

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

Project Name: FTAA-2502-1024 Kaimai Hydro-Electric Power Scheme Reconsenting

To:	Date:
Panel Convener, Jane Borthwick	11 November 2025

Number of attachments: 8	Attachments: <ol style="list-style-type: none"> Provisions of section 18 of the Fast-track Approvals Act 2024 Project location maps List of relevant Māori groups Statutory acknowledgement maps Statutory acknowledgement provisions Excerpts from Tauranga Moana Iwi Collective deed regarding Tauranga Moana framework Excerpts from Te Kūpenga framework regarding Tauranga Moana Iwi Collective relationship agreement with the Department of Conservation
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Ministry for the Environment contacts:

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General Manager	Ilana Miller		

Key points

- As required by section 49 of the Fast-track Approvals Act 2024 (the Act), the Ministry for the Environment (on behalf of the Secretary for the Environment) has prepared this report on Treaty settlements and other obligations (section 18 of the Act) in relation to the substantive application FTAA-056 Kaimai Hydro-Electric Power Scheme Reconsenting.
- The applicant, Manawa Energy Limited, is seeking approval under the Act to reconsent its existing Kaimai Hydro-Electric Power Scheme that is located in the Wairoa River catchment on the eastern side of the Kaimai Ranges, approximately 12km southwest of Tauranga and 25km northwest of Rotorua. The project will require consents under the Resource Management Act 1991 (RMA) to replace the scheme's existing resource consents, which are due to expire in 2026. The application is a substantive application for a listed project under the Act.
- 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. Many of those groups must be invited by the panel to comment on a substantive application under section 53(2) of the Act.
- Treaty settlements that are relevant to the project area include Treaty settlement Acts and signed Treaty settlement deeds (where Treaty settlement Acts have yet to be passed).

Treaty settlement Acts that have been identified as being relevant to the application are the Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025; Raukawa Claims Settlement Act 2014; Ngāti Hinerangi Claims Settlement Act 2021; and the Ngāti Pūkenga Claims Settlement Act 2017. Signed Treaty settlement deeds that do not yet have settlement legislation enacted are Ngāi Te Rangi and Ngā Pōtiki, and the Tauranga Moana Iwi Collective.

5. The project is not located in the marine and coastal area. No Mana Whakahono ā Rohe or joint management agreements have been entered into with local authorities under the RMA are relevant to the project area.
6. We have identified statutory acknowledgements, and redress relating to Tauranga Moana including the Te Kūpenga framework and Tauranga Moana framework, provided for by the Treaty settlement Acts and Treaty settlement deeds listed above, as potentially relating to this application. However, we consider that the statutory acknowledgements are the provisions of most direct relevance.
7. Under the RMA, 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.
8. Section 7 of the Act requires the panel and other decision makers to act consistently with existing Treaty settlements and recognised customary rights under MACA. Under section 53(2) of the Act, the panel is required to invite comment from all Treaty settlement entities (defined below), which includes those with statutory acknowledgements.
9. We consider the process of inviting comment (including providing information about the application) is comparable to the process under the RMA and Treaty settlements where local authorities are required to have regard to statutory acknowledgements when considering who is an affected person for a consent application.
10. The Tauranga Moana Framework, provided for in the Tauranga Moana Iwi Collective deed, includes several procedural arrangements regarding resource consent applications – such as information sharing, the appointment of hearing commissioners, and having regard to the Ngā Tai ki Mauao framework document. However, the collective redress legislation has yet to be enacted. Accordingly, the panel's obligations under clause 5 schedule 3 of the Act to comply with any relevant procedural requirements set out in a Treaty settlement Act do not apply to the Tauranga Moana Framework provisions at this time.
11. Nevertheless, in accordance with section 7 of the Act, it may be appropriate for the panel to consider how it might act consistently with the intent of the relevant provisions of the Tauranga Moana Framework redress, as set out in the signed collective deed.

Signature



Ilana Miller
General Manager – Investment Strategy and Operations

Introduction

12. For a substantive application that relates to a listed project, under section 49 of the Act, the Environmental Protection Authority (EPA) must request a report from the responsible agency (Secretary for the Environment) that is prepared in accordance with section 18(2) and (3)(a) of the Act (but does not contain the matters in section 18(2)(l) and (m)).
13. The information which must be provided in this report includes:
 - a. relevant iwi authorities, Treaty settlement entities, applicant groups under MACA, and other Māori groups with interests in the project area; and
 - b. relevant principles and provisions in Treaty settlements and other arrangements.
14. This report is structured accordingly. We have provided a list of the relevant provisions of section 18 at **Attachment 1**.

Proposed project

15. The applicant, Manawa Energy Limited, is seeking to renew the resource consents for the Kaimai Hydro-Electric Power Scheme as the existing consents are due to expire in 2026. The Hydro Scheme is located in the Wairoa River Catchment on the eastern side of the Kaimai Range, approximately 12km southwest of Tauranga and 25km northwest of Rotorua. The Hydro Scheme diverts water from tributaries of the Wairoa River and conveys it through four power stations before discharging tailwater to the Wairoa River. According to the applicant, the Scheme has an installed capacity of 41.9 MW and generates an average of 169 GWh per annum, equivalent to the needs of approximately 24,600 households, and contributes 32% to Tauranga's electricity demand.
16. The relevant land is owned by Manawa Energy, the Department of Conservation, Tauranga City Council and other private landowners including blocks of Māori owned land administered by Ngamanawa Incorporation.¹ The applicant has confirmed they have the relevant landowners' consent to operate the scheme. Manawa Energy owns the record of titles for the waterways which run through those land blocks.
17. The applicant is solely seeking renewal of consents under the RMA for damming and diversion of water, take and use of water (including non-consumptive take), discharge of water and contaminants to water, and use of structures in the bed of a stream or river. No approvals are being sought under other Acts.
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**, including contact details.²

¹ Ngamanawa is a Māori Incorporation that protects, develops and manages its assets for the economic, cultural and social prosperity of its owners. Ngamanawa was established in 1971 in response to the Tauranga Joint Generation Committee's Notice of Intention to Take Land for Electricity Works (1968). The consolidation of land titles through Ngamanawa was intended to ensure there was a stronger collective voice (on behalf of the owners of each block) to legally negotiate with the Tauranga Joint Generation Committee.

² These are the contact details we could locate in the time available, and in some cases they will be the generic email address for the entity.

Iwi authorities

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

- a. Ngā Hapū o Ngāti Ranginui Settlement Trust and Ngāti Ranginui Iwi Society Inc, representing Ngāti Ranginui;
- b. Ngāti Pūkenga Iwi ki Tauranga Trust, representing Ngāti Pūkenga;
- c. Raukawa Settlement Trust, representing Ngāti Raukawa;
- d. Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, representing Ngāti Hinerangi;
- e. Te Rūnanga o Ngāi Te Rangi Iwi Trust, representing Ngāi Te Rangi; and
- f. Ngā Pōtiki ā Tamapahore Trust, representing Ngā Pōtiki.

Treaty settlement entities

21. 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).

