

# **Stella Passage Development**

**Fast-track Approvals Act 2024  
Referral Application**

Attachment 8: Tangata Whenua  
Consultation Report

**Port of Tauranga Limited**

**September 2025**



PREPARED FOR:

# Port of Tauranga Limited

## Consultation Report – Stella Passage referral application

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## Executive Summary

This document provides an overview of the consultation that has taken place with Tauranga Moana mana whenua groups as part of the pre-application phase of the Port of Tauranga Limited's Fast-track Approvals Act applications for the Stella Passage project.

The Stella Passage project is aimed at facilitating greater economic development through updating and expanding the Port's operations to address existing capacity constraints and accommodate growth in demand. The Stella Passage project was accepted as a 'listed' project under Schedule 2 of the Fast-track Approvals Act.

An application was lodged for the Stella Passage project as a 'listed' project on 14 April 2025, after undertaking pre-lodgement consultation in January – April 2025. A further five weeks of engagement was planned post-lodgement, but this was put on hold when concerns were raised and then a judicial review was sought by mana whenua on the EPA's decision on completeness for the application. The judicial review decision, in August 2025, stopped work on the listed project application. The Court suggested there was a range of options available to the Port to consider in progressing the project.

After the Court decision, the Port did signal to some groups the options, including applying for a Ministerial referral on the whole project.

The Port's objectives for engagement on the Stella Passage project were identified prior to starting the listed project engagement, and included engaging in a fair, equitable, consistent and transparent way, and exceeding the requirements under the Fast-Track Approvals Act using good practice consultation.

Before consultation began, the Port made best endeavours to identify the mana whenua groups that were relevant to the scope of the Stella Passage listed project application and reviewed the engagement that had occurred under previous processes relevant to this application, in particular the Environment Court direct referral application. The identification of groups was re-confirmed for the referral application.

Prior to the Fast-track legislation being enacted, the Port undertook pre-engagement with key groups in Tauranga Moana, which helped inform the approach for the consultation process and laid the groundwork for keeping groups informed about the Port's fast track intentions.

The Port offered resourcing to support the participation of mana whenua groups in the January – April consultation process as well as funding the developing of cultural values reports. The consultation process involved direct engagement and also weekly technical information forums that provided opportunities to hear from the other technical experts

the Port had engaged, so as to help inform the development of the cultural values reports.

The feedback received throughout the consultation process, as well as the cultural values reports, has been greatly appreciated by the Port and has helped inform the Port's Fast-track application.

# Introduction

As the largest port in the country by total cargo volume and container throughput, the Port of Tauranga is seen by many as a vital element in the development of the economy. Its strategic location adjacent to expansive and developing regions enables it to deliver considerable economic benefits both regionally and nationally. The strategic importance of Ports for resilience and disaster recovery is another vital benefit the Port provides.

The Port wishes to facilitate greater economic development through its Stella Passage project, which would update and expand the Port's operations to address existing capacity constraints and accommodate the demands of our growing regions in Tauranga and Bay of Plenty, and wider Aotearoa-New Zealand.

## Scope of the Stella Passage Fast-track Referral Application

The Stella Passage project was accepted as a 'listed' project under Schedule 2 of the Fast-track Approvals Act 2024 (FTAA). The FTAA enables a single application to be made for approvals under multiple Acts and offers an opportunity to expedite the Stella Passage development as a project with significant regional and national benefits.

A substantive application for the Stella Passage as a listed project was made on 14 April 2025. Pre-application consultation was undertaken in line with the requirements in section 29 (1) (a) of the FTAA.

The acceptance of this application by the EPA was challenged through judicial review, and the judge's determination stated that that no further work should be undertaken on the listed project application. The judge also noted that the Port "has other remedies available to it, most obviously a further application to the Minister for referral under s 13 of the Fast-Track Approvals Act (FTAA)"<sup>1</sup>.

Accordingly, the Port moved forward with an application for referral. Before lodging a referral application, under section 11 (1) of the FTAA the Port must consult with certain persons and groups, including:

- any relevant iwi authorities, hapū, and Treaty settlement entities<sup>2</sup>, including—
  - iwi authorities and groups that represent hapū that are parties to relevant Mana Whakahono ā Rohe (MWaR) or joint management agreements (JMA)<sup>3</sup>; and

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<sup>1</sup> Ngati Kuku Hapu Trust v The Environmental Protection Agency [2025] NZHC 2453 at [25]

<sup>2</sup> A list of relevant Treaty settlements are set out in [Appendix A](#)

<sup>3</sup> We are not aware of any MWaR or JMAs that would be relevant to the project area

- the tangata whenua of any area within the project area that is a taiāpure-local fishery, a mātaitai reserve, or an area that is subject to bylaws or regulations made under [Part 9](#) of the Fisheries Act 1996; and
- any relevant applicant groups with applications for customary marine title under the [Marine and Coastal Area \(Takutai Moana\) Act 2011](#)

### Role of Mahea NZ Limited

Mahea NZ Limited was contracted by Port of Tauranga Limited (POTL or the Port) to develop and implement a Māori consultation strategy which would help fulfil the Port's consultation obligations under the FTAA with relevant Tauranga Moana iwi and hapū.

## Strategy for the consultation – what did we intend to do

During the development of the Fast Track listed project application, the Port sought to refine its engagement approach and relationships with iwi and hapū of Tauranga Moana, especially given recent interactions with appellant groups in the direct referral Environment Court process.

The FTAA is new and untested. The Port's strategy for engagement is informed by its experience under the RMA and its interpretation of the requirements of the FTAA.

Objectives of the engagement included:

- fairness, equity, consistency and transparency in the approach with all iwi and hapū groups
- assisting the Port to meet the requirements for consultation under the FTAA,
- aligning consultation requirements beyond minimum requirements
- meeting consultation obligations to fulfil relevant Treaty of Waitangi settlement obligations.
- establishing and implementing a system for facilitating communication and feedback from mana whenua,
- supporting mana whenua to actively participate in the consultation process.

To achieve the engagement objectives, a consultation strategy was developed. The key steps in the intended strategy for consultation were to:

- Review Port engagement process with iwi and hapū through the direct referral Environment Court process and other consenting projects.
- Identify relevant iwi and hapū groups as defined by the scope of the project and requirements under the FTAA.
- Engagement with iwi and hapū prior to FTAA legislation being enacted to shape the Port engagement strategy and approach.
- Resource relevant iwi and hapū groups through Service Level Agreements to:
  - Prepare Cultural Value Reports (CVRs)
    - Provide a list of possible independent technical experts who could assist iwi and hapū groups in preparing CVRs.
    - Provide a high-level analysis of treaty settlement arrangements to assist groups
  - Engage in technical information forums, and
  - Directly engage with Port experts and officers
- Implementation

These steps weren't always undertaken linearly, and there were some steps undertaken simultaneously. The strategy guided the engagement but required a degree of flexibility from the Port.

Port Management attended the majority of forums and were available to meet groups upon request.

## Implementation of the consultation – what did we deliver

Before the FTAA was enacted there was a decision to take the direct referral process through the Environment Court. The Port had previously applied for this project under the COVID-19 Fast Track Act. That application was declined, with the recommendation being that the direct referral approach should be considered instead. That assessment was another useful avenue through which cultural values were canvassed. Both the previous Fast Track application and the direct referral application process have provided lessons that have been built into the assessments and mitigations for the project under the FTAA process.

### Identifying relevant iwi and hapū groups

A key step in the process was identifying relevant iwi and hapū groups. The process and outcomes of this work can be found in [Appendix A](#), parts a) and b). The FTAA requires applicants to consult with iwi authorities, hapū and treaty settlement entities. The Port assessed the requirements and aligned its consultation approach accordingly. Bay of Plenty Regional Council, Tauranga City Council, Western Bay of Plenty District Council, and Te Tari Whakatau (previously Te Arawhiti) provided feedback on the relevant groups.

The Port also identified relevant Treaty settlements, including both deeds of settlement and settlement legislation (where settlements had reached that stage). This information can be found in [Appendix A](#), part c).

Identifying the relevant iwi and hapū groups for a particular project is a challenging task that requires judgement calls, and there will often be differing opinions. There were instances during the process when the Port did not initially recognise the relevance of a group but changed their stance upon being contacted by the group and hearing their case.

The groups listed in Appendix A were identified as part of the listed project consultation process, and re-confirmed for the referral application.

## Analysis of Ports Approach to Engagement

Before the consultation on the Port FTAA listed project application began, the Port reviewed evidence submitted by Tauranga Moana iwi and hapū during recent direct referral Environment Court proceedings. The objective was to evaluate the critical issues surrounding the Stella Passage development in the context of an ongoing appeal. The direct referral process under the Resource Management Act 1991 restricted iwi and hapū participation to those who filed appeals. Consequently, some iwi and hapū groups did not take part in the Environment Court process. The Port needed to adjust its engagement strategy based on this experience and the new, untested requirements under the FTAA.

Insights from Iwi and Hapū Management Plans (IHMP) and previous Port-related Cultural Reports highlight key issues for iwi and hapū groups. Analysis is available in [Appendix A](#), parts d) and e).

### Pre-engagement

Preliminary discussions with key groups in Tauranga Moana informed the consultation process and laid the groundwork for keeping groups informed.

The initial feedback from iwi and hapū focused on the concurrent Environment court process. Some of the themes that emerged from the Environment Court were its lack of certainty, engagement with the Port and broader environmental concerns for the health and well-being of the harbour. Both the Port and iwi hapu were interested in the FTAA process given the overarching purpose of the Act, Treaty settlements consistency, and the interactions with the RMA and Wildlife Act. The Environment Court issued its decision on the Stella Passage Stage 1 project on 16 December 2024, granting consent subject to confirmation of conditions with the BOPRC. On 20 December 2024, Ngā Tai ki Mauao, Ngāti Ranginui Fisheries Trust, and Ngāti Ranginui Iwi Society Incorporated, lodged High Court appeals against the Environment Court decision. The Fast-track Approvals Bill was enacted on 23 December 2024, at which time the Port notified iwi and hapū groups of its intention to apply for consent under the FTAA.

### Service Level Agreements and Resourcing

Assessing cultural values is an important input to any resource consent process. Mana whenua are best positioned to express those values. Guided by learnings from previous experiences, the Port committed to resourcing mandated iwi hapu groups to prepare Cultural Values Reports (CVR).

The Port was advised by Tauranga City Council and the Bay of Plenty Regional Council regarding base rates for preparing cultural reports. The Councils noted that, depending

on the project's complexity, preparation costs ranged from \$4,000 to \$20,000. This range was consistent with the Port's prior commissioning of cultural reports, which included remuneration of \$10,000 for such reports in 2010. That advice assisted the Port in structuring arrangements for CVRs.

In order to provide resources to relevant iwi and hapū groups, a draft Service Level Agreement (SLA) was developed with specified milestones and commitments. Mandated iwi or hapu entities were offered SLA. Initial SLAs were structured in the following way:

- a) participation in technical workshops and engagement (2x \$10,000).
  - based on a fixed \$150 hourly rate for attendance; and
- b) preparation and delivery of Cultural Values Reports (\$20,000)
  - based on delivery milestones of a draft and final report.

The overall resourcing available to each group was \$40,000. Over \$800,000 was made available to support iwi and hapū engagement over a 9 – 10 week period (initially 7 – 8 weeks) from February to April 2025. The Port also encouraged collaboration between groups and to collectivise in order to maximise the available funding for delivering quality products.

Groups requested more flexibility in SLA conditions, allowing them to determine how they applied resources to meet the Ports' expectations for engagement, and in meeting CVR milestones. There was also a concern from some groups that they wouldn't be able to find a suitable consultant in time to help with their CVR, and the Port helped by providing details of four individuals who had the requisite capacity and capability to assist. We know that this assisted at least one group.

Some of the discussions about the SLAs were drawn out with much deliberation. The Port continued to adjust its approach based on iwi and hapū feedback where it aligned with objectives of fairness, equity, consistency and transparency for all groups. However, some iwi and hapū groups who were offered SLAs never took up the offer, for various reasons.

A tracked-changes version of the final SLA is available in [Appendix H](#), illustrating the amendments made to the contract from direct feedback and request from groups.

Additional SLAs were proposed for the post-lodgement stage of the listed project application. Although this engagement did not proceed (see discussion below), the post-lodgement SLA template is attached as Appendix I: Service Level Agreement – post-lodgement.

## The consultation process itself

Consultation on the Stella Passage FTAA listed project application began with meetings with some iwi and hapū groups late January and early February 2025. The purpose was to discuss the Port's decision to apply for consent under the FTAA and outline the engagement process that would take place.

The Port sent letters to iwi hapu groups on 23rd January 2025 outlining the consultation process and the expected lodgement date of an application to the Environmental Protection Authority: 31 March 2025. Appended to some letters were SLAs.

The engagement occurred throughout February, March, and early April, with direct hui between the Port and iwi/hapū through technical information forums. These forums were open to iwi and hapū enabling them to engage and speak to the Port's technical experts directly. They could ask questions, seek clarification, and even challenge methodology, results or assumptions.

The initial timeframe given for when the Port would lodge its FTAA application was 31 March 2025. There was feedback throughout the process from iwi and hapū about the short timeframes for engagement to produce their CVRs. Many asked for an extension, some specified needing an additional 4 weeks. At least four formal letters were sent to either the Port's Chief Executive or the Board Chairperson seeking an extension to the timeframes. The Port obliged and extended the timeframe for lodging to 14 April 2025, an additional two weeks. While the extension was less than what was requested, it did somewhat address timeframe concerns.

CVRs were received from 12 groups, plus one cultural impact assessment (CIA), and an analysis of these reports is provided in Appendix G: Summary of values, key themes and mitigations in CVRs. One other report was sent directly to the EPA.

A further five weeks of engagement post-lodgement was planned, focusing on themes from CVRs and discussion of conditions, and one meeting was held on 29 April. Concerns were raised to the EPA by iwi and hapū groups in early May, and further engagement was put on hold. A judicial review was sought by some of the groups on the EPA's decision on completeness for the application.

In August and September, the Port engaged with some groups on other projects and relationship matters. During the discussions, the Port did discuss the judicial review decision and signalled that the Port was considering its options, including applying for Ministerial referral.

On 17 September 2025, the Port contacted all iwi/hapū who had been engaged on the initial Stella Passage application to advise them that the Port intended to make a referral

application. A copy of this letter is attached in [Appendix D](#): Communications Record, part c).

## Ngā Tai ki Mauao and Ngāti Kuku

Particular regard was given to both Ngā Tai ki Mauao and Ngāti Kuku when developing the engagement process, due to proximity of their interests to the Port and in light of the consideration of the Environment Court decision where they are noted as significantly affected by the Ports activities and the Stage 1 / 2 proposal.

In person engagement commenced with Shad Rolleston being invited to a joint meeting of Ngā Tai ki Mauao and Ngāti Kuku representatives at the Tauranga Moana Trust Board.

A summary of the meeting is reflected in the formal correspondence received by James Gardner-Hopkins on 12 February 2025 (available in [Appendix D](#), part d). Since then, a series of formal correspondence between Port leadership, Ngā Tai ki Mauao and Ngāti Kuku have ensued.

The groups and their representatives have received all including service level agreements, weekly pānui (newsletters), invitations, and other relevant documentation through access to DropBox.

During the listed project engagement period, there was no other in person engagement between the Port Leadership, Ngā Tai ki Mauao leadership and Ngāti Kuku leadership. Invitations were sent and received from both parties for meetings that have not yet occurred.

Attendance was at Iwi Information Forum 5 by the Ngāti Kuku consultant representative, where specific concerns related to the air quality expert report and the lack of cumulative effects were raised. Correspondence indicated a Cultural Impact Assessment (CIA) would be provided directly to the EPA/Panel and costs will be recouped there. This CIA was also provided to the Port on 5 May 2025.

Clarifications and concerns have been received by the Ngāti Kuku consultant representative.

The record of consultation is included in [Appendix C](#), communications record at [Appendix D](#), and a summary of consultation delivery at [Appendix E](#).

# Feedback from the consultation – what did we learn

## Process learnings

The intent of the listed project consultation process was to go beyond what was minimally required by the FTAA, so that good engagement practices were undertaken where possible. Whilst this intention wasn't always delivered on, and there are always going to be ways in which engagement could be better, in relation to some aspects the consultation between the Port and mana whenua in relation to the listed project process could fairly be described as having gone beyond what is minimally required.

For example, despite no explicit requirement under the FTAA, the Port proffered significant resourcing to support the engagement and the development of CVRs in response to the listed project, in contrast to the COVID-19 FTAA process where CIA reports were a requirement. The timeframes for the listed project application remained a barrier to engagement, and whilst there was some recognition and movement on the timeframes by the Port it didn't go far enough to meet the expectations of iwi and hapū. Whether additional time would have greatly improved the ability to understand the values and feedback themes is uncertain, but it would possibly have given more time for discussions on the particular mitigations proposed in the CVRs as compared to those proposed by the Port in the listed project application.

The Port maintained regular communication with iwi and hapū including regular updates on the listed project application process and engagement opportunities. It was transparent about the process and the delivery of expert reports. Access to the relevant documentation relating to the listed project, such as the expert reports, full draft applications and draft conditions, was provided as soon as possible after they were delivered to the Port.

There was a SharePoint folder that was set up initially to share files. However, this had some technical difficulties and proved challenging for groups to access, so ultimately, a Dropbox was set up instead, which improved accessibility to documents.

## Analysis of Consultation Feedback

The Port undertook a thematic analysis of the key themes raised during the listed project consultation, systematically identifying common concerns and suggestions to better inform the Stella Passage application, particularly any mitigation available.

Concerns arose regarding the cumulative environmental effects highlighted by specialists, which could have a more significant impact when considered collectively. Questions were raised about how these effects would be addressed within the FTA

process. Additionally, multiple groups expressed worries about the short timeframes of the FTA process, which could hinder the effective consideration of CVR between their receipt and the listed project application submission.

Representatives from iwi and hapū felt pressured by the large volumes of information and specialist reports due to these tight timelines. There were also concerns about the late submission of final draft reports, with some groups preferring that all draft reports be available from the start of the engagement process to allow for thorough review. Others suggested that specialist reports be provided individually as they are completed, rather than all at once.

Many iwi and hapū have expressed a desire through the consultation and/or their CVRs for a deeper, more relationship-based approach to engagement with the Port. The Port will continue engagement with iwi and hapū beyond the lodgement of the Stella Passage referral application to allow more time to consider the impacts of the project, simultaneous to the panel considerations of the process. There is a desire by parties, both the Port and iwi and hapū to develop better long-term relationships.

The CVRs produced are additional sources of feedback and provide detailed information on the values, issues, aspirations and desired mitigations/actions of the groups.

A full breakdown of the listed project consultation feedback analysis is available at [Appendix F](#), and a summary of the values, key themes and mitigations outlined in the CVRs is available at [Appendix G](#).

## Conclusion

Overall, whilst the consultation approach wasn't without issues, generally the groups who engaged were extremely constructive and represented their kaitiaki obligations and values meaningfully. Parties have continued to express their concerns with the proposed project and process. During the engagement for the listed project application there were some elements that went beyond what was minimally required by the FTAA, and groups were funded to participate and produce CVRs.

Significant efforts were made by the Port to engage and understand the values, however in spite this we were not able to obtain CVA's from all parties. The objectives of the listed project engagement were all met to an extent, though there are also process learnings that could be put towards improvements for future engagement processes run by the Port with iwi and hapū.

The delivery of engagement was fast-paced and intensive to match the speed of the listed project application process, and there were a number of engagement events that

took place over the Jan-April period. Further engagement was planned for April-May, but was put on hold when the judicial review process began. In August and September, the Port met with some groups, indicating the Port were considering options including a Ministerial referral.

The listed project consultation resulted in feedback and CVRs that provided valuable insights into the values, issues, aspirations and desired mitigations/actions of the groups, and these have helped inform the Port's referral application.

## Appendix A: Analysis of Tauranga Moana iwi and hapū

### a) Identifying specified iwi and hapū groups

The Port and the Port's Specialist Advisor – Māori Relationships identified relevant iwi and hapū groups in accordance with the FTAA's requirements for the listed project application and then re-confirmed the groups for the referral application. A breakdown is available below. Bay of Plenty Regional Council, Tauranga City Council, Western Bay of Plenty District Council, and Te Tari Whakatau (formerly Te Arawhiti) provided feedback on the relevant groups.

### b) Tauranga Moana, Tauranga Tāngata

The Port sought involvement and engagement with all iwi and hapū groups identified. The following groups have been identified by the Port as having significant roles as set out under the FTAA and have been grouped as *Tauranga Moana, Tauranga Tāngata*.

*Tauranga Moana, Tauranga Tāngata* are iwi and hapū groups that possess considerable authority in the Tauranga Moana area, including Tauranga Harbour, the port land and associated activities. Their interests in the outcomes of the consent application include maintaining their rights under the Treaty of Waitangi/ Te Tiriti o Waitangi.

Iwi	Hapū	
Ngāi Te Rangi	<b>1</b>	Ngāi Te Rangi Settlement Trust
	<b>2</b>	Te Rūnanga ō Ngāi Te Rangi Iwi Trust
	<b>3</b>	Ngāti Tapu Hapū Trust
	<b>4</b>	Ngāi Tukairangi Hapū Trust
	<b>5</b>	Ngāti Kuku Hapū Trust
	<b>6</b>	Ngāti Hē Hapū Trust
	<b>7</b>	Ngā Hapū ō Ngā Moutere Trust
Ngāti Ranginui	<b>8</b>	Ngā Hapū ō Ngāti Ranginui Settlement Trust
	<b>9</b>	Ngāti Ranginui Iwi Society Incorporated
	<b>10</b>	Ngāti Ranginui Fisheries Trust
	<b>11</b>	Ngāi Te Ahi Settlement Trust
	<b>12</b>	Ngāti Ruahine
	<b>13</b>	Ngāi Tamarāwaho Tribal Authority Trust
	<b>14</b>	Ngāti Hangarau
Ngāti Pūkenga	<b>15</b>	Ngāti Pūkenga Iwi ki Tauranga Trust
	<b>16</b>	Te Tāwharau ō Ngāti Pūkenga
Waitaha	<b>17</b>	Te Kapu ō Waitaha Trust
Ngā Pōtiki	<b>18</b>	Ngā Pōtiki ā Tamapahore Trust
	<b>19</b>	Ngāti Kaahu ki Mangatawa
Representative groups	<b>20</b>	Tauranga Moana Iwi Customary Fisheries Trust
	<b>21</b>	Ngā Tai ki Mauao
	<b>22</b>	Mauao Trust

### c) Other groups consulted

The Consultation Strategy prioritised resources to support meeting Treaty settlement obligations and ensuring meaningful dialogue with the specified iwi and hapū groups above.

Customary marine title applicants under the Marine and Coastal Area (Takutai Moana) Act (MACA) outside the Port's area, and other groups with interests outside the project area as identified below, are not directly impacted by the development effects from port activities, including local environmental and cultural changes.

Te Whānau ā Tauwhao	Ngāti Te Wai
Te Ngare	Waaka & Holloway Whānau
Ngāti Tauaiti	Ngāti Kaahu ā Tamapahore Trust
Ngāi Tūwhiwhia	Te Kōtahitanga ō Te Arawa Waka Fisheries Trust
Ngāi Tamawharia ki Katikati	Ngāti Maru Rūnanga Trust
Ngāi Tamawharia ki Matakanā	Ngāti Tamatera Treaty Settlement Trust
Whareroa Marae Committee	Te Whānau ā Mokomoko
Whareroa Marae Reservation Trust	Ngā Matarae Trust
Te Rūnanga ō Ngāti Kahu Trust	Tauranga Moana Advisory Group
Ngāti Pango	Ngā Pāpaka ō Rangataua
Ngāti Rangi	Ngāti Makino and Ngāti Pikiao - Ngāti Makino Heritage Trust and Ngāti Pikiao Iwi Trust
Pirirākau Tribal Authority Incorporated	Hauraki Māori Trust Board
Ngāti Taka	Pomare Paora Trust
Huria Marae Committee	Ngā hapū ō Matakanā

#### d) Relevant Treaty settlements

- Ngāi Te Rangi and Ngā Pōtiki
  - <https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/find-a-treaty-settlement/ngai-te-rangi-and-nga-potiki>
  - Deed<sup>4</sup>: [https://whakatau.govt.nz/assets/Treaty-Settlements/FIND\\_Treaty\\_Settlements/Ngai-Te-Rangi-and-Nga-Potiki/DOS\\_documents/Ngai-Te-Rangi-and-Nga-Potiki-Deed-of-Settlement-14-Dec-2013.pdf](https://whakatau.govt.nz/assets/Treaty-Settlements/FIND_Treaty_Settlements/Ngai-Te-Rangi-and-Nga-Potiki/DOS_documents/Ngai-Te-Rangi-and-Nga-Potiki-Deed-of-Settlement-14-Dec-2013.pdf)
  - Legislation: The Ngāi Te Rangi and Ngā Pōtiki Claims Settlement Bill is awaiting second reading
- Ngāti Pūkenga
  - <https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/find-a-treaty-settlement/ngati-pukenga>
  - Deed<sup>5</sup>: [https://whakatau.govt.nz/assets/Treaty-Settlements/FIND\\_Treaty\\_Settlements/Ngati-Pukenga/DOS\\_documents/Ngati-Pukenga-Deed-of-Settlement-7-April-2013.pdf](https://whakatau.govt.nz/assets/Treaty-Settlements/FIND_Treaty_Settlements/Ngati-Pukenga/DOS_documents/Ngati-Pukenga-Deed-of-Settlement-7-April-2013.pdf)
  - Legislation:  
<https://www.legislation.govt.nz/act/public/2017/0039/latest/whole.html>
- Ngāti Ranginui
  - <https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/find-a-treaty-settlement/ngati-ranginui>
  - Deed<sup>6</sup>: [https://whakatau.govt.nz/assets/Treaty-Settlements/FIND\\_Treaty\\_Settlements/Ngati-Ranginui/DOS\\_documents/Ngati-Ranginui-Deed-of-Settlement-21-June-2012.pdf](https://whakatau.govt.nz/assets/Treaty-Settlements/FIND_Treaty_Settlements/Ngati-Ranginui/DOS_documents/Ngati-Ranginui-Deed-of-Settlement-21-June-2012.pdf)
  - Legislation:  
<https://www.legislation.govt.nz/act/public/2025/0024/latest/LMS949924.html><sup>7</sup>
- Waitaha
  - <https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/find-a-treaty-settlement/waitaha>

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<sup>4</sup> Note there are also three deeds to amend and several separate schedules

<sup>5</sup> Note there are also five deeds to amend and several separate schedules

<sup>6</sup> Note there are also three deeds to amend and several separate schedules

<sup>7</sup> Note that this legislation passed its third reading on 15 May 2025, which was part way through the engagement process

- Deed<sup>8</sup>: [https://whakatau.govt.nz/assets/Treaty-Settlements/FIND\\_Treaty\\_Settlements/Waitaha/DOS\\_documents/Waitaha-Deed-of-Settlement-20-Sep-2011.pdf](https://whakatau.govt.nz/assets/Treaty-Settlements/FIND_Treaty_Settlements/Waitaha/DOS_documents/Waitaha-Deed-of-Settlement-20-Sep-2011.pdf)
- Legislation:  
<https://www.legislation.govt.nz/act/public/2013/0038/latest/DLM4732308.html#DLM4732475>
- Tauranga Moana Iwi Collective
  - <https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/find-a-treaty-settlement/tauranga-moana>
  - Deed<sup>9</sup>: [https://whakatau.govt.nz/assets/Treaty-Settlements/FIND\\_Treaty\\_Settlements/Tauranga-Moana/Tauranga-Moana-Iwi-Collective-Deed-21-Jan-2015.pdf](https://whakatau.govt.nz/assets/Treaty-Settlements/FIND_Treaty_Settlements/Tauranga-Moana/Tauranga-Moana-Iwi-Collective-Deed-21-Jan-2015.pdf)
  - Legislation: The Tauranga Moana Iwi Collective Redress Bill awaiting second reading.

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<sup>8</sup> Note there are no deeds to amend but there are several separate schedules

<sup>9</sup> Note there is also one deed to amend and several separate schedules

e) Key issues across groups found in evidence presented in Environment Court proceedings:

**Desecration of Wāhi Tapu**

- Development activities, such as construction, dredging, or land reclamation, could lead further to the physical disturbance or destruction of wāhi tapu locations.
- The analysis underscores the importance of protecting sacred sites and taonga (treasured items) within the area. Any development or expansion by the Port must respect and preserve these culturally significant locations. There is a strong emphasis on maintaining the integrity of the cultural landscape, which is intertwined with the identity and heritage of iwi and hapū.

**Treaty of Waitangi Obligations**

- The development must align with the Treaty of Waitangi settlement obligations, which recognise and protect the rights of mana whenua. Failure to adequately consult and involve Māori in decisions affecting wāhi tapu and settlement interests could lead to legal challenges and strained relationships.

**Environmental Impacts**

- Iwi and hapū have expressed concerns about the potential degradation of local ecosystems resulting from port activities. This includes the impact on marine life, water quality, and the overall health of the Tauranga Harbour.
- The need for strategies to protect and preserve biodiversity is a significant concern, as many species hold cultural significance and are integral to the traditional practices of mana whenua.

**Commercial Development Prioritisation**

- While development may bring economic opportunities, it can also impose pressures that prioritise commercial interests over cultural preservation. This economic focus can result in decisions that undermine the protection and respect of wāhi tapu and Mātaitai located in the Tauranga Harbour.

