
**RURUKU WHAKATUPUA
TE MANA O TE AWA TUPUA**

5 AUGUST 2014

*Ngā wai inuina o Ruatipua ēnā
Ngā manga iti, ngā manga nui e honohono kau ana
Ka hono, ka tupu, hei awa
Hei Awa Tupua*

*Those are the drinking fonts of Ruatipua
The small and large streams which flow into one another
And continue to link, and swell, until a river is formed
Te Awa Tupua*

*E rere kau mai te Awa nui
Mai i te Kāhui Maunga ki Tangaroa
Ko au te Awa, ko te Awa ko au*

*The Great River flows
From the Mountains to the Sea
I am the River and the River is me*

RURUKU WHAKATUPUA - TE MANA O TE AWA TUPUA

*He kupu tēnei kia kore ai e wareware, he ture tēnei
e herehere ana i te tāngata ki te whakatinanatanga
i a Tupua Te Kawa.*

*This document, Ruruku Whakatupua - Te Mana o Te Awa, contains the
agreed terms of a new legal framework for Te Awa Tupua which upholds
the mana of the Whanganui River and recognises the intrinsic ties which
bind the Whanganui River to the people and the people to the
Whanganui River.*

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1 TE PĀ AUROA NĀ TE AWA TUPUA

The Te Awa Tupua Framework

Te Pā Auroa - The Broad Eel Weir

He pā kaha kua hangaia kia toitū ahakoa ngā waipuke o te ngahuru, o te makariri me te kōanga

The broad eel weir built to withstand the autumn, winter and spring floods

The name of the Te Awa Tupua framework symbolises an extensive, well-constructed framework for Te Awa Tupua that is fit for purpose, enduring and the responsibility of all.

TE PĀ AUROA NĀ TE AWA TUPUA

- 1.1 Te Pā Auroa nā Te Awa Tupua provides a new framework for the Whanganui River centred on Te Awa Tupua.
- 1.2 Te Pā Auroa nā Te Awa Tupua comprises the following elements:
 - 1.2.1 Te Awa Tupua and its legal status;
 - 1.2.2 Tupua te Kawa (the Te Awa Tupua values);
 - 1.2.3 Te Pou Tupua (the human face of Te Awa Tupua);
 - 1.2.4 Te Heke Ngahuru ki Te Awa Tupua (the Te Awa Tupua strategy);
 - 1.2.5 Te Kōpuka nā Te Awa Tupua (the Te Awa Tupua strategy group);
 - 1.2.6 Kia Matara Rawa (the vesting of the Crown-owned parts of the bed of the Whanganui River in Te Awa Tupua); and
 - 1.2.7 Te Korotete o Te Awa Tupua (the Te Awa Tupua fund).

OVERARCHING PURPOSE OF TE PĀ AUROA NĀ TE AWA TUPUA

- 1.3 The overarching purpose of Te Pā Auroa nā Te Awa Tupua is to provide for:
 - 1.3.1 the legal recognition of Te Awa Tupua;
 - 1.3.2 the legal recognition and effect of Tupua te Kawa;
 - 1.3.3 the development and effect of Te Heke Ngahuru ki Te Awa Tupua; and
 - 1.3.4 the protection and promotion of the health and wellbeing of Te Awa Tupua.

1: TE PĀ AUROA NĀ TE AWA TUPUA

STATEMENT OF INTENT

- 1.4 Te Pā Auroa nā Te Awa Tupua will be given effect to through legislation and is intended to:
- 1.4.1 enable all persons to view and relate to Te Awa Tupua;
 - 1.4.2 ensure that Te Pā Auroa nā Te Awa Tupua is relevant to the exercise of all statutory functions, duties or powers relating to the Whanganui River or relating to activities in the catchment affecting the Whanganui River; and
 - 1.4.3 reflect the Crown's commitment to Te Awa Tupua and Tupua te Kawa.

STATEMENT OF GENERAL RELEVANCE

- 1.5 Te Pā Auroa nā Te Awa Tupua is a relevant consideration in the exercise of all statutory functions, duties or powers relating to the Whanganui River or relating to activities in the catchment affecting the Whanganui River.
- 1.6 To avoid doubt, the exercise of the statutory functions, duties or powers referred to in clause 1.5 must be carried out in a manner consistent with the purpose of the legislation under which those statutory functions, duties or powers are exercised.

TE AWA TUPUA LEGISLATION

- 1.7 The Te Awa Tupua legislation will provide for the matters set out in clauses 1.1 to 1.6.

2 TE AWA TUPUA

An indivisible and living whole from the mountains to the sea

Te Awa Tupua - An Indivisible and Living Whole

*E rere kau mai te Awa nui
Mai i te Kāhui Maunga ki Tangaroa
Ko au te awa, ko te awa ko au*

*The Great River flows
From the Mountains to the Sea
I am the River and the River is me*

Te Awa Tupua is an indivisible and living whole comprising the Whanganui River from the mountains to the sea, incorporating its tributaries and all its physical and metaphysical elements.

Tupua te Kawa - The Principles of Natural Law

*Nō te kawa ora a 'Tupua te Kawa' hei taura here nā te
Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi*

*Tupua te Kawa is the natural law and value system of
Te Awa Tupua, which binds the people to the River
and the River to the people*

Tupua te Kawa comprises the set of innate values that underpins and supports Te Awa Tupua.

TE AWA TUPUA RECOGNITION

- 2.1 Te Awa Tupua is an indivisible and living whole comprising the Whanganui River from the mountains to the sea, incorporating its tributaries and all its physical and metaphysical elements.

TE AWA TUPUA AS A LEGAL PERSON

- 2.2 Te Awa Tupua is a legal person.
- 2.3 Te Awa Tupua has the rights, powers, duties and liabilities of a legal person.
- 2.4 The rights, powers and duties of Te Awa Tupua must be exercised and performed on behalf of, and in the name of Te Awa Tupua:
- 2.4.1 by Te Pou Tupua; and
 - 2.4.2 in accordance with this document.
- 2.5 Te Pou Tupua is responsible for the liabilities of Te Awa Tupua.

2: TE AWA TUPUA

TUPUA TE KAWA

2.6 Tupua te Kawa is a set of intrinsic values which represents the essence of Te Awa Tupua.

2.7 Tupua te Kawa comprises:

1. Ko Te Kawa Tuatahi

Ko te Awa te mātāpuna o te ora (The River is the source of spiritual and physical sustenance)

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

2. Ko Te Kawa Tuarua

E rere kau mai te Awa nui mai i te Kahui Maunga ki Tangaroa (The great River flows from the mountains to the sea)

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

3. Ko Te Kawa Tuatoru

Ko au te Awa, ko te Awa ko au (I am the River and the River is me)

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

4. Ko Te Kawa Tuawhā

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua (The small and large streams that flow into one another and form one River)

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

CROWN COMMITMENT

2.8 The Crown confirms its commitment to Te Awa Tupua and Tupua te Kawa.

LEGAL EFFECT OF TE AWA TUPUA AND TUPUA TE KAWA

2.9 In addition to the statement of general relevance provided for in clauses 1.5 and 1.6, any person exercising functions, duties or powers under a statute referred to in clause 2.10 must:

2.9.1 recognise and provide for the status of Te Awa Tupua as provided for in clauses 2.1 and 2.2 ("**Te Awa Tupua status**"); and

2.9.2 recognise and provide for Tupua te Kawa.

2: TE AWA TUPUA

2.10 The statutes referred to in clause 2.9 are the:

- 2.10.1 Biosecurity Act 1993;
- 2.10.2 Conservation Act 1987;
- 2.10.3 Fisheries Act 1996;
- 2.10.4 Forests Act 1949;
- 2.10.5 Freedom Camping Act 2011;
- 2.10.6 Harbour Boards Dry Land Endowment Revesting Act 1991;
- 2.10.7 Land Drainage Act 1908;
- 2.10.8 Local Government Act 1974;
- 2.10.9 Local Government Act 2002;
- 2.10.10 Marine and Coastal Area (Takutai Moana) Act 2011;
- 2.10.11 Marine Mammals Protection Act 1978;
- 2.10.12 Marine Reserves Act 1971;
- 2.10.13 Maritime Transport Act 1994;
- 2.10.14 National Parks Act 1980;
- 2.10.15 Native Plants Protection Act 1934;
- 2.10.16 New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008;
- 2.10.17 Queen Elizabeth the Second National Trust Act 1977;
- 2.10.18 Reserves Act 1977;
- 2.10.19 Resource Management Act 1991 (in relation to preparing or changing a regional policy statement, regional plan or district plan);
- 2.10.20 River Boards Act 1908;
- 2.10.21 Soil Conservation and Rivers Control Act 1941;
- 2.10.22 Trade in Endangered Species Act 1989;
- 2.10.23 Walking Access Act 2008;
- 2.10.24 Wild Animal Control Act 1977; and
- 2.10.25 Wildlife Act 1953.

2: TE AWA TUPUA

- 2.11 In addition to the statement of general relevance provided for in clauses 1.5 and 1.6, any person exercising functions, duties or powers under a statute referred to in clause 2.12 must:
- 2.11.1 have particular regard to the Te Awa Tupua status; and
 - 2.11.2 have particular regard to Tupua te Kawa.
- 2.12 The statutes referred to in clause 2.11 are the:
- 2.12.1 Historic Places Act 1993; and
 - 2.12.2 Resource Management Act 1991 (to the extent not covered by clause 2.10.19).
- 2.13 Where the exercise of any functions, duties or powers referred to in clauses 2.9 to 2.12 is the subject of a written report, decision or document, that report, decision or document must include a statement recording how clauses 2.9 to 2.12 have been complied with.
- 2.14 The obligations under clauses 2.9 to 2.13 apply:
- 2.14.1 where the exercise of those functions, duties or powers relate to the Whanganui River, or relate to activities within the Whanganui River catchment that affect the Whanganui River;
 - 2.14.2 to the extent that the Te Awa Tupua status or Tupua te Kawa relate to the function, duty or power being exercised; and
 - 2.14.3 in a manner that is consistent with the purpose of the legislation under which the function, duty or power is being exercised.

TE AWA TUPUA LEGISLATION

- 2.15 The Te Awa Tupua legislation will provide for the matters set out in clauses 2.1 to 2.14.

3 TE POU TUPUA

The human face of Te Awa Tupua

Te Pou Tupua - The Sacred and Revered Station

*Te pou o te whakaturua
Te pou o te whakatawhito
Te pou o Ranginui e tū nei!*

*The celestial post
The ancient post
The pillar of universal order!*

Te Pou Tupua is the face and voice of Te Awa Tupua
and will uphold Tupua te Kawa.

Te Karewao - The Supplejack Vine

Te rau whātoro, te whanaketanga mai i te Uma Tūānuku.

The entwining vine springing from the bosom of Papatūānuku

The strong, pliable and readily available supplejack vine is
utilised in the construction of hīnaki. Symbolising timely and
robust support, Te Karewao is the advisory group that will
provide advice to Te Pou Tupua.

