



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

### Project Name: FTAA-2603-1185 Hunua Quarry Development

<b>To:</b>	<b>Date:</b>
Panel Convener, Jane Borthwick	16 April 2026

Number of attachments: 7	Attachments: <ol style="list-style-type: none"><li>1. Provisions of section 18 of the Fast-track Approvals Act 2024</li><li>2. Project location maps</li><li>3. List of relevant Māori groups</li><li>4. Statutory acknowledgement for Otūwairoa Stream and its tributaries</li><li>5. Statement of association for Otūwairoa Stream and its tributaries from Ngāti Tamaoho deed of settlement</li><li>6. Excerpts from the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement</li><li>7. Excerpt from Ngāi Tai ki Tāmaki conservation relationship agreement</li></ol>
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### Ministry for the Environment contacts:

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### Key points

1. 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-2603-1185 Hunua Quarry Development.
2. The applicant, Winstone Aggregates, proposes to expand their existing quarry at 489 Hunua Road, Hunua, approximately 5 km southeast of Papakura and 35 km southeast of Auckland CBD, to increase annual quarry production to approximately 5.4 million tonnes of aggregate, and to enable the extraction of aggregate for a further 80 years. The applicant

owns the relevant land. The project area is not located in or adjacent to the marine and coastal area and does not include any identified Māori land.

3. The applicant is seeking a range of resource consents and changes and/or cancellation of existing consent conditions under the Act that would otherwise be sought under the Resource Management Act 1991 (RMA). The applicant is also seeking approvals under the Wildlife Act 1953, Heritage New Zealand Pouhere Taonga Act 2014, Freshwater Fisheries Regulations 1983, and Conservation Act 1987.
4. 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.
5. Auckland has a complex Treaty settlement landscape with many overlapping interests. There are groups in the post-settlement phase with others at different stages of the Treaty settlement process, including some groups seeking both individual and collective settlement redress. We have provided a summary of the relevant Māori groups identified under section 18(2) at **Attachment 3**.
6. Treaty settlements relevant to the project area include settlement Acts and a signed deed of settlement (where settlement legislation has yet to be passed). We have identified Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014, Ngāi Tai ki Tāmaki Claims Settlement Act 2018, Ngāti Tamaoho Claims Settlement Act 2018, Ngāti Pāoa Claims Settlement Act 2025, and Te Ākitai Waiohua deed of settlement (signed in 2021) as the relevant Treaty settlements for this application.
7. The Ngāti Tamaoho Claims Settlement Act 2018 provides for a statutory acknowledgement over the Otūwairoa Stream and its tributaries. The project area is within the Otūwairoa Stream catchment. Under the RMA and the settlement legislation, 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. We consider the process of inviting comment (including providing information about the application) from Ngāti Tamaoho Settlement Trust 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.
9. The Ngā Mana Whenua o Tāmaki Makaurau collective redress deed, and the Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Te Ākitai Waiohua, and Ngāti Pāoa Treaty settlements, provide for conservation relationship agreements with the Department of Conservation (DOC), which include procedural requirements in relation to the approvals sought under the Wildlife Act 1953, Freshwater Fisheries Regulations 1983, and section 26ZM(3)(b) of the Conservation Act 1987.

10. Our view is that the panel will need to consider how it might:

- a. comply with the consultation process set out in the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement when engaging with Tūpuna Taonga o Tāmaki Makaurau Trust on the conservation approvals being sought (unless a modified arrangement can be agreed); and
- b. consider whether, and how, to apply the consultation process set out in the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement when engaging with the relevant iwi members of the Tāmaki Collective.

## Signature

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A handwritten signature in black ink, appearing to read "B. W. Bunting". The signature is written in a cursive style and is contained within a light grey rectangular box.

Ben Bunting  
**Acting Manager – Fast-track Operations**

## Introduction

11. 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)).
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; and
  - b. relevant principles and provisions in Treaty settlements and other arrangements.
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, Winstone Aggregates, proposes to expand their existing quarry at 489 Hunua Road, Hunua, approximately 5 km southeast of Papakura and 35 km southeast of Auckland CBD, to increase annual quarry production to approximately 5.4 million tonnes of aggregate, and to enable the extraction of aggregate for a further 80 years. The project is based on expanding the existing Symonds Hill Pit that is encompassed within Winstone Aggregate's well-established quarrying and processing complex at Hunua. The quarry complex produces a range of aggregate grades used in the manufacture of concrete, asphalt, and roading materials. The project will be developed in eight stages and includes construction of new sediment retention ponds, haul road, drainage networks, and diversion of a Mangapū Stream (also known as Symonds Stream) tributary. The land on which the project is proposed is owned by the applicant. No identified Māori land is involved.
15. The applicant is seeking resource consents under the Act that would otherwise be sought under the RMA for activities which may include vegetation removal, earthworks, land disturbance, diversion of a river or stream, reclamation of riverbed, discharge of water or contaminants onto or into land and/or into water, take and use of surface water and groundwater, dewatering or groundwater level control, diversion of groundwater, diversion and discharge of stormwater, mineral extraction activities, noise, vibration and blasting, structures and activities in relation to setbacks, streams, wetlands, slopes, and flood prone or hazard risk areas, and other matters. In addition, the applicant may seek changes and/or cancellation of existing consent conditions where these are material to the implementation or delivery of the project.
16. The applicant is also seeking a wildlife authority under the Wildlife Act 1953, an archaeological authority under the Heritage New Zealand Pouhere Taonga Act 2014, and complex freshwater fisheries approvals under the Freshwater Fisheries Regulations 1983 and fish salvage activities under 26ZM(3)(b) of the Conservation Act 1987.
17. We have provided location maps at **Attachment 2**.

