

TE ARAWA RIVER IWI
and
THE TRUSTEES OF TE ARAWA RIVER IWI TRUST
and
THE SOVEREIGN
in right of New Zealand

**DEED IN RELATION TO A
CO-MANAGEMENT FRAMEWORK FOR
THE WAIKATO RIVER**

9 March 2010

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**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK
FOR THE WAIKATO RIVER**

THIS DEED is made between

TE ARAWA RIVER IWI

and

THE TRUSTEES OF TE ARAWA RIVER IWI TRUST

and

THE SOVEREIGN in right of New Zealand

1 THE CONTEXT OF THIS DEED

REASONS FOR THIS DEED

- 1.1 The parties agree that protective measures are essential to safeguard the Waikato River as one of the great natural and cultural treasures of Aotearoa New Zealand, and that the highest standards of protection should be applied to the Waikato River. The co-management framework set out in this deed is intended to support these viewpoints.
- 1.2 The parties maintain their own viewpoints in respect of the Waikato River that converge in the objective to care for, protect, and enjoy the Waikato River. This deed does not address nor preclude further discussion about title or ownership.
- 1.3 The Te Arawa River Iwi believe that within their rohe they maintain their mana whenua, kaitiakitanga, ahi kaa, and mana whakahaere. The Waikato River and its tributaries run through their rohe, and its catchments include their traditional lands. All of their natural resources (including the Waikato River and its tributaries) are taonga to them and integral to their tribal identities; the mauri of the people and the mauri of their waterways is indivisible. Therefore, and according to their tikanga, kawa and whakapapa, the Te Arawa River Iwi are responsible for the protection and management of their taonga and they long to see the restoration of the mauri of their waterways. They have never agreed to cede their authority over or rights in the River or tributaries.
- 1.4 The Crown believes that it has responsibilities in relation to the Waikato River on behalf of the regional community and the nation as a whole. The Waikato River and its catchment play a significant strategic role for Aotearoa New Zealand as a source of energy, the location of significant primary industry, and recreational activities. There are important values and relationships between the River and people and communities that the Crown must respect, including private and public interests associated with the River and its environs. There are also existing statutory frameworks and Treaty of Waitangi obligations. In recognising the national importance of the River and its catchment, the Crown considers that a new era of co-management in respect of the Waikato River is an appropriate way to secure the longer-term sustainability and health of the River for present and future generations.

OTHER CLAIMS OF THE TE ARAWA RIVER IWI

- 1.5 The Crown and the Te Arawa River Iwi acknowledge that:
 - 1.5.1 the Affiliate Te Arawa Iwi/Hapu (as that term is defined in the TPT settlement deed) and the Crown entered into the TPT settlement deed for the settlement of the Historical Claims (as that term is defined in the TPT settlement deed) of the Affiliate Te Arawa Iwi/Hapu;
 - 1.5.2 the Affiliate Te Arawa Iwi/Hapu and the Crown (among other parties) entered into the CNI settlement deed for the settlement of the Historical CNI

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Forests Land Claims (as that term is defined in the CNI settlement deed) of the Affiliate Te Arawa Iwi/Hapu;

- 1.5.3 pursuant to clause 11.21 of the TPT settlement deed, the Crown undertook to provide co-management arrangements for specific Affiliate Te Arawa Iwi/Hapu with interests in the Waikato River and its environs from Huka Falls to Pohaturoa (Atiamuri);
- 1.5.4 the co-management arrangements under that clause 11.21 were to be:
 - (a) no less than those provided to Waikato-Tainui; and
 - (b) provided to specific Affiliate Te Arawa Iwi/Hapu either through amendment to the TPT legislation or through other arrangements agreed by the Crown and Affiliate Te Arawa Iwi/Hapu; and
- 1.5.5 to avoid doubt, nothing in this deed limits the redress provided to the Affiliate Te Arawa Iwi/Hapu under the TPT settlement deed or the CNI settlement deed.

TE ARAWA RIVER IWI HISTORICAL ACCOUNT

Introduction

- 1.6 The interests of the Te Arawa River Iwi in the Waikato River have been affected by the loss of land through the operation and impact of the native land laws, Crown and private purchasing of land, and alienations under Public Works legislation for a number of purposes, including electricity generation.

Modification of the Waikato River

- 1.7 From the 1920s, the Crown embarked on a series of major hydro-electricity developments that affected both the Waikato River, and the land adjacent to it. The first dam constructed by the Crown on the River was commissioned at Arapuni in 1929. In 1940 and 1941 control gates and a diversion channel were built at the Lake Taupo outlet in order to control and regulate the level of the lake. The periodic discharge of water through the control gates on the River caused flooding along the riverbanks downstream, and generated considerable public concern.
- 1.8 Following the construction of the Taupo control gates a series of major hydro-electric power stations were built over the next 30 years along the length of the Waikato River. The new stations were at Karapiro (built in 1940-47), Maraetai I (1946-1952), Whakamaru (1949-56), Atiamuri (1953-58), Waipapa (1955-61), Ohakuri (1956-61), Aratiatia (1959-64), and Maraetai II (1959-61, 1967-70). The Upper Waikato River contains more dams than any other waterway in New Zealand.
- 1.9 As a result of the dam construction and associated flooding, many points of access and food-gathering places along the banks of the River were lost to the Te Arawa River Iwi. There was a significant loss of whare, pa, wahi tapu, urupa, sites of significance and other important areas to the Te Arawa River Iwi through the flooding associated with the hydro-electric developments. For example, the Ngawapurua pa

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(occupied by Ngati Tahu-Ngati Whaoa) was flooded when the Ohakuri Dam was built and Motutahae (a pa located on an island in the Waikato River) is now submerged due to the construction of that dam.

- 1.10 The dams and control gates have impeded the natural flow of the Waikato River, which has affected the mauri of the River.
- 1.11 Specific geothermal sites around the Waikato River, which were of significance to the Te Arawa River Iwi, were also affected by the construction of electricity generation facilities along the Waikato River. Many of the geothermal sites that were once used in day-to-day life by Ngati Tahu-Ngati Whaoa were destroyed or adversely affected by the flooding associated with those facilities.
- 1.12 Orakei Korako and Ohaki are two of the sites that were adversely affected by the flooding of the area. Orakei Korako was a principal settlement of the Ngati Tahu-Ngati Whaoa people for centuries. Three quarters of the geysers and hot springs at Orakei Korako were flooded and road access cut off when the Ohakuri dam was completed in 1960, and when it was filled on January 1961. The last of the Ngati Tahu-Ngati Whaoa people living at Orakei Korako were moved from their homes to Taupo. Prior to moving, these families witnessed their homes being burnt to the ground to clear the area in readiness for flooding by the construction of the Ohakuri dam.
- 1.13 The commissioning of the Ohaki geothermal power station produced significant environmental effects, including subsidence leading to flooding. This continues to threaten many treasured taonga including the Ohaki Marae, urupa and wahi tapu. The Ohaki Ngawha (hot pool) was at one time the largest natural boiling hot pool in the southern hemisphere. When development commenced, the extraction of geothermal fluid made the water level in the Ohaki Ngawha drop causing significant damage. The ngawha is now fed by geothermal bore water, which contains chemicals added to prevent silica depositing in the bore pipes. Most of the other flowing surface features at Ohaki have dried up because of the extraction of geothermal fluid.
- 1.14 These modifications to the Waikato River, loss of associated geothermal resources, and the displacement of people have caused considerable distress to the Te Arawa River Iwi.

Other impacts on the Waikato River

- 1.15 There have been other significant alterations to the ecology of the Upper Waikato River. These impacts were caused by the establishment of major exotic forest plantations and associated processing plants; the clearance of native vegetation and the rapid expansion of the dairy industry; rural residential expansion; the draining of wetlands and discharges into waterways; domestic and industrial abstraction of water from the River; and, industrial development including the construction of geothermal power stations at Wairakei and Ohaki.
- 1.16 All of these activities have contributed to the pollution and deterioration of the health of the Waikato River, and have affected its mauri.

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- 1.17 There is now little or no indigenous forest cover surviving along the banks of the Upper Waikato River. Wider environmental impacts including impacts on biodiversity and ecosystems, impacts on aquatic life, loss of species, and changes to the natural character of the River landscape have been significant.
- 1.18 Legislation (including the Resource Management Act 1991) provides local authorities with substantial functions and powers over natural resources, including the power to control resources through plans and to grant resource consents for the use of land, water and air space. Such functions and powers relate to the Waikato River. This legislation did not, however, provide for protection of the mana whakahaere of the Te Arawa River Iwi. Since the Resource Management Act came into effect, the Te Arawa River Iwi have been involved in many resource consent application hearings to seek conditions that would protect the Waikato River.

CROWN ACKNOWLEDGEMENTS

- 1.19 The Crown acknowledges that Te Arawa River Iwi claim that the Crown has denied their rights and interests in, and mana whakahaere over, the Waikato River; and that Te Arawa River Iwi say that they never willingly or knowingly relinquished those rights and interests in, nor their authority over, the Waikato River.
- 1.20 The Crown acknowledges the importance to the Te Arawa River Iwi of the Waikato River. To the Te Arawa River Iwi the Waikato River has mana and in turn represents the mana and mauri of the Te Arawa River Iwi; and for the purposes of the co-management framework is a single indivisible entity that flows from Te Waiheke o Huka to Te Puaha o Waikato and includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, fisheries, vegetation, floodplains, wetlands, islands, springs, geothermal springs, water column, airspace and substratum as well as its metaphysical elements with its own mauri.
- 1.21 The Crown acknowledges that to the Te Arawa River Iwi, their relationship with the Waikato River, and their respect for it, gives rise to their responsibilities to protect the mana and mauri of the River and to exercise their mana whakahaere in accordance with their long established tikanga. Their relationship with the River and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture.
- 1.22 The Crown acknowledges that it has failed to respect, provide for and protect the special relationship of the Te Arawa River Iwi with the Waikato River.
- 1.23 The Crown acknowledges that the deterioration of the health of the Waikato River, while the Crown had authority over the Waikato River, has been a source of distress for the people of the Te Arawa River Iwi.
- 1.24 The Crown acknowledges that the pollution, degradation and development of the Waikato River, its lakes, streams and wetlands have resulted in the decline of its once rich fisheries, which had for generations sustained the way of life of the people of the Te Arawa River Iwi and their ability to meet their obligations of manakitanga; and that the decline has been a further source of distress to them.
- 1.25 The Crown acknowledges that the acquisition of land along the Waikato River for, and the construction and operation of, hydroelectricity works has disassociated the people

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of the Te Arawa River Iwi from their River, led to the flooding of particular culturally significant sites and impeded the natural flow of the Waikato River. This is a further source of distress to the people of the Te Arawa River Iwi.

- 1.26 The Crown acknowledges and respects the deeply felt obligation of the Te Arawa River Iwi to protect the Waikato River. The Crown seeks by this deed to recognise and sustain the special relationship the Te Arawa River Iwi have with the Waikato River. The Crown undertakes to provide assistance to, and to work with, the Te Arawa River Iwi to assist the restoration of their mana whakahaere.
- 1.27 The Crown acknowledges the commitment of the Te Arawa River Iwi to integrated management in respect of the Waikato River.
- 1.28 The Crown acknowledges that to the Te Arawa River Iwi the clean-up trust is an integral part of the co-management framework and represents the River Iwi contribution to supporting their local communities to participate in the restoration and protection of the health and wellbeing of the Waikato River.

THE RELATIONSHIP BETWEEN RIVER IWI AND THE WAIKATO RIVER

- 1.29 The Crown and Te Arawa River Iwi acknowledge that each River iwi has its own unique relationship with the Waikato River and its own long established tikanga in relation to the River. Nothing in this deed is intended to impinge on those relationships. Nor is there any intention to question or disregard the tikanga of any River iwi.
- 1.30 Recognition of the relationship between the Te Arawa River Iwi and the Waikato River by the Crown is not intended to affect the rights, interests, or mana whakahaere of any other River iwi, but is intended to reflect a unity of purpose to respect and care for the Waikato River.

CO-MANAGEMENT

- 1.31 The Parties acknowledge their commitment to enter into a new era of co-management over the Waikato River, with the underlying purpose being to restore and protect the health and wellbeing of the Waikato River for present and future generations.
- 1.32 Co-management requires a commitment to working in partnership, and in a spirit of collaboration. The successful implementation of co-management, and of the arrangements proposed under this deed, require a new approach to management of the Waikato River. Accordingly, the Crown and the Te Arawa River Iwi acknowledge that co-management includes:
 - 1.32.1 a collaborative approach that reflects partnership;
 - 1.32.2 the highest level of good faith engagement; and
 - 1.32.3 consensus decision-making as a general rule,

while having regard to statutory frameworks and the mana whakahaere of the Te Arawa River Iwi and other River iwi.

INTEGRITY OF THE AGREEMENT

- 1.33 This deed aims to enhance the relationship between the Crown and the Te Arawa River Iwi, and to restore the honour of the Crown.
- 1.34 The Crown and the Te Arawa River Iwi share a commitment to act:
- 1.34.1 to protect the integrity of this deed; and
 - 1.34.2 in a manner that is consistent with and achieves co-management of the Waikato River.

2 STATEMENTS OF SIGNIFICANCE OF THE WAIKATO RIVER

SIGNIFICANCE OF THE WAIKATO RIVER TO THE TE ARAWA RIVER IWI

- 2.1 Clause 2.3 contains a statement by the Te Arawa River Iwi of the significance of the Waikato River to the Te Arawa River Iwi.
- 2.2 The Crown recognises the statement of significance by the Te Arawa River Iwi. On this basis the Crown enters into a co-management framework.
- 2.3 The statement is:

He Pānui Kōrero Nui

Kāore he wehewehe i te awa o Waikato, ka rere mai i Waikato Iti (te punawai i te maunga a Ruapehu) tae rawa atu ki te Pūaha o Waikato. Kapi katoa ai ngā wai, ngā tahatika, te takere (tae atu ki ngā manawa whenua kei raro iho), ngā kōawa, ngā roto, ngā tauranga ika, ngā wāhi waipuketia, ngā repo, ngā moutere, ngā puna, ngā ngāwhā, ngā pou-wai, te ātea, te paparanga, tae atu ki tōna ake tuakiri, tōna ake wairua, mauri hoki.

He nui whakaharaha te ahurea, ngā hitori, ngā tikanga me te taha wairua o te awa o Waikato me āna wai ki a Ngāti Tahu-Ngāti Whaoa rātou ko Ngāti Kearoa, ko Ngāti Tuara, ko Ngāti Tūhourangi, ko Ngāti Wāhiao.

Nā runga i te whanaungatanga me te whakaaro nui ki te awa o Waikato, he kawenga tō mātou ki te tiaki i te Awa me ōna āhuatanga katoa; ki te whakaatu hoki i tō mātou mana whakahaere, he mea hāngai ki ngā tikanga mai anō kia aha ai, kia pumau ai te oranga o te Awa tērā kei te korerotia.

Kei te kaha tonu te mana, nga tika tuku iho, me te kaitiakitanga o matou e pa ana ki te Awa o Waikato ka rere i to matou rohe

Statement of Significance

The Waikato River flows from its source on the south side of Ruapehu to Te Puaha o Waikato (the mouth) and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, fisheries, vegetation, flood plains, wetlands, islands, springs, geothermal springs, water column, airspace, substratum and mauri.

The Waikato River and its catchment is a resource of great cultural, historical, traditional and spiritual significance to the people of Ngāti Tahu-Ngāti Whaoa, Ngāti Kearoa Ngāti Tuara and Tūhourangi Ngāti Wāhiao.

Our relationship with the Waikato River and its tributaries, and our respect for it, gives rise to our responsibilities to protect the River and all it encompasses, and to exercise our mana whakahaere in accordance with long established tikanga to ensure the wellbeing of the River.

We continue to exercise our mana, along with customary rights, and exert the rights and responsibilities of kaitiakitanga in relation to the Waikato Awa within our rohe.

- 2.4 The following are statements of association from Ngāti Tahu-Ngāti Whaoa, Ngāti Kearoa Ngāti Tuara and Tūhourangi Ngāti Wāhiao:

Ngāti Tahu-Ngāti Whaoa Statement of Association

“Tō mātou Rohe”

Ka hōrapa te rohe tūturu o Ngāti Tahu-Ngāti Whaoa:

Mai i Te Waiheke o Huka, whakarāwhiti atu ki te mānia o Kāingaroa, ki te tihi o Maunga Kākaramēa, puta atu ki te pae maunga o Paeroa, ko Ōrākei Kōrako te ukaipō, tae rawa atu ki Pohaturoa.

Atu i Te Waiheke o Huka, ki te tonga, kātahi ka whātoro ki te rāwhiti, ki tō mātou pouwhenua kei Ngapuketerua kei kō

“Our Rohe”

Ngāti Tahu-Ngāti Whaoa's traditional rohe (tribal district) extends from:

Mai i te waiheke o Huka, whakarawhiti atu ki te mania o Kaingaroa, te tihi o Maunga Kākaramēa, puta atu ki te pae maunga o Paeroa, ko Ōrākei Korako te ukaipo, tae rawa atu ki Pohaturoa.

From Te Waiheke o Huka to the south we extend east to our pouwhenua at Ngapuketerua beyond the Rangitaiki

atu i te Awa o Rangitāiki, huri ana ki te raki mā ngā mānia o Kāingaroa kia tae ki Wairapukao, haere tonu ana Pekepeke. Mai konei ka rere tika tonu ki tō mātou pouwhenua o te raki, a Maunga Kākaramēa, kātahi ka huri ki te uru, ki te Pae Maunga o Paeroa, haere tika tonu ana ki Ōrākei Kōrako i ngā tahatika o te Awa o Waikato, te ūkaipō, te papakāinga nui o Ngāti Tahu-Ngāti Whaoa. Ka ahu tonu ki te uru, ki te Pā tawhito a Pohaturoa.

“Tō Mātou Tāhū Kōrero”

Nōhia ai ēnei whenua e tō mātou iwi, mai anō i te taenga o te Tupuna Ariki a Tahu Matua. I heke a Tahu Matua ki Aotearoa mai Hawaiki i mua noa atu i ngā waka e whitu. Ka heke i ngā whakatipuranga ā, ko tō mātou tupuna a Whaoa. I te taha o tōna whāea a Hinewai, he uri a Whaoa nā Tahumatua, ā, i te taha o tōna matua a Paengatu, he uri a ia nā Atuamatua.

Ka tangohia te ingoa o te iwi i tō mātou tūpuna a Tahu Matua rāua ko Whaoa. Heoi, nā ngā moemoe ki iwi kē i tēnā whakatipuranga, i tēnā whakatipuranga, kua whai pānga mātou ki ngā iwi o i tae mai i runga i a *Te Arawa*, i a *Mataatua*, i a *Tainui*.

Mai i te wā ka tae mai tō mātou Tūpuna Ariki, kua tohungia tō mātou mana whakahaere, i ngā ahi kā roa, i tō mātou whenua me ā mātou taonga kura.

I mua i te taenga o Taiwi ki Aotearoa, i noho a Ngāti Tahu-Ngāti Whaoa hei kohinga hapū ka tū motuhake i runga i tōna ake tino rangatiratanga, i āna ake whakahaere. Ko ētahi o aua hapū ko Ngāti Tahu, Ngāti Karaka, Ngāti Maru, Ngāti Hinewai, Ngāti Whaoa, Ngāti Rahurahu, Ngāti Matarae, Ngāti Te Rāma.

I hōrapa te tino rangatiratanga o Ngāti Tahu-Ngāti Whaoa ki tō mātou rohe tūturu. Kāore he wāhi ki ngā hapū o mua i roto i a Ngāti Tahu-Ngāti Whaoa o ēnei rā. Nō ngā tau tata nei kua whakatōpū ngā uri o tō mātou tūpuna tokomaha ki raro i te iwi e mōhiotia ai i tēnei rā, ko Ngāti Tahu-Ngāti Whaoa.

“Ngā Marae”

I ēnei rā, e toru tō mātou Marae (Ohaaki – *Tahumatua*, Waimahana – *Rahurahu*, Te Toke – *Te Rama*) kei te tū i ngā tahatika o te Awa o Waikato, ko te Marae o Mangahoanga – *Matarae*, ka tū ki ngā tahatika o te Kōawa o Mangahoanga. Ka rere ngā wai o Mangahoanga ki te Awa o Waiotapu, he kautawa nui o te Awa o Waikato. Hei whakamaharatanga ki tō mātou tupuna a Whaoa, i tapaina te whareniui i te Kāreti o Reporoa mōna.

“Ngā Whenua”

I ngā rā o mua, i raro ngā whenua me ngā rawa o Ngāti Tahu-Ngāti Whaoa i te kaitiakitanga o te iwi. Hei whakaputanga o tō mātou rangatiratanga, i ngana a Ngāti Tahu-Ngāti Whaoa kia iti noa te whenua ka wehea tūturuatia i tōna rohe.

I kuhu mārika a Ngāti Tahu-Ngāti Whaoa ki ngā mahi tauhokohoko. Puta noa i te rohe tūturu o Ngāti Tahu-Ngāti Whaoa ngā kāinga me ngā māra o te iwi. Ka nōhia ngā kāinga, ka mahia ngā māra i ngā kaupeka o te tau e tika ana, ka mutu, tū ana ēnei kāinga, ēnei māra ki ngā wāhi he

River, then northward across the plains of Kaingaroa to Wairapukao and further on to Pekepeke. From here we extend to our northern pouwhenua at Maunga Kākaramēa, turning west to the Paeroa Range and on to Orakei Korako on the banks of the Waikato River, the birth place and principal papakainga of Ngāti Tahu-Ngāti Whaoa. From Orakei Korako we extend further west to Pohaturoa, an ancient Pa site.

“Our History”

Our people have occupied these lands since the arrival of our Tupuna Ariki Tahu Matua. Tahu Matua arrived here in Aotearoa before the arrival of the seven waka from Hawaiki. Our Tupuna Whaoa is some generations younger. Whaoa descends from Tahu matua on his mother's side, Hinewai, and he descends from Atuamatua on his father's side, Paengatu.

As a tribe, we derive our name from our ancestors Tahu matua and Whaoa. Through successive generations of inter-marriage with neighbouring iwi, our tribal members also trace descent from ancestors who arrived on the Arawa, Matatua and Tainui waka.

From the arrival of our Tupuna Ariki we have asserted and maintained mana whakahaere through continued ahi karoa (occupation) and possession of our lands and taonga.

Prior to the arrival of European settlers to Aotearoa-New Zealand, Ngāti Tahu-Ngāti Whaoa was an autonomous, independent and self governing confederation of hapu. These hapu included: Ngāti Tahu, Ngāti Karaka, Ngāti Maru, Ngāti Hinewai, Ngāti Whaoa, Ngāti Rahurahu, Ngāti Matarae and Ngāti Te Rama.