PURPOSE OF TE POU TUPUA

- 3.1 The purpose of Te Pou Tupua is to be the human face and act in the name of Te Awa Tupua.
- 3.2 In exercising its functions Te Pou Tupua must act in the interests of Te Awa Tupua and consistently with Tupua te Kawa.

FUNCTIONS OF TE POU TUPUA

- 3.3 The functions of Te Pou Tupua are to:
 - 3.3.1 act and speak on behalf of Te Awa Tupua;
 - 3.3.2 uphold:
 - (a) the Te Awa Tupua status; and
 - (b) Tupua te Kawa;
 - 3.3.3 promote and protect the health and wellbeing of Te Awa Tupua;

3: TE POU TUPUA

- 3.3.4 except as otherwise provided for in this document, exercise landowner functions in relation to any land vested in Te Awa Tupua;
 - 3.3.5 administer Te Korotete o Te Awa Tupua;
 - 3.3.6 maintain the Te Awa Tupua register; and
 - 3.3.7 take any other action reasonably necessary to achieve its purpose and exercise its functions.
- 3.4 Without limiting clause 3.3, in exercising its functions Te Pou Tupua:
- 3.4.1 must, in recognising the inalienable interconnection between the iwi and hapū of the Whanganui River and Te Awa Tupua, develop appropriate mechanisms for engaging with and reporting to those iwi and hapū on matters relating to Te Awa Tupua;
 - 3.4.2 may, from time to time, report publicly on matters relating to Te Awa Tupua;
 - 3.4.3 may engage with any relevant agency, decision-maker or other body to assist that agency, decision-maker or body in its understanding, application and implementation of the Te Awa Tupua status and Tupua te Kawa including, if agreed, the development or review of relevant guidelines or policies; and
 - 3.4.4 may participate in relevant statutory processes.

CAPACITY OF TE POU TUPUA

- 3.5 Te Pou Tupua has full capacity to exercise its functions.

APPOINTMENT OF TE POU TUPUA

- 3.6 Te Pou Tupua is, through the appointment process, symbolic of the Treaty partnership between the Crown and iwi.
- 3.7 Te Pou Tupua comprises a singular role exercised jointly by two persons.
- 3.8 The two persons to be appointed to the position of Te Pou Tupua are intended to be persons of high standing, recognising both the importance of the role and the need to interact with Ministers and other agencies, iwi and hapū, organisations and communities at a leadership level.
- 3.9 The two persons to be appointed to the position of Te Pou Tupua will be appointed by iwi with interests in the Whanganui River and the Crown ("**appointers**") as follows:
 - 3.9.1 one person will be nominated by iwi with interests in the Whanganui River;
 - 3.9.2 one person will be nominated by the Crown; and
 - 3.9.3 iwi with interests in the Whanganui River and the Crown will jointly and by agreement appoint two persons to the position of Te Pou Tupua:
 - (a) based on the nominations referred to in clauses 3.9.1 and 3.9.2; and
 - (b) having regard to the joint ability of the nominees to fulfil the purpose and exercise the functions of Te Pou Tupua.

3: TE POU TUPUA

- 3.10 In making a nomination, the relevant nominator must be satisfied that the proposed nominee has the requisite mana, skills, knowledge and experience to achieve the purpose and exercise the functions of Te Pou Tupua.
- 3.11 Prior to making a nomination, each nominator must give notice to the other nominator:
- 3.11.1 of the name of the proposed nominee; and
 - 3.11.2 inviting the other nominator to provide comment on whether the proposed nominee is appropriate in the context of the matters set out in clause 3.10.
- 3.12 Te Pou Tupua is appointed for a term of three years.
- 3.13 A person appointed under clause 3.9.3:
- 3.13.1 may be removed by:
 - (a) the agreement of the appointers; and
 - (b) written notice to that person; or
 - 3.13.2 may resign by written notice to the appointers; and
 - 3.13.3 may be reappointed.
- 3.14 In the event of the removal or resignation of a person appointed under clause 3.9.3, or in the event of a vacancy for any other reason, a replacement appointment will be made by the appointers:
- 3.14.1 as soon as is reasonably practicable in accordance with the process set out in clauses 3.9 to 3.11 (modified as necessary); and
 - 3.14.2 for the remainder of the current term.
- 3.15 Where there is a vacancy and only one person is at that time appointed to the position of Te Pou Tupua, that person:
- 3.15.1 may, in exceptional circumstances, act as Te Pou Tupua; and
 - 3.15.2 must:
 - (a) inform the appointers of the intention to act if that is reasonably practicable in the circumstances; and
 - (b) as soon as is reasonably practicable after acting, inform the appointers of the circumstances and nature of any action taken under this clause.
- 3.16 Where for a limited period or in relation to a particular matter one person appointed to the position of Te Pou Tupua is not able to act, the other person appointed:
- 3.16.1 may act as Te Pou Tupua; and
 - 3.16.2 must:
 - (a) inform the appointers of the intention to act if that is reasonably practicable in the circumstances; and

3: TE POU TUPUA

- (b) as soon as is reasonably practicable after acting, inform the appointers of the circumstances and nature of any action taken under this clause.

3.17 The persons appointed as Te Pou Tupua must:

3.17.1 act in the interests of Te Awa Tupua, consistently with Tupua te Kawa and for no other purpose; and

3.17.2 act jointly and by agreement in the exercise of Te Pou Tupua's functions.

3.18 The persons appointed as Te Pou Tupua will not be personally liable in their capacity as Te Pou Tupua, provided they have acted lawfully, in accordance with their statutory mandate and in good faith.

3.19 The appointers will by agreement set the fees (if any) to be paid to Te Pou Tupua.

SUPPORT FOR TE POU TUPUA

Advisory support

3.20 Te Karewao is an advisory group established to advise and support Te Pou Tupua in the exercise of its functions.

3.21 Te Karewao will be convened from time to time as required and at the request of Te Pou Tupua.

3.22 Te Karewao is comprised of:

3.22.1 one person appointed by Ngā Tāngata Tiaki o Whanganui;

3.22.2 one person appointed by other iwi with interests in the Whanganui River; and

3.22.3 one person appointed by the relevant local authorities.

3.23 Where Te Pou Tupua is exercising a function that relates to a discrete part of the Whanganui River, Te Karewao will be comprised of:

3.23.1 the persons referred to in clause 3.22; and

3.23.2 one additional person appointed by the iwi and hapū with interests in the relevant area.

3.24 Te Pou Tupua may invite other persons to assist Te Pou Tupua or Te Karewao, including from the iwi and/or hapū with interests in the Whanganui River, local authorities or relevant government departments and other agencies.

3.25 Te Pou Tupua or Te Karewao may request information or technical advice from any government department where that advice relates to the functions of that department.

3.26 Following such a request, a relevant government department will provide information or technical advice to Te Pou Tupua or Te Karewao where it is reasonably practicable and appropriate to do so having regard to, among other things, the ability of that department to prioritise resources for that purpose.

3: TE POU TUPUA

3.27 Te Pou Tupua may:

3.27.1 subject to clause 3.28 delegate functions to Te Karewao; and

3.27.2 refer matters to Te Karewao:

(a) for consideration; and

(b) so that advice may be provided to Te Pou Tupua.

3.28 Te Pou Tupua must not delegate any decision-making function to Te Karewao.

3.29 In providing advice and support to Te Pou Tupua, Te Karewao must act in the interests of Te Awa Tupua and consistently with Tupua te Kawa.

3.30 The persons appointed to Te Karewao will not be personally liable in their capacity as a member of Te Karewao, provided they have acted lawfully, in accordance with their statutory mandate and in good faith.

Administrative and financial support

3.31 The Crown will pay to Te Pou Tupua \$200,000 each year for a period of 20 years from the commencement date as a contribution to the costs associated with the exercise of Te Pou Tupua's functions including:

3.31.1 fees (if any) to be paid to Te Pou Tupua;

3.31.2 the costs associated with Te Karewao; and

3.31.3 the costs associated with administrative support under clause 3.34.

3.32 The first payment will be made on the commencement date unless Whanganui Iwi and the Crown agree otherwise.

3.33 The final payment will be made on the 19th anniversary of the commencement date.

3.34 Te Pou Tupua will contract Ngā Tāngata Tiaki o Whanganui to provide administrative support for Te Pou Tupua unless those parties agree otherwise.

3.35 The Crown and Whanganui Iwi have agreed that, as provided for in clause 9.1.2 of Ruruku Whakatupua – Te Mana o Te Iwi o Whanganui, the amount of \$1 million will be paid by the Crown to Ngā Tāngata Tiaki o Whanganui to be used for transitional and implementation matters relating to the establishment and support of Te Pā Auroa nā Te Awa Tupua, including a scoping study identifying:

3.35.1 the current state of the health and wellbeing of Te Awa Tupua;

3.35.2 the nature and extent of the current interests in and uses of Te Awa Tupua; and

3.35.3 issues affecting the health and wellbeing of Te Awa Tupua.

3: TE POU TUPUA

RELATIONSHIPS WITH CROWN AGENCIES

- 3.36 The Commissioner of Crown Lands will enter into a relationship document with Te Pou Tupua on agreed terms concerning matters of mutual interest, including:
- 3.36.1 the exercise of landowner functions by Te Pou Tupua, including the determination of the nature and extent of land vested in Te Awa Tupua;
 - 3.36.2 the respective roles and responsibilities of Te Pou Tupua and the Commissioner of Crown Lands in relation to land vested in Te Awa Tupua and adjoining land remaining under the management of the Commissioner of Crown Lands; and
 - 3.36.3 other support and advice from the Commissioner of Crown Lands on matters relating to Te Pou Tupua's functions.
- 3.37 The Commissioner of Crown Lands will commence discussions with Te Pou Tupua for that purpose within 12 months after the commencement date.
- 3.38 The Director-General of Conservation will enter into a relationship document with Te Pou Tupua on agreed terms concerning matters of mutual interest, including:
- 3.38.1 the application of the statutory process for considering and determining applications for concessions for a lease, licence or easement in relation to land that is vested in Te Awa Tupua but is subject to the conservation legislation;
 - 3.38.2 the respective roles and responsibilities of Te Pou Tupua and the Department of Conservation in relation to land vested in Te Awa Tupua and adjoining land managed by the Department of Conservation; and
 - 3.38.3 other support and advice from the Department of Conservation on matters relating to Te Pou Tupua's functions.
- 3.39 The Director-General of Conservation will commence discussions with Te Pou Tupua for that purpose within 12 months after the commencement date.
- 3.40 The Chief Executive of the Ministry of Business Innovation and Employment will explore the development of a relationship document with Te Pou Tupua concerning the administration of Crown-owned minerals within the Whanganui River under the Crown Minerals Act 1991.

