

NGĀTI WHARE
and
THE SOVEREIGN
In right of New Zealand

**SUPPLEMENTARY DEED OF SETTLEMENT IN RELATION
TO RANGITAIKI RIVER**

SUPPLEMENTARY DEED

THIS DEED is made

BETWEEN

NGĀTI WHARE

AND

TE RŪNANGA O NGĀTI WHARE

AND

THE SOVEREIGN in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations.

1 BACKGROUND

- 1.1 The parties signed a Deed of Settlement of Historical Claims on 12 December 2009 ("**Deed of Settlement**").
- 1.2 The Deed of Settlement included, in clauses 5.46 and 5.52, various items of redress in relation to rivers within the Ngāti Whare area of interest including the Rangitaiki River.
- 1.3 The parties further agreed, in clauses 5.47 to 5.51 of the Deed of Settlement, to continue good faith discussions in relation to a framework that provides for the effective participation of Ngāti Whare in the management of the Rangitaiki River ("**Rangitaiki River Framework**").
- 1.4 Since the signing of the Deed of Settlement, the parties have undertaken good faith negotiations and have reached agreements in relation to redress in the form of the Rangitaiki River Framework as set out in this Deed.
- 1.5 This Supplementary Deed is supplementary to, and is to be read in conjunction with, the Deed of Settlement.

2 CONTEXT OF THE RANGITAIKI RIVER FRAMEWORK

- 2.1 The Waitangi Tribunal in its Te Ika Whenua Rivers Report 1998 (Wai 212) found, among other things, that:
 - 2.1.1 the rivers within Ngāti Whare's rohe are tupuna awa and living taonga of Ngāti Whare;
 - 2.1.2 Ngāti Whare as at 1840 exercised tino rangatiratanga over the reaches of the rivers within its rohe so as to protect the resources of the rivers for its sustenance and benefit;
 - 2.1.3 Ngāti Whare did not knowingly or voluntarily relinquish tino rangatiratanga over the rivers within its rohe;
 - 2.1.4 subject to the requirements of tikanga, Ngāti Whare was not restricted in its rights to use the rivers within its rohe, which were in the nature of proprietary rights or interests;
 - 2.1.5 Ngāti Whare was entitled to the full protection of such rights by the Crown under Article Two of the Treaty of Waitangi for as long as Ngāti Whare wished to retain them; and
 - 2.1.6 the Crown, in breach of the Treaty principles of active protection and partnership, failed to recognise and protect Ngāti Whare's rights in respect of the rivers within its rohe in accordance with Article Two of the Treaty of Waitangi.

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

- 2.2 The Crown and Ngāti Whare acknowledge that:
- 2.2.1 Ngāti Whare view the Rangitaiki River as an indivisible and holistic whole that flows from its headwaters to its mouth and includes its waters, banks and beds and its tributary rivers, streams, waterways, lakes, flood plains, wetlands, islands, springs, water column, airspace and subsoil as well as its fisheries, flora, fauna and other resources and its metaphysical being;
 - 2.2.2 the Crown and Ngāti Whare have different concepts and views regarding relationships with the Rangitaiki River including issues regarding “ownership”;
 - 2.2.3 the arrangements in this Supplementary Deed are not intended to address or resolve those differences, but are concerned with the effective participation of Ngāti Whare in the management of the Rangitaiki River and the protection and enhancement of the health and wellbeing of the Rangitaiki River for present and future generations; and
 - 2.2.4 nothing in this Supplementary Deed or the settlement legislation extinguishes or limits any aboriginal title or customary right that Ngāti Whare may have in relation to the Rangitaiki River.
- 2.3 In acknowledgement of the significance of the Rangitaiki River to Ngāti Whare, the Crown has agreed to provide for the Rangitaiki River Framework set out in this Supplementary Deed.
- 2.4 The overarching purpose of the Rangitaiki River Framework is to protect and enhance the environmental, cultural and spiritual health and wellbeing of the Rangitaiki River and its resources for the benefit of present and future generations.
- 2.5 The Crown and Ngāti Whare share a commitment:
- 2.5.1 to enhance the relationship between the Crown and Ngāti Whare and the relationship between Ngāti Whare and the Rangitaiki River;
 - 2.5.2 to protect and enhance the health and wellbeing of the Rangitaiki River for present and future generations;
 - 2.5.3 to establish a framework that provides for the effective participation of Ngāti Whare in the management of the Rangitaiki River; and
 - 2.5.4 to protect the integrity of the Rangitaiki River Framework set out in this Supplementary Deed.
- 2.6 The Crown acknowledges:
- 2.6.1 the vision and leadership of Ngāti Whare in promoting the health and wellbeing of the Rangitaiki River as the overarching purpose of the arrangements contained in this Supplementary Deed;

