



Tamatea Pōkai Whenua

A: L1/117 Heretaunga Street West, Hastings Central, Hastings, 4122
P: 06 876 6506 • E: office@twp.iwi.nz • W: www.heretaungatamatea.iwi.nz

5 October 2026

Department of Conservation
Land Exchange Fast Track Application
Conservation House
PO Box 10 420
Wellington 6143

Tēnā koe,

Re: Proposed land exchange application by Tukituki Water Security Ltd under the Fast-track Approvals Act 2024

1. Introduction

- 1.1. In an email dated 14 September 2026, the Tamatea Pōkai Whenua Trust [TPW] has been invited to comment on the Department of Conservation's [DoC's] draft report [the **Draft Report**] on the proposed land exchange application by Tukituki Water Security Ltd [the '**application**' and '**applicant**' respectively]. This application has been made under the Fast-track Approvals Act 2024 [the **FTA Act**], and relates to the Tukituki Water Security Project [the **project**], a listed project under the FTA Act. The Draft Report is prepared in accordance with s35 of the Act.
- 1.2. TPW has previously provided a submission on the application, and this submission is referenced in the Draft Report. We suggest this further comment is read in conjunction with that earlier submission.
- 1.3. As we have previously noted, TPW is the post settlement governance entity responsible for the Heretaunga Tamatea Treaty settlement. Our settlement arrangements are impacted by the application as we hold statutory acknowledgements and deeds of recognition in the relevant area, and the project is likely to impact on land that has been transferred as redress in our Treaty of Waitangi settlement. In addition, we support concerns from our respective hapū and marae that the project is likely to have an impact on areas of cultural significance.
- 1.4. All these matters are noted in some way in the Draft Report, as well as in our previous submission. However, we are concerned that the way these matters are addressed in the Draft



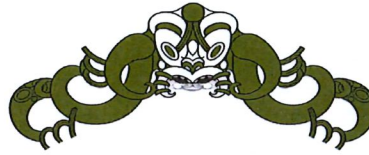
Tamatea Pōkai Whenua

A: L1/117 Heretaunga Street West, Hastings Central, Hastings, 4122
P: 06 876 6506 • E: office@twp.iwi.nz • W: www.heretaungatamatea.iwi.nz

Report contain errors of fact or law, or have not been given appropriate weight. In addition, the Draft Report may not have considered the nature of the impact of the land exchange on settlement redress. These are discussed further below.

2. Inclusion of an ineligible activity in the project

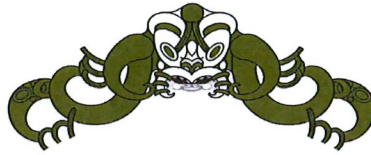
- 2.1. As we have previously noted, the overall application and project that is being put forward by the applicant – of which the proposed land-swap is just one part – includes an ‘ineligible activity’.
- 2.2. This is because the project will impact on former Crown Forest Licensed land that is now held by the Kaweka Gwavas Forestry Company Limited [**KGFC**] in which TPW has an interest. This land was transferred to KGFC as part of the Treaty of Waitangi settlement with Heretaunga Tamatea. This settlement is given effect to by the Deed of Settlement dated 26 September 2015 (and its subsequent amendments) [collectively referred to as the ‘**Deed of Settlement**’] and the Heretaunga Tamatea Claims Settlement Act 2018 [**the Settlement Act**].
- 2.3. This means this land falls within the definition of ‘identified Māori Land’ for the purposes of the FTA Act, and so any activity that would take place on this land is defined as being an ‘ineligible activity’.
- 2.4. Unfortunately the details of the project initially put forward by the applicant relied on incorrect advice and wrongly stated that no ‘ineligible activities’ were included. It appears this error has been acknowledged by the applicant, and this point is not in dispute. However this has not been addressed in any revision of the application or subsequent consideration by any decision maker.
- 2.5. In particular, this issue has not been addressed by the Draft Report. Instead, while noting this matter has been raised by TPW, the Draft Report does not consider it further. Instead the Draft Report treats this issue as irrelevant on the basis that the land exchange itself does not relate to identified Māori Land and an ineligible activity.
- 2.6. Our view is that this approach is based on an incorrect interpretation of the FTA Act. The FTA Act instead requires, at this stage, an assessment of whether or not the **project**, not the application or a particular approval, includes an ineligible activity. This is clear from the structure of the FTA Act which sets out that:
 - DoC’s assessment under s35(3)(b)(ii) requires an assessment of the information provided under s33(1);