RELATIONSHIP WITH RELEVANT LOCAL AUTHORITIES

- 3.41 Te Pou Tupua will engage with relevant local authorities for the purpose of entering into a relationship concerning matters of mutual interest including:
- 3.41.1 the exercise of functions and powers by relevant local authorities in the marine and coastal area;
 - 3.41.2 the role and responsibilities of relevant local authorities under Part 3A of the Maritime Transport Act 1994;

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3.41.3 the exercise of functions and powers by relevant local authorities in relation to:

- (a) granting consents relating to the Whanganui River, or activities in the Whanganui River catchment that affect the Whanganui River, including in relation to gravel extraction; and
- (b) carrying out environmental protection works including flood protection in relation to the Whanganui River; and

3.41.4 the relationship between the exercise of functions by relevant local authorities and the exercise of functions by Te Pou Tupua.

3.42 Te Pou Tupua and a relevant local authority may agree to record relevant matters in a relationship document.

APPLICATION FOR CHARITABLE STATUS

3.43 Te Awa Tupua and/or Te Pou Tupua are deemed to be an institution or institutions for the purpose of making an application for charitable status under the Charities Act 2005.

3.44 The two persons to be appointed to the position of Te Pou Tupua will be deemed to be officers of Te Awa Tupua for that purpose.

TE AWA TUPUA LEGISLATION

3.45 The Te Awa Tupua legislation will provide for the matters set out in:

3.45.1 clauses 3.1 to 3.30:

3.45.2 clause 3.34; and

3.45.3 clauses 3.43 and 3.44.

4 TE HEKE NGAHURU KI TE AWA TUPUA

Te Awa Tupua Strategy

Te Heke Ngahuru - The First Autumn Migration of Eels

*Ko ngā heke o te ngahuru he tohu o te hua nui o te tau - ko Puanga
kai rau e heke mai ana*

*The first autumn migration of eels signifies well-stocked
storehouses for the winter (the onset of winter being heralded by
the rise of the star Puanga)*

Te Heke Ngahuru ki Te Awa Tupua is the Te Awa Tupua strategy. The name symbolises the potential of Te Awa Tupua to provide for all if cared for and protected as a living spiritual and physical resource.

PURPOSE AND CONTENT OF TE HEKE NGAHURU

- 4.1 The purpose of Te Heke Ngahuru ki Te Awa Tupua ("**Te Heke Ngahuru**") is to bring together persons with interests in the Whanganui River in a collaborative process to address and advance the environmental, social, cultural and economic health and wellbeing of Te Awa Tupua.
- 4.2 Te Heke Ngahuru will:
 - 4.2.1 identify issues relating to the environmental, social, cultural and economic health and wellbeing of Te Awa Tupua;
 - 4.2.2 provide a strategy to address those issues; and
 - 4.2.3 provide recommended actions to address those issues.

DEVELOPMENT AND APPROVAL OF TE HEKE NGAHURU

Preparation of draft Te Heke Ngahuru

- 4.3 Te Kōpuka nā Te Awa Tupua ("**Te Kōpuka**"), the strategy group established under Part 5 of this document, must no later than six months after the commencement date commence preparation of a draft Te Heke Ngahuru.

Notification and submissions on draft Te Heke Ngahuru

- 4.4 When Te Kōpuka has prepared the draft Te Heke Ngahuru, but no later than 18 months after the commencement date, Te Kōpuka:
 - 4.4.1 must notify the draft Te Heke Ngahuru by giving public notice;

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- 4.4.2 may take such other steps considered appropriate to engage with interested persons and to promote awareness of and feedback on the draft Te Heke Ngahuru; and
- 4.4.3 must ensure that the draft Te Heke Ngahuru and any other document that Te Kōpuka considers relevant are available for public inspection.
- 4.5 The public notice must:
 - 4.5.1 identify where the draft Te Heke Ngahuru may be obtained or viewed; and
 - 4.5.2 state that persons or organisations may provide submissions or other feedback on the draft Te Heke Ngahuru in the manner specified in the notice.
- 4.6 There must be a period of at least 20 business days after the date of the publication of the notice for submissions or other feedback to be provided on the draft Te Heke Ngahuru.

Submissions on and approval of Te Heke Ngahuru

- 4.7 Te Kōpuka must consider any relevant submissions or feedback on the draft Te Heke Ngahuru.
- 4.8 Te Kōpuka may, in its discretion, meet with or hear from:
 - 4.8.1 any person or organisation that has provided a submission or feedback on the draft Te Heke Ngahuru; or
 - 4.8.2 any other person or organisation that Te Kōpuka considers appropriate.
- 4.9 Te Kōpuka must:
 - 4.9.1 keep a record of any submissions and feedback received on, and any meetings or discussions in relation to, the draft Te Heke Ngahuru; and
 - 4.9.2 make that record available to any person on request.
- 4.10 Te Kōpuka may amend the draft Te Heke Ngahuru to reflect:
 - 4.10.1 any matters raised through submissions or feedback; and
 - 4.10.2 any other matters that have arisen since the notification of the draft Te Heke Ngahuru.
- 4.11 Te Kōpuka must then approve Te Heke Ngahuru.
- 4.12 Te Kōpuka:
 - 4.12.1 must notify the approved Te Heke Ngahuru by giving public notice;
 - 4.12.2 must include in that notice details of where the approved Te Heke Ngahuru may be viewed or obtained; and
 - 4.12.3 may notify the approved Te Heke Ngahuru by any other means that Te Kōpuka considers appropriate.

Review of Resource Management Act 1991 documents

- 4.13 Each time Te Heke Ngahuru is approved a relevant local authority:
- 4.13.1 must consider its Resource Management Act 1991 planning documents in light of the Te Awa Tupua status, Tupua te Kawa and Te Heke Ngahuru; and
 - 4.13.2 may, in its discretion, initiate a review of any Resource Management Act 1991 planning document under section 79 of the Resource Management Act 1991 in order to satisfy the obligations set out in clauses 2.9, 2.11 and 4.18.
- 4.14 If a relevant local authority initiates a review under clause 4.13.2, following the completion of that review:
- 4.14.1 the local authority must inform Te Kōpuka and Te Pou Tupua of the outcome of the review;
 - 4.14.2 if the local authority considers that a Resource Management Act 1991 planning document requires alteration, it may propose to alter the document under Schedule 1 of the Resource Management Act 1991; and
 - 4.14.3 despite section 79 of the Resource Management Act 1991, if the local authority considers that a Resource Management Act 1991 planning document does not require alteration, it does not need to publicly notify that planning document.

Review and amendment of Te Heke Ngahuru

- 4.15 Te Kōpuka must commence a review of Te Heke Ngahuru:
- 4.15.1 not later than 10 years after the approval of the first Te Heke Ngahuru; and
 - 4.15.2 not later than 10 years after the completion of any previous review.
- 4.16 If, as a result of a review, Te Kōpuka considers that Te Heke Ngahuru should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 4.4 to 4.12.
- 4.17 If Te Kōpuka considers the Te Heke Ngahuru should be amended in a manner that is of minor effect, the amendment may be approved under clause 4.11, and Te Kōpuka must comply with clause 4.12.

LEGAL EFFECT OF TE HEKE NGAHURU

- 4.18 In addition to the statement of general relevance provided for in clauses 1.5 and 1.6, any person exercising functions, duties or powers under a statute referred to in clause 4.19 must have particular regard to Te Heke Ngahuru.
- 4.19 The statutes referred to in clause 4.18 are the:
- 4.19.1 Biosecurity Act 1993;
 - 4.19.2 Conservation Act 1987;
 - 4.19.3 Fisheries Act 1996;

4: TE HEKE NGAHURU KI TE AWA TUPUA

- 4.19.4 Forests Act 1949;
 - 4.19.5 Freedom Camping Act 2011;
 - 4.19.6 Harbour Boards Dry Land Endowment Revesting Act 1991;
 - 4.19.7 Historic Places Act 1993;
 - 4.19.8 Land Drainage Act 1908;
 - 4.19.9 Local Government Act 1974;
 - 4.19.10 Local Government Act 2002;
 - 4.19.11 Marine and Coastal Area (Takutai Moana) Act 2011;
 - 4.19.12 Marine Mammals Protection Act 1978;
 - 4.19.13 Marine Reserves Act 1971;
 - 4.19.14 Maritime Transport Act 1994;
 - 4.19.15 National Parks Act 1980;
 - 4.19.16 Native Plants Protection Act 1934;
 - 4.19.17 New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008;
 - 4.19.18 Queen Elizabeth the Second National Trust Act 1977;
 - 4.19.19 Reserves Act 1977;
 - 4.19.20 Resource Management Act 1991;
 - 4.19.21 River Boards Act 1908;
 - 4.19.22 Soil Conservation and Rivers Control Act 1941;
 - 4.19.23 Trade in Endangered Species Act 1989;
 - 4.19.24 Walking Access Act 2008;
 - 4.19.25 Wild Animal Control Act 1977; and
 - 4.19.26 Wildlife Act 1953.
- 4.20 Where the exercise of any functions, duties or powers referred to in clauses 4.18 and 4.19 is the subject of a written report, decision or document, that report, decision or document must include a statement recording how clauses 4.18 and 4.19 have been complied with.
- 4.21 The obligations under clauses 4.18 to 4.20 apply:
- 4.21.1 where the exercise of those functions, duties or powers relate to the Whanganui River, or relate to activities within the Whanganui River catchment that affect the Whanganui River;

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- 4.21.2 to the extent that Te Heke Ngahuru relates to the function, duty or power being exercised; and
- 4.21.3 in a manner that is consistent with the purpose of the legislation under which the function, duty or power is being exercised.
- 4.22 A person exercising functions, duties or powers to which clauses 4.18 to 4.20 relate, may, in that person's discretion, adopt or implement (in whole or in part) Te Heke Ngahuru (including, without limitation, as part of a regional policy statement, regional plan or district plan).
- 4.23 Any adoption or implementation of Te Heke Ngahuru under clause 4.22 must be undertaken in accordance with any relevant statutory processes (including, without limitation, Schedule 1 of the Resource Management Act 1991).

TE AWA TUPUA LEGISLATION

- 4.24 The Te Awa Tupua legislation will provide for the matters set out in clauses 4.1 to 4.23.

5 TE KŌPUKA NĀ TE AWA TUPUA

Te Awa Tupua Strategy Group

Te Kōpuka - The White Mānuka

Putā Tāne, Tangaroa kia piri, kia ita!

The close connection between the siblings Tāne Mahuta and Tangaroa.

White mānuka is the raw material used to build the pā auroa. This symbolises the connection, co-operation and strength within Te Awa Tupua. Te Kōpuka nā Te Awa Tupua is a strategy group that will develop Te Heke Ngahuru ki Te Awa Tupua, the Te Awa Tupua strategy.

