

## Negotiations: In Confidence

Office of the Minister for Treaty of Waitangi Negotiations

Cabinet Social Outcomes Committee

## Ngāi Tai (Tōrere): Decisions for Crown offer and agreement in principle

### Proposal

- 1 This paper seeks Cabinet agreement to a Crown offer for comprehensive Treaty settlement redress (the **Crown offer**) to Ngāi Tai (Tōrere). If accepted, this offer will inform the agreement in principle (**AIP**) between the Crown and Ngāi Tai to be signed by December 2025.

### Relation to government priorities

- 2 This proposal directly relates to the Government's priority of settling all historical Treaty of Waitangi claims.

### Executive Summary

- 3 Ngāi Tai is an iwi of approximately 3,700 people of Tainui waka descent with an area of interest (**AOI**) in the eastern Bay of Plenty. The Ngāi Tai AOI spans approximately 46,000 hectares (**ha**) centred around Tōrere on the eastern Bay of Plenty coast, between neighbouring iwi Whakatōhea and Te Whānau a Apanui (see map at **Appendix One**). The primary claim of Ngāi Tai, Wai 78, was made in 1988 and relates to land taken in satisfaction of survey liens in 1931. A 2023 amended statement of claim identified a number of other more generic areas in which the claimants consider the Crown has breached the Treaty.
- 4 The Crown and Ngāi Tai have engaged in negotiations throughout 2024 and 2025. Ngāi Tai are motivated to settle if we can deliver on their areas of focus for the settlement, being aquaculture redress, redress over the school in their rohe, and the return of significant amounts of conservation land. I intend to sign an agreement in principle by December 2025, subject to Cabinet and Ngāi Tai agreement to the redress package.

### *Proposed Crown offer*

- 5 I seek Cabinet agreement to the proposed Crown offer redress package, including:
  - 5.1 financial and commercial redress, including: \$12.000 million in financial redress and the reservation of 5,000 ha of marine space for aquaculture activities for a period of up to 35 years; and
  - 5.2 cultural redress, including: the sale and leaseback of one Ministry of Education property *Te Kura o Tōrere* (land only), the transfer of ownership **9(2)(j)** of public conservation land to Ngāi Tai as a local purpose reserve, a right of deferred selection over up to 3,000 ha of public conservation land **9(2)(j)** the appointment of Ngāi

Tai to control and manage the remainder of all conservation land in their AOI (mostly as a local purpose reserve) and a right of first refusal over any public conservation land remaining in their AOI after settlement, subject to agreements reached with overlapping groups.

- 6 The redress package contains both standard and non-standard Treaty settlement redress. The “non-standard redress” included is the reservation of marine space for aquaculture and the extent of the conservation land redress. It is common in the eastern Bay of Plenty area as both the Whakatōhea and Te Whānau a Apanui settlements include aquaculture arrangements. I consider the inclusion of aquaculture redress in the Ngāi Tai settlement to be low risk and not without precedent. The proposed conservation redress is based on standard redress instruments used on a larger than normal scale. I consider the conservation package to be low risk and that the scale will not undermine the durability of previous settlements.
- 7 The proposed redress is subject to overlapping interests being addressed to the Crown’s satisfaction.

*Financial implications*

- 8 9(2)(j) [REDACTED]

**Background**

- 9 Ngāi Tai whakapapa to the Tainui waka. Their turangawaewae is in the eastern Bay of Plenty, with their one marae located at Tōrere in the Ōpōtiki District. They are an iwi of approximately 3,700 people. The Ngāi Tai AOI is approximately 46,000 ha centred around the coastal settlement of Tōrere, between neighbouring iwi Whakatōhea and Te Whānau a Apanui.
- 10 The Ngaitai Iwi Authority (the **Authority**) is the representative entity for Ngāi Tai. The Crown recognised the Authority’s mandate to engage in Treaty negotiations in 2014, however due to internal disputes negotiations did not progress at that time and the Authority went into abeyance. The Authority appointed new trustees at the start of 2023 and the Crown recognised its refreshed mandate in August 2023. Terms of Negotiation were signed in September 2023 and Ngāi Tai and the Crown have been engaged in negotiations throughout 2024 and 2025.