As Ngāti Tahu-Ngāti Whaoa we exercised tino rangatiratanga over our traditional rohe. The historical hapu no longer form distinct communities within Ngāti Tahu-Ngāti Whaoa. In more recent times the descendants of our many tupuna have operated as a single tribal grouping known today as Ngāti Tahu-Ngāti Whaoa.

“Our Marae”

Today, three of our Marae (Ohaaki – *Tahu matua*, Waimahana – *Rahurahu* and Te Toke – *Te Rama*) are situated on the banks of the Waikato River with Mangahoanga Marae - *Matarae* standing adjacent to the Mangahoanga stream. The Mangahoanga stream runs into the Waiotapu River, a major tributary of the Waikato River. The tribe has acknowledged our ancestor Whaoa by giving his name to the whareniui which stands on the school grounds of Reporoa College.

“Our Lands”

Ngāti Tahu-Ngāti Whaoa lands and resources were held in customary tenure where tribal collective custodianship remained paramount. In the exercise of our rangatiratanga the tribe sought to ensure that very little land within the Ngāti Tahu-Ngāti Whaoa rohe was permanently alienated.

As a tribe, Ngāti Tahu-Ngāti Whaoa was actively engaged in commerce and trade. Our people had seasonal kainga and cultivations spread throughout our traditional rohe capitalising on micro climates, diverse soils and winter and

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rerekē te āhuarangi, he pai rānei te oneone, he wāhi pai rānei hei whakamarumarutanga i te takurua, i te raumati.

E ai ki a Ngāti Tahu-Ngāti Whaoa, i mua i te whakatūnga o te Kōti Whenua Māori, he iwi motuhake, he iwi ora mātou i te taha ōhanga. He iwi kaha mātou ki te whakatipu me te hokohoko i ngā mea pēnei i te kau, te poaka, te pāpera, ngā hua whenua, te witi, te oti, te rīwai, te harakeke, te rākau hoki. I tua atu, ka kuhu te iwi ki ngā kaupapa arumoni. Otirā, ka tauhokohoko a Ngāti Tahu-Ngāti Whaoa i ngā momo rawa pērā i te kōkōwai, te kererū, te tuna, ngā ika, ngā manawa whenua mai ō mātou ngāwhā, ki iwi kē.

I whakatūria te Kōti Whenua Māori i te tau 1862, i raro i ngā Ture Whenua Māori o te tau 1862 me te tau 1865 hei aha, hei whakatau nō wai ngā whenua Māori "i raro i ngā Tikanga Māori" ka tahi, hei huri hoki i taitara māori ki te taitara nā te Karauna ka rua. Waihoki, ka whakatahangia te tika a te Karauna kia hoko i te whenua, kia taea ai e te Māori te rīhi noa, te hoko noa rānei i ōna whenua. Kāore i nui ngā whitiwhitinga kōrero e pā ana ki tēnei hanganga ture, kīhai hoki te Karauna i āta kōrero ki a Ngāti Tahu-Ngāti Whaoa mō tēnei kaupapa.

I whakatau te Kōti Whenua Māori ko te e 150,000 heketea (e 370,000 eka) ki a Ngāti Tahu-Ngāti Whaoa; ā, e 80% o ēnei whenua ka taka ki te rohe e rere ai ngā wai ki te Awa o Waikato.

Ka whai iho nei ētahi o ngā poraka whenua nā Te Kōti Whenua Māori i whakatau nō Ngāti Tahu-Ngāti Whaoa anake:

Kaingaroa Nama 2 (Oketopa 1867), Paeroa South (Hepetema 1884) Tahorakuri (Pēpuere 1887), Tauhara North (Hānuere 1869), Tutukau (Pēpuere 1886), Rotomahana-Parekarangi (Mei 1882).

Ka whai iho nei ētahi o ngā poraka whenua nā Te Kōti Whenua Māori i whakatau kei a Ngāti Tahu-Ngāti Whaoa te pānga nui:

Paeroa East (Hūrae 1881)

Ka whai iho nei ētahi o ngā poraka whenua nā Te Kōti Whenua Māori i whakatau he pānga tō Ngāti Tahu-Ngāti Whaoa, i te taha o ētahi atu iwi noho tata:

Oruanui (Pēpuere 1878).

Mai anō, he pānga tō Ngāti Tahu-Ngāti Whaoa ki ngā poraka whenua nei:

Tutukau West, Tauri, Kaingaroa 1A, Hangihangi, tētahi wāhanga o Kāingaroa No 1, tētahi wāhanga o Rotomahana Parekarangi 6A, tētahi wāhanga o Tatua West, o Tatua East hoki.

Nāwai ā, ka tapatapahia, ka wehea atu ētahi o ngā whenua o Ngāti Tahu-Ngāti Whaoa. Koinei tētahi o ngā take i raru ai ngā tikanga, ngā whakahaere, te ōhanga motuhake, tae atu ki te taha hapori o tō mātou iwi. I te rironga o ngā whenua, ka rongu te iwi i te mamae, ka tau mai te pōuri nui. Ka rongohia te tangi o te iwi i te reta a Kamariera

summer safe areas.

Ngati Tahu-Ngati Whaoa claim that prior to the establishment of the Native Land Court, we were essentially autonomous and economically prosperous. Our people produced and sold commodities such as cattle, pigs, duck, vegetables, wheat, oats, potatoes, flax and timber. Our people were also engaged in a range of commercial activities. Ngati Tahu-Ngati Whaoa used commodities such as red ochre, kereru, tuna, fish and minerals from our geothermal resources for customary trade with other iwi.

The Native Land Court was established under the Native Land Acts of 1862 and 1865 to determine the owners of Maori land "according to Native Custom," and to convert customary title into title derived from the Crown. The Crown's preemptive right of land purchase was also set aside, enabling Maori to lease and sell their lands with few restrictions. As was often the case in the 1860s there was limited consultation concerning this legislation, and the Crown did not specifically consult Ngati Tahu-Ngati Whaoa.

The Native Land Court awarded Ngati Tahu-Ngati Whaoa approximately 150,000 hectares (370,000 acres) and 80% of these lands fall within the Waikato River catchment.

Land blocks awarded by the Native Land Court vesting sole ownership to Ngati Tahu-Ngati Whaoa include:

Kaingaroa No 2 (October 1867), Paeroa South (September 1884), Tahorakuri (February 1887), Tauhara North (January 1869), Tutukau East (February 1886) and Rotomahana Parekarangi 3A (May 1882).

Land blocks awarded by the Native Land Court vesting dominant ownership to Ngati Tahu-Ngati Whaoa include:

Paeroa East (July 1881).

Land blocks awarded by the Native Land Court vesting shared ownership to Ngati Tahu-Ngati Whaoa along with other neighboring tribes include:

Oruanui (February 1878).

Land blocks that Ngati Tahu-Ngati Whaoa have a historical customary association with include:

Tutukau West, Tauri, Kaingaroa 1A, Hangihangi, part Kaingaroa No 1, part Rotomahana Parekarangi 6A, part Tatua West, and part Tatua East.

Subsequent fragmentation and alienation of Ngati Tahu-Ngati Whaoa lands contributed to the erosion of our traditional tribal structures, our economic independence and the social fabric of our tribe. Land loss caused great pain and grief to our people and a sense of that grievance was illustrated in a letter submitted to the Crown by

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Heretaunga me ētahi atu tāngata e 54 te tokomaha, ki te Karauna, e pēnei ana :

"Ka nui tō mātou mamae nā ngā mahi a te Karauna. Ka nui te mamae i te mea, ehara tēnei i te whenua noa iho, ko te kikokiko, ko te kōiwi kē o ō mātou mate. Kua kore ngā wāhi tanu tūpāpaku, ngā kāinga, ngā māra kai. E te Rangatira, ka nui te mamae me te pōuri." (Ōrakei Kōrako, 18 o Nōema 1895)

Waihoki, nā te Ture mō ngā Mahi Nunui (Public Works Act) ka tangohia te nui o ngā whenua o Ngāti Tahu-Ngāti Whaoa kei ngā tahatika o te Awa o Waikato.

"Ō Mātou Kawenga"

[Summary of two paragraphs] E 4,500 heketea (11,000 eka) te rahi o ngā whenua o Ngāti Tahu-Ngāti Whaoa kei ngā tahatika o te Awa o Waikato, atu i Te Waiheke o Huka ki Pohaturoa. Ko ētahi o ngā mahi i runga i ēnei whenua ko te miraka kau, te whakamōmona kau, te whakatipu kai, te rākau paina, te mahi hiko mai te ngāwhā. I tēnei wā, ko ngā kaiwhakahaere o ēnei poraka, ko Ngāti Tahu Tribal Trust, ko Tauhara North Trust, ko Tahorakuri Forest Trust, ko Takapou Farm Trust, ko Paeroa South Farm Trust, ko Tutukau East Z Farm Trust.

Nā te kuhunga ki ngā whakataunga Tiriti i raro i Te Pumautanga o Te Arawa me te Kohinga o ngā Iwi o Te Puku o Te Ika (Central North Island Iwi Collective), tērā ka whakahokia mai ngā whenua tūturu o Ngāti Tahu-Ngāti Whaoa. Ki te tutuki tērā, ka eke ko Ngāti Tahu-Ngāti Whaoa tētahi o ngā kaipupuri whenua nui rawa atu i te rohe e rere ai ngā wai o te Awa o Waikato.

He rerekē a Ngāti Tahu-Ngāti Whaoa ki ētahi atu i te mea, mai anō, kua puritia ōna whenua. Heoi, kei te mahia ētahi mahi i runga i te Awa o Waikato me ōna toronga, ka pā kino ki te oranga o te Awa. He kawenga tō Ngāti Tahu-Ngāti Whaoa ki te ārahi i te whakahiatotanga o ētahi kaupapa e arotahi ana ki ngā mahi hou i te whenua, ki ngā hangarau, tae atu ki ngā kaupapa i te Awa e hāngai ana ki te whakaoranga o te ahurea.

"Ngā Taonga Waiariki"

Mai rā anō, tatū rawa ki ēnei rā, te hononga ahurea o Ngāti Tahu-Ngāti Whaoa ki ngā ngāwhā kei tō mātou rohe. tūturu. Ka noho ēnei ngāwhā ēnei waiariki hei wai tunu kai, hei wai inu, hei wai kaukau, hei wai whakaora. Tū ai ngā kāinga me ngā māra nui ki te taha o ngā ngāwhā, i Ōrakei Kōrako, i Ohaaki, i Waiotapu, i hea atu.

Nō te tau 1953 ka whakamanatia te Ture Hiko Ngāwhā (Geothermal Energy Act 1953). Nā tēnei ture ka unuhia te mana me te kuhunga noa o Ngāti Tahu-Ngāti Whaoa ki ētahi o ō mātou ngāwhā.

Ko ētahi o ngā ngāwhā i tō mātou rohe tūturu ko:

Rotokawa (Tauhara North), Broadlands (Kaingaroa Nama 2), Ohaaki (Tahorakuri), Nga Tamariki (Tahorakuri), Reporoa (Paeroa East), Waiotapu (Paeroa East), Waikite (Rotomahana Parekarangi), Te Kopia (Rotomahana Parekarangi), Ōrakei

Kamariera Heretaunga and 54 others. It reads:

"Great is the pain and grief afflicted us by reason of the Crown. The reason for our pain is that we do not call this land earth, but the flesh and bones of our dead. Gone are the burial sites, gone are the settlements, gone are the cultivations. Sir, great is our pain and grief". (Orakei Korako, 18 November 1895).

Ngāti Tahu-Ngāti Whaoa also lost land along the banks of the Waikato River due to takings under the Public Works Acts.

"Our Responsibility"

Ngāti Tahu-Ngāti Whaoa owns 4,500 hectares (11,000 acres) of land adjacent to the Waikato River between Te Waiheke o Huka and Pohaturoa. Land use across these blocks include: dairying, dry stock, cropping, forestry and geothermal energy generation. These blocks are currently administered by: Ngāti Tahu Tribal Trust, Tauhara North Trusts, Tahorakuri Forest Trust, Takapou Farm Trust, Paeroa South Farm Trust and Tutukau East Z Farm Trust.

Through the Treaty settlements entered into as part of Te Pumautanga o Te Arawa and the Central North Island Iwi Collective, there is an opportunity for Ngāti Tahu-Ngāti Whaoa to have our customary lands returned making us one of the largest land owners in the Waikato River catchment.

Ngāti Tahu-Ngāti Whaoa is in a unique position of perpetual, inter-generational land ownership. Activities on the Waikato River and within its catchment continue to significantly impact on the health and wellbeing of the River. Ngāti Tahu-Ngāti Whaoa must play a leadership role in developing new initiatives focused on innovative land use techniques and technologies and River initiatives focused on cultural revitalisation.

"Our Geothermal Taonga"

Ngāti Tahu-Ngāti Whaoa has a historical, cultural and contemporary association with geothermal resources within our traditional rohe. Such resources were used for cooking, drinking, bathing and healing. Large kainga and cultivations were often established around these taonga such as at Orakei Korako, Ohaaki and Waiotapu.

With the passing of the Geothermal Energy Act 1953, Ngāti Tahu-Ngāti Whaoa lost control of and access to some of our geothermal taonga.

The geothermal fields within our traditional rohe include:

Rotokawa (Tauhara North), Broadlands (Kaingaroa No 2), Ohaaki (Tahorakuri), Nga Tamariki (Tahorakuri), Reporoa (Paeroa East), Waiotapu (Paeroa East), Waikite (Rotomahana Parekarangi), Te Kopia (Rotomahana Parekarangi), Orakei

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Kōrako (Tutukau), Ātiāmuri (Tatua West).

Korako (Tutukau) and Atiamuri (Tatua West).

“Tō Mātou Awa”

He maha ngā kāinga, ngā māra, ngā ana tūpāpaku o Ngāti Tahu-Ngāti Whaoa kei ngā taha o te Awa o Waikato. He nui ngā manaakitanga a te Awa ki tō mātou iwi, ka noho hei ara kawekawe i ngā rawa hei tauhokohoko ki iwi kē, ki ngā tāngata whai tōmua hoki.

Ko te mea nui ki a Ngāti Tahu-Ngāti Whaoa, ko te whai wāhi ki tētahi whakahaerenga-tahi ka tiaki, ka pupuri, ka whakahoki mai i ngā wāhi tapu me ngā taonga ka taea. Ko te titiro, ka tutuki tēnei whāinga mā roto i tētahi whakahaerenga-tahi ka arotahi ki te oranga o te Awa o Waikato.

He hononga tata i a Ngāti Tahu-Ngāti Whaoa ki te Awa o Waikato, inarā te nui o ngā wāhi tapu i ngā taha o te Awa, mai i Te Waiheke o Huka ki Pohaturoa. Kei te rārangi ētahi o aua wāhi i raro iho nei.

Rua Hoata

He ana nui rawa atu a Rua Hoata, kei te taha o te Awa o Waikato. I nōhia te ana nei hei kāinga, hei wāhi whakaruru hoki i ngā iwi whakaeke. Nō te hangatanga o te pā hiko o Aratiatia, ka pākarukaru a Rua Hoata.

Whatutauturi

He puke a Whatutauturi i te taha uru o te Awa o Waikato. Ka tū tētahi pakanga nui ki te pūtaka o Whatutauturi i te wā i tō mātou tipuna a Patoromu Te Apu.

Nihoroa

He kāinga a Nihoroa o Ngāti Tahu-Ngāti Whaoa, i tū ki te taha rāwhiti o te Awa o Waikato. Ka mahia te kōkōwai me te kōkopu ki tēnei wāhi o te Awa, me te nui o te pāpera. Ko Nihoroa tētahi o ngā kāinga nui rawa atu o Ngāti Tahu-Ngāti Whaoa. I whakatūria he pou rāhui i te ara atu i Nihoroa, ko tētahi atu pou rāhui i tū ki runga ake o Otamarauhuru, kei waenganui i te Awa o Waikato me Rotokawa. Whakatūria ai he pou rāhui hei tiaki i ngā kai i tētahi wāhi, kei pau. I whakatūria ēnei pou rāhui hei tiaki i ngā manu o ēnei whenua.

Takapou

He kāinga nui a Takapou nō Ngāti Tahu-Ngāti Whaoa i te rau tau atu i 1600. I reira te tūāhu o tō mātou tohunga a Whawhati. Whakatipuria ai te nui o te witi me te oti ki Takapou. I tū he whare nui ki reira; me kī, he wharau, ā, he wā anō ka huri hei whare karakia.

Te Rerenga

Ko Te Rerenga-o-Uretipa te ingoa o ngā paripari kei runga ake i te kāinga. Koinei te wāhi mate ai a Uretipa, he tangata

“Our Awa”

Ngāti Tahu-Ngāti Whaoa had many kainga, cultivations and burial caves along the banks of the Waikato River. The River provided many benefits to our people and was often used to transport produce that was traded with other iwi and early settlers.

Paramount to Ngāti Tahu-Ngāti Whaoa is our participation in a co-management regime that protects, preserves and where possible restores our wahi tapu and taonga. From our perspective a co-management regime focus on the health and well being of the Waikato River is the process by which to achieve our objective.

The close connection Ngāti Tahu-Ngāti Whaoa has with the Waikato River is illustrated by the significant number of places held sacred along the River from Te Waiheke o Huka to Pohaturoa. Some of these sites are listed below.

Rua Hoata

Rua Hoata was a large cave that was used primarily as a kainga by Ngāti Tahu-Ngāti Whaoa, but also as a place of refuge. Situated on the banks of the Waikato River, Rua Hoata was damaged when the hydroelectric dam was built at Aratiatia.

Whatutauturi

Whatutauturi is a hill rising above the north side of the Waikato River (western bank). A famous battle took place at the base of Whatutauturi during the time of our ancestor Patoromu Te Apu.

Nihoroa

Nihoroa was a Ngāti Tahu-Ngāti Whaoa settlement on the southern (eastern) bank of the Waikato River. Kokowai and kokopu were gathered from this part of the River, and the settlement was also a favoured place for gathering ducks. Nihoroa also had one of the largest kainga of the Ngāti Tahu-Ngāti Whaoa people. A rahui post was placed on the track leading from Nihoroa. Another rahui post stood above Otamarauhuru, between the Waikato River and Lake Rotokawa. Rahui were often set in place in areas where food needed to be conserved. In this instance, the area was a favourable place for gathering birds and the rahui ensured that the birds continued to flourish.

Takapou

Takapou was a large Ngāti Tahu-Ngāti Whaoa kainga in and around the seventeenth century. One of our tohunga Whawhati had a tuahu here. Takapou was also used as a wheat and oat plantation. A large whare stood there, essentially a wharau which was also used as a church.

Te Rerenga

The name Te Rerenga-a-Uretipa was given to the cliff above the kainga where Uretipa of another tribe fell fleeing

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nō iwi kē, i taka i aua paripari i a ia e rere ana i te taua a Ngāti Tahu-Ngāti Whaoa.

from a Ngati Tahu-Ngati Whaoa taua.

Te Wai o Kereua

He kōawa Te Wai o Kereua, kei te tonga o te Awa o Waikato, i tapaa ki a Kereua, te kaingārahu o tētahi taua i hopukina ki Turihakoko (Turikokako) e tō mātou tipuna e Te Rangipatoto.

Te Wai o Kereua

Te Wai o Kereua stream is on the south side of the Waikato River and is named after Kereua, the leader of a raiding war party who was taken at a place called Turihakoko (Turikokako) by our ancestor Te Rangipatoto.

Kōpaki

He mahinga ika te Kōawa o Kōpaki nō Ngāti Tahu-Ngāti Whaoa. Tapaina ai he puke i te taha o te kōawa, ko Kōpaki. He nui te aruhe ki ngā tahatika o tēnei takiwā o te Awa o Waikato.

Kopaki

Kopaki Stream was a traditional fishing ground of Ngati Tahu-Ngati Whaoa. A hill adjacent to the stream also bears the name Kopaki. Edible fern root was gathered on the banks of the Waikato River at Kopaki.

Te Kōawa o Patiki

Ka mahia te nui o te kōkopu ki te pūaha o te Kōawa o Patiki. He tino mahinga ika tēnei kōawa nō tō mātou tipuna a Toa. He tino kai te kōkopu, ka hopu ki koneki mā te pouraka.

Patiki Stream

The mouth of the Patiki Stream was a significant site for catching kokopu, and was a favoured fishing ground of our ancestor Toa. Kokopu were a prized source of food and caught using a device called a pouraka.

He mahinga kōkopu hoki i tērā taha o te Awa o Waikato kiia ai, ko Te Onewhero.

There was also a kokopu fishing ground on the other side of the Waikato River called Te Onewhero.

Parehaawa (Parehaoa)

He ngāwhā a Parehaawa, tunua ai te kūmara me te pūtere ki konei, he māra kumara ki te taha. He kāinga tūturu tēnei, mai i te wā o Toa tatū rawa ki a Paora Matenga. He mahinga pārera hoki i tēnei takiwā.

Parehaawa (Parehaoa)

Parehaawa was a ngawha where kumara and putere were cooked, and kumara were also cultivated here. This was a permanent kainga from the time of Toa to Paora Matenga. There was also a traditional duck hunting ground in this area.

Matauraura

He māra kūmara a Matauraura kei kō atu i te ngāwhā o Parehaawa (Parehaoa), kāore i tawhiti atu i Ohaaki. I konei te māra kūmara o Toa. Kitea tonutia ai ngā toenga o tētahi ana rua kūmara i ēnei rā tonu.

Matauraura

Matauraura was a kumara cultivation inland of the Parehaawa (Parehaoa) hot spring, not far from Ohaaki. Toa had a mara kumara here. The remnants of a cave kumara pit are still visible today.

I whakatūria he pā ki Matauraura i te wā i a Te Kooti. Kitea tonutia ai ngā toenga o te pā nei, i tū ki te piko o te Awa o Waikato i runga ake i te Arawhiti o Ohaaki.

A pa was built at Matauraura for protection during the time of Te Kooti, and remnants of this pa are located on the bend of the Waikato River upstream from the Ohaki Bridge.

Ohaaki ki Waikato

Nō te rau tau atu i 1800 ka whakatūria te kāinga o Ohaaki, i te wā i a Whakarawataua. He rerekē te hanga o ngā rua kūmara, he maha ngā māra, ngā whare.

Ohaaki ki Waikato

Ohaaki was the name of the nineteenth century settlement first established in the time of Whakarawataua, which included distinctive rua, extensive cultivations and a number of whare.

