BLUEHAVEN GROUP ZARIBA HOLDINGS LIMITED

MAVEN

Attachment C - Treaty Settlements Letter

18 June 2026

Environmental Protection Authority
Fast-track Consenting Team
Private Bag 63002
WELLINGTON 6140

For: Ben Bond, Team Leader, Fast-track Applications
[redacted], Application Lead
Email: [redacted]; info@fasttrack.govt.nz

Dear Ben and [redacted]

WAIRAKEI SOUTH PROJECT – REQUEST FOR FURTHER INFORMATION

1. We act for the Bell Road Limited Partnership ("applicant") in respect of its substantive application for the Wairakei South Project ("application") lodged under the Fast-track Approvals Act 2024 ("FTAA"). This letter provides the applicant's response to the following query in respect of the application, from the EPA's letter of 3 June 2026:

   The following request was raised as part of the mandatory consultation the EPA undertook with the Department of Conservation ("DoC").

   DoC's assessment found that the Site falls within the area of interest under the following Treaty Settlements:

   - *Ngāti Pūkenga Claims Settlement Act 2017 ("NSA")*
   - *Tapuika Claims Settlement Act 2014 ("TSA")*
   - *Waitaha Claims Settlement Act 2013 ("WSA")*

   To assist us in assessing if the application complies with section 46(2) of the FTAA, please provide any further information in relation to section 13(4)(l) and Schedule 5, clause 5(1)(i) of the FTAA in relation to the information DoC has identified.

2. As requested, we address the potential relevance of each of the identified Settlement Acts as follows.

Ngāti Pūkenga Claims Settlement Act 2017

Applicable principles from the NSA

3. The applicable principles of Ngāti Pūkenga's Treaty Settlement are established via both the NSA and their 2013 Deed of Settlement. Those key principles can be summarised as follows:

   (a) Restoration of Partnership and Te Tiriti Principles:

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(i) *Honouring Te Tiriti:* Re-establishing the original relationship envisioned when rangatira Te Kou o Rehua signed Te Tiriti o Waitangi at Maungatapu in 1840.

(ii) *Good faith:* A commitment from the Crown to act in good faith and build an enduring, positive relationship with the iwi.

(iii) *Mutual respect:* Basing all future interactions on mutual respect for Ngāti Pūkenga's authority and governance.

(b) Agreement on, acknowledgement of and apology for historical injustices:

(i) *Crown apology:* Sincere recognition of the suffering caused by historical breaches.

(ii) *Raupatu:* Acknowledging the unjust war brought to Tauranga Moana and the wrongful stripping of customary titles and the marginialisation that occurred as a result (which resulted in Ngāti Pūkenga being displaced to four fragmented, disconnected Kāinga: Maketū, Manaia, Ngāpeke, and Pakikakutu).

(c) Cultural redress:

(i) *Return of land:* Returning ancestral lands to Ngāti Pūkenga to restore their ability to act as guardians over local environments.

(ii) *Statutory acknowledgements:* Legally recognising Ngāti Pūkenga's cultural, spiritual, and historical ties to specific locations (e.g., Manaia River and Manaia Harbour) to ensure they are formally consulted during environmental resource management processes.

(iii) *Co-governance:* Facilitating joint administration of crucial regional waterways and ranges, such as the Piako and Waihou rivers.

(iv) *Te Reo Māori investment:* Providing dedicated funding of $500,000 for Ngāti Pūkenga's cultural revitalisation. and $180,000 for marae revitalisation in Manaia.

(d) Relationship redress:

(i) Entering into a specific relationship agreements with both the Ministry for Business, Innovation and Employment and the Minister of Conservation/Director-General of Conservation.

(ii) Entering into two protocols regarding taonga tūturu and Primary Industries respectively:

(A) The taonga tūturu protocol ("TTP") sets out how the Minister for Arts, Culture and Heritage and the Chief Executive for Manatū Taonga/Ministry for Culture and Heritage will interact with the Ngāti Pūkenga governance entity regarding any taonga tūturu found within the protocol area or identified as being of Ngāti Pūkenga origin found anywhere else Aotearoa. The "protocol area" for the TTP includes the "Tauranga and Maketū Kāinga Area of Interest" under the NSA, which the application site is within. But the TTP does not impose any specific obligations or create any additional requirements to be considered with respect to the application, as a result.