*Ngāi Tai Treaty of Waitangi Grievances*

- 11 The key Treaty of Waitangi grievances for Ngāi Tai relate to land taken in satisfaction of survey liens in 1931, the 1866 eastern Bay of Plenty raupatu, Crown purchasing, public works takings, land developments schemes, the Māori Trustee and the Public

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<sup>1</sup> The quantum model is a Crown framework used to estimate the financial redress value for a settlement, taking into consideration a range of factors such as extent of land loss, nature of Treaty breaches, benchmarks set by prior settlements for similar grievances, population of the claimant group, overlapping interests with neighbouring iwi and any other special factors.

Trustee, socio-economic disadvantage, rating issues, resource management, failure to protect ngā taonga tuku iho o Ngāi Tai, and environmental issues.

**Crown offer to Ngāi Tai**

- 12 The settlement package developed for Ngāi Tai addresses the interests and aspirations of Ngāi Tai, is comparable to other settlements, and is in line with the accepted Treaty settlement framework.
- 13 I propose the Crown offer to Ngāi Tai comprises a Crown apology, Crown acknowledgement of Treaty breaches, an agreed historical account, financial redress, commercial redress, cultural redress, and relationships with Crown agencies and other entities.
- 14 I propose the Ngāi Tai AIP incorporate a provisional set of Crown acknowledgements and a list of provisional historical account headings. An agreed historical account, Crown acknowledgements and Crown apology will be developed prior to initialling a deed of settlement (**DOS**).

*Total settlement value*

- 15 9(2)(j) [Redacted]
- 16 9(2)(j) [Redacted]

*Financial redress*

- 17 I intend to offer Ngāi Tai up to \$12.000 million in financial redress and seek Cabinet agreement to make final decisions regarding the allocation of the proposed total settlement value. I also seek agreement to offer interest on the financial redress amount from the day of the signing of the AIP to the day before settlement date.
- 18 9(2)(j) [Redacted]

*Commercial and cultural redress*

Reservation of marine space for aquaculture

- 19 I seek approval to offer Ngāi Tai reservation of 5,000 ha of marine space for aquaculture activities for a period of up to 35 years. I also intend to offer Ngāi Tai up to \$1.000 million to assist with resource consent applications, the cost of which will form part of the financial redress amount.
- 20 I consider the reservation of space will provide Ngāi Tai a significant commercial opportunity in a rohe where the Crown has limited commercial assets to offer the iwi in a Treaty settlement. While this is non-standard redress, agreement to reserve 5,000 ha of marine space was included in both the Whakatōhea and Te Whānau a Apanui settlements.
- 21 Marine aquaculture presents a significant opportunity for the Bay of Plenty. Alongside growing jobs and improving economic, cultural, and social outcomes, the Bay of Plenty development could contribute \$200 million toward the Government's Aquaculture Development Plan goal of \$3 billion in aquaculture revenue by 2035, and over \$500 million in annual revenue by 2050.
- 22 The reserved marine space will provide Ngāi Tai with an opportunity to apply for resource consents for aquaculture activities in their own name. It will be time bound and for a defined area, set out in Ngāi Tai settlement legislation. The offer to reserve space will not guarantee the granting of resource consents and will note that if consents were to be subsequently granted, Ngāi Tai will bear all the normal risks associated with operating a space for marine aquaculture. The \$1.000 million to assist with the cost of resource consents is unlikely to cover the full costs associated with the resource consent process and is intended to be a Crown contribution towards costs. Whakatōhea also received \$1.000 million to assist with the cost of resource consents as a part of their Treaty settlement.
- 23 Aquaculture redress developed through a Treaty settlement is separate to the aquaculture redress provided for through the Aquaculture Settlement Act, however, any aquaculture redress developed in a Treaty settlement (i.e. reservation of new space) will create Crown obligations under the Aquaculture Settlement Act. The proposed 5,000 ha offered to Ngāi Tai through the Treaty settlement will 9(2)(j)

Te Kura o Tōrere (school)

- 24 I propose to offer Ngāi Tai cultural sale and leaseback redress over *Te Kura o Tōrere* (land only).
- 25 The acquisition of *Te Kura o Tōrere* is a major aspiration for Ngāi Tai due to the cultural significance of the site, the location of the school in the heart of their rohe, and the majority of the school's roll being of Ngāi Tai descent. Whilst Ministry of Education (MOE) property redress in a settlement is usually commercial redress, Ngāi Tai wish for the school to be part of their cultural redress package as part of the land on which *Te Kura o Tōrere* is located was gifted by Ngāi Tai to the Crown.

