
Thursday, 9 June 2022

Te Hui o Te Kaunihera ā-Rohe o Heretaunga

Hastings District Council

Council Meeting

Kaupapataka

Agenda Item 5 – Attachment

Vol 2 – Annual Plan 2022/23 Submissions

Te Rā Hui:
Meeting date: **Thursday, 9 June 2022**

Te Wā:
Time: **9.00am**

Te Wāhi:
Venue: **Council Chamber
Ground Floor
Civic Administration Building
Lyndon Road East
Hastings**

**Watch Council meetings
streamed live on our website
www.hastingsdc.govt.nz**

HASTINGS DISTRICT COUNCIL
207 Lyndon Road East, Hastings 4122 | Private Bag 9002, Hastings 4156
Phone **06 871 5000** | www.hastingsdc.govt.nz
TE KAUNIHERA Ā-ROHE O HERETAUNGA

ITEM	SUBJECT	PAGE
5.	ANNUAL PLAN 2022/23 AND DEVELOPMENT CONTRIBUTIONS POLICY - CONSIDERATION OF SUBMISSIONS	
	Attachment 2: Vol 2 Annual Plan Submissions 2022-23	3

Sub #58



The Te Mata Park Trust Board

Under Deed of Trust, 1927 | Registered Charity #CC25560

PO Box 8151, Havelock North 4157
www.tematapark.co.nz

Submission for funding Hastings District Council May 2022

EFFLUENT AND WATER INFRASTRUCTURE

Introduction

As one of the most visited landmarks in Hawke's Bay with 1 million visits annually, there is no doubt that Te Mata Park is experiencing significant growth pressures.

These increasing pressures have resulted in funding challenges. With some innovation & tactical fundraising, we have navigated a successful path of external funding avenues to ensure we can meet our day-to-day operational budget requirements.

However, for many years we have experienced increasingly problematic issues with our **water & effluent infrastructure** that support both Peak House and the Main Gates toilet block. This is a direct impact from the vast numbers of people visiting the Park. It is now at a critical point.

There is no doubt that our water maintenance challenges have increased considerably since the addition of the Main Gates toilet block. The increasing popularity of Peak House as a visitor destination is also causing additional strain.

Safety and enjoyment of park users is of utmost priority. Due to the dilapidated state of our infrastructure and increasing numbers of people visiting the Park & Peak House, we are currently failing to meet our health & safety requirements. It is also impacting on park users' enjoyment of the Park and puts additional pressure on our operational budget.

We have obtained expert feedback and analysis from EMS (for effluent) and Harris Pumps (for water mgmt.). There have been a multitude of breakdowns and repairs required over the years. It is clear that the issues need to be addressed now, in conjunction with a feasibility study of Peak House. More information is included below with regards to the history and suggested solutions.

We are very grateful to Hastings District Council for the annual financial support of our management costs however we would appreciate consideration of additional one-off funding towards our essential services, through your Annual Plan. We are asking for \$115,000.



The Te Mata Park Trust Board

Under Deed of Trust, 1927 | Registered Charity #CC25560

PO Box 8151, Havelock North 4157
www.tematapark.co.nz

Item 5

Hastings District Council support:

We ask that Councillors consider the following contribution to support the infrastructure at Te Mata Park:

Item	Te Mata Park Trust contribution	HDC contribution
Water infrastructure solution – connecting Te Mata Park and Peak House to town water supply – total cost \$100,000	\$50,000	\$50,000
Effluent solution – connecting Peak House and the Main Gates toilet block to town sewerage – total cost \$90,000	\$45,000	\$45,000
Peak House Feasibility Report – total cost \$40,000	\$20,000	\$20,000
TOTAL	\$115,000	\$115,000

If successful, Te Mata Park Trust will pay our contribution through reserves and charitable trust donations.



The Te Mata Park Trust Board

Under Deed of Trust, 1927 | Registered Charity #CC25560

PO Box 8151, Havelock North 4157
www.tematapark.co.nz

ADDITIONAL INFORMATION

Current Funding Model and Support

- Current support HDC: \$120,000 per annum (funds PT Manager, PT Communications & Education Coordinator, Funding Coordinator, accountancy fees, lawyer fees, admin costs, etc)
- Current support HBRC: \$122,990 per annum (equates to 2 x 0.5 FTE caretakers)
- Funds are also generated through Peak House rent, Triple Peaks and Unison / Vodafone rent.

Our OPEX, based on a very lean budget, for 2021 – 2022 is \$416,592, which does not account for one off projects. The Park Trust estimates that at least \$500,000 is required to run the Park effectively per year.