(B) The primary industries protocol ("PIP") is a protocol regarding the relationship between Ngāti Pūkenga, the Minister for Primary Industries and the Director-General of the Ministry for Primary Industries which sets out how and on what basis they will work together to maintain a positive, co-operative and enduring relationship with respect to matters in the "protocol area". The PIP applies to fisheries, biosecurity and food safety portfolios administered by the Ministry for Primary Industries. However, the PIP does not cover processes regarding the allocation of aquaculture space. The application site is not within the "protocol area" for the purposes of the PIP.

(iii) Receiving support from the Minister for Treaty of Waitangi Negotiations to enhance Ngāti Pūkenga's relationship with both other ministries and specific organisations.

(e) Economic redress:

(i) *Commercial and financial redress:* Ngāti Pūkenga received financial redress of $7 million. Commercial rights of first refusal were also granted to empower the iwi to manage and grow its own asset base.

(ii) *Centralised governance:* Managing all settlement assets autonomously via the post-settlement entity, Te Tāwharau o Ngāti Pūkenga Trust, to ensure the long-term well-being of all descendants.

Applicable provisions from the NSA

4. As noted, the application site is within the "Tauranga and Maketu Kainga Area of Interest" under the NSA. But the application site does not include or affect any of the nine cultural redress properties under that Act (Schedules 2 and 3 of the NSA).

5. The NSA includes five statutory areas (Schedule 1 of the NSA). Of those, only one is potentially relevant (or in any proximity to) the application site: Te Tumu to Waihi Estuary coastal statutory area ("statutory area"). In accordance with section 38(2) of the NSA, the statutory acknowledgment in respect of the statutory area applies, and is limited, to the area between mean high-water springs and mean low-water springs.

6. Section 30 of the NSA further provides that the only purposes of the statutory area are as follows:

(a) In respect of any resource consent application for an activity *within, adjacent to or directly affecting* the statutory area, to require:

(i) A relevant consent authority to have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 95E of the Resource Management Act 1991 ("RMA"), whether the trustees[1] are affected persons in relation to the activity (section 31 of the NSA); and

(ii) The Environment Court to have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 274 of the RMA, whether the

[1] As defined in section 11(1) of the NSA.

trustees are persons with an interest in the proceedings greater than that of the general public (section 32 of the NSA).

(b) In respect of any application made under section 44, 56, or 61 of the Heritage New Zealand Pouhere Taonga Act 2014 ("HNZA") for an authority to undertake an activity that will or may modify or destroy an archaeological site *within* the statutory area, to require:

(i) Heritage New Zealand Pouhere Taonga ("HNZ") to have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 48, 56, or 62 of the HNZA in relation to the application (section 33(2) of the NSA); and

(ii) The Environment Court to have regard to the statutory acknowledgement relating to the statutory area in determining:

(A) Whether the trustees are persons directly affected by the decision; and

(B) Under section 59(1) or 64(1) of the HNZA, an appeal against a decision of HNZ in relation to the application (section 33(3) of the NSA).

(c) To require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate wholly or partly to the statutory area (section 34 of the NSA).

(d) To require relevant consent authorities to provide summaries of resource consent applications or copies of notices of applications served under section 145(10) of the RMA to the trustees, where the application is for an activity *within, adjacent to, or directly affecting* the statutory area (section 35 of the NSA).

(e) To enable the trustees and any member of Ngāti Pūkenga to cite the statutory acknowledgement as evidence of the association of Ngāti Pūkenga's association with the statutory area, in submissions concerning activities *within, adjacent to, or directly affecting* the statutory area that are made to or before:

(i) Relevant consent authorities; or

(ii) The Environment Court; or

(iii) HNZ; or

(iv) The Environmental Protection Authority or a board of inquiry under Part 6AA of the RMA (section 36 of the NSA).