Ko ngā māra i Ohaaki ko Te Mumutu, ko Te Ruaroa, ko Te Whakahou, ko Whariunga, ko Mapuna, ko Parehaua. He maha ngā ngāwhā i Ohaaki, hei horoi tinana, hei tunu kai hoki. He whare, he kararehe, he māra kūmara tō Kamariera kei Ohaaki ki Waikato, kei Ōrākei Kōrako hoki.

The mara at Ohaaki kainga were Te Mumutu, Te Ruaroa, Te Whakahou, Whariunga, Mapuna and Parehaua. There were many ngawha at Ohaaki, some used for bathing, some for cooking. Kamariera had a whare here as well as Orakei Korako. He farmed livestock and had cultivations at both Ohaaki ki Waikato and Orakei Korako.

I hangaa he whare karakia ki konei, i mua i te wā i a Te Kerēhi (*Reverend Grace*).(1850) I whakatūria te whare karakia nei i raro i te mana o te tohunga karakia, .a

A church was built here before the time of Reverend Grace (1850). Taupiri was the tohunga karakia under whose

Taupiri.

mana this church was built.

Te Ohaaki

Te Ohaaki

He ngāwhā rongonui a Ohaaki. I tū te tūāhu o Whawhati i te taha o te ngāwhā. He māra kai i konei, me ngā waiariki e rua; ko tētahi, he waiariki tapu.

Te Ohaaki is a well known ngawha (hot spring). Whawhati had a tuahu to the side of the ngawha. There were cultivations and two waiariki close by, one of which was used as a waiariki tapu.

Awapiripiri

Awapiripiri

Ko Awapiripiri te ingoa o te taha whakaroto o te kōawa. He māra i te taha o te ngāwhā kei te kōawa o Awapiripiri. He urupā tawhito rawa kei tēnei takiwā.

Awapiripiri was the name given to the inland part of this stream. There were cultivations on the side of the ngawha adjacent to the Awapiripiri stream. There are also ancient urupa in the vicinity.

Tahunatara

Tahunatara

He moutere a Tahunatara i te Awa o Waikato, takiwā ki te tonga o Reporoa. Nā te ringa tangata tēnei moutere i hanga, mā te kerī hāwai i te rae o te awa. I ngā rā o mua he rāhui raupō a Tahunatara i te Awa o Waikato ka rere atu mā Broadlands. Ka mahia te kōkopu me te pāpera i Tahunatara, ka tipuria te kūmara me ētahi atu kai. Koinei te wāhi tipuria ai ngā rākau whiro tōmua rawa ki te takiwā.

Located south of Reporoa on the Waikato River, the man-made island of Tahunatara was formed after a trench was dug across the headland of the river. Tahunatara was formerly a raupo reserve situated on the Waikato River, where it flows through Broadlands. Both kokopu and duck were caught at Tahunatara, kumara and other crops were also grown and the first willow trees in the area were planted there.

Waimahana

Waimahana

He kāinga tawhito a Waimahana nō Ngāti Tahu-Ngāti Whaoa, i tū ki tētahi piko i te Awa o Waikato. He māra kānga, kūmara, kāpeti i reira. I reira te kāinga me ngā māra o Hamahona Heretaunga. Nā Ngakuru rātou ko Paora, ko Matini tētahi taiepa mātuka i whakatū ki konei.

Waimahana is an ancient kainga of Ngāti Tahu-Ngāti Whaoa, which stood on a bend of the Waikato River, with cultivations of maize, kumara and cabbage. Hamahona Heretaunga had a kainga and cultivations here. A manuka fence was built here by Ngakuru, Paora and Matini.

Ko ētahi o ngā tīpuna kua tanumia ki Waimahana ko Hinewai rāua ko tana tungāne a Te Hoe. Ko Hinewai te whāea o Tamatehura.

Among those buried at Waimahana are Hinewai, the mother of Tamatehura, and her brother Te Hoe.

Te Pā o Motutāhae

Motutāhae Island Pa

He pā tū moutere i ōna rā. Nō te whakatūnga o te pā hiko i Ohakuri ka toremi a Motutāhae. Koinei te pā moutere i whānau mai ai tō mātou tipuna a Heretaunga. He māra ōna i Ohaaki, i Waimahana, i Paeroa ki te Tonga, i Ōrakei Kōrako.

An island pa, which is now submerged due to the Ohakuri dam. This island pa is where our ancestor Heretaunga was born; he had cultivations at Ohaaki, Waimahana, Paeroa South and Orakei Korako.

Te Pā o Motutara

Motutara Island Pa

He moutere a Motutara i te Awa o Waikato i tērā taha i te Kōawa o Ohineparahaki. Nō te hangatanga o te pā hiko o Ohakuri ka toremi a Motutara. Hoki rā anō ngā kōrero mō Motutara ki te wā i a Te Rama, ā, kitea tonutia ai i te paunga o tērā atu rau tau, ngā toenga o te marae, ngā whare me te urupā.

Motutara was an island in the Waikato River opposite the Ohineparahaki Stream and is now submerged as part of Lake Ohakuri. It is an ancient pa site dating back to the time of Te Rama and features of the pa site were still traceable at the turn of the century, including whare and urupa.

Noho ai a Ngāti Tahu-Ngāti Whaoa ki Motutara i te wā i a Rangipaeroa rāua ko Patoromu. Kei Oruarupuraho me Te Torou-iro i ngā poraka o Paeroa South ngā māra nui o te pā o Motutara.

Ngāti Tahu-Ngāti Whaoa lived at Motutara during the time of Rangipaeroa and Patoromu. Principle cultivations of the Motutara pa were at Oruarupuraho and Te Torou-iro on the Paeroa South block.

Parikawau (Parekawau)

Parikawau (Parekawau)

I te wā i a Pourahi, ka whakaekengia te pā o Ngāti Tahu-

Parikawau was a Ngāti Tahu-Ngāti Whaoa pa that was

Ngāti Whaoa i Parikawau. Koinei hoki te ingoa o tētahi tauranga ika i ngā tahatika o te Awa o Waikato.

Te Pā o Piripekapeka

Tū ai te pā o Piripekapeka ki runga ake o Ōrākei Kōrako, ā, koinei te tanumanga o te rangatira a Matarae.

Te Pā me ngā Māra Kai o Ngawapurua

He pā a Ngaawapurua nō Ngāti Tahu-Ngāti Whaoa. Nō te hangatanga o te pā hiko o Ohakuri ka toremi te pā nei. Hora ai ngā māra i ngā tahatika o te Awa o Waikato, i te taha tonga o te pā hiko o Ohakuri.

Pohaturua

He pā e tū ana ki te tihi o Pohaturua. Ko Ngāti Tahu-Ngāti Whaoa tētahi o ngā iwi i noho ki taua pā. Nō mua tēnei i te tau 1849, te tau ka whakarerea te pā, ka heke iho te iwi ki ngā tahatika o te Awa o Waikato noho ai. He whare e tū ana ki te pā whawhao o Pohaturua i ōna rā, ā, kitea tonutia ai ngā toenga o te pā i ēnei rā tonu.

attacked by a war party during the time of Pourahi. It is also the name of a nearby fishing ground on the banks of the Waikato River.

Piripekapeka Pa

Piripekapeka pa was located above Orakei-Korako and is the burial place of the chief, Matarae.

Ngawapurua Pa and Cultivations

Occupied by Ngāti Tahu-Ngāti Whaoa, Ngawapurua pa was flooded when the Ohakuri Dam was built. The cultivations extended along the Waikato River, at the south side of the Ohakuri Dam.

Pohaturua

The summit of Pohaturua was an occupied pa site. Ngāti Tahu-Ngāti Whaoa is one of a number of tribes to have occupied Pohaturua. This was prior to 1849 when they abandoned the settlement to live on the banks of the Waikato River. A number of whare stood at Pohaturua, the remnants of a once fully occupied pa can still be seen on the summit today.

Ngāti Kearoa Ngāti Tuara Statement of Association

He Kōrero Hāngai Mō Te Pānga O Ngāti Kearoa Ngāti Tuara Ki Ngā Wai O Te Awa O Waikato

Ka takoto tētahi wāhanga o te rohe tūturu o Ngāti Kearoa Ngāti Tuara ki ngā whenua i ngā tahatika o te Awa o Waikato, arā, ki ngā Poraka o Patetere South, Tikorangi, Horohoro, tae atu ki tētahi wāhanga o te Poraka o Tokoroa, arā, ka ahu whakaterāwhiti mai i te pito uru o te Poraka o Patetere South kia tae atu ki Te Uraura i te pae kei waenganui i ngā Poraka o Tokoroa me Maungaiti-Whakamaru. Tatū ki ēnei rā, kei te pupuri mātou ki ō mātou pānga puta noa i tō mātou rohe.

Ka whakamārama i te Pānui o Ngā Pānga ngā rerenga wai nui ki a Ngāti Kearoa-Ngāti Tuara.

Te Kōawa o Pokaitu

Ko Pokaitu te kōawa nui ki a Ngāti Kearoa Ngāti Tuara. Kei te wao i te Poraka o Patetere South te mātāpuna o te kōawa nei, me kī, i ngā taha ki te raki o te maunga o Horohoro. Kei roto i a Patetere South te nuinga o tō mātou rohe tūturu.

Ngā kautawa o te kōawa o Pōkaitu – a Rahopakapaka, a Matahana, a Tahunaatara

Pērā hoki ngā kōawa o Rahopakapaka, o Matahana, kei te Poraka o Patetere South te mātāpuna. Rere whakatetonga tahi ai ēnei kōawa e rua, mā te Poraka o Tikorangi, kia taka iho ki roto o te Poraka o Horohoro, ki reira nunumi atu ai ki te kōawa o Pokaitu kia rere ai ko te kōawa o Tahunaatara, ki roto i te awa o Whangapoa, taka rawa iho ki roto i te Awa o Waikato.

Te Kōawa o Mangaharakeke

Ngāti Kearoa Ngāti Tuara Statement of Association

The traditional rohe of Ngāti Kearoa Ngāti Tuara falls partly within the Waikato River catchment. Within that catchment, the relevant land blocks that we hold traditional interests in include Patetere South, Tikorangi, Horohoro and part of the Tokoroa Block eastward of a line from the western tip of the Patetere South Block to the point Te Uraura on the boundary of the Tokoroa and Maungaiti-Whakamaru Blocks. We maintain interests throughout our rohe to this day.

This Statement of Association describes the principal waterways of Ngāti Kearoa Ngāti Tuara.

Pokaitu Stream

The principal stream of Ngāti Kearoa Ngāti Tuara is the Pokaitu. It has its source in the Patetere South Block in native bush at the northern end of the Horohoro Mountain. Patetere South is the main part of our traditional rohe.

Tributaries of the Pokaitu Stream – Rahopakapaka, Matahana and Tahunaatara

The Rahopakapaka and Matahana Streams also have their beginnings within the Patetere South Block. Both streams drain in a southerly direction through the Tikorangi Block, into the Horohoro Block, where they join the Pokaitu to become the Tahunaatara Stream. The Tahunaatara then flows into the Whangapoa tributary of the Waikato River.

Mangaharakeke Stream

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

Ka ahu ki te uru rawa (te taha rawhiti o te Poraka o Tokoroa), kei reira te mātāpuna o Mangaharakeke me tana kautawa, te Kōawa o Matakatau. Rere ai ēnei kōawa mā te pito tonga mā-uru o te Poraka o Tikorangi, ki te Poraka o Horohoro, kia tae atu ki te komititanga ki ngā wai o Waikato, tata ki te Piriti o Ātiamuri.

Ngā kōawa o Tauwhare, Whakaiaorongo, Tikitiki, Pukerimu, Opakau, Te Roto me Pokaiwhenua

Kei kō atu i te Mangaharakeke, kei te raki ētahi kōawa ka puta i te Poraka o Patetere South, i te pae maunga o Mamaku, ka rere ki te uru, ki te Awa o Waikato. Ka tīmata i te pito raki mā-uru, mai te raki ki te tonga ko aua kōawa, ko: Tauwhare, Whakaiaorongo, Tikitiki, Pukerimu, Opakau, Te Roto, Pokaiwhenua.

A Kurarawa, a Tuarakereru, a Waimaruru

E rua ngā kautawa rere ai ki te kōawa o Pokaiwhenua, ko Kurarawa, ko Tuarakereru, ka mutu, ha kautawa rā anō tā Kurarawa, ko Waimaruru, ko tōna mātāpuna e tata ana ki te wāhi i reira te kāinga o Waimaruru i mua, ā, kei reira te urupā i ēnei rā (he rāhui urupā nō Ngāti Kearoa Ngāti Tuara, Patetere South 1B1).

Ka rere mai ēnei kōawa katoa i te Poraka o Patetere South, te tino manawa o te iwi i ōna rā. Ko ngā kōawa me te ngahere ngā pātaka kai i ora ai ngā tūpuna.

Hāunga te mea kua hōrapa ngā mahi ahuhenua ki ngā tahatika o ngā rerenga wai, i ngā rā o mua he wao tūturu katoa, ngā repo, ngā raorao, ngā mānia tipu ana te aruhe, nui ana te manu, te kararehe.

He Pānui mō Ngā Pānga

Kīhai he tātaranga o ēnei rerenga wai i ngā wai ora o te Awa Nui o Waikato. Whai anō ka noho ēnei kōawa ki waenganui pū o te ahurea, te wairua, te tāhū kōrero, ngā tikanga tuku iho, tae atu ki ngā piki te ora a Ngāti Kearoa Ngāti Tuara.

I ngā rā o mua, kapi katoa ai ngā whenua i ngā tahatika o ngā rerenga wai i te wao nui, ngā repo, ngā raorao tipu ai te aruhe, te mānia. Hoki rā anō ngā kōrero me ngā tikanga e pā ana ki Matahāna ki te haerenga mai o Haukapuanui rāua ko Tangiharuru ki te takiwa, me tō rāua mīharo ki te nui me te mōmona o te kai. Kiki ana ngā kōawa i te tuna me ngā momo manu. He pērā anō te mahi a te manu ki roto ngahere. Ka ora te iwi i te nui o te kai.

Ka noho a Ngāti Kearoa Ngāti Tuara ki te hāro muka i ngā repo; ki te hopu manu me te tua rākau i te wao; ki te hī ika i ngā kōawa; ki te ngaki kai i ngā māra, kia aha ai, kia whai kākahu ai, kia noho haumaruru ai, kia ora ai rātou, kia taea ai ngā tauhokohoko ki runga i te Awa o Waikato, kia noho ora ai ngā whakapapa me ngā hononga ki ngā iwi noho tata.

Me kī pēnei, ko Pokaitu te kōawa nui rawa atu ki a Ngāti Kearoa Ngāti Tuara iwi o Te Arawa. Ko Waikarakia te kautawa nui, ka horoi a Kahumatamomoe i ōna ringaringa i

Further west (and in the eastern part of the Tokoroa Block) is the source of the Mangaharakeke Stream and its tributary, the Matakatau Stream. These streams run across the south-western corner of the Tikorangi Block, flowing into the Horohoro Block and ultimately joining the Waikato River near the Atiamuri Bridge.

Tauwhare, Whakaiaorongo, Tikitiki, Pukerimu, Opakau, Te Roto and Pokaiwhenua Streams

North of the Mangaharakeke are several streams that start in the Patetere South Block, high on the Mamaku Plateau and drain westward towards the Waikato River. Starting in the north west corner of the block they are, from north to south: Tauwhare, Whakaiaorongo, Tikitiki, Pukerimu, Opakau, Te Roto and the Pokaiwhenua.

Kurarawa, Tuarakereru and Waimaruru

The Pokaiwhenua has two tributaries, Kurarawa and Tuarakereru. The Kurarawa itself has a tributary, the Waimaruru which has its source near where the kainga of Waimaruru once was and where the urupa (a cemetery reserve of Ngāti Kearoa Ngāti Tuara, Patetere South 1B1) still exists to this day.

All these streams have their sources in the Patetere South Block which once was the very heartland of our iwi. The streams and the bush provided our tupuna with all they needed to support life.

Whilst today the catchments are being turned to agriculture, in their original state their coverage was pristine native forests, swamp lands, undulating hills of aruhe (fern) and rolling to easy fertile flats. The catchments supported a plethora of wildlife.

Importance of waterways to Ngāti Kearoa Ngāti Tuara

As these waterways are inextricably linked to and contribute to the very life of the mighty Waikato River, so were they the very source of the cultural, spiritual, historical and traditional customs and practices Ngāti Kearoa Ngāti Tuara depended on for their very sustenance.

In their original state the catchments were covered in pristine native forests, swamp lands, undulating hills of aruhe (fern) and rolling to easy fertile flats. The traditional association with the Matahāna area, near Horohoro, can also be traced back to Haukapuanui's and Tangiharuru's visit to the area, where they were amazed at its fruitfulness. The streams were full of eels and water birds abounded. The bush likewise was full of birds and from that time on, the people lived well due to the plentiful resources.

From flax gathering in their swamp lands, bird snaring in and timber extraction from their forests, from fishing in their streams, and from the crops in their cultivations, Ngāti Kearoa Ngāti Tuara clothed, protected, fed and sustained themselves, trading their produce on the Waikato River and keeping alive their whakapapa associations and alliances with neighbouring tribes.

Of them all, the Pokaitu Stream is the principal water course of the Ngāti Kearoa Ngāti Tuara iwi of Te Arawa. Its main tributary is the Waikarakia Stream in whose spring

ngā wai, kātahi ka tapaa te maunga rā, ko Te Horohoroinga o Ngā Ringa a Kahumatamomoe (ko Horohoro i ēnei rā). Nā Tamatekapua ka puta ko Kahumatamomoe, te tipuna pōkai whenua i heke ki Aotearoa mā runga i a Te Arawa.

He kaha tonu te pānga o Ngāti Kearoa Ngāti Tuara ki ēnei kautawa o te Awa o Waikato pupū ake i te rohe o te iwi. He mea nui tēnei ki a mātou.

waters Kahumatamomoe washed his hands and gave name to the mountain, Te Horohoroinga o Nga Ringa a Kahumatamomoe (now commonly known as Horohoro). Kahumatamomoe, the son of Tamatekapua, was the great Te Arawa explorer and ancestor who migrated to New Zealand on the Arawa waka.

The association of Ngati Kearoa Ngati Tuara with these tributaries of the Waikato River, which all have their beginnings in the tribal rohe, is one which still has great meaning to the people of our iwi.

Tuhourangi Ngati Wahiao Statement of Association

He Kupu Ipurea O Tuhourangi Ngāti Wāhiao Ki Te Rauhitanga Wai O Te Awa O Waikato

He ariari noa te kotahitanga ki a Papatūānuku ki te ipukarea o Tūhourangi Ngāti Wāhiao ki Te Awa o Waikato tonu, me ngā roma me ngā kautawa o te Rauhitanga o Whirinaki.

Ko te ipukarea o Tūhourangi ki te rauhitanga o Te Awa o Waikato me ōna rawa. Kūa whakatakoto noatia atu ngā kōrero o nehe o tōna wā e te tohunga rongonui nei e Mita Taupopoki. Ki āna tirohanga i te rohe o Tūhourangi Ngāti Wāhiao, anei tāna e whai ake nei e pā ana ki Te Awa o Waikato:

“...ki Te Roma o Rahopaka, ka rere iho ki Te Rohe o Te Whakamaru ki Ngapopoia-o-Tore, kātahi ki Ohaturi, kātahi ki Te Awa o Waikato ki Te Motuwahanake, Wharerārauhe, kātahi ka huri ki te Rāwhiti.”

Ko ngā huānga ā Tūhourangi Ngāti Wāhiao ki te rauhitanga ko te tāpiri atu ki tētahi wāhanga o Te Awa o Waikato ka tīmata i uta atu ki te pūaha o Te Roma o Akatārewa ka taka atu ki te ara whakawhitinga o Ohakuri, ā, ka tāpiri atu ai i tētahi wāhanga o te rohenga i te tonga-mā-uru o Te Rohe 6A o Rotomahana-Parekaranga

Te Roma o Whirinaki

Nā, ko Te Roma o Whirinaki me ōna kautawa maha, ko ōna mātāpuna kei Te Rohe o Rotomahana-Parekarangi, e pupuri tonu nei a Tūhourangi Ngāti Wāhiao (me ētahi atu) i ngā tikanga huānga. Ka rere atu Te Roma o Whirinaki mā Te Tāwhārua o Ngākuru, he rauhitanga i whakairotia e ngā tere o ngā kautawa maha. Tū ana i te pūaha o Te Roma o Whirinaki ka titiro whakautā atu mai i te parenga mauī, ko aua kautawa e tāpiri atu ana ki Ngā Roma o Te Tōtara, o Rahi, o Rotohouhou, o Karapiti. Tū ana i te pūaha o Te Roma o Whirinaki, ka titiro whakautā atu mai i te parenga katau, ko ngā kautawa ko ngā Roma o Mangatete, o Hotupuku, o Waihunuhunu, o Akatārewa.

Waikite

E takoto ana hoki te tāwhārua ngāwhā o Waikite ki ngā rauhitanga o Whirinaki ki te taha o ngā puke whakahirahira e toru, a Hāparangi, a Tumunui, a Maungaongaonga. Ko aua tihī ko te pito rohenga ki te raki o te rauhitanga o Whirinaki, e takoto ana tēnei i ngā kaokao o te rohe o Tūhourangi, ā, ko ētahi o ngā wāhi whakahirahira i

Tuhourangi Ngati Wahiao Statement of Association

The association of Tuhourangi Ngati Wahiao, with the Waikato River itself and with the streams and tributaries of the Whirinaki Catchment is succinctly to be at one with Papatuanuku.

The cultural, spiritual, historic and traditional association of Tuhourangi with the Waikato River catchment and its resources has long been set down by the renowned tribal historian of his time, Mita Taupopoki. In his description of the Tuhourangi Ngāti Wāhiao tribal rohe, he referred to the Waikato River as follows:

“...to Rahopaka Stream, thence down said stream along the rohe of Te Whakamaru Block to Ngapopoia-o-Tore, thence to Ohaturi, thence on the Waikato River to Te Motuwahanake, Wharerārauhe, thence it turns East...”

The Tuhourangi Ngati Wahiao interests in the catchment include part of the Waikato River commencing upstream at the mouth of the Akatārewa Stream downstream to the Ohakuri Road crossing, and includes part of the south-western boundary of the former Rotomahana-Parekarangi 6A Block.