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

18. 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.<sup>1</sup>

### Iwi authorities

19. 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.*

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

- a. Ngāi Tai ki Tāmaki Trust, representing Ngāi Tai ki Tāmaki;
- b. Te Ākitai Waiohua Waka Taua Inc, representing Te Ākitai Waiohua;
- c. Ngāti Tamaoho Settlement Trust, representing Ngāti Tamaoho;
- d. Ngāti Pāoa Iwi Trust, representing Ngāti Pāoa;
- e. Ngāti Maru Rūnanga Trust, representing Ngāti Maru (Hauraki);
- f. Ngāti Tamaterā Settlement Trust, representing Ngāti Tamaterā;
- g. Ngaati Whanaunga Incorporated Society, representing Ngaati Whanaunga;
- h. Ngāti Te Ata Claims Support Whānau Trust, representing Ngāti Te Ata;
- i. Hako Tūpuna Trust, representing Ngāti Hako; and
- j. Te Whakakitenga o Waikato Incorporated, representing Waikato-Tainui.

### 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. 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*

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<sup>1</sup> 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.

*(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).*

23. 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.<sup>2</sup>

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

- a. Tūpuna Taonga o Tāmaki Makaurau Trust / Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership, PSGEs for Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014;
- b. Ngāi Tai ki Tāmaki Trust, PSGE for the Ngāi Tai ki Tāmaki Claims Settlement Act 2018;
- c. Ngāti Tamaoho Settlement Trust, PSGE for the Ngāti Tamaoho Claims Settlement Act 2018; and
- d. Ngāti Pāoa Iwi Trust, PSGE for the Ngāti Pāoa Claims Settlement Act 2025

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

- a. Hako Tūpuna Trust, representing Ngāti Hako, deed recording on-account arrangements signed 30 October 2014, agreement in principle signed 22 July 2011;
- b. Ngāti Maru Rūnanga Trust, representing Ngāti Maru (Hauraki), deed recording on-account arrangements signed 30 October 2014, deed of settlement initialled 8 September 2017;
- c. Ngāti Tamaterā Settlement Trust, representing Ngāti Tamaterā, deed recording on-account arrangements signed 30 October 2014, deed of settlement initialled 20 September 2017;
- d. Ngaati Whanaunga Ruunanga Trust, representing Ngaati Whanaunga, deed recording on-account arrangements signed 17 September 2020, deed of settlement initialled 25 August 2017;
- e. Taonga o Marutūāhu Trustee Limited/Marutūāhu Rōpū Limited Partnership, representing the Marutūāhu Collective, collective redress deed initialled 27 July 2018;
- f. Te Ākitai Waiohua Settlement Trust, representing Te Ākitai Waiohua, deed of settlement signed 2 December 2021; and
- g. Te Whakakitenga o Waikato Incorporated, representing Waikato-Tainui (remaining claims).

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<sup>2</sup> 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.

### **Groups mandated to negotiate Treaty settlements**

26. In addition to the PSGEs identified at paragraph 25, the following groups have recognised mandates to negotiate a Treaty settlement over an area which may include the project area and are in the early stages of negotiating their Treaty settlements with the Crown:
- a. Ngāti Te Ata Claims Support Whānau Trust, representing Ngāti Te Ata, terms of negotiation signed 29 June 2011; and
  - b. Ngāti Koheriki Claims Committee, representing Ngāti Koheriki, Crown recognition of mandate signed 26 June 2013.

### **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 does not include a taiāpure-local fisheries area, mātaimai reserve, or area subject to a bylaw or regulations made under Part 9 of the Fisheries Act 1996.

### **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
  - 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. Ngai Tai ki Tamaki began negotiating a Mana Whakahono a Rohe agreement with Auckland Council in 2018, however an agreement has not yet been reached.

### **Any other Māori groups with relevant interests**

34. In addition to the groups above, we have also identified Te Ahiwaru Trust and Hauraki Māori Trust Board as other Māori groups which may have relevant interests.
35. For your information, Winstone Aggregates established a Kaitiaki Forum in 2015 with mana whenua groups with whom Winstone Aggregates holds established relationships. Winstone first introduced its intention to progress a Fast-track application to the Kaitiaki Forum in 2025 and the project has been a standing agenda item for quarterly discussion since then. Winstone has held workshops with Ngāti Tamaoho, Te Ākitai Waiohū and Ngāti Te Ata to discuss cultural values, project impacts, mitigation and management mechanisms. The applicant proposes ongoing engagement and involvement of mana whenua in the finalisation of management plans, preparation of a cultural management plan, and incorporation of mana whenua into consent conditions.

### **Relevant principles and provisions in Treaty settlements and other arrangements**

#### **Treaty settlements**

36. 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.
37. The following Treaty settlements relate to land, species of plants or animals, or other resources within the project area:
  - a. Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014;
  - b. Ngāi Tai ki Tāmaki Claims Settlement Act 2018;
  - c. Ngāti Tamaoho Claims Settlement Act 2018;
  - d. Ngāti Pāoa Claims Settlement Act 2025; and
  - e. Te Ākitai Waiohū deed of settlement, signed 2 December 2021.