7. The following limitations also apply in respect of the statutory area and statutory acknowledgement relating to that area:

(a) Except as expressly provided for in sections 30 to 33 and 36 of the NSA:

(i) The statutory acknowledgement relating to the statutory area does not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under an enactment or a bylaw; and

(ii) A person, in considering a matter or making a decision or recommendation under an enactment or a bylaw, must not give greater or lesser weight to the association

of Ngāti Pūkenga with a statutory area than that person would give if there were no statutory acknowledgement or deed of recognition for the statutory area (section 39 of the NSA).

(b) The statutory acknowledgement does not:

(i) Affect the lawful rights or interests of a person who is not a party to the deed of settlement; or

(ii) Have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, the statutory area (section 40 of the NSA).

Assessment: Relevance of and compliance with the NSA

8. In respect of the above statutory provisions:

(a) The application site is not within or adjacent to the statutory area. Nor does it directly affect that area.

(b) The application does not involve any proceedings before the Environment Court.

(c) The Panel established to determine the application under the FTAA is not a "relevant consent authority" for the purposes of the NSA.[2] Nor is it established under Part 6AA of the RMA.

(d) There are no applicable provisions from any planning instrument (including the operative Bay of Plenty Regional Policy Statement ("RPS"), operative Regional Natural Resources Plan ("RNRP") or operative Western Bay of Plenty District Plan ("ODP")) relating to the NSA or statutory area which the applicant has not identified, addressed or complied with.

9. Accordingly:

(a) The application site is not within or adjacent to "a statutory area" as defined in the NSA (clause 5(1)(b)(i) of Schedule 5 to the FTAA);

(b) The applicant has provided all information about the NSA as it relates to the application, including identifying all relevant provisions in that Act (and the Settlement to which it relates) (section 13(4)(l) and clause 5(1)(i)(i) of Schedule 5 to the FTAA); and

(c) There is no redress provided in the NSA that affects natural and physical resources relevant to the application or application site (clause 5(1)(i)(ii) of Schedule 5 to the FTAA).

10. Notwithstanding the above, the applicant has contacted Ngāti Pūkenga regarding the application and correspondence with them is ongoing.[3]

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[2] In accordance with the relevant definitions of "consent authority" provided in sections 11(1) of the NSA and section 2(1) of the RMA, together with the definition of "relevant consent authority" provided in section 28 of the NSA.

[3] As outlined in Section 5.1 of the assessment of environmental effects submitted in support of the application and Appendix E – Mana Whenua consultation of Appendix AB to the application.

Tapuika Claims Settlement Act 2014

Applicable principles from the TSA

11. The applicable principles of Tapuika's Treaty Settlement are established via both the TSA and their 2012 Deed of Settlement. Those key principles can be summarised as follows:

    (a) Finality and closure:

        (i) *Full and Final Settlement:* The settlement provides a comprehensive, full, and final settlement of all historical (pre-September 21, 1992) claims by Tapuika against the Crown.

        (ii) *Legislative Enactment:* Tapuika is prevented from re-litigating these historical claims before the Waitangi Tribunal or the courts, while preserving any rights to pursue claims for post-1992 acts or omissions.

    (b) Crown acknowledgments and apology:

        (i) The foundation of the settlement is a formal acknowledgment by the Crown of its historical breaches of the Treaty of Waitangi and its principles. Based on an agreed historical account of Crown actions, the Crown issued a formal apology to Tapuika for failing to protect their tribal estate and interests in the 19th and 20th centuries.

    (c) Cultural redress and protection principles:

        (i) Cultural redress is guided by principles that recognise the spiritual, historical, and cultural associations of Tapuika with their rohe, including:

            (A) *Vesting of Land:* The vesting of several culturally significant sites directly to Tapuika, such as the Pokopoko Stream Scenic Reserve (134.4 hectares).

            (B) *Statutory Acknowledgements and Deeds of Recognition:* The Crown provides statutory acknowledgements over 27 areas and waterways (including the Kaituna River).

            (C) *Opoutihi Protection Principles:* Specific protocols (known as Whenua Rāhui) were established for sites such as Opoutihi to outline shared principles for protecting wāhi tapu, indigenous flora and fauna, and allowing Tapuika to deal with un-earthed koiwi in accordance with their tikanga. The Whenua Rāhui is not within the application site.