### f) Level of Active Involvement/Interest in RMA activities:

Analysis of Iwi and Hapū Management Plans (IHMP). The following table highlights various groups actively engaged in Resource Management Act (RMA) activities, along with their respective levels of interest in the processes:

Group	Level of Interest	Description
Ngāti Ranginui Iwi	High	Party to Tauranga Moana IHMP
Ngāti Kahu	High	Designed and implemented Ngāti Kahu IHMP
Ngā Hapū o Moutere Trust	High	Focused on ensuring the health and wellbeing of Tauranga Moana
Ngā Tai ki Mauao	High	Focused on promoting sustainable practices and environmental protection.
Ngāti Ranginui Fisheries Trust	High	Focused on commercial fishing and its sustainability and the impacts on their operations.
Ngāti Hangarau	High	Designed and implemented Ngāti Hangarau IHMP
Ngāi Tamarāwaho	High	Designed and implemented Te Mana Taiao o Ngāi Tamarāwaho IHMP
Ngāi Te Ahi	High	Designed and implemented Ngāi Te Ahi IHMP
Ngāi Te Rangi Iwi	High	Party to Tauranga Moana IHMP
Ngāti Hē	High - Medium	Made recent submission over extension application
Ngāi Tūkairangi	High	<ul style="list-style-type: none"> <li>Engaged in research and providing expertise on environmental and planning issues.</li> <li>Designed and implement the Ngāi Tūkairangi – Ngāti Hapū IHMP</li> </ul>
*Whareroa/Matapihi	High	Directly affected by land use decisions
*Ngāti Kuku	High	Directly affected by land use decisions
Ngāti Tapu	High	Designed and implement the Ngāi Tūkairangi – Ngāti Hapū IHMP
Ngā Pōtiki	High	Designed and implement Tūhoromatanui Ngā Pōtiki Environmental Plan
Ngāti Pūkenga Iwi	High	Designed and implement Ngāti Pūkenga Iwi ki Tauranga Trust IHMP
Ngāti Kaahu Ki Mangatawa	High	Provided recent recommendations for Tauranga port extension

## Appendix B: Analysis of Preliminary Feedback

Discussion topic	Key Themes
Preferred Communication Channels	<ul style="list-style-type: none"> <li>Seeking further opportunities, specifically for groups with rights and interests in close proximity to the Port.</li> <li>The extent of engagement is dependent on the scope of the application scope and preliminary content.</li> </ul>
Frequency of Engagement	<ul style="list-style-type: none"> <li>Resourcing would be required for engagement.</li> <li>Where forums exist and are operating, this would be the preferred mechanism.</li> </ul>
Decision-Making Process	<ul style="list-style-type: none"> <li>There is perhaps a need to provide strategic support to coordinate inter hapū and iwi relationships regarding matters relating to these applications and matters that may arise as a result.</li> </ul>
Long-Term Relationship Building	<ul style="list-style-type: none"> <li>Previous employment and partnership opportunities were referenced as a starting point.</li> <li>Capability building required to understand and participate effectively.</li> </ul>
Treaty settlements	Groups indicated a need to provide their own view and interpretation of their settlement and would like to receive any draft analysis completed in relation to the Ports consent application
Areas of Concern	<ul style="list-style-type: none"> <li>What is the role of Kaitiakitanga in the Port's application process?</li> <li>Lack of capability and capacity, and resourcing to participate.</li> <li>Consent application being re-submitted and approved under the FTA Bill, despite an interim Environment Court decision highlighting unacceptable adverse effects on tāngata whenua without additional mitigation.</li> </ul>

## Appendix C: Consultation Record

### a) Schedule of Technical Information Forums and Direct Engagement Meetings

Group	Attendees	Location (Tauranga)
Ngāi Tamarāwaho	Sylvia Willison, Ngāi Tamarāwaho Tribal Authority and GM Huria Trust	26th November 8am @ The Chapel Café
Ngā Pōtiki	Spencer Webster, CE	26th November 2pm at Goodhome Cafe
Tauranga Moana Advisory Group	Matemoana McDonald, Chairperson	28th November 9am @ Zone Cafe
Tauranga Moana Customary Fisheries Committee	Kia Māia Ellis, Chairperson	28th November 10:30am @ Waikato University Marine Field Station Sulphur Point
Ngāti Kuku	Awhina & Joel Ngatuere, Chairperson	28th November 2pm @ Oscar & Ottos
Ngāti Kaahu	Whiti Mcleod	29th November 10:30am @ Zone Cafe
Ngāti Pukenga	Kylie Smallman, Co-Chair	2nd December, 1:30pm @ Elizabeth St Cafe
Ngāti Ranginui Fisheries Trust	Lara Burkhardt	13th January, 10am PoTL Board Room
Ngāti He	Anthony Ririnui	31st January 2025 – 12:00pm – 1:00pm, Broom Tree Café & Kitchen
Ngā Hapū o Ngāti Ranginui Settlement Trust sub-committee	Te Pio Kawe, Kimi Rawiri, Rob Urwin	31st January 2025 – 6:00pm – 7:00pm, Teams meeting
Ngāti Kuku	Joel Ngatuere, Awhina Ngatuere, Greg Carlyon	4th February 2025 – 9am – 10am, Oscar & Ottos
Ngāti Pukenga	Kylie Smallman (CE), Rahera Ohia (Tawharau member)	4th February 2025 – 10:30am – 11:30am, Teams meeting
IWI INFORMATION FORUM 1	Riri Ellis (Ngāi Tukairangi), Tamai Henry (Ngāi Tukairangi), Koro Nicholas (Ngāti Hangarau)	4th February 2025 - 12-2pm, Teams Webinar

Group	Attendees	Location (Tauranga)
Ngā Tai ki Mauao	Te Uta Rolleston, Joel Ngatuere, Awhina Ngatuere, Pia Bennett, Rob Enright, James Gardner Hopkins, Fleur Maseyk, Jason Murray, Jason Pou, Bobby Rolleston, Nessie Kuka	4th February 2025 – 3pm – 4pm, Tauranga Moana Māori Trust Board
IWI INFORMATION FORUM 2	Mel Tata (Ngāti Ranginui Iwi incorporated society), Kia Māia Ellis (Tauranga Moana Iwi Customary Fisheries), John Heaphy (Nga Tai ki Mauao), Riri Ellis (Ngāi Tūkairangi)	11th February 2025 - 10am - 2pm, Tauranga Moana Māori Trust Board
IWI INFORMATION FORUM 3	Koro Nicholas (Ngāti Hangarau), Kia Māia Ellis (Tauranga Moana Iwi Customary Fisheries)	18th February 2025 - 10am - 12pm, Teams Webinar
IWI INFORMATION FORUM 4	Spencer Webster (Ngā Pōtiki ā Tamapahore Trust), Keni Piahana, Sari Eru (Ngāti Ranginui), Rangimarie Williams, Rohario Murray, Kia Māia Ellis (Tauranga Moana Iwi Customary Fisheries)	25th February 2025 - 10am - 1pm, Tauranga Moana Māori Trust Board
IWI INFORMATION FORUM 5	Ngāi Tūkairangi, Ngāti Ranginui Fisheries, Ngāti Hangarau, Te Rūnanga o Ngāti Ranginui Iwi Society Incorporated, Ngāti Kuku/Whareroa	4th March 2025 - 10am - 1pm, Teams Webinar
IWI INFORMATION FORUM 6	<i>No record available</i>	11th March 2025 - 10:00am - 1:00pm, Tauranga Moana Māori Trust Board
Ngāi Tukairangi	<i>Closed meeting, no record available</i>	Hungahungatoroa Marae, Matapihi, Tauranga
IWI INFORMATION FORUM 7 (Iwi/hapū caucus)	<i>Closed consultation meeting between iwi and hapū groups, no record available.</i>	18th March 2025 - 10:00am - 1:00pm, Tauranga Moana Māori Trust Board
IWI INFORMATION FORUM 8	Josh Gear (Legal assistance for Ngāti Tapu), Koro Nicholas (Ngāti Hangarau), Nadine Anne Hura (Tauranga Moana Iwi Customary Fisheries Trust), Carlton Bidois (Ngā Hapū ō Ngāti Ranginui Settlement Trust)	20th March 2025 - 10:00am - 1:00pm, Teams Webinar
Open Day 1	Ngāi Tūkairangi, Ngāti Pukenga	22nd March 2025 - Tauranga Yacht Club

Group	Attendees	Location (Tauranga)
Open Day 2	Ngāi Tūkairangi	23rd March 2025 - Tauranga Yacht Club
IWI INFORMATION FORUM 9 (Iwi/hapū caucus)	<i>Closed consultation meeting between iwi and hapū groups, no record available.</i>	25th March 2025 - Tauranga Moana Māori Trust Board
IWI INFORMATION FORUM 10 (consent conditions/CVRS)	Ngāi Te Rangi	1st April 2025 - Tauranga Moana Māori Trust Board
IWI INFORMATION FORUM 11 (consent conditions/CVRS)	<i>No attendance – apologies from Ngāi Tukairangi</i>	1st April 2025 - Teams Meeting
IWI INFORMATION FORUM 12 (consent conditions/CVRS)	Ngāi Tamarāwaho	2nd April 2025 - Tauranga Moana Māori Trust Board
IWI INFORMATION FORUM 13 (consent conditions/CVRS)	Ngāi Te Rangi	2nd April 2025 - Teams Meeting
IWI INFORMATION FORUM 14 (consent conditions/CVRS)	<i>No attendance – apologies from Ngāti Ranginui Iwi Incorporated Society sent apologies due to Poukai preparations</i>	3rd April 2025 - Tauranga Moana Māori Trust Board
IWI INFORMATION FORUM 15 consent conditions/CVRS)	<i>No attendance</i>	3rd April 2025 - Teams Meeting
Ngāti Ranginui PSGE	<i>Closed meeting, no record available</i>	19 <sup>th</sup> April 2025
Post-lodgment Engagement Week 1 – Iwi & Hapū Caucus	Lara Burkhardt (Ngāti Ranginui Fisheries Trust), Ra Winiata (Ngāi Tamarāwaho Tribal Authority Trust), Ray Wihapi (Te Kapu o Waitaha PSGE), Riri Ellis (Ngāi Tukairangi), Kiamaiia Ellis (Tauranga Moana Iwi Customary Fisheries Trust), Rebecca Boyce (Te Tāwharau ō Ngāti Pūkenga), Charlie	29 <sup>th</sup> April 2025 – Tauranga Moana Māori Trust Board

Group	Attendees	Location (Tauranga)
	<p>Rahiri (Ngāti Ranginui Fisheries Trust), Spencer Webster (Ngā Pōtiki ā Tamapahore Trust), Nessie Kuka (Ngāi Tai ki Mauao), Greg Carlyon (Ngāti Kuku), Rahera Ohia (Te Tāwharau ō Ngāti Pūkenga), Joel Ngātuere (Ngāti Kuku), Jason Murray (Ngāi Tai ki Mauao), Tamai Henry (Ngāi Tūkairangi), Fleur Maseyk (Ngāi Tai ki Mauao).</p>	

## b) Consultation Timeline

Fast Track Process	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar onwards
<b>Stella Passage Application Lodgement Timeframe</b>																
Board announcement																
Application Lodgement																
Acceptance of Application																
Judicial review process																
Referral application lodgement																
Referral application process <sup>10</sup>																
Consultation Process	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar onwards
<b>Tauranga Moana, Tauranga Tāngata Tier 1</b>																
Preliminary discussions																
Consultation																
Consultation report																
Feedback to Mana Whenua																
Ongoing engagement																
Communications to keep updated																
<b>Tier 2</b>																
Communications to keep updated																
Consultation																

<sup>10</sup> Including: Invitation of comments; Acceptance of application by Minister; Substantive application lodgement; Invitation of comments on substantive application; Response to comments on application; Commentary on Conditions; Decision.

### c) Iwi & Hapū Information Portal – Documentation Dissemination

A large volume of documentation was provided to groups during the listed project consultation via flash drive, hard copies and a Dropbox Shared Folder. These documents include:

- Draft Technical Environmental Assessments
- Draft application
- Draft Consent Conditions
- Iwi and Hapū Forum minutes, recordings, presentation slides

File/Document	Date of upload
NZIER Economic effects of two stage Stella Passage Project_Final Draft 18Feb2025.pdf	27.02.25
POTL - Hydrodynamics and Sedimentation Assessment, de Lange 2024 - Final Draft.pdf	
POTL - Stella Dev - Avifauna Assessment - FINAL DRAFT.pdf	
POTL - Stella Dev - Avifauna Mgmt Plan - Final Draft.pdf	
POTL - Stella Passage Construction Noise Assessment - FINAL DRAFT.pdf	
POTL- Stella Passage Navigation Safety - Phillip Julian -FINAL DRAFT.pdf	
Sharon De Luca - Marine Ecology Assessment v4 FINAL DRAFT 13022025_compiled.pdf	
Stella Passage - Air quality assessment 2024 Final Draft.pdf	
Stella Passage FTA. Marine Mammal Assessment. Final Draft including Appendices. 20250217.pdf	
Stella Passage FTA. Marine Mammal Assessment. Final Draft. 20250224. including appendices.pdf	
POTL Consent Applications Since 1991.pdf	
POTL - Stella Dev - Avifauna Assessment Peer Review - Final Draft.pdf	5.03.25
POTL - Stella Development- Fast-Track Application AEE - Draft for Consultation .pdf	
Draft conditions for the dredging and structure / reclamation aspects of the Stella proposal	12.03.25
Photo attachments to Stephen Browns Landscape Assessment (titled 'PoT Expansion Project Attachments 1-41 (S Brown) Draft 1.pdf	18.03.25

These documents are available via this link:

<https://www.dropbox.com/scl/fo/7sk8cvm1ipxglljhvqu6b/AP9Dw-ye69MkMYVUPHKaWyw?rlkey=oo9m8xhmp9kytrfdmz07bnc9q&st=sjnyoup&dl=0>

#### d) Meeting Minutes

Meeting	Meeting Date	Hyperlink to Minutes
Preliminary Feedback	Nov 2024 – Jan 2025	<a href="https://www.dropbox.com/scl/fi/49veqxbbo4schuwh09pfl/Summary-of-Preliminary-Feedback_Nov-2024-Jan-2025.docx?rlkey=b92dv0ppbkf5ac7x4bquqjsve&amp;st=brmy405b&amp;dl=0">https://www.dropbox.com/scl/fi/49veqxbbo4schuwh09pfl/Summary-of-Preliminary-Feedback_Nov-2024-Jan-2025.docx?rlkey=b92dv0ppbkf5ac7x4bquqjsve&amp;st=brmy405b&amp;dl=0</a>
Meeting with Ngāti Pukenga ki Tauranga Trust	04/02/2025	<a href="https://www.dropbox.com/scl/fi/cbf6314t79magw3ji3piy/2025-2-4_Ng-ti-P-kenga-Iwi-ki-Tauranga-Trust-Meeting-Minutes.docx?rlkey=5w18naka7pohfdace4api5uvn&amp;st=cokbu5bi&amp;dl=0">https://www.dropbox.com/scl/fi/cbf6314t79magw3ji3piy/2025-2-4_Ng-ti-P-kenga-Iwi-ki-Tauranga-Trust-Meeting-Minutes.docx?rlkey=5w18naka7pohfdace4api5uvn&amp;st=cokbu5bi&amp;dl=0</a>
Meeting with Ngā Tai ki Mauao	04/02/2025	<a href="https://www.dropbox.com/scl/fi/8e5mj465a2c6yyj3ybcnm/2025-2-4_Ng-Tai-ki-Mauao-Meeting-Minutes.docx?rlkey=w8e210novgwui1le9aonles4i&amp;st=j85qekyq&amp;dl=0">https://www.dropbox.com/scl/fi/8e5mj465a2c6yyj3ybcnm/2025-2-4_Ng-Tai-ki-Mauao-Meeting-Minutes.docx?rlkey=w8e210novgwui1le9aonles4i&amp;st=j85qekyq&amp;dl=0</a>
Meeting with Ngāti Kuku Hapu Trust	04/02/2025	<a href="https://www.dropbox.com/scl/fi/214j3z16rw3h22tqhy0ta/2025-2-4_Ng-ti-Kuku-Hap-Trust-Meeting-Minutes.docx?rlkey=dho2e0lvllzabnprfyng4fumb&amp;st=2nl5n6y9&amp;dl=0">https://www.dropbox.com/scl/fi/214j3z16rw3h22tqhy0ta/2025-2-4_Ng-ti-Kuku-Hap-Trust-Meeting-Minutes.docx?rlkey=dho2e0lvllzabnprfyng4fumb&amp;st=2nl5n6y9&amp;dl=0</a>
Iwi & Hapu Forum 1	04/02/2025	<a href="https://www.dropbox.com/scl/fi/8s8vijn0z3nlolbrm4h5if/2025-2-4_Iwi-Hap-Forum-1.docx?rlkey=5x1zf5qzqi3h1k4erwzmyuku1&amp;st=ctdbudsv&amp;dl=0">https://www.dropbox.com/scl/fi/8s8vijn0z3nlolbrm4h5if/2025-2-4_Iwi-Hap-Forum-1.docx?rlkey=5x1zf5qzqi3h1k4erwzmyuku1&amp;st=ctdbudsv&amp;dl=0</a>
Iwi & Hapu Forum 2	11/02/2025	<a href="https://www.dropbox.com/scl/fi/f23isoizatfmcutiyr101/2025-2-11_Iwi-Hap-Forum-2.docx?rlkey=4z32l0yi2iteuil1vhdc227hli&amp;st=7tp59spk&amp;dl=0">https://www.dropbox.com/scl/fi/f23isoizatfmcutiyr101/2025-2-11_Iwi-Hap-Forum-2.docx?rlkey=4z32l0yi2iteuil1vhdc227hli&amp;st=7tp59spk&amp;dl=0</a>
Iwi & Hapu Forum 3	18/02/2025	<a href="https://www.dropbox.com/scl/fi/4dptfgttu0uk2wc6scdxt/2025-2-18_Iwi-Hap-Forum-3.docx?rlkey=vnx1ak2r632zsf8ezqth4dur3&amp;st=ohl3ghvj&amp;dl=0">https://www.dropbox.com/scl/fi/4dptfgttu0uk2wc6scdxt/2025-2-18_Iwi-Hap-Forum-3.docx?rlkey=vnx1ak2r632zsf8ezqth4dur3&amp;st=ohl3ghvj&amp;dl=0</a>
Iwi & Hapu Forum 4	25/02/2025	<a href="https://www.dropbox.com/scl/fi/3yz1sijhn896vynzyvoyv/Draft-Minutes-for-POTL-Iwi-Info-4.docx?rlkey=0x8be6rutxhsgk2x6qyqnfu8s&amp;st=ums99tlm&amp;dl=0">https://www.dropbox.com/scl/fi/3yz1sijhn896vynzyvoyv/Draft-Minutes-for-POTL-Iwi-Info-4.docx?rlkey=0x8be6rutxhsgk2x6qyqnfu8s&amp;st=ums99tlm&amp;dl=0</a>
Iwi & Hapu Forum 5	04/03/2025	<a href="https://www.dropbox.com/scl/fi/035kg5uz2cj94g1q1tb3o/2025-3-4_Iwi-Hap-Forum-5.docx?rlkey=y55jxaebgckc7dpf3cdmx0mi2&amp;st=pql434ft&amp;dl=0">https://www.dropbox.com/scl/fi/035kg5uz2cj94g1q1tb3o/2025-3-4_Iwi-Hap-Forum-5.docx?rlkey=y55jxaebgckc7dpf3cdmx0mi2&amp;st=pql434ft&amp;dl=0</a>
Iwi & Hapu Forum 8	20/03/2025	<a href="https://www.dropbox.com/scl/fi/21zobjxwqdxehttgrk2ng/2025-3-20_Iwi-Hap-Forum-8.docx?rlkey=9jxi2c33eu4r1licqm9nsh7bn&amp;st=6leky4l9&amp;dl=0">https://www.dropbox.com/scl/fi/21zobjxwqdxehttgrk2ng/2025-3-20_Iwi-Hap-Forum-8.docx?rlkey=9jxi2c33eu4r1licqm9nsh7bn&amp;st=6leky4l9&amp;dl=0</a>
Open Day 1 & 2	22/03/2025 & 23/03/2025	<a href="https://www.dropbox.com/scl/fi/bzbdxvvs1mis6dcuh0okc/2025-3-22_Iwi-Hap-Open-Days-1-and-2.docx?rlkey=mb0suxlcne23tdqvxjqvya4m9&amp;st=c0r0fwel&amp;dl=0">https://www.dropbox.com/scl/fi/bzbdxvvs1mis6dcuh0okc/2025-3-22_Iwi-Hap-Open-Days-1-and-2.docx?rlkey=mb0suxlcne23tdqvxjqvya4m9&amp;st=c0r0fwel&amp;dl=0</a>

## Appendix D: Communications Record

### a) Disseminated

Ngāi Te Rangi	Comms Type	Sent	Response
Ngā Hapū o Ngāi Te Rangi	Fast-Track Letter A	23/12/2024	
	MACA Consultation Letter	17/02/2025	
	Fast-Track consent application	24/01/2025	
	Update Stella Passage FTA Process Group email from Dan	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāi Te Rangi Settlement Trust	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	

Te Rūnanga o Ngāi Te Rangi Iwi Trust	Email to CVR groups post-lodgement	24/04/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
Te Whānau ā Tauwhao	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
Te Ngare	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	

	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāti Tauaiti	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	24/01 - Email from Nessie Kuka to DK
Ngāi Tūwhiwhia	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
Ngāi Tamawhariua ki Katikati	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
Ngāi Tamawhariua ki Matakana	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	

Ngāti Tapu Hapū Trust	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi and Hapū Engagement Update	28/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
Ngāi Tukairangi Hapū Trust	Email to CVR groups post-lodgement	24/04/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/02/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	

Ngāti Kuku Hapū Trust	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>Personal</b> letter From Leonard	14/03/2025	
	Email to CVR groups post-lodgement	24/04/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	<ul style="list-style-type: none"> <li>28/03/2025: Email received from Greg Carlyon to Keita requested consent conditions and any amendments made to the application as a result of their feedback (response sent 10/04/2025).</li> <li>11/04/2025: Ngāti Kuku/Whareroa and NTkM disappointed by the Port's disregard for the specific challenges they face with a lack of transparency in mitigating impacts. They perceive the Port's actions to be in contrast with Environment Court learnings regarding genuine engagement.</li> </ul>

Iwi & Hapū Information Forum 1 - Online	03/02/2025	
Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
Iwi & Hapū Information Forum 3 - Online	17/02/2025	
Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
Iwi & Hapū Information Forum 5 - Online	21/02/2025	
Iwi & Hapū Information Forum 6 - In-person	10/03/2025	28/03/2025: Awhina Ngatuere to Julia Hoare (CC. Leonard Sampson). Informed Port the time proposed on 16/04 works. Suggested that it would be helpful to know what the outcomes of this meeting may be. Keen to meet with Port and resolve any longstanding issues. Requested confirmation that there will be an opportunity for this. Questioned whether Port intends to lodge prior to this meeting.
Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
Iwi & Hapū Information Forum 8 - Online	13/03/2025	
Iwi & Hapū Open Day 1 - In-person	13/03/2025	
Iwi & Hapū Open Day 2 - In-person	13/03/2025	
Update Stella Passage FTA Process <b>Personal</b> letter From Leonard	14/03/2025	
Email to CVR groups post-lodgement	24/04/2025	
Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāti Hē	Fast-Track Letter A	23/12/2024

Ngāti Hē Hapū Trust	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Fast-Track consent application	24/01/2025	25/1/25 – Email from Des Heke to DK & KK 9/2/25 - email from Anthony Tākiri Ririnui, chasing the CIA 2020
	MACA Consultation Letter	17/02/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
Whareroa Marae Committee	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Whareroa Marae Committee	Fast-Track Letter A	23/12/2024	24/1/2025 – Email from Rewakura Rachael Ngatai to DK& KK
	Fast-Track consent application	24/01/2025	2/4/2025: Email from Rewakura to Keita stating that the Whareroa Marae Reserve Trustees, supported by the

			Whareroa Marae Committee, do not permit the landscape architect to enter the Marae grounds for a landscape/visual assessment for the Port of Tauranga or any other purpose.
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Whareroa Marae Reservation Trust	Fast-Track Letter A	23/12/2024	24/1/2025 – Email from Rewakura Rachael Ngatai to DK& KK
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Nga Hapū o Nga Moutere Trust	Fast-Track Letter A	23/12/2024	24/01/2025 – Email from Nessie Kuka to DK
	Fast-track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	3/02/2025	
	Iwi & Hapū Information Forum 2 - In-person		
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person		
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	

	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Nga Hapū o Matakana	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
Matakana Island Marine Club	Fast-Track Letter A	23/12/2024	
	Fast-Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
<b>Ngāti Ranginui</b>	<b>Comms Type</b>	<b>Sent</b>	<b>Response</b>
Ngā Hapū o Ngāti Ranginui Settlement Trust	Fast-Track Letter A	23/12/2024	
	MACA Consultation Letter	17/02/2025	
	Fast-track consent application	24/01/2025	13/03/2025 – Te Pio Kawe to Julia Hoare. Requested additional time to respond to the proposed Stella Passage development, expressed strong interest.
	Iwi & Hapū Information Forum 1 - Online	3/02/2025	
	Iwi & Hapū Information Forum 2 - In-person		
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person		

Ngāti Ranginui Iwi Society Incorporated	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>Personal</b> letter From Leonard	14/03/2025	
	Email to CVR groups post-lodgement	24/04/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter B	23/12/2024	
	Fast-track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	

Ngāti Ranginui Fisheries Trust	Fast-Track Letter B	23/12/2024	
	Fast-track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter From Leonard	14/03/2025	
	Email to CVR groups post-lodgement	24/04/2025	
Ngāi Te Ahi Settlement Trust	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	

	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāti Ruahine	Fast-track consent application	24/01/2025	30/1 – email to Dk & KK
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāi Tamarawaho	Fast-track consent application	24/01/2025	
	Update Stella Passage FTA Process <b>Personal</b> letter from Dan Kneebone	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
Ngāi Tamarawaho Tribal Authority Trust	Fast-Track Letter A	23/12/2024	24/01/2025 – email from Buddy to DK & KK
	MACA Consultation Letter	17/02/2025	

Ngāti Hangarau Hapū Trust	Fast-track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Email to CVR groups post-lodgement	24/04/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Tauranga Moana Iwi and Hapū Consultation Report	Fast-track consent application	24/01/2025	24/01/2025 – Email from Koro Nicholas to DK & KK
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	

	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Te Rūnanga ō Ngāti Kahu Trust	Fast-Track Letter A	23/12/2024	
	Fast-track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāti Pango	Fast-track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-track consent application	24/01/2025	
Ngāti Rangi	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
Pirirakau Tribal Authority Incorporated	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
Ngāti Taka	Fast-track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	

	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāti Te Wai	Fast-track consent application	24/01/2025	24/01/2025 – Email from Marion Brown to DK
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
Huria Marae Committee	Fast-track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
Ngāti Pūkenga	Comms Type	Sent	Response
Ngāti Pūkenga	Fast-Track Letter A	23/12/2024	
	MACA Consultation Letter	17/02/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Fast-Track Letter A	23/12/2024	

Te Tāwharau ō Ngāti Pūkenga	Fast Track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Email to CVR groups post-lodgement	24/04/2025	
Ngāti Pūkenga Iwi ki Tauranga Trust	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	

	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Email to CVR groups post-lodgement	24/04/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
<b>Ngā Pōtiki</b>	<b>Comms Type</b>	<b>Sent</b>	<b>Response</b>
Ngā Pōtiki ā Tamapahore Trust	Fast-Track Letter A	23/12/2024	
	MACA Consultation Letter	17/02/2025	
	Fast - Track Consent Applications	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
Ngāti Kaahu ā Tamapahore Trust	Email to CVR groups post-lodgement	24/04/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	
	Fast - Track Consent Applications	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	

	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāti Kaahu ki Mangatawa	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
<b>Waitaha</b>	<b>Comms Type</b>	<b>Sent</b>	<b>Response</b>
Waitaha Iwi	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
Te Kapu ō Waitaha Trust	Fast-Track Letter A	23/12/2024	
	MACA Consultation Letter	17/02/2025	
	Fast track consent application	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	

	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>General</b> letter from Dan Kneebone	13/03/2025	
	Email to CVR groups post-lodgement	24/04/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Hauraki	Comms Type	Sent	Response
Ngāti Maru	Fast-track consent applications	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāti Maru Rūnanga Trust	MACA Consultation Letter	17/02/2025	
	Fast-track consent applications	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāti Tamatera	Fast-track consent applications	17/02/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
Ngāti Tamatera Treaty Settlement Trust	MACA Consultation Letter	17/02/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Other	Comms Type	Sent	Response

Hauraki Māori Trust Board	MACA Consultation Letter	17/02/2025	
	Fast-track consent applications	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Te Whānau ā Mokomoko	MACA Consultation Letter	17/02/2025	
	Fast Track consent applications	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Tauranga Moana Iwi Customary Fisheries Trust	Fast-Track Letter A	23/12/2024	
	Fast Track consent applications	24/01/2025	
	Iwi & Hapū Information Forum 1 - Online	03/02/2025	
	Iwi & Hapū Information Forum 2 - In-person	07/02/2025	
	Iwi & Hapū Information Forum 3 - Online	17/02/2025	
	Iwi & Hapū Information Forum 4 - In-person	24/02/2025	
	Iwi & Hapū Information Forum 5 - Online	21/02/2025	
	Iwi & Hapū Information Forum 6 - In-person	10/03/2025	
	Iwi & Hapū Information Forum 7/Iwi & hapū caucus - In-person	13/03/2025	
	Iwi & Hapū Information Forum 8 - Online	13/03/2025	
	Update Stella Passage FTA Process <b>Personal</b> letter From Leonard	14/03/2025	
	Email to CVR groups post-lodgement	24/04/2025	
Ngā Matarae Trust	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast Track consent applications	24/01/2025	

	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Tauranga Moana Advisory Group	Fast Track consent applications	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	MACA Consultation Letter	17/02/2025	
Ngā Pāpaka ō Rangataua	Fast Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
	Fast-Track Letter A	23/12/2024	24/01/2025 – Email from Nessie Kuka to DK
Ngā Tai ki Mauao	Fast Track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Update Stella Passage FTA Process <b>Personal</b> letter From Leonard	14/03/2025	
	Meeting proposal from POTL to Ngā Tai ki Mauao	20/03/2025	28/03/2025 – Ngā Tai ki Mauao to POTL: Hapu representatives unable to attend. NTkM working on concluding CIA's to incorporate POTL requests.
	Email to CVR groups post-lodgement	24/04/2025	

	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Waaka & Holloway Whānau	MACA Consultation Letter	17/02/2025	
	Fast-track consent application	24/01/2025	
	Iwi & Hapū Open Day 1 - In-person	13/03/2025	
	Iwi & Hapū Open Day 2 - In-person	13/03/2025	
	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Te Kōtahitanga ō Te Arawa Waka Fisheries Trust	Stella Passage Update September – FTA Referral Application letter	17/09/2025	
Ngāti Makino Heritage Trust and Ngāti Pikiao Iwi Trust	Stella Passage Update September – FTA Referral Application letter	17/09/2025	

b) Received

From	Comms Type	Sent	Received
Greg Carlyon	RE: Port of Tauranga – Fast-Track Application	11/04/2025	
Riri Ellis	Re: Fw: Ngai Tukairangi Hapū Trust Service Agreement	03/04/2025	
Riri Ellis	RE: Adjust contract	02/04/2025	
Greg Carlyon	Port of Tauranga – Fast-Track Application	28/03/2025	10/04/2025 – Response sent by Keita Kohere.
Roimata Ah Sam	Automatic reply: Port of Tauranga - Iwi and Hapū...	28/03/2025	
Kia Māia Ellis	Signed contract for services	28/03/2025	
Mel Tata	RE: Service Level Agreement - Ngati Ranginui Iwi...	28/03/2025	
Awhina Ngatuhere	RE: Stella Passage Fast-track Application	28/03/2025	
Josh Gear	RE: Port of Tauranga: Iwi & Hapū...	26/03/2025	
Josh Gear	RE: Port of Tauranga: Iwi & Hapū...	25/03/2025	
Melanie McCormick	Apologies - Nga Potiki	25/03/2025	
Lara Burkhardt	RE: Follow up of our korero	25/03/2025	
Kia Māia Ellis	Re: Fw: Service Level Agreement - Tauranga Moana Iwi...	24/03/2025	
Lara Burkhardt	RE: Follow up of our korero	24/03/2025	
Riri Ellis	Venue for sunday	22/03/2025	
Rob Urwin	RE: Service Level Agreement - Nga Hapu 6...	21/03/2025	
Lara Burkhardt	Re: Follow up of our korero	21/03/2025	
Lara Burkhardt	Re: Follow up of our korero	21/03/2025	
Te Rangimarie Williams	Re: Further Information POTL	21/03/2025	
Melanie McCormick	Re: Port of Tauranga: Iwi & Hapū Engagement Update	21/03/2025	
Melanie McCormick	Re: Port of Tauranga: Iwi & Hapū Engagement Update	21/03/2025	
Riri Ellis	RE: Adjust contract	20/03/2025	
Riri Ellis	RE: Adjust contract	20/03/2025	
Josh Gear	Service agreement	20/03/2025	
Koro Nicholas	Re: Printed copies of Application Ngati Hangarau	19/03/2025	
Sari Eru - EIANZ	RE: Port of Tauranga - Iwi & Hapū...	17/03/2025	

Ngā Tai Ki Mauao Hapu Collective	STELLA PASSAGE FAST-TRACK APPLICATION	17/03/2025	
Riri Ellis	Re: Iwi information forums recordings	14/03/2025	
ra@indigenous.co.nz	Sharepoint Link	14/03/2025	
Dr. Riri Ellis	Formal request for Extension of Lodgement...	13/03/2025	
Kylie Willison	Re: Port of Tauranga Iwi Information Forum...	13/03/2025	
Te Pio Kawe	Re: PORT OF TAURANGA FAST TRACK...	13/03/2025	
Melanie McCormick	Draft consent conditions - POTL Applicaiton		
Mel Tata	Re: Service Level Agreement	12/03/2025	
Lara Burkhardt	RE: Marire Kuka shared the folder "POTL..."	12/03/2025	
Ngā Tai Ki Mauao Hapu Collective	STELLA PASSAGE FAST-TRACK APPLICATION	12/03/2025	
Melanie McCormick	Request for information - Port's analysis on...	11/03/2025	
Te Rangimarie Williams	Re: Iwi & Hapū Information Forum 6...	11/03/2025	
Mark Ngahoia Scott	Re: Port of Tauranga - Iwi & Hapū...	10/03/2025	
Melanie McCormick	Re: Port of Tauranga - Iwi Information Forum...	10/03/2025	
Lara Burkhardt	Automatic reply: Iwi & Hapū Information Forum 6...	10/03/2025	
Lara Burkhardt	RE: Revised Service Agreement Nga Potiki	10/03/2025	
Awhina Ngatuerere	Stella Passage Fast-Track Application	10/03/2025	
Melanie McCormick	Re: Port of Tauranga - Iwi Information Forum 6	10/03/2025	
Rob Urwin	Re: Port of Tauranga - Iwi Information Forum 6	10/03/2025	
Rob Urwin	Re: Port of Tauranga - Iwi Information Forum 6	10/03/2025	
Melanie McCormick	Re: Draft reports email 1	10/03/2025	
Melanie McCormick	Re: Draft reports email 1	8/03/2025	
Melanie McCormick	Re: Draft reports email 1	8/03/2025	
Melanie McCormick	Re: Draft reports email 1	8/03/2025	
Lara Burkhardt	Re: Access to POTL shared folder please	8/03/2025	
Lara Burkhardt	Re: Access to POTL shared folder please	8/03/2025	

Riri Ellis	RE: Meeting with Ngai Tukairangi Hapu Trust...	7/03/2025	
Riri Ellis	Meeting with Ngai Tukairangi Hapu Trust...	7/03/2025	
Melanie McCormick	Access to POTL shared folder please	7/03/2025	
Te Rangimarie Williams	Fwd: Port of Tauranga Ltd invited you...	7/03/2025	
Kia Māia Ellis	Contract Variation for Port Fast Track...	7/03/2025	
Melanie McCormick	Re: Issue accessing POTL shared folder	7/03/2025	
Kia Māia Ellis	Re: Port of Tauranga: Service Agreement and...	6/03/2025	
Mel Tata	Re: Port of Tauranga - Iwi & Hapū...	6/03/2025	
Melanie McCormick	Issue accessing POTL shared folder	6/03/2025	
Mel Tata	RE: Port of Tauranga - Iwi & Hapū...	5/03/2025	
Riri Ellis	Re: Marire Kuka shared the folder "POTL..."	5/03/2025	
Rohario Murray	Re: Draft Application Fast Track Stella Passage...	5/03/2025	
Koro Nicholas	Re: Port of Tauranga Iwi Information Forum...	4/03/2025	
Riri Ellis	Re: Marire Kuka shared the folder "POTL..."	4/03/2025	
Te Rangimarie Williams	Re: Draft Application Please	4/03/2025	
Charlie Tawhiao	Re: Port of Tauranga - Iwi & Hapū...	4/03/2025	
Lara Burkhardt	Automatic reply: Draft Application Please	4/03/2025	
Te Rangimarie Williams	Draft Application Please	4/03/2025	
Riri Ellis	RE: Marire Kuka shared the folder "POTL..."	4/03/2025	
Melanie McCormick	Re: FW: Port of Tauranga Iwi Information Forum...	4/03/2025	
Riri Ellis	RE: Marire Kuka shared the folder "POTL..."	4/03/2025	
Riri Ellis	RE: Marire Kuka shared the folder "POTL..."	4/03/2025	
Rohario Murray	Re: Port of Tauranga - Iwi & Hapū...	4/03/2025	
Koro Nicholas	Re: Port of Tauranga: Service Agreement and...	4/03/2025	
Koro Nicholas	Re: Draft Application Fast Track Stella Passage...	3/03/2025	
Roimata Ah Sam	Automatic reply: Port of Tauranga - Iwi & Hapū...	3/03/2025	
Lara Burkhardt	FW: Port of Tauranga Iwi Information Forum...	3/03/2025	
<a href="mailto:ra@indigenous.co.nz">ra@indigenous.co.nz</a>	RE: Port of Tauranga Iwi Information Forum...	3/03/2025	
Koro Nicholas	Re: Port of Tauranga: Service Agreement and...	2/03/2025	

Spencer Webster	RE: Port of Tauranga: Service Agreement and...	26/02/2025	
Koro Nicholas	Re: Iwi/Hapū Information Forum 4 [In-person]	25/02/2025	
Koro Nicholas	Accepted: Iwi/Hapū Information Forum 4 [In-person]...	25/02/2025	
James Gardner-Hopkins	RE: Port of Tauranga Limited (POTL) Stella...	25/03/2025	
Te Rangimarie Williams	Accepted: Iwi/Hapū Information Forum 4 [In-person]...	24/02/2025	
Mita Ririnui	Declined: Iwi/Hapū Information Forum 4 [In-person]	24/02/2025	
Kia Māia Ellis	Accepted: Iwi/Hapū Information Forum 4 [In-person]...	24/02/2025	
Mel Tata	Declined: Iwi/Hapū Information Forum 4 [In-person]	24/02/2025	
Mel Tata	Accepted: Iwi/Hapū Information Forum 4 [In-person]	24/02/2025	
Te Rangimarie Williams	Re: Iwi/Hapū Information Forum 4 [In-person]	24/02/2025	
Lara Burkhardt	RE: Iwi/Hapū Information Forum 4 [In-person]	24/02/2025	
Riri Ellis	Re: Marire Kuka shared the folder "POTL..."	21/02/2025	
<a href="mailto:piatarahi@icloud.com">piatarahi@icloud.com</a>	Re: Marire Kuka shared the folder "POTL..."	21/02/2025	
Lara Burkhardt	RE: Marire Kuka shared the folder "POTL..."	21/02/2025	
Koro Nicholas	Re: Port of Tauranga Stella Passage Draft...	19/02/2025	
Riri Ellis	RE: Adjust contract	18/02/2025	
Koro Nicholas	Re: Port of Tauranga Stella Passage Draft...	19/02/2025	
Riri Ellis	RE: Adjust contract	18/02/2025	
Kia Māia Ellis	Engagement Parties	18/02/2025	
Kia Māia Ellis	Re: Port of Tauranga: Service Agreement and...	18/02/2025	
Riri Ellis	Re: Adjust contract	18/02/2025	
Kia Māia Ellis	Re: Port of Tauranga: Service Agreement and...	18/02/2025	
Riri Ellis	Re: Adjust contract	18/02/2025	
Riri Ellis	Re: Adjust contract	18/02/2025	
Riri Ellis	Adjust contract	18/02/2025	
Riri Ellis	Re: POTL Iwi/Hapū Information Forum 2	18/02/2025	
Riri Ellis	Fwd: POTL Iwi/Hapū Information Forum 2	17/02/2025	
Kia Māia Ellis	Re: Port of Tauranga: Service Agreement and...	17/02/2025	
Koro Nicholas	Re: Port of Tauranga: Service Agreement...	17/02/2025	

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James Gardner-Hopkins	Port of Tauranga Limited (POTL) Stella Passage...	12/03/2025	14/02/2025 - Response sent.
Riri Ellis	Re: POTL Iwi/Hapū Information Forum 2	11/02/2025	
Piatarahi Bennett	Re: POTL Iwi/Hapū Information Forum 2	10/02/2025	
Riri Ellis	RE: LINK TO WEBINAR - POTL Iwi Information...	4/02/2025	
Riri Ellis	RE: POTL Iwi Information Forum Online – Today...	4/02/2025	
Kia Māia Ellis	Re: LINK TO WEBINAR - POTL Iwi Information...	4/02/2025	
Riri Ellis	RE: POTL Iwi Information Forum Online – Today...	4/02/2025	
Rewakura		24/01/2025	26/02/2025 – Response sent.