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

- a. Raukawa Settlement Trust, representing Raukawa, as PSGE for the Raukawa Claims Settlement Act 2014;
- b. Te Tāwharau o Ngāti Pūkenga, representing Ngāti Pūkenga, as PSGE for the Ngāti Pūkenga Claims Settlement Act 2017;
- c. Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, representing Ngāti Hinerangi, as PSGE for the Ngāti Hinerangi Claims Settlement Act 2021; and
- d. Ngā Hapū o Ngāti Ranginui Settlement Trust, representing Ngāti Ranginui, as PSGE for the Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025;

23. A PSGE may be established ahead of finalising a deed of settlement and/or the enactment of Treaty settlement legislation. The following PSGEs in this category are also relevant:

- a. Ngāi Te Rangi Settlement Trust, representing Ngāi Te Rangi, PSGE for deed of settlement signed 14 December 2013;
- b. Ngā Pōtiki ā Tamapahore Trust; representing Ngā Pōtiki, PSGE for deed of settlement signed 14 December 2013; and
- c. Tauranga Moana Iwi Collective Limited Partnership, as the entity representing Tauranga Moana Iwi Collective, PSGE for collective deed signed 21 January 2015.

Groups mandated to negotiate Treaty settlements

24. Apart from the PSGEs identified at paragraph 23, there are no groups which have recognised mandates to negotiate a Treaty settlement over an area which may include the project area.

Takutai Moana groups and ngā hapū o Ngāti Porou

25. 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.
26. 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

27. The project area is not within a taiāpure-local fisheries area, mātaihai reserve, or area subject to a bylaw made under Part 9 of the Fisheries Act 1996.

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

28. 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
 - b. would occur on identified Māori land that is Māori freehold land or General land owned by Māori that was previously Māori freehold land.
29. 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

30. 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.
31. 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

32. The applicant has identified the Ngāti Ranginui hapū groups Ngāti Hangarau, Te Wairoa Hapū (Ngāti Kahu, Ngāti Pango and Ngāti Rangī), Pirirākau, Ngāi Tamarāwhao and Ngāi Te Ahi, and Ngāmanawa Incorporation as having interests in the project area. We note Ngāmanawa Incorporation has affiliations to Ngāti Ranginui, Ngāti Hangarau and

Raukawa. Also, we have identified Ngāti Taka hapū of Ngāti Ranginui as having interests in relation to the Wairoa River.

33. In addition to the above groups, Te Puni Kōkiri has identified the landowners of following Māori freehold land blocks as potentially having interests in the project area: Allotment 714A Te Papa Parish, Lot 536A Parish of Te Papa, Kaimai 3, Ongaonga 1G 3B 5B, Kaimai No 1B No 1, Lot 536B No 2 Parish of Te Papa, and Poripori Farm A.

Relevant principles and provisions in Treaty settlements and other arrangements

Treaty settlements

34. 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.
35. The following Treaty settlements relate to land, species of plants or animals, or other resources within the project area:

Treaty settlement Acts

- a. Raukawa Claims Settlement Act 2014;
- b. Ngāti Pūkenga Claims Settlement Act 2017;
- c. Ngāti Hinerangi Claims Settlement Act 2021; and
- d. Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025.

Treaty settlement deeds

- a. Ngāi Te Rangi and Ngā Pōtiki deed of settlement signed 14 December 2013; and
- b. Tauranga Moana Iwi Collective deed signed 21 January 2015.

Relevant principles and provisions

36. 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.

Crown acknowledgements and apologies

37. The Crown offers acknowledgements and an apology to relevant groups as part of Treaty settlement redress to atone for historical wrongs that breached te Tiriti o Waitangi/the Treaty of Waitangi, to restore honour, and begin the process of healing.
38. As part of its apologies to Ngāti Ranginui, Raukawa, Ngāti Hinerangi and Ngāti Pūkenga, the Crown stated that it looked forward to building a new relationship with these groups based on co-operation, mutual trust, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles. In its apologies to Ngāi Te Rangi and Ngā Pōtiki, the Crown stated that it seeks a relationship based on mutual respect and cooperation. The redress mechanisms provided for in Treaty settlements should be viewed in the context of these intentions.
39. The Crown has also acknowledged in the deeds of the individual settlements of Tauranga Moana iwi:

- a. that Ngāti Pukenga describe Tauranga Moana³ as a significant taonga and source of spiritual and material wellbeing, and that environmental degradation has been a source of distress to Ngāti Pukenga.
- b. that public works have had enduring negative effects on the lands, resources, and cultural identity of Ngāi Te Rangi and Ngā Pōtiki.
- c. the significance of the land, forests, harbours and waterways of Tauranga Moana as a physical and spiritual resource for Ngāi Te Rangi;
- d. the significance of the land, forests, harbours and waterways of Tauranga Moana to the hapū of Ngāti Ranginui as a physical and spiritual resource over which Ngāti Ranginui hapū acted as kaitiaki; and
- e. the clearing of forests, development of the Port of Tauranga, the development of the Mangapapa hydro scheme and the collapse of the Ruahihi canal, and the disposing of sewerage and wastewater into the harbours and waterways of Tauranga Moana have resulted in environmental degradation of Tauranga Moana which remains a source of great distress to the hapu of Ngati Ranginui.

Statutory acknowledgements

- 40. The project area is adjacent to the Kaimai Mamaku Conservation Park and located in the Kaimai Ranges. Furthermore, the downstream outlet of Tunnel 4, the Ngatuhua Stream intake structure, and part of the Ngatuhua canal are within Kaimai Mamaku Conservation Park. These elements of the Kaimai Hydro Scheme are shown on Map 3 at **Attachment 2**.
- 41. Under the Raukawa Claims Settlement Act 2014, Raukawa Settlement Trust has a statutory acknowledgement over Part Kaimai Mamaku Conservation Park within its area of interest, which appears to be immediately adjacent to the project area. Through the Tauranga Moana Iwi Collective deed, the Tauranga Moana Iwi Collective Limited Partnership has a statutory acknowledgement over some of the ridge lines on the Kaimai-Mamaku Range, which also appear to be nearby to the project area. We have provided maps of these statutory areas at **Attachment 4**.
- 42. A statutory acknowledgement is an acknowledgement by the Crown of a 'statement of association' between the iwi and an identified area (the 'statutory area'). Under the RMA and relevant settlement Acts, a consent authority must, when considering a resource consent for a proposed activity that is within, adjacent to, or directly 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 Clause 2.6 of the Tauranga Moana Iwi Collective deed states that Tauranga Moana comprises the Tauranga Harbour, the significant number of rivers, streams and wetlands within the harbour catchment, and the coastal marine area from the Waiororo Stream in the north-west to the Wairakei Stream in the south-east.

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 Environment Court, Heritage New Zealand Pouhere Taonga, the EPA, or a board of inquiry), which may, in turn, take that statutory acknowledgement into account.
44. Section 7 of the Act provides that persons exercising functions and powers under the Act must act consistently with existing Treaty settlements and recognised customary rights. Under section 53(2)(c) of the Act, the panel must direct the EPA to invite written comments on a substantive application from any relevant Treaty settlement entities including, to avoid doubt, an entity that has an interest under a Treaty settlement (or an entity operating in a collective arrangement provided for under a Treaty settlement) within the area to which the application relates. Those invited to comment, including relevant Treaty settlement entities, will be provided access to the application information.
45. Raukawa Settlement Trust and Tauranga Moana Iwi Collective Limited Partnership have been identified earlier in this report as relevant Treaty settlement entities to be invited for comment under section 53(2) of the Act. We consider the process of inviting comment (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. This does not prevent the panel from inviting other relevant Māori groups, such as the others identified in this report, to comment on the application.
46. We have provided the statutory acknowledgement provisions from the relevant Treaty settlement deeds at **Attachment 5**.