Whirinaki Stream

The Whirinaki Stream and its many tributaries have their source in the Rotomahana-Parekarangi Block, which Tuhourangi Ngati Wahiao (and others) hold traditional interests in. The Whirinaki Stream flows through the Ngakuru Valley, which is a catchment carved by the flow of numerous tributaries. Standing at the mouth of the Whirinaki Stream, and looking upstream, on the left bank, those tributaries include the Totara Stream, Rahi Stream, Rotohouhou Stream and the Karapiti Stream. Standing at the mouth of the Whirinaki Stream, and looking upstream, from the right bank, the tributaries are the Mangatete Stream, Hotupuku Stream, Waihunuhunu Stream and the Akatārewa Stream.

Waikite

The Waikite geothermal valley also lies within the Whirinaki catchment along with three prominent hills, Hāparangi, Tumunui and Maungaongaonga. Those peaks are the northern extent of the Whirinaki catchment, lie within the Tuhourangi rohe, and are among the important places cited

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

whakataua ai a Mita Taupopoki.

by Mita Taupopoki.

Te Roma o Pokaitu

Pokaitu Stream

Kohikohi harakeke ai a Tūhourangi Ngāti Wahiao mai i ngā pā harakeke i te taha o Te Roma o Pokaitu, ka rere atu nei mā ngā Rohe o Horohoro, o Tikorangi, ka puta atu ki Te Awa o Waikato.

Tūhourangi Ngāti Wahiao gathered flax from flax grounds along the Pokaitu Stream, which runs through the Horohoro and Tikorangi Blocks into the Waikato River.

Parekarangi

Parekarangi

Noho ai a Tūhourangi Ngāti Wahiao i te rohe o Parekarangi, i te Pā o Parekarangi hoki. He maha tonu ngā matatiki kai mai i te rauhitanga, ka tāpiri atu i ngā papa aruhe i Pukehou me Omanga. Ngā matatiki kai i whakaratoa i ngā hawai i Rotomahana Parekarangi pēnei i te īnanga, i kainga hei kīnaki ki te aruhe. He ara tāwhiti kiore anō hoki i Parekarangi mai i Tūahuahu ki Te Tara-o-Te Marama. I kohia hoki te kōpia tawa i Parekarangi, he kai hirahira nā ngā tūpuna, ā, i whakairotia hoki ngā waka i konei.

Tūhourangi Ngāti Wahiao lived on the Parekarangi block, including at Parekarangi Pa. There were many food sources available from the catchment, including fern grounds at Pukehou and Omanga. The waterways on Rotomahana Parekarangi provided food sources such as inanga, which were eaten as a relish for fern roots. There were also rat snaring grounds at Parekarangi, from Tuahuahu to Te Tara-o-te-marama. Tawa berries, a principal ancestral food, were also gathered from Parekarangi, and waka were carved here too.

I whakamahi a Tūhourangi Ngāti Wahiao i ōna kaitiakitanga hei tiaki i ā rātou rawa mā te rāhui i ngā pā harakeke i Parekarangi, tāpiri atu i Te Atamarikiriko, ā, ki Te Rāwhiti o Te Tuakanga. I rāhuitia ngā wāhi, ngā manu, me ngā kiore hoki.

Tūhourangi Ngāti Wahiao exercised kaitiakitanga over their resources by declaring rāhui over flax grounds at Parekarangi, including Te Atamarikiriko and at Te Tuakanga East. The rāhui were over the place, the birds and rats.

Ngā wāhi i Te Awa---Ngāawapurua Te Motuwhanaake me Te Pohatu

Places on the River – Ngaawapurua, Te Motuwhanaake and Te Pohatu

He ipukarea tā Tūhourangi ki Ngāawapurua, e takoto nei ki te taha o Te Awa o Waikato. I reira ngā mārā kūmara. He wāhi hoki hei whakarato kīnaki mō te kūmara, te īnanga, te manu me te kiore.

Tūhourangi had an association with Ngaawapurua, which lies along the Waikato River. There were kumara plantations there. The waterways also provided relishes for kumara, including inanga, birds and rats.

He ipukarea atu anō tā Tūhourangi ki Te Motuwhanaake kei te awa. I noho tonu hei pā i ngā wā o te matua o Mita Taupopoki.

Tūhourangi were also associated with Te Motuwhanaake, which is on the River. It was still used as a pa in the time of Mita Taupopoki's father.

He urupā a Te Pohutu i Te Awa tonu o Waikato.

Te Pohutu was a burial ground on the Waikato River itself.

Ngā Wāhi hirahira

Significant places

He maha tonu ngā wāhi hirahira i āhuatia e Mita Taupopoki e whai iho nei:

Many of the specific significant places were described by Mita Taupopoki as follows:

Ngā Kāinga

Occupation

"...Ko ngā pā i te wā o tōku matua, ko Parekarangi, ko Kākārikipotiki, ko Te Motuwhanaake, ko Ngāawapurua."

"... The pa's in my father's time were at ... Parekarangi, Kakarikipotiki, Te Motuwhanaake, Ngaawapurua ..."

Ngā Papa Aruhe

Fern Grounds

"...I Pukehou ngā papa aruhe e pātata atu ana ki Parekarangi, i Omanga e pātata atu ana ki taua wāhi i Ngāwhakatutu, ko Horohoro, i Haparangi e pātata atu ana ki te hāpua o Waipupu. Ko ahau tonu tētahi i kohi aruhe i reira... kainga ai e mātou te īnanga ki te taha hei kīnaki."

"...We had fern grounds at...Pukehou near Parekarangi, Omanga near the latter place, at Ngāwhakatutu, Horohoro, at Haparangi near lagoon Waipupu... I collected fern roots there myself... we used to eat inanga with it as a relish..."

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

Māra Kūmara

"... I ā mātou anō hoki ngā māra kūmara i Te Awa o Waikato, arā i Ngāawapurua, ko Te Waihunuhunu i kō tata mai...ko te kīnaki ki te kūmara me te aruhe, ko te īnanga, ko te manu, ko te kiore, me te kiko tangata...e whakamahia tonutia ana ētahi o ngā māra ināianei, ā, kua whakarērea ētahi."

Ngā Kāinga

"Ko ngā kāinga ko...Parekarangi me Motuwhanake i Te Awa o Waikato."

Ngā Papa Tāwhiti Kiore

"I ā mātou ngā papa tāwhiti kiore... I Parekarangi mai i Tūahuahu ki Te Tara-o-te-marama..."

Ngā Pā Harakeke

"E toru ngā rāhui i Te Whenua, kotahi i Te Turu i runga atu i Whakarewarewa, kotahi i Te Atamarikiriko e pātata atu ana ki Parekarangi, ā, ko te mea tuatoru i Te Rāwhiti o Te Tuakanga ki taua wāhi...Ko ngā rāhui nei e kapi ana i ngā wāhi, i ngā manu, i ngā kiore...kotahi kei Kapenga, kotahi kei Waipāukunuku, kotahi kei Te Waikaukau, kei ngā repo i te taha o Te Roma o Pōkaiu, i te anganui o Horohoro, he rite anō i te taha o Te Roma o Rotohouhou e rere atu rā ki Te Roma o Whirinaki..."

Ngā Kākano Tawa

"Me kōrero atu ahau mō ngā kōpia Tawa i Moerangi, i Kākāpiko me Parekarangi nā ko te tino kai a ōku tūpuna."

Hāroto Rakiraki

"I a mātou ngā hāroto rakiraki me ngā hōpua i Whirinaki, i Rotohouhou tae atu ki Karapiti rānō, ki Waipā, ki Te Pūroto o Ngāroto, ki ngā Roma o Waikaukau me Pōkaiu...He tapu katoa ēnei wāhi..."

Te Tārai waka

"...Hāunga anō te maha o ngā waka i tāraia i Parekarangi."

Ngā Urupā

"Me kōrero ahau mō ngā urupā i Ratoreka me Paeroa. Ko Te Pōhatu i Te Awa o Waikato tetahi. Ko Wharetokotoko tetahi ... ko Te Waihunuhunu tetahi atu urupā..."

Kumara Plantations

"...We had also plantations at the Waikato River, at Ngāawapurua, Te Waihunuhunu near It ... the relishes to kumara and fern root were inanga, birds, rats and human flesh ... some of the cultivations are in use now, and some are abandoned..."

Settlements

"The settlements were ... Parekarangi and Te Motuwhanake on the Waikato River"

Rat Snaring Grounds

"We had rat snaring grounds ... At Parekarangi from Tuahuahu to Te Tara-o-te-marama..."

Flax Swamps

"There were three rahui over the Country, one at Te Turu above Whakarewarewa, one at Te Atamarikiriko near Parekarangi, and the third one at Te Tuakanga East of the latter place ... These rahui were over the place, birds and rats ... there is one at Kapenga, there is one at Waipāukunuku, one at Te Waikaukau, swamps along the Pokaitu Stream, opposite Horohoro, the same along the Rotohouhou Stream flowing into Whirinaki Stream..."

Tawa Berries

"I will now speak of the Tawa berries at Moerangi, Kakapiko and Parekarangi which was one of the principal foods of my ancestors..."

Duck Ponds

"We had duck ponds and pools at Whirinaki, Rotohouhou as far as Karapiti, Waipa, Ngaroto Lagoon, Waikaukau and Pokaitu Stream ... These places were sacred..."

Canoe Making

"...Besides, we had many other canoes made at Parekarangi"

Burial Places

"I will speak of the buirial places at Ratoreka and Paeroa. Te Pohatu on the Waikato River is one. Wharetokotoko another ... Te Waihunuhunu is another burial place..."

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Me te aha anō hei tā Mita Taupopoki ngā matemate-a-one, ngā ipukarea a Tūhourangi ki te Awa, ki te whenua me ōna rawa katoa.

Thus was it set down by Mita Taupopoki the cultural, spiritual, historic and traditional association of Tuhourangi with the River and the land and its resources.

He kura tangata e kore e rokohanga

The treasured possessions of men are intangible

He kura whenua ka rokohanga

The treasures of the land are tangible

3 PURPOSE AND SUMMARY OF DEED

OVERARCHING PURPOSE

- 3.1 The overarching purpose of this deed is to restore and protect the health and wellbeing of the Waikato River for present and future generations.

CO-MANAGEMENT

- 3.2 This deed reflects the commitment of the Crown and the Te Arawa River Iwi to enter a new era of co-management over the Waikato River. The successful implementation of co-management requires a new approach. The arrangements in this deed provide a foundation for future co-management relationships between the Te Arawa River Iwi, the Crown, relevant local authorities and other agencies, but do not preclude those parties entering into co-management arrangements beyond the scope of this deed.

SUMMARY OF DEED

- 3.3 The following arrangements comprise the co-management framework designed to achieve the overarching purpose:
- 3.3.1 the development of Te Arawa River Iwi objectives for the Waikato River;
 - 3.3.2 the legislative recognition of the vision and strategy for the Waikato River;
 - 3.3.3 the establishment of, and the granting of functions and powers to, the Waikato River Authority through legislation;
 - 3.3.4 the establishment and funding of the Waikato River Clean-up Trust;
 - 3.3.5 other co-management arrangements, including the establishment of joint management agreements with relevant local authorities, an Upper Waikato River integrated management plan, a Te Arawa River Iwi environmental management plan, regulations and exemptions for customary activities; and
 - 3.3.6 relationship mechanisms, including entry by Ministers and other persons into accords with the trustees of the Te Arawa River Iwi Trust and the establishment of a Ministerial forum.

4 OBJECTIVES FOR THE WAIKATO RIVER

THE OBJECTIVES

- 4.1 The Te Arawa River Iwi may issue their objectives for the Waikato River.
- 4.2 The objectives must be consistent with the overarching purpose of this deed to restore and protect the health and wellbeing of the Waikato River for present and future generations.
- 4.3 The Te Arawa River Iwi must:
- 4.3.1 make the Te Arawa River Iwi objectives for the Waikato River available to the public for inspection at the offices of the trustees of Te Arawa River Iwi Trust; and
 - 4.3.2 give copies of those objectives to:
 - (a) the relevant local authorities; and
 - (b) the Minister for the Environment.
- 4.4 The Te Arawa River Iwi objectives become effective when the objectives are made available pursuant to clauses 4.3.1 and 4.3.2.

AMENDMENTS

- 4.5 The Te Arawa River Iwi may amend the Te Arawa River Iwi objectives at any time provided that the amendments proposed are consistent with the overarching purpose of this deed, to restore and protect the health and wellbeing of the Waikato River for present and future generations.
- 4.6 The Te Arawa River Iwi must:
- 4.6.1 make the amended Te Arawa River Iwi objectives for the Waikato River available to the public for inspection at the offices of the trustees of Te Arawa River Iwi Trust; and
 - 4.6.2 give copies of the amended objectives to:
 - (a) the relevant local authorities; and
 - (b) the Minister for the Environment.
- 4.7 The amended Te Arawa River Iwi objectives become effective when the amended objectives are made available pursuant to clauses 4.6.1 and 4.6.2.

5 VISION AND STRATEGY FOR THE WAIKATO RIVER

VISION AND STRATEGY

Background

- 5.1 The parties acknowledge that:
- 5.1.1 the vision and strategy for the Waikato River was developed by the Guardians establishment committee, which was established under the Waikato-Tainui Agreement in Principle for the Settlement of the Historical Claims of Waikato-Tainui in relation to the Waikato River; and
 - 5.1.2 the Guardians establishment committee included one representative from Te Arawa River Iwi.
- 5.2 Te Arawa River Iwi endorse the vision and strategy for the Waikato River.
- 5.3 The vision and strategy is set out in part 1 of the schedule.

STATUTORY RECOGNITION OF VISION AND STRATEGY

The vision and strategy is included in the Te Arawa River Iwi co-management legislation

- 5.4 The Te Arawa River Iwi co-management legislation will:
- 5.4.1 provide that the vision and strategy applies to the Waikato River and activities within its catchment affecting the Waikato River;
 - 5.4.2 set out the vision and strategy in a schedule to the Te Arawa River Iwi co-management legislation in the form set out in part 1 of the schedule to the deed; and
 - 5.4.3 provide that the Governor-General may, from time to time on the advice of the Minister for the Environment in accordance with clause 5.12.6, by Order in Council, amend the schedule to the Te Arawa River Iwi co-management legislation that sets out the vision and strategy with effect from a date specified in the Order in Council.

The vision and strategy to be the primary direction setting document for the Waikato River

- 5.5 The Te Arawa River Iwi co-management legislation will record that:
- 5.5.1 the Waikato River and its contribution to New Zealand's social, cultural, environmental and economic wellbeing is of national importance; and

- 5.5.2 the vision and strategy is Te Ture Whaimana o Te Awa o Waikato.
- 5.6 The Te Arawa River Iwi co-management legislation will provide that:
- 5.6.1 the vision and strategy is intended by Parliament to be the primary direction setting document for the Waikato River and activities within its catchment affecting the Waikato River; and
- 5.6.2 the Te Arawa River Iwi co-management legislation will be interpreted in a manner consistent with clause 5.6.1.

The vision and strategy to form part of the Waikato Regional Policy Statement

- 5.7 For the purposes of clause 5.8, local authority means Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, areas "A" and "B" on the SO plan, but does not include the Auckland Council.
- 5.8 The Te Arawa River Iwi co-management legislation will provide that on and from the date that the Te Arawa River Iwi co-management legislation comes into force:
- 5.8.1 the vision and strategy in its entirety is deemed to be part of the Waikato Regional Policy Statement;
- 5.8.2 the Waikato Regional Council will, as soon as reasonably practicable, insert the vision and strategy into the Waikato Regional Policy Statement and make consequential amendments to records and publications to reflect clause 5.8.1;
- 5.8.3 to avoid doubt, the process set out in Schedule 1 of the Resource Management Act 1991 does not apply for the purposes of clause 5.8.1 or 5.8.2;
- 5.8.4 the Waikato Regional Council must ensure that no part of the Waikato Regional Policy Statement is inconsistent with the vision and strategy;
- 5.8.5 following the date specified in the Order in Council made under clause 5.4.3 in respect of the initial review of the vision and strategy referred to in clause 5.12.4(a) or a subsequent review of the vision and strategy referred to in clause 5.12.3:
- (a) for the purposes of clause 5.8.4 the Waikato Regional Council must review and, if necessary, initiate an amendment to the Waikato Regional Policy Statement to give effect to clause 5.8.4; and
- (b) a local authority must review and, if necessary, initiate an amendment to a regional or district plan to give effect to the vision and strategy;
- 5.8.6 any amendment referred to in clause 5.8.5 must be undertaken using the process set out in Schedule 1 of the Resource Management Act 1991;

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- 5.8.7 a local authority must commence the review and amendment process referred to in clause 5.8.5 by no later than 6 months after the date specified in the Order in Council in respect of the initial review of the vision and strategy referred to in clause 5.12.4(a);
- 5.8.8 if by the time that a local authority commences a review referred to in clause 5.8.5 a joint management agreement between the trustees of the Te Arawa River Iwi Trust and that local authority is not in force under clause 7.3, then the local authority will:
- (a) convene a joint working party as provided for in clause 7.3.11(a);
 - (b) ensure that the local authority and the trustees of the Te Arawa River Iwi Trust jointly decide on the final recommendation to a local authority on the content of a Resource Management Act planning document to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991, as provided for in clause 7.3.11(c); and
 - (c) discuss with the trustees of the Te Arawa River Iwi Trust the potential for the trustees to participate in the decisions on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991, as provided for in clause 7.3.11(d);
- 5.8.9 a local authority must commence the review and amendment process referred to in clause 5.8.5 no later than 12 months after the date specified in the Order in Council made under clause 5.4.3 in respect of a subsequent review of the vision and strategy referred to in clause 5.12.3;
- 5.8.10 until the date specified in the Order in Council in respect of a review and amendment process referred to in clause 5.8.5(a), if there is an inconsistency between the updated vision and strategy and any other component in the Waikato Regional Policy Statement then the vision and strategy will prevail;
- 5.8.11 any obligation on a local authority to amend a Resource Management Act planning document under section 55 of the Resource Management Act 1991 does not apply to the extent that a proposed amendment would be inconsistent with the vision and strategy;
- 5.8.12 where the Waikato Regional Council is undertaking a review of and any amendments to the Waikato Regional Policy Statement under section 79 of the Resource Management Act 1991, that review may not extend to the vision and strategy component of the Waikato Regional Policy Statement;
- 5.8.13 the vision and strategy will prevail over any inconsistent provision in:
- (a) a national policy statement issued under section 52 of the Resource Management Act 1991; and

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- (b) a New Zealand coastal policy statement issued under section 52 of the Resource Management Act 1991;
 - 5.8.14 where a rule has been included in a regional plan or district plan for the purpose of giving effect to the vision and strategy, that rule will prevail over:
 - (a) a national environmental standard made under section 43 of the Resource Management Act 1991;
 - (b) a water conservation order made under section 214 of the Resource Management Act 1991; and
 - (c) a bylaw made by a local authority;
 - 5.8.15 clause 5.8.14 applies only to the extent that the rule included in a regional plan or district plan for the purpose of giving effect to the vision and strategy is more stringent than the matters set out in clause 5.8.14 (a) to (c);
 - 5.8.16 following the date specified in the Order in Council made under clause 5.4.3 in respect of a review of the vision and strategy under clauses 5.12.3 or 5.12.4(a), and after any resulting amendments referred to in clause 5.8.5 have been made:
 - (a) a local authority may commence a review of the conditions of a resource consent under section 128 of the Resource Management Act 1991; and
 - (b) a requiring authority may give notice of its requirement to alter a designation under section 181 of the Resource Management Act 1991;
 - 5.8.17 clauses 5.8.1 to 5.8.16 have effect to the extent that the content of the vision and strategy relates to matters covered by the Resource Management Act 1991;
 - 5.8.18 to the extent that it affects the Waikato River, a national energy efficiency and conservation strategy prepared and published under section 18 of the Energy Efficiency and Conservation Act 2000 must be consistent with the vision and strategy;
 - 5.8.19 to the extent that it affects the Waikato River, the responsible Minister must, when preparing a national land transport strategy under Part 3 of the Land Transport Management Act 2003, take into account the vision and strategy; and
 - 5.8.20 to the extent that it affects the Waikato River, a management plan for a foreshore and seabed reserve prepared under section 44 of the Foreshore and Seabed Act 2004 must not be inconsistent with the vision and strategy.
- 5.9 The Te Arawa River Iwi co-management legislation will provide that the obligations under clause 5.8 apply notwithstanding sections 59 to 77 of the Resource Management Act 1991.

Statements of general policy under the Conservation Act 1987 and Acts in Schedule 1 of that Act

- 5.10 The Te Arawa River Iwi co-management legislation will provide that:
- 5.10.1 for the purposes of each of the following Acts, the vision and strategy is a statement of general policy approved under the following specified sections:
 - (a) Conservation Act 1987, section 17B;
 - (b) Wildlife Act 1953, section 14C;
 - (c) Reserves Act 1977, section 15A;
 - (d) National Parks Act 1980, section 44; and
 - (e) Wild Animal Control Act 1977, section 5;
 - 5.10.2 a conservation management strategy or a conservation management plan made under an Act listed under clause 5.10.1 must not derogate from a statement of general policy created by clause 5.10.1;
 - 5.10.3 the requirement in clause 5.10.2 does not take effect for any statement of general policy made under clause 5.10.1 until the date that the strategy or plan is next reviewed or amended;
 - 5.10.4 the review or amendment process for a conservation management strategy or conservation management plan affected by clause 5.10.2 must commence:
 - (a) no later than 6 months after the date specified in the Order in Council made under clause 5.4.3 in respect of the initial review of the vision and strategy referred to in clause 5.12.4(a); and
 - (b) following the date specified in the Order in Council in respect of any subsequent review of the vision and strategy under clause 5.12.3, no later than 12 months after that date;
 - 5.10.5 until the date specified in the Order in Council in respect of a review or amendment process referred to in clause 5.10.4, if any component of a conservation management strategy or conservation management plan derogates from the vision and strategy, then the vision and strategy will prevail;
 - 5.10.6 to avoid doubt, nothing in a freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 or a sports fish management plan approved under section 17M of the Conservation Act 1987 may derogate from the vision and strategy;

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- 5.10.7 clauses 5.10.2 to 5.10.5 apply to a freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 and a sports fish management plan approved under section 17M of the Conservation Act 1987 as if those plans are conservation management plans; and
- 5.10.8 clauses 5.10.1 and 5.10.2 have effect in respect of an Act specified in those clauses to the extent that the content of the vision and strategy relates to the exercise of powers and functions for the Waikato River and activities in its catchment that affect the Waikato River under that Act.