- 26 Sale and leaseback of school sites is subject to standard MOE policies and operational considerations. The policy settings provide for the transfer of land only, with ownership of the improvements remaining unaffected by the transfer. Operational considerations, such as shared school sites or some Board of Trustee house site issues, may mean a specific site can be available but would be subject to specific processes in the DOS (or lease). As cultural redress, the settlement legislation would vest the school in Ngāi Tai on settlement date and be paid for from the cultural redress portion of the total settlement value.
- 27 MOE would be responsible for ongoing lease costs for as long as the site is required as a school. 9(2)(j) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] Whether this site forms part of the cultural or commercial redress package, the financial cost to MOE remains the same.

Conservation redress

- 28 I seek approval to offer Ngāi Tai a comprehensive conservation package comprising:
- 28.1 transfer: the transfer of ownership of 9(2)(j) [REDACTED] conservation land at settlement date, subject to a local purpose reserve classification. Conservation values would be protected, and public access and third-party interests would be maintained. The amount proposed for transfer will be confirmed post-AIP and will be subject to overlapping interests, 9(2)(j) [REDACTED]  
[REDACTED]
- 28.2 control and manage: appointment to control and manage, as a reserve or marginal strip, any public conservation land in their AOI not transferred to them or subject to alternative redress agreed with overlapped groups. The Crown would retain ownership, but Ngāi Tai would be responsible for management. conservation values would be protected, and public access and third-party interests would be maintained;
- 28.3 reclassification: all conservation land that Ngāi Tai are appointed to control and manage, excluding marginal strips, to be reclassified as a local purpose reserve with a dual purpose that recognises Ngāi Tai’s relationship to the whenua and protects ecological values (Ngāi Tai Whenua Kura and Ecological Restoration). Officials consider the proposed classification will maintain the current level of conservation protection of the land, which is a mix of reserved, conservation areas, and part of the Raukūmara Conservation Park;
- 28.4 deferred selection: a deferred selection right over up to 3,000 ha of conservation land where Ngāi Tai have been appointed to control and manage (excluding marginal strips). 9(2)(j) [REDACTED]  
[REDACTED] This right would be from a single selection unit and for a period of up to five years. This is a tool normally used to provide



9(2)(j)

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### Overlapping interests

37 Ngāi Tai's AOI is overlapped by neighbouring iwi groups including Whakatōhea, Te Whānau a Apanui, Te Whānau a Kai, Te Aitanga ā Māhaki, and Ngā Ariki Kaiputahi/Ngā Uri o Tamanui. My officials are monitoring the progress of engagement led by Ngāi Tai and providing support to Ngāi Tai as requested. I am therefore satisfied overlapping interests discussions are progressing appropriately. Should the Crown offer be accepted, my officials will undertake engagement with overlapping groups before the signing of an AIP. I note redress may be amended due to overlapping interest discussions. Overlapping interests will be addressed to the Crown's satisfaction prior to initialling a DOS.

### Next steps

38 Subject to Cabinet agreement, I intend to make a formal Crown offer to the Authority on 19 September 2025. If the offer is accepted, I intend to sign an AIP with Ngāi Tai before the end of December 2025.

39 In order to finalise the Crown offer to Ngāi Tai and sign an AIP, I seek Cabinet agreement:

39.1 to make a Crown offer of the redress package as agreed above to Ngāi Tai to settle their historical Treaty of Waitangi claims;

39.2 to delegate to relevant Ministers the ability to make changes to amend the redress within parameters agreed by Cabinet; and

39.3 to sign an AIP with Ngāi Tai should they accept the Crown offer.

### Delegation to act

40 As minor changes may be needed in the Crown's offer following decisions on this paper, I seek authorisation for relevant portfolio Ministers to finalise or vary the redress consistent with the intent of Cabinet's decisions within the general parameters of the Treaty settlement framework and subject to there being no financial implications.

### Regulatory Impact Statement

- 41 A regulatory impact statement is not required because the proposal does not amend or affect existing regulatory arrangements.

### Legislative, Cost-of-Living, Human Rights and Population Implications

- 42 No legislative and cost-of-living implications arise directly as a result of this paper. The proposals outlined in this paper are consistent with the New Zealand Bill of Rights Act 1990 and the Human Rights Act 1993.
- 43 Ngāi Tai have an approximate population of 3,700 people. This proposal supports the delivery of a Treaty settlement that is intended to have positive effects on this population.