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

- 2.6.2 the generosity and forbearance of Ngāti Whare, having regard to the findings and recommendations of the Waitangi Tribunal in its Te Ika Whenua Rivers Report, in agreeing to the redress in the form of the Rangitaiki River Framework as set out in this Supplementary Deed; and
 - 2.6.3 the importance of ensuring that the Rangitaiki River Framework established in this Supplementary Deed provides an enduring and effective management framework for the Rangitaiki River for present and future generations.
- 2.7 The settlement legislation will provide for the Crown's acknowledgement of:
- 2.7.1 the historical and enduring relationship between Ngāti Whare and the Rangitaiki River;
 - 2.7.2 the importance of the health and wellbeing of the Rangitaiki River to Ngāti Whare; and
 - 2.7.3 the commitment of Ngāti Whare to:
 - (a) protecting and enhancing the health and wellbeing of the Rangitaiki River; and
 - (b) restoring and protecting its relationship with the Rangitaiki River in accordance with Ngāti Whare tikanga.

3 RANGITAIKI RIVER FRAMEWORK

- 3.1 The Rangitaiki River Framework includes the following components and related matters as set out in this Supplementary Deed:
- 3.1.1 the Rangitaiki River Forum;
 - 3.1.2 the Rangitaiki River Document;
 - 3.1.3 statutory recognition of the habitat of tuna in the Rangitaiki River; and
 - 3.1.4 joint management agreements.
- 3.2 The settlement legislation will provide for the matters set out in the following clauses of this Supplementary Deed:
- 3.2.1 clause 2.7;
 - 3.2.2 clauses 4.1 to 4.39;
 - 3.2.3 clauses 4.46 to 4.48; and
 - 3.2.4 clauses 5 to 8.

4 THE RANGITAIKI RIVER FORUM

Establishment and purpose of Forum

- 4.1 The settlement legislation will establish a statutory body called the Rangitaiki River Forum ("**Forum**").
- 4.2 The purpose of the Forum is the protection and enhancement of the environmental, cultural and spiritual health and wellbeing of the Rangitaiki River and its resources for the benefit of present and future generations.
- 4.3 Despite the composition of the Forum as described in clause 4.11, the Forum is a joint committee of the Bay of Plenty Regional Council and the Whakatane District Council within the meaning of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.
- 4.4 Despite Schedule 7 of the Local Government Act 2002, the Forum:
- 4.4.1 is a permanent committee; and
 - 4.4.2 must not be discharged unless all appointers agree to the Forum being discharged.
- 4.5 The members of the Forum must act in a manner so as to achieve the purpose of the Forum.

Functions of Forum

- 4.6 The principal function of the Forum is to achieve its purpose.
- 4.7 The other functions of the Forum are to:
- 4.7.1 prepare and approve the Rangitaiki River Document in accordance with clause 5;
 - 4.7.2 promote the integrated and co-ordinated management of the Rangitaiki River;
 - 4.7.3 engage with and provide advice to:
 - (a) local authorities on statutory and non-statutory processes that affect the Rangitaiki River, including under the Resource Management Act 1991; and
 - (b) Crown agencies that exercise functions in relation to the Rangitaiki River;
 - 4.7.4 monitor the extent to which the purpose of the Rangitaiki River Forum is being achieved including the implementation and effectiveness of the Rangitaiki River Document;

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

- 4.7.5 gather information, disseminate information, hold meetings; and
- 4.7.6 take any other action that is related to achieving the purpose of the Forum.
- 4.8 To avoid doubt, except as provided for in clause 4.7.1, the Forum has discretion to determine in any particular circumstances:
 - 4.8.1 whether to exercise any function identified in clause 4.7; and
 - 4.8.2 how, and to what extent, any function identified in clause 4.7 is exercised.

Capacity

- 4.9 The Forum has full capacity to carry out its functions.

Procedures of the Forum

- 4.10 The provisions of the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 and Local Government (Members' Interests) Act 1968 apply to the Forum:
 - 4.10.1 to the extent relevant to purpose and functions of the Forum; and
 - 4.10.2 except as otherwise provided for in this clause 4.

Members of Forum

- 4.11 As at the settlement date, the Forum will consist of 8 members as follows:
 - 4.11.1 one member appointed by Te Rūnanga o Ngāti Whare;
 - 4.11.2 one member appointed by Te Rūnanga o Ngāti Manawa;
 - 4.11.3 one member appointed by Te Rūnanga o Ngāti Awa;
 - 4.11.4 one member appointed by Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust;
 - 4.11.5 three members appointed by the Bay of Plenty Regional Council (such members to be a current chairperson or councillor of that council); and
 - 4.11.6 one member appointed by the Whakatane District Council (such member to be a current Mayor or councillor of that council)

(each organisation being an "**appointer**").
- 4.12 In appointing members to the Forum, appointers:
 - 4.12.1 must be satisfied that the person has the skills, knowledge, or experience to:

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

- (a) participate effectively in the Forum;
- (b) contribute to the achievement of the purpose of the Forum; and

4.12.2 must have regard to any members already appointed to the Forum to ensure that the membership reflects a balanced mix of knowledge and experience in relation to the Rangitaiki River.