Obligation to have particular regard to vision and strategy

5.11 The Te Arawa River Iwi co-management legislation will provide that:

- 5.11.1 a person exercising powers or functions relating to the Waikato River and activities in its catchment that affect the Waikato River under any Act specified in clause 5.11.2 must, in addition to any other requirement specified in those Acts for the exercise of that power, have particular regard to the vision and strategy;
- 5.11.2 the Acts are:
- (a) Biosecurity Act 1993;
 - (b) Conservation Act 1987;
 - (c) Fisheries Act 1996;
 - (d) Forests Act 1949;
 - (e) Health Act 1956;
 - (f) Historic Places Act 1993;
 - (g) Land Drainage Act 1908;
 - (h) Local Government Act 1974;
 - (i) Local Government Act 2002;
 - (j) National Parks Act 1980;
 - (k) Native Plants Protection Act 1934;
 - (l) New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;
 - (m) Queen Elizabeth the Second National Trust Act 1977;

- (n) Reserves Act 1977;
- (o) Resource Management Act 1991;
- (p) River Boards Act 1908;
- (q) Soil Conservation and Rivers Control Act 1941;
- (r) Walking Access Act 2008;
- (s) Wild Animal Control Act 1977; and
- (t) Wildlife Act 1953;

5.11.3 clause 5.11.1 does not have effect in relation to:

- (a) the Resource Management Act 1991, where clause 5.8 affects the exercise of a power or function; and
- (b) the Acts specified in clause 5.10.1 where clauses 5.10.1 to 5.10.8 affect the exercise of a power or function; and

Statement regarding the vision and strategy

5.11.4 where a local authority or other person has prepared or changed a document in accordance with the obligations under clauses 5.8 to 5.11, that authority or person must:

- (a) make an explicit statement in the relevant document on how the vision and strategy has been addressed; and
- (b) no later than 20 business days after the completion of the relevant document, provide a copy of that statement to the Waikato River Authority.

REVIEW OF THE VISION AND STRATEGY

5.12 The Te Arawa River Iwi co-management legislation will provide that:

5.12.1 when reviewing the vision and strategy, the Waikato River Authority:

- (a) may recommend that the vision and strategy includes:
 - (i) targets to achieve the vision and strategy; and
 - (ii) methods to implement the vision and strategy;
- (b) may otherwise recommend amendments to the vision and strategy including any targets and methods;

- (c) to the extent that they are consistent with the overarching purpose of this settlement, must take into account:
 - (i) the Te Arawa River Iwi environmental management plan;
 - (ii) other iwi environmental plans insofar as they relate to the Waikato River;
 - (iii) the Te Arawa River Iwi objectives for the Waikato River;
 - (iv) other iwi objectives for the Waikato River; and
 - (v) the report resulting from the scoping study undertaken in accordance with clause 6.18;
- (d) may take into account any other documents considered relevant by the Waikato River Authority to the health and wellbeing of the Waikato River; and
- (e) must follow the process set out in part 2 of the schedule to the deed;

5.12.2 the Waikato River Authority may only make recommendations to amend the vision and strategy that are consistent with the overarching purpose of this settlement, being the restoration and protection of the health and wellbeing of the Waikato River for present and future generations;

Timing of reviews

5.12.3 the Waikato River Authority may initiate reviews at any time but a review must be undertaken at intervals no greater than 10 years after the previous review;

5.12.4 despite clause 5.12.3, the Waikato River Authority:

- (a) must, within 3 months of the date on which the Authority is established, commence an initial review of the vision and strategy for the purpose of considering whether targets and methods should be developed for inclusion in the vision and strategy; and
- (b) may, in its discretion, extend the initial review of the vision and strategy under clause 5.12.4(a) to include consideration of whether the vision and strategy should be amended beyond the inclusion of targets and methods; but
- (c) must not commence any further review of the vision and strategy sooner than 5 years after the date on which it gives the notification or makes the recommendation under clause 5.1 of part 2 of the schedule;

Initial review

- 5.12.5 in respect of the initial review of the vision and strategy undertaken under clause 5.12.4(a) the Waikato River Authority:
- (a) must consider whether targets and methods should be developed for inclusion in the vision and strategy;
 - (b) may make recommendations to amend the vision and strategy by including targets and methods; and
 - (c) may, in the event that it exercises its discretion under clause 5.12.4(b) to extend the initial review:
 - (i) consider whether the vision and strategy should be amended other than by the inclusion of targets and methods; and
 - (ii) make recommendations to amend the vision and strategy other than by the inclusion of targets and methods;

Order in Council

- 5.12.6 the Minister for the Environment must advise the Governor-General to make an Order in Council under clause 5.4.3 to amend the vision and strategy if:
- (a) the Crown, Te Arawa River Iwi and the other appointers each receive a written recommendation from the Waikato River Authority to amend the vision and strategy;
 - (b) the written recommendation sets out in full the amended vision and strategy; and
 - (c) the Crown, Te Arawa River Iwi and the other appointers agree in writing with each other to accept the recommendation.

REFERENCES TO WAIKATO RIVER

5.13 In this part 6:

- 5.13.1 “**Waikato River**” means the Waikato River from Te Waiheke o Huka to Te Puaha o Waikato, and includes the Waipa River from its junction with the Puniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked “A” and “B” on the SO plan; and
- 5.13.2 “**catchment**” means the areas marked “A” and “B” on the SO plan.

6 GOVERNANCE ARRANGEMENTS

ESTABLISHMENT OF THE WAIKATO RIVER AUTHORITY

- 6.1 The Te Arawa River Iwi co-management legislation will provide that a statutory body called the Waikato River Authority is established.
- 6.2 The Te Arawa River Iwi co-management legislation will include the provisions set out in part 3 of the schedule relating to the Waikato River Authority.

PURPOSE OF THE WAIKATO RIVER AUTHORITY

- 6.3 The Te Arawa River Iwi co-management legislation will provide that the purpose of the Waikato River Authority is to:
 - 6.3.1 set the primary direction through the vision and strategy to achieve the restoration and protection of the health and wellbeing of the Waikato River for present and future generations;
 - 6.3.2 promote an integrated, holistic and co-ordinated approach to the implementation of the vision and strategy and the management of the Waikato River; and
 - 6.3.3 as trustee for the Waikato River Clean-Up Trust, fund rehabilitation initiatives for the Waikato River.

FUNCTIONS OF THE WAIKATO RIVER AUTHORITY

- 6.4 The Te Arawa River Iwi co-management legislation will provide that:
 - 6.4.1 the principal function of the Waikato River Authority is to achieve its purpose; and
 - 6.4.2 the other functions of the Waikato River Authority are to:
 - (a) engage with and provide advice to:
 - (i) local authorities on amendments to Resource Management Act planning documents to give effect to the vision and strategy;
 - (ii) the range of agencies with responsibilities related to the Waikato River (including, without limitation, local authorities and conservation, fisheries and biosecurity agencies) to achieve an integrated, holistic and co-ordinated approach to the implementation of the vision and strategy and the management of the Waikato River; and

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- (iii) the Environmental Protection Authority;
- (b) act as trustee for the Waikato River Clean-Up Trust and, in that capacity, administer the contestable clean-up fund for the Waikato River;
- (c) monitor:
 - (i) the carrying out, effectiveness and achievement of the principal function of the Waikato River Authority;
 - (ii) the implementation, effectiveness and achievement of the vision and strategy, including any targets and methods; and
 - (iii) the implementation, effectiveness and achievement of clean-up initiatives funded by the Waikato River Clean-Up Trust;
- (d) report at least every 5 years to the Crown, Te Arawa River Iwi and the other appointers on the results of the monitoring carried out under clause 6.4.2(c);
- (e) periodically review and, at the discretion of the Waikato River Authority, recommend to the Crown, Te Arawa River Iwi and the other appointers amendments to the vision and strategy;
- (f) request call-ins under the Resource Management Act 1991;
- (g) maintain a register of accredited commissioners; and
- (h) appoint accredited commissioners to sit on boards of inquiry and hearings committees when required to do so in accordance with clauses 6.6.4 and 6.6.6; and

6.4.3 for the purposes of carrying out its functions the Waikato River Authority has:

- (a) full capacity to carry on or undertake any activity, do any act, or enter into any transaction; and
- (b) for the purposes of clause 6.4.3(a), full rights, powers, and privileges.

6.5 The Te Arawa River Iwi co-management legislation will provide that clause 6.4.3 applies subject to the provisions of the Te Arawa River Iwi co-management legislation, any other enactment, and the general law.

RESOURCE CONSENT DECISION MAKING

- 6.6 The Te Arawa River Iwi co-management legislation will provide that:
- 6.6.1 clauses 6.6.2 to 6.6.8 apply only to applications to the Waikato Regional Council for resource consent:
- (a) to take, use, dam or divert water in the Waikato River;
 - (b) for a point source discharge to the Waikato River; and
 - (c) for any activity listed in section 13 of the Resource Management Act 1991 in relation to the Waikato River;
- 6.6.2 the Waikato River Authority must establish and maintain a register of persons who:
- (a) are accredited to act as hearing commissioners to hear applications for resource consent under the Resource Management Act 1991; and
 - (b) have been appointed by:
 - (i) Te Arawa River Iwi; or
 - (ii) iwi who appoint members of the Waikato River Authority;
- 6.6.3 no later than 5 business days after receiving an application for resource consent referred to in clause 6.6.1, the Waikato Regional Council must provide written notice to the Waikato River Authority and the trustees of the Te Arawa River Iwi Trust stating that it has received that application;
- 6.6.4 if the Waikato Regional Council holds a hearing under the Resource Management Act 1991 in relation to an application for resource consent referred to in clause 6.6.1, the committee to hear and make a decision on the application must comprise:
- (a) members appointed by the Waikato Regional Council who must be accredited to act as hearing commissioners to hear applications for resource consent under the Resource Management Act 1991;
 - (b) an equal number of members appointed by the Waikato River Authority whose names are recorded on the register referred to in clause 6.6.2; and
 - (c) an independent chairperson, who is jointly appointed by the Waikato River Authority and the Waikato Regional Council, and who must be accredited to act as a hearing commissioner to hear applications for resource consent under the Resource Management Act 1991;

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- 6.6.5 before appointing members to a committee under clause 6.6.4, the Waikato River Authority and the Waikato Regional Council will discuss the proposed appointees with a view to ensuring that the committee contains members with an appropriate mix of skills, expertise and experience;
- 6.6.6 if an application for resource consent is called in and referred to a board of inquiry under Part 6AA of the Resource Management Act 1991, then:
- (a) the Environmental Protection Authority (“EPA”) must as soon as practicable serve notice on the Waikato River Authority of the decision to call in the application;
 - (b) before the Minister appoints a board of inquiry under section 149J of the Resource Management Act 1991, the Minister must seek from the Waikato River Authority the names of one or two persons for appointment to the board of inquiry, depending on whether the board will comprise 3 or 5 appointees;
 - (c) no later than 10 business days after receiving a request under clause 6.6.6(b), the Waikato River Authority may provide to the Minister the number of names of persons whose names are on the register referred to in clause 6.6.2 required by the Minister under clause 6.6.6(b); and
 - (d) provided clause 6.6.6(c) has been complied with, the Minister must appoint to the board of inquiry:
 - (i) at least one person identified by the Waikato River Authority under clause 6.6.6(c);
 - (ii) the same number of other persons; and
 - (iii) a chairperson who must be appointed in accordance with section 149J(3)(b) of the Resource Management Act 1991;
- 6.6.7 before making appointments to a board of inquiry under clause 6.6.6, the Waikato River Authority and the Minister will discuss the proposed appointees with a view to ensuring that the board comprises appointees with an appropriate mix of skills, expertise and experience;
- 6.6.8 except as provided for in this clause 6.6, the persons appointed pursuant to clause 6.6.4 will be treated in the same manner as persons appointed under section 149J of the Resource Management Act 1991; and
- 6.6.9 to avoid doubt:
- (a) if an application for resource consent is lodged with the EPA under section 145 of the Resource Management Act 1991, and a direction is made under section 147(1)(c) to refer the matter to Waikato Regional Council, then clause 6.6.4 will apply; and

- (b) where a request is made under section 100A of the Resource Management Act 1991 for the Waikato Regional Council to delegate to a commissioner or commissioners the hearing of an application for resource consent, that power of delegation cannot be exercised in relation to those members appointed by the Waikato River Authority under clause 6.6.4(b), and may only be exercised in relation to those members appointed by the Waikato Regional Council under clause 6.6.4(a).

REVIEW OF WAIKATO RIVER AUTHORITY

- 6.7 Meetings will be held five yearly for the purposes set out in clause 6.8.
- 6.8 The purposes are to:
 - 6.8.1 review the operations and outcomes of the Waikato River Authority;
 - 6.8.2 review how effectively the Waikato River Authority has achieved its purpose and functions; and
 - 6.8.3 consider what action might be taken to enable the Waikato River Authority to achieve more effectively its purpose and functions, and any other purposes or functions that the participants in the meeting may consider appropriate.
- 6.9 The first meeting is to be held on a date to be agreed by the Crown and Te Arawa River Iwi that is within six months of the submission of the first report by the Waikato River Authority under clause 6.4.2(d), with subsequent meetings to be held within six months of each subsequent report issued by the Waikato River Authority.
- 6.10 The proposed participants in the meetings are to be:
 - 6.10.1 one individual nominated by Waikato-Tainui;
 - 6.10.2 one individual nominated by Maniapoto;
 - 6.10.3 one individual nominated by Raukawa;
 - 6.10.4 one individual nominated by Te Arawa;
 - 6.10.5 one individual nominated by Ngati Tuwharetoa;
 - 6.10.6 the Prime Minister or nominee;
 - 6.10.7 the Minister of Finance or nominee;
 - 6.10.8 the Minister for the Environment or nominee;
 - 6.10.9 the Minister of Maori Affairs or nominee;

- 6.10.10 the Chairperson of Environment Waikato or nominee; and
- 6.10.11 any other individuals that Te Arawa River Iwi and the Crown agree should attend a particular meeting.

WAIKATO RIVER CLEAN-UP TRUST

Acknowledgement

- 6.11 The Crown acknowledges the forbearance and commitment of Te Arawa River Iwi in affirming the health and wellbeing of the Waikato River and their leadership and generosity in supporting the establishment of the Waikato River Authority and the Waikato River Clean-up Trust.
- 6.12 Te Arawa River Iwi acknowledge the establishment of the Waikato River Clean-up Trust as part of the co-management framework set out in this deed. Clauses 6.13 to 6.24 replicate the relevant provisions of the Waikato-Tainui River deed but also include statements relating to the involvement of Te Arawa River Iwi.

Establishment of trust

- 6.13 The Te Arawa River Iwi co-management legislation will provide that:
 - 6.13.1 there will be established a trust to be known as the Waikato River Clean-up Trust on the terms set out in part 4 of the schedule;
 - 6.13.2 the object of the Waikato River Clean-up Trust will be the restoration and protection of the health and wellbeing of the Waikato River for present and future generations;
 - 6.13.3 the Waikato River Authority will be the trustee of the Waikato River Clean-Up Trust; and
 - 6.13.4 the trustee of the Waikato River Clean-up Trust, acting in that capacity, will be treated as a tax charity satisfying the requirements of section 41(5) of the Income Tax Act 2007 notwithstanding that the trustee does not register as a charitable entity under the Charities Act 2005.
- 6.14 As set out in part 4 of the schedule, the trust fund of the Waikato River Clean-up Trust will be available on a contestable basis for use in projects to achieve the object of the trust that are:
 - 6.14.1 proposed by any applicants including Te Arawa River Iwi, Raukawa, Waikato-Tainui, Maniapoto, Ngati Tuwharetoa, other iwi, local authorities, landowners or others furnishing to the trustee detailed applications in such form as the trustee may from time to time require;
 - 6.14.2 considered by the trustee under a process devised by the trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and

6.14.3 approved by the trustee after due consideration.

6.15 The Crown will settle on the trustee of the Waikato River Clean-up Trust for the purposes of that trust:

6.15.1 the sum of \$21,000,000, on the date which is 20 business days after the date on which the Waikato River Clean-up Trust is established; and

6.15.2 further sums of \$7,000,000 on each anniversary of that date up to and including the 27th anniversary of that date.

6.16 Upon receipt of the scoping study under clause 6.18, the Crown will consider whether any further contributions to the Waikato River Clean-up Trust should be made.

6.17 The Crown and other persons may settle amounts on the trustee of the Waikato River Clean-up Trust for the purposes of that trust and the trustee will accept such other settlements if the terms of such other settlements are appropriate.

Scoping study for clean-up fund

6.18 The Crown has commissioned and is funding an independent scoping study to:

6.18.1 identify rehabilitation priorities in relation to the Waikato River and the likely cost of those priority activities; and

6.18.2 provide useful background information for the operation of the Waikato River Clean-up Trust.

6.19 The Guardians establishment committee is acting as a governance group for the scoping study pursuant to its terms of reference.

6.20 The Crown will complete the scoping study referred to in clause 6.18 within 6 months of the date of this deed.

6.21 If, before the scoping study is completed, the Guardians establishment committee is replaced by any other committee or entity then the replacement committee or entity will act as the governance group for the scoping study.

Te Arawa River Iwi involvement

6.22 The parties agree that Te Arawa River Iwi have provided their views to the Crown on rehabilitation projects in relation to the Waikato River to the Crown. If those projects are not prioritised in the scoping study described in clause 6.18, the Crown will ensure that those projects are independently costed using the same costing methodology applied in that scoping study. The costing will identify the range of costs to complete the project and is not intended to be a cost-benefit analysis of the impact to the community or environment.

6.23 Following receipt by the Crown of the scoping study and any independent costings of Te Arawa River Iwi projects received under clause 6.22:

- 6.23.1 the Crown will consider the size of the fund available to the Waikato River Clean-up Trust; and
- 6.23.2 if the scoping study or independent costings received under clause 6.21 identify that additional funds are required beyond that already contributed to the Waikato River Clean-up Trust because of those projects and initiatives referred to in clause 6.22, the Crown will meet with Te Arawa River Iwi and discuss with them the possible provision of additional funds, before deciding whether any additional funds will be provided and, if so, whether those funds will be provided directly to Te Arawa River Iwi or to the Waikato River Clean-up Trust to be applied to those projects and initiatives.

MINISTER TO TABLE REPORTS

- 6.24 The Te Arawa River Iwi co-management legislation will provide that the Minister for the Environment must table in Parliament each annual report the Minister receives from the Waikato River Authority within one month of receiving the report.

REFERENCES TO WAIKATO RIVER

- 6.25 In this part 6:
- 6.25.1 “**Waikato River**” means the Waikato River from Te Waiheke o Huka to Te Puaha o Waikato, and includes the Waipa River from its junction with the Puniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked “A” and “B” on the SO plan; and
- 6.25.2 “**catchments**” means the areas marked “A” and “B” on the SO plan.

7 CO-MANAGEMENT ARRANGEMENTS

CO-MANAGEMENT

- 7.1 The co-management arrangements set out in this part:
- 7.1.1 complement the governance arrangements set out in parts 5 and 6 of this deed;
 - 7.1.2 comprise a range of instruments that are designed to guide the implementation of co-management and recognise and provide for the kawa, tikanga, mana whakahaere and kaitiakitanga of Te Arawa River Iwi within their rohe;
 - 7.1.3 are designed to:
 - (a) give effect to co-management within the Te Arawa River Iwi rohe;
 - (b) promote the restoration and protection of the quality, health and wellbeing of the Waikato River for present and future generations; and
 - (c) acknowledge and enhance the importance of relationships within the Upper Waikato River communities; and
 - 7.1.4 aim to reflect a range of legislative instruments including those specific provisions of the Local Government Act 2002 designed to enhance the inclusion of Maori within local government processes.

STRUCTURE OF THIS PART

- 7.2 The principle of co-management is recognised and expressed in this part through:
- 7.2.1 joint management agreements between the Te Arawa River Iwi and local authorities;
 - 7.2.2 an Upper Waikato River integrated management plan;
 - 7.2.3 the Te Arawa River Iwi environmental management plan;
 - 7.2.4 provision for the issuing of regulations under the Te Arawa River Iwi co-management legislation; and
 - 7.2.5 the other matters specified in this part.