Tauranga Moana Framework

47. The Tauranga Moana Iwi Collective deed provides for the Tauranga Moana Framework, which includes:
- a. the establishment of a statutory committee called the Tauranga Moana Governance Group; and
 - b. the preparation, review, amendment and adoption of a Tauranga Moana framework document – Ngā Tai ki Mauao – which will identify the vision, objectives and desired outcomes for Tauranga Moana.
48. The purpose of the Tauranga Moana Governance Group is to provide leadership and strategic direction to restore, enhance and protect the health and wellbeing of Tauranga Moana (which includes the project area). The Group will achieve sustainable management of Tauranga Moana through the implementation of Ngā Tai ki Mauao and by providing for participation by Tauranga Moana iwi and hapū in the management of Tauranga Moana. The Group will comprise equal numbers appointed by iwi and by local authorities/Minister for the Environment.
49. The Tauranga Moana framework covers the entire catchment of Te Awanui (Tauranga Harbour) from the Kaimai Ranges to the sea including the Harbour itself and all waterways flowing into it. The Tauranga Moana framework applies to the project area as the Kaimai Hydro Scheme is located within the Wairoa River catchment.
50. The Framework includes several procedural provisions of potential relevance to the application:
- a. copies of applications for resource consent for any activities referred to in sections 12, 13, 14, 15(1)(a) and (b), 15A and 15B of the RMA, in relation to waters within Tauranga Moana, must be provided to Tauranga Moana iwi and hapū within five working days of receipt by Bay of Plenty Regional Council;

- b. at least once every two years the Bay of Plenty Regional Council and the Tauranga Moana Governance Group must jointly establish a working party to develop/review criteria and policies for procedural matters related to resource consent applications;
- c. if a hearing is to be held under the RMA in relation to an application for a resource consent referred to in paragraph 50(a), the Bay of Plenty Regional Council must appoint at least one person from the register of hearing commissioners maintained by the Tauranga Moana Governance Group; and
- d. until such time as Ngā Tai ki Mauao has been recognised and provided for in the preparation, review, variation or change of the Bay of Plenty regional policy statement, a consent authority must have regard to the contents of Ngā Tai ki Mauao when making a decision on a resource consent which applies to Tauranga Moana.

51. The resource consent approvals sought in this application would be subject to these provisions. Our view is that the obligation outlined paragraph 50(a) above would be met by providing copies of the application to members of the Tauranga Moana Iwi Collective in the course of inviting them to comment on the application. We consider the procedural provisions outlined in paragraphs 50(c) and 50(d) above regarding the appointment of hearing commissioners and the weighting given to Ngā Tai ki Mauao would also apply.
52. Importantly, while these provisions are contained in a signed deed of settlement, they are to be provided for through collective legislation, which has yet to be enacted.⁴ This means the Tauranga Moana Governance Group has yet to be established and, as far as we are aware, Ngā Tai ki Mauao has not been developed. Accordingly, the panel's obligations under clause 5 schedule 3 of the Act to comply with any relevant procedural requirements set out in a Treaty settlement Act do not apply to the Tauranga Moana Framework provisions at this time.
53. Section 82 of the Act requires that, if a Treaty settlement provides for the consideration of any document, then the panel must give the same or equivalent effect to that document in their decision-making. This would mean having regard to Ngā Tai ki Mauao in considering this application, as set out in paragraph 50(d).⁵ Again, this is not possible if Ngā Tai ki Mauao has yet to be developed.
54. Notwithstanding this, the overarching provision at section 7 of the Act requires all persons performing and exercising functions, powers, and duties to act in a manner that is consistent with the obligations arising under existing Treaty settlements (where 'Treaty settlements' includes a signed Treaty settlement deed). Accordingly, the panel may want to consider how it might act consistently with the intent of the Tauranga Moana Framework redress, acknowledging that the settlement legislation which would bring these arrangements into force has yet to be enacted. For your information, we have provided the relevant excerpts from the Tauranga Moana Iwi Collective deed at **Attachment 6**.

Conservation relationship redress

Te Kūpenga framework

⁴ The Tauranga Moana Framework provisions are included in the legislative matters schedule to the collective deed. At the time of preparing this report, the Tauranga Moana Iwi Collective Redress Bill currently before the House (awaiting second reading) does not include these provisions.

⁵ This includes any statutory planning document amended as a consequence, which in this instance would mean the Bay of Plenty regional policy statement.

55. The Tauranga Moana Iwi Collective Deed provides for the Department of Conservation (DOC) and Tauranga Moana iwi and hapū to work together to enhance conservation lands in Te Kūpenga. Te Kūpenga applies to all of the project area and consists of the following elements set out in Clause 4.1 of the framework:
- a. a conservation partnership forum;
 - b. a conservation principles document;
 - c. conservation management plan for Ngatukituki Area;
 - d. engagement with East Coast Bay of Plenty Conservation Board;
 - e. engagement with Tauranga Office;
 - f. transfer to iwi of specific decision-making function to authorise the collection of cultural flora;
 - g. wāhi tapu management agreements;
 - h. wānanga sites;
 - i. conservation relationship agreement; and
 - j. relationship and operational matters.
56. As noted above, Te Kūpenga provides for a conservation relationship agreement to be entered into between the Minister of Conservation, the Director-General and Tauranga Moana iwi. However, the implementation of this agreement is subject to enactment of the Tauranga Moana Iwi Collective Redress Bill.
57. Appendix 2 of Te Kūpenga framework sets out the relationship agreement between the Minister of Conservation and the Director-General of Conservation and Tauranga Moana Iwi. Clause 11.1 of this relationship agreement states that Tauranga Moana iwi and hapu and DOC both have interests in the effects of activities controlled and managed under the RMA. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats – which are relevant to the resource consents being sought by Manawa Energy. Clause 11.2 states that Tauranga Moana iwi and hapu and DOC will seek to, wherever practicable, identify issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.
58. The Kaimai Hydro Scheme consent application is an ‘operational matter’ in terms of Clause 4.1 of Te Kūpenga referred to at paragraph 55(j) above, and a relevant RMA process in relation to Clauses 11.1 and 11.2 referred to at paragraph 57 above, on which the relationship parties must work together.
59. Te Kūpenga does not place any procedural requirements on the panel. While Te Kūpenga is not yet operative, we are bringing this framework to the panel’s attention as it may wish to consider the intent of these provisions to inform its approach.
60. For your information, we have provided the relevant excerpts of Te Kūpenga framework at **Attachment 7**.

Other conservation redress

61. Relationship agreements and protocols between the Minister of Conservation/Director-General of Conservation and iwi, as provided for in Treaty settlements, may be relevant to this application. While no approvals are being sought under conservation legislation, the project area incorporates public consultation land.
62. For the Panel’s information, the Ngāti Hinerangi deed of settlement provides for a relationship agreement with DOC. This conservation relationship agreement sets out how

DOC and the Te Puawaitanga o Ngāti Hinerangi Iwi Trust will work together in fulfilling the agreed strategic objectives across the Ngati Hinerangi Area of Interest. Although the project area does involve conservation land, the Ngāti Hinerangi conservation relationship agreement does not create any obligations for the panel as decision-maker on this application.