- 4.13 A member may be discharged by that member's appointer.
- 4.14 A member appointed by an iwi may resign by giving written notice to that person's appointer.
- 4.15 Where there is a vacancy on the Forum, the relevant appointer will fill that vacancy as soon as is reasonably practicable.
- 4.16 Clause 31(1) of Schedule 7 of the Local Government Act 2002 applies only to the appointment and discharge of the members appointed by the local authorities.
- 4.17 Clauses 30(2), (3), (5), (7) and 31(2) to 31(6) of Schedule 7 of the Local Government Act 2002 do not apply to the Forum.
- 4.18 To avoid doubt, members of the Forum who are appointed by iwi are not, by virtue of that membership, members of a local authority.

Chair and Deputy Chair

- 4.19 The Forum must appoint a Chair at its first meeting.
- 4.20 The Chair's appointment is for a term of three years, unless the Chair resigns or is removed by the Forum during that term.
- 4.21 The Chair of the Forum may be reappointed or removed by the Forum.
- 4.22 The Forum may appoint a Deputy Chair, and if so, that appointment is subject to the same conditions as set out in clauses 4.19 to 4.21.
- 4.23 The Forum may appoint subcommittees that the Forum considers appropriate, and clause 30(4) of Schedule 7 of the Local Government Act 2002 applies except that a reference to a "committee" in that clause is to be read as a reference to the Forum.
- 4.24 Clauses 26(3) and (4) of Schedule 7 of the Local Government Act 2002 do not apply to the Forum.

Standing Orders

- 4.25 The Forum will at its first meeting adopt a set of standing orders for the operation of the Forum.

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

- 4.26 The standing orders of the Forum must not contravene this Act, the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 or any other Act.
- 4.27 A member of the Forum must comply with the standing orders of the Forum.
- 4.28 Clause 27 of Schedule 7 of the Local Government Act 2002 does not apply to the Forum.

Meetings of the Forum

- 4.29 Clauses 19, 20 and 22 of Schedule 7 of the Local Government Act 2002 apply to the Forum subject to:
- 4.29.1 all references to "local authority" being references to the Forum; and
- 4.29.2 the reference in clause 19(5) to the chief executive being a reference to the Chair of the Forum.
- 4.30 The quorum for a meeting of the Forum is:
- 4.30.1 three members appointed by the iwi appointers; and
- 4.30.2 three members appointed by the local authority appointers.
- 4.31 Clauses 23(3)(b) and 30(9)(b) of Schedule 7 of the Local Government Act 2002 do not apply to the Forum.

Decision Making

- 4.32 The decisions of the Forum must be made by vote at a meeting.
- 4.33 A decision of the Forum may only be made by a 75% majority of those members present at a meeting of the Forum.
- 4.34 The Chair of the Forum may vote on any matter but does not have a casting vote.
- 4.35 Clause 24 of Schedule 7 of the Local Government Act 2002 does not apply to the Forum.
- 4.36 The members of the Forum must approach decision making in a manner that:
- 4.36.1 is consistent with, and reflects, the purpose of the Forum; and
- 4.36.2 acknowledges as appropriate the interests of iwi in particular parts of the Rangitaiki River and its catchment.

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

Conflict of Interest

4.37 A member of the Forum is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter:

4.37.1 merely because the member is a member of an iwi or hapu; or

4.37.2 merely because the economic, social, cultural, and spiritual values of any iwi or hapu and their relationships with the Forum are advanced by or reflected in:

(a) the subject matter under consideration;

(b) any decision by or recommendation of the Forum; or

(c) participation in the matter by the member.

Application of other statutory provisions

4.38 Despite clause 19(2) of Schedule 7 of the Local Government Act 2002, the members of the Forum appointed by iwi:

4.38.1 have the right to attend any meeting of the Forum; but

4.38.2 do not have the right to attend meetings of the local authorities by reason merely of their membership of the Forum.

Forum to be open and inclusive

4.39 The Forum will operate in an open manner which is inclusive of those iwi with interests in the Rangitaiki River that are not represented on the Forum.

River Funding

4.40 The Crown will pay to Te Rūnanga o Ngāti Whare the sum of \$250,000 within 10 business days of the execution of this Supplementary Deed.

4.41 Ngāti Whare covenants that the funding referred to in clause 4.40 will be held jointly by Te Rūnanga o Ngāti Whare and Te Rūnanga o Ngāti Manawa and applied for purposes jointly agreed by those entities which relate to advancing:

4.41.1 the protection and enhancement of the environmental, cultural and spiritual health and wellbeing of the Rangitaiki River; and

4.41.2 the relationship between Ngāti Whare and the Rangitaiki River.