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### c) Formal Correspondence to Groups

#### I. Formal Request for Extension of Lodgement Date for Fast-track Approval Act 2024 Application - 13/03/2025

Ngāi Tukairangi Hapū Trust  
PO Box 10220  
Bayfair  
**MOUNT MAUNGANUI**

13 March 2025

Julia Hoare  
Chairperson  
Port of Tauranga  
Private Bag  
**MOUNT MAUNGANUI**

Kia ora Julia

**Subject: Formal Request for Extension of Lodgement Date for Fast-track Approval Act 2024 Application**

I am writing on behalf of Ngāi Tukairangi Hapū Trust regarding the Port of Tauranga application for berth extension of Sulphur Point and Mount Maunganui, along with the proposed dredging of the Stella Passage under the Port of Tauranga Fast-track Approval Act 2024.

We acknowledge the lodgement date set of 31 March 2025. However, we would like to express our concern regarding this timeline. As you are aware, proper Cultural Values Assessments (CVA) and thorough engagement with Port experts are vital to ensuring that our cultural heritage and values are adequately considered in any development activities. We feel that the current timeline does not allow sufficient opportunity for Ngāi Tukairangi to participate meaningfully in this process.

We understand that there has been a lack of engagement with Ngāi Tukairangi, particularly in the Environment Court direct referral process. In light of this, we are requesting a deferral of the Ports application lodgement date to the Environmental Protection Authority to 30 April 2025. This additional time would demonstrate good faith and goodwill on the part of the Port, fostering improved relationships between our hapū and the Port of Tauranga.

We understand the date for the draft CVA report is 24 March 2025; whilst we are committed to that, it is a huge job having just received some of the reports last week and

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in addition, we believe that further engagement on conditions and mitigation measures is essential in finalising the Ports application before lodgement.

It is crucial to recognise the risks associated with inadequate engagement with affected groups. On Tuesday 11 March, we held an evening hui to provide Ngāi Tukairangi hapu members with an opportunity to hear about the Stellar Passage Development and Dredging application for the first time. There were an extensive number of questions asked by those in attendance. The meeting was unanimous in seeking an extension. We believe that a more inclusive process will benefit the project and the long-term relationship between our hapū and the Port.

Thank you for considering our request for an extension. We look forward to your favourable response and are eager to engage in constructive discussions moving forward.

Ngā mihi nui,



Dr Riri Ellis  
Chairperson  
Ngāi Tukairangi Hapū Trust

Emailed to: [julia.hoare@hoare.co.nz](mailto:julia.hoare@hoare.co.nz)

Cc: [leonard.sampson@port-tauranga.co.nz](mailto:leonard.sampson@port-tauranga.co.nz), [dan.kneebone@port-tauranga.co.nz](mailto:dan.kneebone@port-tauranga.co.nz),  
[shad.rolleston@port-tauranga.co.nz](mailto:shad.rolleston@port-tauranga.co.nz)

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## II. STELLA PASSAGE DEVELOPMENT – TRACK-TRACK APPLICATION – 17/03/2025



17 February 2025

P +64 7 572 8899

W [www.port-tauranga.co.nz](http://www.port-tauranga.co.nz)

2 Salisbury Avenue  
Mount Maunganui  
New Zealand

Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143  
New Zealand

Curtis Bidois  
Waitaha Iwi  
c/o Te Kaipu o Waitaha Trust

Dear Curtis,

**STELLA PASSAGE DEVELOPMENT – FAST-TRACK  
APPLICATION**

We are writing to advise you, as an applicant for customary marine title under the Marine and Coastal (Takutai Moana) Act 2011 (MACA), of the Port of Tauranga Limited's (POTL) application for the necessary consents and approvals for the Stella Passage Development (Development) under the Fast-track Approvals Act 2024 (Act).<sup>1</sup>

POTL is proposing to lodge its application on 31 March 2025.

While we have already contacted you recently regarding consultation on the fast-track application, under MACA, before lodging the application, POTL is required to notify and seek the views of groups who have sought customary marine title under MACA, either in the High Court or through direct negotiations.

We understand that Waitaha Iwi have sought customary marine title in the Tauranga Harbour, which overlaps with the footprint of the Development. A map representing the geographical location of the Development is attached for your reference. Therefore, for clarity, we wanted to write to you again specifically in relation to consultation under MACA.

Our website also contains a summary of the Stella Passage development, and the technical reports in support of the application will be uploaded to that page: [Stella Passage development | Port of Tauranga | New Zealand](#)

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<sup>1</sup> The Development is a listed project in Schedule 2 of the Act.



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Pursuant to s 62(3) of MACA we hereby formally notify you of POTL's application under the Act for Development and seek your views in relation to the application.

Yours sincerely



**Dan Kneebone**  
General Manager – Property and Infrastructure



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### III. Notification Letter - 24/01/2025



Friday 24 January 2025

+64 7 572 8899  
port-tauranga.co.nz

2 Salisbury Avenue  
Mount Maunganui  
New Zealand

Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143  
New Zealand

Areta Gray  
Chairperson  
Te Kapu o Waitaha Trust  
PO Box 220, Te Puke

Dear Areta,

We hope this letter finds you well. We refer to our earlier correspondence of 23 December 2024 regarding the Port of Tauranga Ltd (Port) intention to prepare applications under the Fast-Track Approvals Act 2024 (FTAA) for both the Sella Passage Consenting, and the Dredging Re-Consenting projects. Both projects are listed in the FTAA.

We will lodge the Stella Passage Consenting application on 31 March 2025 with the Environmental Protection Authority (EPA), and the Dredging Re-Consenting application in the 3rd quarter of 2025.

The Port remains fully committed to meaningful and ongoing engagement with Te Kapu o Waitaha Trust throughout this process.

To facilitate effective engagement for the Stella Passage Consenting application, the Port will resource mandated groups through a Service Level Agreement setting clear engagement, resourcing and timeframe expectations. This may include groups preparing a Cultural Values/Impact Assessment (CVIA), to fully assess the potential effects on cultural values of the Ports draft proposal, and for groups to propose mitigation. In addition, the Port will facilitate technical workshops for groups to engage with the Port's experts on their assessment. CVIA reports and feedback through technical workshops will assist the Port in finalising its application for submission to the EPA.

We look forward to discussing these proposals further with you in the coming weeks. Keita Kohere will be in touch shortly to talk through the attached Service Level Agreement.

Please do not hesitate to contact Dan Kneebone at [dan.kneebone@port-tauranga.co.nz](mailto:dan.kneebone@port-tauranga.co.nz) or Keita Kohere at [keita.kohere@port-tauranga.co.nz](mailto:keita.kohere@port-tauranga.co.nz) to arrange a meeting.

Ngā mihi nui,



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Dan Kneebone  
GM Property & Infrastructure  
Port of Tauranga



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IV. Port of Tauranga – Fast-track – 23/12/2024



P +64 7 572 8899

W [www.port-tauranga.co.nz](http://www.port-tauranga.co.nz)

23 December 2024

2 Salisbury Avenue  
Mount Maunganui  
New Zealand

Huria Marae Committee

Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143  
New Zealand

Sent via email – Sylvia Willison, [sylvia.w@huriatrust.co.nz](mailto:sylvia.w@huriatrust.co.nz)

Tēnā koe Sylvia

**Port of Tauranga – Fast-track**

We refer to our earlier correspondence of 18 October 2024 regarding Port of Tauranga Limited's applications under the new Fast-track Approvals legislation. This includes both the Stella Passage project and the Dredging Re-consenting. Both projects have now been included in Schedule 2 of the legislation.

As previously advised, the Port is committed to continuing to engage with tangata whenua in relation to both of the projects listed.

We wish to advise that the Port is now intending to use the Fast-track process for the Stella Passage project and Dredging Re-consenting.

We will be in contact early in the new year to progress the consultation process.

Please don't hesitate to get in touch in the interim.



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Wishing you a Meri Kirihiomete and safe new year.

Ngā mihi



**Dan Kneebone**  
GM Property & Infrastructure



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## V. Fast-track Consent Applications – 24/01/2025



Friday 24 January 2025

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port-tauranga.co.nz

2 Salisbury Avenue  
Mount Maunganui  
New Zealand

Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143  
New Zealand

Manea Ngatai  
Whareroa Marae Reservation Trust

Dear Manea,

The Port of Tauranga Limited (Port) would like to inform you that on December 13 2024, a decision was made to prepare applications under the Fast-Track Approvals Act 2024 (FTAA) for both the Stella Passage Consenting, and the Dredging Re-Consenting projects. Both projects are listed in the FTAA.

We will lodge the Stella Passage Consenting application on 31 March 2025 with the Environmental Protection Authority (EPA), and the Dredging Re-Consenting application in the 3<sup>rd</sup> quarter of 2025.

### Fast-track Consent Applications

#### 1. Stella Passage<sup>1</sup>

The Stella Passage development aims to convert existing cargo storage land into useable berths on both sides of the harbour, growing the Port's capacity and ability to meet the future needs of importers and exporters. In particular, the Sulphur Point container berths are almost at capacity due to demand and the growing global trend to larger ships, which are more efficient. Without the berth extension, international services are likely to face increasing delays or will bypass New Zealand altogether. The planned extensions are within the Port's current footprint and have been signalled since 2003 in regional policies and development plans for Tauranga. All construction will be staged to match market conditions and customer demand.

#### 2. Dredging<sup>2</sup>

As part of its operations, we need to maintain the ability to dredge and wish to renew the resource consents granted in March 2013 that are due to expire in June 2027.

As these applications progress the Port will keep you regularly informed about the work and engagement opportunities to provide your feedback. If you have any questions please do not hesitate to contact Dan Kneebone at [dan.kneebone@port-tauranga.co.nz](mailto:dan.kneebone@port-tauranga.co.nz) or Keita Kohere at [keita.kohere@port-tauranga.co.nz](mailto:keita.kohere@port-tauranga.co.nz) to arrange a meeting.

<sup>1</sup><https://www.port-tauranga.co.nz/community/our-environment/stella-passage-development/>

<sup>2</sup> <https://www.port-tauranga.co.nz/environment/dredging/>



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Ngā mihi nui,



Dan Kneebone  
GM Property & Infrastructure  
Port of Tauranga



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VI. Port of Tauranga – Fast-track – 24/01/2025

s 9(2)(a)

**Subject:** Fwd: Port of Tauranga - Fast-track

Kia ora Mr Kneebone

Your email is acknowledged on behalf of both the Whareroa Marae Committee and the Trustees of the Whareroa Marae Reservation Trust.

At a meeting with Shad Rolleston and Keita Kohere on 4 December 2024 our understanding was that the Applicant would provide interested parties with a copy of the application before it is lodged with EPA to allow for the interested parties, where necessary, to request further information via the Applicant in order to inform their feedback (eg requesting an external report which specifically addresses the questions, concerns the interested parties hold of which the Applicant is obliged to fund). From there the application would be adjusted to reflect the interested parties feedback and once lodged with EPA, EPA will follow up with the interested parties to confirm their feedback is correct and if anything needs to change. If required, EPA can instruct the Applicant to revisit the feedback if they feel it has not been sufficiently addressed in the application. Given the application for the Stellar Passage is being lodged with EPA on 31 March 2025 and as stated in your letters "As these applications progress the Port will keep you regularly informed about the work and engagement opportunities to provide your feedback.", can you clarify whether our understanding of the process is correct or would we not receive a copy of the application until it has been submitted to EPA? Having this clarified will assist us going forward.

I have taken the liberty of adding key people within the Committee and Trust purely so they can be kept apprised of the communication. To help with this, could you "reply all" when responding.

I look forward to your response.

Nga mihi

Rewakura Rachael Ngatai  
Secretary Whareroa Marae Committee and Whareroa Marae Reservation Trust Trustees  
027 240 6027

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VII. Wharereroa Marae Committee and the Trustees of the Wharereroa Marae Reservation Trust – 26/02/2025



P +64 7 572 8899  
W [www.port-tauranga.co.nz](http://www.port-tauranga.co.nz)

26 February 2025

2 Salisbury Avenue  
Mount Maunganui  
New Zealand

Wharereroa Marae Committee and the Trustees of the Wharereroa Marae Reservation Trust  
C/- Rewakura Ngatai

Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143  
New Zealand

Sent by email -rewakurangatai@gmail.com

Tēnā koe Rewakura

1. Thank you for your email of 24 January 2025 regarding the Fast Track Approvals Act (FTTA) application to be made by Port of Tauranga Limited (POTL) regarding the Stella Passage project. Apologies for the delay in responding to you.
2. Your email notes our intention to provide you and other interested parties with a copy of our application prior to lodging it with the Environmental Protection Authority (EPA) on 31 March 2025. This remains our intention, though the application is still in the process of being developed.
3. We are also interested in engaging with you in relation to the landscape assessment we are preparing to support this application. Please get in touch with Keita Kohere (keita.kohere@port-tauranga.co.nz) and we can arrange a time to kōrero further about this mahi.
4. Our experts reports and other documentation to support the application are in the process of being refined and amended to adjust to the different purposes of the FTTA. The revised expert reports will be considered as part of the development of the application before the draft can be completed.

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5. We are intending to share these draft expert reports once they have been completed. We are aiming to have reports to you no later than 7 March 2025. We note that some reports have already been shared.
6. Once we have received these reports, we can then complete our draft application. We will then provide a copy to you for you feedback.
7. In the meantime, we can confirm that the Fast-track application for the Stella Passage project will be based on the original application that was refined through the court process. In other words, the plans which POTL put up through its reply and which includes stage 2. We have attached a plan showing the area of the application.
8. We are committed to previous agreed mitigations. Though we are also open through our engagement, and after taking into account the expert reports and cultural values assessments, to consider adding new mitigations and conditions.
9. We will consider any feedback provided as we finalise our application before submitting it to the EPA on 31 March.
10. Once the EPA has received our application, the process under the FTTA has several steps. There is a diagram at the bottom of this webpage that show these steps: <https://www.fasttrack.govt.nz/process/substantive-application>
11. Please don't hesitate to contact me or Keita Kohere if you'd like to discuss this matter further.

Ngā mihi



**Dan Kneebone**  
GM Property & Infrastructure



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## VIII. Stella Passage Update September – FTA Referral Application letter – 17/09/2025



P +64 7 572 8899  
W [www.port-tauranga.co.nz](http://www.port-tauranga.co.nz)

17 September 2025

2 Salisbury Avenue  
Mount Maunganui  
New Zealand  
  
Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143  
New Zealand

Nessie Kuka

Ngāi Tūwhiwhia  
Sent via email – nessiekuka@hotmail.com

Tēnā Koe Nessie

This letter is to provide an update on the Stella Passage project.

As you may be aware, we received a decision from the High Court on 27 August 2025 in relation to the judicial review proceedings against the Environmental Protection Authority's (EPA) substantive application acceptance decision.

The judge determined that the EPA was wrong to accept the application, due to the error in the Schedule 2A listing description, and that no further work should be undertaken on this listed project application. The judge also noted that the Port "has other remedies available to it, most obviously a further application to the Minister for referral under s 13 of the Fast-Track Approvals Act (FTAA)".

On this basis, we are planning to lodge a referral application with the Ministry for the Environment. This is for the same project as previously submitted to the EPA and includes both the Sulphur Point and Mount Maunganui wharves, as always intended.

The Port remains committed to building stronger relationships and working together with Tauranga Moana mana whenua.



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We appreciate the groups working with us on shared work programmes.

Nāku noa, nā



**Dan Kneebone**  
GM Property & Infrastructure



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d) Correspondence between Port, Ngā Tai ki Mauao and Ngāti Kuku

i. PORT OF TAURANGA LIMITED (POTL) STELLA PASSAGE FAST TRACK APPROVALS  
ACT 2024 (FTAA) CONSENT APPLICATION – 12/02/2025

**JGH**

12 February 2025

Port of Tauranga Limited  
C/- Shadrach Rolleston  
Specialist Advisor - Maori Relationships  
Email: **s 9(2)(a)**

Copy to: **s 9(2)(a)**

**PORT OF TAURANGA LIMITED (POTL) STELLA PASSAGE FAST TRACK  
APPROVALS ACT 2024 (FTAA) CONSENT APPLICATION**

**Introduction**

1. Thank you for meeting with the Ngā Tai ki Mauao hapū collective on Tuesday 4 February 2025.
2. As you know, I am one of the advisors to the collective.<sup>1</sup> I am writing on behalf of the Ngā Tai ki Mauao hapū collective, principally on the matter of the POTL offer of a "Contract for Services".
3. As you also know, the Ngā Tai ki Mauao hapū collective comprises:
  - (a) Ngāi Tuwhiwhia;
  - (b) Ngāi Tamawharua
  - (c) Te Ngare
  - (d) Whānau a Tauwhao (ki Rangiwaea);
  - (e) Ngāti Tauaiti
  - (f) Ngāti Kuku;
  - (g) Wharerua Marae Trust;
  - (h) Wharerua Community;
  - (i) Ngāti Tapu;
  - (j) Ngāti Kaahu a Tamapahore;

<sup>1</sup> While I have a legal background, I am a contracted project manager, and am not currently practicing law or giving legal advice. There are no restrictions on my participation in a FTAA process, given that a FTAA Panel is not a court or tribunal.

**s 9(2)(a)** AKL 09 889 2776 WGN 04 889 2776  
PO Box 25160, Wellington 6140  
[www.igh.nz](http://www.igh.nz)

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(k) Ngā Kaitiaki o Rangataua - Ngāti Hē; and

(l) Ngāti Kahu (ki Tauranga).

4. We are aware of several of the members of the collective, eg "Ngāti Kuku / Whareroa" and "Te Moutere o Matakana" being presented with a Contract of service, which each appear to be on the same terms. In short, the offer is, in respect of the Stella Passage project" to:

- Attend up to 6 "group" technical forums, with up to 2 experts funded at \$150 per hour, up to \$10,000 by 20 March 2025;
- Undertake direct engagement, with up to 2 experts funded at \$150 per hour, up to \$10,000 by 20 March 2025; and
- To produce a Cultural Values Report, at a fixed fee of \$20,000 by 20 March 2025.

(All figures exclude GST.)

5. The first technical forum was to occur on 4 February 2025, but was not attended by the collective, although you did meet with the collective later that day.

**Issues**

6. You will be aware that the collective's advisors include counsel Jason Pou and Rob Enright, as well as Catalyst Group specialists Greg Carlyon and Dr Fleur Maseyk, in addition to myself. Our hourly rates are all well above \$150 per hour, most notably those of counsel. This is an issue in and of itself. We doubt (but would be happy for you to confirm otherwise) that POTL has limited the hourly rates of any of its consultants and counsel to \$150 per hour.

7. As Shad observed at our hui on 4 February 2025, the collective is "well ahead" of others who POTL is now engaging with under the FTAA framework, because of the collective's past engagement with POTL under the Environment Court process. Shad also confirmed, as far as he understood, that the proposal for the FTAA process is the same as the most recent iteration put before the Environment Court. This means that there is little benefit for the collective to attend the general group technical forums, which seem geared to giving parties who are new to the project an understanding of what it involves.

8. There also seems limited value in the "direct engagement" opportunities proposed, given the impasse reached previously between POTL and the collective. That said, the collective remains willing to engage in good faith, but considers, if progress is to be made, then that will need to occur with POTL's board, as POTL's employees simply do not appear to have the mandate to explore any mutually agreeable solution.

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9. The FTAA requires consultation, and, as the collective understands it, that requires the provision of sufficient information to the collective so it can make informed responses. It also requires the consulting party to have an open mind to changes to its position, rather than just presenting a proposal that it has no intention of changing as a result of feedback from consultation.
10. POTL also had previously asked the collective how it wished to be consulted in respect of the FTAA process, should POTL go down that route. Yet POTL has now unilaterally proposed a truncated and constrained process (particularly funding and timewise) for its "consultation" for its FTAA application.
11. There is now essentially 5-weeks only in POTL's timetable for its view of "consultation" to occur. This is considered unreasonable, and insufficient, despite the collective's understanding of the Stella Passage project. This is particularly the case as no updated report or assessment of effects has been provided, nor the proposed conditions that POTL has to provide to the EPA when lodging its application. In addition, while there has been previous engagement, that has been in the context of the Environment Court direct referral process. The FTAA process is entirely new, and different tests, processes, and considerations arise compared to that under the RMA (which a direct referral is determined under).

#### Forward progress

12. The collective does not wish to attend, or have its representatives attend, technical or other meetings just for the sake of it. Nor do they think it reasonable for their expert advisors to have to accept a \$150 per hour rate for their services, or for the collective to make up the difference to their usual hourly rate. That is, frankly, insulting to the concept of good faith engagement or "consultation" in the circumstances.
13. The collective does, however, wish to participate as meaningfully as it can in the process, to assist the panel that will be appointed under the FTAA to consider and determine POTL's Stella Passage application.
14. To that end, and bearing in mind that POTL has effectively offered a "budget" to two members of the collective that, if used for the sake of it, would amount to \$80,000 (plus GST) in costs to POTL, the collective proposes the following counteroffer of service:
  - (a) A budget of \$120,000 (plus GST) be allocated for the collective to assist in the production of information of use to the panel to be appointed under the FTAA.
  - (b) The collective's advisors are to render their invoices within this budget at rates or fixed fee amounts they agree with the collective to manage costs within this budget.
  - (c) The budget is to be applied to:

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- (i) a comprehensive cultural impact assessment, or assessments, being produced (to reflect the different impacts on different members of the collective);
- (ii) engagement with POTL on conditions, including further development of the Pā Pātiki model together with the kaitiaki management structure anticipated by the Environment Court, which the collective proposes to request that the FTA Panel incorporate into the conditions or their implementation (eg any harbour health management plan); and
- (iii) should POTL entertain it, further attempts at engagement (or negotiation) at a board, or board-sanctioned level, to see if some compromise or agreement can be reached. The collective still wish to see an enduring solution, and positive relationship, reached with POTL, for the benefit of Te Awanui – rather than ongoing generational opposition and lack of any meaningful relationships being formed.

15. There is very little time available to meet POTL's self-imposed deadline of final feedback by 20 March 2025 so it can lodge its new application by 31 March 2025 including that feedback.

16. Please urgently confirm whether POTL is prepared to engage on the above basis. We note that Shad had indicated at our meeting with us that there was the potential to put a counteroffer of service to POTL, and the above is considered fair, reasonable, and to be of greater assistance to a FTA panel than POTL's offer of service.

17. Even if POTL is not prepared to engage on the above basis, then the collective still wishes to receive invitations, agendas, minutes and other information that POTL is providing to others. It may be that the collective has a representative attend some meetings in an observational capacity or other capacity (if it appears likely to assist in the collective's understanding or ability for the collective to assist the panel), and all information received can be used by the collective in preparing its comments to the FTA panel at the appropriate point in the process.<sup>2</sup>

18. We also understand it is POTL's intention to withdraw its Environment Court direct referral application once the FTA application is "accepted" by the EPA. While there might be some matters that the EPA requires

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<sup>2</sup> While panels are not explicitly required to seek comments from hapū, the panel can invite comments from any other persons it considers appropriate to do so. It is considered highly likely that any panel will seek comments from hapū and the participants in the earlier direct referred Environment Court processes. While under the previous Covid Fast Track legislation, panels in those processes adopted a generous approach to seeking comments from people other than those specifically required. There is no reason to think that the FTA panels will behave differently under the FTA. Indeed, given the more constrictive regime for decision-making, the FTA panels are likely to cast their net even wider in terms of inviting comments from clearly affected persons.

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POTL to address (and so may require a re-application, or additional information before accepting the FTAA application), it is quite clear now that POTL has decided to use the FTAA process. As a listed project, there is no doubt that POTL will be able to utilise that process.

19. Accordingly, the collective asks that PTOL now withdraw its direct referral application. That will allow the Environment Court to determine costs in respect of that application (if not agreed with the various parties). This is important, and urgent, particularly if POTL refuses the counteroffer of service proposed above, and, as we suspect, is not intending to fund participation of mana whenua through the FTAA process, beyond whatever is agreed through this phase of "consultation". As the collective sees it, the Environment Court process has now largely been a waste of their time and their resources, at significant financial, time, and personal cost to the members and key individual representatives of the collective members. Near indemnity, or at least a significant uplift from the Court's comfort zone of costs is considered appropriate, given that POTL is now effectively abandoning that process, without any resolution being reached.
20. Please accordingly also urgently confirm that:
  - (a) POTL will withdraw its Environment Court direct referral application as soon as practicable; and
  - (b) whether POTL is willing to engage in discussions as to costs in respect of the wasted Environment Court process, or if applications for costs will have to be made.
21. Finally, two further things for your urgent confirmation:
  - (a) The provision of information that Shad agreed to provide at our hui of 4 February 2024, being:
    - (i) what if anything of the Stella Passage project's scope will change in respect of the FTAA application (noting that the Environment Court "version" under its interim decisions is different to what POTL originally lodged);
    - (ii) what is being updated substantively in respect of any reports, AEE, and other information to be used in support of the FTAA application, and when can any updated information be made available;
    - (iii) what conditions are being proposed, including in respect of Stage 2 (which have not been the subject of any detailed feedback from the Environment Court);
    - (iv) who POTL is specifically engaging with (or is seeking engagement with) for the purposes of the FTAA application;

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- (v) confirmation that no unconsented works are currently being undertaken within POTL's operational footprint;
- (vi) a list and copies of all current consents held by POTL; and
- (vii) that funding under the previous "RMA-consultation" regime will, contrary to Dan's email of 5 February 2025 to Greg Carlyon (which proposed an end date of 19 December 2024), continue until 4 February 2025. This follows from the fact that the previous communications signalled a shift in moving funding to a new regime, but did not unequivocally state that there would be no further funding unless and until agreed, and that message was not communicated until that email of 5 February 2025. Limited costs have been incurred in the process in the period between 19 December 2024 and 4 February 2025, but if POTL had been clear about its funding, then as an example the collective could have made different decisions about how it was to engage with Shad and Keita on 4 February 2025. Its expert advisors, for example, could have attended remotely; or the entire hui could have been held remotely. As you know, the collective prefers hui to be kanohi ki te kanohi (and Rangatira ki te Rangatira, for that matter), but can cut its cloth accordingly if it knows what the engagement framework is to be. We consider it would be a show of good faith for POTL to cover costs as it previously had until 4 February 2025.

(b) Who is the collective's primary point of contact at or on behalf of POTL to be? Is it Shad and Keita? While individuals within the collective, or one or more of their advisors, may continue to touch base with others (eg Dan, Rowan), it is important to know where the formal point of contact is to be – so that messages, requests, feedback, etc can go to the right place and do not get lost in the mix.



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JAMES GARDNER-HOPKINS  
Consultant | Advisor | Project Manager

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**JGH**

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s 9(2)(a)    T: 09 889 2776 | s 9(2)(a)  
[www.jgh.nz](http://www.jgh.nz)

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## II. RESPONSE TO LETTER FROM NGĀ TAI KI MAUAO REGARDING THE STELLA PASSAGE FAST-TRACK APPLICATION – 14/02/2025



14 February 2025

P +64 7 572 8899  
W [www.port-tauranga.co.nz](http://www.port-tauranga.co.nz)

2 Salisbury Avenue  
Mount Maunganui  
New Zealand

Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143  
New Zealand

Ngā Tai ki Mauao Hapū Collective  
C/- James Gardner-Hopkins  
Email: [s 9\(2\)\(a\)](#)

### **RESPONSE TO LETTER FROM NGĀ TAI KI MAUAO REGARDING THE STELLA PASSAGE FAST-TRACK APPLICATION**

Thank you for your letter of 12 February 2025 to Port of Tauranga Limited (POTL) regarding the Stella Passage project and for meeting with us on 4 February.

We have carefully considered your letter and, upon consideration, POTL have decided that we wish to continue with our service level agreement approach rather than your counter offer.

The total budget that we have allocated for the service agreements is the amount we will continue to make available. However, we are open to tangata whenua groups using this budget to facilitate their participation in the ways which will be most useful to them. The service level agreements will remain with the individual entities.

To this end we will amend the service level agreements to not specifically tie aspects of the budget to particular deliverables, with the only set deliverable being the CVA. To be clear, the technical forums will still operate for those tangata whenua groups who wish to attend them and benefit from hearing from the experts we have available to help inform their CVAs. However, the funding for these forums won't be tied to attendance at them and you can choose not to attend and still



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receive the funding. We will also continue to offer direct engagement with us if you'd like.

We will also amend the service level agreement deliverable dates for the CVAs for a draft to be provided no later than 17 March and for the final to be provided by no later than 24 March. This should provide a bit more time for the drafting of CVAs and in the context of the information from our expert reports which we will make available once they are done. We are aiming to have all the expert reports finished and to us by 7 March 2025 at the latest.

We will seek to send out an updated service level agreement as soon as possible.

Regarding the Pā Pātiki model referred to in your letter, POTL are open to cultural monitoring tools and would be interested in more information about the model. We will defer to iwi and hapū to determine what cultural monitoring tools are most appropriate. However, we note any tool would need to have broad support across iwi, hapū and regulators.

In regard to your information requests in paragraph 21 (a) (i)-(vii) of your letter:

- (i) The application through Fast Track is for the application as refined through the court process. In other words, the plans which POTL put up through its reply and which includes stage 2. We have attached a map showing the area of the application and project description in the attached link.  
[https://environment.govt.nz/assets/what-government-is-doing/Fast-track-approved/Stella-Passage-Development/072.01-response-ANON-URZ4-5FYM-P\\_Redacted.pdf](https://environment.govt.nz/assets/what-government-is-doing/Fast-track-approved/Stella-Passage-Development/072.01-response-ANON-URZ4-5FYM-P_Redacted.pdf)
- (ii) Expert reports and other documentation are being refined and amended to adjust to the different purposes the FTAA. The reports consolidate information from the court process. As noted above, we will make these available once they are done, and we are aiming to have all the reports finished and to us by 7 March 2025 at the latest.
- (iii) We are committed to previous agreed mitigations. Though we are also open through our engagement and after taking into account the expert reports and CVAs to consider adding new mitigations and conditions.
- (iv) See a list attached for all the iwi, hapū and Māori groups that POTL has identified to consult. We are also consulting other parties as required by the FTAA, such as BOPRC, the Ministry for the Environment and the Department of Conservation.
- (v) We can confirm that no unconsented works have been commenced.
- (vi) The BOPRC have a website in which you can access all of the consents, including the POTL. Here is the link:  
<https://maps.boprc.govt.nz/apps/879b07cc3295442b9e51860cf4cffca2/explore>
- (vii) POTL is of the view that RMA-consultation resourcing was completed when POTL filed its documents responding to the first interim decision. The



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service Level agreements we've proposed are intended to be the new source of resourcing for the FTAA pre-application consultation.