63. The Ngāti Pūkenga deed of settlement includes provisions to agree on a conservation relationship agreement but the contents are not specified.⁶ DOC advise that the relationship agreement has yet to be finalised, and discussions are currently focused on the Maunga Kāinga area of interest (an area surrounding Coromandel Harbour).
64. The Ngāti Ranginui deed of settlement states that a relationship agreement with the Tauranga Moana Iwi Collective will be provided for through the collective deed (as discussed above), including how Ngā Hapū o Ngāti Ranginui and the Director-General of Conservation will engage on conservation matters. There will be no separate conservation relationship agreement directly with Ngāti Ranginui.
65. Finally, 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. 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

66. 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.

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

67. As noted above, the project area is not within a Taiāpure-local fishery, mātaitai reserve, or area subject to bylaws or regulations made under Part 9 of the Fisheries Act 1996.

Mana Whakahono ā Rohe/Joint management agreement

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

Consultation with departments

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

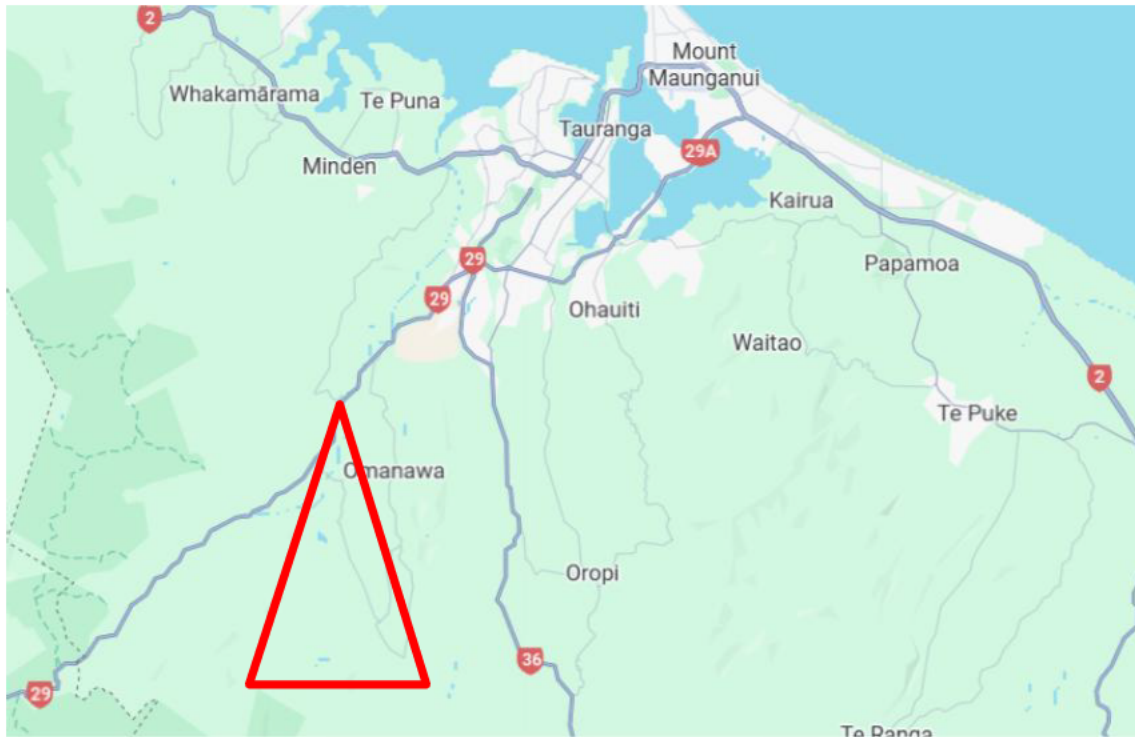
⁶ The deed of settlement signed in April 2013 initially stated that a conservation relationship agreement with the Tauranga Moana Iwi Collective would be provided for through the collective deed, but the fifth deed to amend (signed in August 2017) included a commitment to a relationship agreement directly with Ngāti Pūkenga.

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

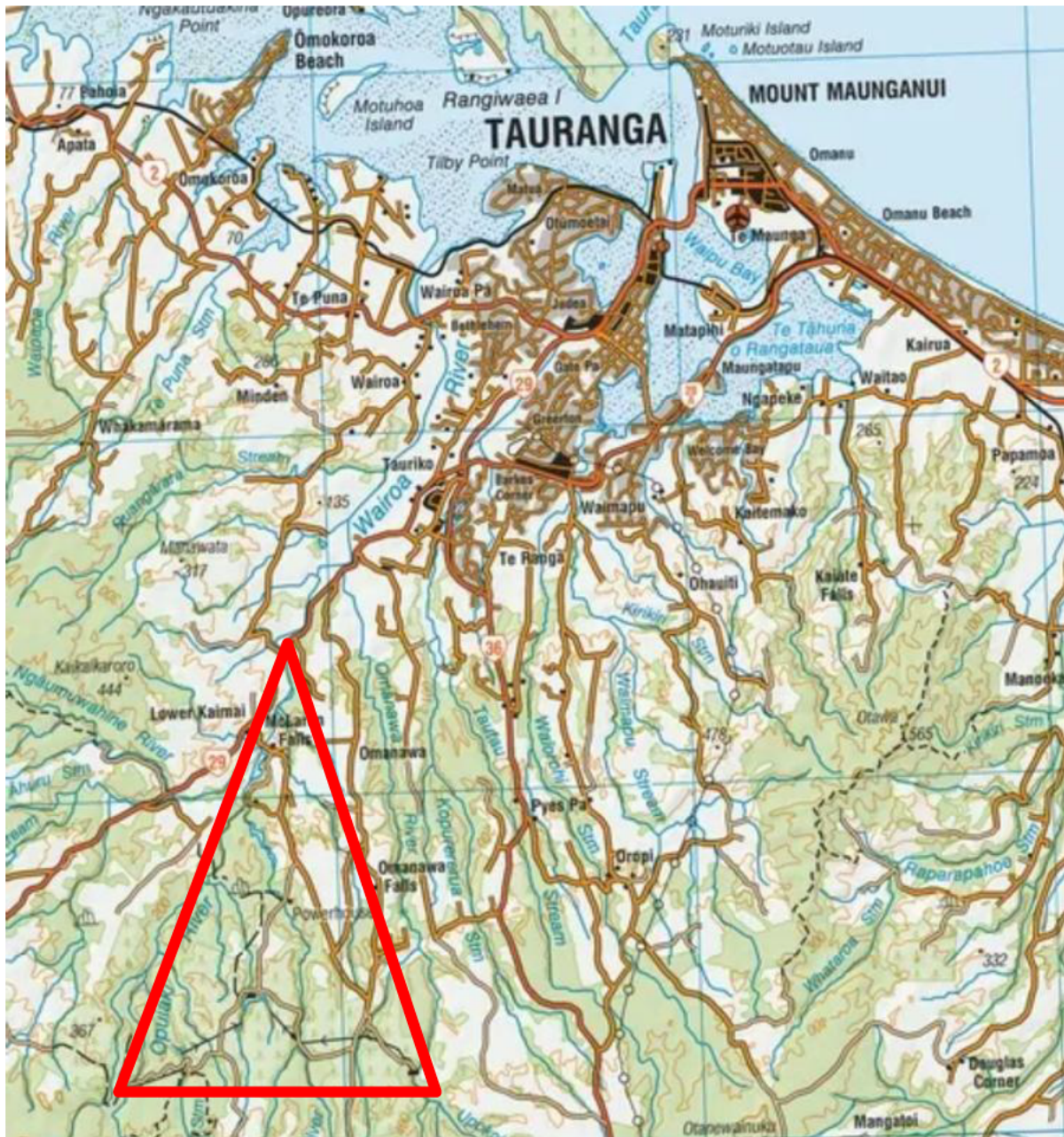
Section	Information required	Paragraph reference in this report
18(2)(a)	Any relevant iwi authorities and relevant Treaty settlement entities	20-23
18(2)(b)	Any Treaty settlements that relate to land, species of plants or animals, or other resources within the project area	35
18(2)(c)	The relevant principles 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	35-65
18(2)(d)	Any recognised negotiation mandates for, or current negotiations for, Treaty settlements that relate to the project area.	24
18(2)(e)	Any court orders or agreements that recognise protected customary rights or customary marine title within the project area.	25, 66
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.	25, 66
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).	26, 66
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).	27, 67
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).	29
18(2)(j)	<p>If the proposed approvals include an approval described in any of section 42C(4)(a) to (d) (resource consent, certificate of compliance, or designation),</p> <ul style="list-style-type: none"> (i) iwi authorities and groups that represent hapū that are parties to any relevant Mana Whakahono ā Rohe or joint management agreements. (ii) The relevant principles and provisions in those Mana Whakahono ā Rohe and joint management agreements. 	31, 68
18(2)(k)	Any other Māori groups with relevant interests.	32, 33