4.42 The payments made by the Crown to Te Rūnanga o Ngāti Whare under clause 4.40 will be subject to the provisions contained in Part 8 (Tax) of the Deed of Settlement (and for that purpose such payments shall be treated as being "the payment of redress by the Crown to Te Rūnanga o Ngāti Whare" as that phrase is used in that Part).

Review of Funding

- 4.43 Cabinet has invited the Minister for Treaty of Waitangi Negotiations and the Minister of Local Government to report to the Economic Growth and Infrastructure Cabinet Committee on the question of who should pay the costs of Treaty settlements for local government and iwi.
- 4.44 If, in view of the process identified in clause 4.43, Cabinet makes a decision in relation to the funding of similar arrangements in future Treaty settlements, the parties will undertake a review of the funding for the Rangitaiki River Framework including the funding of iwi participation in the Forum.
- 4.45 The review identified in clause 4.44 will take place:
- 4.45.1 24 months after the signing of the latter of the Ngāti Whare and Ngāti Manawa Supplementary Deeds; or
- 4.45.2 earlier, if mutually agreed by the Crown, Ngāti Whare and Ngāti Manawa.

Administrative and Technical Support of Forum

- 4.46 The Bay of Plenty Regional Council will be responsible for the administrative support of the Forum.
- 4.47 The administrative support referred to in clause 4.46 includes the provision of those services required for the Forum to carry out its functions, including under the settlement legislation, the Local Government Act 2002, or any other Act that applies to the conduct of the Forum.
- 4.48 The Bay of Plenty Regional Council will provide technical support to the Forum from existing work programmes, and will endeavour to accommodate un-budgeted resource requests from the Forum where possible.

5 THE RANGITAIKI RIVER DOCUMENT

Preparation and approval of the Rangitaiki River Document

- 5.1 The Forum will prepare and approve the Rangitaiki River Document in accordance with the process set out in clause 6.
- 5.2 The Forum will:
- 5.2.1 commence the preparation of the Rangitaiki River Document no later than 2 months after the settlement date; and
- 5.2.2 approve the Rangitaiki River Document no later than 12 months after the settlement date.
- 5.3 The Forum may decide to alter any of the timeframes set out in clause 5.2.

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

- 5.4 In preparing the Rangitaiki River Document, the Forum will:
- 5.4.1 consider the interests in the area covered by the Rangitaiki River Document; and
 - 5.4.2 consider, and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the Rangitaiki River Document.
- 5.5 The obligation under clause 5.4 applies only to the extent that is relative to the nature and contents of the Rangitaiki River Document.

Contents of the Rangitaiki River Document

- 5.6 The Rangitaiki River Document may contain:
- 5.6.1 a vision for the Rangitaiki River;
 - 5.6.2 objectives for the Rangitaiki River; and
 - 5.6.3 desired outcomes for the Rangitaiki River.

Effect on Resource Management Act 1991 planning documents

- 5.7 In preparing or changing the Bay of Plenty regional policy statement, the Bay of Plenty Regional Council must recognise and provide for any vision, objectives and desired outcomes contained in the Rangitaiki River Document.
- 5.8 The Bay of Plenty Regional Council must comply with clause 5.7 each time that it prepares or changes the Bay of Plenty regional policy statement.
- 5.9 Until such time as the obligation under clause 5.7 is complied with, where a local authority is preparing or changing a regional plan or district plan, that authority will have particular regard to the Rangitaiki River Document.
- 5.10 The obligations under clauses 5.7 to 5.9 apply only to the extent that:
- 5.10.1 the vision, objectives and desired outcomes contained in the Rangitaiki River Document relate to the resource management issues of the region or district; and
 - 5.10.2 recognising and providing for the vision, objectives and desired outcomes contained in the Rangitaiki River Document is consistent with the purpose of the Resource Management Act 1991.
- 5.11 Clause 5.12 applies where:
- 5.11.1 the Bay of Plenty Regional Council notifies a draft Bay of Plenty regional policy statement before the Rangitaiki River Document is approved; and

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

- 5.11.2 the Forum approves the Rangitaiki River Document before the Bay of Plenty regional policy statement is declared operative under clause 20 of Schedule One of the Resource Management Act 1991.
- 5.12 Where clause 5.11 applies, the Bay of Plenty Regional Council will introduce a variation to the draft Bay of Plenty regional policy statement under clause 16A of Schedule One of the Resource Management Act 1991:
- 5.12.1 within 2 months after the approval of the Rangitaiki River Document by the Forum; and
- 5.12.2 for the purpose of recognising and providing for the Rangitaiki River Document as provided for in clause 5.7.
- 5.13 The obligation under clause 5.12 applies only on the first occasion that the Bay of Plenty Regional Council notifies a draft Bay of Plenty Regional Policy Statement following the signing of this Supplementary Deed.