Your letter requested that POTL withdraw its direct referral application as soon as practicable. Whilst we are confident that our substantive application will be assessed as complete and within scope, there is a chance (however small) that this does not occur. The FTAA anticipates this and under s 94 (3) provides a 5 working day window for an applicant to withdraw other applications for corresponding approvals after being notified that the substantive application is complete and within scope. As such, and hopefully for understandable reasons, we are intending to wait until such time as the EPA notifies us to withdraw our direct referral application.

We also wish to reconfirm that the POTL will be lodging our application on 31 March, and also that there will be no further budget to tangata whenua groups prior to lodgement from POTL in relation to the Fast Track process.

Lastly, we understand the hui we held with you on 4 February was video recorded. For clarity, we have not signed any release forms and we do not consent to the use of the images or comments of POTL attendees for any purposes other than to inform the minutes/notes of the hui.

Please don't hesitate to contact me if you'd like to discuss this letter.

Ngā mihi



**Shadrach Rolleston**  
Specialist Advisor - Māori Relationships  
P +64 021 110 5811 Email: [Shad.Rolleston@port-tauranga.co.nz](mailto:Shad.Rolleston@port-tauranga.co.nz)



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IV. STELLA PASSAGE FAST-TRACK APPLICATION – 10/03/2025



10 March 2025

Julia Hoare  
Chair – Port of Tauranga  
Tauranga

Tēnā koe Julia,

STELLA PASSAGE FAST-TRACK APPLICATION

We write on behalf of Ngāti Kuku hapū and Whareroa Marae to identify our concerns with the consultation process being adopted by the Port towards the Fast-track application process. We are a co-signatory to a separate letter being sent to you from Ngā Tai ki Mauao, and we rely on the grounds in that letter which identify the process and good faith concerns, including the unrealistic timeframes involved.

As you (and the Port management team) will be aware, Ngāti Kuku hapū and Whareroa Marae are facing specific and heightened prejudice to our taonga, whenua and moana, from the Fast-track proposal. These concerns are identified in the Environment Court decisions from 2010 and 2023, albeit there are specific and additional issues arising from the Port's decision to rely on the Fast-track process. We therefore expect that the Port should be engaging with us, on our specific issues, and on an open-minded basis. This should also take place, as far as practicable, in a tika manner that respects our values. For example, for a proper consultation process, we expect to engage kanohi ki te kanohi. This should start at the Rangatira level, not consultants.

We therefore wish to invite you (and any available Board members) to meet with us, at Whareroa Marae, as soon as possible, to initiate a tikanga based process of consultation that can look at all issues, including a partnership-based approach. This invitation is in addition to that being made by Ngā Tai ki Mauao, which we tautoko, and will be part of.

Ngā mihi

A handwritten signature in black ink, appearing to read 'Awhina Ngatuere'.

Awhina Ngatuere  
Chairperson  
Ngāti Kuku Hapū Trust

Cc: Leonard Sampson  
By email: **s 9(2)(a)**

---

V. STELLA PASSAGE FAST-TRACK APPLICATION – 12/03/2025



12 March 2025

Julia Hoare  
Chair – Port of Tauranga  
Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143

cc: Leonard Sampson  
By email **s 9(2)(a)**

Tēnā koe Julia,

STELLA PASSAGE FAST-TRACK APPLICATION

We write to you in your leadership role with the Port of Tauranga. We, as rangatira wish to advise the Port, that we are unwilling to accept the offer or associated pre-conditions for consultation on the Stella Passage Fast-Track application.

We have been attempting to work with your team through the latter part of January and February to find common ground, which would allow us to respond to the Port's Fast-track application in a way that is consistent with our tikanga. It has become obvious to us there is no effective way for us to contribute within the Port's pre-determined approach, and that the Port has no intention of amending its application in the light of feedback we provide.

We do not intend to canvas the Port's offer to our hapū in detail, but highlight the following:

- Despite a written commitment from the Port to the contrary, the resourcing offer is inflexible.
- It is not possible to see any way in which the contribution of hapū to the application could be utilised to alter, amend, or improve the Port proposal.
- The funding proposed by the Port was offered without recognition of the standing of hapū involved.
- The timeframes for the hapū contribution are completely unrealistic, were non-negotiable, and do not incorporate the fundamental tenants required for good faith consultation.
- It is clearly evident from the engagement and participation our team have had with your advisors, that the application being made by the Port has not accounted for the extensive body of work already in the public record. While this is a fresh proposal, with different statutory framework, the Port needs to address the prior context, and any assessment of effects needs to have regard to the information already provided by mana whenua to date including on proposed mitigation frameworks (if consent is ultimately granted). We wish to make it clear for the purposes of any evaluation being undertaken by your expert team in the lead up to lodging application, that the consistent, formal and informal views provided to you in a number of forums over a number of years, have not changed.

NGA TAI KI MAUAO HAPU COLLECTIVE



As a consequence of the position the Port of Tauranga has placed mana whenua in, we will be undertaking the following steps in order to ensure our views are accounted for in the coming Fast-Track process.

1. A verbal briefing and presentation for the Board Directors and Port Executives is offered for Friday 21 March. This 30 minute briefing will highlight the key matters for hapū in relation to the Stella Passage Fast-Track proposal. Should the suggested date not work, please make contact with our team to work towards an alternate date. We note the 31 March timeframe will make that problematic. This briefing will ensure your project is sufficiently informed to ensure the views of hapū are not misrepresented or understated.
2. The affected hapū will make direct contact with the EPA for the purposes of confirming their interest in the Stella Passage Fast-track application and confirming the methods by which they wish to engage for the purposes of informing a project decision.
3. The affected hapū will make their Cultural Impact Assessments (CIAs) available directly to the EPA (in their role as administrator for the Stella Passage project). The expectation is that the CIA's will inform the decision makers directly. A copy of the CIA's will be made available to all parties to this project at that time. The timing for this is not known at the present time, as it will depend on decisions to be made by the panel appointed to consider the application.
4. Affected hapū will engage with the EPA in relation to their reasonable costs being incurred for this FTT process.

We look forward to the opportunity to brief Port leadership in due course.

I roto i ngā mihi

*Ngā Tai ki Mauao Collective*

Nessie Kuka  
Ngai Tuwhiwhia  
Ngā Hapū o ngā Moutere Trust  
Ngā Tai ki Mauao

Awhina Ngatuere  
Ngāti Kuku  
Ngā Tai ki Mauao

Manea Ngatai  
Wharereroa Marae Trust  
Ngā Tai ki Mauao

NGA TAI KI MAUAO HAPU COLLECTIVE



Te Uta Rorefana  
Ngai Tamawharua  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao



Brendon Taingahue  
Whānau a Tauwhao (ki Rangiwaea)  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao



Des Heke-Kaiawha  
Kaitiaki Ngāti Hē, Ngāi Te Ahi  
Ngā Tai ki Mauao



Jason Murray  
Te Ngare  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao



Pia Bennett  
Ngāti Kahu (ki Tauranga)  
Ngā Tai ki Mauao



Whitiora McLeod  
Ngāti Kaahu a Tamapahore  
Ngā Tai ki Mauao



Joel Ngatuere  
Wharerua Community  
Ngā Tai ki Mauao



Hori Murray  
Ngāti Tauwhi  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao



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NGĀ TAI KI MAUAO HAPŪ COLLECTIVE

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## VI. STELLA PASSAGE FAST-TRACK APPLICATION – 17/03/2025



17 March 2025

Leonard Sampson  
Chief Executive  
Port of Tauranga  
Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143

cc: Julia Hoare  
By email: s 9(2)(a)

Tēnā koe Leonard,

### STELLA PASSAGE FAST-TRACK APPLICATION

Thank you for your letter of 14 March 2025.

Ngā Tai ki Mauao is disappointed that the Port of Tauranga's consultants and advisors are unable to envisage a tika process that provides for anything more than the needs of the Port. We have been attempting to work with your team for some months now, and have arrived back at the place that your original design started with.

That is, an engagement process which simply replicates the heavily challenged positions set out in your original resource consent applications. It is quite clear to us that the Port has allowed itself no room to develop or amend its application. This is evident in feedback from your staff, and the unworkable framework you have provided.

By way of examples, the Port has allowed itself only a week to absorb and respond to the cultural impact assessment (CIAs) prepared by up to 16 affected hapū, and also only a week to work through consent conditions for a project identified as nationally significant.

Ngā Tai ki Mauao does not agree to your proposed revised schedule for the reasons set out above, in our earlier correspondence to you, and in direct feedback to your team of consultants.

It is interesting that you are concerned a 30 minute briefing does not allow us time to convey our critical concerns. We are sure you will be aware that your team allocated 15 min slots to brief interested parties on fundamental and complex elements of the Port proposal. We had assumed in our offer made to the Port, that your Board team were busy folk, and that they would request further time to explore issues of significance for them. For the absence of doubt, we are happy to provide a briefing to your Port leadership team, prior to the application being lodged, and can work with you to find a suitable date.

NGĀ TAI KI MAUAO HAPŪ COLLECTIVE



It is near impossible for our hapū to imagine a framework in which you are "committed to ensuring your perspectives are considered" on the back of our experience of this past three years. However, we will continue to present our views into forums where there is a sincere commitment to reconciling the genuine concerns of our hapū.

With respect to the conditions of consent being advanced by the Port, the timeframes being advanced do not allow thorough professional assessment and caucusing with your advisory team. We will respond to the conditions being advanced in due course.

As our whānau at Whareroa have reflected to you, we are saddened that the Port continues to ignore the body of work prepared by our hapū. This is a significant error on the Port's part. It is disrespectful to our hapū, denigrates the relationship a number of our team have with you, and ignores advice you have received on multiple occasions.

In the event the Port of Tauranga wishes to engage with hapū for the purposes of finding common ground we remain available, as we have set out to you on many previous occasions.

I roto i ngā mihi

*Ngā Tai ki Mauao Collective*

Nessie Kuka  
Ngai Tuwihihia  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao



Awhina Ngatuere  
Ngāti Kuku  
Ngā Tai ki Mauao



Manea Ngatai  
Whareroa Marae Trust  
Ngā Tai ki Mauao



Te Uta Roretana  
Ngai Tamawharua  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao



Jason Murray  
Te Ngare  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao



Joel Ngatuere  
Whareroa Community  
Ngā Tai ki Mauao



NGĀ TAI KI MAUAO HAPŪ COLLECTIVE



Brendon Taingahue  
Whānau a Tauwhao (ki Rangiwaea)  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao



Des Heke-Kaiawha  
Kaitiaki Ngāti Hē, Ngāi Te Ahi  
Ngā Tai ki Mauao



Pia Bennett  
Ngāti Kahu (ki Tauranga)  
Ngā Tai ki Mauao



Whitiora McLeod  
Ngāti Kaahu a Tamapahore  
Ngā Tai ki Mauao



Hori Murray  
Ngāti Tauaiti  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao



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NGĀ TAI KI MAUAO HAPŪ COLLECTIVE

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VII. Stella Passage Fast-track Application – 20/03/2025



P +64 7 572 8899  
W [www.port-tauranga.co.nz](http://www.port-tauranga.co.nz)

20 March 2025

2 Salisbury Avenue  
Mount Maunganui  
New Zealand

Ngā Tai ki Mauao Hapu Collective  
Via email **s 9(2)(a)**

Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143  
New Zealand

Tēnā koutou katoa Ngā Tai ki Mauao Hapu Collective

**Stella Passage Fast-track application**

Thank you for your letter of 17 March 2025, outlining your views regarding the Stella Passage Fast-track Application. We note the contents of your letter and appreciate you taking the time to share your perspective.

To facilitate further discussion, we propose a meeting at the Tauranga Moana Trust Boardroom on 8:00 a.m. to 10:00 a.m. Tuesday, 1 April, or 8:00 a.m. to 10 a.m. Wednesday, 2 April.

Please confirm your availability for one of these dates at your earliest convenience. We look forward to continuing the conversation.

Ngā mihi

**Leonard Sampson**  
Chief Executive



**Port of Tauranga**

Connecting New Zealand and the World

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## VIII. STELLA PASSAGE FAST -TRACK APPLICATION – 28/03/2025



28 March 2025

Leonard Sampson  
Chief Executive  
Port of Tauranga  
Private Bag 12504  
Tauranga Mail Centre  
Tauranga 3143

cc: Julia Hoare  
By email: **s 9(2)(a)**

Tēnā koe Leonard,

### STELLA PASSAGE FAST-TRACK APPLICATION

Thank you for your letter of 20 March 2025 and your offer to meet. The hapū representatives, who would attend this session, are unfortunately not available on those days as they are engaged in Talao matters elsewhere. We will continue to work with your team towards a meeting that allows us to share our views on the Fast-Track application.

We are currently working to conclude our CIA for the project and will incorporate the information requested off the Port, once that is received.

I roto i ngā mihi

*Ngā Tai ki Mauao Collective*

Nessie Kuka  
Ngāi Tuwhirhia  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao

*Tb*

Awhina Ngatuere  
Ngāti Kuku  
Ngā Tai ki Mauao

*Allegro*

Manea Ngatai  
Wharerua Marae Trust  
Ngā Tai ki Mauao

*Manea Ngatai*

NGĀ TAI KI MAUAO HAPŪ COLLECTIVE

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Te Uta Roretana  
Ngai Tamawharua  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao

Jason Murray

Te Ngare  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao

Joel Ngatuere  
Wharerua Community  
Ngā Tai ki Mauao

Brendon Taingahue  
Whānau a Tauwhao (ki Rangiwaea)  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao

Des Heke-Kaiawha  
Kaitiaki Ngāti Hē, Ngāi Te Ahi  
Ngā Tai ki Mauao

*Brendon Taingahue*

*Brendon*

Pia Bennett  
Ngāti Kahu (ki Tauranga)  
Ngā Tai ki Mauao

Whitiora McLeod  
Ngāti Kaahu a Tamapahore  
Ngā Tai ki Mauao

Hori Murray  
Ngāti Tauaiti  
Ngā Hapu o ngā Moutere Trust  
Ngā Tai ki Mauao

*H Murray*

*Des Heke-Kaiawha*

*H*

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IX. STELLA PASSAGE FAST-TRACK APPLICATION – 28/03/2025



28 March 2025

The Chairperson  
Port of Tauranga Ltd  
By email: S 9(2)(a)

Copy to

Leonard Sampson  
Chief Executive  
Port of Tauranga  
By email S 9(2)(a)

Tēnā koe Julia,

STELLA PASSAGE FAST-TRACK APPLICATION

Thank you for your letter of 21 March. At the present time the time proposed on 16 April works. We will continue to work with your team to make arrangements for that session.

It would be very helpful if you could set out what you think the outcomes of this meeting might be. We are keen to meet with the Port where we can make material changes to the Fast-Track application or resolve the issues that have been on the table for many months now. Can you confirm that those opportunities will be available to us?

Finally, is it the Port's intention to have lodged its application prior to our meeting?

Again, thank you for your prompt response.

Ngā mihi

A handwritten signature in black ink, appearing to read 'Awhina Ngatuere'.

Awhina Ngatuere  
Chairperson  
Ngāti Kuku Hapū Trust

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## Appendix E: Summary of consultation delivery

### *Tauranga Moana, Tauranga Tāngata groups*

#### **Engagement Strategy Development January/February 2025**

Port officials met with a number of iwi and hapū groups through January and early February to discuss the decision by the Port to apply for consents under the FTAA. Correspondence sent to iwi and hapū groups noted a lodgement timeframe of 31 March 2025, and sought feedback on the engagement approach.

Key themes from feedback from those discussions is highlighted below.

#### *Barriers to Consultation: Views from Tauranga Moana, Tauranga Tāngata*

##### **1. Fast-Paced Timeframe**

The groups noted the challenge of a fast-paced application process. The quick timeline made meaningful engagement difficult, with limited time for dialogue. They felt rushed to review documents and give feedback, affecting the quality of their input. They stressed the need for more time to ensure their cultural and environmental concerns were properly considered in Cultural Values Reports.

##### **2. Lack of Transparency**

Another issue was the lack of transparency in the draft application contents. Limited access to detailed information made it hard to provide informed input. The groups called for openness in sharing documents to fully understand the project's impacts.

##### **3. Resourcing Participation**

Finally, there was the issue of payment for participating in consultations and supporting the Cultural Values Report (CVR). The groups emphasised recognising their contributions, which require time and resources. They advocated for clear agreements that reflect the value of their input.

#### *Specific Consultation Required*

##### **Ngāti Kuku and Whareroa Entities**

Given their proximity to the development area, Ngāti Kuku and Whareroa entities required specific and closed consultation. Key concerns raised include:

- Ngāti Kuku interactions with the Port to date have been negative, reflecting a lack of respect and desire for genuine dialogue with Ngāti Kuku as ahi kā. An apology was requested to recognise past grievances.
- Ngāti Kuku face many cumulative challenges as a small entity with overwhelming development ahead at their front door.
- A key concern is tāngata whenua relationships with each other with regards to the role of ahi kā in the immediate development area.

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## Ngā Tai ki Mauao

In the initial stages of consultation, Ngā Tai ki Mauao (NTkM) reiterated the perspective already stated during recent Environment Court proceedings. In addition:

- The view of NTkM is that the Port has failed to recognise the “special status” of the group and its collective membership and representation – which warrants specific recognition.
- NTkM believe the engagement process has failed to observe tikanga and therefore not culturally safe for the collective to participate and noted the invisibility of Te Tiriti o Waitangi principles in implementation.

NTkM provided a CVR directly to the panel..

## Engagement Implementation

Preliminary discussions enabled the Port to tailor its engagement approach and delivery to ensure *Tauranga Moana, Tauranga Tāngata* groups were enabled to take full advantage of the engagement schedule. Consultation was led by Keita Kohere (Engagement Advisor) and Shad Rolleston (Specialist Advisor Māori Relationships).

## Responding to Barriers to Consultation

The Port took the following steps to address the barriers identified and tailor its engagement approach to *Tauranga Moana, Tauranga Tāngata* groups.

A full Consultation Record can be found in [Appendix C](#).

### *1. Addressing the Fast-Paced Timeframe*

Recognising the significant challenge posed by the expedited timeline, the Port delayed the listed project application lodgement date to 14 April to extend the consultation period and allow for more dialogue.

The original timeframe for draft CVRs was scheduled for 17 March, subsequently extended to 24 March, with the final deliverable date further postponed to 31 March.

This extension provided stakeholders with additional time to review documents and offer feedback, ensuring that Cultural Values Reporting could be delivered by the due date. The Port also implemented a more flexible schedule for engagement sessions, accommodating the availability of different groups and allowing for more in-depth discussions.

### *2. Enhancing Transparency*

#### Dedicated Communications

*Tauranga Moana, Tauranga Tāngata Groups*

Section	Objectives	Evidence of Successful Delivery
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<b>Introduction</b>	Communications Plan designed to support the Consultation Strategy by developing a structured plan of communications.	Plan approved and adopted by Port.
<b>Objectives</b>	<b>1. Inform and Educate:</b> Provide comprehensive information about the Stella Passage Development.	Feedback collected indicates an increased understanding of the Stella Passage project and an awareness of the development activity.
	<b>2. Engage and Consult:</b> Encourage active participation from <i>Tauranga Moana Tauranga Tāngata</i> groups in the outcome of the Stella Passage application.	Participation rates in Iwi and Hapū Information Forums, and Direct Engagement along with communications, messages and letters received indicate that all groups responded in some capacity. While some responses indicated a wish to decline consultation, others were actively involved.
	<b>3. Build Trust and Relationships:</b> Establish and maintain strong, respectful relationships with tāngata whenua.	Feedback collected formally and anecdotally shows improved trust and relationships in the Port's ability to facilitate a robust and responsive consultation.
<b>Purpose</b>	Develop planned communications activities to support the implementation of the Consultation Strategy.	Updates are delivered weekly and were well-received.
	Develop informational materials that clearly explain the Fast Track process and status of the Port's application.	All documentation regarding the Stella Passage application, along with recordings, presentation slides and minutes from Iwi & Hapū Information Forums were distributed via Dropbox online shared folder.
	Establish clear line of communication.	Clear lines of communications were established with an understanding of roles and responsibilities.

		<ul style="list-style-type: none"> <li>• Contractual matters and requests for direct engagement were attended to by Keita Kohere and Shad Rolleston.</li> <li>• Communications and access to documentations, meeting links and relevant queries were handled by Mārire Kuka.</li> </ul>
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#### Tier 2 Groups

<b>Objectives</b>	<p><i>Tier 2 iwi and hapū outside the immediate area are:</i></p> <ul style="list-style-type: none"> <li>• Informed of the Stella Passage project</li> <li>• Provided engagement opportunities to canvass their perspectives.</li> </ul>	<p>These groups received a newsletter including access to relevant Stella Passage application documentation.</p> <p>Groups were invited to two Open Days where Port staff were on hand to have in person discussion.</p>
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#### Iwi and Hapū Information Forums

A series of technical information forums was organised to provide *Tauranga Moana, Tauranga Tāngata* groups with the chance to connect their cultural specialists and experts with the Port’s technical assessment team.

The goal was to help groups gain a comprehensive understanding of the Fast-track consent applications, evaluate potential cultural impacts, and identify strategies to mitigate them. These forums were held weekly on Tuesdays, alternating between online and in-person formats to provide flexibility for participants.

Groups were invited to have up to two experts/cultural specialists, or RMA-related specialists to participate in the forums to discuss environmental assessments with the relevant author, and to discuss the application and process with planning specialists.

Each of the forums, both online and in-person, were facilitated with Karakia to open and an opportunity for the Port team and participants to introduce themselves.

The following specialists covered off their topics over the course of the forums schedule:

<b>Subject Matter</b>	<b>Specialists</b>
Planning	Luke Faithful / Steve Tuck
Marine Ecology	Sharon De Luca
Marine Mammals	Helen McConnell

Avifauna	Della Bennet
Landscape	Stephen Brown
Construction Noise	Craig Fitzgerald
Air Quality	Jenny Simpson
Economics	Peter Clough/ Mike Hensen
Hydrodynamics & Sediment	Willem De Lange

During consultation the scheduled forums were extended from six weeks to nine weeks, the Port incorporated direct requests from the groups for:

- A caucus to be arranged for iwi and hapū to discuss the application to align and collaborate on shared perspectives.
- Additional time to review draft consent conditions and influence interpretation of CVR's.

#### Iwi and Hapū Information Portal

The Port committed to providing groups with comprehensive access to all relevant documents enabling informed input. Physical and digital copies of documentation, environmental assessments and draft application contents were provided to groups.

Due to the concurrent environmental assessments during consultation, these assessments along with the draft application and consent conditions were released to groups in stages. This approach was first tested with the groups who agreed a tranche release approach would provide them with the most amount of time to consider the impacts.

#### Direct Engagement

Dedicated liaisons Keita Kohere (Engagement Advisor) and Shad Rolleston (Specialist Advisor Māori Relationships) allowed for groups to schedule direct consultation as requested. Many of the groups took advantage of the ability to shape engagement to their needs, including a hui at Hungahungatoroa Marae with Ngāi Tūkairangi.

#### Open Days

The Port held two Open Days to provide an opportunity for *Tauranga Moana, Tauranga Tāngata* and *Tier 2* groups to understand the Stella Passage project.

Held over Saturday 22 and Sunday 23 March 2025, Port's General Manager Property and Infrastructure, Dan Kneebone, and General Manager Engineering, Rowan Johnstone, discussed the development with participants.

#### *3. Ensuring Fair Compensation*

In response to concerns regarding compensation, the Port established clear Service Level Agreements that outlined fair remuneration for groups participating in

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consultations. These agreements recognised the time, resources, and expertise and mātauranga that groups contributed to the process.

#### Service Level Agreements

Service Level Agreements (SLA) were established and offered to each *Tauranga Moana, Tauranga Tāngata* groups to remunerate:

- a) Engagement with the Port and environmental assessment specialists to unpack the contents of the Stella Passage application and the associated environmental assessments.
- b) Delivery of a CVR.

The final iteration (20 March) of the Service Level Agreement contract was amended at the direct request of groups who influenced the delayed lodgement date to April 14. The contract included less prescription regarding how funds were used by the groups and an extended timeframe for consultation.

The original draft Cultural Values Reporting (CVR) was scheduled for 17 March, subsequently extended to 24 March, with the final deliverable date further postponed from 24 to 31 March.

## Appendix F: Analysis of January - April Consultation Feedback

Topic	Key Issue	Response / Mitigation
Compressed Timeframes	Concerns about insufficient time for thorough review and response, leading to potential oversight of key details.	The original draft Cultural Values Reporting (CVR) was scheduled for 17 March, subsequently extended to 24 March, with the final deliverable date further postponed to 31 March.
Lack of Cumulative Interpretation	Groups expressed issues with the application not fully considering cumulative impacts, leading to their perspective of incomplete assessments.	Tier 1 groups were provided with ample opportunity to engage with authors (specialists) of environmental assessments and the planning team to understand the shortcomings of these assessments to then provide a perspective in their CVRs.
Meeting Treaty Settlement Obligations	Groups stressed the importance of honouring and integrating Treaty obligations into decision-making processes.	The Port acknowledged and referenced specific Treaty settlements in Service Level Agreements with regards to settlement entities.
Unbridled Growth and Expansion	Worries about unchecked development affecting environmental sustainability and community well-being.	The Port has included provisions for ongoing engagement beyond the Stella Passage application lodgement date to continue to consider cultural impacts, environmental stewardship, and economic opportunities for iwi and hapū.
General Opposition to Port Expansion	Significant resistance from the community regarding the proposed expansion of the port. A specific concern has been the potential impacts on Mahinga Kai activity.	
Scepticism Around CVR Interpretation	Doubts about how consultation views and recommendations will be interpreted and incorporated into final decisions.	With the listed project application lodgement date delay, final CVR deliverable date of 31 March was then followed by a week of consultation (31 March –

Draft Consent Conditions and Impacts	Concerns over the potential effects of proposed consent conditions on various stakeholders.	4 April) to specifically discuss with the groups the interpretation of their CVR's, and the draft consent conditions.
Service Agreements	Issues related to the clarity and fairness of service agreements within the consultation framework.	The final and third iteration (20 March) of the Service Level Agreement contract was amended at the direct request of groups and included less prescription regarding how funds were used by the groups and an extended timeframe.
Deterioration of relationship with Ngāti Kuku	Severed relationships with Ngāti Kuku as outlined in evidence in Environment Court proceedings. These groups have indicated an offence has been caused in the past and ongoing by continuing to offer engagement opportunities and have opted out of consultation.	<ul style="list-style-type: none"> <li>• The Port are aware of the key concerns from these groups and continue to remain open to discussion.</li> <li>• The Port understands that these groups will present their respective CVR's directly to the panel and the panel's process.</li> </ul>
Deterioration of relationship with Ngā Tai ki Mauao	25 February 2025 from James Gardner-Hopkins (JGH) to the Port of Tauranga Limited (POTL), specifically addressed to Shadrach Rolleston, with copies to Keita Kohere and Dan Kneebone. It concerns the Stella Passage Fast Track Approvals Act 2024 (FTAA) consent application and the associated Contract of Services between POTL and the Ngā Tai ki Mauao hapū collective.	
Availability of Environmental Assessments	Frequency of final draft reports became a concern towards the end of pre-lodgement engagement (Information Forum 5). Groups would have preferred all draft reports were made available at the beginning of the engagement process to ensure ample time to consider the information in them, however, accept them in tranches.	Assessments were circulated as available and specialists, given the nature of the rolling availability, this was the preferred method of receiving reports as indicated by the groups.

Magnitude of consultation material	<p>Groups felt overwhelmed by the need to decipher a large volume of complex information under significantly short timeframes.</p>	<ul style="list-style-type: none"> <li>• Lodgement date was extended to provide more time for groups to review documentation</li> <li>• Funding was provided for the groups to engage with consultants to outsource this work if preferred</li> <li>• Direct engagement with Keita Kohere and Shad Rolleston was available, and then extended, to ensure the groups could discuss the contents of the assessments</li> </ul>
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## Appendix G: Summary of values, key themes and mitigations in CVRs

### Acronyms of iwi/hapū group/entity names used in this document:

- NRIS – Ngāti Ranginui Iwi Society
- NRFT – Ngāti Ranginui Fisheries Trust
- NP – Ngāti Pūkenga (Te Tāwharau o Ngāti Pūkenga and Te Rūnanga o Ngāti Pūkenga ki Tauranga on behalf of the whānau of Ngāti Pūkenga)
- NT – Ngāi Tamarāwaho (on behalf of Ngai Tamarāwaho Hapū and Ngai Tamarāwaho Tribal Authority Trust)
- TKWT – Te Kapu o Waitaha Trust
- NTapu – Ngāti Tapu
- NTUK – Ngāi Tukairangi Hapū Trust
- TMICFT – Tauranga Moana Customary Fisheries Trust
- NTRST – Ngāi Te Rangi Settlement Trust
- NPTT – Ngā Pōtiki a Tamapahore Trust
- NHNR – Ngā Hapū o Ngāti Ranginui Settlement Trust
- NKHT - Ngāti Kuku Hapū Trust

### Overview

This document:

- provides tables and brief summary analysis of the values, key themes and mitigations expressed in the cultural values reports (CVRs) received by Port of Tauranga Limited on the Stella Passage project by iwi/hapū groups or entities;
- attempts to outline information from the CVRs factually in the tables, without any additional speculations about the information or what is/isn't presented;
- intends to be a summary to help with other mahi and includes some analysis and inferences, but does not intend to replace a need to review the CVRs themselves which are the primary source of information that should be referred to; and,

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- does not compare/contrast the mitigations proposed in CVRs with what draft mitigations have been proposed by the Port – though that would be a useful next step to help guide further considerations.

## Values

Some CVRs explicitly had a section on values, whereas others had values embedded throughout their kōrero. Further, just because a group didn't explicitly include a value in their CVR, that doesn't necessarily mean that value isn't important to that group. However, what is included in the table below is just what was presented in the CVRs.