Additionally, the Park Trust is working hard to strengthen our volunteer base, with regular working bees and planting days – with schools, local clubs, businesses, families and individuals. On an average year, volunteers contribute a total of at least 1800 hours, through our various volunteer groups and Rongoa roopu. This does not include Trustee time, which is voluntary and would exceed 500 hours per year.

Background of Infrastructure Challenges

The heightened number of visitors to Te Mata Park is impacting considerably on both our water and effluent infrastructure. They are requiring ongoing investment & patch-up jobs to overcome the regular malfunctions.

In summary:

Water Infrastructure

Current system:

On an automated system. Two bores, submersible pumps with water going up via pipelines to tanks at the saddle (servicing the water fountain and also water is



The Te Mata Park Trust Board

Under Deed of Trust, 1927 | Registered Charity #CC25560

PO Box 8151, Havelock North 4157
www.tematapark.co.nz

then gravity fed via pipes back down to Peak House) and also to a tank at the Main Gates, which services the Main Gates Toilet block. There is a UV filtration system at the saddle and also at Peak House. These require regular maintenance and upkeep.

Current challenges and costs incurred:

The two low yielding bores are struggling to keep up with current use. Both bores only yield a limited amount of water and due to the limited power supply only one submersible pump runs at a time. We have run out of water on numerous occasions and had electrical/pipe faults that have required fixing. There is no doubt that our maintenance challenges have increased since the addition of the Main Gates toilet block.

Over the last two years, Bourke's Contracting have been required to fill the water tanks (due to a malfunctioning pump system) on multiple occasions (approx. 10 times), of great expense to the Park Trust.

A recent history:

December, 2020 – leak in system causing no water to Peak House or toilet block. Temporary pump installed to create additional support for getting water up to the tanks and ongoing investigations in to location of leak.

February, 2021 – investigations underway to install temporary pumps at pump shed to enable water to get to the tanks.

March, 2021 – replaced entire pipeline from pump shed to water tanks as leak could not be sourced

December, 2021 and January, 2022 – fault with float switch, requiring repairs to the control system for the surface pump and diagnostics work. Several repair jobs required. Also required manual operation of the pump, as would not function automatically.

March 2022 – pipe burst above Peak House, requiring urgent repairs. Water also stopped at water fountain due to change in pressure.

Feedback from the expert

Comments from **Keith Gosney of Harris Pumps:**



The Te Mata Park Trust Board

Under Deed of Trust, 1927 | Registered Charity #CC25560

PO Box 8151, Havelock North 4157
www.tematapark.co.nz

Item 5

“The system has temporarily been rigged to operate but most of the infrastructure is now very old and in poor condition and is only just hanging in. The Council ablution block takes priority over the water supply so on a big day in the park this would represent very little water getting up to the high tank. The system has always struggled but now has a far bigger demand on it. If a more sustainable supply is not found and the ongoing lack of maintenance is not addressed there will be a total failure of the water system as per previous correspondence.”

“We know that the system has been like this for many years, but every time a new facility is added (ablution block/drinking fountain/change in the operation of Peak House) the system is put under more pressure leading to wear and tear and eventually mechanical failure. Regrettably the system has only ever been patched up over the years and often as a matter of urgency. There is limited water available and both bores are now being stretched.”

Suggested Solution

We have explored the option of drilling a new bore, replacing the pumps and electrics / pipework. The estimate in 2021 was \$108,000, from Harris Pumps and Honnor Drilling. *However* it would still result in the ongoing challenge of a lack of water in the vicinity and potential future ongoing maintenance/improvements challenges. It is not an ideal long term solution. We would rather have a secure water supply that isn't subject to possible contamination or accessibility issues.

It is preferred that, in conjunction with the Asset Management team at HDC, we connect Peak House and the Main Gates area to town water supply. The estimate at this stage is \$100,000.

Effluent System

Current system

There is a septic tank system at both the Main Gates toilets and at Peak House. The system at Peak House has had a few upgrades over the years (noting that the building was constructed in 1967). There is a grease trap and effluent field beneath Peak House, in amongst the native trees. The tenant at Peak House is ensuring that no grease goes down the drain and they are wiping greasy dishes with paper towels and disposing in the rubbish bin. We are using magnesium hydroxide and peat in the Peak House septic tank unit, to reduce the odour.