PURPOSE OF TE KŌPUKA

- 5.1 Te Kōpuka nā Te Awa Tupua (“**Te Kōpuka**”) is a strategy group comprising representatives of persons and organisations with interests in the Whanganui River, including iwi, local and central government, commercial and recreational users and environmental groups.
- 5.2 The purpose of Te Kōpuka is to act collaboratively to advance the environmental, social, cultural and economic health and wellbeing of Te Awa Tupua.

FUNCTIONS OF TE KŌPUKA

- 5.3 The primary function of Te Kōpuka is to develop and approve Te Heke Ngahuru.
- 5.4 The other functions of Te Kōpuka are to:
 - 5.4.1 monitor the implementation of Te Heke Ngahuru;
 - 5.4.2 review Te Heke Ngahuru;
 - 5.4.3 provide a forum for discussion of issues relating to the health and wellbeing of Te Awa Tupua;
 - 5.4.4 exercise any function that may be delegated to it by a local authority; and
 - 5.4.5 take any other action that is considered by Te Kōpuka to be appropriate in relation to achieving its purpose and exercising its functions.
- 5.5 In exercising its functions, Te Kōpuka must have particular regard to the Te Awa Tupua status and Tupua te Kawa.

5: TE KŌPUKA NĀ TE AWA TUPUA

5.6 Except as provided for in clauses 5.3 and 5.5, Te Kōpuka will have discretion to determine in any particular circumstances:

5.6.1 whether to exercise any function; and

5.6.2 how, and to what extent, any function will be exercised.

CAPACITY OF TE KŌPUKA

5.7 Te Kōpuka has full capacity to exercise its functions.

MEMBERSHIP OF TE KŌPUKA

5.8 There are up to 17 members on Te Kōpuka.

5.9 The members of Te Kōpuka are as follows:

5.9.1 one member appointed by Ngā Tāngata Tiaki o Whanganui;

5.9.2 up to five members appointed by iwi with interests in the Whanganui River;

5.9.3 up to four members appointed by the relevant local authorities;

5.9.4 one member appointed by Fish and Game New Zealand;

5.9.5 one member appointed by the Director-General of Conservation;

5.9.6 one member appointed by Genesis Energy Limited;

5.9.7 one member appointed to represent environmental and conservation interests;

5.9.8 one member appointed to represent tourism interests;

5.9.9 one member appointed to represent recreational interests; and

5.9.10 one member appointed to represent the primary sector;

(each appointing entity being an "**appointer**").

5.10 The members referred to in clauses 5.9.7 to 5.9.10 must be appointed by Horizons Regional Council following consultation with the relevant interest groups referred to in those clauses, relevant government departments and other agencies.

5.11 Te Kōpuka will, on a regular basis, convene plenary sessions to report to and provide an opportunity for input from:

5.11.1 the broader groups and organisations (including iwi and hapū with interests in the Whanganui River) that are represented by the members referred to in clause 5.9; and

5.11.2 relevant government departments and other agencies.

5.12 Te Kōpuka may invite other persons and organisations (including government departments and other agencies) to participate in meetings and contribute to the work of Te Kōpuka.

5: TE KŌPUKA NĀ TE AWA TUPUA

- 5.13 The members of Te Kōpuka must act in a manner that promotes the effective exercise of the functions of Te Kōpuka.
- 5.14 To avoid doubt, members of Te Kōpuka are not, by virtue of that membership, members of a local authority.

APPOINTMENT OF MEMBERS

- 5.15 Members of Te Kōpuka:
- 5.15.1 are appointed for a term of three years, unless the member resigns or is removed by an appointer during that term; and
 - 5.15.2 may be reappointed or removed by, and at the sole discretion of, the relevant appointer.
- 5.16 Appointers must use their best endeavours to appoint members within 40 working days after:
- 5.16.1 the commencement date; or
 - 5.16.2 the commencement of any subsequent term.
- 5.17 In appointing members to Te Kōpuka, appointers must:
- 5.17.1 be satisfied that the person has the mana, skills, knowledge or experience to:
 - (a) participate effectively in Te Kōpuka; and
 - (b) contribute to the achievement of the purpose of Te Kōpuka; and
 - 5.17.2 have regard to any members already appointed to Te Kōpuka to ensure that the membership reflects a balanced mix of skills, knowledge and experience so that Te Kōpuka may best achieve its purpose.
- 5.18 Where there is a vacancy on Te Kōpuka:
- 5.18.1 the relevant appointer will fill that vacancy for the remainder of the relevant term as soon as is reasonably practicable; and
 - 5.18.2 any such vacancy will not prevent Te Kōpuka from continuing to discharge its functions.
- 5.19 At its first meeting of each term Te Kōpuka will appoint:
- 5.19.1 one member as Chair; and
 - 5.19.2 one member as Deputy Chair.
- 5.20 The Chair and Deputy Chair:
- 5.20.1 will be appointed for the same three year term as members unless the Chair or Deputy Chair resigns or is removed during that term; and
 - 5.20.2 may be reappointed.

5: TE KŌPUKA NĀ TE AWA TUPUA

- 5.21 The role of the Deputy Chair will be to act on behalf of the Chair if the Chair is absent from any meeting of the Board.
- 5.22 If the Chair or the Deputy Chair are absent from three consecutive meetings of Te Kōpuka, then unless Te Kōpuka decides otherwise, the Chair or Deputy Chair (as the case may be) will be removed from that position.

STATUS OF TE KŌPUKA

- 5.23 Te Kōpuka is deemed to be a permanent joint committee (within the meaning of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002) of:
- 5.23.1 Horizons Regional Council;
 - 5.23.2 Whanganui District Council;
 - 5.23.3 Ruapehu District Council; and
 - 5.23.4 Stratford District Council.

FRESHWATER PLANNING

- 5.24 The Crown's current reform process in relation to the Resource Management Act 1991 includes a proposal for a collaborative planning process for the preparation of freshwater policy statements and plans under that Act.
- 5.25 Notwithstanding any requirements in the Resource Management Act 1991 with respect to the establishment and composition of a collaborative group, if Horizons Regional Council adopts the collaborative planning process in relation to a freshwater policy statement or plan in the Whanganui River catchment, Te Kōpuka will be the collaborative group for that planning process.
- 5.26 Where Te Kōpuka is the collaborative group for a collaborative planning process, the functions, powers, duties and procedures of Te Kōpuka for that purpose will be:
- 5.26.1 as set out in the Resource Management Act 1991 for a collaborative group (with any necessary modification); and
 - 5.26.2 subject to clause 5.26.1, as set out in this document.

STEERING GROUP AND COMMITTEES

- 5.27 Te Kōpuka may appoint:
- 5.27.1 a steering group to ensure that Te Kōpuka operates in an effective, efficient and collaborative manner so as to achieve its purpose; and
 - 5.27.2 committees in order to address particular issues in relation to the exercise of its functions.

5: TE KŌPUKA NĀ TE AWA TUPUA

PROCEDURES

- 5.28 Te Kōpuka will operate in accordance with a set of procedures that appropriately reflect:
- 5.28.1 the purpose and functions of Te Kōpuka;
 - 5.28.2 the principle of consensus decision-making;
 - 5.28.3 the range of interests represented on Te Kōpuka; and
 - 5.28.4 tikanga Māori.
- 5.29 The Local Government Act 2002 (including Schedule 7 of that Act), the Local Government Official Information and Meetings Act 1987 and other relevant local government legislation will not apply to Te Kōpuka.
- 5.30 Following the signing of the deed of settlement, Whanganui Iwi, the Crown and the relevant local authorities will work together to develop and agree the procedures for Te Kōpuka.
- 5.31 The procedures for Te Kōpuka will address the subject matter that is addressed in the relevant local government legislation to the extent that subject matter is considered by Whanganui Iwi, the Crown and the relevant local authorities to be relevant to Te Kōpuka.
- 5.32 The procedures for Te Kōpuka:
- 5.32.1 will apply from the commencement of the first meeting of Te Kōpuka; and
 - 5.32.2 may be amended from time to time by Te Kōpuka.

MEETINGS AND DECISION-MAKING

- 5.33 Te Kōpuka must:
- 5.33.1 at its first meeting of each year of a term agree a schedule of meetings for that year that will allow Te Kōpuka to achieve its purpose and exercise its functions; and
 - 5.33.2 review that meeting schedule on a regular basis to ensure it is sufficient to allow Te Kōpuka to achieve its purpose and exercise its functions.
- 5.34 The quorum for a meeting of Te Kōpuka is not less than 50% of the members including either the Chair or the Deputy Chair.
- 5.35 Decisions must be made at a meeting of Te Kōpuka.
- 5.36 When making a decision:
- 5.36.1 members of Te Kōpuka must strive to achieve consensus; but
 - 5.36.2 if, in the opinion of the Chair, consensus is not practicable after reasonable discussion, a decision of Te Kōpuka may be made by a minimum of 75% majority of those members present and voting at a meeting.

5: TE KŌPUKA NĀ TE AWA TUPUA

- 5.37 The Chair of Te Kōpuka may vote on any matter but does not have a casting vote.
- 5.38 The members of Te Kōpuka must approach decision-making:
- 5.38.1 in a manner that is consistent with the collaborative nature and purpose of Te Kōpuka;
 - 5.38.2 in a manner that promotes consensus decision-making; and
 - 5.38.3 for no other purpose.
- 5.39 Members of Te Kōpuka who are also members of a local authority are not:
- 5.39.1 disqualified from participating in any decision-making by the local authority by virtue of being a member or participating in the making of a decision of Te Kōpuka;
 - 5.39.2 bound by the provisions of the Local Government Act 2002 or other relevant local government legislation when acting or making decisions as a member of Te Kōpuka; or
 - 5.39.3 bound to consult with or seek direction from the local authority.
- 5.40 The members of Te Kōpuka will not be personally liable in their capacity as a member of Te Kōpuka, provided they have acted lawfully, in accordance with their statutory mandate and in good faith.

ADMINISTRATIVE AND TECHNICAL SUPPORT

- 5.41 The administrative support for Te Kōpuka will be provided by Horizons Regional Council.
- 5.42 The members of Te Kōpuka may be supported at any meeting by technical advisers.
- 5.43 Te Kōpuka may determine whether any additional technical support is required and, if so, the nature, extent and sources of such support.
- 5.44 The scoping study provided for in clause 3.35 of this document is intended to assist in the work of Te Kōpuka by identifying:
- 5.44.1 the current state of the health and wellbeing of Te Awa Tupua;
 - 5.44.2 the nature and extent of the current interests in and uses of Te Awa Tupua; and
 - 5.44.3 issues affecting the health and wellbeing of Te Awa Tupua.

CROWN CONTRIBUTION TO COSTS

- 5.45 Whanganui Iwi and the Crown have agreed that the amount of \$430,000 will be paid by the Crown to Horizons Regional Council as a contribution towards the costs of establishing Te Kōpuka and developing Te Heke Ngahuru.

