2.3 For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the Gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.
- 2.4 This lake was occupied by the Ngāti Tū Te Piriraki hapū. Tū Te Piriraki was the son of Tū Te Kawa, a Ngāti Mamoe chief who held manawhenua in this region. When Tū Te Kawa died his family, including Tū Te Piriraki, married into the senior Ngāi Tahu families. Such strategic marriages between hapū strengthened the kupenga (net) of whakapapa and thus rights to use the resources of the lake.
- 2.5 Whakamatau was a notable mahinga kai where tuna (eel) and water fowl were taken. The kiore (polynesian rat) was also taken in this region. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.
- 2.6 Whakamatau was an integral part of a network of trails linking North Canterbury and Te Tai Poutini (the West Coast) which were used by the tūpuna in order to ensure the safest journey and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and are regarded as taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the lake.
- 2.7 As a result of the area's history as a settlement site and part of a trail, there are many urupā associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.
- 2.8 The mauri of Whakamatau represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All

elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

3 Role of Te Rūnanga

3.1 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to those parts of the lake bed within the Area that are administered by the Commissioner of Crown Lands:

- (a) the consideration of any application to the Crown for any rights for use or occupation (including any renewals) in relation to the Area, including the terms and conditions of rights of use or occupation.

3.2 By reason of the Crown's acknowledgement of the association described in clause 2, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in clause 2 concerning the following matters concerning the management and administration of the land within the Area if at any time the Crown at its discretion, undertakes these activities:

- (a) the preparation of any plans, strategies or programmes for the protection and management of the area (including the involvement of Te Rūnanga in such plans, strategies, or programmes);
- (b) any survey to identify the number and type of uses which are appropriate in relation to the Area; and
- (c) any programme to eradicate noxious flora or fauna from the Area.

3.3 In order to enable Te Rūnanga to fulfil its role under clause 3.1 and 3.2, the Crown will:

- (a) inform Te Rūnanga of any applications to the Crown for rights or use or occupation (including any renewals) in relation to the Area (but retains the right to withhold commercially sensitive information); and
- (b) provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

4 Other Provisions

Pursuant to sections [] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):

4.1 except as expressly provided in this Deed of Recognition:

- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaws; and
- (b) without limiting clause 4.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;

4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;

4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.

4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in clause 3 above.

5 Alienation of Land

Pursuant to section [] of the Settlement Legislation (clause 12.2.8 of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed.
- 7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

EXECUTED as a Deed on []

SIGNED for and on behalf of)

HER MAJESTY THE QUEEN in)

right of New Zealand by [],)

the Commissioner of Crown Lands in the)

presence of:)

[]

Witness

Signature

Occupation

Address

THE SEAL of)

TE RŪNANGA O NGĀI TAHU)

was affixed to this document in the)

presence of:)

Rūnanga Representative

Secretary

Attachment 6: Comments received from invited Māori groups