Attachment 2: Project location maps

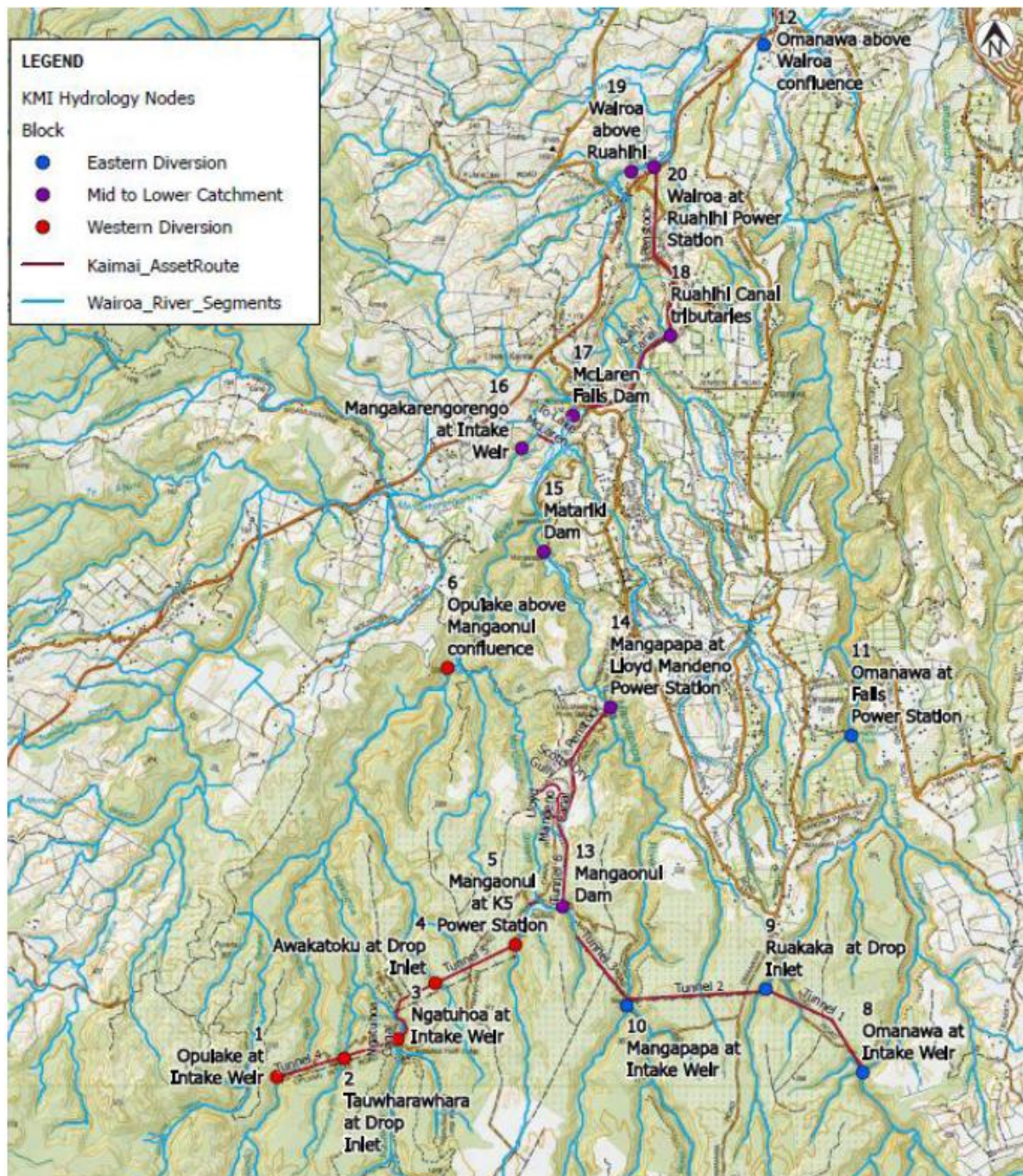
Map 1. Location of Kaimai Hydro-Electric Power Scheme indicated by red triangle below.



Map 2. Local area - Kaimai Hydro-Electric Power Scheme indicated by red triangle below.



Map 3. Key elements of the Kaimai Hydro-Electric Power Scheme.



Attachment 3: List of relevant Māori groups

Name of group	Type of group (section of Act)	Contact persons	Contact email
Ngāi Te Rangi Settlement Trust	Treaty settlement entity (s18(2)(a) – deed of settlement signed 14 December 2013	Charlie Tawhiao, Chair	[REDACTED]
Ngā Pōtiki a Tamapahore Trust	Iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – deed of settlement signed 14 December 2013	Pita Stokes, Chair	[REDACTED]
Te Tāwharau o Ngāti Pūkenga	Treaty settlement entity (s18(2)(a) – Ngāti Pūkenga Claims Settlement Act 2017	Mark Scott, Chair	[REDACTED]
Ngā Hapū o Ngāti Ranginui Settlement Trust	Iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – Ngā Hapū o Ngāti Ranginui Claims Settlement Act 2025	Te Pio Kawe, Chair	[REDACTED]
Te Puāwaitanga o Ngāti Hinerangi Trust	Iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – Ngāti Hinerangi Claims	Tōmairangi Smith, Chair	[REDACTED]