5: TE KŌPUKA NĀ TE AWA TUPUA

5.46 That contribution, together with any other funds that may be provided to Te Kōpuka from time to time, will be expended by Horizons Regional Council:

5.46.1 only for the purposes specified in clause 5.45; and

5.46.2 following engagement with Te Kōpuka.

5.47 Unless otherwise agreed, members will not receive payment or reimbursement in relation to their participation in Te Kōpuka.

TE AWA TUPUA LEGISLATION

5.48 The Te Awa Tupua legislation will provide for the matters set out in clauses 5.1 to 5.47.

6 KIA MATARA RAWA

The vesting of the bed of the Whanganui River

Kia Matara Rawa - Unraveling the tangled rope

Whekere rā mau ai te tīeke, matara, rawa

Where there is obscurity, one must begin to untangle the threads of confusion

The vesting of the Crown-owned parts of the bed of the Whanganui River in Te Awa Tupua seeks to address the actions of the past and begins to reunite the River.

VESTING

- 6.1 On the commencement date and, immediately following the operation of clause 6.2, the fee simple estate in the Crown-owned parts of the bed of the Whanganui River will vest in Te Awa Tupua.
- 6.2 On the commencement date any part of the Crown-owned parts of the bed of the Whanganui River that is:
 - 6.2.1 a conservation area under the Conservation Act 1987, ceases to be a conservation area;
 - 6.2.2 a reserve under the Reserves Act 1977, has its reserve status revoked;
 - 6.2.3 Crown land under the Land Act 1948, ceases to be Crown land; and
 - 6.2.4 a national park under the National Parks Act 1980, ceases to be a national park.
- 6.3 On the commencement date and, immediately following the vesting under clause 6.1, any part of the bed of the Whanganui River that was prior to the operation of clause 6.1:
 - 6.3.1 a conservation area under the Conservation Act 1987, returns to the status of a conservation area under that Act;
 - 6.3.2 a reserve under the Reserves Act 1977, returns to the status of a reserve under that Act; and
 - 6.3.3 a national park under the National Parks Act 1980, returns to the status of a national park under that Act.
- 6.4 The vesting under clause 6.1 includes any pakohe, gravel, sand and shingle.

6: KIA MATARA RAWA

- 6.5 The vesting under clause 6.1 does not include:
- 6.5.1 legal roads;
 - 6.5.2 existing structures; or
 - 6.5.3 to avoid doubt:
 - (a) any lakes or other parts of the bed of the Whanganui River held under the Public Works Act 1981; or
 - (b) any part of the bed of the Whanganui River located in the marine and coastal area.
- 6.6 The land vested in or acquired by Te Awa Tupua under clause 6.1 may not be alienated.
- 6.7 For the purposes of the vesting under clause 6.1, "**Whanganui River**" means:
- 6.7.1 the body of water known as the Whanganui River flowing continuously or intermittently from its headwaters to the mouth of the Whanganui River on the Tasman Sea and located within the Whanganui River catchment;
 - 6.7.2 all tributaries, streams and other natural watercourses flowing continuously or intermittently into the body of water described in clause 6.7.1 and located within the Whanganui River catchment;
 - 6.7.3 all tributaries, streams and other natural watercourses flowing continuously or intermittently into any lakes that are connected continuously or intermittently with the bodies of water referred to in clauses 6.7.1 and 6.7.2; and
 - 6.7.4 the beds of the water bodies described in clauses 6.7.1 to 6.7.3.

PUBLIC WORKS LAND

- 6.8 Clause 6.9 applies to any parts of the bed of the Whanganui River that are held by the Crown under the Public Works Act 1981 for electricity generation purposes.
- 6.9 If in the future any parts of the bed of the Whanganui River referred to in clause 6.8 are no longer required for a public work in terms of the Public Works Act 1981:
- 6.9.1 the Crown will give notice to Te Pou Tupua that such parts of the bed of the Whanganui River are no longer required for a public work;
 - 6.9.2 the Crown will comply with the disposal process under the Public Works Act 1981 including the requirements of section 40 and 41 of that Act; and
 - 6.9.3 where any parts of the bed of the Whanganui River remain in Crown ownership following the process referred to in clause 6.9.2:
 - (a) those parts of the bed will vest in Te Awa Tupua as if that vesting had occurred under clause 6.1;
 - (b) that vesting will be subject to any encumbrances applying to those parts of the bed that are vested including, without limitation, any operating easements; and

6: KIA MATARA RAWA

- (c) the subdivision requirements under section 11 and Part 10 of the Resource Management Act 1991 will not apply to a vesting under clause 6.9.3(a) or any matter incidental to, or required for the purpose of, that vesting.

FUTURE INTERESTS

6.10 Where any parts of the bed of the Whanganui River become Crown-owned land or otherwise come into the ownership of the Crown, including through the realisation of any reversionary interest held by the Crown after the commencement date, and which are not automatically vested under clause 6.19, the Crown must engage with Te Pou Tupua and Ngā Tāngata Tiaki o Whanganui to explore the potential for such land to be vested in Te Awa Tupua.

MATTERS NOT AFFECTED

- 6.11 The following matters are preserved and are not affected by the vesting under clause 6.1:
- 6.11.1 existing public access and use, including navigation rights;
 - 6.11.2 existing private property rights including customary title and rights;
 - 6.11.3 existing rights of state owned enterprises and mixed ownership model companies;
 - 6.11.4 existing resource consents and other existing statutory authorisations;
 - 6.11.5 fishing rights recognised under the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and other relevant fisheries legislation;
 - 6.11.6 the existing ownership of and consents for legal structures; and
 - 6.11.7 except as otherwise provided, local government decision-making or the application of other statutory frameworks.

EXISTING INTERESTS

- 6.12 Any legal interest in existence as at the commencement date in relation to the land vested under clause 6.1 ("**existing interests**") will continue to apply in accordance with its terms:
- 6.12.1 until the interest expires or is terminated; and
 - 6.12.2 with any necessary modifications.
- 6.13 For the purposes of any existing interests, except where clause 6.15 applies, on and from the commencement date:
- 6.13.1 Te Pou Tupua will be treated as the grantor; and
 - 6.13.2 any references to former legislation under which the interest was granted will be read to be a reference to the Te Awa Tupua legislation.

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APPLICATION OF OTHER LEGISLATION

- 6.14 In relation to any land vested under clause 6.1:
- 6.14.1 Part 4A of the Conservation Act 1987 will not apply to the vesting;
 - 6.14.2 nothing in the Public Works Act 1981 will apply to the vesting;
 - 6.14.3 sections 24 and 25 of the Reserves Act 1977 will not apply to the revocation of the reserve status under clause 6.2;
 - 6.14.4 except as expressly provided for, the vesting will not:
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals;
 - 6.14.5 section 11 and Part 10 of the Resource Management Act 1991 will not apply to:
 - (a) the vesting; or
 - (b) any matter incidental to, or required for the purpose of, that vesting; and
 - 6.14.6 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of this document in relation to the land vested.

CONSERVATION STATUS APPLIES

- 6.15 Where clause 6.3 applies, and subject to the Te Awa Tupua legislation:
- 6.15.1 the relevant conservation status and conservation statute will continue to apply to the relevant part of the bed of the Whanganui River; and
 - 6.15.2 any functions, powers or duties in the relevant conservation statute will continue to apply in the place of any landowner functions that would otherwise have been exercised by Te Pou Tupua.
- 6.16 The parties acknowledge that, as provided for in clause 3.38, Te Pou Tupua and the Director-General of Conservation will enter into a relationship document including in relation to the application of certain statutory processes under the conservation legislation to land vested in Te Awa Tupua.

WATER BOUNDARIES

- 6.17 There are moveable natural boundaries between the Whanganui River and some adjoining lands, which are water boundaries.
- 6.18 To the extent that adjoining land is bounded by a water boundary, the water boundary is governed by the applicable common law rules of accretion, erosion and avulsion.

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- 6.19 After the commencement date if, because of a change caused by a natural occurrence or process, the Whanganui River flows through or over any other land that is owned by the Crown and held under the legislation referred to in clause 6.2, then:
- 6.19.1 that land over which the river flows becomes part of the bed of the Whanganui River and vests in Te Awa Tupua; and
 - 6.19.2 clauses 6.3 to 6.18 will apply to that vesting, as if the vesting had occurred at the commencement date in accordance with clause 6.1.
- 6.20 After the commencement date if land that was part of the bed vested in Te Awa Tupua has, because of a change caused by a natural occurrence or process, ceased to be part of the bed of the Whanganui River, and the title to that land is not determined by an enactment or the common law rules of accretion, erosion and avulsion, then the land vests in the Crown:
- 6.20.1 and, if the land was previously vested in Te Awa Tupua by the Crown under clause 6.1 or 6.19, that land assumes the status it had immediately before it was vested in Te Awa Tupua; or
 - 6.20.2 in any other case, as Crown land and is subject to the Land Act 1948.

ACQUISITION OF BED OWNED BY OTHERS

- 6.21 Where the Whanganui River flows through or over other land, and the common law rules of accretion, erosion and avulsion do not apply, the owner of that land may, with the written agreement of Te Pou Tupua, and following definition of that land by a cadastral survey, transfer that land to Te Awa Tupua.
- 6.22 Upon transfer, the land will become part of the bed of the Whanganui River and will vest in Te Awa Tupua.
- 6.23 Section 11 and Part 10 of the Resource Management Act 1991 will not apply to:
- 6.23.1 any vesting of land under clause 6.22; or
 - 6.23.2 any matter incidental to, or required for the purpose of, that vesting

OWNERSHIP OF OTHER LAND

- 6.24 In addition to the clauses above, with the agreement of Te Pou Tupua, other land may from time to time be acquired by or vested in Te Awa Tupua.

LIABILITY OF TE POU TUPUA

Exclusions from liability

- 6.25 Te Awa Tupua as landowner of land vested under clause 6.1 will not be liable for:
- 6.25.1 remediation of any historical contaminated site on land vested in Te Awa Tupua, where the contamination was caused during a period in which the Crown held the land;
 - 6.25.2 existing structures on the bed of the Whanganui River established prior to the commencement date;

6: KIA MATARA RAWA

- 6.25.3 existing activities (whether authorised under consents, designations, as permitted activities, or under legislation) authorised prior to the commencement date; and
- 6.25.4 public access to and use (including navigation) of the Whanganui River.
- 6.26 From the commencement date, the Crown will retain existing liabilities arising from:
 - 6.26.1 any historical contaminated site on land vested in Te Awa Tupua, where the contamination was caused during a period in which the Crown held the land;
 - 6.26.2 existing structures on the bed of the Whanganui River established prior to the commencement date, where the Crown has an existing liability;
 - 6.26.3 existing activities (whether authorised under consents, designations, as permitted activities, or under legislation) authorised prior to the commencement date, where the Crown has an existing liability;
 - 6.26.4 existing plants attached to the bed of the Whanganui River as at the commencement date and any potential biosecurity implications; and
 - 6.26.5 any other liabilities arising from landowner functions or decisions exercised by the Crown before the vesting of land in Te Awa Tupua.
- 6.27 Land that forms part of the bed of the Whanganui River and is acquired by or vested in Te Awa Tupua will be non-rateable land for the purposes of the Local Government (Rating) Act 2002.