#### **Relevant principles and provisions**

38. 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*

39. 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.
40. Through the Treaty settlement process, the Crown seeks to build a new relationship with settled groups based on co-operation, mutual trust, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles. As part of its apologies to Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Ngāti Pāoa, and Te Ākitai Waiohū, the Crown made the following undertakings to these groups:
  - a. Ngāi Tai ki Tāmaki – The Crown hopes this settlement will lead to a new relationship that fulfils the expectations of their tūpuna and mokopuna, a relationship marked

by cooperation, partnership, and respect for Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

- b. Ngāti Tamaoho – The Crown hopes to restore its honour and relieve Ngāti Tamaoho’s justified sense of grievance. The Crown looks forward to building a new relationship with Ngāti Tamaoho based on co-operation, mutual trust, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- c. Ngāti Pāoa – The Crown hopes that through this settlement it can rebuild the relationship that it established with Ngāti Pāoa in 1840, begin the process of healing and enter a new age of co-operation with their people.
- d. Te Ākitai Waiohua – The Crown hopes that this settlement marks the beginning of a new relationship with Te Ākitai Waiohua, one based on partnership, trust, and mutual respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

41. The redress mechanisms provided for in the Treaty settlements should be viewed in the context of the above intentions.

#### *Statutory acknowledgement*

42. Statutory acknowledgements are an acknowledgement by the Crown of a 'statement of association' between the iwi and an identified area (the 'statutory area'). The Ngāti Tamaoho Claims Settlement Act 2018 includes a statutory acknowledgement over the Otūwairoa Stream and its tributaries. The project area lies within the catchment of Mangapū Stream, which is a sub-catchment of Otūwairoa Stream. We have included a map at **Attachment 4** showing the location of the project area in relation to the Otūwairoa Stream statutory area. We have also included a statement of association regarding Otūwairoa Stream from the Ngāti Tamaoho deed of settlement at **Attachment 5**.

43. All site runoff and stormwater systems in the project area drain to tributaries of Mangapū Stream, which in turn discharges to the Otūwairoa Stream, and ultimately the Manukau Harbour. The application information indicates that the project will involve vegetation removal, stripping of overburden, sediment generation, interception of surface water and groundwater, stream works including stream diversion, streambed reclamation, and has potential to adversely affect water quality and ecological values. We note that the applicant is seeking resource consent for discharge of contaminants to land and water, as well as a range of activities in relation to waterways, stormwater management, and erosion and sediment control.

44. 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.<sup>3</sup>
45. 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 EPA, board of inquiry, Environment Court, Heritage New Zealand Pouhere Taonga), who may, in turn, take that statutory acknowledgement into account.
46. 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.
47. Ngāti Tamaoho has been identified earlier in this report as a relevant Treaty settlement entity to be invited for comment by the panel under section 53(2)(c) 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.

#### *Conservation relationship redress*

48. The proposed Wildlife Act 1953 authority, complex freshwater fisheries approvals under the Freshwater Fisheries Regulations 1983, and fish salvage activities under 26ZM(3)(b) of the Conservation Act 1987 (hereafter referred to as the conservation legislation approvals), which may sought by the applicant in relation to protected fauna is within scope of conservation relationship agreements provided for in the relevant Treaty settlements.

#### *Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement*

49. The Ngā Mana Whenua o Tāmaki Makaurau (also known as the Tāmaki Collective) collective redress deed provides for a relationship agreement with DOC which applies to the project area. Amongst other matters, this relationship agreement enables Ngā Mana Whenua (represented by Tūpuna Taonga o Tāmaki Makaurau Trust) and DOC to identify categories of statutory authorisations that may have a high impact on the spiritual, ancestral, cultural, customary, and historic values of Nga Mana Whenua. While we cannot confirm whether the categories of statutory authorisations of significance have been agreed between Ngā Mana Whenua and DOC, under the terms of the relationship agreement, this may include the conservation legislation approvals which may be sought by the applicant.
50. The consultation process for statutory authorisations set out in the Ngā Mana Whenua conservation relationship agreement requires iterative engagement with Ngā Mana Whenua on identified categories of authorisation. That process includes the following specific steps:
- a. DOC notifies Ngā Mana Whenua of the application, timeframe for a decision and the timeframe for Ngā Mana Whenua response;

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<sup>3</sup> 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.

- b. Ngā Mana Whenua notify DOC of their response, interests, and views in relation to the proposal;
  - c. DOC acknowledges how Ngā Mana Whenua interests and views will be included in the decision-making process;
  - d. DOC will consider whether it is possible to reconcile any conflict between Ngā Mana Whenua interests and views and other considerations in the decision-making process;
  - e. DOC will record as part of a decision document the interests and views of Ngā Mana Whenua; and
  - f. DOC will communicate its decision to Ngā Mana Whenua as soon as practicable after it is made.
51. More broadly, the principles to be followed by DOC when consulting Ngā Mana Whenua include:
- a. ensuring consultation takes place as soon as reasonably practicable;
  - b. providing Ngā Mana Whenua with sufficient information to make informed comments and/or submissions;
  - c. approaching consultation with an open mind and genuinely considering any views or concerns of Ngā Mana Whenua; and
  - d. requiring the DOC to report back to Ngā Mana Whenua on decisions made.
52. In keeping with section 7 of the Act, and the procedural obligations outlined at clause 5 in Schedule 3 of the Act, the panel will need to consider how to accommodate the consultation procedures set out in the Ngā Mana Whenua conservation relationship agreement as part of their consideration of the conservation legislation approvals sought by the applicant. We discuss this further below.
53. We have included the relevant excerpts from the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement at **Attachment 6**.