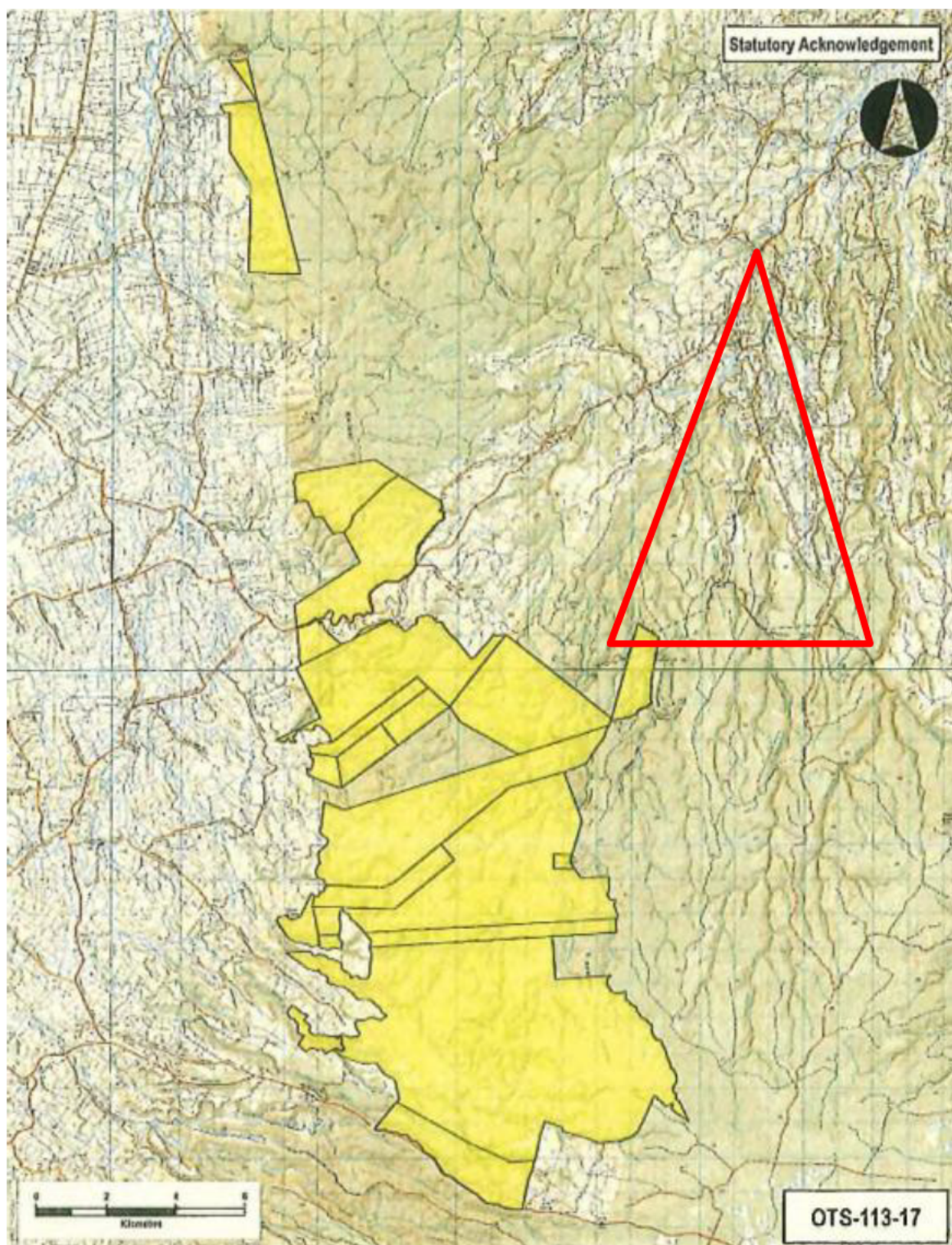
	Settlement Act 2021		
Raukawa Settlement Trust	Iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – Raukawa Claims Settlement Act 2014		
Tauranga Moana Iwi Collective Limited Partnership	Treaty settlement entity (s18(2)(a)) – deed of settlement signed 21 January 2015		████████████████████ ████████████████████ ████████████████████
Ngāti Ranginui Iwi Society Inc	Iwi authority (s18(2)(a))	Charlie Rahiri, Chair Terence Tata, Taiao Manager	████████████████████ ████████████████████ ████████████████████
Ngāti Pūkenga Iwi ki Tauranga Trust	Iwi authority (s18(2)(a))	Kylie Smallman, Chair	████████████████████ ████████████████████
Te Rūnanga o Ngāi Te Rangi Iwi Trust	Iwi authority (s18(2)(a))	Charlie Tawhiao, Chair	████████████████████ ████████████████████
Ngāti Kahu	Other Māori group with relevant interests (s18(2)(k))		
Ngāti Pango	Other Māori group with relevant interests (s18(2)(k))		
Ngāti Rangi	Other Māori group with relevant interests (s18(2)(k))		
Ngāti Hangarau	Other Māori group with	Dave Nuku, General Manager	████████████████████

	relevant interests (s18(2)(k))		
Ngāi Tamarāwaho	Other Māori group with relevant interests (s18(2)(k))		
Ngāi Te Ahi	Other Māori group with relevant interests (s18(2)(k))		
Pirirākau Incorporated Society	Other Māori group with relevant interests (s18(2)(k))	Julie Shepherd, Senior Environmental Planner	████████████████████
Ngāti Taka	Other Māori group with relevant interests (s18(2)(k))	Jacqui Rolleston-Steed, Tutereinga representative	██████████ ████████████████
Ngāmanawa Incorporation	Other Māori group with relevant interests (s18(2)(k))	Dave Nuku, General Manager	████████████████████
Landowners - Allotment 714A Te Papa Parish	Other Māori group with relevant interests (s18(2)(k))		
Landowners - Lot 536A Parish of Te Papa	Other Māori group with relevant interests (s18(2)(k))		
Landowners - Kaimai 3	Other Māori group with relevant interests (s18(2)(k))		
Landowners - Ongaonga 1G 3B 5B	Other Māori group with relevant interests (s18(2)(k))		