Tamatea Pōkai Whenua

A: L1/117 Heretaunga Street West, Hastings Central, Hastings, 4122
P: 06 876 6506 • E: office@twp.iwi.nz • W: www.heretaungatamatea.iwi.nz

- The information required under s33(1) includes information relevant to the land exchange that would be required under s43(2); and
 - Section 43(2)(c) requires that the application 'must demonstrate that the **project** does not involve any ineligible activities' (our emphasis).
- 2.7. Our view is that this requires the applicant to demonstrate that the land exchange is part of a project that does not include any ineligible activities, not simply that they must demonstrate that the land exchange does not include an ineligible activity. On the information that DoC has before it, the project clearly includes an ineligible activity.
- 2.8. Our view is also that it is not reasonable to take the view, as DoC appears to have, that s43(2)(c) needs to be 'read down' so as to just apply to the land exchange. This is because:
- The drafting of the relevant sections is clear that it relates to the project, not a particular authorisation or approval, and this contrasts with other parts of the FTA Act which do limit a consideration to an application or approval. There must be a reason for this difference;
 - The intention of this requirement appears to be to identify the viability of the project as a whole, and provide an opportunity for short comings to be addressed early on. A restrictive approach would undermine this intention;
 - The s33(1) requirements are distinct from the assessment of the matters listed in clause 29 of Schedule 6 which relate to specific issues associated with particular conservation land subject to the exchange. Again this suggests that the s33(1) assessment should be seen as a wider, contextual, assessment; and
 - This requirement must have a purpose, and interpreted in a way that means it can be applied. However, if read in the way that DoC is interpreting it, it is unlikely any land exchange application would ever raise issues of ineligible activities given the way this term, and identified Māori land, are defined.
- 2.9. In addition, we note that the same error in interpreting the requirements of s33(1), and the presence of an 'ineligible activity', appears to have occurred in DoC's assessment of whether the application is complete and within scope under s34. Again, this is because the land-swap application forms part of a **project** that includes ineligible activities – and this is what is required to be tested.



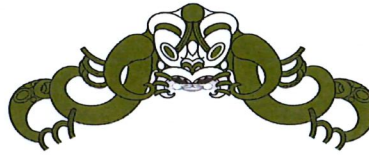
Tamatea Pōkai Whenua

A: L1/117 Heretaunga Street West, Hastings Central, Hastings, 4122
P: 06 876 6506 • E: office@twp.iwi.nz • W: www.heretaungatamatea.iwi.nz

2.10. Therefore our view is that both the Draft Report, and the initial s34 decision that has led to its preparation, are based on an error in how the FTA Act is to be interpreted.

3. Heritage and cultural impact

- 3.1. We also disagree with the way in which the Draft Report has assessed the potential impact on sites of cultural significance as being 'low-medium'. We point to the various material provided in earlier Cultural Impact Assessments (CIA) and the CIA recently completed by Brian Morris in April 2026. The latest CIA is provided as part of this response. This CIA identifies the potential impact on sites of cultural significance as 'high'.
- 3.2. We also disagree with the approach that DoC has taken to the comparative assessment of the heritage and cultural values on each piece of land, and how the exchange might benefit the conservation estate.
- 3.3. Our view is that this comparison or assessment cannot be simply a trade-off between what is present on one site vs what is present on another. The Draft Report 4A: Biodiversity and Freshwater also raises the issue of the assessment of values on the Smedley Exchange Block being largely based on assumptions, not fact.
- 3.4. Instead, any assessment must be mindful that what is present on the existing DoC land sits in the context of a mosaic of culturally important sites in the wider area. The full scope of these sites form a broad picture, and any individual site on one piece of land has additional value because of its place in this picture and its relationship with other sites that may sit on other blocks of land.
- 3.5. From this perspective, the sites on the land that DoC is to receive should not be viewed in isolation, but part of the wider cultural context that includes the sites on the existing DoC land that may be transferred out of DoC ownership.
- 3.6. If the impact of the exchange is that wāhi tapu or urupā on the existing DoC land will be lost as a result of the exchange, such as by enabling the flooding of that land, then this diminishes the 'value' of the sites that may remain on the land that DoC receives.
- 3.7. Our view is that even if DoC can be said to be correct that equivalent sites may be present on both parcels of land, the overall impact of the land exchange will be to reduce the cultural value of the conservation estate.