JOINT MANAGEMENT AGREEMENTS

7.3 The Te Arawa River Iwi co-management legislation will provide that:

Obligation to enter joint management agreement

7.3.1 a joint management agreement will be in force between each of the local authorities referred to in clause 7.3.5 and the trustees of the Te Arawa River Iwi Trust no later than 18 months after the settlement date, unless the parties agree in writing to extend that period; and

7.3.2 each joint management agreement will be generally in the form set out in part 5 of the schedule

("joint management agreement");

Scope of joint management agreement

7.3.3 a joint management agreement:

(b) may only include matters relating to the Waikato River and activities within its catchment affecting the Waikato River;

(b) must cover the matters referred to in clause 7.3.4; and

(c) may cover matters in addition to the matters referred to in clause 7.3.4 which are agreed in accordance with clauses 7.3.45 and 7.3.46;

7.3.4 the joint management agreement will provide for the local authority and the trustees of the Te Arawa River Iwi Trust to work together in relation to the exercise of the following functions, powers and duties under the Resource Management Act 1991:

(a) monitoring and enforcement in accordance with clause 7.3.7 and 7.3.8;

(b) preparation, review or change of a Resource Management Act planning document in accordance with clauses 7.3.10 and 7.3.11; and

(c) functions, powers or duties under Part 6 of the Resource Management Act 1991 in relation to applications for resource consents in accordance with clause 7.3.15 to 7.3.18;

7.3.5 clause 7.3.1 applies to the Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, area "B" on the SO plan, but does not include the Auckland Council;

Principles for development and operation of joint management agreements

- 7.3.6 the local authority and the trustees of the Te Arawa River Iwi Trust will, in working together to develop the joint management agreement, and in working together under the joint management agreement, act in a manner consistent with the following guiding principles:
- (a) promoting the overarching purpose of this deed to restore and protect the health and wellbeing of the Waikato River for present and future generations;
 - (b) respecting the mana whakahaere rights and responsibilities of Te Arawa River Iwi;
 - (c) promoting the principle of co-management as referred to in clause 1.32;
 - (d) reflecting a shared commitment to:
 - (i) work together in good faith and a spirit of co-operation;
 - (ii) open, honest and transparent communication; and
 - (iii) use their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner; and
 - (e) recognising that the joint management agreement operates within statutory frameworks, and the importance of complying with those statutory frameworks, meeting statutory timeframes, and minimising delays and costs;

Monitoring and enforcement

- 7.3.7 clause 7.3.8 applies in relation to monitoring and enforcement relating to the Waikato River and activities within its catchment affecting the Waikato River;
- 7.3.8 the section of the joint management agreement in relation to monitoring and enforcement will provide for the relevant local authority and the trustees of the Te Arawa River Iwi Trust to:
- (a) meet no less than twice each year to:
 - (i) discuss and agree the priorities for the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991;
 - (ii) discuss and agree the methods for and extent of the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991; and

- (iii) discuss the opportunities for the participation of Te Arawa River Iwi in the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991;
- (b) meet no less than twice each year to discuss appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991, including:
 - (i) the potential for the review of Resource Management Act planning documents; and
 - (ii) enforcement under the Resource Management Act 1991, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices or the service of infringement notices;
- (c) agree appropriate procedures for reporting back to the trustees of the Te Arawa River Iwi Trust on the enforcement action taken by the local authority;
- (d) discuss and agree the role of the trustees of the Te Arawa River Iwi Trust in the 5 yearly review provided for in section 35(2A) of the Resource Management Act 1991; and
- (e) discuss the opportunities for persons nominated by the trustees of the Te Arawa River Iwi Trust to participate in enforcement action under the Resource Management Act 1991;

7.3.9 that section of the joint management agreement will also provide how the trustees of the Te Arawa River Iwi Trust and the local authority will bear the costs of carrying out the matters provided for in clause 7.3.8;

Preparation, review or change of a Resource Management Act planning document

7.3.10 clause 7.3.11 applies in relation to the preparation, review or change of a Resource Management Act planning document to the extent that those processes relate to the vision and strategy;

7.3.11 the section of the joint management agreement in relation to the preparation, review or change of a Resource Management Act planning document will provide:

- (a) that prior to the commencement of the preparation, review or change process, the local authority and the trustees of the Te Arawa River Iwi Trust will convene a joint working party to discuss and recommend to the local authority:
 - (i) the process to be adopted in relation to the preparation, review or change of that Resource Management Act planning document; and

- (ii) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 to the Resource Management Act 1991;
 - (b) that the local authority and the trustees of the Te Arawa River Iwi Trust will jointly participate in the making of the final recommendation to the local authority on whether to commence a review of, and whether to make an amendment to, a Resource Management Act planning document;
 - (c) that the local authority and the trustees of the Te Arawa River Iwi Trust will jointly participate in the making of the final recommendation to a local authority on the content of a Resource Management Act planning document to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991; and
 - (d) that the local authority and the trustees of the Te Arawa River Iwi Trust will discuss the potential for the trustees of the Te Arawa River Iwi Trust to participate in the making of the decisions on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991;
- 7.3.12 to avoid doubt, clause 7.3.11 also applies to a variation to a proposed policy statement or proposed plan;
- 7.3.13 the section of the joint management agreement in relation to the preparation, review or change of a Resource Management Act planning document will also provide how the trustees of the Te Arawa River Iwi Trust and the local authority will bear the costs of participating in a joint working party under clause 7.3.11;
- 7.3.14 that section will also provide for a mechanism for the trustees of the Te Arawa River Iwi Trust to participate in processes under Part 2 of Schedule 1 of the Resource Management Act 1991;

Resource consent process

- 7.3.15 clauses 7.3.16 and 7.3.17 apply in relation to applications for resource consents for the activities specified in clause 7.3.18;
- 7.3.16 the section of the joint management agreement in relation to the resource consent process will provide that:
- (a) each relevant local authority must provide to the trustees of the Te Arawa River Iwi Trust a summary of applications for resource consents received by that local authority;
 - (b) the information provided under clause 7.3.16(a) will be:
 - (i) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act

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1991, or as may be agreed between the trustees of the Te Arawa River Iwi Trust and the relevant local authority from time to time; and

- (ii) provided as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 95A to 95C of the Resource Management Act 1991; and
- (c) the local authority and the trustees of the Te Arawa River Iwi Trust will jointly develop and agree criteria to assist local authority decision making under the following processes or sections of the Resource Management Act 1991:
 - (i) best practice for pre-application processes;
 - (ii) section 87E (request that an application be determined by the Environment Court rather than the consent authority);
 - (iii) section 88(3) (incomplete application for resource consent);
 - (iv) section 91 (deferral pending additional consents);
 - (v) section 92 (requests for further information);
 - (vi) sections 95 to 95F (notification of applications for resource consent); and
 - (vii) sections 127 and 128 (change, cancellation or review of consent conditions);

7.3.17 to avoid doubt, the criteria developed and agreed under clause 7.3.16(c):

- (a) are additional to, and must not derogate from, the existing criteria to be applied by the local authority under the Resource Management Act 1991; and
- (b) do not impose any requirement on a consent authority to change, cancel or review consent conditions;

7.3.18 clauses 7.3.16 and 7.3.17 apply to:

- (a) applications to the Waikato Regional Council for resource consent for the following activities:
 - (i) take, use, dam or divert water from or in the Waikato River;
 - (ii) discharge any contaminant or water into the Waikato River;

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- (iii) discharge any contaminant onto or into land in circumstances which will result in that contaminant (or any other contaminant emanating as a result of natural processes from that contaminant) entering the Waikato River;
- (iv) use, erect, reconstruct, place, alter, extend, remove, or demolish any structure or part of any structure in, on, under, or over the bed or banks of Waikato River;
- (v) excavate, drill, tunnel, or otherwise disturb the bed or banks of the Waikato River;
- (vi) introduce or plant any plant or any part of any plant (whether exotic or indigenous) in, on, or under the bed or banks of the Waikato River;
- (vii) deposit any substance in, on, or under the bed or banks of the Waikato River;
- (viii) reclaim or drain the bed of the Waikato River;
- (ix) enter onto or pass across the bed of the Waikato River;
- (x) damage, destroy, disturb, or remove a plant or a part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River;
- (xi) damage, destroy, disturb, or remove the habitats of plants or parts of plants, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River;
- (xii) damage, destroy, disturb, or remove the habitats of animals or aquatic life in, on, or under the bed or banks of the Waikato River;
- (xiii) dump any waste or other matter from any ship or aircraft in that part of the Waikato River within the coastal marine area;
- (xiv) dump any ship or aircraft in that part of the Waikato River within the coastal marine area;
- (xv) occupy any land that forms part of the Waikato River within the coastal marine area;
- (xvi) remove any sand, shingle, shell or other natural material from the bed or banks of that part of the Waikato River within the coastal marine area;
- (xvii) occupy any part of the Waikato River within the coastal marine area for the purpose of an aquaculture activity; and

(xviii) the use of or activities on the surface of the water in that part of the Waikato River within the coastal marine area; and

(b) applications to a relevant territorial authority for resource consent for the use of or activities on the surface of the water in the Waikato River;

7.3.19 the section of the joint management agreement relating to the resource consent process will also provide how the trustees of the Te Arawa River Iwi Trust and the local authority will bear the costs of carrying out the matters provided for in clause 7.3.16;

Process for finalising joint management agreement

7.3.20 within 10 business days of the effective date the trustees of the Te Arawa River Iwi Trust and each local authority will convene a joint committee to commence the process for finalising the joint management agreement;

7.3.21 the trustees of the Te Arawa River Iwi Trust and the local authority will work together in a positive and constructive manner to finalise the joint management agreement within the timeframe specified in clause 7.3.1, having particular regard to the principles set out in clause 7.3.6;

7.3.22 the trustees of the Te Arawa River Iwi Trust and the local authority may resort to any facilitation, mediation or other process considered by the parties to be appropriate in the process of finalising the joint management agreement;

7.3.23 no later than 14 months after the effective date, the trustees of the Te Arawa River Iwi Trust and the local authority will give notice in writing to the Minister for the Environment and the trustees of the Te Arawa River Iwi Trust:

(a) confirming that all matters relating to the joint management agreement have been agreed; or

(b) identifying that there are issues in dispute that the parties have not been able to resolve, the nature of any issue in dispute and the position of the respective parties on any issue in dispute; or

(c) notifying an agreement in writing under clause 7.3.1 to extend the date by which a joint management agreement will be in force;

7.3.24 where notice is given under clause 7.3.23(a), that notice must also specify the date upon which the joint management agreement is to come into force;

7.3.25 where notice is given under clause 7.3.23(b):

(a) the Minister and the trustees of the Te Arawa River Iwi Trust will forward that notice to the Waikato River Authority;

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- (b) within 2 months of receiving the notice under clause 7.3.25(a), the Waikato River Authority will consult with local authorities and the trustees of the Te Arawa River Iwi Trust and then:
 - (i) make a written recommendation to the Minister for the Environment and the trustees of the Te Arawa River Iwi Trust on how some or all of the issues in dispute should be determined, having particular regard to the principles set out in clause 7.3.6; or
 - (ii) if the members of the Waikato River Authority are unable to reach a decision on any of the issues in dispute, give written notice to the Minister for the Environment and the trustees of the Te Arawa River Iwi Trust that the Waikato River Authority is unable to make a recommendation on how those issues in dispute should be determined, and

on receipt of a recommendation made or a notice given under this clause, the Minister for the Environment and the trustees of the Te Arawa River Iwi Trust, in consultation with the local authority, will work together to resolve any issue in dispute;

- 7.3.26 the process referred to in clause 7.3.25 may continue for a period of no more than two months, unless otherwise agreed in writing by the Minister for the Environment and the trustees of the Te Arawa River Iwi Trust;
- 7.3.27 where, at the expiration of the period referred to in clause 7.3.26, all matters relating to the joint management agreement have been resolved, the trustees of the Te Arawa River Iwi Trust and the local authority will finalise the joint management agreement and will give notice to the Minister for the Environment specifying the date upon which the joint management agreement is to come into force;
- 7.3.28 where, at the expiration of the period referred to in clause 7.3.26, there remains any issue in dispute in relation to the joint management agreement:
 - (a) the Minister for the Environment will make a determination on the issue in dispute; and
 - (b) on the basis of that determination, the trustees of the Te Arawa River Iwi Trust and the local authority will finalise the joint management agreement and will give notice to the Minister for the Environment specifying the date upon which the joint management agreement is to come into force;
- 7.3.29 in making any determination under clause 7.3.28, the Minister for the Environment:
 - (a) will have particular regard to:
 - (i) the principles set out in clause 7.3.6; and

- (ii) any recommendation made by the Waikato River Authority in accordance with clause 7.3.25(b)(i); and
 - (b) may consult with the Waikato River Authority before making the determination;
- 7.3.30 the Minister for the Environment may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues in dispute between the trustees of the Te Arawa River Iwi Trust and the local authority;
- 7.3.31 where notice has been given under clause 7.3.23(c), not less than four months before the extended date by which a joint management agreement will be in force the trustees of the Te Arawa River Iwi Trust and the local authority will give notice in writing to the Minister for the Environment and the trustees of the Te Arawa River Iwi Trust:
 - (a) confirming that:
 - (i) all matters relating to the joint management agreement have been agreed; and
 - (ii) the joint management agreement will be in force on the extended date; or
 - (b) identifying that there are issues in dispute that the parties have not been able to resolve, the nature of any issue in dispute and the position of the respective parties on any issue in dispute;
- 7.3.32 where notice is given under clause 7.3.31(b), the Minister for the Environment and the trustees of the Te Arawa River Iwi Trust, in consultation with the local authority, will work together to resolve any issue in dispute and the provisions of clauses 7.3.25 to 7.3.31 will apply with any necessary modification;
- 7.3.33 the trustees of the Te Arawa River Iwi Trust and the local authority may agree that a joint management agreement is to come into force in stages;
- 7.3.34 at the time that notice is given of the date upon which a joint management agreement is to come into force, the trustees of the Te Arawa River Iwi Trust and the local authority must also provide a copy of that agreement to the Minister for the Environment;

Suspension of joint management agreement

- 7.3.35 the trustees of the Te Arawa River Iwi Trust and the local authority may from time to time agree in writing to suspend, in whole or in part, the operation of the joint management agreement;
- 7.3.36 in reaching any agreement under clause 7.3.35, the parties must specify the scope and duration of any such suspension;

7.3.37 to avoid doubt, there is no right to terminate a joint management agreement;

Waiver of rights under joint management agreement

7.3.38 the trustees of the Te Arawa River Iwi Trust may give notice in writing to the local authority from time to time that it waives any rights provided for under the joint management agreement;

7.3.39 in giving any notice under clause 7.3.38, the trustees of the Te Arawa River Iwi Trust must specify the extent and duration of any such waiver;

7.3.40 the trustees of the Te Arawa River Iwi Trust may at any time revoke a notice of waiver by notice in writing to the local authority;

Statutory framework for joint management agreement

7.3.41 nothing in sections 36B to 36E of the Resource Management Act 1991 apply to the joint management agreement;

7.3.42 the performance or exercise of a function, power or duty under a joint management agreement has the same legal effect as a power, function or duty performed or exercised by a local authority;

7.3.43 a local authority will not use the special consultative procedure under section 83 of the Local Government Act 2002 in relation to a joint management agreement;

7.3.44 a joint management agreement is enforceable between the parties to it;

Extension of joint management agreement

7.3.45 the trustees of the Te Arawa River Iwi Trust and the local authority may extend the joint management agreement to cover any other functions, powers or duties as may be agreed between the parties;

7.3.46 in the event that the parties agree to extend the joint management agreement to cover any other functions, powers or duties:

(a) that extended part of the joint management agreement will be subject to clauses 7.3.33 to 7.3.44 and 7.3.47 to 7.3.51; but

(b) despite clause 7.3.37, that extended part of the joint management agreement may be terminated in whole or in part by one party giving to the other party 20 business days notice;

(c) to avoid doubt, no termination under clause 7.3.47(b) will affect the remaining part of the joint management agreement; and

(d) prior to either party exercising a right of termination under clause 7.3.46(b), the parties will work together to seek to resolve any issue in

a manner consistent with the principles set out in clause 7.3.6 and the dispute resolution process contained in the joint management agreement;

Review and amendment of joint management agreement

7.3.47 the trustees of the Te Arawa River Iwi Trust and the local authority may at any time agree in writing to undertake a review of the joint management agreement;

7.3.48 where, as a result of a review, the trustees of the Te Arawa River Iwi Trust and the local authority agree in writing that the joint management agreement should be amended, those parties may amend the joint management agreement without further formality;

7.3.49 following an amendment to the joint management agreement, the trustees of the Te Arawa River Iwi Trust and the local authority will:

(a) give notice in writing of such amendment to the Minister for the Environment; and

(b) provide a copy of the amended joint management agreement to the Minister for the Environment;

Transfers, delegations and joint management agreements

7.3.50 to avoid doubt, the provisions in this clause 7.3 relating to joint management agreements do not preclude the local authority from effecting a transfer or delegation, entering into any other joint management agreement with the trustees of the Te Arawa River Iwi Trust under the Resource Management Act 1991, or engaging in any other co-management arrangement with the trustees of the Te Arawa River Iwi Trust under any legislation; and

Exercise of powers in certain circumstances

7.3.51 where a statutory power or function is affected by this joint management agreement, but a statutory timeframe for the exercise of that function or power is not able to be complied with under the joint management agreement, or an emergency situation arises, the local authority may exercise that power or function on its own account and not in accordance with the joint management agreement, but must forthwith notify the trustees of the Te Arawa River Iwi Trust of that exercise of the power.

LOCAL GOVERNMENT ACT 2002

7.4 Following the signing of this deed, the Crown will facilitate a discussion between the trustees of the Te Arawa River Iwi Trust and relevant local authorities on:

7.4.1 whether joint working parties could be established in relation to the preparatory stages of long term council community plans and annual plans under the Local Government Act 2002; and

- 7.4.2 identifying opportunities for the trustees of the Te Arawa River Iwi Trust to contribute to local authority decision-making processes in accordance with section 14(1)(d) and section 81 of the Local Government Act 2002.

UPPER WAIKATO RIVER INTEGRATED MANAGEMENT PLAN

- 7.5 The Te Arawa River Iwi co-management legislation will provide that:

- 7.5.1 an Upper Waikato River integrated management plan is to be prepared and approved for the Upper Waikato River within 3 years of the effective date;

Purpose of the integrated management plan

- 7.5.2 the purpose of the Upper Waikato River integrated management plan is to achieve an integrated approach between the Te Arawa River Iwi, Raukawa, relevant Crown agencies and relevant local authorities to the management of aquatic life, habitats and natural resources within the Upper Waikato River consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations;

Components of the integrated management plan

- 7.5.3 the Upper Waikato River integrated management plan will include:
- (a) a component on issues related to conservation management under the conservation legislation (**conservation component**);
 - (b) a component on issues related to fisheries management under the Fisheries Act 1996 (**fisheries component**);
 - (c) a component on issues related to the resource management, biosecurity and local government functions of Environment Waikato under the Resource Management Act 1991, Biosecurity Act 1993, Local Government Act 2002 and any other relevant legislation (**regional council component**); and
 - (d) any other component agreed between the Te Arawa River Iwi, Raukawa and any appropriate agency, including territorial authorities, responsible for administering or exercising functions, power and duties under any legislation that affects the Upper Waikato River and activities in its catchment that affect the Waikato River (**other component**);

Process for development and approval of the integrated management plan

- 7.5.4 the Upper Waikato River integrated management plan will be developed together by the Te Arawa River Iwi, Raukawa, relevant Crown agencies and local authorities, in a co-operative and co-ordinated manner, and in accordance with the process set out in part 6 of the schedule;

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- 7.5.5 the Upper Waikato River integrated management plan will be approved as one whole plan in the following manner:
- (a) the conservation component will be approved jointly by the Te Arawa River Iwi, Raukawa and the Minister of Conservation;
 - (b) the fisheries component will be approved jointly by the Te Arawa River Iwi, Raukawa and the Minister of Fisheries;
 - (c) the regional council component will be approved jointly by the Te Arawa River Iwi, Raukawa and Environment Waikato; and
 - (d) any other component will be approved jointly by the Te Arawa River Iwi, Raukawa and any other appropriate agency;
- 7.5.6 despite clause 7.5.5, if the Te Arawa River Iwi, Raukawa and a relevant agency have not been able to agree a component of the Upper Waikato River integrated management plan, each completed component on which agreement has been reached may be approved;
- 7.5.7 the Upper Waikato River integrated management plan may be reviewed and amended from time to time, either in its entirety, or through the review and amendment of individual components, in accordance with the process set out in part 6 of the schedule;
- 7.5.8 any review of or amendment to the Upper Waikato River integrated management plan may be initiated by agreement between the Te Arawa River Iwi, Raukawa and the relevant agency;

Effect of the Upper Waikato River integrated management plan

- 7.5.9 the effect of the Upper Waikato River integrated management plan is as follows:
- (a) the conservation component of the Upper Waikato River integrated management plan will be deemed to be a conservation management plan under section 17E of the Conservation Act 1987, and a freshwater fisheries management plan under section 17J of the Conservation Act 1987;
 - (b) the fisheries component of the Upper Waikato River integrated management plan will be deemed to be a fisheries plan under section 11A of the Fisheries Act 1996;
 - (c) any local authority that is preparing, reviewing or changing a Resource Management Act planning document will have regard to the Upper Waikato River integrated management plan; and
 - (d) any other component of the Upper Waikato River integrated management plan will have the effect agreed between the Te Arawa River Iwi, Raukawa and the relevant agency.

ENVIRONMENTAL MANAGEMENT PLAN

7.6 The Te Arawa River Iwi co-management legislation will provide that:

Te Arawa River Iwi environmental management plan

7.6.1 the trustees of the Te Arawa River Iwi Trust may prepare and serve a Te Arawa River Iwi environment management plan on a local authority, the Director-General of Conservation, the chief executive of the Ministry of Fisheries, or any other relevant agency;

7.6.2 the Te Arawa River Iwi environmental management plan:

- (a) will be prepared by Te Arawa River Iwi ;
- (b) may be reviewed and amended from time to time by Te Arawa River Iwi; and
- (c) will be available to the public for inspection at the offices of the trustees of the Te Arawa River Iwi Trust and the relevant agencies, including local authorities;

Effect of the Te Arawa River Iwi environmental management plan

7.6.3 where a local authority is preparing, reviewing or changing a Resource Management Act planning document, that local authority must treat and recognise the Te Arawa River Iwi environmental management plan in the same manner as would be required under the Resource Management Act 1991 for any planning document recognised by an iwi authority;

7.6.4 a consent authority must have regard to the Te Arawa River Iwi environmental management plan when considering an application for resource consent under section 104 of the Resource Management Act 1991, where the consent authority considers the plan relevant and reasonably necessary to determine the application;

7.6.5 any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will recognise and provide for the Te Arawa River Iwi environmental management plan to the extent their contents relate to those functions, powers and duties; and

7.6.6 any person exercising functions, powers or duties under the conservation legislation will have particular regard to the Te Arawa River Iwi environmental management plan to the extent its contents relate to those functions, powers and duties.

REGULATIONS

7.7 The Te Arawa River Iwi co-management legislation will provide:

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- 7.7.1 that within 2 years of the effective date, regulations will be made for the Upper Waikato River in relation to the management of fisheries subject to the Fisheries Act 1996 including:
- (a) provision for the Te Arawa River Iwi to manage customary fishing on the Upper Waikato River through the issuing of customary fishing authorisations;
 - (b) provision for the Te Arawa River Iwi to recommend to the Minister of Fisheries the making of bylaws restricting or prohibiting fishing on the Upper Waikato River; and
 - (c) provision that the Minister of Fisheries will make the bylaws recommended by the Te Arawa River Iwi under clause 7.7.1(b), unless the Minister of Fisheries considers that an undue adverse effect on fishing would result if the proposed bylaws were made; and
- 7.7.2 for the power to make regulations for the Upper Waikato River for the management of aquatic life, habitats, and natural resources managed under the conservation legislation consistent with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations.

EXEMPTION FOR CUSTOMARY ACTIVITIES

- 7.8 Following the date of this deed, the Crown will facilitate an ongoing discussion between the Te Arawa River Iwi and relevant local authorities and agencies, for the purpose of exploring whether certain customary activities would not require resource consent under the Resource Management Act 1991 or other permit or authorisation.
- 7.9 The Te Arawa River Iwi co-management legislation will provide that the joint management agreement between the trustees of the Te Arawa River Iwi Trust and each relevant local authority provided for in clause 7.3 will include a process for the parties to explore:
- 7.9.1 whether customary activities could be carried out by Te Arawa River Iwi on the Waikato River without the need for a statutory authorisation from the local authority; and
 - 7.9.2 in particular, whether customary activities could be provided for as permitted activities in relevant regional plans or district plans.

PUBLIC AUTHORITIES

- 7.10 The Te Arawa River Iwi co-management legislation will provide that the Waikato River Authority and the Te Arawa River Iwi Trust are:
- 7.10.1 public authorities for the purposes of the Resource Management Act 1991; and

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7.10.2 public bodies for the purposes of clause 30 of schedule 7 of the Local Government Act 2002.

REFERENCES TO THE WAIKATO RIVER

7.11 In this part 7:

7.11.1 "**Waikato River**" means the Waikato River from Te Waiheke o Huka to Te Puaha o Waikato, and includes the Waipa River from its junction with the Puniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the area marked "B" on the SO plan; and

7.11.2 "**catchments**" means the area marked "B" on the SO plan.