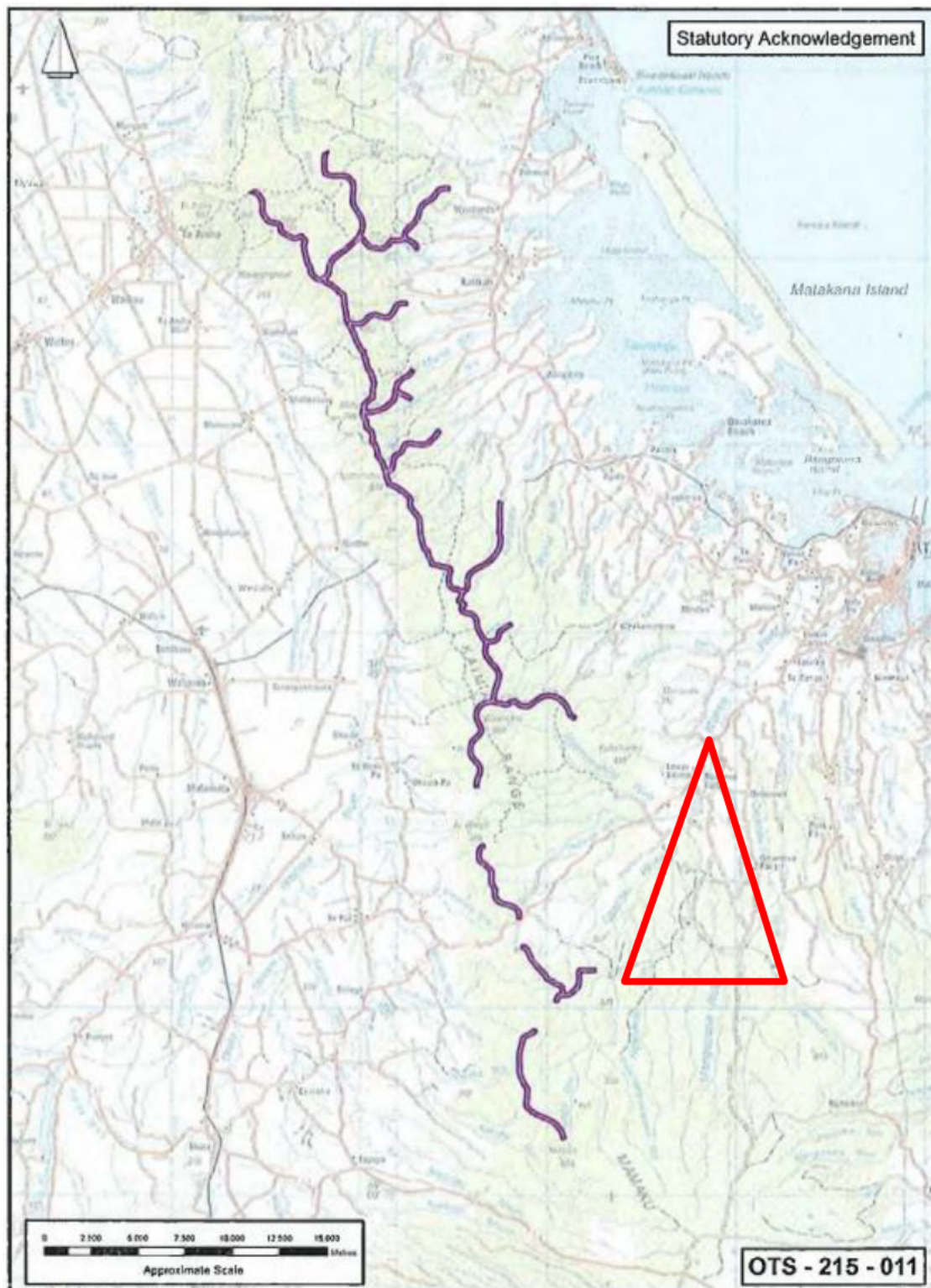
Landowners - Kaimai No 1B No 1	Other Māori group with relevant interests (s18(2)(k))		
Landowners - Lot 536B No 2 Parish of Te Papa	Other Māori group with relevant interests (s18(2)(k))		
Landowners - Poripori Farm A	Other Māori group with relevant interests (s18(2)(k))		

Attachment 4: Statutory acknowledgement maps

Map 4. Raukawa statutory acknowledgement areas (yellow) over Part Kaimai Mamaku Conservation Park. Location of Kaimai Hydro Scheme indicated by red triangle.



Map 5. Tauranga Moana Collective statutory acknowledgement areas in relation to ridge lines on the Kaimai-Mamaku Range. Location of Kaimai Hydro Scheme indicated by red triangle.



Attachment 5: Statutory acknowledgement provisions

Raukawa deed of settlement statutory acknowledgement provisions in relation to Part Kaimai Mamaku Conservation Park

RAUKAWA DEED OF SETTLEMENT

5: CULTURAL REDRESS

STATUTORY ACKNOWLEDGEMENT AND GEOTHERMAL STATUTORY ACKNOWLEDGEMENT

- 5.3 The settlement legislation will, on the terms provided by part 6 of the legislative matters schedule:
- 5.3.1 provide the Crown's acknowledgement of the statements by Raukawa of their particular cultural, spiritual, historical and traditional association with the following areas or geothermal resource (as the case may be):
- (e) Part Kaimai Mamaku Conservation Park (as shown coloured yellow on deed plan OTS-113-17);
- 5.3.3 require:
- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;
- (b) relevant consent authorities and the Environment Court to have regard to the geothermal statutory acknowledgement;
- (c) relevant consent authorities to forward to the governance entity:
- (i) summaries of resource consent applications affecting an area; and
- (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- (d) relevant consent authorities to record the statutory acknowledgement and the geothermal statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;
- 5.3.4 enable the governance entity, and any member of Raukawa, to cite the statutory acknowledgement and the geothermal statutory acknowledgement as evidence of the Raukawa association with an area;
- 5.3.5 enable the governance entity to waive the rights specified in clause 5.3.3 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.3.6 require that any notice given pursuant to clause 5.3.5 include a description of the extent and duration of any such waiver of rights.

Tauranga Moana Collective deed of settlement statutory acknowledgement provisions in relation to ridge lines on the Kaimai-Mamaku Range.

TAURANGA MOANA IWI COLLECTIVE DEED

3 PUBLIC CONSERVATION LAND

STATUTORY ACKNOWLEDGEMENTS

- 3.1 The collective legislation will, on the terms provided by part 4 of the legislative matters schedule –
- 3.1.1 provide the Crown's acknowledgement of the statements by Tauranga Moana iwi of their particular cultural, spiritual, historical, and traditional association with –
 - (a) the ridge lines on the Kaimai-Mamaku Range (as shown on deed plan OTS-215-011); and
 - (b) the ridge lines from Ottawa to Pūwhenua (as shown on deed plan OTS-215-012); and
 - 3.1.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
 - 3.1.3 require relevant consent authorities to forward to the collective entity and each representative entity –
 - (a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and
 - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and
 - 3.1.4 enable the collective entity and each representative entity, and any member of the Tauranga Moana iwi, to cite the statutory acknowledgement as evidence of Tauranga Moana iwi's association with an area.
- 3.2 The statements of association are in the documents schedule.
- 3.3 The parties acknowledge that the statutory acknowledgements apply to areas in which other groups may assert mana whenua.

Attachment 6: Excerpts from Tauranga Moana Iwi Collective deed regarding Tauranga Moana framework

TAURANGA MOANA IWI COLLECTIVE DEED LEGISLATIVE MATTERS

3: TAURANGA MOANA FRAMEWORK

RESOURCE CONSENT PROCESS

- 3.8 The collective legislation will provide that:
- 3.8.1 paragraphs 3.8.2 to 3.8.8 apply only to applications to the Bay of Plenty Regional Council for resource consent for any activity referred to in sections 12, 13, 14, 15(1)(a) and (b), 15A and 15B of the Resource Management Act 1991 in relation to waters within Tauranga Moana;
 - 3.8.2 not less than quarterly, the Bay of Plenty Regional Council must provide the Tauranga Moana Governance Group with resource consent activity reports;
 - 3.8.3 no later than 5 business days after receiving an application for resource consent referred to in paragraph 3.8.1, the Bay of Plenty Regional Council must provide Tauranga Moana iwi and hapū with a complete physical or electronic copy of the application unless, within that time, the Bay of Plenty Regional Council has:
 - (a) returned the application to the applicant pursuant to section 88(3) of the Resource Management Act 1991; or
 - (b) made a determination under section 91(1) of the Resource Management Act 1991 to defer the application;
 - 3.8.4 to avoid doubt:
 - (a) the requirements of paragraphs 3.8.2 and 3.8.3:
 - (i) do not confer affected person status on the Tauranga Moana Governance Group or Tauranga Moana iwi and hapū; but
 - (ii) do not affect any entitlement of Tauranga Moana iwi and hapū to:
 - (I) make a submission to the Bay of Plenty Regional Council about an application for a resource consent in accordance with section 96 of the Resource Management Act 1991; or
 - (II) otherwise participate in any resource consent hearing process;
 - (b) compliance by the Bay of Plenty Regional Council with paragraphs 3.8.2 and 3.8.3 does not amount to a decision that the Tauranga Moana Governance Group or Tauranga Moana iwi and hapū, or any of them has or does not have affected person status; and
 - (c) any decision by the Bay of Plenty Regional Council as to whether the Tauranga Moana Governance Group or Tauranga Moana iwi and hapū are affected persons must be made in accordance with section 95E of the Resource Management Act 1991; and