### Use of external Resources

- 44 Due to the unique nature of the work Te Tari Whakatau undertakes in Treaty settlements, there is a need to use external experts to support the work. Examples of this include the use of Chief Crown Negotiators, experts in tikanga and te ao Māori and utilising the support of local expertise. External resources are contracted as and where required, and in line with relevant guidance. Glenn Webber is my Chief Crown Negotiator for the Ngāi Tai settlement.

### Publicity, Consultation, and Proactive Release

- 45 Te Tari Whakatau will develop a communications strategy, alongside relevant agencies, to ensure affected and interested parties are informed of the content of the AIP at the time it is signed. The communications strategy will address how officials and Ngāi Tai would consult with overlapping groups and potentially affected parties. Te Tari Whakatau will make the AIP available to the media and public on its website.
- 46 In preparing this paper, Te Tari Whakatau has consulted with all relevant agencies that are proposed to be involved in this Treaty settlement. A list of agencies consulted is provided in **Appendix Two**.
- 47 I intend to proactively release this paper, making any necessary redactions, within 30 business days of an AIP being signed with Ngāi Tai. Deferring proactive release is appropriate in these circumstances as the content in this paper will remain negotiations sensitive until the AIP has been signed.

### Recommendations

I recommend the Cabinet Social Outcomes Committee:

1. **note** Ngāi Tai are motivated to settle if we can deliver on their areas of focus for the settlement, being aquaculture redress, redress over the school in their rohe, and the return of significant amounts of conservation land;

*Crown apology redress*

2. **agree** the agreement in principle for settlement will incorporate a provisional set of Crown acknowledgements and a series of provisional historical account headings;

*Total settlement value*

3. **approve** the total settlement value 9(2)(j) [REDACTED] which includes a financial redress amount of \$12.000 million and the cost of cultural redress;

*Commercial and cultural redress*

Reservation of marine space for aquaculture

4. **agree** to offer Ngāi Tai the reservation of 5,000 hectares of reserved marine space within the marine area for aquaculture activities for a period of up to 35 years;
5. **note** the Crown offer will include up to \$1.000 million to assist Ngāi Tai with resource consent applications, the cost of which will be met by the total settlement value;

Te Kura o Tōrere

6. **agree** to offer Ngāi Tai the sale and leaseback of *Te Kura o Tōrere* (land only) as cultural redress;

Transfer of conservation land

7. **agree** to offer Ngāi Tai the transfer of ownership of 9(2)(j) [REDACTED] conservation land, subject to a local purpose reserve classification;
8. **agree**, subject to agreement to recommendation 9, to appoint Ngāi Tai to control and manage the remainder of all public conservation land in their area of interest as a local purpose reserve;
9. **agree** to the reclassification, as a local purpose (Ngāi Tai Whenua Kura and Ecological Restoration) reserve, of any conservation land in the Ngāi Tai area of interest that is transferred to them or they are appointed to control and manage (excluding marginal strips);
10. **agree** to offer Ngāi Tai a right of deferred selection over up to 3,000 ha of conservation land;
11. 9(2)(j) [REDACTED]  
[REDACTED]  
[REDACTED]
12. **agree** to offer Ngāi Tai a right of first refusal over any public conservation land remaining in the Ngāi Tai area of interest;
13. **note** Te Tari Whakatau and the Department of Conservation officials will explore sites for unencumbered transfer within current policy settings;

Relationship redress

14. **note** Ngāi Tai may seek enhancements to their Crown offer in the form of standard relationship redress;

*Financial implications*

15. **note** the cost to the Crown of the settlement proposal for Ngāi Tai is estimated at:

Table A: Financial Implications of the proposed settlement	9(2)(j)	Proposed \$m
<i>Financial and commercial redress</i>		
Financial redress (including \$1.000 million for aquaculture resource consent contribution)	9(2)(j)	12.000

9(2)(j)

16.