Cultural Value	Iwi/hapū groups or entities that include this value in their CVR	Descriptions of the value	Connections between the value and the project
Tikanga / Mahi-a-tikanga	NRIS, NT, NTUK, NHNR, NKHT	<p>“The correct way of doing things; protocol, customary system guiding interactions and resource management, deeply embedded socially.” (NRIS)</p> <p>“Cultural practices and protocols” (NT)</p> <p>“Cultural practices” (NTUK)</p> <p>“Tikanga embodies our way of life, our cultural practices, our values, our protocols, our te reo, our identity. Tikanga is weaved through all other foundational concepts of what it means to be Ngāti Kuku. Our tikanga is not symbolic, it is lived and is living, and as such tikanga evolves” (NKHT)</p>	<p>“Tikanga connects Ngāti Ranginui with mana, mauri, tapaina (site naming practices), and strategic placement of whare aligned with landmarks like Mauao and Pūwhenua. Tikanga reinforces sustainability and reciprocal obligations with Te Awanui and mataitai reserves.” (NRIS)</p> <p>“The social and cultural way of life of Ngāi Tamarāwaho is intimately tied to the natural environment. Disruptions to that environment</p>

			<p>can therefore disrupt tikanga Māori (cultural practices and protocols). One immediate concern is the potential restriction of access to traditional resources and sites. If the port expansion and its security zones cover areas that were once freely accessible, hapū members will find it difficult or impossible to gather shellfish, cast fishing nets, or launch small boats as our ancestors did” (NT)</p> <p>“The harbour is important for customary practices, including the harvesting of shellfish and other marine resources” (NTUK)</p> <p>“Ongoing industrial development continues to interrupt our tikanga and cultural practices, contributing to the erosion of our cultural identity and weakening intergenerational knowledge transmission” (NKHT)</p>
<b>Honorūrū</b>	NRIS, NHNR	“Represents the path tipuna take upon death to Mauao, then to Karewa, and finally to Te Rerenga Wairua. Most marae and urupā face Mauao, allowing spirits to travel the channels. Tauparapara are recited to mark this final journey.” (NRIS)	“Honorūrū represents the path tipuna take upon (death to Mauao, then to Karewa and finally to Te Rerenga Wairua. Majority of marae and urupā are positioned to face

		<p>“the connections Ngāti Ranginui has to our taiao, to past, present and future generations, and to Atua Māori” (NHNR)</p>	<p>Mauao so spirits can travel the channels to Mauao. Tauparapara are recited to represent the last journey our wairua make in Te Ao Tūroa.” (NRIS)</p> <p>“Access to, and the ability to traverse our ara recognises and provides for Honoruru. We recall that our tipuna would walk from Hawaiiki (Memorial Park) to Te Manea (Matapihi Bridge) where whānau and hapū would come together to meet. This ability to walk and paddle our awa not only strengthens our connections to one another, but to taiao and Atua Māori also as we connect with the landscapes and taonga species along ara that were created by our Atua” (NHNR)</p>
<b>Hononga</b>	NRFT	<p>“The connections Ngāti Ranginui has to our taiao, to past, present, and future generations, and to Atua Māori” (NRFT)</p>	<p>“Hononga represents the connections we have through whakapapa to past, present, and future generations, to taiao and to Atua Māori. Those connections are physical and wairua connections – this is our hononga” (NRFT)</p>
<b>Whakapapa</b>	NP, NTapu,	<p>“Identity” (NTUK)</p>	<p>“We belong to the landscapes in which our whakapapa embeds us.</p>

NTUK, NKHT	<p>“whakapapa (genealogy) intrinsically connects our people to our environment. In other words, we are our lands, our waters, our taonga” (TMICFT)</p> <p>“Whakapapa is more than genealogy. It is a foundational concept that links Ngāti Kuku to our ancestral whenua and moana, to our tupuna, our uri, our tikanga, and our role as kaitiaki, and from which all else flows. All things are connected through whakapapa and have mauri. Whakapapa is a source of purpose, responsibility, and rights, it links us to our tupuna and to our mokopuna” (NKHT)</p>	<p>The ancestral landscapes are those places made sacred by the lives and deaths of our ancestors” (NP)</p> <p>“Ngāti Tapu whakapapa shows an unbroken chain of occupation in Tauranga Moana since the 1400s and it has cultural interests with Pā sites within proximity to the Port of Tauranga. It is Ngāti Tapu whakapapa that situates Ngāti Tapu amongst the hapū and iwi of Tauranga Moana and Ngāti Tapu whakapapa gives it the mana to speak to the draft Fast Track application and its impacts on Te Awanui and our cultural values” (NTapu)</p> <p>“Identity - Te Awanui   Tauranga is linked to the identity of local hapū and iwi, which is expressed through our interwoven connection to the whenua and the moana” (NTUK)</p> <p>“The Port’s application, even with the proposed conditions, represents a continuation of the historical pattern of encroachment upon our marine spaces,</p>
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			<p>undermining the whakapapa relationships between tangata whenua and Te Awanui" (TMICFT)</p> <p>"The ongoing impact of industrial operations builds on the historical loss of whenua and alienation of Ngāti Kuku from our ancestral lands ... these are devastating impacts that continue to echo across generations and which, in essence, are an extension of raupatu — an insidious, modern-day dispossession that continues to strip Ngāti Kuku of their rights, erode our whakapapa connection to the whenua, and undermine our ability to exercise self-determination, heal our taiao, and pursue prosperity for our future generations" (NKHT)</p>
<b>Whanaungatanga / Kotahitanga / Mahi tahi</b>	NTapu, TMICFT, NTRST, NKHT	<p>"Whanaungatanga and Kotahitanga are ubiquitous values held across Ngāi Māori" (NTapu)</p> <p>"Whanaungatanga embraces whakapapa and focuses upon relationships. Individuals expect to be supported by their relatives near and distant, but the collective group also expects the support and help of individuals" (NTapu)"</p>	<p>"Ngāti Tapu stands in solidarity with those that may oppose the proposed Fast Track application. If mitigation measures are proposed by other hapū or iwi within Tauranga Moana, Ngāti Tapu supports those groups and their Rangatiratanga to achieve those outcomes. Te Awanui is shared but other groups'</p>

	<p>“Collaborating and sharing knowledge to achieve better collective outcomes” (TMICFT)</p> <p>“the ability of Ngāi Te Rangi to wānanga in whakapapa kōrero and share matauranga in sites of significance” (NTRST)</p> <p>“Whanaungatanga is the foundation of relationships that holds people, place, and practice together. Concepts of belonging and collective responsibility, for each other and for the environment, are embedded in whanaungatanga. Through whanaungatanga we understand not just who we are as individuals, but who we are collectively” (NKHT)</p>	<p>cultural interests and values will differ depending on their location and their experience.” (NTapu)</p> <p>“TMICFT specifically engaged in this process to gain a good understanding of what Tauranga Moana iwi and hapū thought about the Stella Passage development and reconsenting plans. This assisted with our limited ability to engage widely with our three iwi and many hapū within the restricted timeframe. The effect of kotahitanga and alignment between the parties participating was positive” (TMICFT)</p> <p>“As kaitiaki, tangata whenua carry intergenerational responsibilities to ensure that taonga species like pipi are protected, nurtured, and sustained for future generations. The consistent absence of mature pipi across survey points, despite strong juvenile recruitment, undermines tikanga such as: Whanaungatanga with the</p>
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			<p>environment — we rely on these species to maintain cultural traditions, identity, and food sovereignty” (TMICFT)</p> <p>“The displacement of our people away from Whareroa due to historic raupatu and compulsory acquisitions and continued industrial pollution has severed our whanaungatanga ties and serves to further undermine us as a people” (NKHT)</p>
<b>Ngā Pōtikitanga</b>	NPTT	“Ngā Pōtikitanga captures the essence of what it means to be Ngā Pōtiki. When an uri or iwi member is strong in their identity as Ngā Pōtiki, their wellbeing is strengthened” (NPTT)	“Te Tāhuna o Rangataua is the epicentre of our Ngā Pōtikitanga. Our ability to undertake cultural practices at Te Tāhuna o Rangataua upholds our sense of identity, for example, the gathering of mahinga kai enables us to connect to ancestral waters and customary food gathering practices. Providing our mahinga kai to our manuhiri is to practice manaakitanga which also enhances our mana – these values contribute to our Ngā Pōtikitanga. However, the establishment and ongoing operation of multiple activities on

			the edges of Te Tāhuna o Rangataua have generated adverse effects – cumulatively, the adverse effects have resulted in the decline in the abundance, diversity and integrity of our pātaka kai” (NPTT)
<b>Oranga</b>	TMICFT	“Ensuring the welfare and sustenance of all living things remains sustainable” (TMICFT)	“TMICFT obligations are to prioritise the active protection of our rohe moana to not only ensure the area does not deteriorate further, but that our moana is enhanced and improved for the sustenance and survival of future generations. This requires a baseline assessment of successive and long-term degradation and destruction already suffered by Te Awanui prior to and since the Port was established” (TMICFT)
<b>Mauri</b>	NRIS, NRFT, TKWT, NT, NP, NTapu, TMICFT, NHR	“Life force, vital essence, bonding element maintaining interconnectedness within the natural world” (NRIS)  “the life force that generates, regenerates, and upholds creation – it is the bonding element that knits all diverse elements together and holds together the fabric of the universe” (NRFT)  “Mauri, in te ao Māori, is the essential life force or vital essence that permeates all things. It is the spark of life, the binding energy that unites the physical and spiritual dimensions of existence. While often translated simply as “life force,” mauri	“Mauri links Ngāti Ranginui closely with Waikareao, Mauao, Te Awanui, and Te Toka a Tirikawa, underpinning practices like manaaki tangata (hospitality), wānanga (knowledge sharing), and ensuring the oranga (wellbeing) of the community and environment.” (NRIS)

	<p>has a rich meaning that encompasses health, vitality and integrity. Every living being – and even “non-living” elements like water, rocks, or a place – has mauri. It is the presence of mauri that allows something to exist within its own right and thrive.” (NT)</p> <p>“Mauri is life force, it is the life force essence” (NTapu)</p> <p>“the life force that generates, regenerates and upholds creation – it is the bonding element that knits all diverse elements together and hold together the fabric of the universe. Mauri is the interconnectedness of all diverse elements of the taiao and understands that impacts to one element effects all elements of the universe” (NHNR)</p>	<p>“For Ngāti Ranginui, the value of mauri means the life force of all living things that exist as interconnected energy supporting the life of all the diverse elements of the universe. When mauri is thriving, our environment is thriving; when mauri is diminished, our environment suffers. The protection and enhancement of mauri is a key kaitiaki responsibility of Ngāti Ranginui.” (NRFT)</p> <p>“mauri binds together the inland freshwater systems, estuaries, wetlands, and the ocean. The mauri of Te Awanui reflects the mauri of our people.” (TKWT)</p> <p>“Te Awanui has mauri (lifeforce) which is diminishing with each new developmental impact on our sacred moana” (NT)</p> <p>“As kaitiaki we are focused on the mauri of Te Moana o Tauranga as an entity in its own right. Everyone who has a stake in the ability of the moana to support us all to thrive culturally, socially, ecologically and</p>
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		<p>“The mauri of Te Awanui is inextricably linked to the mauri and wairua of Ngāti Tapu and even broadly Tauranga Moana, Tauranga Tangata. The mauri of Te Awanui is held in the highest of regard by Ngāti Tapu as it has been a provider in times of need, and it is a source of identity” (NTapu)</p> <p>“As mana whenua, we stress that this project and its impacts must be considered holistically, and placed within the broader historical context of Tauranga Moana, including TMICFT’s obligations and rights as custodians to prioritise and protect the mauri (life and vitality) of this zone” (TMICFT)</p> <p>“When wai is clear and pristine this indicates that the ecosystems that connect to wai are thriving which indicates Mauri is thriving as the underlying energy of these universal elements ... The mauri of</p>	<p>“economically has to behave better.” (NP)</p>
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			Te Awanui connects to and supports the mauri of these surrounding taonga waterways, as such it is critical the wai within Te Awanui must be clear and pristine” (NHNR)
<b>Mana</b>	NRFT, NT, NP, NTapu, NHNR, NKHT	<p>“the authority Ngāti Ranginui hold, as delegated by ngā Atua and through their position as tangata whenua, to make decisions and take action within their rohe” (NRFT)</p> <p>“Mana is a fundamental concept in Māori society, often translated as spiritual authority, power, or prestige. It is something one can possess or inherit, but it must be upheld and is contingent on rightful conduct and recognition by others. Mana comes from the gods (mana atua) and one’s ancestors (mana tupuna), and is expressed by people (mana tangata) through leadership, influence, and the ability to affect the world” (NT)</p> <p>“Mana is a broad concept “combining notions of psychic and spiritual force and vitality, recognised authority, influence and prestige, and ... power and ability to control people and events” (NTapu)</p> <p>“the authority Ngāti Ranginui hold, as delegated by ngā Atua and through their position as mana whenua, to make decisions and take action, within their rohe” (NHNR)</p>	<p>“Mana is the authority held by Ngāti Ranginui, as tangata whenua of Tauranga Moana, to make decisions and take action within our rohe. This mana is the source of our tino rangatiratanga which was guaranteed and affirmed by Te Tiriti o Waitangi which guarantees Ngāti Ranginui tino rangatiratanga over our land, waterways and taonga. Our mana is also the source of our role as kaitiaki in our rohe, a role inherited through whakapapa to taiao and Atua Māori” (NRFT)</p> <p>“the mana of Te Moana o Tauranga supercedes all else” (NP)</p> <p>“Our mana, rangatiratanga, and mana motuhake over our moana and taiao are being systematically undermined, eroding our ability to</p>

			exercise authority over our own environment" (NKHT)
<b>Mana whenua</b>	NT, NTapu		<p>"since the arrival of the Takitimu waka, Ngāi Tamarāwaho has and continues to remain in Tauranga Moana as tangata whenua over the area proposed for development at Sulphur Point and therefore has mana whenua over this area" (NT)</p> <p>"Ngāti Tapu exercises mana whenua in the areas shaded in the attached plan" (NTapu)</p>
<b>Mana moana</b>	NT, NTapu	<p>"we identify the importance of the moana as a source of strength, identity and connection as an extension of our tangata whenua status as a hapu. Mana moana refers to mana as it relates to the moana (ocean) – essentially, authority and custodial power over marine areas and resources."</p>	<p>"Today, mana moana in environmental planning manifests as the recognition of Māori leadership and decision-making power in marine and coastal matters. It is increasingly acknowledged that iwi and hapū must have a say in what happens in their coastal waters – not only because of legal Treaty rights, but because mana and identity are at stake." (NT)</p> <p>"To the extent that the whenua adjoins the moana, Ngāti Tapu asserts mana moana, but recognises that other hapū with</p>

			Tauranga Moana share these areas with Ngāti Tapu" (NTapu)
<b>Mana Tangata</b>	NPTT	"Mana Tangata as the mana (authority or power) of, and from, the people" (NPTT)	"The Mana Tangata of Ngā Pōtiki is reflected through manaakitanga, both the provision of pātaka kai species to manuhiri, and by permitting access to our mahinga kai to other hapū and iwi" (NPTT)
<b>Mana Ranginui</b>	NRIS, NHNR	"Authority, prestige, influence; rooted in whakapapa, affirmed by Te Tiriti o Waitangi, guiding decision-making and leadership." (NRIS)	"Mana Ranginui reflects the iwi's authority over resources and decision making processes, reinforcing sustainable management and kaitiakitanga through both traditional and contemporary governance structures." (NRIS)
<b>Mana Motuhake</b>	NRIS, NHNR	"Separate identity, autonomy, reflecting self determination and independence." (NRIS)	"Mana Motuhake affirms mana whenua, the significance of pepehā, and whakapapa ties. It's embodied in ancestral sites such as Ōtamataha Pā, Gate Pā, Te Ranga, reinforcing iwi autonomy and kaitiakitanga." (NRIS)
<b>Rangatiratanga</b>	NTRST, NKHT	"the ability to engage with decision makers about the wellbeing of Te Awanui through a Rangatira to Rangatira framework, both at a governance level and an operational level" (NTRST)  "Rangatiratanga is entwined with whakapapa, kaitiakitanga, and mana and encapsulates our enduring right to sovereignty, and mana motuhake" (NKHT)	"In addition to the roles and responsibilities of being kaitiaki to Te Awanui and the cultural practices associated with Te Awanui, the ability to exercise rangatiratanga is an important value that Ngāi Te Rangi hold in

			<p>association to Te Awanui. In this context, rangatiratanga is the ability to make decisions, and act in conjunction with decision makers for the wellbeing of Te Awanui. Reon Tuanau described this value in a contemporary context: <i>Our approach is always Rangatira to Rangatira. We would like there to be a parallel structure for us to meet with the Port to meet with at all levels. I don't think the Port really understand the cultural impacts the developments have on us. At the moment cultural considerations are ad hoc and we aren't represented at the highest levels to provide those cultural insights</i>" (NTRST)</p> <p>"Our mana, rangatiratanga, and mana motuhake over our moana and taiao are being systematically undermined, eroding our ability to exercise authority over our own environment" (NKHT)</p>
<b>Utu</b>	NTapu	"At the heart of utu is the premise that balance must be restored through reciprocity. Utu is usually proportionate to the imbalance that has been created" (NTapu)	"From our perspective, there has been an imbalance that has been generated over time by the Port and the industry that services and

			<p>accesses the Port. From our perspective the Port makes massive profits but does not give back to its provider (Te Awanui), in our view what is given back is disproportionate to the cultural damage done to Te Awanui” (NTapu)</p>
<b>Tapu</b>	NTapu		<p>“Te Awanui is viewed as a culturally significant body of water. When our dead pass away we believe part of their journey from Waikari Marae is along Te Awanui to ascend the summit of Māuao before they begin their journey of their tupuna to Hawaiki nui, Hawaiki roa, Hawaiki pamamao” (NTapu)</p>
<b>Wairuatanga</b>	NTUK, TMICFT, NTRST	<p>“Spiritual connection” (NTUK)</p> <p>“Honouring the spiritual dimension of the moana and sustaining its life force across all living things” (TMICFT)</p> <p>“the ability to engage in cultural practices including karakia and cultural ceremonies in sites of significance” (NTRST)</p>	<p>“The harbour is intertwined with the spiritual beliefs and traditions of the local Māori community” (NTUK)</p> <p>“from a mātauranga-informed perspective, the mere presence of contaminants in taonga species is an issue of wairua and mauri degradation” (TMICFT)</p>

			<p>“Graeme Borrell summarises the impacts of the Port expansions by questioning the impacts of economic growth and its impact on Tauranga Moana iwi: <i>It seems that the Port has concentrated on economics, what about the wairua and mauri of the harbour? The Port are going to be using the harbour specifically to make money, they are not going to be worrying about the wairua and the mauri when this is more important than money</i>” (NTRST)</p>
<b>Taonga / taonga tuku iho</b>	NRIS, TKWT, NT, NP, NTapu, NHNR	“Treasure or heirloom, encompassing significant landmarks, natural resources, ancestral knowledge, and sacred sites.” (NRIS)	<p>“Taonga connects Ngāti Ranginui to sites like Mauao, Te Awanui, Waikareao Estuary, and Taurikura, emphasizing ecological and spiritual responsibilities through kaitiakitanga, mahinga kai practices, and preservation of cultural artifacts such as Te Matau and koneke (sledges)” (NRIS)</p> <p>“[Te Awanui is] an intergenerational treasure that nourishes Waitaha through kai, identity, tikanga, and the exercise of kaitiakitanga” (TKWT)</p>

			<p>“the disturbance of Paritaha represents not just environmental loss but also a cultural blow, as these shellfish beds are regarded as taonga (treasures) and even as ancestral sites in a metaphorical sense” (NT)</p> <p>“The pivotal nature of the relationship between Ngāti Pūkenga and the taonga that is Te Moana o Tauranga, as well as the extent to which we have shared the stewardship of that body of water is reflected in: 1. whakapapa 2. tikanga and kawa 3. its use as a kete kai” (NP)</p> <p>“Te Awanui is a tāonga to Ngāti Tapu, as it is to all hapū and iwi of Tauranga Moana. It is a marker of Ngāti Tapu identity and it has been a provider of kaimoana feeding generations of our people” (NTapu)</p>
<b>Sites of significance</b>	NT		<p>“It is important to keep our sight lines from our sites of significance to a maunga tupuna, Mauao. Key sightlines that would be affected by this development include Huria marae, Otamataha Pa, Otumoetai</p>

			Pa, Motuopae, Puketoromiro, Orini Pā and others" (NT)
<b>Mātauranga</b>	NRIS, NRFT, TMICFT, NTRST, NHNR	<p>“Knowledge, wisdom, understanding passed through generations, deeply embedded in tikanga” (NRIS)</p> <p>“the knowledge and practices handed down through generations of Ngāti Ranginui” (NRFT)</p> <p>“Sharing ancestral wisdom equal to knowledge from the modern world” (TMICFT)</p> <p>“the knowledge and practices handed down through generations of Ngāti Ranginui which represent and solidify the connections represented by Honoruru” (NHNR)</p> <p>“the ability to protect and exercise matauranga o Ngāi Te Rangi with respect to mahinga kai, taonga and wahi tapu.”</p>	<p>“Mātauranga Ranginui includes knowledge of ecosystem rhythms, demonstrated by understanding seasonal shifts in kaimoana availability and the use of traditional techniques for fishing and gathering food. Mātauranga is evident in the connections represented by Honorūrū” (NRIS)</p> <p>“Mātauranga Ranginui is the knowledge systems and world view of Ngāti Ranginui. Mātauranga Ranginui is created and built upon through interaction with the world around us, it informs our relationship to taiao, Te Awanui and the taonga within. Mātauranga Ranginui is an intergenerational taonga, handed down through generations, with each generation building upon the knowledge they have received from our tupuna through their own observations of the world” (NRFT)</p>

			<p>“The loss of access, alteration of habitats, and further industrialisation of Te Awanui imposes restrictions on our customary practices and diminishes our ability to pass on mātauranga Māori to future generations” (TMICFT)</p> <p>“Mātauranga Ranginui is created and built upon through interaction with the world around us. Mātauranga Ranginui informs the Ngāti Ranginui relationship to the taiao, to Te Awanui and the taonga within” (NHNR)</p>
<b>Manaakitanga</b>	NTUK, NKHT	<p>“Caring for others” (NTUK)</p> <p>“Manaakitanga is central to our tikanga and way of life. We hold a deep obligation to manaaki others, especially our manuhiri, but also to the wider community living within our rohe, including those who come into our rohe to work at the Port or in the associated industrial businesses that neighbour us” (NKHT)</p>	<p>“The harbour and sourcing kai for others was seen as an important cultural practice for our whanau. We would collect kai and then share with others” (NTUK)</p> <p>“The inability to exercise manaakitanga represents a deep loss and profound cultural harm. It erodes our sense of identity, pride, and dignity, and undermines our self-sufficiency and prevents us from living as Māori. We remain resolute in our vision to restore our</p>

			ability to fulfil our manaaki obligations and this underpins our opposition to continued, unabated pollution and industrial expansion” (NKHT)
<b>Aroha / Awhina</b>	TMICFT	<p>“Demonstrating care, love, and respect for people and the moana” (TMICFT)</p> <p>“Offering assistance and care to ensure health and safety are not compromised” (TMICFT)</p>	<p>“The application, as currently proposed, is misaligned with the policies and aspirations outlined in the IMP. While some mitigation measures may exist, the cultural, environmental, and governance principles at the heart of the IMP demand deeper partnership and a higher threshold for environmental care. Without significant adjustment to process, participation, and protection, the proposed development risks undermining iwi relationships with Te Awanui, Tauranga Moana and compromising the mauri of the moana for future generations” (TMICFT)</p>
<b>Kaitiakitanga / Kaitiakitanga of Taonga Species and Ecosystems</b>	NRIS, NT, NP, NTapu, NTUK, NTRST, NPTT,	<p>“Guardianship, stewardship, trusteeship; responsibility to protect and care for the environment” (NRIS)</p> <p>“Guardianship of native plants and animals holding deep cultural significance.” (NRIS)</p>	<p>“Kaitiakitanga reflects the responsibility for customary fisheries, marine resources, and habitats in Tauranga Moana. It involves active protection of taonga species.” (NRIS)</p>

NHNR, NKHT	<p>“translated as guardianship or stewardship, but in a Māori worldview it signifies a sacred duty of care for the environment grounded in whakapapa (deep kinship) and wairuatanga (spiritual connection). As people of the land and sea (tangata whenua / tangata moana) we see our role not of ownership of these resources but as guardians for its protection now and for future generations. In practice, kaitiakitanga manifests in numerous ways, especially in the marine environment” (NT)</p> <p>“the active practices of spiritual and physical tiaki, or guardianship, also referred to as kaitiakitanga” (NTUK)</p> <p>“Guardianship of resources; promoting best practices, pursuing quality, and sustainability of the moana and its taonga within” (TMICFT)</p> <p>“the ability to protect mahinga kai, and exercise use of mahinga kai” (NTRST)</p> <p>“Kaitiakitanga is a Ngā Pōtiki value that expresses the responsibility of Ngā Pōtiki to protect and enhance the mauri of taiao” (NPTT)</p> <p>“Our kaitiakitanga is an unextinguished, inalienable right and duty over our moana and whenua, and our knowledge and cultural practices, embedded in our indisputable whakapapa. It is through being kaitiaki in action, in accordance with our mātauranga and tikanga, that we exercise our mana and rangatiratanga.</p>	<p>“Protecting taonga species like kina, pāua, kūtai, pipi, and kōura, ensuring sustainable harvesting and ecosystem health” (NRIS)</p> <p>“This deep reverence for the natural features of Tauranga Moana (such as Mauao – Mount Maunganui, and the estuaries and islands) means any alteration to them is felt personally by the people of Ngāi Tamarāwaho” (NT)</p> <p>“Our approach to kaitiakitanga is governed by a process that necessarily faces the need to find ways of reconciling diverse (sometimes diametrically opposed or disparate) values, priorities and practices whilst also upholding our whakapapa links with Te Marae o Tangaroa and in this case Te Moana o Tauranga in particular” (NP)</p> <p>“Ngāti Tapu have kaitiaki duties to protect the mauri of Te Awanui. Te Awanui has provided for our people for centuries. Its cultural and spiritual significance to Ngāti Tapu is integral to our Ngāti Taputanga.</p>
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	<p>When the environment is degraded and unsafe, or we alienated from our whenua, we are prevented from fulfilling our kaitiaki obligations. This has profound effects on the health of our people and our ability to protect our future generations from harm” (NKHT)</p>	<p>Therefore, it is incumbent upon us as beneficiaries of Te Awanui to tiaki Te Awanui, to tiaki its mauri for future generations” (NTapu)</p> <p>“Our hapū has a long-standing role as kaitiaki (guardians) of Te Awanui, ensuring that environmental balance is maintained for future generations. Any industrial development, particularly one of this scale, has the potential to disrupt the ecological systems that support traditional food sources, alter the visual and cultural landscape, and impact the health and well-being of the hapū” (NTUK)</p> <p>“Our ability to carry out kaitiakitanga is directly undermined by this proposal. The loss of access, alteration of habitats, and further industrialisation of Te Awanui imposes restrictions on our customary practices and diminishes our ability to pass on mātauranga Māori to future generations” (TMICFT)</p>
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		<p>“Ngāi Te Rangi are concerned that the use of the Fast-Track process, for the purposes of national interests will further exacerbate and undermine the ability of Ngāi Te Rangi to exercise kaitiakitanga, and fulfil its cultural obligations” (NTRST)</p> <p>“Potential or actual effects generated by the Proposed Works on Ngā Pōtiki Kaitiakitanga reflect the Ngā Pōtiki worldview, ‘ki uta ki tai’ (from the mountains to the sea), which recognises that ‘everything is connected’ ... This is especially relevant to Te Awanui and Te Tāhuna o Rangataua, which, from a Ngā Pōtiki perspective, are connected parts of a whole systems – Te Awanui is the only tidal inlet to Tāhuna o Rangataua” (NPTT)</p> <p>“The ability of Ngāti Kuku to exercise our role as kaitiaki, in accordance with our mātauranga and tikanga, is being eroded. The expansion of the Port threatens to</p>	
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			irreversibly damage the mauri of our taonga, compromising the integrity of our guardianship” (NKHT)
<b>Kaimoana / Effects on kaimoana</b>	NRIS, NT, NHNR	<p>“Seafood; relationship with traditional and contemporary gathering, preparation, and sustainability” (NRIS)</p>	<p>“Involves sustainable harvesting of species like kina, pāua, kūtai, pipi, and koura, connected to whakapapa and manaakitanga” (NRIS)</p> <p>“Ngai Tamarāwaho have been affected by the cumulative effects of development including the Port of Tauranga dredging of the harbour and construction of the wharf at Sulphur Point. In this report and the video that has been produced (‘Voices of Ngai Tamarāwaho’), we record the ongoing depletion of kai moana including pipi beds, tuangi, kukuroro, titiko, tio, tupa as well as patiki and mullet” (NT)</p> <p>“Tauranga, literally the place of safe harbour, has been renowned for its expansive safe harbour and plentiful supply of kaimoana which our hapū has traditionally relied upon for sustenance. History</p>

			records the abundance of kaimoana within the inner harbour, however, with developments within the City including but not limited to the Port, the habitat of the inner harbour has been contaminated and food sources over the years have been threatened with extinction" (NT)
<b>Te Ukaipo</b>	NTUK	"Sustenance"	"The harbour holds immense cultural significance, being a taonga (treasure) and a key source of sustenance for whānau, hapū, and iwi of Tauranga Moana" (NTUK)
<b>Ngā Manu / Effects on manu</b>	NRIS, NT, NHNR	"Birdlife; environmental indicators and spiritual significance" (NRIS)	"Species like the karoro act as environmental indicators and protectors of the sea" (NRIS)  "The kuaka has key landing sites in Tauranga including next to our marae in Waikareao estuary and at Sulphur Point. This development will impede the kuaka (which is a culturally significant bird) from settling locally and sever the link with our tupuna who recognised them as a tohu of where to travel ... Kororā – also known as the blue penguin and has colonies of up to

			800 at Mauao and nearby sites (Western Bay Wildlife Trust)" (NT)
<b>Waimarino</b>	NRIS, NHNR	“Water quality literally, calm (marino) water(wai); responsibility for maintaining water quality and ecosystem health” (NRIS)	“Reflects the relationship with freshwater and marine environments, ensuring sustainable practices to preserve water quality” (NRIS)
<b>Wahi mataitai-o-nehera</b>	NTUK	“Historical connections” (NTUK)	“Te Awanui has been a customary harvesting ground for many generations, and it continues to be an important area for traditional food gathering at tauranga ika, or pataka kai” (NTUK)
<b>Sacred waterways</b>	NT		“our pūrākau show that both sides of Sulphur Point are regarded as sacred waterways” (NT)
<b>Marine Biosecurity</b>	NRIS, NHNR	“Protecting marine ecosystems from invasive species and harmful activities.” (NRIS)	“Marine Biosecurity supports kaitiakitanga by protecting traditional fishing grounds and ensuring sustainable harvests of kaimoana. The establishment of Mātaitai Reserves reinforces iwi authority over marine resources” (NRIS)
<b>Impact of Increased Traffic Flows</b>	NT		“with the expansion to the Port the main vehicle connections through Tauranga go right beside our marae (Huria) and our urupā (Motuopae)

			along Takitimu Drive. This road then travels through our culturally significant area of Kōpūrererua which includes several sites of significance including Orini Pā in the Te Auetu valley and Puketoromiro Pā. Puketoromiro Pā was severed in two when construction of this highway proceeded. The increased road traffic affects the safety of our people as well as increases the visual and noise effects through Kōpūrererua and Takitimu Drive.”
<b>Mana Taiao</b>	NHNR		

As can be seen from some of the gaps in the table above, not every value that was identified in the CVRs had an explicit description or paragraph that provided an explicit statement that connects that value to the project. Whilst these values have no doubt informed the content of the CVRs, the gaps have been left because, as noted at the beginning of this document, the approach taken has been to not speculate.

The values most commonly included in the CVRs were: tikanga, mauri, mana, taonga, mātauranga and kaitiakitanga. The interconnections between the values and the impacts on the iwi/hapū of Tauranga Moana come through clearly in the CVRs, with how the values, places and effects are described and outlined together. The interconnection theme also runs through the values in how they are often linked to broader matters than those just specific to the Port’s project, but are nonetheless tied together and related to the project either directly or indirectly.

## Mitigations

This table lists all of the mitigation options and ideas included in the CVRs and provides a summary description of the mitigations proposed. The CVRs themselves should be referred to for the full descriptions of the mitigations and for the rationale (where one is provided) for why the particular mitigations are proposed. Some of the mitigations have been grouped where they are broadly similar but, unless an identical mitigation is proposed, separate rows are used so that any differences between the ideas can be distinguished.