            (D) *Co-governance:* The settlement supported the establishment of the Kaituna River Authority (Te Maru o Kaituna) to restore and protect the environmental and spiritual health of the river.

    (d) Relationship redress:

        (i) Entering into two protocols regarding taonga tūturu and Crown minerals respectively and a conservation relationship agreement:

            (A) The TTP sets out how the Minister for Arts, Culture and Heritage and the Chief Executive for Manatū Taonga/Ministry for Culture and Heritage will

interact with the Tapuika governance entity regarding any taonga tūturu found within the protocol area or identified as being of Tapuika origin found anywhere else in Aotearoa. The application site comes within the "protocol area" for purposes of the TTP. But the TTP does not impose any specific obligations or create any additional requirements to be considered with respect to the application, as a result.

(B) The Crown minerals protocol ("CMP") is a protocol between Tapuika and the Minister of Energy and Resources regarding consultation that must occur in respect of various minerals programmes, block offers, applications, permits and other matters relating to Crown minerals. The application site is within the "protocol area" for the purposes of the CMP. But the CMP does not impose any specific obligations or create any additional requirements to be considered with respect to the application, as a result.

(C) The Conservation Relationship Agreement ("CRA") sets out how DoC and Tapuika will work together in fulfilling the agreed strategic objectives across the Tapuika Agreement Area. It is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Tapuika and DoC. The application site is within the Tapuika Agreement Area for the purposes of the CRA. But the CRA does not impose any specific obligations or create any additional requirements to be considered with respect to the application, as a result.

(e) Financial and commercial redress:

(i) *Financial Compensation:* The settlement included a financial redress package of $6 million plus accrued interest to support the economic and social development of the iwi.

(ii) *Commercial Presence:* To enhance Tapuika's cultural and economic presence in Te Puke (the heart of their traditional territory), the settlement included $0.5 million as well as options to purchase commercial transfer properties and rights of first refusal over designated Crown lands (such as parts of Te Matai Forest) for up to 171 years.

(f) Representation and accountability (Post-Settlement Governance):

(i) The settlement principles ensure that all benefits and assets are managed by a transparent, democratic governance entity. The Tapuika Iwi Authority Trust ("TIA") is the mandated representative organisation responsible for managing the settlement's assets for the benefit of all Tapuika members, wherever they may live.

Applicable provisions from the TSA

Cultural redress properties

12. The application site is within Tapuika's "Area of Interest" under the TSA. But the application site does not include or affect any of the 15 cultural redress properties under that Act (Schedules 2 and 3 of the TSA).

Statutory areas

13. The TSA includes 27 statutory areas (Schedule 1 of the TSA). Of those, only two are potentially relevant (or in close proximity to) the application site: the Kaituna River and the coastal marine area from Little Waihi to Wairakei. The provisions in the TSA regarding the purposes and effect of the statutory areas identified in that Act are virtually identical to those provided in the NSA as outlined in paragraphs 6 and 7 above (see Part 2, Subpart 2 of the TSA).

Kaituna River

14. Part 3 of the TSA provides for the establishment of Te Maru o Kaituna and preparation of the Kaituna River document.

15. The purpose of Te Maru o Kaituna is the restoration, protection, and enhancement of the environmental, cultural, and spiritual health and well-being of the Kaituna River (section 115 of the TSA). In order to achieve that purpose, the functions of Te Maru o Kaituna include (section 116 of the TSA):

    (a) Preparing and approving the Kaituna River document;

    (b) Monitoring the implementation and effectiveness of the Kaituna River document;

    (c) Supporting the integrated and collaborative management of the Kaituna River;

    (d) Providing advice and recommendations to local authorities:

        (i) Relating to projects, action, or research designed to restore, protect, or enhance the health and well-being of the Kaituna River; and

        (ii) On the appointment of commissioners to hear and decide applications for resource consents under the RMA that affect the Kaituna River; and

    (e) Facilitating the participation of iwi in the management of the river.