*Ngāi Tai ki Tāmaki conservation relationship agreement*

54. The Ngāi Tai ki Tāmaki deed of settlement provides for a conservation relationship agreement with DOC. This agreement requires DOC to consult with Ngāi Tai ki Tāmaki on applications for statutory authorisations in their area of interest, including the conservation legislation approvals which may be sought by the applicant, through a process consistent with consultation provisions in the conservation relationship agreement in the Ngā Mana Whenua o Tāmaki Makaurau collective redress deed.<sup>4</sup> We have included the relevant excerpt from the Ngāi Tai ki Tāmaki conservation relationship agreement at **Attachment 7**.

*Ngāti Tamaoho conservation relationship agreement*

55. The Ngāti Tamaoho deed of settlement provides for a conservation relationship agreement with DOC. This agreement includes statutory authorisations as one of a number of management activities where Ngāti Tamaoho are interested in working more closely with DOC, but there are no specific details on consultation processes. However, this agreement

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<sup>4</sup> The Tāmaki Collective comprises Ngāi Tai ki Tāmaki, Ngāti Maru, Ngāti Pāoa, Ngāti Tamaoho, Ngāti Tamaterā, Ngāti Te Ata, Ngāti Whanaunga, Ngāti Whātua o Kaipara, Ngāti Whātua Ōrākei, Te Ākitai Waiohua, Te Kawerau ā Maki, Te Patukirikiri, Te Rūnanga o Ngāti Whātua.

states that it is to be read in conjunction with the relevant parts of Part A, and Parts B and C, of the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement (Part A includes the consultation provisions for statutory authorisations outlined at paragraphs 48 and 49 and in **Attachment 6**).

#### *Te Ākitai Waiohua conservation relationship agreement*

56. The Te Ākitai Waiohua deed of settlement provides for a conservation relationship agreement with DOC. This agreement includes taonga species and statutory authorisations amongst those activities where Te Ākitai Waiohua are seeking to work more closely with DOC. The agreement includes some general principles for involvement of Te Ākitai Waiohua in conservation decision-making processes, such as providing sufficient information and time for Te Ākitai to identify their interests in an issue, while taking into account DOC's statutory obligations. As with the Ngāti Tamaoho conservation relationship agreement, the Te Ākitai Waiohua agreement states that it is to be read in conjunction with the relevant parts of Part A, and Parts B and C, of the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement.

#### *Ngāti Pāoa conservation relationship agreement*

57. The Ngāti Pāoa deed of settlement provides for a conservation relationship agreement between Ngāti Pāoa and DOC, but an agreement has not yet been entered into. The deed does not include a draft conservation relationship agreement. DOC advise that the development of a conservation relationship agreement with Ngāti Pāoa is in progress, but Ngāti Pāoa are currently focused on other aspects of their settlement implementation. Ngāti Pāoa are also part of the Tāmaki Collective.

#### *Summary of advice*

58. Our advice is that these conservation relationship agreement provisions are relevant to the panel when considering a substantive application, as the decision-maker on the proposed approvals under the Wildlife Act 1953, Freshwater Fisheries Regulations 1983, and section 26ZM(3)(b) of the Conservation Act 1987. Under clause 5 of Schedule 3 of the Act, if any Treaty settlement Act includes procedural arrangements relating to the appointment of a decision-making body for hearings and other procedural matters, the panel convener or panel must comply with the arrangements in the legislation as if they were a relevant decision maker. Other procedural matters include:

- a. requirement for iwi or hapū to participate in the appointment of hearing commissioners to determine resource consent applications or notice of requirement lodged under the RMA;
- b. requirement that notice be given to any person or specified class of person of any steps in a resource management process;
- c. any consultation requirements with iwi or hapū; or
- d. any other matter of procedure for determining a matter granted under a specified Act that corresponds to an approval under the Act.

59. The Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement requires a consultation process for the proposed conservation legislation approvals which would be partially met by inviting comments from Tūpuna Taonga o Tāmaki Makaurau Trust as per section 53(2) of the Act. To comply with all of the procedural requirements, and to thereby meet its obligations under clause 5 of Schedule 3 of the Act, the panel will need to consider how it could accommodate the iterative, 'back and forth' nature of the consultation processes required by the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement. This might include the panel following this consultation process or

seeking agreement with Tūpuna Taonga o Tāmaki Makaurau Trust to a modified arrangement.