Process for seeking assistance from Crown

- 6.28 If Te Awa Tupua faces a potential liability as landowner and is not able to meet the costs or obligations associated with that liability, then:
 - 6.28.1 Te Pou Tupua must give notice of the matter, at the earliest practicable opportunity, to the Crown;
 - 6.28.2 in giving that notice Te Pou Tupua may propose options to address the liability;
 - 6.28.3 the Crown may also propose options to address the liability;
 - 6.28.4 Te Pou Tupua and the Crown must consider any proposed options in consultation with any other relevant parties; and
 - 6.28.5 the Crown may in its discretion:
 - (a) agree to provide assistance to address the liability; and
 - (b) specify any conditions on that assistance that the Crown considers appropriate.

TE AWA TUPUA LEGISLATION

- 6.29 The Te Awa Tupua legislation will provide for the matters set out in clauses 6.1 to 6.28.

7 TE KOROTETE O TE AWA TUPUA

Te Awa Tupua Fund

Te Korotete - The storage basket for live piharau and tuna

Te korotete mōmona nā Maru

The bounteous basket of Maru

Maru is a primary deity of Whanganui Iwi in respect of the River.
Maru has the power to provide where kawa is maintained.
The fund within Te Korotete o Te Awa Tupua will, through effort and careful management, grow and provide for Te Awa Tupua.

TE KOROTETE O TE AWA TUPUA

Establishment of Te Korotete o Te Awa Tupua

- 7.1 On the commencement date the Crown will pay \$30,000,000 to Te Awa Tupua for the purpose of the establishment of Te Korotete o Te Awa Tupua.

Purpose of Te Korotete o Te Awa Tupua

- 7.2 The purpose of Te Korotete o Te Awa Tupua is to provide a fund to support the health and wellbeing of Te Awa Tupua.

Administration of Te Korotete o Te Awa Tupua

- 7.3 Te Korotete o Te Awa Tupua will be:
- 7.3.1 held by Te Awa Tupua; and
 - 7.3.2 administered by Te Pou Tupua on behalf of Te Awa Tupua.
- 7.4 In administering and determining the application of Te Korotete o Te Awa Tupua, Te Pou Tupua must:
- 7.4.1 seek advice and recommendations from Te Karewao; but
 - 7.4.2 make any final decisions in relation to Te Korotete o Te Awa Tupua.

7: TE KOROTETE O TE AWA TUPUA

Post-deed process

- 7.5 Following the signing of the deed of settlement, and prior to the commencement date, the Crown will work with Te Pou Tupua, and as appropriate Ngā Tāngata Tiaki o Whanganui, to assist with the design, establishment and operation of Te Korotete o Te Awa Tupua, including in relation to:
- 7.5.1 the eligibility and assessment criteria;
 - 7.5.2 the application processes, including the timing of funding rounds;
 - 7.5.3 the financial structure of Te Korotete o Te Awa Tupua;
 - 7.5.4 contracting arrangements for projects;
 - 7.5.5 assessment processes, including the composition of assessment panels and requirements around due diligence; and
 - 7.5.6 accountability and reporting requirements.
- 7.6 The Crown will provide technical assistance to Te Pou Tupua and, as appropriate to Ngā Tāngata Tiaki o Whanganui, to assist in the matters identified in clause 7.5.
- 7.7 Notwithstanding clause 7.5, the design of Te Korotete o Te Awa Tupua must provide that:
- 7.7.1 the allocation of funding must be consistent with the purpose of Te Korotete o Te Awa Tupua;
 - 7.7.2 any applications for funding from Te Korotete o Te Awa Tupua must be assessed on a contestable basis;
 - 7.7.3 any person, group or entity (including iwi and hapū with interests in the Whanganui River) may apply for funding from Te Korotete o Te Awa Tupua;
 - 7.7.4 government departments may not apply for funding from Te Korotete o Te Awa Tupua;
 - 7.7.5 projects should not be a substitute for existing projects and funding; and
 - 7.7.6 funding will be in the form of grants and not loans.

Application of funding from Te Korotete o Te Awa Tupua

- 7.8 The initial contribution of \$30,000,000 to Te Korotete o Te Awa Tupua referred to in clause 7.1 must be allocated by Te Pou Tupua:
- 7.8.1 on a contestable basis; and
 - 7.8.2 following an application for funding in accordance with the processes referred to and to be developed under clauses 7.5 and 7.7.
- 7.9 Clause 7.10 applies to:
- 7.9.1 any additional contributions to Te Korotete o Te Awa Tupua beyond the initial contribution; and

7: TE KOROTETE O TE AWA TUPUA

- 7.9.2 any interest or other income derived from the amounts referred to in clause 7.8 or 7.9.1.
- 7.10 Te Pou Tupua may apply the amounts referred to in clause 7.9:
- 7.10.1 on a contestable basis and following an application for funding in accordance with the processes referred to and to be developed under clauses 7.5 and 7.7;
- 7.10.2 to meeting the costs associated with the exercise of Te Pou Tupua's functions under clause 3.3; or
- 7.10.3 in any other manner considered by Te Pou Tupua to be consistent with the exercise of Te Pou Tupua's functions and the purpose of Te Korotete o Te Awa Tupua.

Review of Crown contribution to Te Korotete o Te Awa Tupua

- 7.11 The Crown may over time review its contribution to Te Korotete o Te Awa Tupua.

Other funding

- 7.12 To avoid doubt:
- 7.12.1 grants from Te Korotete o Te Awa Tupua may be combined with other funding sources;
- 7.12.2 contributions may be made to Te Korotete o Te Awa Tupua from other funding sources; and
- 7.12.3 Te Awa Tupua is deemed to be a legal entity for the purpose of seeking funding from other sources to contribute to Te Korotete o Te Awa Tupua or to otherwise support the health and wellbeing of Te Awa Tupua.

Secretariat support for Te Korotete o Te Awa Tupua

- 7.13 Pursuant to the contract referred to in clause 3.34, Ngā Tāngata Tiaki o Whanganui will provide secretariat support to Te Pou Tupua in the administration of Te Korotete o Te Awa Tupua.

TE AWA TUPUA LEGISLATION

- 7.14 The Te Awa Tupua legislation will provide for the matters set out in:
- 7.14.1 clauses 7.2 to 7.4;
- 7.14.2 clauses 7.8 to 7.10; and
- 7.14.3 clauses 7.12 to 7.13.

8 NGĀ RITENGA WHAKAŪ

Other Te Awa Tupua arrangements

PROTECTION OF THE NAME 'TE AWA TUPUA'

8.1 The Te Awa Tupua legislation will provide that:

- 8.1.1 subject to clause 8.1.2, no person may without written authorisation from Te Pou Tupua:
- (a) cause an incorporated or unincorporated body to be formed or registered under any name, title, style, or designation that includes 'Te Awa Tupua' or any other name, title, style, or designation that so closely resembles 'Te Awa Tupua' as to be likely to confuse or deceive any person that an association with Te Awa Tupua exists;
 - (b) carry on in trade activities under any name, title, style, or designation that includes 'Te Awa Tupua' or any other name, title, style, or designation that so closely resembles 'Te Awa Tupua' as to be likely to confuse or deceive any person that an association with Te Awa Tupua exists; or
 - (c) in any business, trade, or occupation and in relation to any commercial goods display, exhibit or otherwise use a name, title, style, or designation that includes 'Te Awa Tupua' or any other name, title, style, or designation that so closely resembles 'Te Awa Tupua' as to be likely to confuse or deceive any person that an association with Te Awa Tupua exists;
- 8.1.2 nothing in clause 8.1.1:
- (a) applies to the use of the name 'Te Awa Tupua' by the iwi with interests in the Whanganui River; or
 - (b) is intended to prohibit the use of the name 'Te Awa Tupua':
 - (i) in a literary, dramatic, musical, or artistic work; or
 - (ii) for educational or charitable purposes;
- 8.1.3 no person may use in public the name 'Te Awa Tupua' in an offensive or derogatory manner;
- 8.1.4 in clause 8.1.3 "**offensive or derogatory manner**" means a manner that is prejudicial to the integrity or status of Te Awa Tupua;

8: NGĀ RITENGA WHAKAŪ

- 8.1.5 if Te Pou Tupua considers that the name 'Te Awa Tupua' is being used in a manner contrary to clauses 8.1.1 to 8.1.4, Te Pou Tupua may:
- (a) have recourse to any relevant statutory objection process in relation to the matters referred to in clause 8.1.1;
 - (b) give notice in writing to any person:
 - (i) stating that the name 'Te Awa Tupua' is being used in a manner contrary to clauses 8.1.1 to 8.1.4; and
 - (ii) requesting that person to cease any further use of that name in that manner; and
 - (c) apply to a court for:
 - (i) a declaration that the use of name 'Te Awa Tupua' by the recipient of a notice given under clause 8.1.5(b) is contrary to clauses 8.1.1 to 8.1.4; and
 - (ii) an order that such use must cease.

TE AWA TUPUA REGISTER

- 8.2 There will be a register of accredited hearing commissioners developed and maintained for certain applications for resource consent relating to the Whanganui River or activities in the catchment affecting the Whanganui River ("**Te Awa Tupua register**").
- 8.3 The Te Awa Tupua register will be developed and agreed by:
- 8.3.1 Te Pou Tupua;
 - 8.3.2 relevant government departments and agencies; and
 - 8.3.3 relevant local authorities;
- in consultation with iwi with interests in the Whanganui River.
- 8.4 Te Pou Tupua will maintain the Te Awa Tupua register.
- 8.5 Iwi with interests in the Whanganui River may nominate persons for inclusion on the Te Awa Tupua register.
- 8.6 The Te Awa Tupua register must include appointees with:
- 8.6.1 skills, knowledge and experience across a range of disciplines, including tikanga Māori;
 - 8.6.2 knowledge of the Whanganui River; and
 - 8.6.3 an understanding of Te Awa Tupua and Te Pā Auroa nā Te Awa Tupua.
- 8.7 The Te Awa Tupua register:
- 8.7.1 must be kept under review to ensure that it remains fit for purpose; and
 - 8.7.2 may be amended by the parties referred to in, and in accordance with, clause 8.3.

8: NGĀ RITENGA WHAKAŪ

Appointment of hearing commissioners

8.8 Clauses 8.9 to 8.13 apply:

8.8.1 to any application for a resource consent received that:

- (a) is to be, or is likely to be, notified; and
- (b) is to:
 - (i) take, use, dam, or divert water in the Whanganui River;
 - (ii) make a point source discharge to the Whanganui River; or
 - (iii) undertake any activity listed in section 13 of the Resource Management Act 1991 in relation to the Whanganui River; or
- (c) is to undertake any other activity where the relevant authority decides it is appropriate for those clauses to apply.