16. The purpose of the Kaituna River document is (section 122 of the TSA):

    (a) To promote the restoration, protection, and enhancement of the environmental, cultural, and spiritual well-being of the Kaituna River; and

    (b) To the extent necessary to fulfil the purpose described in paragraph (a), to provide for the social and economic well-being of people and communities.

17. Section 123 of the TSA provides that local authorities must recognise and provide for the vision, objectives and desired outcomes of the Kaituna River document, in preparing or amending a regional policy statement, regional plan or district plan under the RMA.

Lower Kaituna Wetlands Wildlife Management Reserve

18. Sections 130-132 of the TSA address the vesting, gifting and future management of the Lower Kaituna Wetlands Wildlife Management Reserve ("Reserve"). The Reserve is located to the south-east of the application site, along the southern boundary of the Kaituna River.

19. The TSA provides that ownership of the Reserve is to be vested either jointly in the trustees of the Tapuika Iwi Authority Trust and the Ngāti Whakaue entity, or solely in the trustees. Under either process, the fee simple in the Reserve automatically vested in the Crown a short period thereafter, as a gifting back to the Crown by the trustees (and Ngāti Whakaue entity, if appropriate) for the people of Aotearoa.

Assessment: Relevance of and compliance with the TSA

20. Having regard to the above, the applicant's position is as follows:

    (a) The application site is not within or adjacent to "a statutory area" as defined in the TSA (clause 5(1)(b)(i) of Schedule 5 to the FTAA);

    (b) The applicant has provided all information about the TSA as it relates to the application, including identifying all relevant provisions in that Act (and the Settlement to which it relates) (section 13(4)(l) and clause 5(1)(i)(i) of Schedule 5 to the FTAA); and

    (c) There is no redress provided in the TSA that affects natural and physical resources relevant to the application or application site (clause 5(1)(i)(ii) of Schedule 5 to the FTAA).

21. However, the applicant acknowledges that the application is in proximity to both the Kaituna River and the Reserve. It has accordingly engaged directly with both Te Maru o Kaituna and TIA regarding the application for over a year now. And that engagement is ongoing.[4] It has also ensured that the application has properly assessed and addressed any potential downstream effects of the proposal on both the Kaituna River and Reserve. Noting of course that the vision, objectives and desired outcomes of the Kaituna River document must be appropriately incorporated into the RPS, RNRP and ODP, in accordance with section 123 of the TSA.

Waitaha Claims Settlement Act 2013

Applicable principles from the WSA

22. The applicable principles of Waitaha's Treaty Settlement are established via both the WSA and their 2011 Deed of Settlement. Those key principles can be summarised as follows:

    (a) The principle of Ngā Tikanga o Waitaha (tribal identity and values):

        (i) Unlike generic settlements, the Waitaha framework explicitly embeds Ngā Tikanga o Waitaha as its foundational guiding principles. The Crown and iwi agreed that the settlement must uphold and reinforce these specific cultural dimensions:

            (A) *Te Mauriora and Te Mauritapu:* Prioritising human well-being, healthy emotional expression, and positive community behaviours.

            (B) *Te Whakakaha and Te Whakanui:* Actively strengthening and elevating the presence, language, and culture of the iwi.

            (C) *Manaaki and Awhina:* Nurturing, supporting, and caring for all members.

[4] Ibid.

(D) *Te Whakapapa ki te Whenua and Te Kaitiaki:* Honouring genealogy, deep kinship to the land, and the tribal obligation of environmental stewardship/guardianship.

(b) The elevation of ancestral redress (the Hakaraia principle):

(i) A defining core component of this settlement is the formal recognition of the Waitaha tūpuna Hakaraia Mahika. Hakaraia was a significant 19th-century poropiti and rangatira who initially preached peaceful engagement but was later targeted during the Crown's military campaigns. The principle here mandates that the cultural, economic, and historical redress must explicitly restore his honour and address the specific grievances related to his unjust treatment and the subsequent Crown raupatu of Waitaha lands.

(c) Absolute finality and universality:

(i) *Comprehensive Resolution:* The settlement provides a full and final resolution of all historical Treaty claims resulting from Crown acts or omissions prior to September 21, 1992.