Number	Mitigation	Iwi/hapū that suggested this mitigation	Summary of the mitigation
<b>Process mitigations</b>			
1.	Deferral of application	NT	The processing of this application be deferred until POTL engages meaningfully with the hapū on the issues raised in this CVR
2.	Defer submitting application	NRIS	Defer submitting the Fast-track consent application until the issues raised within this CVA have been meaningfully discussed and addressed through direct engagement with Ngāti Ranginui whānau, hapū and iwi. Furthermore, adequate time must be provided to ensure meaningful engagement not only within Ngāti Ranginui, which is a hapū-centric iwi, but also with our wider moana whanaunga – other iwi, hapū, Māori trusts, and relevant groups who also hold significant interests in Te Awanui.
3.	Agree mitigation measures with iwi/hapū before lodging application	NPTT	The POTL agrees to a process with iwi / hapū on how cultural effects and mitigation measures will be included in the Application, including seeking written approval from iwi / hapū before lodging the Application with the EPA.
4.	Reform of Technical Reporting	NRIS	All existing technical reports must be rewritten by Māori experts or co developed with tangata whenua to ensure cultural integrity. Future reports must be co-developed with tangata whenua or written by culturally competent experts. Reports must be approved by relevant iwi and hapū, ensuring genuine partnership rather than a procedural exercise. Where NZ guidance isn't

			available, rely on those of Australia, including the Australian Government 2009 Assessment of Dredging Materials.
5.	Treaty settlement assessment and endorsement	NTRST	<p>Embed Treaty settlements as a core legal test in its substantive application to the Environment Protection Authority and not just as a cultural overlay.</p> <p>Include a detailed Treaty Settlement Consistency Assessment in its application documents similar to what is required in a Resource Management Act Part Two analysis.</p> <p>Formally seek endorsement from the Settlement Trust that the application is consistent with the Crown's settlement obligations.</p>
6.	Co-develop consent conditions	NTRST	Co-develop consent conditions with Ngāi Te Rangi.
<b>Relationships, governance and joint/collective group/committee mitigations</b>			
7.	Te Mana o te Moana o Tauranga Design Group	NP	A group made up of Whareroa Marae, Ngā Pōtiki, Ngāi Te Rangi, Ngāti Ranginui and Ngāti Pūkenga, that would develop a strategic framework, a comprehensive monitoring strategy, and a plan for including whānau, hapū, iwi and community engagement in the design and implementation of monitoring systems and in the decision frameworks/processes.
8.	Joint research funding committee	NRIS	Establish a joint funding committee consisting of an equal number of Ngāti Ranginui and POTL members to set research priorities and allocate, monitor, and review research projects.
9.	Appointments to existing proposed groups	TKWT	Appoint Te Kapu o Waitaha to the Stella Passage Development Advisory Group (SPDAG)
10.	Discuss the terms and scope of the SPDAG	NPTT	The terms and scope of the SPDAG are discussed at a wānanga between tangata whenua, the Port and Bay of Plenty Regional Council, prior to terms being finalised and provided with the Application

11.	Relationship agreement with Te Kapu o Waitaha	TKWT	A binding agreement between TKWT and the Port to: acknowledge TKWT as the PSGE under their Settlement Act; co-develop long-term strategies for sustainable cultural and ecological practice; ensure equitable and compulsory Waitaha inclusion in all development stages; establish robust economic, environmental, and cultural sustainability mechanisms; embed protections for wāhi tapu, Rangataua, and estuarine systems; and, enable mana-enhancing relationships between Waitaha and Port leadership.
12.	Relationship agreement with Ngāti Ranginui Fisheries Trust	NRFT	NRFT + POTL to enter a relationship agreement that sets out expectations for mana enhancing engagement and lays the platform for building a long overdue and meaningful relationship between NRFT and POTL..
13.	Relationship agreement with Ngā Pōtiki	NPTT	The Trust and POTL enter into a Relationship Agreement
14.	Harbour-wide relationship agreement	NPTT	The POTL to discuss with Ngā Pōtiki establishing a harbour-wide relationship agreement, including other agencies that impact Te Tāhuna o Rangataua to identify restorative actions to address the decline of our pātaka kai.
15.	Meaningful relationship building	NT	The most important first step is for POTL to enter into meaningful relationship building and understanding with Ngāi Tamarāwaho hapū to work together on any development or plans for the Port at Sulphur Point
16.	Formalised hapū involvement in governance of the harbour's management	NT	Embed Ngāi Tamarāwaho (and other relevant hapū) into the ongoing governance of the harbour's management. The conditions already propose a Tauranga Moana Advisory Group – this should be actioned and given real influence. Ngāi Tamarāwaho should have a seat at the table whenever environmental management decisions or reviews of consent conditions happen. By having an official liaison group (as a condition of consent), the hapū's voice is not just during consultation but throughout the project's lifespan.
17.	Strengthening Partnership and	NRIS	Investigating and establishing a formal Ngāti Ranginui position on the POTL Board to ensure tangata whenua participation in governance and strategic

	Governance Influence		direction. Embedding Māori perspectives and environmental guardianship within the POTL operations by co-designing cultural and environmental policies with Ngāti Ranginui. Ensuring ongoing implementation and accountability of commitments made under the relationship agreement, with clear reporting, engagement structures, and measurable actions
18.	Stronger co-governance agreements	NTUK	Stronger co-governance agreements ensuring Ngāi Tukairangi hapū (alongside Whareroa marae and Ngāti Kuku) has decision-making power in ongoing environmental management in relation to all aspects of works by the POTL, particularly in reference to the whenua, and moana near-by.
19.	Co-governance opportunities for adaptive management of ecological risks	NTUK	Co-governance opportunities for adaptive management of ecological risks are established by way of an oversight group, that includes Ngāi Tukairangi hapū representation
20.	Recognition of rangatiratanga and co-governance	NKHT	Recognition of Ngāti Kuku's rangatiratanga. Co-governance agreements for implementation of conditions addressing environmental degradation
21.	Regular hui	NT	Regular hui between Port executives and hapū leaders (perhaps quarterly) can keep communication open.
<b>Environment protection and restoration mitigations and Monitoring mitigations</b>			
22.	Water Quality and Marine Life Protection	NT	Implement strict controls on dredging operations to reduce sedimentation and turbidity (e.g., use of silt curtains or doing works in stages). All discharges to water must be treated or contained. Regulatory water quality monitoring with results shared, and if any decline in water quality or marine ecology is detected, adaptive management steps should kick in. Establish exclusion zones or timing windows to protect vulnerable species, for example, avoid dredging during fish spawning seasons.
23.	Ensure protection from further	NRIS	Ensure protection from further deterioration of kaimoana stocks from within Te Awanui, including areas surrounding Motuotau, Moturiki, Mauao, Panepane, <sup>14</sup> and Te Paritaha o Te Awanui.

	deterioration of kaimoana stocks		
24.	Expand existing ecological mitigation projects	NT	Continuing the Pipi Enhancement Programme (translocating pipi from impacted areas like Paritaha to safe beds) restocking shellfish once construction is over, and creating new habitats (artificial reefs or mussel spat ropes under wharf structures) to compensate for habitat loss
25.	Environmental mitigation measures	NKHT	Protection zones surrounding Whareroa and other sensitive areas, noise barriers to protect Whareroa Marae, prevention of ships berthing adjacent to the marae, requirement for vessels to use shore power when docked to reduce emissions, ongoing environmental monitoring funded by POTL, including continuous air, soil, and water quality monitoring, prevention of dredging on the eastern side of Stella Passage, and reduction of emissions profiles for vessels and industrial activities.
26.	Improved dredging techniques	NTUK	Improved dredging techniques (e.g., controlled overflow systems to reduce sediment plumes). Assessment of less invasive dredging equipment to reduce ecological disruption. Offshore disposal site evaluations for dredged sediments, if not repatriated.
27.	Pollution Control and Response	NT	The Port should operate on a “best practice” basis for environmental management. Strengthen measures for controlling potential pollution from port operations. This includes high standards for stormwater infrastructure. Air quality around the port should also be managed: although not a large emissions source compared to nearby industry, the port should ensure dust from reclamation fill or exhaust from machinery is minimised (through dust suppression and modern low-emission equipment). Extend air quality monitoring to Sulphur Point and share those results too.
28.	Maintenance and monitoring of equipment and measure	NRIS	Ensure outflow controls, machinery, and sediment/ stormwater management measures are regularly maintained, inspected, and monitored to ensure their effectiveness

29.	Stormwater treatment	NRIS	Ensure stormwater treatment devices are regularly maintained, inspected, and monitored to determine their effectiveness.
30.	Taonga Species Restoration	NRFT	POTL to fund Ngāti Ranginui to scope, create and implement a Taonga Species Restoration Plan.
31.	Kaimoana Enhancement Programme (KEP)	TMICFT	<p>POTL to develop a new Kaimoana Enhancement Programme (KEP) in conjunction with and led by TMICFT. The KEP's purpose is to understand the state of taonga species that may be affected and develop and implement ongoing enhancement projects.</p> <p>POTL will provide an initial funding \$2 million to TMICFT for the development of the KEP prior to carrying out any works. POTL will provide an ongoing annual payment to TMICFT comprised of 50% of the import/export levy [see row 74]</p> <p>The KEP will provide for: kaimoana enhancement projects; monitoring provider that ensures monitoring is guided by mātauranga, and includes culturally appropriate data analysis; upskilling of kaitiaki to replace the monitoring provider; development of a mātauranga guided kaimoana monitoring programme; implementation of customary fisheries management tools; monitoring and investigating sources of contaminated taonga kaimoana species; identification of taonga species habitat areas and nursery grounds and implementation of a management plan to address issues; and adoption of an intergenerational approach to build capacity of next generation of kaitiaki, including scholarships, training, internships and employment of staff.</p> <p>The initial KEP shall be completed by TMICFT within 6 months. Any failure to deliver the initial KEP will not prevent the commencing of works. TMICFT will hold primary decision-making authority with respect to the KEP. Projects under the KEP will be informed by Mātauranga Māori. The Consent Holder will ensure the KEP is reviewed by TMICFT every 3 years, meeting all costs.</p>

32.	Input into POTL Documents	NRFT	Input into POTL Documents: Marine Mammal Management Plan and Avifauna Management Plan
33.	Restoration initiatives	NTUK	Restoration initiatives, including reseeding kaimoana stocks and reinforcing vulnerable shorelines. A precautionary approach is necessary, ensuring any unexpected effects are addressed promptly.
34.	Decision making over restoration projects and environmental monitoring	NKHT	Full recognition of Ngāti Kuku's role as kaitiaki with decision making powers over restoration projects, environmental monitoring, and resource management within the rohe
35.	Restoration of health, biodiversity and habitat	NKHT	Comprehensive programme to restore the health and biodiversity of Te Awanui, designed with and operationalised by Ngāti Kuku. Establishment of a Restoration Fund administered by Ngāti Kuku for the life of the consent. Habitat restoration, removal of contaminants, and ecological rehabilitation.
36.	Long-term marine habitat restoration	NTUK	Long-term marine habitat restoration (e.g., seagrass replanting, artificial reef projects and other initiatives identified by TMICFT).
37.	Habitat Restoration and Offsets	NT	The principle is offsetting: ensure that for any loss of ecological value at Sulphur Point, an equivalent or greater gain is made somewhere accessible to the hapū. As compensation for the ecological footprint of the expansion, the Port and hapū can partner in restoration projects elsewhere in Tauranga Moana. This is already partly addressed by Ngā Mātarae – a trust that funds harbour health initiatives. Support projects of particular interest to Ngāi Tamarāwaho. Continued or increased funding will help offset the harbour modification.
38.	Shellfish protection, restoration and monitoring	NTUK	Pre-dredging relocation of shellfish and vulnerable species and re-seeding shellfish beds in affected areas. Monitoring species populations pre- and post-dredging.
39.	Migratory fish passage barriers	NRIS	Ensure tuna heke and migratory species are unobstructed during migration.

40.	Protection of Mauao and Te Kuia Rock	NRIS	Ensure Mauao and Te Kuia rock are adequately protected from any proposals to cut into the Tanea Shelf. Avoid any potential damage to Te Kuia rock when cutting into the Tanea Shelf. Ensure any deepening of the channel in the Mauao and Te Kuia Rock area will not impact scour.
41.	Monitoring systems	NP	Systems that monitor te mana o Te Moana o Tauranga for the duration of the project and into the future. Would be designed to: measure the impact of the Port's decisions, choices and trade-offs; monitor ecological effects; build baseline mātauranga and data; and, provide remediation/enhancement advice to the Te Mana o te Moana o Tauranga Design Group (see row 7).
42.	Time series monitoring	NRIS	Provide access to Ngāti Ranginui of existing Port time series and webcam facilities, and install and maintain time series and webcam facilities on Mauao to monitor species presence (to be agreed with the Mauao Trust).
43.	Environment effects assessment	NPTT	The POTL undertake further assessment of environmental effects, considering the cumulative, harbour catchment-wide impacts of the Port's operation at Te Tāhuna o Rangataua since its inception
44.	Water quality monitoring	NRIS	Agree on an independent water quality monitoring and reporting regime with Ngāti Ranginui
45.	Stronger air and water quality monitoring around the marae	NTUK	Stronger air and water quality monitoring around the marae, with real-time data accessible to hapū representatives tied to remediation frameworks with appropriate funding and training for tangata whenua-led monitoring
46.	Real-time sediment monitoring	NTUK	Real-time sediment monitoring, with sensors placed at kaimoana beds or seabed areas. Real-time turbidity monitoring to trigger adaptive mitigation responses. Mitigation measures must include stricter monitoring and hapū oversight and participation.
47.	Stormwater inspections	NRIS	Provide for on-request and where practicable opportunities for Ngāti Ranginui representatives to undertake periodic site visits of Port stormwater structures and facilities

48.	Groundwater / freshwater flow path assessments	NRIS	Assess the groundwater/ freshwater flow paths of Te Awanui to ensure that saltwater intrusion will not impact culturally significant water features.
49.	Sediment monitoring	NRIS	Monitor bioaccumulation of contaminants in sediment biota pre- and post dredge, within the buffer zone. Track the travel path of contaminants in the turbidity plume during dredging, beyond the buffer zone in the immediate environment.
50.	Earth filter treatment device	NRIS	Trial and monitor the effectiveness of the earth filter treatment device for a period of three years and three different outfall structures.
51.	Monitoring wider and indirect effects	NRIS	Assess the indirect effects of the proposed dredging programme on the rest of the Harbour and wider incremental changes throughout the whole environmental system, with inclusion of Mātauranga Māori. Adequate assessments must be undertaken for the wider environmental system to evaluate the indirect effects of dredging and disposal.
52.	Tangata Whenua cultural and environmental monitors	NRIS	Ensure Tangata Whenua cultural and environmental monitors are contacted in ongoing monitoring of the dredging sites and programmes.
53.	Co-designed monitoring programme	NKHT	Co-designed monitoring programme led by Ngāti Kuku as relevant to Ngāti Kuku's rohe.
54.	Hapū-led environmental monitoring and remediation frameworks	NTUK	Hapū-led environmental monitoring and remediation frameworks ensuring cultural values inform ecological assessments and remediation measures
55.	Inclusion of reps in environmental monitoring and remediation	NTUK	Inclusion of Ngāi Tukairangi hapū representatives in environmental monitoring and remediation programs is provided for and funded by the POTL

56.	Comprehensive Monitoring (Mātauranga and Western Science)	NT	A robust environmental monitoring plan that blends scientific methods and mātauranga should be adopted. This could include Māori environmental indicators (such as the health of particular indicator species important to the hapū, or observations by kaitiaki divers)
57.	Mātauranga monitoring for Te Tāhuna o Rangataua	NPTT	The POTL help to resource the production, implementation of mātauranga monitoring relating to Te Tāhuna o Rangataua. This could form part of the MMP
58.	Pātaka kai and taonga species be included as environmental indicators	NPTT	Pātaka kai and taonga species are included as tohu / environmental indicators in a mātauranga monitoring programme for Te Tāhuna o Rangataua (in accordance with recommendation in Mana Tangata – [row 57])
59.	Mauri model monitoring framework	TKWT	Implement a Mauri Model framework for monitoring Te Awanui's cultural and ecological wellbeing.
60.	Cultural Landscapes Assessment	NRFT	An assessment of the impacts of the Project on the cultural landscapes of Ngāti Ranginui.
61.	Cultural monitoring	TKWT	Require cultural monitoring and adherence to Waitaha tikanga
62.	Monitoring of Cultural Effects	NT	Monitor cultural effects via a Cultural Monitoring Plan, where hapū can outline indicators of cultural health (like frequency of cultural harvest, qualitative health of spiritual connection as gauged through interviews, etc.) and track them over time. If these indicators show a decline potentially attributable to the port operations, then adaptive measures or additional mitigations could be triggered.
63.	Cultural Effects Monitoring and Mitigation Plan	NRIS	Provide for a Cultural Effects Monitoring and Mitigation Plan consistent with the consent conditions, to genuinely understand the ongoing effects on cultural values, particularly the mauri of the receiving environment
64.	Comprehensive Cultural Effects Assessment	NRIS	Resourcing an assessment that is comprehensive and allows significant internal engagement to inform the assessment.

65.	Adaptive management practices	NRIS	Provide for ongoing improvement practice (adaptive management) where adverse effects have been identified, and provided for either structural improvement or non-structural solutions.
66.	Information in monitoring reports	NRIS	Provide information in monitoring reports on precise contaminant loads, including contaminant type and quantity
67.	Provision of monitoring information	NRIS	Provide monitoring reports and data on request from tangata whenua groups, including Ngāti Ranginui.
68.	Discovery protocols for wāhi tapu and kōiwi	TKWT	Establish discovery protocols for wāhi tapu and kōiwi in partnership with Waitaha experts
69.	Accidental Discovery Protocol	NT	Accidental Discovery Protocols must be rigorously followed: cease work, inform iwi, involve archaeologists and kaumātua to make decisions. Ideally, agreements should be in place ahead of time about how to handle such finds (for example, if kōiwi are found, Ngāi Tamarāwaho and related iwi will guide reburial in a culturally appropriate location, with ceremony and privacy).
70.	Enforcement action by the Port	NRIS	Enforcement action by the Port for non-compliance of other high-risk leased facilities where breaches of consent conditions have been identified.
<b>Resourcing and commercial opportunity mitigations</b>			
71.	Resourcing for proposed mitigations	NP	Substantive resourcing will be needed from the Port of Tauranga for the Design Group (see row 7), its Mātauranga and Science teams and its strategies, plans, modelling, and remediation and mitigation proposals
72.	Restoration funding	TKWT	Fund and enable Waitaha-led restoration of habitat, shellfish beds, native planting, and pollution mitigation  Ensure funding for cultural heritage protection, restoration, and youth engagement
73.	Ngāti Ranginui environmental fund	NRIS	Provide a Ngāti Ranginui environmental fund to: a. Contribute toward the Ngāti Ranginui Resource Management Portfolio. b. Contribute toward an illustrated/pictorial publication on Te Awanui place names and associated

			narratives from a Ngāti Ranginui perspective. c. Sponsor a person of Ngāti Ranginui descent to present an academic paper at a national and international environmental conference annually.
74.	Te Awanui Restoration and Protection Fund	NRIS	A levy should be imposed on every container entering POTL. This levy will fund a Te Awanui Restoration and Protection Fund, governed through a co-governance model (50% tangata whenua, 50% local council and other stakeholders, including the Port), similar to the Waikato River Authority
75.	Mitigation and remediation funding	NTUK	Mitigation and remediation funding to support local hapū-led conservation efforts, including restorative projects and ongoing cultural mitigation projects
76.	Levy applied to users of Port and administered by a representative group	NTapu	We would seek that a levy be applied to users of the Port of Tauranga on a tonnage basis. For example, containers could attract a \$1 fee per container that is imported/exported from the Port and that \$1 is then applied to the representative group that would oversee the administration of the fund. The group would also have a mandate to apply that funding towards enhancing and have the power to be proactive about achieving its purpose.
77.	Import/export levy	NTUK	An import / export levy is imposed as a condition of consent to provide appropriate mitigation and remediation funding for all cultural and environmental monitoring and mitigation measures required, linked to the increased volumes of cargo coming through the Port and the increased environmental effects accruing.
78.	Environmental enhancement fund for ongoing research of Te Awanui	NRIS	Establish an environmental enhancement fund for ongoing research of Te Awanui. Research will focus on environmental enhancement, restoration practices for kaimoana species within Te Awanui, and indirect effects of POTL activities on the rest of Te Awanui.
79.	Ngāti Ranginui infrastructure development fund	NRIS	Establish a Ngāti Ranginui infrastructure development fund to: a. Contribute toward the construction of a Ngāti Ranginui whare taonga. b. Establish a marae grant programme - \$100,000 per annum (10 Ngāti Ranginui marae at \$10,000 each).
80.	Funds for Marae revitalisation	NKHT	Funding for Whareroa Marae revitalisation, including upgrades to facilities and kohanga reo.

81.	Contributions to existing funds	TKWT	Allocate annual contributions to a Waitaha Cultural and Environmental Fund
82.	Resource for health assessments	NKHT	Resourcing to conduct annual health assessments for whānau.
83.	Bond for remedial work	NRIS	Submit a bond to the consenting authority to address any remedial work required to repair any environmental damage caused by channel dredging. The bond should be negotiated between POTL, the consenting authority, and tangata whenua, including Ngāti Ranginui iwi and hapū.
84.	Remuneration mechanism	TKWT	Include remuneration mechanisms and long-term economic pathways for Waitaha development
85.	Compensation for Ngā Pōtiki	NPTT	The POTL compensate Ngā Pōtiki for the benefits they have gained from as a result of the desecration and destruction of Mangatawa.
86.	Commercial and job opportunities	TKWT	Guarantee Waitaha participation in procurement, employment, and leadership opportunities
87.	Ngāti Ranginui Wānanga	NRFT	POTL to resource a series of wānanga to be held over the term of the consent and for as long as POTL occupies Te Awanui. The wānanga will be aimed at revitalising Mātauranga Ranginui. Higher education opportunities also resourced to provide support for wānanga.
88.	Capacity building of the hapū	NT	Provide for two hapū internships to work in the Port of Tauranga.
89.	Scholarships for rangatahi	NT	Provide one scholarship per year for a Ngai Tamarāwaho rangatahi to attend the University Marine studies (or similar) research facility based at Sulphur Point Tauranga
90.	Mentorship, Internship, and Secondment Programme	NRIS	Develop and implement a mentorship, internship, and secondment programme for Ngāti Ranginui in the POTL, – including in Quayside Holdings
91.	Title and leasing of reclaimed areas	NT, NRIS	Any reclaimed land should be vested in tangata whenua with POTL leasing these areas for a defined term and paying an annual lease acknowledging historical and ongoing loss.

92.	Vesting land title of reclamations and lease back to POTL	NTUK	Conditions requiring that the land title to any reclamations of the moana be vested in Ngāi Tukairangi and other hapū / iwi holding mana whenua status with respect to the particular reclamation areas. A lease over the reclamations be granted to POTL for the life of the consents with rights of renewal tied to the renewal of future consents and fair market rental of such areas to be negotiated with POTL
93.	Purchase and lease back of property at Sulphur Point	NT	The Port's purchase and lease back of Tauranga City Council surplus property at Sulphur Point on behalf of the hapū where the leases pay back the property purchase over time. These surplus properties have been identified by Tauranga City Council, and as part of its policy must be first offered to mana whenua to purchase, at 65 – 73 Cross Road and 85 Cross Road.
94.	Purchase and maintenance of trees to be planted in Kōpūrerua Valley and surrounding area of Ngai Tamarāwaho	NT	The increase in containers that travel past our marae and through Kōpūrerua Valley could be mitigated by the Port investing in the growing of eco-sourced trees, in the valley and surrounding areas of Ngāi Tamarāwaho. This mitigation would include the purchase of the trees from our local nursery at normal market rates, as well as the planting and maintenance of these trees (provided as a one-off fee per tree).
95.	Economic Opportunities	NT	Mitigation can also involve creating economic benefits for the hapū to offset cultural costs. The construction and operation of the expanded port can include opportunities for Māori employment, apprenticeships, and contracts. POTL could set targets or initiatives for hiring from local hapū for port jobs, or supporting hapū businesses.
<b>Education and cultural practices mitigations</b>			
96.	Environmental education	TKWT	Provide environmental education aligned with mātauranga Māori
97.	20-year development plan	NRIS	Provide a 20-year development plan for the POTL to ensure Tangata Whenua values are not in conflict with future proposals
98.	Cultural inductions	TKWT	Deliver compulsory cultural induction for Port staff and contractors
99.	Cultural induction programme	NT	Cultural Induction program for construction crews and port staff can be implemented – where Ngāi Tamarāwaho representatives educate workers

			about the history and significance of the area, proper behaviour if koiwi or taonga are found, and basic tikanga (like not eating food on sites during certain activities, etc.)
<b>100.</b>	Cultural Capability and Capacity Building	NRIS	POTL and all incoming vessels must implement robust cultural capability and capacity-building initiatives by: a. Providing mandatory cultural training for all staff. b. Establishing cultural protocols for vessels entering the harbour c. Embedding Mātauranga Māori into port operations through ongoing tangata whenua engagement
<b>101.</b>	Karakia and ceremonies	TKWT	Require karakia and ceremonies before work phases
<b>102.</b>	Cultural Protocols and Participation	NT	Incorporate Māori cultural protocols into the project's lifecycle. Invite Ngāi Tamarāwaho to conduct karakia (blessings) at key milestones. This could include regular visits by kaumātua (elders) to bless workers or site areas, and performing rituals if any tapu (sacred) objects are uncovered
<b>103.</b>	Maintaining Access for Māori	NT	Ensure that Ngāi Tamarāwaho (and other iwi) retain or gain access to certain areas for cultural activities. For instance, if parts of the new reclamation or adjacent shoreline can be safely accessible at certain times, the Port could facilitate harbour visits or harvests by the hapū. Perhaps setting aside agreed times when hapū members (with safety escorts if needed) can gather mussels off the wharf piles or fish from a designated spot. At the very least, the Port could support the hapū in accessing alternative sites: e.g., providing boat transport to other shellfish beds or supporting mussel spat collection efforts for the hapū's use.
<b>104.</b>	Improved access to traditional fishing area	NTUK	Improved access to traditional fishing areas, including hapū-led monitoring and restoration of kaimoana habitats and seabeds
<b>105.</b>	Access to mahinga kai	NKHT	Access to Te Awanui and traditional mahinga kai sites restored.
<b>106.</b>	Acknowledge and Protect Wāhi Tapu	NT	Formally recognise significant cultural sites in its vicinity and ensure our protection. For known sites like Motuopāe Island or Otamataha, mitigation

			includes having buffer zones or ensuring project engineers understand those are “no-go” areas for any ancillary work or future expansion
107.	Cultural Recognition and Education	NT	The Port should work with the hapū to implement our proposals for acknowledgment. This could result in tangible outcomes like erecting a pouwhenua (carved post) at the port entrance that tells of Taurikura and the hapū’s guardianship. Additionally, including local Māori history in port displays or visitor tours can educate the wider public and port users about the significance of the place.
108.	Cultural landscape assessment	NPTT	The Trust requests POTL resource a cultural landscape assessment to better understand effects to Ngā Pōtiki landscapes from the Port.
109.	Establish pou to acknowledge cultural landscape	NPTT	The POTL to support and resource Ngā Pōtiki to establish pou at Mangatawa to acknowledge our cultural landscape and recognise the loss suffered by Ngā Pōtiki to the benefit of POTL.
110.	Establish story boards to educate on history and significance of cultural landscapes	NPTT	The POTL in partnership with Ngā Pōtiki and other Tauranga Moana iwi / hapū establish story boards to educate the wider community about the history and significance of cultural landscapes in the area.
<b>Viewshafts, visual or aesthetic mitigations</b>			
111.	Visual and Aesthetic Mitigation	NT	Use colours and designs for new structures that blend a bit more with the natural surroundings (e.g., crane paint that is less garish, if feasible). Perhaps incorporate Māori design elements on new buildings or sound barriers – for instance, panels with artistic motifs that tell the story of Tauranga Moana or Ngāi Tamarāwaho’s connection. Landscaping the edges of the reclamation with native coastal plants (like flax, salt-marsh ribbonwood, etc.) not only softens the visual line but provides material that Māori can use (flax for weaving) and habitat for birds.
112.	Viewing platform or cultural interpretive area	NT	Create a viewing platform or cultural interpretive area near Sulphur Point (outside the secure zone) where the public and hapū can come to overlook the

			harbour, with signage explaining the cultural landscape (pointing out Motuopāe, Mauao, etc., with our stories).
113.	Minimize cultural and environmental landscape impacts	NTUK	Cultural viewshaft preservation, ensuring key vantage points to Mauao remain unobstructed. Adaptive lighting solutions, including low-glare fixtures and shielded LED systems to reduce light pollution. Coastal buffer zones, incorporating native planting to soften industrial intrusion into the natural landscape. Collaborative design input from Ngāi Tukairangi, ensuring new infrastructure respects the cultural integrity of the environment. Tangata whenua engagement to undertake native planting including species selection and resourcing to allow exercise of kaitiakitanga. Support and resourcing for local Matariki ceremonies in agreed culturally appropriate locations to minimise additional light pollution impacts on these practices.
114.	Comprehensive management plan for noise and lighting	NTUK	Noise and lighting management plans to reduce disruption during major marae events - even to the point of restricting works on the Port, as they directly impact the operations of the marae. A comprehensive management plan is required.
<b>Conditions to align with plans, term of consent and review</b>			
115.	Conditions aligning with NZCPS and plans align with hapū narratives and concerns	NTUK	Conditions ensuring alignment with the NZCPS 2010, the BOP RPS, and the BOP Regional Plan are inclusive of Ngāi Tukairangi hapū narratives and concerns
116.	Ensure all iwi/hapū management plans are referred to and acknowledged in cultural and environmental offsets	NTUK	Strengthening cultural and environmental offsets to address adverse effects and ensuring all iwi, hapū and management plans, including those specifically referencing Ngāi Tukairangi hapū are referred to and acknowledged

<b>117.</b>	Term of consent	NRIS	Ensure the term of consent is appropriate and allows for the implementation of new or developing technology to treat stormwater and improve dredging technology
<b>118.</b>	Resource Consent Term Review	NRIS	POTL resource consents should be limited to a 10-year term, with renewals contingent on: a. Measurable improvements in environmental and cultural outcomes. b. Active engagement with tangata whenua. c. Compliance with cultural and environmental mitigation measures.
<b>119.</b>	Consent review clause	NRIS	Introduce a consent review clause subject to the timing of the proposed Coastal Environmental Plan being made operative to ensure consistency with objectives, policies, and rules.
<b>Other</b>			
<b>120.</b>	Consideration of unassessed impacts	NTUK	Remedial works are undertaken to ensure the impact of the Port on increased drug trafficking; freight impacting on roadways; and increased traffic and train usage due to increased demand, are considered within the conditions of the application
<b>121.</b>	No new heavy industry and relocation of existing heavy industry	NKHT	No new heavy industry, or increased activity to occur, including no new wharf construction. Relocation of the heavy industry associated with the Port to commence from now.

There are 121 rows in the above table outlining the mitigations proposed in the CVRs. However, if these were to be implemented, the total number of mitigations would be less than the number of rows as some of the mitigations are broadly similar enough that they could be combined into one mitigation. For example, rows 98 and 99 each propose a cultural induction programme of some kind, but if this mitigation were to be implemented it is likely that just one programme would be developed and delivered.

Some of the mitigations proposed are more fully developed, and others would require additional engagement to ascertain exactly what is being proposed or how they would work. There are many that would involve resourcing to some level, and budgets/quantums of funding would need to be worked through if those mitigations were progressed.

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Some of the mitigations would take a lot of time to develop, whereas others outline mitigations that are similar to those already proposed by POTL in the application that wouldn't need as much time for development.

The Ngā Hapū o Ngāti Ranginui Settlement Trust CVR noted that “The Trust is aware that in the Environment Court and in Cultural Values Reports prepared for this project other Ngāti Ranginui entities have provided suggestions as to potential mitigation measures. The Trust does not oppose mitigation measures. However, there has been no scope for discussion of these measures in the compressed timeframe in which the Trust has been required to respond to POTL. Also, and more importantly, there is much more scope to explore these measures through the normal consenting process that meets the requirements of the Ngāti Ranginui settlements”.

Additionally, the Ngāi Te Rangi Settlement Trust CVR comments on the draft consent conditions and raises some concerns, particularly in relation to the proposal to establish a Stella Passage Development Advisory Group. In brief, their concerns are:

- the concept has not been developed alongside Ngāi Te Rangi and there has been a failure by POTL to recognise that Ngāi Te Rangi consider that its role is to work alongside POTL to develop any role and function of the entity,
- doesn't reflect rangatiratanga and Ngāi Te Rangi would expect the membership would be comprised of Ngāi Te Rangi, Ngāti Ranginui and Ngā Pōtiki and POTL governors, whereas there is no indication the POTL nomination would be a governor,
- Te Awanui is indivisible and Ngāi Te Rangi seek that any entity is holistic and encompasses the entirety of Te Awanui,
- the scope of the group is so marginal that there is no meaningful way that the advisory group will feed into the strategic direction and practical application of POTL's intention to uphold the wellbeing of Te Awanui.

Lastly, whilst they are overall opposed to the project and consider the conditions suggested by POTL as inadequate, and without singling particular conditions out, the Ngāti Kuku Hapū Trust state they are supportive of conditions: that recognise mana whenua; which give back to Te Awanui and its people through restoration and enhancement activities; which provide absolute protection for sensitive and significant areas; that centre mātauranga Māori and tikanga in restoration, monitoring, and reporting, and which address utu to restore balance. They also note some types of conditions that do not go far enough, for example: advisory groups; measures that merely monitor in the absence of conditions that reduce impacts; lack of mitigations or conditions for effects on the moana or the taiao; projected operational benefits can't stand alone from conditions to support these outcomes from eventuating; utu and reasonable compensation for impacts that cannot be mitigated must form a central part of any condition framework. They also include in their CVR

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a table with actions to address adverse impacts, which include ones they suggest could be consent conditions (which are included in the mitigation table above), along with actions that could be done through agreement with POTL and highlighting those that would require involvement of a third party.

## Key themes

This table includes a selection of key themes that are drawn from a reading of the CVRs. Similar to caveat noted with the values earlier, just because a group didn't include a statement in their CVR that could be explicitly linked to a key theme, that doesn't necessarily mean that the key theme isn't important to that group. However, what is included in the table below is just what was presented in the CVRs.