60. As members of the Tāmaki Collective, Ngāi Tai ki Tāmaki, Ngāti Tamaoho, Te Ākitai o Waiohua, and Ngāti Pāoa, will be consulted on the proposed conservation legislation approvals through the Tūpuna Taonga o Tāmaki Makaurau Trust, using whatever internal process is followed by the collective. In addition, all of these groups will be invited to comment on the substantive application as iwi authorities/Treaty settlement entities under section 53(2).
61. However, the panel may also need to consider whether to apply the more interactive consultation process set out in the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement to their engagement with each of the relevant iwi members of the collective.
62. This is most apparent in the case of Ngāi Tai ki Tāmaki, whose conservation relationship agreement states that DOC will carry out consultation with them “consistent with the process set out in clause 11 of the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement”. It is less clear whether to apply those same processes to consultation with:
  - a. Ngāti Tamaoho, whose conservation relationship agreement is to be read in conjunction with the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement;
  - b. Te Ākitai Waiohua, whose conservation relationship agreement includes the same provision, but their settlement legislation has not yet passed (while the conservation relationship agreement is provided for by the deed of settlement rather than the settlement Act, its execution is subject to the passage of the legislation); and
  - c. Ngāti Pāoa, who have yet to enter into a conservation relationship agreement.
63. In considering this matter, the panel will need to balance the requirements of section 7 of the Act, to act in a manner consistent with Treaty settlements ( refers), with the procedural principles set out at section 10, to use timely, efficient, consistent, and cost-effective processes that are proportionate to the functions, duties, or powers being exercised.
64. Our view is that the panel will need to consider how it might:
  - a. comply with the consultation process set out in the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement when engaging with Tūpuna Taonga o Tāmaki Makaurau Trust on the conservation legislation approvals being sought (unless a modified arrangement can be agreed); and
  - b. consider whether, and how, to apply the consultation process set out in the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement when engaging with the relevant iwi members of the Tāmaki Collective.
65. Ultimately, 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 does not include 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. 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.

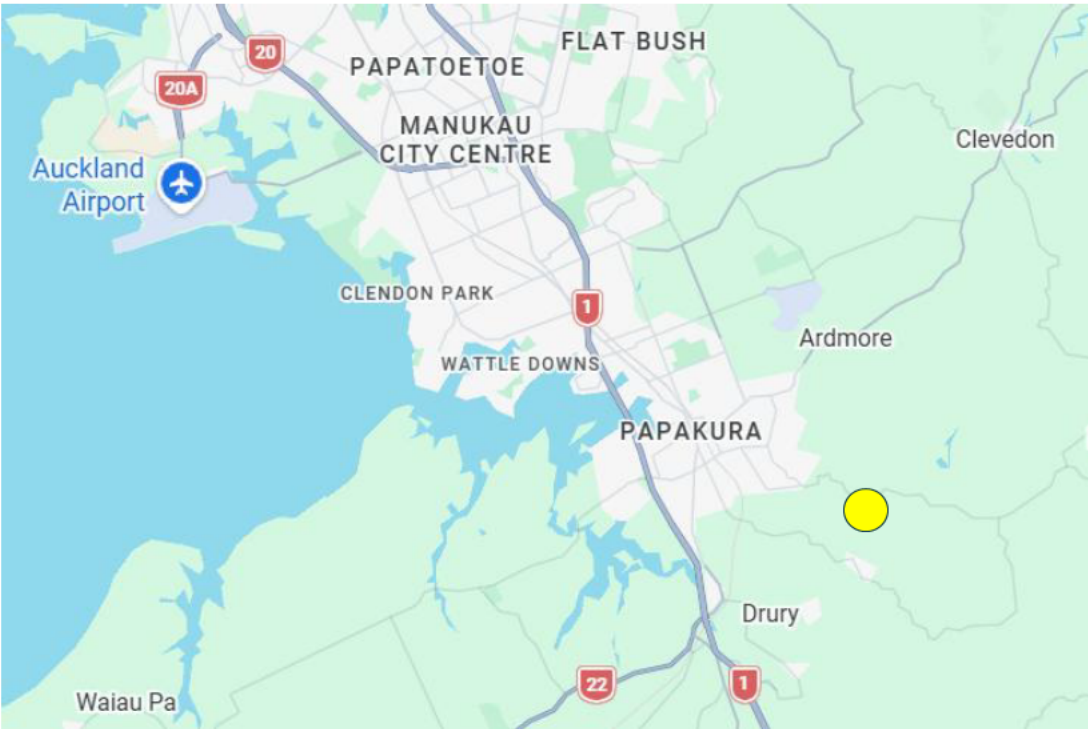
## Attachment 1: Provisions of section 18 of the Fast-track Approvals Act 2024

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.	Not applicable to substantive applications – section 18 report is required by section 49.
18(2)(a)	Any relevant iwi authorities and relevant Treaty settlement entities	20, 24, 25
18(2)(b)	Any Treaty settlements that relate to land, species of plants or animals, or other resources within the project area	37
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	38-65
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, 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.	27, 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).	28, 66
18(2)(h)	Whether the project area includes any taiāpure-local fisheries, mātaītai 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, 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).	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),	33, 68

	<ul style="list-style-type: none"> <li>(i) iwi authorities and groups that represent hapū that are parties to any relevant Mana Whakahono ā Rohe or joint management agreements.</li> <li>(ii) The relevant principles and provisions in those Mana Whakahono ā Rohe and joint management agreements.</li> </ul>	
<b>18(2)(k)</b>	Any other Māori groups with relevant interests.	34
<b>18(2)(l)</b>	<p>A summary of—</p> <ul style="list-style-type: none"> <li>(i) comments received by the Minister after inviting comments from Māori groups under section 17(1)(d) and (e);</li> <li>(ii) any further information received by the Minister from those groups</li> </ul>	Not applicable to substantive applications
<b>18(2)(m)</b>	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.	Not applicable to substantive applications
<b>18(3)</b>	In preparing the report required by this section, the responsible agency must consult relevant departments.	69
<b>18(4)</b>	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
<b>18(5)</b>	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**