(ii) *Inclusive Benefit:* Assets and benefits secured through the settlement are managed under the principle that they must benefit all members of Waitaha, regardless of where they currently live.

(d) Cultural redress:

(i) The settlement applies the principle of *active protection* of Waitaha interests by restoring ownership and management input over ancestral sites:

(ii) *Vesting of Sites:* Culturally critical sites were returned to the iwi in fee simple, including the Hine Poto, Ohineangaanga, and Te Haehae sites. Historic locations like the Maungaruahine Pā Historic Reserve were vested back to be managed appropriately as reserves.

(e) Relationship redress:

(i) Entering into two protocols regarding taonga tūturu and Crown minerals respectively, to the same effect as for Tapuika under the TSA.

(ii) Entering into a Conservation Protocol (“CP”) with the Minister of Conservation. The CP sets out a framework that enables DoC and Waitaha to establish a constructive working relationship that gives effect to section 4 of the Conservation Act 1987. It provides for Waitaha to have meaningful input into relevant policy, planning and decision-making processes in DoC’s management of conservation lands and fulfilment of statutory responsibilities within the Waitaha Protocol Area. The application site comes within the Waitaha Protocol Area for purposes of the CP. But the CP does not impose any specific obligations or create any additional requirements to be considered with respect to the application, as a result.

(f) Economic restoration and recompense:

(i) *Compensatory Redress:* Grounded in the Treaty principle of *redress* (fair compensation for wrongs suffered), the settlement provides a financial and commercial package.

(ii) *Self-Determination:* These resources are designated specifically to provide the post-settlement governance entity, Te Kapu o Waitaha, with the independent means to advance the economic and social well-being of their people moving forward.

Applicable provisions from the WSA

Cultural redress properties

23. The application site is within Waitaha's "Area of Interest" under the WSA. But the application site does not include or affect any of the eight cultural redress properties under that Act (Schedules 3 and 4 of the WSA).

Statutory areas

24. The TSA includes 16 statutory areas (Schedule 1 of the WSA). Of those, the following are potentially relevant (or in close proximity to) the application site:

    (a) Part of the Kaituna River;

    (b) Te Kopuaroa River;

    (c) Wairakei Stream; and

    (d) Coastal marine area from Maketu to Mauao.

25. The provisions in the WSA regarding the purposes and effect of the statutory areas identified in that Act are virtually identical to those provided in the NSA as outlined in paragraphs 6 and 7 above (see Part 2, Subpart 2 of the WSA).

Declaration of Te Whakairinga Kōrero

26. Two sites are subject to an overlay classification called Te Whakairinga Kōrero – Ōtawa and Te Ara a Hei (section 42 of the WSA). But neither of those sites are within the application area.

Assessment: Relevance of and compliance with the WSA

27. Having regard to the above, the applicant's position is as follows:

    (a) The application site is adjacent to the Te Kopuaroa River statutory area. Otherwise, the application site is not within or adjacent to "a statutory area" as defined in the WSA (clause 5(1)(b)(i) of Schedule 5 to the FTAA);

    (b) The applicant has provided all information about the WSA as it relates to the application, including identifying all relevant provisions in that Act (and the Settlement to which it relates) (section 13(4)(l) and clause 5(1)(i)(i) of Schedule 5 to the FTAA); and

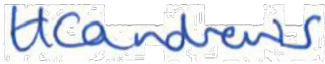
    (c) There is no redress provided in the WSA that affects natural and physical resources relevant to the application or application site (clause 5(1)(i)(ii) of Schedule 5 to the FTAA).

28. The applicant also acknowledges that the application is in proximity to both the Kaituna River and the Reserve. It has accordingly engaged directly with Waitaha for over a year now. That engagement is ongoing and has resulted in Waitaha preparing a Cultural Impact Assessment which has been provided with the application.[5] The applicant has also ensured that the application has properly assessed and addressed any potential downstream effects of the proposal on the Te Kopuaroa River, the Kaituna River and Reserve.

Conclusion

29. We trust the above provides a sufficient response to the relevant query from the EPA's letter of 3 June 2026. We are able to expand on any aspect of the above in more detail, if required.

Yours faithfully



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[5] Ibid.