Key theme	Iwi/hapū groups or entities that include this key theme in their CVR	Descriptions
<b>Explicit opposition to the Fast-track application and/or to Port expansions generally</b>	NRIS, NT, NP, NTapu, NTUK, TMICFT, NTRST, NPTT, NHNR, NKHT	<p>“Ngāti Ranginui strongly and fervently opposes the application made by the POTL for a Fast-track Approvals Act resource consent” (NRIS)</p> <p>“Ngāti Ranginui opposes the POTL application under the Fast-Track Approvals Act (FTAA) due to its significant and lasting cultural and environmental impacts on Te Awanui” (NRIS)</p> <p>“As a hapū we are the most affected than any hapū or iwi on the Tauranga side of the harbour and strongly and fervently oppose this development.” (NT)</p> <p>“we reject any proposal to extend the Port of Tauranga out of hand and that, in turn, also means we do not support the fast track application” (NP)</p> <p>“Ngāti Tapu opposes greater exploitation of Te Awanui for commercial benefit at the expense of Ngāti Tapu cultural values. In other words, we oppose the proposed Fast Track application” (NTapu)</p>

		<p>“Ngāi Tūkairangi hapū’s view of this SPD application is therefore blunt - we oppose the application - on the grounds outlined in this report” (NTUK)</p> <p>“TMICFT is strongly opposed to the Port’s resource consent application” (TMICFT)</p> <p>“The Settlement Trust oppose the Consent Application on the basis that the proposed works will diminish the mauri of Te Awanui, and in turn the mauri of Ngāi Te Rangi” (NTRST)</p> <p>“The Trust is opposed to the Project. In taking positions against developments, Māori are often unfairly characterised as anti-development or acting against the public good. In actual fact, what Ngā Pōtiki have been seeking since 1840 is reciprocity and balance. Like the others before it, this Application fails to provide any reciprocity or balance” (NPTT)</p> <p>“The POTL project is not appropriate for the fast-track process and should instead proceed through the normal resource consenting process” (NHNR)</p> <p>“Ngāti Kuku oppose the Port’s application and seek that the application be declined under s85 FTAA” (NKHT)</p>
<b>Environmental effects from the project and significant historic and ongoing environmental and other effects of the current Port reclamation</b>	NRFT, NT, TKWT, NP, NTapu, NTUK, TMICFT, NTRST, NPTT, NHNR, NKHT	<p>“A significant area of Te Awanui has already been reclaimed by the Port removing an area of Te Awanui Ngāti Ranginui have had a relationship with for hundreds of years” (NRFT)</p>

<b>space and current Port activities</b>	<p>“In 1912, the Tauranga Harbour Board was created without consultation, ignoring our connection to Te Awanui. Reclamations, waste, and port development destroyed the foreshore” (NRIS)</p> <p>“There is a mountain of evidence presented formerly (and no doubt will be presented again) that sets out the destructive impacts the Port and its actions have had on the whānau, hapū, iwi and communities who live with the consequences of those actions” (NP)</p> <p>“the Port’s activities — including dredging, reclamation, and increased industrial traffic— directly conflict with the tikanga-based obligations of Ngāti Ranginui, to protect the mauri of Te Awanui and uphold their role as kaitiaki” (NRIS)</p> <p>“The harbour’s mauri must be maintained or enhanced, not further diminished. There is also concern about potential biosecurity risks – bigger ships could introduce invasive marine species that prey on or compete with native species” (NT)</p> <p>“The proposed development poses significant risks, including ... Environmental degradation of marine and estuarine ecosystems ... Erosion of mauri, diminishing spiritual and ecological integrity.” (TKWT)</p> <p>“Oppose any further adverse effects as a result of dredging” (NTapu)</p> <p>“The POTL SPD presents significant technical challenges and risks to the hydrodynamic regime, marine ecology, air quality, and cultural landscapes” (NTUK)</p>
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		<p>“The Port has presented technical assessments based on the current status of Te Awanui and seeks only to mitigate against potential negative effects resulting from the present application, without reference to the cumulative environmental degradation Te Awanui has already endured over time” (TMICFT)</p> <p>“The proposed application threatens to further erode the mauri of the moana through continued alienation, environmental degradation, and disregard for tangata whenua governance and kaitiakitanga of the harbour and its marine taonga” (TMICFT)</p> <p>“Customary fisher Graeme Borrell describes the changes of Te Awanui during his lifetime: <i>There has definitely been a depletion of kaimoana in Te Awanui, There has been total depletion of some kaimoana we used to collect. These changes have happened within my living memory ... The biodiversity of Te Awanui will definitely change [with the Port dredging]. The water flows and the water temperature will change with the dredging. Any little effect has a chain reaction, and the proposed dredging is not a little effect which means the chain reaction will be greater</i>” (NTRST)</p> <p>“the impacts of the Crown’s actions in our takiwā have been devastating, causing irreversible harm to te taiao, eroding our customary practices, and undermining the very foundation of Ngā Pōtiki identity. The establishment of the Port is a reminder of our loss – a symbol of foreign systems that have been imposed upon us at great cost to our whenua, moana, and people” (NPTT)</p> <p>“The POTL project will have significant impacts on Te Awanui and its surrounding environs. These impacts will be in addition to the existing impacts of the Port and port operations” (NHNR)</p>
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		<p>“Today, the moana no longer reflects the same plentiful resource it once did. The once-abundant waterways referred to as Te pātaka kai a Taiao now lie heavily degraded and increasingly inaccessible. Sacred sites on the whenua such as Whareroa Marae sit under constant threat from the cumulative effects of pollution, noise, heavy traffic, and the expansion of heavy industry. The Port proposes further reclamation and expansion, intensifying the alienation of Ngāti Kuku from our ancestral waters, increasing the degradation of our environment, and eroding our ability to exercise our tikanga and kaitiakitanga” (NKHT)</p>
<b>Inadequacies of the process and/or engagement by the Port, and short timeframes</b>	NRFT, NRIS, NP, NTapu, TMICFT, NTRST, NPTT, NHNR, NKHT	<p>“NRFT expects a sophisticated engagement approach from POTL given POTL is a large corporate entity with significant resource available to it” (NRFT)</p> <p>“NRFT does not support POTL’s engagement approach as it does not provide NRFT an opportunity to input into the terms of engagement as an equal partner with POTL. This is not mana enhancing” (NRFT)</p> <p>“The Port must take the necessary steps to engage in a fair, transparent, and inclusive process before this application proceeds any further” (NRIS)</p> <p>“the Port of Tauranga has failed to engage us in anything other than a “check the box” approach which we inevitably regard as insincere” (NP)</p> <p>“The short timeframes have also restricted NRFT’s ability to effectively participate” (NRFT)</p> <p>“adequate time must be provided to ensure meaningful engagement not only within Ngāti Ranginui, which is a hapū-centric iwi, but also with our</p>

		<p>wider moana whanaunga – other iwi, hapū, Māori trusts, and relevant groups who also hold significant interests in Te Awanui” (NRIS)</p> <p>“Earlier engagement with Ngāti Tapu and greater timeframes provided would have afforded the authors more time to wānanga with Ngāti Tapu uri” (NTapu)</p> <p>“The restricted timeframe to first understand the new FTA process and then to review the multitude of technical assessments exacerbated the ability to widely engage with our people. It also restricted our ability to access available experts within a short timeframe. Immense quantities of information needed to be reviewed by our small team within a small window of time” (TMICFT)</p> <p>“The Settlement Trust have been concerned about the consultation period timeframes by which to prepare the CVA Report, and in particular to consult the nine hapū that it has the mandate to represent” (NTRST)</p> <p>“The Trust has felt that the POTL approach to engagement with Ngā Pōtiki has been poor and tokenistic. Unfortunately, the POTL’s decision to engage in the FTA process has resulted in a compressed timeframe for iwi / hapū to review and respond to the POTL’s materials, a lack of communications with the Trust, and insufficient and inconsistent access to critical information. This has significantly affected Ngā Pōtiki’s ability to engage in the process meaningfully and does not uphold our principles for engagement” (NPTT)</p> <p>“The procedural and substantive requirements of the Ngāti Ranginui and TMIC Deeds of Settlement have not been met. The Trust was only approached by POTL about the project in the last 2-3 months. The</p>
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		<p>opportunities for meaningful engagement have therefore been limited and further constrained by the timeframes imposed by POTL” (NHNR)</p> <p>“We are required to be consulted under section 11 of the FTAA before the application is lodged. Yet the POTL has not consulted with us. It has simply presented us with information and has taken no account of the feedback we have previously provided to it. This is not consultation. The Port’s Fast-track application has breached the statutory requirements of the FTAA for consultation and assessment of effects. It also represents a material breach of the Crown’s obligations under Te Tiriti o Waitangi and a failure to uphold the rights and interests of Ngāti Kuku as tangata whenua” (NKHT)</p>
<b>Engagement should start with relationship building and/or a partnership approach</b>	NRFT, NT, TKWT, NTapu, NTRST, NPTT	<p>“Engagement should be based on decades of relationship building between POTL and tangata whenua given POTL have occupied Te Awanui since 1953” (NRFT)</p> <p>“The most important first step is for POTL to enter into meaningful relationship building and understanding with Ngāi Tamarāwaho hapū to work together on any development or plans for the Port at Sulphur Point” (NT)</p> <p>“we seek a partnership approach where the port’s development objectives are adjusted to align with Ngāi Tamarāwaho’s cultural objectives, so that both can coexist with minimal conflict. This is a constructive stance: rather than outright opposition, we are advocating for modifications and conditions that would make the expansion culturally palatable” (NT)</p>

		<p>“Te Kapu o Waitaha Trust looks forward to a strategic, enduring partnership that upholds the mana of our people and the mauri of Te Awanui” (TKWT)</p> <p>“While the Port is not our Te Tiriti partner, as a responsible corporate citizen of Aotearoa. It should do more to foster relationships with tangata whenua by lifting its standards beyond the low bar set in the Resource Management Act 1991” (NTapu)</p> <p>“The Settlement Trust consider that POTL engage in a meaningful relationship with Ngāi Te Rangi to advance both the aspirations of Ngāi Te Rangi and POTL. To this end, Ngāi Te Rangi seek active and ongoing engagement at governance and operational levels to ensure the mauri of Te Awanui is enhanced and a least harm approach is taken to any further works in Te Awanui by POTL” (NTRST)</p> <p>“The relationship between Ngā Pōtiki and the Port is not as straightforward as those iwi / hapū whose rohe includes Te Awanui. However, we have set out that there is a relationship and in light of the history of Ngā Pōtiki and the Port (as set out in the Treaty Settlement section above), the Trust considers that the relationship between Ngā Pōtiki and the Port should be explored to understand what that relationship is and how best to uphold a mana enhancing partnership” (NPTT)</p>
<b>Effects of the project on cultural values</b>	NRFT, NRIS, NT, TKWT, NTapu, NTUK, TMICFT, NTRST, NPTT, NKHT	<p>“the Port significantly restricts our access to Te Awanui, physically preventing Ngāti Ranginui from undertaking the Ngāti Ranginui cultural practices” (NRFT)</p> <p>“Ngāti Ranginui cultural values—anchored in whakapapa, tikanga, and kaitiakitanga—are fundamental and non-negotiable. The scale of the</p>

	<p>port's expansion poses a direct threat to these values and undermines their ability to protect their whenua and moana for future generations. The impacts extend beyond environmental concerns, touching on the very survival of Ngāti Ranginui cultural identity" (NRIS)</p> <p>"the project's impacts are far-reaching – touching the environment, social fabric, and spiritual heart of the hapū. Tauranga Moana is not empty water to be filled or dredged at will; it is an ancestral taonga, imbued with history and life" (NT)</p> <p>"The proposed Stella Passage Development threatens to fragment this connected system. Dredging, expansion, and hard infrastructure do not just alter the physical harbour—they interfere with these intrinsic relationships, severing the lifelines between the maunga, the awa, and Te Awanui" (TKWT)</p> <p>"The proposed development poses significant risks, including: - Disturbance of wāhi tapu and cultural landscapes ... Loss of customary access and rights" (TKWT)</p> <p>"If the utu is not proportionate to the hara (sin), a diminishment of mana can occur. That diminishment can affect all involved both the perpetrator and the recipient. In an ongoing sense, this could create relational issues for generations unless that harmony is restored. It underlines the importance of the POTL taking seriously the cultural values that Ngāti Tapu say are impacted by the Fast Track application" (NTapu)</p> <p>"The activities that continue to sever our relationship with the moana, by way of increased industrial programming for economic progression is</p>
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		<p>tantamount to the inability of a weeping scab to be healed, over decades and decades" (NTUK)</p> <p>"Whether we describe these factors through an assertion of matauranga Māori, or tikanga Māori, or tangata whenua, or mana whenua. The fact still remains, our cultural values through which we assess our relationship to the moana and our whenua strongly suggests tangible depletion, severe environmental impacts, and long-term degrading modification of cultural practices as a result of being disconnected to who we are and what we do with our moana"</p> <p>"Without significant adjustment to process, participation, and protection, the proposed development risks undermining iwi relationships with Te Awanui, Tauranga Moana and compromising the mauri of the moana for future generations" (TMICFT)</p> <p>"There is a history of expedient moves to expand the Port for the purposes of the national interests resulting in negative cultural, environmental and social impacts on Ngāi Te Rangi and, it's cultural values and practices" (NTRST)</p> <p>"The cultural effects generated by the Proposed Works will contribute to the cumulative impact of numerous activities that degrade Te Tāhuna o Rangataua. The assessment of potential and actual effects on our values is centred in a harbour catchment-wide approach that considers the whole of Te Awanui / Tauranga harbour, including Te Tāhuna o Rangataua. This Assessment identifies cultural effects on Ngā Pōtiki values - Mana Tangata, Ngā Pōtikitanga and Kaitiakitanga" (NPTT)</p>
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		<p>“For Ngāti Kuku, our identity, wellbeing, and tikanga are inextricably bound to the moana, our whenua and the taiao — what affects the environment affects us. The continued expansion of the Port not only increases pollution and environmental degradation but also deepens the physical and symbolic disconnection from our ancestral lands and waters. It reinforces long-standing disruptions to our way of life and undermines our ability to live in peace, as mana whenua, at Whareroa” (NKHT)</p>
<b>Effects of the project on Treaty settlement rights and obligations</b>	NRIS, NRFT, TMICFT, NTUK, NTRST, NPTT, NHNR	<p>“The Ngāti Ranginui Deed of Settlement affirms Crown recognition of historical grievances and establishes protections including mana whenua, wāhi tapu, taonga species, and joint resource governance. The proposed project risks undermining these obligations. The Crown must uphold the commitments made to Ngāti Ranginui in the Deed of Settlement.” (NRIS)</p> <p>“There are relevant principles and provisions of Treaty settlements, including fisheries settlements whereby the redress of those settlements affects natural and physical resources that the Port development, including its Project, cannot be disconnected from” (NRFT)</p> <p>“We believe that the fast-track application by the Port of Tauranga for the construction of the Stella Passage and the Dredging Reconsenting is a direct threat to our work and to our Treaty settlement rights. We are not satisfied that the proposal in its current form adequately addresses our concerns, or that its benefits in either economic or environmental terms outweigh its potential risks and significant adverse effects.” (TMICFT)</p> <p>“Ngāi Tukairangi Hapū Trust is a Treaty Settlement Entity, and</p>

		<p>as such, we should be recognised appropriately within the terms of the FTAA (see p.42); and also because we are the hapu with mana whenua status in the area where the expansion and dredging will occur" (NTUK)</p> <p>"The Treaty Settlement between the Crown and Ngāi Te Rangi looks back to the historical foundations of Tauranga Moana and the harm caused by past decisions. The Deed of Settlement highlights that POYTL [sic] is a direct beneficiary of past Crown breaches and that the current and future expansions must actively mitigate this legacy of breaches to Ngāi Te Rangi" (NTRST)</p> <p>"Ngāi Te Rangi insist that these [Tauranga Moana Iwi Collective Treaty settlement] acknowledgements and arrangements must extend to way in which POTL act and engage with Ngāi Te Rangi with respect to Te Awanui. Specifically the TMIC framework mandates collective engagement and POTL must recognise the role of Ngāi Te Rangi in the TMIC governance structure; and that the Stella Passage developments impacts on a shared cultural landscape that therefore requires a response that respects the rights and obligations to Ngāi Te Rangi" (NTRST)</p> <p>"The [Treaty settlement] acknowledgements refer to the loss suffered through the construction of the Port. It would be inconsistent with the terms of the DOS that the Port can simply repeat the actions that lead to the claims and the eventual settlement by expanding further into the foreshore and seabed" (NPTT)</p> <p>"the Trust considers that the POTL project is inconsistent with the Ngāti Ranginui and TMIC Deeds of Settlement as well as with the extant rights of Ngāti Ranginui in their Takutai Moana" (NHNR)</p>
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<b>Importance of the Te Awanui environment to tangata whenua</b>	NRFT, NRIS, NT, TKWT, NP, NTapu, NTUK, NTRST, NPTT, NHNR, NKHT	<p>“Te Awanui is a highly valued taonga for Ngāti Ranginui” (NRFT)</p> <p>“When wai is clear and pristine this indicates that the ecosystems that connect to wai are thriving, indicating mauri is thriving as the underlying energy of these universal elements” (NRFT)</p> <p>“The environment is foundational to our identity. Our role as kaitiaki reflects a deep relationship with land and water that sustains cultural and spiritual well-being” (NRIS)</p> <p>“Our analysis finds that environmental impacts like harm to kai moana, water quality, and ecological balance strike at the very core of Māori well-being. If unmitigated, these impacts would undermine the mauri of the harbour and the ability of Ngāi Tamarāwaho to sustain our cultural practices” (NT)</p> <p>“Te Awanui is a taonga tuku iho—an intergenerational treasure that nourishes Waitaha through kai, identity, tikanga, and the exercise of kaitiakitanga. It is central to our whakapapa, navigation routes, sacred rituals, and ecological responsibilities” (TKWT)</p> <p>“The Stella Passage Development cannot be considered in isolation. Te Awanui is the receiving body of an interconnected and living system of rivers, wetlands, and mountains.” (TKWT)</p> <p>“The pivotal role of Te Moana o Tauranga in supporting the whānau, hapū, iwi and communities (including the Port of Tauranga) to fulfil our respective aspirations is worth noting. Without it operating at its optimum, none of us is well-placed to achieve our goals. As with other things (other natural resources and built environments), if we simply</p>
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		<p>continue to exploit it and put its resilience and longevity at risk, we will reduce its ability to nurture and support us in the future to zero” (NP)</p> <p>“Te Awanui has been a culturally significant tāonga to tāngata whenua for many centuries” (NTapu)</p> <p>“Indigenous people around the world acknowledge Te Taiao or the environment as an extension of themselves and the same is true in Te Ao Māori (the Māori worldview); Papatūānuku is our earth mother and Ranginui is our sky father” (NTUK)</p> <p>“The Deed of Settlement sets out that Ngāi Te Rangi have always regarded Te Awanui, the Tauranga Harbour as an integral part of their rohe and a taonga over which they exercise kaitiakitanga” (NTRST)</p> <p>“we recognise Te Awanui and Te Tāhuna o Rangataua as interdependent parts of a whole system” and “Ngā Pōtiki have acted as kaitiaki to protect Te Tāhuna and Te Tāhuna o Rangataua carries stories and mātauranga that are central to Ngā Pōtiki identity” (NPTT)</p> <p>“Te Awanui – means “a vast area of water.” It is central to Ngāti Ranginui identity, wellbeing and survival. As kaitiaki, Ngāti Ranginui have long protected the health and resources of Te Awanui which sustain their cultural and spiritual presence in the taiao” (NHNR)</p> <p>“Our priority is to give back to Te Awanui and see the health of our people enhanced in a way that is tika and informed by mātauranga” (NKHT)</p>
<b>Importance of sites of significance to tangata whenua</b>	NRIS, NT, NP, NTapu, NTUK, TMICFT, NTRST, NTRST, NPTT, NHNR, NKHT	“These sites reflect the deep and enduring relationships between Ngāti Ranginui iwi, our hapū and Te Awanui, as well as the long-standing impacts of development on these connections” (NRIS)

“The cultural values tied to these sites include tikanga, mana motuhake, taonga, and kaitiakitanga, along with relationships with kaimoana, wai, whenua, and biodiversity. Some values are site-specific, while others — like tuna migration, wāhi tapu protection, and mahinga kai significance — apply across multiple sites” (NRIS)

“Wāhi tapu and cultural sites stand to be affected unless stringent protections are observed – these sites are irreplaceable, and their disturbance would be a grave cultural loss” (NT)

“Ngāti Pūkenga have various pā and kāinga as well as mahinga kai and other significant sites throughout Te Ika ā Maui” (NP)

“Ngāti Tapu is a holder of customary marine title over Te Tāhuna o Rangataua within the upper reaches of Te Awanui. The High Court has recognised that Ngāti Tapu has collectively and exclusively occupied a portion of Te Awanui since 1840 and has held it in accordance with tikanga” (NTapu)

“The entire foreshore and seabed, including the harbour is of high cultural value. However, there are numerous special places within the harbour that are deemed waahi tapu or particularly significant to Ngāi Tūkairangi” (NTUK)

“Tauranga Moana Iwi have many traditional fishing and diving sites that illustrate deep connections to the moana over many generations. Some of these places no longer exist, and some are here for us to protect and sustain for future generation” (TMICFT)

		<p>“Ngāi Te Rangi held numerous pa and other sites of significance at strategic locations encircling the entire Tauranga Moana (the Harbour) and Te Awanui is etched into oral traditions, whakatauki, tauparapara, pepha, kiwhaha and waiata” (NTRST)</p> <p>“Numerous wāhi tapu are located along the shoreline of Te Tāhuna o Rangataua, including parekura (battle sites) and urupā (burial sites) ... Wāhi tapu and significant sites are captured in the Figure 5 below [pg.15 of the CVR]. These sites signify the continuous occupation of Ngā Pōtiki in this area” (NPTT)</p> <p>“The Trust has been concerned about changes in the harbour since POTL began major dredging impacting the channels in the harbour. For instance, Panepane which is located at the harbour end of Matakana Island, and is a place of cultural importance to Ngāti Ranginui, has changed significantly since dredging from 2016” (NHNR)</p> <p>“Constant exposure to industrial noise, odour, and activity continues to diminish the mauri of our sites of cultural significance including our marae, compromising its ability to serve as a safe, healthy, and vibrant cultural base for our whānau” (NKHT)</p>
<b>Importance of traditional viewshafts and the visual landscape</b>	NRFT, NT, NTUK, NPTT, NHNR, NKHT	<p>“The maintenance of traditional viewshafts is significant to upholding hononga. Our tipuna would position whare, urupā and marae along the coastline so viewshafts to Mauao were unobstructed ... The ability to connect to Mauao through sight is essential to ensuring our kura are provided the best conditions possible to enter into wānanga and other forms of cultural ritual” (NRFT)</p>

		<p>“he visual landscape of Tauranga, including sightlines to Mauao and the open harbour, is a defining element of the region’s identity; changes to it affect how people connect to our environment and ancestors” (NT)</p> <p>“The SPD expansion project for the Port, is a project that has visual and landscape impacts. It is largely inevitable that this is the case.” (NTUK)</p> <p>“Cultural viewshafts is a matter that has been raised by various tangata whenua entities throughout the process relating to the Proposed Works. For Ngā Pōtiki, a particularly significant viewshaft is from Mangatawa to Mauao. This viewshaft and other cultural landscape effects (i.e. impacts to Mangatawa from quarrying used to support the Port construction) have not been assessed by POTL” (NPTT)</p> <p>“The Trust also considers that the significance of cultural view shafts and the impacts of Port structures and operations on these cultural view shafts have not been adequately assessed or mitigated in the POTL project. Any obstruction to cultural view shafts can have a profound impact on cultural values such as mauri and the carrying out of spiritual practices and incantations” (NHNR)</p> <p>“The physical and spiritual disconnection from Mauao — a revered tupuna and protector — is deeply symbolic of the broader erosion of our rangatiratanga. This will only worsen if viewshafts to the Kaimai Ranges are lost, further severing our connections to place and ancestry” (NKHT)</p>
<b>Acknowledgment of the economic benefits of the Port and/or the project</b>	NT, TMICFT, NKHT	<p>“Economic development can proceed – indeed, the port expansion promises significant economic benefits such as hundreds of jobs and increased regional GDP – but it must proceed with cultural guardrails in place” (NT)</p>

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		<p>“Economic development and Māori cultural values need to be viewed not as opposing forces but as pillars of a dual heritage” (NT)</p> <p>“While we acknowledge the economic contribution of the Port to regional development, it cannot be accepted as a justification for further eroding the rights, resources, and responsibilities of tangata whenua” (TMICFT)</p> <p>“The economic benefits the Port and associated industry brings to the Bay of Plenty region and beyond is indisputable. However, Ngāti Kuku receives little of these benefits, yet bears the heavy burden of the costs” (NKHT)</p>
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# Appendix H: Service Level Agreement

## Contract for Services

### Contract Details

[Entity name] service agreement

Contract number >XXX<

### The Parties

#### The Buyer:

Company name: Port of Tauranga Limited

NZBN: 9429039540300

Registered address: 2 Salisbury Avenue, Mount Maunganui, Mount Maunganui, 3116

and

#### The Supplier:

Iwi entity name:

NZBN:

Registered Address:

Physical Address:

### The Contract

#### Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

#### Parts of this Contract

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Description of Services
3. **Schedule 2:** Standard Terms and Conditions
4. Any other attachments described at Schedule 1.

#### How to read this Contract

- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

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## Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

*In addition, in signing this Contract, the Buyer Signed for and on behalf of the  
has the delegated authority to sign this Supplier:  
contract and declares that internal  
procedures and business rules have been  
applied.*

**Signed on behalf of the Buyer:**

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(signature)

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(signature)

**Name:**

**Name:**

**Position:**

**Position:**

**Date:**

**Date**

## Schedule 1

### Description of Services

#### *Contract Management and Personnel*

<b>Start Date</b>	Tuesday 4 February 2025	See Schedule 2 clause 1
<b>End Date</b>	Monday 7 April 2025	See Schedule 2 clause 1

#### *Contract Managers*

*Reference Schedule 2 clause 4*

	<b>Buyer's Contract Manager</b>	<b>Supplier's Contract Manager</b>
<b>Name:</b>	Keita Kohere	
<b>Title / position:</b>	Engagement Lead	
<b>Address:</b>	<b>Physical Address:</b> 2 Salisbury Avenue Mount Maunganui Tauranga 3116  <b>Postal Address:</b> Private Bag 12504 Tauranga Mail Centre Tauranga 3143	
<b>Phone:</b>	s 9(2)(a)	
<b>Email:</b>	s 9(2)(a)	

#### *Addresses for Notices*

*Reference Schedule 2 clause 14*

	<b>Buyer's address</b>	<b>Supplier's address</b>
<b>For the attention of:</b>	Port of Tauranga Limited	
<b>c.c. Contract Manager</b>	Keita Kohere	
<b>Delivery address:</b>	2 Salisbury Avenue Mount Maunganui Tauranga 3116	
<b>Postal address:</b>	Private Bag 12504 Tauranga Mail Centre Tauranga 3143	
<b>Email:</b>	s 9(2)(a)	

### Description of Services

The Services required are cultural specialist services on behalf of [entity name] to engage with the Port of Tauranga Limited (the Port) regarding the cultural impacts and opportunities within the scope of their Fast Track consent applications.

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## Scope

On 13 December 2024, the Board of the Port made the decision to progress with the Stella Passage development fast-track application. The Stella Passage development<sup>11</sup> comprises reclamation of land, associated capital dredging, extension of the existing wharves at Sulphur Point and Mount Maunganui and construction of minor structures at Butters Landing and mooring and breasting dolphins. ~~On 13 December 2024, the Board of the Port made the decision to progress with two Fast Track consent applications.~~

### **1. Stella Passage<sup>12</sup>**

~~The Stella Passage development aims to convert existing cargo storage land into useable berths on both sides of the harbour.~~

### **2. Dredging as Part of Fast Track Consent Applications<sup>13</sup>**

~~As part of its operations, the Port wishes to renew the dredging resource consents granted in March 2013 that are due to expire in June 2027.~~

## **Treaty of Waitangi Settlements**

~~These activities will be planned and executed with the utmost care of Treaty settlement obligations.~~

The Port has had the opportunity to gain insights into several critical issues and seeks to engage with the [entity name] to further explore the implications of the Fast Track consent applications on the [name of Treaty settlement(s)], as well as potential ways to ensure the integrity, intent and effect of your settlement is upheld.

## *Description of Services*

The Port wishes to procure the services of [entity name] for expert/cultural specialist regarding potential cultural impacts and opportunities in relation to the Fast Track consent applications. In particular the key deliverable is:

### **1. Cultural Values Report**

A Cultural Values Report (CVR) that provides a strategic view of the potential impacts (positive/negative) of the Fast-track projects on your cultural values and rights and interests.

- **\$20,000 is provided to produce a CVR, with a draft to be provided by 24<sup>17</sup> March and the final by 31<sup>27</sup> March 2025**
- The Port's initial analysis on your settlement will be provided to you, and your insights as part of your CVR on how to best uphold your settlements would be highly valued.

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<sup>11</sup> <https://www.port-tauranga.co.nz/community/our-environment/stella-passage-development/>

<sup>12</sup> <https://www.port-tauranga.co.nz/community/our-environment/stella-passage-development/>

<sup>13</sup> <https://www.port-tauranga.co.nz/environment/dredging/>

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A further \$20,000 is available to assist you in completing your CVR. This includes support and access to the Port's officials through:

**2. Expert/Cultural specialist attendance of Technical Information Forums:**

The forums are designed for cultural specialists and experts to work with Port experts and officials to gain a technical understanding of Fast-track consent applications, to then map the cultural implications and mitigative opportunities:

- Attendance of up to 6 weekly forums, each 4.5 hours long
- Up to 2 experts/cultural specialists and/or RMA related specialist
- Pre-reading of engagement material ahead of each forum, up to 1 hour

**3. Expert/Cultural specialist direct engagement**

Where [entity name] deems it necessary to engage directly with Port officials on more specific matters, a request can be made based on a schedule of availability designed to maintain open lines of communication during the engagement period.

- Direct engagement requests totalling up to 67 hours

To be clear, the further \$20,000 is not tied to attendance at either the technical information forums or direct engagement and can be accessed to assist you in completing your CVR without having to attend these engagement opportunities.

*Deliverables and Milestones*

Deliverable/ Milestone	Performance Standards	Due date	Invoice date	Total payable
<b>1. Cultural Values Report</b>	<ul style="list-style-type: none"><li>• Draft due 24<sup>17</sup> March 2025</li><li>• Final due 31 March 2025</li></ul>	31/03/2025	05/02/2025 31/03/2025	\$5,000 upon signing \$15,000 upon completion
<b>2. Assistance to support completing Cultural Values Report</b>	<ul style="list-style-type: none"><li>• No performance standards to access funding, with the intent being that this funding is to assist in preparation of the Cultural Values Report</li><li>• Optional attendance at technical information forums</li><li>• Optional requests for direct engagement</li></ul>	07/04/2025	On or before 07/04/2025	Up to \$20,000

			<b>Total (exc GST)</b>	\$40,000
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### *Schedule*

This Schedule is indicative and is subject to change.

#### *Schedule of Technical Information Forums*

The schedule of Technical Information Forums will be held weekly on Tuesdays over a period of six weeks. The meetings will alternate between in-person and online formats, starting on January 29.

Registration details and detailed engagement material will be provided ahead of each meeting.

<b>Week</b>	<b>Date</b>	<b>Format</b>	<b>Venue/Platform</b>	<b>Time</b>
<b>1</b>	Tues 4 Feb	Online	Microsoft Teams	10:00 AM – 2:30 PM
<b>2</b>	Tues 11 Feb	In-Person	Tauranga Moana Trust Board	10:00 AM – 2:30 PM
<b>3</b>	Tues 17 Feb	Online	Microsoft Teams	10:00 AM – 2:30 PM
<b>4</b>	Tues 25 Feb	In-Person	Tauranga Moana Trust Board	10:00 AM – 2:30 PM
<b>5</b>	Tues 4 Mar	Online	Microsoft Teams	10:00 AM – 2:30 PM
<b>6</b>	Tues 11 Mar	In-Person	Tauranga Moana Trust Board	10:00 AM – 2:30 PM
<b>7</b>	Tues 18 Mar	In-Person	Tauranga Moana Trust Board	10:00 AM – 2:00 PM
	Thur 20 March	Online	Microsoft Teams	10:00 AM – 1:00 PM
	Sat 22 March	In-Person	Tauranga Yacht Club	10:00 AM – 2:00 PM
	Sun 23 March	In-Person	Tauranga Yacht Club	10:00 AM – 2:00 PM
<b>8</b>	Tues 25 Mar	In-Person	Tauranga Moana Trust Board	10:00 AM – 2:00 PM

### *Direct Engagement Availability*

Requests for direct engagement will be accommodated in the schedule of availability below, starting on Wednesday 5 February.

- Port officials and experts, led by Keita Kohere and Shadrach Rolleston, will be available for direct engagement by appointment until 31<sup>st</sup> March.

- Engagement availability will alternate between In Person from the Tauranga Moana Trust Board premises and Online or by phone to coincide with the logistics of the Technical Information Forum.
- In Person locations will be informal to ensure efficient responsiveness to requests; meetings confirmation appointments will be sent shortly thereafter.
- Meeting duration options include 60, 90 and 120 minutes.
- Please note that while the meetings will be closed and direct, the schedule is not exclusive and is available to other iwi entities. We will make every attempt to ensure requests are processed fairly and time is allocated evenly.
  - Additional times can be added should requests exceed the availability listed below.
  - A digitised version of this calendar along with registration information will be distributed.

Week	Date	Format	Availability
1	Tues 4 Feb	Online/Phone	6:00 PM – 9:00 PM
	Wed 5 Feb	Online/Phone	9:00 AM – 9:00 PM
2	Mon 12 Feb	In-Person	9:00 AM – 9:00 PM
	Tues 13 Feb	In-Person	6:00 PM – 9:00 PM
	Wed 14 Feb	In-Person	9:00 AM – 5:00 PM
3	Mon 17 Feb	Online/Phone	9:00 AM – 9:00 PM
	Tues 18 Feb	Online/Phone	6:00 PM – 9:00 PM
	Wed 19 Feb	Online/Phone	9:00 AM – 9:00 PM
	Thurs 20 Feb	Online/Phone	9:00 AM – 9:00 PM
4	Mon 24 Feb	In-Person	9:00 AM – 9:00 PM
	Tues 25 Feb	In-Person	6:00 PM – 9:00 PM
	Wed 26 Feb	In-Person	9:00 AM – 5:00 PM
5	Mon 3 Mar	Online/Phone	9:00 AM – 9:00 PM
	Tues 4 Mar	Online/Phone	6:00 PM – 9:00 PM
	Wed 5 Mar	Online/Phone	9:00 AM – 9:00 PM
	Thurs 6 Mar	Online/Phone	9:00 AM – 9:00 PM
6	Mon 10 Mar	In-Person	9:00 AM – 9:00 PM
	Tues 11 Mar	In-Person	6:00 PM – 9:00 PM
	Wed 12 Mar	In-Person	9:00 AM – 5:00 PM
7	Mon 17 Mar	Online/Phone	9:00 AM – 9:00 PM
	Tues 18 Mar	Online/Phone	9:00 AM – 9:00 PM
	Wed 19 Mar	Online/Phone	9:00 AM – 9:00 PM
	Thurs 20 Mar	Online/Phone	9:00 AM – 9:00 PM

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## *Supplier's Cultural Values Reporting Requirements*

The CVR will include the following information:

- Analysis and interpretation of the implications of Fast-track consent applications on the [name of Treaty settlement(s)].
- A statement of [entity name] cultural values, interests and associations within the Te Awanui and project area.
- Reference to any wider Iwi Planning Documents, Treaty obligations, Waitangi Tribunal claims, Protected Customary Rights and other matters that need to be considered at Consenting stage.
- Tikanga to support engaging through the process of development, including involvement in accidental discovery processes and cultural inductions, cultural monitoring and development of cultural indicators.

**a-** Whilst we understand you may wish to include additional contextual or other matters in your CVR, please clearly highlight the information that is relevant to the scope of the Port's Stella Passage application as only this information can be addressed through this particular process.

### **Management of Sensitive Information**

Where information contained in these reports is sensitive, please clearly identify this information and provide guidance on any protocols around its use.

If you are unsure about sharing certain information please contact Keita Kohere in the first instance and we will work with you to confirm an appropriate approach to share this information.

### **Charges**

The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

The Supplier's Fees specifically for producing a Cultural Values Report will be calculated as follows:

#### *Fixed Fee*

A fixed Fee of \$20,000 excluding GST.

The Supplier's Fees specifically for assistance to support completing a Cultural Values Report will be calculated as follows:

#### *Fixed Fee*

A fixed Fee of \$20,000 excluding GST.

### **Invoices**

The Supplier must send the Buyer an invoice for the Charges at the following times:

<b>Cultural Values Report</b>	1. 05/02/2025 2. 31/03/2025	<ul style="list-style-type: none"> <li>• \$5,000 can be invoiced upon signing of this agreement.</li> <li>• Invoicing the remaining \$15,000 is subject to meeting the requirements within the CVR deliverables.</li> </ul>
<b>Assistance to support completing Cultural Values Report</b>	3. On or before 7/04/2025	<ul style="list-style-type: none"> <li>• Up to \$20,000 can be invoiced on or before 7 April 2025</li> <li>• Please include in your invoice a breakdown of how the funding has been used to support completing your Cultural Values Report</li> </ul>

#### *Address for invoices*

	<b>Buyer's address</b>
For the attention of:	Keita Kohere
Address:	<p>2 Salisbury Avenue Mount Maunganui Tauranga 3116</p> <p>Private Bag 12504 Tauranga Mail Centre Tauranga 3143</p>

## Schedule 2: Terms & Conditions – Services

### Length of Contract

- 1.1 **Start Date:** This Contract starts on the Tuesday 4 February 2025. Services must not be delivered before the Start Date.
- 1.2 **End Date:** This Contract ends on the Thursday 20 March. Monday 7 April 2025.
- 1.3 **Renewal:**
  - a. The Buyer may extend the End Date the number of times, and for the additional period (**Additional Period**), set out in Schedule 1 by giving the Supplier Notice at least 20 Business Days before the then current End Date (**Extension Notice**).
  - b. If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

### The Services

- 2.1 **Both Parties' obligations:** Both Parties agree to:
  - a. act in good faith and honestly in their dealings with each other
  - b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
  - c. notify each other promptly of any actual or anticipated issues that could:
    - significantly impact on the Services or the Charges, and/or
    - receive media attention, and

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- d. comply with all applicable laws and regulations.