The Te Mata Park Trust Board

Under Deed of Trust, 1927 | Registered Charity #CC25560

PO Box 8151, Havelock North 4157
www.tematapark.co.nz

Current challenges and costs incurred

Both systems are struggling to keep up with demand. We receive regular complaints from park users about the foul odour at both the Main Gates toilet block and Peak House. The effluent field and soakaway trench beneath Peak House is overwhelmed, causing untreated sewerage to drain across a walking track beneath Peak House. The current system is not fit for busy commercial use.

Due to the regular issues with foul odour at Peak House, we need to pay Flanders \$785 every 6 weeks to clean the septic tanks and grease trap. The affected walking tracks have required maintenance and may require possible closure due to the health and safety risk. We have also replaced the septic tank lids which were deteriorating and have had plumbers in to clean out & alter the outlet pipes.

Possible Solution

We have explored the option of replacing the septic tank system and effluent field, however this is not a practical long term solution and still creates ongoing maintenance issues for the Park Trust. We have engaged Steve Crockford from EMS to identify an alternative solution – to take effluent from Peak House and the Main Gates toilet block, down to the nearest town sewerage system at Tauroa Rd end. See below for details.

Feedback from the expert

Comments from **Steve Crockford of EMS**

“The septic system serving the Peak House has been failing for as long as I can remember, the only reprieve being the times of no occupancy. After surveying the site with a view to providing an Onsite septic tank solution it is our professional opinion that any Onsite system is too risky.

For example,

- 1. There are two potable supply wells in the catchment below the restaurant.*
- 2. The problem is in the middle of human activity areas.*
- 3. The soil type and topography pose real challenges for sustainable effluent application.*
- 4. The seasonal wastewater volumes from the restaurant are increasing so may well exceed any new Onsite system design perimeter.*
- 5. Any system installed would be below the outdoor entertainment areas of the restaurant and therefore would have the potential to cause odours during high use scenarios.*



The Te Mata Park Trust Board

Under Deed of Trust, 1927 | Registered Charity #CC25560

PO Box 8151, Havelock North 4157
www.tematapark.co.nz

Item 5

However, an **Offsite solution** is definitely achievable.

We have surveyed the site and can confirm that with care, it is possible to install a small bore (63mm OD MDPE) all the way from the Peak House to HDC utilities adjacent to the Tauroa Road Toilet block.

When we installed the system that is currently serving the Public amenities at Peak Park we installed a “just in case” pipe within a duct under Te Mata Peak Road so there is no issue getting a pipe across the road. From there we propose to connect to the pipe that transports effluent from the public toilet system to the existing effluent application trenches.

The effluent application trenches would then become redundant because the effluent would now be redirected “offsite” to Tauroa Rd HDC utilities as per the attached concept drawings.

The method of installation through the newly planted slopes will be mole plough so we anticipate minimal loss of newly planted shrubs (with care we could remove and replant as required).

This Offsite option offers real advantages because:

1. It removes the health and safety risk of effluent discharge within the Public recreation areas surrounding the peak House and also adjacent to the Peak car park.
2. Any increase in patronage is easily accommodated.
3. The major obstacle of crossing Te Mata Peak Road has already been addressed.
4. There is no need to carry out earthworks or trenching through the Peak carpark area because we will be utilising an existing pipe.
5. If the project is given approval before the newly planted shrubs grow too big there will be minimal disruption.
6. Effluent from the public amenities will also be redirected off site.

** Please see accompanying imagery for location of pipework.

Peak House Feasibility Study

The Park Trust is aware that Peak House requires an assessment to determine the best long term solution for ensuring its viability as a commercial premises and also as a revenue stream for the Park Trust. Currently Peak House is creating an expense for the Park with ongoing maintenance challenges.

The Park Trust would like to undertake a detailed Feasibility Study to identify and consider the issues and opportunities for Peak House and how this meets the Trust’s purpose. It will also address management and operational



The Te Mata Park Trust Board

Under Deed of Trust, 1927 | Registered Charity #CC25560

PO Box 8151, Havelock North 4157
www.tematapark.co.nz

modelling and have a clear understanding of how this building can be a better investment for the Trust.

We would engage a local company and anticipate the cost to be approx. \$40,000. We are aware that before we invest heavily in the infrastructure, an assessment of the future sustainability of Peak House should be completed.

In Summary

We would appreciate the opportunity to speak at the hearing.

There is a distinctive overlap of recreational and environmental values between Hastings District Council and Te Mata Park Trust. With common goals of our offering to the wider public, we hope to continue working closely with you for upcoming years.

Thank you for considering our submission.

We value the support of Hastings District Council and look forward to working with you as one of our key stakeholders.