Effect on conservation planning documents

- 5.14 In approving a conservation management strategy that is relevant to the Rangitaiki River, the New Zealand Conservation Authority must have particular regard to any vision, objectives and desired outcomes contained in the Rangitaiki River Document.
- 5.15 The New Zealand Conservation Authority must comply with clause 5.14 each time that it approves a conservation management strategy that is relevant to the Rangitaiki River.
- 5.16 Until such time as the obligation under clause 5.14 is complied with, where a person is reviewing, preparing, or changing a relevant conservation management plan, that person will have particular regard to any vision, objectives or desired outcomes contained in the Rangitaiki River Document.
- 5.17 The obligations under clauses 5.14 to 5.16 apply only to the extent that:
- 5.17.1 the vision, objectives and desired outcomes contained in the Rangitaiki River Document relate to the conservation issues of the area; and
- 5.17.2 having particular regard to the vision, objectives and desired outcomes contained in the Rangitaiki River Document is consistent with the purpose of the Conservation Act 1987.

6 PROCESS FOR PREPARATION AND APPROVAL OF RANGITAIKI RIVER DOCUMENT

Preparation of draft Rangitaiki River Document

- 6.1 The following process applies to the preparation of a draft of the Rangitaiki River Document:

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

6.1.1 the Forum will meet to discuss and commence the preparation of the draft Rangitaiki River Document; and

6.1.2 the Forum may consult and seek comment from appropriate persons and organisations on the preparation of the draft Rangitaiki River Document.

Notification and submissions on draft Rangitaiki River Document

6.2 When the Forum has prepared the draft Rangitaiki River Document, it:

6.2.1 must notify it by giving public notice;

6.2.2 may notify it by any other means that the Forum thinks appropriate; and

6.2.3 must ensure that the draft Rangitaiki River Document is available for public inspection.

6.3 The public notice must:

6.3.1 state that the draft Rangitaiki River Document is available for inspection at the places and times specified in the notice; and

6.3.2 state that interested persons or organisations may lodge submissions on the draft Rangitaiki River Document:

(a) with the Forum;

(b) at the place specified in the notice; and

(c) before the date specified in the notice; and

6.3.3 set a date for the lodging of submissions that is at least 20 business days after the date of the publication of the notice.

6.4 Any person or organisation may make a written or electronic submission on the draft Rangitaiki River Document in the manner described in the public notice.

Approval of Rangitaiki River Document

6.5 The Forum must consider submissions made under clause 6.4, to the extent that those submissions are consistent with the purpose of the Rangitaiki River Document.

6.6 The Forum may then approve the Rangitaiki River Document.

6.7 The Forum:

6.7.1 must notify the Rangitaiki River Document by giving public notice; and

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

- 6.7.2 may notify the Rangitaiki River Document by any other means that the Forum thinks appropriate.
- 6.8 The public notice must:
 - 6.8.1 state where the Rangitaiki River Document is available for public inspection; and
 - 6.8.2 state when the Rangitaiki River Document comes into force.
- 6.9 The Rangitaiki River Document:
 - 6.9.1 must be available for public inspection at the local offices of the relevant local authorities and appropriate agencies; and
 - 6.9.2 comes into force on the date specified in the public notice.

Review of, and amendments to, Rangitaiki River Document

- 6.10 The Forum may at any time review and, if necessary, amend the Rangitaiki River Document or any component of the Rangitaiki River Document.
- 6.11 The Forum must start a review of the Rangitaiki River Document no later than 10 years after the later of:
 - 6.11.1 the first time that the Rangitaiki River Document is approved; or
 - 6.11.2 the completion of the previous review of the Rangitaiki River Document.
- 6.12 In undertaking a review under clauses 6.10 and 6.11 the Forum must apply clause 6.1, modified as necessary, to the review.
- 6.13 If the Forum considers as a result of the review that the Rangitaiki River Document should be amended in a material way, the amendment must be prepared and approved in accordance with clauses 6.1 to 6.9.
- 6.14 If the Forum considers the Rangitaiki River Document should be amended in a way that is not material, the amendment may be approved under clause 6.6, and the Forum must comply with clauses 6.7 to 6.9.

7 RECOGNITION OF THE HABITAT OF TUNA

- 7.1 All persons exercising functions and powers under the Resource Management Act 1991 that affect the Rangitaiki River will have particular regard to the habitat of tuna in that river.

8 JOINT MANAGEMENT AGREEMENTS

Duty to make

- 8.1 Where Ngāti Whare provide notice in writing to a local authority referred to in clause 8.2 that a joint management agreement is to be entered into, such joint management agreement must be in force between that local authority and Ngāti Whare no later than:

- 8.1.1 18 months after the date of that notice; or
- 8.1.2 a later date that they agree on electronically or in writing.