Tamatea Pōkai Whenua

A: L1/117 Heretaunga Street West, Hastings Central, Hastings, 4122
P: 06 876 6506 • E: office@twp.iwi.nz • W: www.heretaungatamatea.iwi.nz

4. Impact on Treaty settlement arrangements

- 4.1. The Draft Report also correctly notes that a number of statutory acknowledgements and deeds of recognition apply to the area that may be affected by the land exchange and the wider project. The Draft Report notes that these require some consultation with TPW as a result and that TPW has provided feedback.
- 4.2. However, the Draft Report does not engage with how these items of Treaty settlement redress may themselves be impacted by the land exchange.
- 4.3. For example, the redress instruments that apply to the land that DoC currently holds are defined by reference to 'statutory areas' set out in Schedule 3 of the Settlement Act which are, in turn, defined by reference to maps included in the Deed of Settlement. Those maps are noted in the Draft Report.
- 4.4. One impact of the land exchange is that those maps (and therefore the redress mechanism themselves) will no longer be accurate. Land will move out of the areas currently shown as the Ruahine Forest Park, yet potentially remain subject to redress instruments.
- 4.5. Similarly, land that is not currently within the areas shown will then be included within the Ruahine Forest Park - which was intended to be fully covered by settlement redress but no longer will be.
- 4.6. The Draft Report does not engage with this issue, and the resulting administrative processes and costs that will be required from both the Crown and TPW to address this.
- 4.7. We note that it is not open to DoC (and the wider Crown) to simply take the approach that this is some minor change of boundaries that does not need to be addressed. This is because over the past few years Te Arawhiti/Office of Treaty Settlement has been engaging with TPW over very similar boundary adjustment issues that have become apparent as part of overlapping claims between TPW and Mōkai Pātea claimants on the western edge of this area.
- 4.8. Given the Crown has been anxious to address minor boundary errors in this context to ensure redress reflects what was intended, we assume a similar engagement will be required as a result of any land exchange. This potentially includes the development and agreement of a Deed to Amend our settlement arrangements.



Tamatea Pōkai Whenua

A: L1/117 Heretaunga Street West, Hastings Central, Hastings, 4122
P: 06 876 6506 • E: office@twp.iwi.nz • W: www.heretaungatamatea.iwi.nz

- 4.9. Our view is that these are administrative matters that should be, but have not been, noted as part of the Schedule 6, clause 26 assessment of matters such as financial implications, practical management, and legal and financial consequences.

5. Summary

- 5.1. In summary, TPW is disappointed with the Draft Report as it contains errors of fact or law, our views have not been given appropriate weight, or it has not considered relevant matters.
- 5.2. As we have previously stated, TPW generally supports economic growth in our takiwā. However, any initial in principle support for aspects of the re-scoped Tukituki Water Security Project should not be interpreted as a blanket, or ongoing, endorsement. This is particularly so given the issues above, as any initial support has always been on the basis of our interests being adequately addressed. TPW remains open to discussing how best to resolve these issues with the applicant so that our interests are protected and provided for.

9(2)(a)

Victoria Wilson

Interim Chief Executive

Tamatea Pōkai Whenua

9(2)(a)