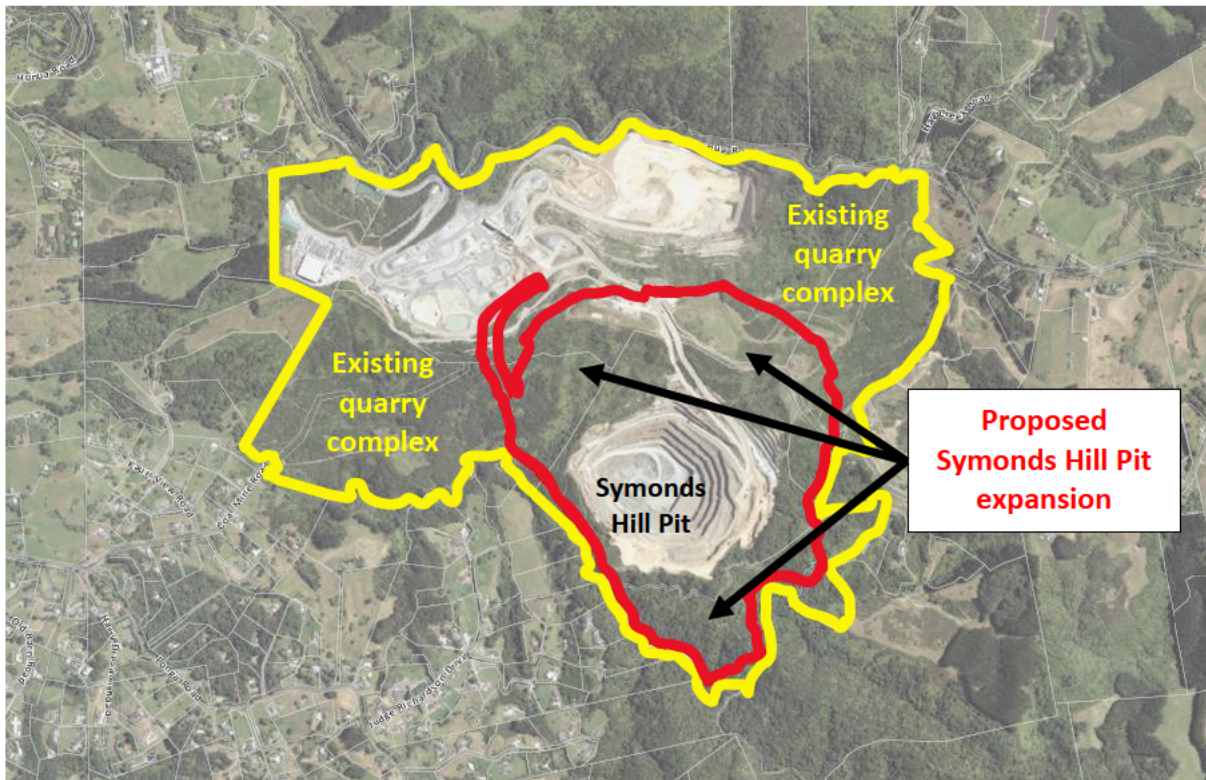
**Map 1. Location of proposed Hunua Quarry Development shown by yellow circle below.**



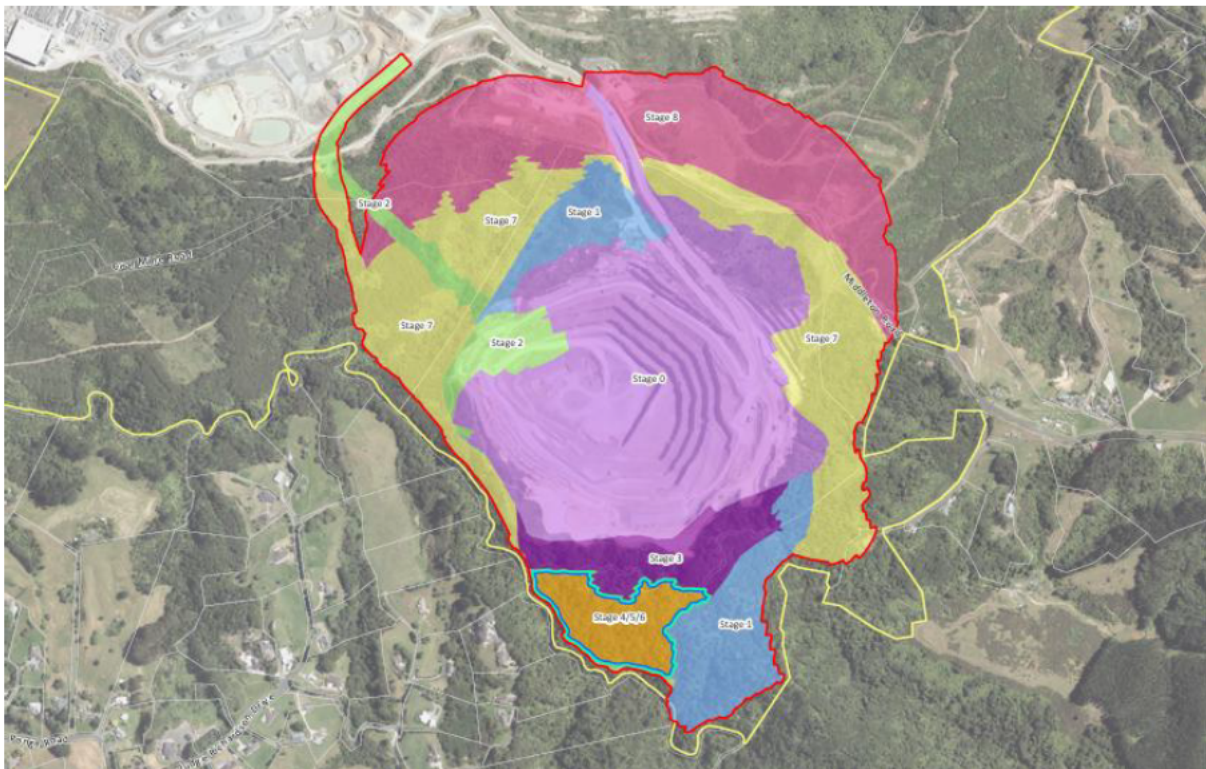
**Map 2. Local area – location of proposed Hunua Quarry Development shown by red marking below.**