8.9 Where a relevant authority receives an application for resource consent referred to in clause 8.8, that authority must inform Te Pou Tupua of that application.

8.10 When appointing hearing commissioners in relation to an application for resource consent referred to in clause 8.8, a relevant authority:

8.10.1 must have particular regard to:

- (a) the Te Awa Tupua register; and
- (b) Te Pā Auroa nā Te Awa Tupua;

8.10.2 may make appointments from the Te Awa Tupua register; and

8.10.3 must be guided by the need for the hearing panel to reflect an appropriate range of skills, knowledge and experience, including:

- (a) knowledge of the Whanganui River;
- (b) an understanding of Te Awa Tupua; and
- (c) an understanding of Te Pā Auroa nā Te Awa Tupua.

8.11 The final decision on the appointment of hearing commissioners will be made by the relevant authority:

8.11.1 in accordance with the relevant appointment process set out in the Resource Management Act 1991; and

8.11.2 in consultation with Te Pou Tupua.

8.12 To avoid doubt, persons on the Te Awa Tupua register who are members of an iwi with interests in the Whanganui River are not automatically disqualified from appointment as a hearing commissioner by virtue only of that person being a member of an iwi with interests in the Whanganui River.

8: NGĀ RITENGA WHAKAŪ

8.13 In clauses 8.8 to 8.12 "**relevant authority**" means:

- 8.13.1 a Minister appointing a Board of Inquiry under Part 6AA of the Resource Management Act 1991; or
- 8.13.2 a local authority appointing a hearing panel for the purposes of Part 6 of the Resource Management Act 1991.

PUBLIC AUTHORITY

8.14 Te Awa Tupua is deemed to be:

- 8.14.1 a public authority for the purposes of the Resource Management Act 1991;
- 8.14.2 a public body for the purposes of clause 30 of Schedule 7 of the Local Government Act 2002; and
- 8.14.3 a public body for the purposes of the Walking Access Act 2008.

MANAGING ACTIVITIES ON THE SURFACE OF THE WHANGANUI RIVER

8.15 Following the commencement date a collaborative process will be established to:

- 8.15.1 review the regulation of activities on the surface of the Whanganui River; and
- 8.15.2 identify how to improve and better coordinate the management of those activities.

8.16 Without limiting clause 8.15, the collaborative process will include consideration of:

- 8.16.1 the nature and extent of existing and future activities on the surface of the Whanganui River;
- 8.16.2 the existing regulatory mechanisms for the management and control of activities on the surface of the Whanganui River;
- 8.16.3 the interface between activities on the surface of the Whanganui River and activities on adjoining land;
- 8.16.4 public health and safety;
- 8.16.5 the health and wellbeing of Te Awa Tupua; and
- 8.16.6 any other relevant matters.

8.17 The participants in that collaborative process will be:

- 8.17.1 iwi with interests in the Whanganui River;
- 8.17.2 the Department of Conservation;
- 8.17.3 Maritime New Zealand; and
- 8.17.4 relevant local authorities.

8.18 The collaborative group will, as appropriate, consult with Te Pou Tupua.

8: NGĀ RITENGA WHAKAŪ

- 8.19 The collaborative group will report to the relevant Ministers on the completion of their work.
- 8.20 The Te Awa Tupua legislation will provide a power for the making of regulations relating to the management of activities on the surface of the Whanganui River to provide for:
- 8.20.1 public health and safety;
 - 8.20.2 the health and wellbeing of Te Awa Tupua; and
 - 8.20.3 any other relevant matter.
- 8.21 If the relevant Ministers, having considered any report from the collaborative group and any other relevant matters, are satisfied that the existing regulatory tools are inadequate, those Ministers may recommend the making of regulations under the power referred to in clause 8.20.

FISHERIES

Fisheries coordination group

- 8.22 Following the commencement date a fisheries coordination group will be established to:
- 8.22.1 coordinate the work planning and management activities of the organisations with fisheries or fish habitat management responsibilities in the Whanganui River catchment; and
 - 8.22.2 provide a forum for the iwi with interests in the Whanganui River to contribute to the protection, management and sustainable utilisation of fisheries and fish habitat that are managed in the Whanganui River catchment under the existing legislative framework.
- 8.23 The fisheries coordination group will consist of representatives from:
- 8.23.1 iwi with interests in the Whanganui River;
 - 8.23.2 the Ministry for Primary Industries;
 - 8.23.3 the Department of Conservation;
 - 8.23.4 Fish and Game New Zealand; and
 - 8.23.5 Horizons Regional Council.
- 8.24 The terms of reference for the fisheries coordination group will be agreed between the representatives on that group.
- 8.25 To avoid doubt, the fisheries coordination group does not derogate from the rights of iwi under the Fisheries Act 1996 or the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims.

Exploration of mechanism for customary food gathering

- 8.26 Following the commencement date a collaborative process will be established to explore the development of a regulatory mechanism under the Fisheries Act 1996 to

8: NGĀ RITENGA WHAKAŪ

provide for the management of customary food gathering by iwi with interests in the Whanganui River.

8.27 The participants in that collaborative process will be:

8.27.1 iwi with interests in the Whanganui River; and

8.27.2 the Ministry for Primary Industries.

8.28 The Te Awa Tupua legislation will provide a power for the making of regulations under the Fisheries Act 1996 in relation to the management of customary food gathering:

8.28.1 by iwi with interests in the Whanganui River; and

8.28.2 through the issuing of customary authorisations.

8.29 If the participants in the collaborative process agree that a regulation in relation to the management of customary food gathering for the Whanganui River is required:

8.29.1 those participants will give notice to the Minister for Primary Industries; and

8.29.2 the Minister will recommend the making of regulations for that purpose.

8.30 The empowering provision for the making of the regulations will be contained in the Te Awa Tupua legislation, but any regulations will be made under the Fisheries Act 1996.

TAONGA

8.31 The parties acknowledge that the Crown intends to undertake a review of the Protected Objects Act 1975.

8.32 In undertaking that review the Crown will:

8.32.1 engage with iwi with interests in Whanganui River and Te Pou Tupua; and

8.32.2 explore any proposed changes to interim custody arrangements and prima facie ownership in the context of Te Awa Tupua.

8.33 Pending the completion of that review:

8.33.1 any newly found taonga tūturu found in the Whanganui River will be held under the interim custodianship of Te Awa Tupua until ownership is determined under the Protected Objects Act 1975;

8.33.2 clause 8.33.1 will not apply where the Chief Executive of the Ministry for Culture and Heritage considers that alternative custody is appropriate in the circumstances (for example where conservation treatment is required);

8.33.3 the Ministry for Culture and Heritage will meet any costs agreed between the Ministry and Te Pou Tupua:

(a) associated with the remedial conservation or preservation of taonga tūturu found in the Whanganui River; but

(b) excluding costs associated with storage and security of taonga tūturu found in the Whanganui River;

8: NGĀ RITENGA WHAKAŪ

8.33.4 Te Pou Tupua will, in accordance with section 11(3) of the Protected Objects Act 1975, notify the Chief Executive of the Ministry for Culture and Heritage of newly found taonga tūturu found in the Whanganui River that is in the custody of Te Pou Tupua; and

8.33.5 the Chief Executive of the Ministry for Culture and Heritage will notify Te Pou Tupua of newly found taonga tūturu found in the Whanganui River that is in the custody of, or notified to, the Chief Executive.

8.34 Te Awa Tupua is deemed to be a registered collector of taonga tūturu in terms of section 14 of the Protected Objects Act 1975.

HERITAGE PROTECTION AUTHORITY

8.35 Te Awa Tupua is deemed to be a body corporate for the purpose of making an application to be a heritage protection authority under section 188 of the Resource Management Act 1991.

TE AWA TUPUA LEGISLATION

8.36 The Te Awa Tupua legislation will provide for the matters set out in clauses 8.1 to 8.35.

9 NGĀ PĀNUI WHAKAMĀRAMA

Definitions and general provisions

RURUKU WHAKATUPUA - DEED OF SETTLEMENT

- 9.1 This document together with Ruruku Whakatupua - Te Mana o Te Iwi o Whanganui comprise Ruruku Whakatupua, the deed of settlement between Whanganui Iwi and the Crown in respect of the settlement of the historical Treaty of Waitangi claims of Whanganui Iwi relating to the Whanganui River.

NON-DEROGATION AND RELATED PROVISIONS

Water

- 9.2 The Crown is presently engaged in a process of policy review and reform in relation to the management of freshwater in New Zealand that includes the consideration of issues relating to water use, allocation and rights and interests. That process includes discussions at a national level in which Whanganui Iwi are involved through, among other things, the Freshwater Iwi Leaders Group.
- 9.3 The Crown's position is that no one, including the Crown, owns water. While Whanganui Iwi does not view its relationship with water in terms of ownership in a strict sense, Whanganui Iwi considers that its rights and responsibilities in relation to the Whanganui River include interests of a proprietary nature, and reciprocal responsibilities, in relation to water.
- 9.4 The parties agree that this settlement is not intended to derogate from the freshwater policy review process nor is it intended to resolve the issue of rights and interests in water.
- 9.5 Consistent with clauses 9.2 to 9.4 and to avoid doubt:
- 9.5.1 the vesting of the Crown-owned parts of the bed of the Whanganui River in Te Awa Tupua under clause 6.1 does not create or transfer a proprietary interest in water;
 - 9.5.2 Te Pou Tupua's consent is not required for the use of water, although a consent authority under the Resource Management Act 1991 may determine that Te Pou Tupua is an affected person in respect of resource consents relating to water;
 - 9.5.3 Te Pou Tupua's consent may be required separately as the landowner in relation to the use of the bed of the Whanganui River; and
 - 9.5.4 except as expressly provided for, nothing in this settlement creates, limits, transfers, extinguishes or otherwise affects any rights or interests in water.
- 9.6 The parties acknowledge that the position referred to in clause 9.5.2 may change in the future (including in the context of the freshwater policy review process referred to in clause 9.2) and this settlement does not preclude any such change.