*Next steps*

- 17. **agree** that the Minister for Treaty of Waitangi Negotiations present Ngāi Tai with the Crown offer;
- 18. **authorise** the Minister for Treaty of Waitangi negotiations to sign an agreement in principle with Ngāi Tai should they accept the offer;
- 19. **note** the Crown and Ngāi Tai are working towards addressing overlapping interests to the Crown’s satisfaction before initialling a deed of settlement; and

*Delegation to act*

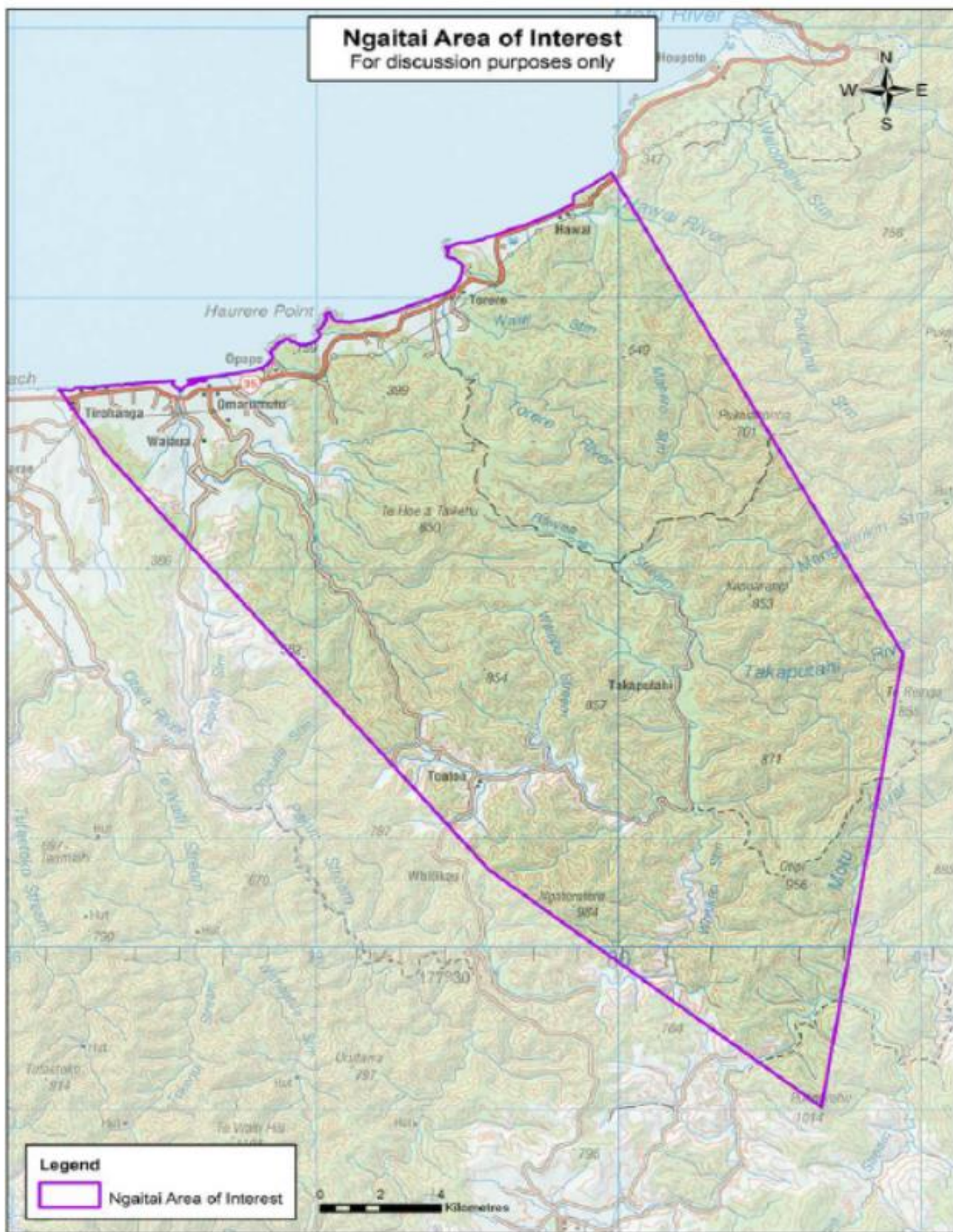
- 20. **authorise** the Minister for Treaty of Waitangi negotiations and other relevant portfolio Ministers to finalise or vary the redress consistent with the intent of Cabinet’s decisions within the general parameters of the Treaty settlement framework and subject to there being no financial implications.

Authorised for lodgement

Hon Paul Goldsmith  
**Minister for Treaty of Waitangi Negotiations**

<sup>3</sup> 9(2)(j)

Appendix One: Ngāi Tai area of interest



**Appendix Two: Agencies consulted on redress included in this Cabinet paper**

<b>Crown agencies</b>
Department of Conservation
Department of the Prime Minister and Cabinet
Ministry for Primary Industries
Ministry of Education
Te Puni Kōkiri
Treasury