**Map 3. Footprint of proposed Hunua Quarry Development (Symonds Hill Pit expansion).**



**Map 4. Planned staging of proposed Hunua Quarry Development (Symonds Hill Pit expansion).**



### Attachment 3: List of relevant Māori groups

Name of group	Type of group (section of Act)	Contact persons	Contact email
<b>Ngāi Tai ki Tāmaki Trust</b>	iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – Ngāi Tai ki Tāmaki Claims Settlement Act 2018)	Jada MacFie (CEO)	
<b>Te Ākitai Waiohua Waka Taua Inc</b>	iwi authority (s18(2)(a))	Nigel Denny Snr, Chair	
<b>Ngāti Tamaoho Settlement Trust</b>	iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – Ngāti Tamaoho Claims Settlement Act 2018)	Karleen Puriri (CEO) Edith Tuhimata (Mgr Taiao)	
<b>Ngāti Pāoa Iwi Trust</b>	iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a) – Ngāti Pāoa Claims Settlement Act 2025)	John Hutton (CEO) Tipa Compain (Mātanga Taiao)	
<b>Ngāti Maru Rūnanga Trust</b>	iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d))	Waati Ngamane, Chair	
<b>Ngāti Tamaterā Treaty Settlement Trust</b>	iwi authority (s18(2)(a)), Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d))	Michelle Wilson, CE Eddie Manukau	
<b>Ngaati Whanaunga Incorporated Society</b>	iwi authority (s18(2)(a))	Boni Renata, GM Tipa Compain	
<b>Ngāti Te Ata Claims Support Whānau Trust</b>	iwi authority (s18(2)(a)), mandated entity (s18(2)(d))	Josie Smith (Chair)	

<b>Te Ākitai Waiohua Settlement Trust</b>	Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d))	Karen Wilson (Chair) Nigel Denny
<b>Hako Tūpuna Trust</b>	Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d))	John Linstead
<b>Taonga o Marutūāhu Trustee Limited/ Marutūāhu Rōpū Limited Partnership</b>	Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d))	Paul Majurey (Chair)
<b>Ngaati Whanaunga Ruunanga Trust</b>	Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d))	Boni Renata (GM) Tipa Compain
<b>Ngāti Koheriki Claims Committee</b>	Mandated entity (s18(2)(d))	Kiwi Johnson Joe Johnson
<b>Tūpuna Taonga o Tāmaki Makaurau Trust/ Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership</b>	Treaty settlement entity (s18(2)(a)), other Māori groups with relevant interests (s18(2)(k))	Paul Majurey (Chair)
<b>Te Whakakitenga o Waikato Incorporated</b>	Treaty settlement entity (s18(2)(a)), Mandated entity (s18(2)(d)), other Māori groups with relevant interests (s18(2)(k))	Jaedyn Falwasser Te Makarini Mapu
<b>Hauraki Māori Trust Board</b>	other Māori groups with relevant interests (s18(2)(k))	David Taipari (Chair)
<b>Te Ahiwaru Trust</b>	other Māori groups with relevant interests (s18(2)(k))	Kowhai Olsen

**Attachment 4: Statutory acknowledgement for Otūwairoa Stream and its tributaries**

**Map 6. Location of proposed Hunua Quarry Development (shown by yellow circle) within the statutory acknowledgement over the Otūwairoa Stream and its tributaries (blue shading).**



Webpage link: [Ngāti Tamaoho Deed of Settlement Schedule - Attachments](#)

## **Attachment 5: Statement of association for Otūwairoa Stream and its tributaries from Ngāti Tamaoho deed of settlement**

### ***Otūwairoa Stream and its tributaries (includes Waipokapū Stream, Mangapū Stream and Waihoehoe Stream) (as shown on deed plan OTS-129-22)***

Otuwairoa (Slippery Creek) is particularly important to Ngāti Tamaoho because of its traditional use and its location. The stream is a confluence of many other important awa of the area including the Waipokapū (Hays Stream) and the Mangapū (Symonds Stream) carrying the mauri of these streams before it drains into Te Manukanuka o Hoturoa (Manukau Harbour).

The outlet of the Outwairoa is also significant because of the Opaheke kainga site along its northern bank.

### ***Mangapū (Symonds Stream)***

Mangapū (Symonds Stream) drains from the foot-hills east of Drury and the Pahurehure Inlet. From here it flows west, eventually joining Outwairoa (Slippery Creek). It then meets with Te Manukanuka o Hoturoa near the former Opaheke kainga.