2.2 **Buyer's obligations:** The Buyer must:

- a. provide the Supplier with any information and/or access to Buyer Personnel the Supplier has reasonably requested to enable the delivery of the Services
- b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services, within reasonable timeframes, and
- c. pay the Supplier the Charges for the Services in accordance with this Contract.

2.3 **Supplier's obligations:** The Supplier must:

- a. deliver the Services:
  - on time (including meeting all Milestones on time), except where delay is caused by the Buyer, and to the required performance standards and quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time, and
  - with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry
- b. ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Services
- c. provide all equipment and resources necessary to deliver the Services, and
- d. comply with the [Supplier Code of Conduct issued by the Procurement Functional Leader \(see www.procurement.govt.nz\)](#) and any other relevant codes of conduct listed in Schedule 1.

2.4 **Approved Personnel:** Where Approved Personnel have been agreed in Schedule 1, the Supplier must:

- a. use those Approved Personnel in delivering the Services, and
- b. obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.

2.5 **Premises:** If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.

- a.

## Charges and payment

- 3.1 **Maximum amount:** The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses and Daily Allowances.
- 3.2 **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:
  - a. clearly show all GST due, if any
  - b. be in New Zealand currency or the currency stated in Schedule 1
  - c. be clearly marked 'Tax invoice'
  - d. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
  - e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
  - f. state the date the invoice was issued
  - g. name this Contract and provide a description of the Services supplied, including the amount of time spent in the delivery of the Services if the Charges are based on an Hourly Fee Rate or Daily Fee Rate
  - h. contain the Buyer's contract reference or purchase order number if there is one

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- i. state the Charges due, calculated correctly, and
- j. be supported by GST receipts if Expenses are claimed, and any other verifying documentation reasonably requested by the Buyer.

3.3 **Payment:** Subject to clauses 3.4 and 11.4(e), the Buyer will use its best endeavours to pay a valid tax invoice within 10 Business Days of receiving the invoice. If the Buyer can't meet this 10 Business Day timeframe, the Buyer will pay that invoice by:

- a. the 20th calendar day of the month, if the invoice is received on or before the 5<sup>th</sup> Business Day of the month, or
- b. the 20<sup>th</sup> calendar day of the following month, if the invoice is received after the 5<sup>th</sup> Business Day of the month.

3.4 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of a tax invoice if the Buyer disputes any part of that tax invoice, and the Buyer:

- c. must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed amount if required), and
- d. may withhold payment of the disputed portion until the dispute is resolved.

## Contract management

- 4.1 **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage the Contract, including:
  - a. managing the relationship between the Parties
  - b. overseeing the effective implementation of this Contract, and
  - c. acting as a first point of contact for any issues that arise.
- 4.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

## The contractual relationship

- 6.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.
- 6.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.
- 6.3 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

## Conflicts of Interest

- 9.1 **Avoiding conflicts of interest:** The Supplier:
  - a. warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract, and
  - b. must do its best to avoid situations that may lead to a Conflict of Interest arising.
- 9.2 **Obligation to tell Buyer:** The Supplier must tell the Buyer promptly, in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

## Resolving disputes

- 10.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:

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- a. a Party will notify the other if it considers a matter is in dispute
- b. the Contract Managers will attempt to resolve the dispute through negotiation
- c. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
- d. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or, if agreed by the parties, some other form of alternative dispute resolution.

10.2 **Mediation:** If a dispute is referred to mediation, the mediation will be conducted:

- a. by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute
- b. on the terms of the Resolution Institute Mediation Rules, and
- c. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.

10.3 **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.

10.4 **Effect of dispute:** If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

10.5 **Taking court action:** Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1, unless that Party requires urgent relief from a court.

## Ending this Contract

- 11.1 **Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:
  - a. consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
  - b. does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.
- 11.2 **Buyer's termination for convenience:**
  - a. The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
  - b. If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Services performed up to the End Date.
- 11.3 **Buyer's termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
  - a. becomes bankrupt or insolvent
  - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
  - c. becomes subject to any form of external administration
  - d. ceases for any reason to continue in business
  - e. does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business or the reputation or business of the Crown
  - f. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Services, the Buyer or the Crown, or
  - g. provides information to the Buyer that is misleading or inaccurate in any material respect.
- 11.4 **Termination for breach:**
  - a. If a Party breaches this Contract (**defaulting Party**), the non-defaulting Party may give a default Notice to the defaulting Party.

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- b. A default Notice must state:
  - the nature of the breach, and
  - the time and date by which it must be remedied.
- c. The period allowed to remedy the breach must be reasonable given the nature of the breach.
- d. The non-defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the breach as required by the default Notice.
- e. If the Buyer gives a default Notice to the Supplier, the Buyer may also:
  - withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
  - if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Services to the Buyer.

**11.5 Supplier's obligations:**

- a. On giving or receiving a Notice of termination, the Supplier must:
  - comply with any conditions contained in the Notice, and
  - immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
- b. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

**11.6 Accrued rights:** The termination or expiry of this Contract does not affect any rights of a Party which:

- a. arose prior to the End Date, or
- b. relate to any breach of this Contract that arose prior to the End Date.

**11.7 Buyer's rights:** Subject to clause 11.2(b), if this Contract is terminated the Buyer:

- a. will only be liable to pay Charges that were due for Services delivered before the effective date of termination, and
- b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance for Services or Deliverables that have not been provided.

**11.8 Handing over the Services:**

- a. The Supplier will provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer during the term of this Contract and for a period of 10 Business Days after the End Date.
- b. If required by the Buyer, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services, for a period of up to 3 months from the End Date at a reasonable fee to be agreed between the Parties, based on the Charges.

## Confidential Information

**13.1 Protection of Confidential Information:** Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:

- a. to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or, in the case of the Buyer, using the Deliverables or Services
- b. if the other Party gives prior written approval to the use or disclosure
- c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
- d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

**13.2 Obligation to inform staff:** Each Party will ensure that its Personnel:

- a. are aware of the confidentiality obligations in this Contract, and

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- b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

13.3 **Security:** Each Party will:

- a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties
- b. notify the other Party if it becomes aware of any suspected or actual unauthorized use, copying or disclosure of the other Party's Confidential Information, and
- c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

## Privacy

14.1 **Protection of Personal Information** Where the Supplier has access to Personal Information under or in connection with this Agreement, the Supplier must:

- a. only use, access, store, process or transmit that Personal Information to the extent necessary to provide the Deliverables or Services,
- b. ensure that the Personal Information is protected against loss, access, use, modification, or disclosure that is not authorised by the Buyer,
- c. provide all information and assistance reasonably required by the Buyer to comply with its obligations under the Privacy Act in relation to this Agreement, and
- d. comply with the Privacy Act and not do anything under this Agreement that would cause the Buyer to breach the Privacy Act.

14.2 **Privacy Breaches** If the Supplier becomes aware of any Privacy Breach in relation to this Agreement it will notify the Buyer as soon as possible and take all reasonable steps:

- a. to identify the person or persons affected,
- b. required by the Buyer to undertake its own investigation,
- c. stop, and/or mitigate the impact of, any Privacy Breach and prevent its reoccurrence, and
- d. the Supplier shall not notify any person of the Privacy Breach without the Buyer's prior written approval.

14.3 **Application to Confidential Information** The obligations under this clause 14 are not limited by and do not limit either Party's other obligations as regards the protection or security of Confidential Information set out in clause 13, provided that any disclosure of Confidential Information under clause 13.1 shall be subject to this clause 14.

## Notices

15.1 **Requirements:** All Notices must be:

- a. in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
- b. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.

15.2 **Receipt of Notices:** A Notice will be considered to be received:

- a. if delivered by hand or sent by courier, on the date it is delivered
- b. if sent by post within New Zealand, on the 5<sup>th</sup> Business Day after the date it was sent
- c. if sent by post internationally, on the 9<sup>th</sup> Business Day after the date it was sent, or
- d. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,

but a Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

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## Extraordinary Events

- 16.1 **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.
- 16.2 **Obligations of affected Party:** A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
  - a. the nature of the circumstances giving rise to the Extraordinary Event
  - b. the extent of that Party's inability to perform under this Contract
  - c. the likely duration of that non-performance, and
  - d. what steps are being taken to minimise the impact of the Extraordinary Event on the performance of this Contract.
- 16.3 **Termination:** If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

## General

- 17.1 **Variations:** A Variation must be agreed by both Parties and recorded:
  - a. in writing and signed by both Parties, or
  - b. through an exchange of emails, where the signatories or authors have delegated authority to approve the Variation.
- 17.2 **Entire contract:** This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were oral or in writing.
- 17.3 **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
  - a. does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
  - b. does not prevent that Party from exercising its rights at a later time.
- 17.4 **New Zealand law, currency and time:** This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.
- 17.5 **Publication:** The Supplier must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities.
- 17.6 **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Services, this Contract, the other Party or any of the other Party's Personnel, and to ensure that its Personnel do not do so.
- 17.7 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details section.
- 17.8 **No poaching:** During the term of this Contract and for a period of 6 months after the End Date neither Party shall, without the other's written consent, deliberately seek to employ or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a legitimate advertisement.
- 17.9 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details section) then the order of precedence is:
  1. a Variation
  2. Schedule 1
  3. any Attachment to Schedule 1, and
  4. Schedule 2.

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## Definitions

When used in this Contract the following terms have the meaning beside them:

**Attachment** Any supplementary document named in Schedule 1 as an Attachment to this Contract.

**Approved Personnel** A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1.

**Business Day** A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

**Buyer** The Buyer is the Port of Tauranga Limited.

**Charges** The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Fees and any Expenses and Daily Allowances.

**Confidential Information** Information, including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential.

**Conflict of Interest** A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party's or its Personnel's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- actual: where the conflict currently exists
- potential: where the conflict is about to happen or could happen, or
- perceived: where other people may reasonably think that a person is compromised.

**Contract** The legal agreement between the Buyer and the Supplier that comprises the Contract Details section, Schedule 1, this Schedule 2 and any other Schedule, and any Variation and Attachment.

**Contract Manager** The person named in Schedule 1 as the Contract Manager.

**Daily Allowance** An allowance to cover accommodation, meals and incidentals for the Supplier's Personnel if they are required in order to deliver the Services or to travel overnight away from their normal place of business, as agreed in Schedule 1.

**Daily Fee Rate** A fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

**Deliverables** An output resulting from the delivery of the Services as stated in Schedule 1. A Deliverable may be a document, a piece of equipment, goods or information or data stored by any means.

**End Date** The earlier of the date this Contract is due to end as stated in Schedule 1, as may be extended under clause 1.3, and the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date the Contract is to end.

**Expenses** Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed to in Schedule 1.

**Extraordinary Event** An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care.

**Fees** The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any Expenses and Daily Allowances.

**GST** The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

**Hourly Fee Rate** A Fee payable for each hour spent delivering the Services.

**Intellectual Property Rights** All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs and patents.

**Milestone** A phase or stage in the delivery of Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

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**Notice** A communication from one Party to the other that meets the requirements of clause 14.

**Party** The Buyer or the Supplier, and together they are the **Parties**.

**Personal Information** has the meaning given to that term in the Privacy Act.

**Personnel** All individuals engaged by either Party in relation to this Contract or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants and co-opted or seconded staff.

**Privacy Act** means the Privacy Act 2020 and includes any codes or regulations issued under that Act.

**Privacy Breach** means any:

- unauthorised or accidental access to or use of, or disclosure, alteration, loss, or destruction of any Personal Information; and
- any action that prevents any Buyer from accessing Personal Information on either a temporary or permanent basis,

whether or not:

- caused by a person inside or outside of the Supplier;
- attributable in whole or in part to any action by the Supplier; or
- ongoing.

**Protective Security Incident** A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information, or
- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

**Services** All work, tasks and Deliverables, including those stated in Schedule 1, that the Supplier must perform and deliver under this Contract.

**Schedule** An attachment to this Contract with the title 'Schedule'.

**Start Date** The date when this Contract starts as stated in Schedule 1.

**Subcontractor** A person, business, company or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

**Supplier** The person, business, company or organisation named as the Supplier in the Contract Details section.

**Variation** A change to any aspect of this Contract that complies with clause 17.1.

# Appendix I: Service Level Agreement – post-lodgement

## Contract for Services

### Contract Details

**[Entity name] service agreement**

### The Parties

#### The Buyer:

Company name: Port of Tauranga Limited

NZBN: 9429039540300

Registered address: 2 Salisbury Avenue, Mount Maunganui, Mount Maunganui, 3116

and

#### The Supplier:

Iwi entity name:

NZBN:

Registered Address:

Physical Address:

### The Contract

#### Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

#### *Parts of this Contract*

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Description of Services
3. **Schedule 2:** Standard Terms and Conditions
4. Any other attachments described at Schedule 1.

#### *How to read this Contract*

- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

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## Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

*In addition, in signing this Contract, the Buyer has the delegated authority to sign this contract and declares that internal procedures and business rules have been applied.*

**Signed for and on behalf of the Supplier:**

**Signed on behalf of the Buyer:**

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(signature)

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(signature)

**Name:**

**Name:**

**Position:**

**Position:**

**Date:**

**Date**

## Schedule 1

### Description of Services

#### *Contract Management and Personnel*

<b>Start Date</b>	Tuesday 4 February 2025	See Schedule 2 clause 1
<b>End Date</b>	Monday 7 April 2025	See Schedule 2 clause 1

#### *Contract Managers*

Reference Schedule 2 clause 4

	<b>Buyer's Contract Manager</b>	<b>Supplier's Contract Manager</b>
<b>Name:</b>	Keita Kohere	
<b>Title / position:</b>	Engagement Advisor	
<b>Address:</b>	<b>Physical Address:</b> 2 Salisbury Avenue Mount Maunganui Tauranga 3116  <b>Postal Address:</b> Private Bag 12504 Tauranga Mail Centre Tauranga 3143	
<b>Phone:</b>	s 9(2)(a)	
<b>Email:</b>	s 9(2)(a)	

#### *Addresses for Notices*

Reference Schedule 2 clause 14

	<b>Buyer's address</b>	<b>Supplier's address</b>
<b>For the attention of:</b>	Port of Tauranga Limited	
<b>c.c. Contract Manager</b>	Keita Kohere	
<b>Delivery address:</b>	2 Salisbury Avenue Mount Maunganui Tauranga 3116	
<b>Postal address:</b>	Private Bag 12504 Tauranga Mail Centre Tauranga 3143	
<b>Email:</b>	s 9(2)(a)	

## Description of Services

The Services required are cultural specialist services on behalf of [entity name] to engage with the Port of Tauranga Limited (the Port) regarding proposed mitigation measures and consent conditions in the next stage of the Fast-track Approvals process.

## Scope

The Board of the Port progressed the lodgement of their Stella Passage Development Fast Track application to the Environmental Protection Authority (EPA).

The Port wishes to continue engaging with the iwi and hapū that have provided Cultural Values Reports to work together to discuss the cultural and environmental matters raised before the Panel makes its decision.

In particular, the key deliverable is:

### **Expert/Cultural specialist attendance at weekly technical sessions:**

The Port wishes to procure the services of [entity name] for expert/cultural specialist(s) to participate in a five-week programme of ½ day weekly technical sessions.

The purpose of the technical sessions are:

- To elaborate on key themes identified in the Cultural Values Reports to provide an opportunity to collaboratively discuss the cultural and environmental matters raised, to give practical effect to the values expressed, and address concerns to the maximum extent possible.
- To collaboratively refine proposed mitigation measures and approval conditions before the Panel seeks formal feedback to establish where there is clear agreement on proposed conditions, where further refinement or discussion is needed, or if there are differences of views on conditions that would need to be addressed by the Panel.
- To identify if there is interest in exploring broader initiatives or opportunities outside the Fast Track approvals process that align with iwi and hapū aspirations.

## Schedule

### **Weekly technical sessions:**

<b>Week</b>	<b>Date</b>	<b>Venue</b>	<b>Time</b>
<b>1</b>	Tuesday 29 April 2025	Tauranga Moana Māori Trust Board	9:00 AM – 1:00 PM
<b>2</b>	Tuesday 6 May 2025	Tauranga Moana Māori Trust Board	9:00 AM – 1:00 PM
<b>3</b>	Tuesday 13 May 2025	Tauranga Moana Māori Trust Board	9:00 AM – 1:00 PM
<b>4</b>	Tuesday 20 May 2025	Tauranga Moana Māori Trust Board	9:00 AM – 1:00 PM
<b>5</b>	Tuesday 27 May 2025	Tauranga Moana Māori Trust Board	9:00 AM – 1:00 PM

## Deliverables and Milestones

Deliverable/ Milestone	Performance Standards	Due date	Invoice date	Total payable
<b>1. Attendance of weekly technical sessions</b>	<ul style="list-style-type: none"><li>Attendance payment will be renumerated in full pending full attendance to all sessions.</li><li>If attendees choose to attend less or not the full amount, the payment will be pro-rated in proportion to attendance.</li></ul>	27/05/2025	27/05/2025	\$10,000 upon completion
			<b>Total (exc GST)</b>	<b>\$10,000</b>

## Management of Sensitive Information

Where information contained in these reports is sensitive, please clearly identify this information and provide guidance on any protocols around its use.

If you are unsure about sharing certain information please contact Keita Kohere in the first instance and we will work with you to confirm an appropriate approach to share this information.

## Charges

The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. The Charges for this Contract are set out below.

The Supplier's Fees specifically for attendance at weekly technical sessions will be calculated as follows:

### Fixed Fee

A fixed Fee of \$10,000 excluding GST.

## Invoices

The Supplier must send the Buyer an invoice for the Charges at the following times:

Attendance of weekly technical sessions	27/05/2025	<ul style="list-style-type: none"><li>\$10,000 can be invoiced subject to attendance of the full technical session schedule.</li><li>Please include in your invoice a breakdown of attendance.</li></ul>
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Address for invoices

	<b>Buyer's address</b>
For the attention of:	Keita Kohere
Address:	2 Salisbury Avenue Mount Maunganui Tauranga 3116  Private Bag 12504 Tauranga Mail Centre Tauranga 3143

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## Schedule 2: Terms & Conditions – Services

### Length of Contract

- 1.1 **Start Date:** This Contract starts on the Tuesday 29 April 2025. Services must not be delivered before the Start Date.
- 1.2 **End Date:** This Contract ends on the Tuesday 27 May 2025.
- 1.3 **Renewal:**
  - a. The Buyer may extend the End Date the number of times, and for the additional period (**Additional Period**), set out in Schedule 1 by giving the Supplier Notice at least 20 Business Days before the then current End Date (**Extension Notice**).
  - b. If the Buyer gives an Extension Notice, the Contract will be renewed for the Additional Period on the same terms, unless the Parties agree otherwise in a Variation.

### The Services

- 2.1 **Both Parties' obligations:** Both Parties agree to:
  - a. act in good faith and honestly in their dealings with each other
  - b. discuss matters affecting this Contract or the delivery of the Services, whenever necessary
  - c. notify each other promptly of any actual or anticipated issues that could:
    - significantly impact on the Services or the Charges, and/or
    - receive media attention, and
  - d. comply with all applicable laws and regulations.
- 2.2 **Buyer's obligations:** The Buyer must:
  - a. provide the Supplier with any information and/or access to Buyer Personnel the Supplier has reasonably requested to enable the delivery of the Services
  - b. make decisions and give approvals reasonably required by the Supplier to enable delivery of the Services, within reasonable timeframes, and
  - c. pay the Supplier the Charges for the Services in accordance with this Contract.
- 2.3 **Supplier's obligations:** The Supplier must:
  - a. deliver the Services:
    - on time (including meeting all Milestones on time), except where delay is caused by the Buyer, and to the required performance standards and quality set out in Schedule 1 or reasonably notified by the Buyer to the Supplier from time to time, and
    - with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry
  - b. ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Services
  - c. provide all equipment and resources necessary to deliver the Services, and
  - d. comply with the [Supplier Code of Conduct issued by the Procurement Functional Leader \(see www.procurement.govt.nz\)](#) and any other relevant codes of conduct listed in Schedule 1.
- 2.4 **Approved Personnel:** Where Approved Personnel have been agreed in Schedule 1, the Supplier must:
  - a. use those Approved Personnel in delivering the Services, and

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- b. obtain the Buyer's prior written approval if it wishes to change any Approved Personnel.

2.6 **Premises:** If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.

## Charges and payment

- 3.1 **Maximum amount:** The Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees and, where agreed, Expenses and Daily Allowances.
- 3.2 **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:
  - a. clearly show all GST due, if any
  - b. be in New Zealand currency or the currency stated in Schedule 1
  - c. be clearly marked 'Tax invoice'
  - d. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
  - e. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager or such other person stated in Schedule 1
  - f. state the date the invoice was issued
  - g. name this Contract and provide a description of the Services supplied, including the amount of time spent in the delivery of the Services if the Charges are based on an Hourly Fee Rate or Daily Fee Rate
  - h. contain the Buyer's contract reference or purchase order number if there is one
  - i. state the Charges due, calculated correctly, and
  - j. be supported by GST receipts if Expenses are claimed, and any other verifying documentation reasonably requested by the Buyer.
- 3.3 **Payment:** Subject to clauses 3.4 and 11.4(e), the Buyer will use its best endeavours to pay a valid tax invoice within 10 Business Days of receiving the invoice. If the Buyer can't meet this 10 Business Day timeframe, the Buyer will pay that invoice by:
  - a. the 20th calendar day of the month, if the invoice is received on or before the 5<sup>th</sup> Business Day of the month, or
  - b. the 20<sup>th</sup> calendar day of the following month, if the invoice is received after the 5<sup>th</sup> Business Day of the month.
- 3.4 **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of a tax invoice if the Buyer disputes any part of that tax invoice, and the Buyer:
  - a. must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed amount if required), and
  - b. may withhold payment of the disputed portion until the dispute is resolved.

## Contract management

- 4.1 **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage the Contract, including:
  - a. managing the relationship between the Parties
  - b. overseeing the effective implementation of this Contract, and
  - c. acting as a first point of contact for any issues that arise.

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4.2 **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

## The contractual relationship

6.1 **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment.

6.2 **No representing:** Neither Party has authority to bind or represent the other Party in any way.

6.3 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under this Contract without the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

## Conflicts of Interest

9.1 **Avoiding conflicts of interest:** The Supplier:

- warrants that as at the Start Date, it has no Conflict of Interest in providing the Services or entering into this Contract, and
- must do its best to avoid situations that may lead to a Conflict of Interest arising.

9.2 **Obligation to tell Buyer:** The Supplier must tell the Buyer promptly, in writing, if any Conflict of Interest arises in relation to the Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

## Resolving disputes

10.1 **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:

- a Party will notify the other if it considers a matter is in dispute
- the Contract Managers will attempt to resolve the dispute through negotiation
- if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
- if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or, if agreed by the parties, some other form of alternative dispute resolution.

10.2 **Mediation:** If a dispute is referred to mediation, the mediation will be conducted:

- by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute
- on the terms of the Resolution Institute Mediation Rules, and
- at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.

10.6 **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 10.

10.7 **Effect of dispute:** If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

10.8 **Taking court action:** Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 10.1, unless that Party requires urgent relief from a court.

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## Ending this Contract

11.1 **Supplier's request to terminate:** At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contract. The Buyer will, within 20 Business Days following receipt of the Supplier's Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier's Notice of termination. If the Buyer:

- consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
- does not consent, the Contract will continue in full force as if the Supplier's Notice requesting termination had not been given.

11.2 **Buyer's termination for convenience:**

- The Buyer may terminate this Contract at any time by giving not less than 20 Business Days' Notice to the Supplier.
- If the Buyer terminates the Contract under this clause then, subject to all other clauses of this Contract, the Buyer will pay the Supplier for all Services performed up to the End Date.

11.3 **Buyer's termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:

- becomes bankrupt or insolvent
- has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
- becomes subject to any form of external administration
- ceases for any reason to continue in business
- does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business or the reputation or business of the Crown
- has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the delivery of the Services, the Buyer or the Crown, or
- provides information to the Buyer that is misleading or inaccurate in any material respect.

11.4 **Termination for breach:**

- If a Party breaches this Contract (**defaulting Party**), the non-defaulting Party may give a default Notice to the defaulting Party.
- A default Notice must state:
  - the nature of the breach, and
  - the time and date by which it must be remedied.
- The period allowed to remedy the breach must be reasonable given the nature of the breach.
- The non-defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the breach as required by the default Notice.
- If the Buyer gives a default Notice to the Supplier, the Buyer may also:
  - withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
  - if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Services to the Buyer.

11.5 **Supplier's obligations:**

- On giving or receiving a Notice of termination, the Supplier must:

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- comply with any conditions contained in the Notice, and
- immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.

- b. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, promptly return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

11.6 **Accrued rights:** The termination or expiry of this Contract does not affect any rights of a Party which:

- a. arose prior to the End Date, or
- b. relate to any breach of this Contract that arose prior to the End Date.

11.7 **Buyer's rights:** Subject to clause 11.2(b), if this Contract is terminated the Buyer:

- a. will only be liable to pay Charges that were due for Services delivered before the effective date of termination, and
- b. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance for Services or Deliverables that have not been provided.

11.8 **Handing over the Services:**

- a. The Supplier will provide all reasonable assistance and cooperation necessary to facilitate a smooth handover of the Services to the Buyer or any person appointed by the Buyer during the term of this Contract and for a period of 10 Business Days after the End Date.
- b. If required by the Buyer, the Supplier will provide additional assistance to support any replacement supplier to deliver the Services, for a period of up to 3 months from the End Date at a reasonable fee to be agreed between the Parties, based on the Charges.

## Confidential Information

- 13.1 **Protection of Confidential Information:** Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:
  - a. to the extent that use or disclosure is necessary for the purposes of providing the Deliverables or Services or, in the case of the Buyer, using the Deliverables or Services
  - b. if the other Party gives prior written approval to the use or disclosure
  - c. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
  - d. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.
- 13.2 **Obligation to inform staff:** Each Party will ensure that its Personnel:
  - a. are aware of the confidentiality obligations in this Contract, and
  - b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.
- 13.3 **Security:** Each Party will:
  - a. put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties
  - b. notify the other Party if it becomes aware of any suspected or actual unauthorized use, copying or disclosure of the other Party's Confidential Information, and
  - c. comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause 13 as the other Party reasonably requests.

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## Privacy

14.1 **Protection of Personal Information** Where the Supplier has access to Personal Information under or in connection with this Agreement, the Supplier must:

- only use, access, store, process or transmit that Personal Information to the extent necessary to provide the Deliverables or Services,
- ensure that the Personal Information is protected against loss, access, use, modification, or disclosure that is not authorised by the Buyer,
- provide all information and assistance reasonably required by the Buyer to comply with its obligations under the Privacy Act in relation to this Agreement, and
- comply with the Privacy Act and not do anything under this Agreement that would cause the Buyer to breach the Privacy Act.

14.2 **Privacy Breaches** If the Supplier becomes aware of any Privacy Breach in relation to this Agreement it will notify the Buyer as soon as possible and take all reasonable steps:

- to identify the person or persons affected,
- required by the Buyer to undertake its own investigation,
- stop, and/or mitigate the impact of, any Privacy Breach and prevent its reoccurrence, and
- the Supplier shall not notify any person of the Privacy Breach without the Buyer's prior written approval.

14.3 **Application to Confidential Information** The obligations under this clause 14 are not limited by and do not limit either Party's other obligations as regards the protection or security of Confidential Information set out in clause 13, provided that any disclosure of Confidential Information under clause 13.1 shall be subject to this clause 14.

## Notices

15.1 **Requirements:** All Notices must be:

- in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
- signed, or in the case of email sent, by the appropriate manager or person having authority to do so.

15.2 **Receipt of Notices:** A Notice will be considered to be received:

- if delivered by hand or sent by courier, on the date it is delivered
- if sent by post within New Zealand, on the 5<sup>th</sup> Business Day after the date it was sent
- if sent by post internationally, on the 9<sup>th</sup> Business Day after the date it was sent, or
- if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,

but a Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

## Extraordinary Events

16.1 **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.

16.2 **Obligations of affected Party:** A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:

- the nature of the circumstances giving rise to the Extraordinary Event

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- b. the extent of that Party's inability to perform under this Contract
- c. the likely duration of that non-performance, and
- d. what steps are being taken to minimise the impact of the Extraordinary Event on the performance of this Contract.

16.3 **Termination:** If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

## General

- 17.1 **Variations:** A Variation must be agreed by both Parties and recorded:
  - a. in writing and signed by both Parties, or
  - b. through an exchange of emails, where the signatories or authors have delegated authority to approve the Variation.
- 17.4 **Entire contract:** This Contract, including any Variation, records everything agreed between the Parties relating to the Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the Services before this Contract was signed, whether they were oral or in writing.
- 17.5 **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
  - a. does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
  - b. does not prevent that Party from exercising its rights at a later time.
- 17.10 **New Zealand law, currency and time:** This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.
- 17.11 **Publication:** The Supplier must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities.
- 17.12 **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Services, this Contract, the other Party or any of the other Party's Personnel, and to ensure that its Personnel do not do so.
- 17.13 **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of the Contract Details section.
- 17.14 **No poaching:** During the term of this Contract and for a period of 6 months after the End Date neither Party shall, without the other's written consent, deliberately seek to employ or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a legitimate advertisement.
- 17.15 **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated in the Contract Details section) then the order of precedence is:
  1. a Variation
  2. Schedule 1
  3. any Attachment to Schedule 1, and
  4. Schedule 2.

## Definitions

When used in this Contract the following terms have the meaning beside them:

**Attachment** Any supplementary document named in Schedule 1 as an Attachment to this Contract.

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**Approved Personnel** A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1.

**Business Day** A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

**Buyer** The Buyer is the Port of Tauranga Limited.

**Charges** The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Fees and any Expenses and Daily Allowances.

**Confidential Information** Information, including data and personal information, that:

- is by its nature confidential
- is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- is provided by either Party or a third party 'in confidence', or
- either Party knows or ought to know is confidential.

**Conflict of Interest** A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party's or its Personnel's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- actual: where the conflict currently exists
- potential: where the conflict is about to happen or could happen, or
- perceived: where other people may reasonably think that a person is compromised.

**Contract** The legal agreement between the Buyer and the Supplier that comprises the Contract Details section, Schedule 1, this Schedule 2 and any other Schedule, and any Variation and Attachment.

**Contract Manager** The person named in Schedule 1 as the Contract Manager.

**Daily Allowance** An allowance to cover accommodation, meals and incidentals for the Supplier's Personnel if they are required in order to deliver the Services or to travel overnight away from their normal place of business, as agreed in Schedule 1.

**Daily Fee Rate** A fee payable for each day spent in the delivery of Services. A day is a minimum of 8 working hours.

**Deliverables** An output resulting from the delivery of the Services as stated in Schedule 1. A Deliverable may be a document, a piece of equipment, goods or information or data stored by any means.

**End Date** The earlier of the date this Contract is due to end as stated in Schedule 1, as may be extended under clause 1.3, and the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date the Contract is to end.

**Expenses** Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Services and agreed to in Schedule 1.

**Extraordinary Event** An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care.

**Fees** The amount payable to the Supplier for the time spent in delivery of the Services calculated on the basis stated in Schedule 1, excluding any Expenses and Daily Allowances.

**GST** The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

**Hourly Fee Rate** A Fee payable for each hour spent delivering the Services.

**Intellectual Property Rights** All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs and patents.

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**Milestone** A phase or stage in the delivery of Services resulting in a measurable output. Payment of Fees is usually due on the satisfactory delivery of a Milestone.

**Notice** A communication from one Party to the other that meets the requirements of clause 14.

**Party** The Buyer or the Supplier, and together they are the **Parties**.

**Personal Information** has the meaning given to that term in the Privacy Act.

**Personnel** All individuals engaged by either Party in relation to this Contract or the delivery of Services. Examples include: the owner of the business, its directors, employees, Subcontractors, agents, external consultants and co-opted or seconded staff.

**Privacy Act** means the Privacy Act 2020 and includes any codes or regulations issued under that Act.

**Privacy Breach** means any:

- unauthorised or accidental access to or use of, or disclosure, alteration, loss, or destruction of any Personal Information; and
- any action that prevents any Buyer from accessing Personal Information on either a temporary or permanent basis,

whether or not:

- caused by a person inside or outside of the Supplier;
- attributable in whole or in part to any action by the Supplier; or
- ongoing.

**Protective Security Incident** A security incident that is:

- a breach of protective security policy or procedures
- an approach from anybody seeking unauthorised access to officials or official information, or
- any other event that harms, or may harm, the security of the Buyer and/or the Buyer's Confidential Information.

**Services** All work, tasks and Deliverables, including those stated in Schedule 1, that the Supplier must perform and deliver under this Contract.

**Schedule** An attachment to this Contract with the title 'Schedule'.

**Start Date** The date when this Contract starts as stated in Schedule 1.

**Subcontractor** A person, business, company or organisation contracted by the Supplier to deliver or perform part of the Supplier's obligations under this Contract.

**Supplier** The person, business, company or organisation named as the Supplier in the Contract Details section.

**Variation** A change to any aspect of this Contract that complies with clause 17.1.