- 8.2 The reference to a local authority in clause 8.1 is a reference to:

- 8.2.1 the Bay of Plenty Regional Council; or
- 8.2.2 the Whakatane District Council.

Scope of joint management agreements

- 8.3 A joint management agreement referred to in clause 8.1 may, subject to the agreement of the local authority and Ngāti Whare, cover any functions of the local authority under the Resource Management Act 1991 that affect the Rangitaiki River.

Legal framework

- 8.4 Sections 36C and 36D of the Resource Management Act 1991 apply to a joint management agreement entered into under clause 8.1.
- 8.5 Sections 36B and 36E of the Resource Management Act 1991 do not apply to a joint management agreement entered into under clause 8.1.
- 8.6 Neither party has the right to terminate a joint management agreement without the agreement of the other party.

Horomanga Wash local purpose reserve

- 8.7 The joint management agreement with the Bay of Plenty Regional Council will include a section providing for the role of Ngāti Whare in the management by that Council under relevant statutory frameworks of the Horomanga Wash local purpose reserve (which is vested in the Bay of Plenty Regional Council and described by *Gazette* notice dated 8 April 2008).

9 OTHER MATTERS

Horomanga Wash

9.1 The parties acknowledge that:

- 9.1.1 in discussions with the Crown Ngāti Whare requested redress in relation to the Horomanga Wash land; and
- 9.1.2 the Crown has not been able to provide redress in relation to the Horomanga Wash land.

9.2 If the Horomanga Wash land is included in the Crown landbank, the Crown will consider providing a right of first refusal jointly to all iwi with interests in the Horomanga Wash land (including Ngāti Whare and Ngāti Manawa), with such right of first refusal to be exercised by the settlement date.

9.3 Following the signing of this Supplementary Deed, the Minister for Treaty of Waitangi Negotiations will write to the Minister of Conservation seeking agreement that in the event of the disposal of the all or part of the Horomanga Wash land, the conditions of sale will provide for the ongoing protection of any environmental, conservation, heritage or recreational values of that land and the protection of the adjacent local purpose reserve.

Further discussion on protocols

9.4 The conservation accord and fisheries protocol included in the Deed of Settlement provided for those documents to be amended in light of the matters agreed in this Supplementary Deed. The references in the protocol and conservation accord are:

- 9.4.1 clauses 9.1 and 9.2 of the Ngāti Whare Fisheries Protocol; and
- 9.4.2 clauses 11.1 and 11.2 of the Ngāti Whare Conservation Accord.

9.5 Following the signing of this Supplementary Deed, Ngāti Whare and the Department of Conservation or Ministry of Fisheries (as the case may be) will meet to discuss what amendments may be necessary to reflect the matters agreed in this Supplementary Deed.

Acknowledgements

9.6 The Crown agrees that it will not:

- 9.6.1 establish a regime of tradable rights or tradable permits in water;
- 9.6.2 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 Rangitaiki River; or
- 9.6.3 develop policy or introduce any legislation which in effect amounts to the privatisation of the waters of the Rangitaiki River;

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

without first engaging in good faith with Ngāti Whare in the course of the Crown's wider consultation in relation to those matters.

Review

9.7 The parties acknowledge:

- 9.7.1 the importance of the Rangitaiki River Framework providing an enduring and effective management framework for the Rangitaiki River for present and future generations; and
- 9.7.2 that the parties may in the future undertake a review of the Rangitaiki River Framework.

Annual Meeting

9.8 The parties acknowledge that, as part of the annual meeting with the Minister for the Environment provided for in the Deed of Settlement, the parties may discuss the ongoing implementation and efficacy of the Rangitaiki River Framework.

Definitions

Rangitaiki River means the Rangitaiki River and its catchment, as shown on Deed Plan OTS-095-024 set out in Appendix 1 to this Supplementary Deed, including:

- (a) the Rangitaiki River;
- (b) the Whirinaki River;
- (c) the Wheao River; and
- (d) the Horomanga River.

Horomanga Wash land means the area as shown on Deed Plan OTS-095-025 set out in Appendix 1 to this Supplementary Deed.

SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER

SIGNED as a deed on

2010

SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister for Treaty of Waitangi Negotiations in the presence of:


Honourable Christopher Finlayson

WITNESS



Name: *JAMES CHRISTMAS*

Occupation: *PRIVATE SECRETARY*

Address: *WELLINGTON*

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 9 of this deed in the presence of:

Honourable Simon William English

WITNESS


Name:


Occupation:


Address:

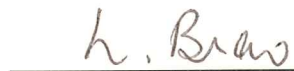
SUPPLEMENTARY DEED IN RELATION TO RANGITAIKI RIVER


SIGNED by the trustees of Te Rūnanga o Ngāti Whare for and on behalf of Te Rūnanga o Ngāti Whare, and for and on behalf of **NGĀTI WHARE** in the presence of:


James Carlson
Chairman, Te Rūnanga o Ngāti Whare

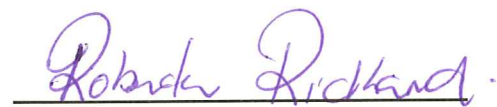

David Bronco Carson
Trustee, Te Rūnanga o Ngāti Whare


Kohiti Kohiti
Trustee, Te Rūnanga o Ngāti Whare


Lena Brew
Trustee, Te Rūnanga o Ngāti Whare


Pene Olsen
Trustee, Te Rūnanga o Ngāti Whare


Tuahāi Iraia
Trustee, Te Rūnanga o Ngāti Whare


Roberta Rickard
Trustee, Te Rūnanga o Ngāti Whare

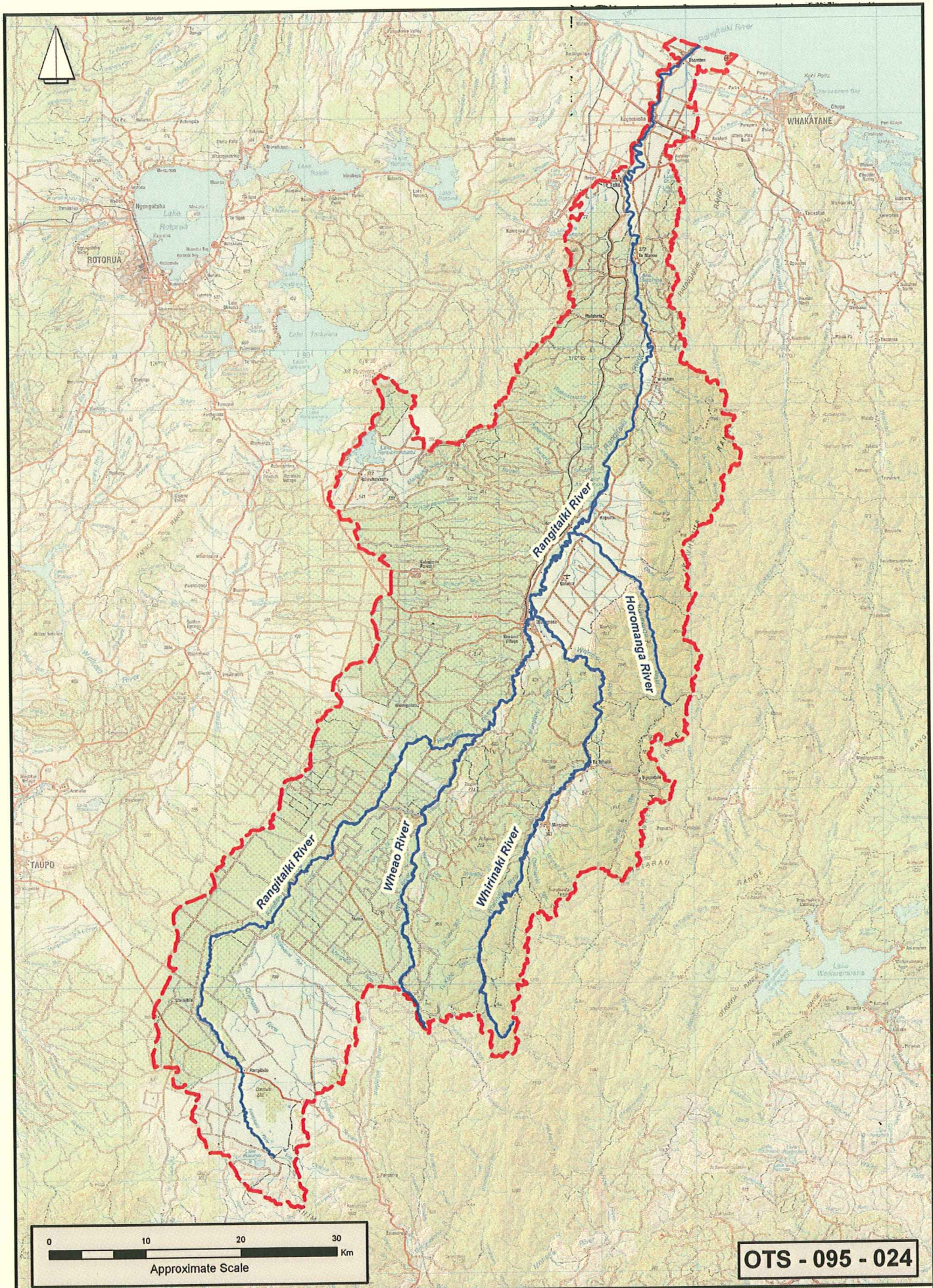
WITNESS



Name: Mere George

Occupation: Accountant

Address: Rotoma.