Mangapū once flowed through the vast Mangapikopiko wetlands which lay stretched across the Drury lowlands. This was an especially important place for Ngāti Tamaoho who drew many resources from it. Building materials such as raupo and flax could be obtained from its shallow waters as could many important medicinal plants. The use of Mangapikopiko and of Mangapū was a source of great mana to Ngāti Tamaoho who cherished them and their mauri.

Webpage link: [Ngāti Tamaoho Deed of Settlement Schedule - Documents](#) (pages 20 and 21)

## Attachment 6: Excerpts from the Ngā Mana Whenua o Tāmaki Makaurau conservation relationship agreement

### 11 STATUTORY AUTHORISATIONS

- 11.1 The strategic partnership objectives will guide the parties to determine appropriate engagement on statutory authorisations within the Tāmaki Makaurau Region.
- 11.2 As part of these strategic objectives, Ngā Mana Whenua and the Department will identify, and keep under review, categories of statutory authorisations that may have high impact on the spiritual, ancestral, cultural, customary, and historic values of Ngā Mana Whenua.
- 11.3 As the Department works within time limits to process applications for some forms of statutory authorisations, it will notify Ngā Mana Whenua o Tāmaki Makaurau (as part of the meetings referred to in paragraph 11.2) of the time frames for providing advice.
- 11.4 The strategic partnership objectives will guide the parties to determine potential opportunities for Ngā Mana Whenua o Tāmaki Makaurau to obtain statutory authorisations on public conservation land within the Tāmaki Makaurau Region, including in relation to commercial opportunities.
- 11.5 The Department will actively advise and encourage all prospective applicants within the Tāmaki Makaurau Region to consult with Ngā Mana Whenua before filing their application. The Department will also consult Ngā Mana Whenua at an early stage on such categories of authorisations or renewal of authorisations within the Tāmaki Makaurau Region.
- 11.6 For the types of Statutory Authorisations within the Tāmaki Makaurau Region agreed to in clause 11.2, Ngā Mana Whenua and the Department will adopt the following process:
- a. the Department notifies Ngā Mana Whenua of the application, timeframe for a decision and the timeframe for Ngā Mana Whenua response;
  - b. Ngā Mana Whenua, within an agreed timeframe, notify the Department of their response including the nature of their interests in the proposal and their views in relation to the proposal;
  - c. the Department acknowledges Ngā Mana Whenua interests and views as conveyed (providing an opportunity to clarify or correct the Department's understanding of those interests and views), how those interests and views will be included in the decision-making process and any apparent issues or conflict that may arise;
  - d. the Department will, in making a decision, consider whether it is possible to reconcile any conflict between Ngā Mana Whenua interests and views and other considerations in the decision-making process;
  - e. the Department will record in writing as part of a decision document the nature of Ngā Mana Whenua interests and the views of Ngā Mana Whenua as conveyed; and
  - f. the Department will communicate its decision to Ngā Mana Whenua as soon as practicable after it is made.

## 23 CONSULTATION

23.1 Where consultation is undertaken with Ngā Mana Whenua, the Department will:

- a) Ensure that Ngā Mana Whenua or the relevant iwi/hapū are consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
- b) Provide Ngā Mana Whenua or the relevant iwi/hapū with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
- c) Approach the consultation with an open mind and genuinely consider any views and/or concerns that Ngā Mana Whenua or the relevant iwi/hapū may have in relation to any of the matters that are subject to the consultation; and
- d) Report back to Ngā Mana Whenua or the relevant iwi/hapū Governance Entity on any decision that is made.

23.2 Where Ngā Mana Whenua participates in consultation under this Relationship Agreement, Ngā Mana Whenua will provide to the Department information on the nature of the Ngā Mana Whenua interest and the views of Ngā Mana Whenua in relation to the proposal or issue upon which they are being consulted.

The entire document can be found at this link [Tāmaki Makaurau Collective Redress Deed Schedule - Documents 5 Dec 2012](#) (pages18-36)

## Attachment 7: Excerpt from Ngāi Tai ki Tāmaki conservation relationship agreement

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### 4: CONSERVATION RELATIONSHIP AGREEMENT

#### 7. STATUTORY AUTHORISATIONS

- 7.1 The Department will carry out consultation with Ngāi Tai ki Tāmaki, through its Kaitiakitanga Roopu, concerning applications for statutory authorisations within their area of interest consistent with the process set out in clause 11 of the Ngā Mana Whenua o Tāmaki Makaurau Conservation Relationship Agreement.
- 7.2 Ngāi Tai ki Tāmaki has strong interests in exploring the following types of opportunities for concessions that involve public conservation land:
- 7.2.1 Hikoi o Te Motu/ Guided walking tours on Rangitoto, Motutapu, Motuihenga, Motukorea, Waiheke, public conservation land in the southern Hunua and Maungauika (while under the Department's administration);
  - 7.2.2 Hikoi o Te Moana/Guided kayak or waka tours on the Gulf (including marine mammal and native coastal bird watching permits);
  - 7.2.3 glamping or hosted camping on Hauraki motu;
  - 7.2.4 hosting of sporting events; and
  - 7.2.5 hosting of cultural events eg Matariki.

The entire document can be found at this link (from page 48): [Ngāi Tai ki Tāmaki Deed of Settlement Documents Schedule 7 Nov 2015](#)