8 RELATIONSHIP BETWEEN TE ARAWA RIVER IWI AND THE CROWN

ACCORDS

Acknowledgments

- 8.1 The parties acknowledge that:
- 8.1.1 the Te Arawa River Iwi wish to agree accords with a range of Ministers and other persons with responsibilities in relation to the Waikato River and activities in its catchment that affect the River;
 - 8.1.2 there has not been sufficient time to reach agreement on the list of Ministers and other persons or the subject matter of these accords;
 - 8.1.3 this part sets out:
 - (a) that an overarching accord between the Te Arawa River Iwi and the Crown ("**Te Arawa-Crown accord**") will be developed and entered into;
 - (b) the Ministers and other persons with whom other accords will be developed;
 - (c) some of the matters that those accords will address; and
 - (d) the process for developing the accords; and
 - 8.1.4 in addition to the Ministers and other persons listed at clause 8.4, the parties will use their best endeavours to reach agreement on a list of any other Ministers and other persons that will enter into accords with the Te Arawa River Iwi, and to enter into those accords, before the effective date.
- 8.2 The Crown and the Te Arawa River Iwi Trustees acknowledge that:
- 8.2.1 the TPT settlement deed and TPT legislation provides that the Minister of Conservation, the Minister of Fisheries and the Minister for Arts, Culture and Heritage will each issue protocols to Te Arawa River iwi Trustees and in particular:
 - (a) clause 9.7.1 of the TPT settlement deed provides that the responsible Minister may issue a protocol as set out in Part 1 of Schedule 1 to that deed and may amend or cancel that protocol;
 - (b) a protocol may be amended or cancelled at the initiative of the trustees of Te Arawa River Iwi Trust or the responsible Minister; and

- (c) the responsible Minister may amend or cancel the protocol only after consulting with, and having particular regard to the views of, Te Arawa River Iwi Trustees;
- 8.2.2 the protocols contemplated under the TPT settlement deed have been negotiated and agreed by the Minister of Conservation, Minister of Fisheries and Minister for Arts, Culture and Heritage;
- 8.2.3 the Te Arawa River Iwi will review each of the protocols with the Minister of Conservation, Minister of Fisheries and Minister for Arts, Culture and Heritage in relation to this deed. On the basis of those reviews, the Te Arawa River Iwi and each of the relevant Ministers will agree on whether to alter and reissue the protocols (instead of developing an accord) to the Te Arawa River Iwi in relation to the Waikato River and activities in its catchment that affect the Waikato River.

Te Arawa River Iwi-Crown accord

- 8.3 The purpose of the Te Arawa River Iwi-Crown accord will be to:
 - 8.3.1 enhance and sustain the on-going relationship between the Te Arawa River Iwi and the Crown;
 - 8.3.2 oversee and protect the integrity of the agreements set out in this deed, and of the Te Arawa River Iwi co-management legislation;
 - 8.3.3 recognise, provide for and sustain the special relationship, which is recognised through the statement of significance, that the Te Arawa River Iwi have with the Waikato River respectively;
 - 8.3.4 affirm the parties' commitment to entering a new era of co-management over the Waikato River for the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations;
 - 8.3.5 provide for integrated management and mana whakahaere as appropriate; and
 - 8.3.6 reflect a unity of commitment to respect and care for the Waikato River.

Other accords

- 8.4 Te Arawa River Iwi records that Te Arawa River Iwi's preference is that the Te Arawa River Iwi-Crown accord is signed on behalf of the Crown by the Prime Minister but acknowledges that it may not be possible for that to happen.
- 8.5 Subject to clause 8.2, Te Arawa River Iwi and the Crown will enter into further accords with the Ministers and persons listed below:

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- 8.5.1 the Minister of Fisheries (and the chief executive of the Ministry of Fisheries);
 - 8.5.2 the Minister of Conservation (and the Director-General of Conservation);
 - 8.5.3 the Minister for the Environment, the accord with whom will, include provision for how the Te Arawa River Iwi may engage with the Minister for the Environment in respect of powers that the Minister exercises under the Resource Management Act 1991;
 - 8.5.4 the Minister for Land Information;
 - 8.5.5 the Minister for Arts, Culture and Heritage;
 - 8.5.6 the Minister of Local Government;
 - 8.5.7 the Minister of Agriculture;
 - 8.5.8 the Minister of Biosecurity;
 - 8.5.9 the Minister of Energy; and
 - 8.5.10 the Commissioner of Crown Lands.
- 8.6 As soon as possible after the date of this deed, the Crown will actively engage with the Te Arawa River Iwi to ensure that the accords are entered into as expeditiously as possible, and no later than the enactment of the Te Arawa River Iwi co-management legislation.
- 8.7 In agreeing the accords, the parties will have regard to the following:
- 8.7.1 the parties have agreed that these accords will be developed and entered into regarding issues that affect the Waikato River and its health and wellbeing for present and future generations, and the accords will reflect the intention of the deed to achieve co-management;
 - 8.7.2 existing accords and other arrangements entered into by other River iwi that relate to the Waikato River and the parties' desire to ensure a consistent approach so as to give effect to the objective of co-management;
 - 8.7.3 the Crown's agreement to engage with all River iwi when developing policies or laws impacting on the Waikato River, or affecting use rights in relation to the Waikato River (including in relation to water) to ensure such policies and laws are implemented in accordance with the requirements of co-management;
 - 8.7.4 the accords are to provide a commitment of intent and an agreed framework of actions between the relevant Ministers and/or other persons, Te Arawa River Iwi in order to achieve and implement the agreements reached in the deed; and

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- 8.7.5 the accords will contain provisions requiring co-ordination between Ministers where issues are raised by the Te Arawa River Iwi that relate to more than one Ministry or that are covered by more than one accord.
- 8.8 The Crown will endeavour to enter into other accords, or will encourage the relevant agency to enter into accords or other agreements, which will support and assist the Te Arawa River Iwi to carry out other functions, including to:
- 8.8.1 be approved as a Heritage Protection Authority;
 - 8.8.2 be appointed a registered collector of nga taonga tuturu under the Protected Objects Act 1975;
 - 8.8.3 engage with the New Zealand Geographic Board to provide for the exercise of mana whakahaere;
 - 8.8.4 establish a memorandum of understanding with the Historic Places Trust; and
 - 8.8.5 establish a memorandum of understanding with the New Zealand Archaeological Association.
- 8.9 The Crown will also support and assist the Te Arawa River Iwi to establish memoranda of understanding, of a similar nature to the accords provided for in this part, with the relevant local authorities and other relevant entities or agencies.

REVIEW

- 8.10 The agenda for any meeting called under part 9 will include consideration of:
- 8.10.1 the effectiveness of the accords in achieving the overarching purpose of this deed (including any amendments that might be made to the accords, and any improvements to their implementation); and
 - 8.10.2 whether accords may be necessary with other Crown agencies to better achieve the overarching purpose of this deed and, if so, a process for agreeing those accords.

MINISTERIAL FORUM

- 8.11 Te Arawa River Iwi and the Ministers identified in clause 8.16 will co-host a forum to be held annually, until agreed otherwise, as a commitment to the implementation and support of co-management in the Upper Waikato River.
- 8.12 The forum will be held at a mutually agreed venue and time and will be based on a mutually agreed agenda.
- 8.13 The purpose of the forum will be to develop and enhance active, functional and effective relationships between the Crown and Te Arawa River Iwi represented by the trustees of the Te Arawa River Iwi Trust and the relevant Ministers. These

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relationships are recognised as being critical to the success of the range of other tools and mechanisms provided for within the co-management arrangements.

- 8.14 The forum will allow a regular and informed opportunity to review the implementation of co-management in the Upper Waikato River by the Crown and Te Arawa River Iwi to discuss relevant matters, and to plan for effective and meaningful outcomes as a result of the co-management arrangements under this deed.
- 8.15 Representatives of Te Arawa River Iwi at the forum will be:
- 8.15.1 the chair of the Te Arawa River Iwi Trust;
 - 8.15.2 the deputy chair of the Te Arawa River Iwi Trust;
 - 8.15.3 other trustees of the Te Arawa River Iwi Trust;
 - 8.15.4 other persons nominated by the trustees of the Te Arawa River Iwi Trust who represented Te Arawa River Iwi in the negotiation of this deed; and
 - 8.15.5 any other person agreed by the chair of the Te Arawa River Iwi Trust and the Minister for the Environment as being an appropriate attendee.
- 8.16 Representatives of the Crown at the forum will be:
- 8.16.1 Minister for the Environment;
 - 8.16.2 Minister for Conservation;
 - 8.16.3 Minister of Local Government;
 - 8.16.4 Minister of Fisheries;
 - 8.16.5 Minister of Maori Affairs; and
 - 8.16.6 any other person agreed by the Minister for the Environment and the chair of the Te Arawa River Iwi Trust.

9 REVIEW

- 9.1 The Crown and Te Arawa River Iwi will arrange for their representatives to meet to discuss this deed.
- 9.2 The purpose of the meetings shall be to review the operations and outcomes of the co-management framework and the other measures under this deed and related legislation and to consider and agree what appropriate action might be taken so that the integrity of this deed is protected.
- 9.3 The matters to be considered as part of the review will include (but not be limited to):
- 9.3.1 the implementation of the vision and strategy;
 - 9.3.2 the effectiveness of the Waikato River Authority;
 - 9.3.3 the results of any review undertaken by the Waikato River Authority under clause 5.12 of this deed;
 - 9.3.4 the effectiveness of joint management agreements entered into under clause 7.3;
 - 9.3.5 the effectiveness of the accords;
 - 9.3.6 the effectiveness of other co-management arrangements provided for in this deed; and
 - 9.3.7 any proposed changes in matters of law or policy relating to or affecting the Waikato River, or the co-management arrangements provided for in this deed.
- 9.4 Participants in the meetings are to be:
- 9.4.1 two individuals nominated by Te Arawa River Iwi;
 - 9.4.2 the Prime Minister (or any Minister nominated by him or her);
 - 9.4.3 the Minister for the Environment (or another Minister nominated by him or her);
 - 9.4.4 the Chairperson of Environment Waikato (or another Councillor nominated by him or her); and
 - 9.4.5 any other participants that Te Arawa River Iwi and the Crown agree should attend a particular meeting.

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- 9.5 Te Arawa River Iwi and the Crown may agree to coordinate their meetings under this part with any other meetings being held by the Crown with other River Iwi under their own deeds.
- 9.6 The first meeting will be held within three years of the effective date on a date to be agreed by the Crown and Te Arawa River Iwi.
- 9.7 Following the first meeting under clause 9.6, further meetings will be held at least once every three years, on dates agreed to by the Crown and Te Arawa River Iwi.
- 9.8 The Crown and Te Arawa River Iwi shall conduct a review of the arrangements for those meetings 15 years after the first meeting to discuss:
- 9.8.1 whether the meetings have been successful in achieving their purpose;
 - 9.8.2 whether changes to the arrangements for meetings should be made to assist with achieving their purpose; and
 - 9.8.3 whether or not there is still a need to hold the meetings.

10 RATIFICATION OF THIS DEED AND IWI REPRESENTATION

THIS DEED HAS BEEN RATIFIED

- 10.1 The Te Arawa River Iwi confirm that at a meeting held on 11 December 2009, the trustees of the Te Arawa River Trust approved this deed and authorised the signatories of the Te Arawa River Iwi to sign on behalf of the Te Arawa River Iwi.
- 10.2 The Crown confirms that it is satisfied with the mandate of the trustees of the Te Arawa River Trust from the Te Arawa River Iwi to sign this deed on behalf of the Te Arawa River Iwi.

REDRESS AGREED TO BY CABINET

- 10.3 The Crown confirms that this deed was agreed to by Cabinet on 30 November 2009.

11 LEGISLATION

INTRODUCTION OF TE ARAWA RIVER IWI CO-MANAGEMENT LEGISLATION

11.1 The Crown must:

11.1.1 propose the Te Arawa River Iwi co-management legislation (including all matters required by this deed to be included in the Te Arawa River Iwi co-management legislation) for introduction on a date that is within three months (and earlier if possible) after the date of this deed;

11.1.2 comply with clause 11.1.1 prior to or contemporaneously with the introduction, after the date of this deed, of any other legislation that includes matters required by parts 5 and 6 of this deed to be included in legislation;

11.1.3 use best endeavours to comply with clause 11.1.1 prior to any other legislation that includes matters required by parts 5 and 6 of this deed to be included in legislation receiving a reading in the House of Representatives if that reading is to be in the same calendar year.

11.2 The Crown may comply with clause 11.1 by including in the Te Arawa River Iwi co-management legislation matters required by deeds entered into between the Crown and other River iwi to be included in legislation that are consistent with the matters required by parts 5, 6 and 7 of this deed to be included in legislation.

TIMING FOR THE CONSIDERATION OF THE TE ARAWA RIVER IWI CO-MANAGEMENT LEGISLATION

11.3 The Crown and the Te Arawa River Iwi acknowledge that:

11.3.1 as at the date of this deed, the Māori Affairs select committee is considering legislation that is also intended to give effect to co-management arrangements for the Waikato River (the **other co-management legislation**);

11.3.2 the Crown has entered into a deed of settlement that requires the other co-management legislation to be amended to give effect to the co-management arrangements that are consistent with the matters required by parts 5 and 6 of this deed; and

11.3.3 it is the view of the Crown and the Te Arawa River Iwi that, as far as is reasonably practicable, the Te Arawa River Iwi co-management legislation and the other co-management legislation should be considered by the select committee contemporaneously.

- 11.4 As soon as reasonably practicable after the signing of this deed, the Minister in whose name the other co-management legislation, the Te Arawa River Iwi co-management legislation or other legislation for River iwi giving effect to co-management over the Waikato River (each and together, the **relevant legislation**) is introduced must inform the select committee of the view of the Crown and the Te Arawa River Iwi that, as far as reasonably practicable, the relevant legislation should be considered contemporaneously.

CONTENT AND COMING INTO FORCE OF THE TE ARAWA RIVER IWI CO-MANAGEMENT LEGISLATION

- 11.5 The Te Arawa River Iwi co-management legislation proposed by the Crown for introduction:
- 11.5.1 must include all of the matters required by this deed to be included in the Te Arawa River Iwi co-management legislation;
 - 11.5.2 must be in a form that:
 - (a) the Te Arawa River Iwi have notified the Crown is satisfactory to them; and
 - (b) is satisfactory to the Crown; and
 - 11.5.3 may include a provision that the Te Arawa River Iwi co-management legislation comes into force on a date to be appointed by the Governor-General by an Order in Council on the advice of the Minister for Treaty of Waitangi Negotiations.
- 11.6 If the Te Arawa River Iwi co-management legislation is enacted prior to any relevant legislation comes into force, the Crown must procure that the Minister of Treaty of Waitangi Negotiations advises the Governor-General to make an Order in Council under clause 11.5.3 so that the date appointed for the Te Arawa River Iwi co-management legislation to come into force is the same date as the date that the relevant legislation comes into force.

TE ARAWA RIVER IWI TO SUPPORT OTHER LEGISLATION

- 11.7 The Crown and the Te Arawa River Iwi:
- 11.7.1 intend that Parts 5 and 6 of this deed will be given legislative effect through the Te Arawa River Iwi co-management legislation; and
 - 11.7.2 acknowledge that Parts 5 and 6 of this deed may also be given effect through other relevant legislation.

11.8 The Te Arawa River Iwi must support the passage through Parliament of:

11.8.1 the Te Arawa River Iwi co-management legislation; and

11.8.2 the relevant legislation, to the extent that the relevant legislation gives effect to this deed; and

11.8.3 to the extent that it gives effect to this deed in conjunction with, but not instead of, the Te Arawa River Iwi co-management legislation:

(a) any other relevant legislation; and

(b) any other legislation required to:

(a) give effect to this deed; and

(b) achieve certainty in respect of the obligations undertaken by a party under this deed.

AMENDMENTS TO THE TE ARAWA RIVER IWI CO-MANAGEMENT LEGISLATION

11.9 the Crown must not propose any amendment to those parts of any relevant legislation that give effect to parts 5 and 6 of this deed unless:

11.9.1 in the case of the Te Arawa River Iwi co-management legislation, the Te Arawa River Iwi have notified the Crown that the proposed amendment is in a form that is satisfactory to them; and

11.9.2 in the case of other relevant legislation, the proposed amendment is consistent with parts 5 and 6 of this deed.

CROWN TO USE BEST ENDEAVOURS

11.10 If the form of the Te Arawa River Iwi co-management legislation proposed in accordance with clause 11.5 is prevented from being introduced, the Crown and the trustees of the Te Arawa River Iwi Trust will use their best endeavours to ensure that the Te Arawa River Iwi co-management legislation can be proposed in a form that will be introduced and that contains all of the provisions that are required by this deed to be included in the Te Arawa River Iwi co-management legislation.

12 CO-MANAGEMENT FUNDING

PRIOR AND INITIAL PAYMENTS

- 12.1 The Crown and Te Arawa River Iwi acknowledge that in accordance with clause 137 of the Agreement in relation to a Co-Management Framework for the Waikato River between the Crown, the Te Arawa River Iwi and Raukawa dated 4 September 2008, the Crown has settled the amount of \$3,000,000 on the trustees of the Te Arawa River Iwi Trust for and on behalf of the Te Arawa River Iwi.
- 12.2 No later than three months after the date of this deed the Crown will settle the amount of \$7,000,000 on the trustees of the Te Arawa River Trust for and on behalf of the Te Arawa River Iwi.

SUBSEQUENT PAYMENTS

- 12.3 On the effective date and on each of the next 19 anniversaries of the effective date the Crown will settle the amount of \$1,000,000 on the trustees of the Te Arawa River Iwi Trust.

REVIEW

- 12.4 The annual amount settled by the Crown pursuant to clause 12.3 will be reviewed by the parties on the earlier of:
- (a) two years after the effective date; and
 - (b) the date of any review undertaken under clause 15.6 of the Waikato-Tainui River deed.
- 12.5 The purpose of the review under clause 12.4 will be to determine whether the annual amount settled by the Crown pursuant to clause 12.3 will be sufficient to allow Te Arawa River Iwi to properly engage in the co-management framework provided for in this deed.

13 ACKNOWLEDGEMENTS ABOUT EFFECT OF THIS DEED

THE DEED DOES NOT AFFECT CERTAIN RIGHTS, ACTIONS OR DECISIONS

13.1 The parties acknowledge that the Crown and the Te Arawa River Iwi have different views regarding relationships with the Waikato River (including “ownership”) and that this deed is not intended to resolve those differences but is primarily concerned with co-management of the Waikato River to restore and protect the health and wellbeing of the Waikato River for present and future generations and to recognise the special relationship of the Te Arawa River Iwi with the Waikato River.

13.2 Notwithstanding clause 13.1, the Crown will not:

13.2.1 establish a regime of tradable rights or tradable permits in water;

13.2.2 establish or confer management or use rights of a nature and/or duration that in effect create rights of property in the waters of the Waikato River; or

13.2.3 develop policy or introduce any legislation which in effect amounts to the privatisation of the waters of the Waikato River,

without first engaging with the Te Arawa River Iwi in good faith and in accordance with the principles of the Te Arawa River Iwi-Crown accord set out in part 8.

13.3 Without derogating from the statement of differences in clause 13.1 as to “ownership” of the Waikato River, it is acknowledged that nothing in this deed affects any rights and interests including any rights that the Te Arawa River Iwi or the Crown may have including any right arising:

13.3.1 according to tikanga or custom law;

13.3.2 from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;

13.3.3 under legislation;

13.3.4 at common law (including in relation to aboriginal title or customary law);

13.3.5 from a fiduciary duty; or

13.3.6 otherwise.

13.4 Except as provided in this deed, nothing in this deed:

13.4.1 is intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fisheries claims; or

13.4.2 affects any action or decision under any legislation and, in particular, under:

- (a) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
- (b) the Fisheries Act 1996;
- (c) the Maori Fisheries Act 2004;
- (d) the Maori Commercial Aquaculture Claims Settlement Act 2004;
- (e) Te Arawa Lakes Settlement Act 2006; and
- (f) the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008.

RIGHTS AND INTERESTS OF OTHER CLAIMANTS

13.5 This deed is not intended to settle, or to have any effect on, any claims other claimants may have relating to the Waikato River or its catchment and nothing in this deed shall preclude the Crown from negotiating with other claimants to resolve their historical Treaty of Waitangi claims in respect of the Waikato River or its catchment.

13.6 The Crown:

13.6.1 acknowledges that other River iwi may have similar or differing views to the Te Arawa River Iwi and those views may be reflected in their respective settlements; and

13.6.2 agrees that it will engage with the trustees of Te Arawa River Iwi Trust before it enters into any other agreements affecting the matters set out in this deed.

13.7 Nothing in this deed or the Te Arawa River Iwi co-management legislation, including in the co-management arrangements arising out of this deed such as the Upper Waikato River integrated management plan or the regulations under part 7, will:

13.7.1 displace or otherwise derogate from:

- (a) the tikanga of the Te Arawa River Iwi or other River iwi; or
- (b) any agreements or arrangements between Te Arawa River Iwi or other River iwi and the Crown, local authorities, statutory authorities or any other person; or

13.7.2 preclude or otherwise limit the ability of the Te Arawa River Iwi or other River iwi to enter into any agreements or arrangements with the Crown, local authorities, statutory authorities or any other person,

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

although the parties acknowledge their commitment to the co-management framework including working collaboratively with each other, other River iwi, local authorities, statutory entities and other persons.

- 13.8 The parties acknowledge that the Crown may enter into deeds in relation to co-management arrangements for the Waikato River with other iwi.
- 13.9 Notwithstanding clause 13.8, the Crown will not enter into any settlement or other agreement:
- 13.9.1 that adversely affects the rights of the Te Arawa River Iwi under this deed; or
 - 13.9.2 is, in respect of co-management aspects, on terms more favourable to any party than those set out in this deed.

14 TAX

STATEMENT OF AGREED TAX PRINCIPLES

14.1 The parties agree that:

14.1.1 the payment of indemnified amounts by the Crown to the persons specified in this deed (**Recipients**) is made as part of the arrangements in this deed and is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) assessable income for income tax purposes; or
- (c) a dutiable gift for gift duty purposes;

14.1.2 neither the **Recipients**, nor any person associated with a Recipient, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment by the Crown of an indemnified amount;

14.1.3 interest paid by the Crown under this deed (other than interest forming part of the definition in this deed of GST and income tax) is income for income tax purposes and the tax treatment of such income will depend on the Recipient's status for income tax purposes and the receipt or payment of that interest is not subject to indemnification for tax by the Crown under this deed; and

14.1.4 any indemnity payment by the Crown to a Recipient whether in a lump sum or by periodic payment and whether or not subsequently increased after review is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) assessable income for income tax purposes; or
- (c) any dutiable gift for gift duty purposes.