- 3.8.5 at least once every two years the Bay of Plenty Regional Council and the Tauranga Moana Governance Group must jointly establish a working party to develop and/or review criteria and policies for procedural matters related to resource consent applications, such as:
- (a) pre-application processes;
 - (b) section 87D (request that an application be determined by the Environment Court rather than the consent authority);
 - (c) section 88(3) (incomplete application for resource consent);
 - (d) section 91 (deferral pending additional consents);
 - (e) section 92 (requests for further information);
 - (f) section 95 to 95F (notification of applications for resource consent); and
 - (g) processes consistent with the requirements of the Resource Management Act 1991 for engaging with Tauranga Moana iwi and hapū;
- 3.8.6 when developing or reviewing criteria, the working party established under paragraph 3.8.5 must consult with Tauranga Moana iwi and hapū;
- 3.8.7 to avoid doubt:
- (a) the criteria developed and agreed under paragraph 3.8.5:
 - (i) are additional to, and must not derogate from, the existing criteria to be applied by the Bay of Plenty Regional Council under the Resource Management Act 1991;
 - (ii) do not impose any requirement on a consent authority to change, cancel or review consent conditions; and
 - (iii) must not be inconsistent with the requirements of the Resource Management Act 1991; and
 - (iv) must meet the requirements of natural justice; and
 - (b) the working party established under paragraph 3.8.5 may agree not to propose criteria additional to the existing criteria to be applied by the Bay of Plenty Regional Council under the Resource Management Act 1991; and
- 3.8.8 if requested by the Tauranga Moana Governance Group, the Bay of Plenty Regional Council may consider establishing a working party for the purposes of paragraph 3.8.5 more frequently than once every two years if it is reasonably practicable to do so having regard to:

- (a) the number and frequency of such requests received from Tauranga Moana Governance Group; and
- (b) the time and cost involved in complying with the request.

RESOURCE CONSENT HEARING COMMISSIONERS

3.9 The collective legislation will provide that:

3.9.1 paragraphs 3.9.2 to 3.9.7 apply only to applications to the Bay of Plenty Regional Council for resource consent for any activity referred to in sections 12, 13, 14, 15(1)(a) and (b), 15A and 15B of the Resource Management Act 1991 in relation to waters within Tauranga Moana;

3.9.2 the Tauranga Moana Governance Group must establish and maintain a register of persons who:

- (a) are qualified Resource Management Act 1991 decision-makers; and
- (b) have been appointed to the register by Tauranga Moana iwi and hapū;

3.9.3 if a hearing is to be held under the Resource Management Act 1991 in relation to an application for resource consent referred to in paragraph 3.9.1 (other than a hearing solely in relation to objections under section 357 of the Resource Management Act 1991) the Bay of Plenty Regional Council must:

- (a) as soon as practicable serve notice on the Tauranga Moana Governance Group that a hearing is to be held;
- (b) exercise its power under section 34A(1) of the Resource Management Act 1991 to delegate its functions, powers and duties required to hear and decide the application to one or more commissioners; and
- (c) appoint as the commissioner or commissioners:
 - (i) only persons who are qualified Resource Management Act 1991 decision-makers; and
 - (ii) at least one person whose name appears on the register established and maintained by the Tauranga Moana Governance Group under paragraph 3.9.2;

3.9.4 a person must not be appointed as a commissioner, or continue to be a commissioner referred to in paragraph 3.9.3(b) or paragraph 3.9.9:

- (a) if that person:
 - (i) is or becomes a party or the parent, child, spouse, civil union partner, or de facto partner of a party in the proceeding before commissioner or commissioners;
 - (ii) has or develops a relationship or connection with a party in the proceeding before commissioner or commissioners that is or may be in conflict with the person's duties and responsibilities as a commissioner;

- (iii) has or acquires a financial interest in, or is or becomes a director, officer, member, or trustee of, a party in the proceeding before the commissioner or commissioners;
 - (iv) has an interest in, or connection with, the subject-matter of the proceeding before the commissioner or commissioners of such a nature that any decision in which that person participated would be, or would have the appearance of being, improperly influenced by the interest or connection;
 - (v) is affected by some other interest or duty that is or may be in conflict with the person's duties and responsibilities as a commissioner; or
 - (vi) without limiting the application of sub-paragraphs (i) to (iv) of paragraph (a) of paragraph 3.9.4, would be prohibited under section 6 of the Local Authorities (Members' Interests) Act 1968 from voting on or taking part in the discussion of any matter before commissioner or commissioners; or
- (b) if there are grounds upon which a fair minded observer might reasonably apprehend that that person:
- (i) has predetermined the outcome of the application; or
 - (ii) is biased;
- 3.9.5 the following circumstances do not, of themselves, disqualify a person under paragraph 3.9.4 or any rule of law from being appointed as a commissioner:
- (a) the person is a ratepayer;
 - (b) the person is a member of a local authority;
 - (c) the person is descended from an ancestor of an iwi or hapū; or
 - (d) the, social, cultural or spiritual values of any iwi or hapū are, or may be considered:
 - (i) relevant to the subject-matter of the proceeding before the commissioner or commissioners; or
 - (ii) reflected in the person's membership of the commissioner or commissioners;
- 3.9.6 if a question arises as to whether a person is ineligible to be appointed as a commissioner, or continue to be a commissioner, under paragraph 3.9.4, the Bay of Plenty Regional Council may refer the question to the Tauranga Moana Governance Group which may provide advice and guidance to the Bay of Plenty Regional Council to assist the Bay of Plenty Regional Council to determine whether a person is ineligible;

Website link:

[Tauranga Moana Iwi Collective Deed - Legislative matters 21 Jan 2015](#)

Attachment 7: Excerpts from Te Kūpenga framework regarding Tauranga Moana iwi relationship agreement with the Department of Conservation

TAURANGA MOANA IWI COLLECTIVE DEED DOCUMENTS

3: TE KŪPENGĀ FRAMEWORK

4. Te Kūpenga Framework

- 4.1 Te Kūpenga Framework provides for the Department of Conservation and Tauranga Moana iwi and hapū to work together to enhance conservation lands in Te Kūpenga Area and consists of the following elements:

(k) relationship and operational matters.

RELATIONSHIP AND OPERATIONAL MATTERS

- 4.79 The collective legislation will provide for Tauranga Moana iwi and the Minister of Conservation and the Director-General to enter into a Relationship Agreement covering Te Kūpenga Area, in the form set out in Appendix Two.

- 4.80 The Relationship Agreement shall cover the following matters:

4.80.10 Resource Management Act 1991;

...

Appendix 2

RELATIONSHIP AGREEMENT

This RELATIONSHIP AGREEMENT is made between

THE MINISTER OF CONSERVATION

and

THE DIRECTOR-GENERAL OF CONSERVATION

and

TAURANGA MOANA IWI

11. Resource Management Act

- 11.1 Tauranga Moana iwi and hapū and the Department both have interests in the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats.
- 11.2 Tauranga Moana iwi and hapū and the Department will seek to, wherever practicable, identify issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.

Website link:

[Tauranga Moana Iwi Collective Deed - Documents 21 Jan 2015](#)