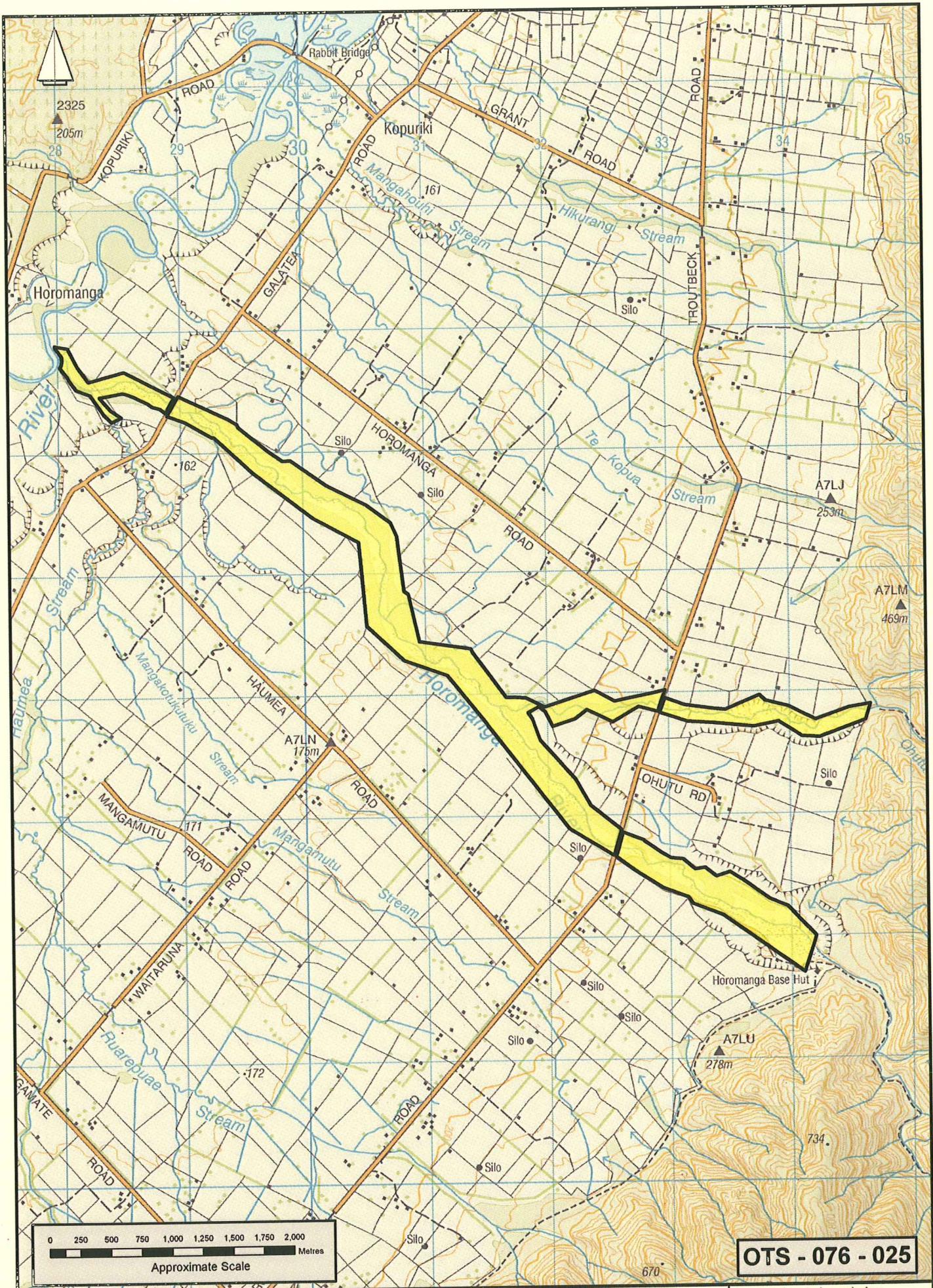
OTS - 095 - 024



South Auckland
Land District
Territorial Authority: Taupo,
Rotorua & Whakatane Districts
Compiled as a graphic
representation. Boundaries
are indicative only

Rangitaiki River catchment
area referred to in the Supplementary Deed of Settlement in relation
to the Rangitaiki River between the Crown and Ngāti Whare

Approved as to boundaries:
.....
for Ngāti Whare
.....
for and on behalf of the Crown



South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

Horomanga Wash Land

area referred to in the Supplementary Deed of Settlement in relation
to the Rangitaki River between the Crown and Ngāti Whare

Approved as to boundaries:
.....
for Ngāti Whare
.....
for and on behalf of the Crown