ACKNOWLEDGEMENTS

14.2 To avoid doubt, the parties acknowledge:

14.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in clause 14.1 and this clause 14.2:

- (a) apply only to the receipt by the **Recipients** of indemnified amounts and indemnity payments; and

- (b) do not apply to a subsequent dealing, distribution, payment, use, or application by a Recipient, or any other person, with or of an indemnified amount or an indemnity payment; and

14.2.2 each obligation to be performed by the Crown in favour of the Recipients under this deed is performed without charge to, or consideration to be provided by, the Recipients or any other person.

ACT CONSISTENT WITH TAX PRINCIPLES

14.3 None of the Te Arawa River Iwi, the Recipients, a person associated with a Recipient or the Crown will act in a matter that is inconsistent with the principles or acknowledgements set out in clauses 14.1 and 14.2.

MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES

14.4 Nothing in part 14 is intended to suggest or imply that:

14.4.1 the payment, credit, or transfer of an indemnified amount, or an indemnity payment, by the Crown to the Recipients is chargeable with GST; or

14.4.2 if a Recipient is a charitable trust or other charitable Recipient the payments, properties, interests, rights, or assets the Recipient receives or derives from the Crown under this deed, the Te Arawa River Iwi co-management legislation are received or derived other than exclusively for charitable purposes; or

14.4.3 the Recipient derives or receives amounts other than as exempt income for income tax purposes; or

14.4.4 gift duty is imposed on any payment to, or transaction with, the Recipients under this deed or the Te Arawa River Iwi co-management legislation.

INDEMNITY FOR GST

14.5 If and to the extent that:

14.5.1 the payment of an indemnified amount; or

14.5.2 an indemnity payment,

by the Crown to the Recipients is chargeable with GST, the Crown must, in addition to the payment, credit, or transfer of the amount or the indemnity payment, pay the Recipients the amount of GST payable in respect of the amount or the indemnity payment.

INDEMNIFICATION

14.6 If and to the extent that:

14.6.1 the payment of an indemnified amount; or

14.6.2 an indemnity payment,

by the Crown to the Recipients is chargeable with GST, and the Crown does not pay the Recipients an additional amount equal to that GST at the time the amount is paid, credited, or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the Recipients for that GST within 10 business days of that demand.

INDEMNITY FOR INCOME TAX

14.7 The Crown agrees to indemnify the Recipients against any income tax that the Recipients are liable to pay if and to the extent that receipt of:

14.7.1 the transfer of an indemnified amount; or

14.7.2 an indemnity payment,

from the Crown is treated as, or as giving rise to, assessable income of the Recipients for income tax purposes and the Crown will, on demand in writing, make the indemnity payment within 10 business days of that demand.

INDEMNITY FOR GIFT DUTY

14.8 The Crown agrees to pay, and to indemnify the Recipients against any liability that the Recipients have in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of the payment by the Crown to the Recipients of an indemnified amount.

DEMANDS FOR INDEMNIFICATION

14.9 Each of:

14.9.1 the indemnified parties; and

14.9.2 the Crown,

shall give notice to the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which an indemnified party is or may be entitled to be indemnified by the Crown for or in respect of tax under this part.

HOW DEMANDS ARE MADE

14.10 Demands for indemnification for tax by an indemnified party in accordance with this part shall be made by the indemnified party in accordance with the provisions of clause 14.11 and may be made at any time, and from time to time, after the effective date.

WHEN DEMANDS ARE TO BE MADE

14.11 Except:

14.11.1 with the written agreement of the Crown; or

14.11.2 if this deed provides otherwise,

no demand for payment by way of indemnification for tax under this part may be made by an indemnified party more than 20 business days before the due date for payment by the indemnified party of the applicable tax (whether such date is specified in an assessment, is a date for the payment of provisional tax, or otherwise).

EVIDENCE TO ACCOMPANY DEMAND

14.12 Without limiting clause 14.10, a demand for indemnification by an indemnified party under this part must be accompanied by:

14.12.1 appropriate evidence (which may be notice of proposed adjustment, assessment, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that the indemnified party claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this deed; and

14.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

REPAYMENT OF AMOUNT ON ACCOUNT OF TAX

14.13 If payment is made by the Crown on account of tax to an indemnified party or the Commissioner of Inland Revenue (for the account of an indemnified party) and it is determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that an indemnified party:

14.13.1 has retained the payment (which, to avoid doubt, includes a situation where the indemnified party has not transferred the payment to the Inland Revenue Department but has instead paid, applied, or transferred the whole or any part of the payment to any other person or persons); or

14.13.2 has been refunded the amount of the payment by the Inland Revenue Department; or

14.13.3 has had the amount of the payment credited or applied to its account with the Inland Revenue Department,

the indemnified party shall repay the applicable amount to the Crown free of any set-off or counterclaim by the indemnified party.

PAYMENT OF AMOUNT ON ACCOUNT OF TAX

- 14.14 The indemnified parties shall pay to the Inland Revenue Department any payment made by the Crown to the indemnified parties on account of tax, on the later of:
- 14.14.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable tax legislation; or
 - 14.14.2 the next business day following receipt by the indemnified parties of that payment from the Crown.

PAYMENT OF COSTS

- 14.15 The Crown will indemnify the indemnified parties against any reasonable costs incurred by the indemnified parties or for actions undertaken by the Recipients at the Crown's direction, in connection with:
- 14.15.1 any demand for indemnification of the indemnified parties under or for the purposes of this part; and
 - 14.15.2 any steps or actions taken by the indemnified parties in accordance with the Crown's requirements under clause 14.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

- 14.16 Where any liability arises to the Crown under this part, the following provisions also apply:
- 14.16.1 if the Crown so requires and gives an indemnified party notice of that requirement, the Crown may, instead of payment of the requisite amount on account of tax, pay that amount to the Commissioner of Inland Revenue (such payment to be effected on behalf, and for the account, of the indemnified party); and
 - 14.16.2 subject to an indemnified party being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense, or liability, or any tax which it may suffer, incur, or be liable to pay, the Crown may, by notice to the indemnified party, require the indemnified party to:
 - (a) take into account any right permitted by any relevant law to defer the payment of any tax; and/or
 - (b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment, or assessment for tax, where expert legal tax advice indicates that it is reasonable to do so; and
 - 14.16.3 the Crown reserves the right to:
 - (a) nominate and instruct counsel on behalf of the indemnified parties whenever it exercises its rights under clause 14.16.2; and

- (b) recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

- 14.17 If the Crown requires, the indemnified parties will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the indemnified parties and/or any other person) of an application for a non-binding (if available) or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, credit, or transfer of indemnified amounts or other amounts.

DEFINITIONS AND INTERPRETATION

- 14.18 In the interpretation of this part 14, a reference to the **payment** or **receipt** of an amount (or any equivalent wording) includes a reference to the payment or receipt of any part (or the applicable part) of the amount.

TE ARAWA RIVER IWI RESPONSIBILITY

- 14.19 If this part 14 imposes an obligation on an indemnified party, the Te Arawa River Iwi shall take all reasonable and practicable steps available to them to procure the performance by the indemnified party of that obligation.

15 CONDITIONS AND TERMINATION

THIS DEED IS CONDITIONAL

15.1 This deed is conditional on the Te Arawa River Iwi co-management legislation:

15.1.1 being introduced in accordance with clauses 11.1 and 11.5; and

15.1.2 coming into force.

DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

15.2 This deed, until it becomes unconditional:

15.2.1 is entered into on a “without prejudice” basis; and

15.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, any Court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the interpretation and/or enforcement of this deed).

SOME PROVISIONS NOT CONDITIONAL

15.3 Clauses 6.16, 6.18 to 6.21, 7.8, 8.4 to 8.8, part 11 and 12.1 and 12.2 of this deed are (despite clause 15.1) binding from the date of this deed.

TERMINATION OF THIS DEED

15.4 This deed may be terminated, by notice to the other parties:

15.4.1 by the Te Arawa River Iwi, if clause 15.1.1 is not satisfied within six months after the date of this deed; or

15.4.2 by any party, if clause 15.1.2 is not satisfied within 24 months of the date of this deed.

EFFECT OF NOTICE OF TERMINATION

15.5 If this deed is terminated:

15.5.1 this deed will be at an end; and

15.5.2 no party will have any rights or obligations under this deed,

except that the rights and obligations of the parties under clause 15.3 shall continue.

16 MISCELLANEOUS

NOTICES

16.1 The provisions of this clause apply to notices under this deed:

16.1.1 the party giving a notice must sign it;

16.1.2 a notice to a party must be in writing addressed to that party at that party's address or facsimile number;

16.1.3 until any other address or facsimile number of a party is given by notice to the other parties, they are as follows:

CROWN:

C/- The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Facsimile No: 04 473 3482

TE ARAWA RIVER IWI AND THE
TRUSTEES OF THE TE ARAWA
RIVER TRUST:

Trustees of Te Arawa River Trust
1 Peace Street
(PO Box 6084)
ROTORUA

Facsimile No: 07 347 4654

16.1.4 delivery of a notice may be made:

(a) by hand;

(b) by post with pre-paid postage; or

(c) by facsimile;

16.1.5 a notice delivered:

(a) by hand will be treated as having been received at the time of delivery;

(b) by pre-paid post will be treated as having been received on the second day after posting; or

(c) by facsimile will be treated as having been received on the day of transmission; and

16.1.6 if a notice is treated as having been received on a day that is not a business day, or after 5pm on a business day, that notice will (despite clause 18.1.5) be treated as having been received the next business day.

AMENDMENT

- 16.2 This deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Te Arawa River Iwi and the Crown.

ENTIRE AGREEMENT

- 16.3 This deed:
- 16.3.1 constitutes the entire agreement between the parties in relation to the matters referred to in this deed; and
 - 16.3.2 subject to clause 1.5.6, supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the Te Arawa River Iwi, any representative entity and the Crown relating to those matters.

NO WAIVER

- 16.4 A failure, delay or indulgence by any party in exercising a power or right under or arising from this deed shall not operate as a waiver of that power or right.
- 16.5 A single, or partial, exercise of a power or right under or arising from this deed shall not preclude further exercises of that power or right or the exercise of another power or right.

NO ASSIGNMENT

- 16.6 Except as expressly provided in this deed or a document entered into under this deed, no party may transfer or assign any rights or obligations under or arising from this deed.

17 DEFINITIONS AND INTERPRETATION

DEFINITIONS

17.1 In this deed, unless the context requires otherwise:

accords means the accords to be developed pursuant to part 8 of this deed;

appointer means in respect of a member of the Waikato River Authority, the Minister or iwi authority with power to appoint a person under part 3 of the schedule;

business day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Auckland;

catchment means, in relation to the Upper Waikato River the area marked "B" on the SO plan;

CNI settlement deed means the deed of settlement dated 25 June 2008 entered into between the Crown, the Affiliate Te Arawa Iwi/Hapu, Raukawa and other iwi and hapu with interests in the Central North Island Crown forest licensed land;

conservation component has the meaning given to it in clause 7.5.3(a);

conservation legislation means the Conservation Act 1987 and the other Acts listed in the first schedule to that Act;

Crown has the meaning given to it in section 2(1) of the Public Finance Act 1989;

date of this deed means the date this deed is signed by the parties;

Director-General means the Director-General of Conservation;

effective date means the date which is 20 business days after the date this deed becomes unconditional;

fisheries component has the meaning given to it in clause 7.5.3(b);

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

gift duty means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, gift duty;

GST means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, goods and services tax;

Guardians establishment committee means the committee described in clause 5.1;

income has the meaning given to that term in section YA 1 of the Income Tax Act 2007;

income tax means income tax imposed under the Income Tax Act 2007 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, income tax;

indemnified amount means any and all of the money payable under part 12 of this deed and any amount provided as additional funds under clause 6.23.2;

indemnified party means a party entitled to be indemnified by the Crown under part 14;

indemnity payment means any indemnity payment made by the Crown under or for the purposes of part 14, and **indemnify**, **indemnification** and **indemnity** have a corresponding meaning;

local authority has the meaning given to it in section 2(1) of the Resource Management Act 1991;

Ministers means Ministers of the Crown;

notice means a notice in writing given under clause 16.1; and **notify** has a corresponding meaning;

other component has the meaning given to it in clause 7.5.3(d);

parties means the Te Arawa River Iwi, the trustees of the Te Arawa River Trust and the Crown;

payment includes the credit, transfer or making available of cash amounts as well as to the transfer of non cash amounts;

Raukawa means:

- (a) the iwi of Raukawa, being the collective group composed of all those people who descend from Raukawa and affiliate to a Raukawa marae in the Waikato area;
- (b) means every individual referred to in paragraph (a); and

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

- (c) includes any iwi, hapu, whanau, or group of individuals to the extent that that iwi, hapu, whanau, or group of individuals is composed of individuals referred to in paragraph (a);

Recipients or Recipient has the meaning given to it in clause 14.1.1 for the purposes of part 16;

regional council component has the meaning given to it in clause 7.5.3(c);

representative entity means the trustees of the Te Arawa River Trust;

Resource Management Act planning document means:

- (a) a regional policy statement;
- (b) a regional plan;
- (c) a district plan; and
- (d) includes a proposed policy statement or plan,

as those terms are defined in the **Resource Management Act 1991**;

River iwi means the iwi who have interests in the Waikato River;

schedule means the schedule to this deed;

SO plan means the plans set out in part 7 of the schedule;

Te Arawa River Iwi means the relevant Affiliate Te Arawa Iwi/Hapu under the TPT settlement deed, being Ngati Tahu-Ngati Whaoa, Ngati Kearoa Ngati Tuara and Tuhourangi Ngati Wahiao as those terms are defined in the TPT settlement deed;

Te Arawa River Iwi co-management legislation means the bill referred to in clause 11.1 and, where the bill has become law, means, if the context requires, the Act resulting from the passing of that bill;

Te Arawa River Iwi objectives means the objectives referred to in clause 4.3; and includes any amendments to those objectives that become effective under clause 4.9;

Te Pumautanga Trustees means the trustees of Te Pumautanga o Te Arawa Trust and includes the trustees appointed from time to time under the deed of trust establishing Te Pumautanga o Te Arawa Trust in their capacity as trustees;

TPT legislation means the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008;

TPT settlement deed means the deed of settlement entered into between the Crown, the Affiliate Te Arawa Iwi/Hapu and Te Pumautanga Trustees dated 11 June 2008;

transfer for the purposes of part 14 includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available;

Upper Waikato River means the Waikato River, being the part of that river shown within the area marked "B" on the SO plan;

Upper Waikato River integrated management plan means the plan to be prepared and approved under clause 7.5;

vision and strategy means the vision and strategy as set out in part 1 of the schedule; and includes an amendment to the vision and strategy that becomes effective under clause 5.4.3;

Waikato River Clean-up Trust means the trust established under clause 6.13;

Waikato River Authority means the statutory body created under part 6;

Waikato-Tainui has the meaning given to it in the Waikato-Tainui River deed; and

Waikato-Tainui River deed means the deed of settlement entered into between the Crown and Waikato-Tainui dated 17 December 2009.

INTERPRETATION

17.2 This deed shall be interpreted in a manner that best furthers the overarching purpose of this deed.

17.3 In the interpretation of this deed, unless the context otherwise requires:

17.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this deed;

17.3.2 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

17.3.3 the singular includes the plural and vice versa;

17.3.4 words importing one gender include the other genders;

17.3.5 a reference to a part, clause, schedule or attachment is to a part, clause, schedule or attachment of or to this deed;

17.3.6 a reference in a schedule to a clause or paragraph means a clause or paragraph in that schedule;

17.3.7 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted;

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

- 17.3.8 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors;
- 17.3.9 an agreement on the part of two or more persons binds each of them jointly and severally;
- 17.3.10 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- 17.3.11 a reference to a monetary amount is to New Zealand currency;
- 17.3.12 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 17.3.13 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 17.3.14 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction any legislation, except where this deed requires the Crown to introduce legislation;
- 17.3.15 where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 17.3.16 in the event of a conflict between a provision in the main body of this deed (namely, any part of this deed except the schedule) and the schedule, then the provision in the main body of this deed prevails;
- 17.3.17 a reference to any document as set out in, or on the terms and conditions contained in, a schedule includes that document with such amendments as may be agreed in writing between the Te Arawa River Iwi and the Crown;
- 17.3.18 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between the Te Arawa River Iwi and the Crown;
- 17.3.19 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day;
- 17.3.20 a reference to time is to New Zealand time;
- 17.3.21 a reference to the Te Arawa River Iwi co-management legislation including a provision set out in this deed includes that provision with any amendment:
- (a) that is agreed in writing between the Te Arawa River Iwi and the Crown; or

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

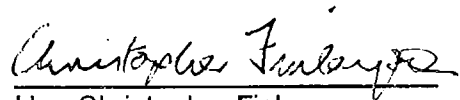
(b) that results in a provision that is similar to that provided in this deed and does not have a material adverse effect on either of the parties; and

17.3.22 a reference to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter.


DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

SIGNED as a deed on ^{9 March 2010}~~17 December 2009~~

SIGNED for and on behalf of
THE SOVEREIGN
in right of New Zealand by the Minister
of Treaty of Waitangi Negotiations
in the presence of:

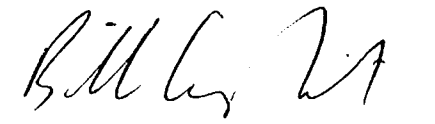

Hon Christopher Finlayson

WITNESS



Name: TANIA OTT

SIGNED for and on behalf of
THE SOVEREIGN
in right of New Zealand by the
Minister of Finance only in relation to
the indemnities given in part 14
of this deed in the presence of:



Hon Simon William English

WITNESS



Name: CAROLYN PALMER

G P Mc Kadden Auloma / Teu pa Federated Tamun

~~Wane~~ Root Tuhurangi Ngati Wahua

Puti Puti Tapiri Toniki Tuhurangi / Ngati Wahua

MARGARET WAKKA Tuhurangi Ngati Wahua

FUMIA TEREWA HAIA EGEN HEREMI KARAISON " " " |

Amozeta Ngahua Hata Gray (Tuhurangi) V

Ngarangimihia Moke Tuhurangi

Merepapa Papa Tuhurangi

~~Adelina~~ Ngati Rahurahu

~~Adelina~~ NH Te Hiko

Mahurangi Te Hiko Ngati Rahurahu

~~Adelina~~ Ngati Rahurahu

Mora Hune Ngati Rahurahu

Wikeepa Pakera Ngati Rahurahu

~~Adelina~~ Ngati Rahurahu

Martha Moke Ngati Tahu Ngati Whaoa

RIRI ELLIS ~~Adelina~~ Ngati Tahu

Winevere Te Hiko Ngati Raukawa

Adele Bursdell Ngati Tahu Ngati Whaoa

KAREYN PIKIA Ngati Tahu Ngati Whaoa

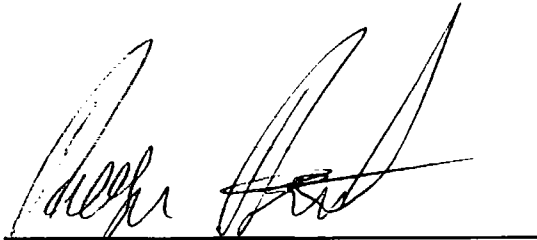
Josephina Moke - Tuhurangi Ngati Whaoa

Le Toko Ratu Ngati Kea / Ngati Tuara

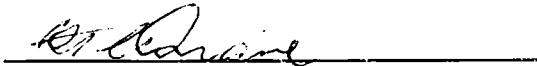
RICHARD PIKIA NGATI TAHU NGATI WHAOA

DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

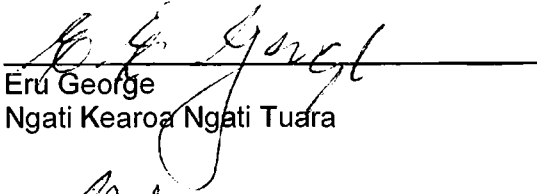
SIGNED for and on behalf of the
**TE ARAWA RIVER IWI AND THE TRUSTEES OF
THE TE ARAWA RIVER TRUST**
by the following trustees of
the Te Arawa River Trust



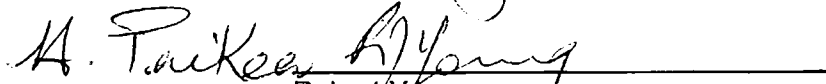
Roger Pikia
Ngati Tahu – Ngati Whaoa



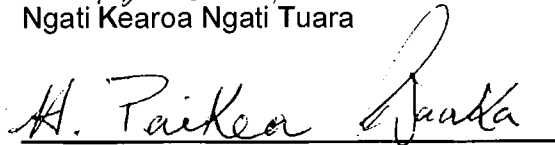
Rawiri Te Whare
Ngati Tahu – Ngati Whaoa



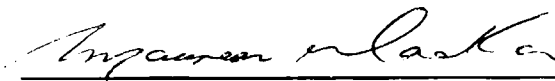
Eru George
Ngati Kearoa Ngati Tuara



Robert Young
Ngati Kearoa Ngati Tuara



John Waaka
Tuhourangi Ngati Wahiao



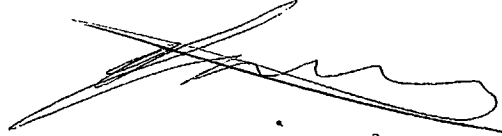
Maureen Waaka
Tuhourangi Ngati Wahiao

WITNESS



Branco CARON.

B.R. Pussan I. . G. Soe Soe
Anana Rangitanea T.P. McNamee,
W.K. Tak Marika
H. Honepa Jorion



Lesley Te Aonui - Matthews

ALLEN VIVIAN - MATTHEWS

Esther Tyer - Fraser

MARZEA MITA - Whiu.

MAMAE NUKU Whiu -

Kahurangi Lettiko

Te Awaatkatuku Easa Layton.

Katavana Hodge.

Whi Kone Wana (Noo Hapi)

Jerry Tahere

Mirata Lettiko

Mickela Uatuku

Selma Uahuka Ngati Rakau

Sad W. Ngati Tahu Ngati Whaoa

Rewi Hori KINITA Ngati Tahu - Whaoa

Tuihana Kingita Paora King Ngati Tahu.

Tarati Kingita. Baker/Whaoa. Kearney/nahua

T.H. (Dan) Fraser

" " " "