9: NGĀ PĀNUI WHAKAMĀRAMA

Other matters

- 9.7 The vesting of the Crown-owned parts of the bed of the Whanganui River in Te Awa Tupua under clause 6.1 does not create or transfer a proprietary interest in wildlife, fish, aquatic life, seaweeds or plants (except for those plants attached to the bed).
- 9.8 Except as expressly provided for, nothing in this settlement:
- 9.8.1 derogates from any existing private property rights in the Whanganui River;
 - 9.8.2 creates, limits, transfers, extinguishes or otherwise affects any rights or interests in wildlife, fish, aquatic life, seaweeds or plants; or
 - 9.8.3 affects the application of statutory frameworks, including decision-making under the Resource Management Act 1991.
- 9.9 Nothing in this settlement:
- 9.9.1 affects the ability for a group to:
 - (a) apply for or be granted customary marine title or protected customary rights under the Marine and Coastal Area (Takutai Moana) Act 2011; or
 - (b) apply for or be granted aboriginal title or customary rights in relation to the Whanganui River;
 - 9.9.2 settles the historical Treaty of Waitangi claims of Whanganui Iwi other than in relation to the Whanganui River;
 - 9.9.3 settles the historical Treaty of Waitangi claims of any other iwi in relation to the Whanganui River or otherwise;
 - 9.9.4 extinguishes or limits any extant aboriginal title or customary rights of Whanganui Iwi or any other iwi; or
 - 9.9.5 usurps the mana of, or the exercise of customary rights and responsibilities by, any iwi or hapū with interests in the Whanganui River.
- 9.10 Clause 9.11 applies where:
- 9.10.1 a consent authority under the Resource Management Act 1991 determines that Te Pou Tupua is an affected person in relation to an application for resource consent relating to the Whanganui River or activities in the catchment affecting the Whanganui River; and
 - 9.10.2 Te Pou Tupua gives written approval in relation to that application.
- 9.11 Where clause 9.10 applies, and despite sections 95D(e) and 104(3)(a)(ii) of the Resource Management Act 1991, the consent authority must not disregard any relevant effects on the Whanganui River.

9: NGĀ PĀNUI WHAKAMĀRAMA

9.12 The parties acknowledge that:

9.12.1 there will be future Treaty settlements with Whanganui Iwi groups in relation to lands within the Whanganui River catchment and with other iwi with interests in the Whanganui River; and

9.12.2 those settlements will include consideration of matters relating to the Whanganui National Park and the Tongariro National Park in which parts of the Whanganui River are located.

9.13 The parties agree to engage with each other and with other relevant iwi at the appropriate time to discuss the potential interrelationship between Te Pā Auroa nā Te Awa Tupua and any future arrangements being considered for the Whanganui National Park or the Tongariro National Park and any related issues that need to be addressed.

DEFINED TERMS

9.14 In this document:

9.14.1 "**accredited hearing commissioner**" has the same meaning as in section 2 of the Resource Management Act 1991;

9.14.2 "**adjoining land**" means any land which in the past, or the future, had or has a water boundary with the Whanganui River whether or not the land is physically adjacent to the bed;

9.14.3 "**alienated**" means sold, gifted or otherwise transferred, but does not include the granting of a lease, easement, licence or other lesser interest for a term (including any renewals) of less than 35 years;

9.14.4 "**bed**" means the space of land which the waters of the Whanganui River cover at its annual fullest flow without overtopping its banks and includes the subsoil, the plants attached to the bed, the space occupied by the water and the airspace above;

9.14.5 "**business day**" means a day that is not:

(a) a Saturday or a Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or

(c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or

(d) a day that is observed as the regional anniversary day in:

(i) Wellington; or

(ii) Whanganui;

9.14.6 "**commencement date**" means the date or dates specified in the Te Awa Tupua legislation for the commencement of the matters provided for in Te Pā Auroa nā Te Awa Tupua;

9: NGĀ PĀNUI WHAKAMĀRAMA

- 9.14.7 "**conservation legislation**" means the Conservation Act 1987 and the Acts listed in Schedule One to that Act;
- 9.14.8 "**conservation statute**" means any Act that comes within the definition of conservation legislation;
- 9.14.9 "**Crown**" has the meaning given to it by section 2(1) of the Public Finance Act 1989;
- 9.14.10 "**Crown owned parts**" of the bed of the Whanganui River means those parts of the bed of the Whanganui River that were, immediately prior to the vesting under clause 6.1, owned by the Crown and held under:
- (a) the Conservation Act 1987;
 - (b) the Reserves Act 1977;
 - (c) the National Parks Act 1980; or
 - (d) the Land Act 1948;
- 9.14.11 "**document**" means this document, Ruruku Whakatupua - Te Mana o Te Awa Tupua;
- 9.14.12 "**deed of settlement**" means Ruruku Whakatupua, the deed of settlement between Whanganui Iwi and the Crown in relation to the settlement of the historical Treaty of Waitangi claims of Whanganui Iwi relating to the Whanganui River comprising:
- (a) this document, Ruruku Whakatupua - Te Mana o Te Awa Tupua; and
 - (b) Ruruku Whakatupua - Te Mana o Te Iwi o Whanganui;
- 9.14.13 "**government department**" means a department as defined in section 27A of the State Sector Act 1988;
- 9.14.14 "**health and wellbeing**" includes environmental, social, cultural and economic health and wellbeing;
- 9.14.15 "**iwi with interests in the Whanganui River**" includes Whanganui Iwi, Ngāti Tuwharetoa, Ngāti Maniapoto, Ngāti Rereahu, Ngāti Maru, Ngāti Ruanui, Ngā Rauru Kītahi and Ngāti Apa;
- 9.14.16 "**iwi and hapū with interests in the Whanganui River**" includes:
- (a) Whanganui Iwi, Ngāti Tuwharetoa, Ngāti Maniapoto, Ngāti Rereahu, Ngāti Maru, Ngāti Ruanui, Ngā Rauru Kītahi and Ngāti Apa; and
 - (b) those hapū of Whanganui Iwi, Ngāti Tuwharetoa, Ngāti Maniapoto, Ngāti Rereahu, Ngāti Maru, Ngāti Ruanui, Ngā Rauru Kītahi and Ngāti Apa who have interests in the Whanganui River;
- 9.14.17 "**Minister**" means a Minister of the Crown;

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- 9.14.18 "**mixed ownership model company**" means a mixed ownership model company listed in Schedule 5 of the Public Finance Act 1989;
- 9.14.19 "**Ngā Tāngata Tiaki o Whanganui**" means the trust established on 4 August 2014 as the post-settlement governance entity for Whanganui Iwi for the purposes of this settlement and, where the context requires, means the trustees from time to time of that trust in their capacity as trustees;
- 9.14.20 "**person**" includes an individual, a corporation sole, a body corporate, and an unincorporated body;
- 9.14.21 "**relevant local authorities**" means (as the context requires) one, some or all of:
- (a) Horizons Regional Council;
 - (b) Whanganui District Council;
 - (c) Ruapehu District Council; and
 - (d) Stratford District Council;
- 9.14.22 "**relevant local government legislation**" means the Local Government Act 2002, Local Government Official Information and Meetings Act 1987, the Local Authorities (Members' Interests) Act 1968 and other relevant legislation that applies to a joint committee;
- 9.14.23 "**Resource Management Act 1991 planning document**" means a regional policy statement, regional plan or district plan;
- 9.14.24 "**settlement**" means the settlement provided for through the deed of settlement;
- 9.14.25 "**state owned enterprise**" means a state enterprise listed in Schedule 1 of the State Owned Enterprises Act 1986;
- 9.14.26 "**Te Awa Tupua legislation**" means the legislation referred to in Part 12 of Ruruku Whakatupua - Te Mana o Te Iwi o Whanganui;
- 9.14.27 "**Te Awa Tupua register**" means the register of hearing commissioners referred to in Part 8 of this document;
- 9.14.28 "**Te Awa Tupua status**" means the status of Te Awa Tupua as provided for in clauses 2.1 and 2.2 of this document;
- 9.14.29 "**Te Heke Ngahuru ki Te Awa Tupua**" and "**Te Heke Ngahuru**" means the strategy referred to in clause 4.1 of this document;
- 9.14.30 "**Te Karewao**" means the advisory group referred to in clause 3.20 of this document;
- 9.14.31 "**Te Kōpuka nā Te Awa Tupua**" and "**Te Kōpuka**" means the group referred to in Part 5 of this document;

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- 9.14.32 "**Te Pā Auroa nā Te Awa Tupua**" means the framework referred to in clauses 1.1 and 1.2 of this document;
- 9.14.33 "**Te Pou Tupua**" means the singular role exercised jointly by two persons as provided for in Part 3 of this document;
- 9.14.34 "**Te Korotete o Te Awa Tupua**" means the fund provided for in Part 7 of this document;
- 9.14.35 "**Tupua te Kawa**" means the values set out in clause 2.7 of this document;
- 9.14.36 "**use of water**" for the purposes of clause 9.5.2 includes the use, taking, damming and diverting of, or discharging into, water, but does not include the use of land (including the bed of the Whanganui River) or the erection of structures;
- 9.14.37 "**water boundary**" means that term as defined by rules made by the Surveyor General by notice in the *Gazette*, pursuant to section 49 of the Cadastral Survey Act 2002;
- 9.14.38 except as provided for in clause 6.7, "**Whanganui River**" means:
- (a) the body of water known as the Whanganui River flowing continuously or intermittently from its headwaters to the mouth of the Whanganui River on the Tasman Sea and located within the Whanganui River catchment;
 - (b) all tributaries, streams and other natural watercourses flowing continuously or intermittently into the body of water described in clause 9.14.38(a) and located within the Whanganui River catchment;
 - (c) lakes and wetlands connected continuously or intermittently with the bodies of water referred to in clauses 9.14.38(a) and (b) and all tributaries, streams and other natural watercourses flowing into those lakes and wetlands; and
 - (d) the beds of the water bodies described in clauses 9.14.38(a) to (c); and
- 9.14.39 "**Whanganui River catchment**" means the area shown on the Whanganui River catchment map contained in Te Tiripou - the schedule to this document.
- 9.15 For the purposes of clauses 3.9.1, 3.22.2 and 5.9.2:
- 9.15.1 references to the "**iwi with interests in the Whanganui River**" means those iwi acting in a collective capacity through their respective iwi organisations; and
- 9.15.2 Whanganui Iwi will engage with the other iwi with interests in the Whanganui River to develop appropriate processes for the exercise of such collective actions.

TE AWA TUPUA LEGISLATION

9.16 The Te Awa Tupua legislation will provide for the matters set out in:

9.16.1 clause 9.5;

9.16.2 clauses 9.7 to 9.11; and

9.16.3 clauses 9.14 and 9.15.

EXECUTION PAGES

SIGNED as a deed on 5 August 2014

SIGNED for and on behalf
of **WHANGANUI IWI** by
the mandated signatories in the
presence of:

Dardanella Metekingi-Mato

Julie Te Turi Ranginui

John Niko Maihi

Brendon Te Tiwha Puketapu

Te Kenehi Robert Mair

WITNESSES

Name:

Occupation:

Address:

EXECUTION PAGES

WITNESSES (continued)

Name:
Occupation:
Address:

EXECUTION PAGES

SIGNED for and on behalf of **THE CROWN** by:

The Minister for Treaty of Waitangi
Negotiations in the presence of:

Hon Christopher Finlayson QC

WITNESS

Name:

Occupation:

Address:

The Minister of Finance
(only in relation to the tax indemnities)
in the presence of:

Hon Simon William English

WITNESS

Name:

Occupation:

Address:

TE TIRIPOU

Schedule - Whanganui River Catchment Map