#58

Item 5



58

Item 5



5/16/22, 2:10 PM

Wufoo - Entry Detail

Sub # 59

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 2:07:36 pm

IP ADDRESS



Title

Ms

* Name

Sophie Blake

* Address

Hastings
4102
New Zealand

* Contact phone number

0272910795

Email

sophie@hoy.kiwi

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

Horse of the Year supporting the purchase of the grounds and support that can be offered.

Please tell us your views here (Alternatively you can attach a document below)

Letter attached

letter_of_support_hdc_hoyl_22.pdf

<https://app.wufoo.com/entry-manager/2123/entries/63>

1/1

Item 5

59

Horse of the Year (HB) Ltd
Kuku St
Te Awanga
Hastings 4102

16th May 2022

Mayor Sandra Hazlehurst and Councillors
Hastings District Council
207 Lyndon Road East
Hastings 4122

On behalf of Horse of the Year (HB) Ltd and the Event Team, we write in support of the purchase of Tomoana Showgrounds Hawkes Bay. The Showgrounds and Hastings have been home to the Horse of the Year Event for 25 Years.

Protecting the heritage and enhancing the beauty of the grounds is of high importance. Working together for those who call the grounds home or enjoy what it offers makes us stronger. Strengthening the support opens doors to national sporting bodies and funding, ensuring longevity and opportunity. Together we can make these grounds great.

We would like the opportunity to present to the council at the hearing to discuss and share our ideas and opportunities. If you require particular insight or information, please let us know. These are very exciting times, and we look forward to working with Hastings District Council and the people to make the Tomoana Showgrounds great.

We wish to be heard at the hearing.

Regards

Tim Aitken
Chairman
chair@hoy.kiwi
027 4724587

Sophie Blake
Event Director
sophie@hoy.kiwi
027 2910795

LAND ROVER HORSE OF THE YEAR



5/16/22, 1:39 PM

Wufoo · Entry Detail

Sub #60

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 12:33:57 pm

IP ADDRESS



Title

The Climate Impact Hub Submission to Draft Annual Plan

* Name

Silke Whittaker

* Address

Silke Whittaker is submitting on behalf of The Climate Impact Hub Collective as Project Administrator
1004 Karamu Road North, Hastings
Hastings
4122
New Zealand

* Contact phone number

Email

silke.whittaker@environmentcentre.org.nz

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

Purchase of the Tomoana Showgrounds and General Support of The Climate Impact Hub by Council

Please tell us your views here (Alternatively you can attach a document below)

Please find attached PDF document outlining our views and requests. Please do let me know if you are unable to open the document or require a different format. Many thanks and best wishes
Silke Whittaker

the_climate_impact_hub_submission_to_council_may_2022.pdf

<https://app.wufoo.com/entry-manager/2123/entries/59>

1/1

Item 5



Submission

Tōmoana Showgrounds purchase in draft Annual Plan 2022-23.

PREPARED BY: The Climate Impact Hub
1004 Karamu Road North
HASTINGS

SUBMITTED TO: Hastings District Council
Private Bag 9002
HASTINGS

Introduction

The Climate Impact Hub Collective welcomes the opportunity to comment on the possible purchase of Tōmoana Showgrounds by the Hastings District Council in line with their draft Annual Plan 2022-23.

The Climate Impact Hub is led by a collective of organisations i.e. Nourished for Nil, Sustaining Hawkes Bay Trust (Environment Centre Hawkes Bay) and Re-Source. These organisations are registered charities who collectively have 37 years of experience delivering social and environment focused community projects.

The Climate Impact Hub Collective wish to make the following comments on specific areas of the proposal

General Comments

1. Collectively we support the purchase of the Tōmoana Showgrounds.
2. Climate change is upon us. For many years scientists have warned us about the catastrophic results on the climate if the world reaches average temperatures of 1.5°C above pre-industrial levels. Global temperatures have risen by 1.1°C (according to the World Research Institute) so far. In Hawke's Bay we are already seeing an increase in natural disasters such as flooding, drought, sea level rise and other events. The IPCC report 2022 warned that the world is set to reach the 1.5°C level within the next two decades. Drastic cuts in emissions are needed to stop climate change - something we already know and that governments and businesses around the world are already working towards. However, the report warned that if not enough is done, **the world is close to reaching tipping points** on climate change, meaning that we will have gone beyond the point where the damage can be repaired.



3. Purchasing Tōmoana Showgrounds is an opportunity to grow new solutions, to create an economy and community facility based on the pillars of the UN Sustainable Development Goals. The Sustainable Business Network has suggested that the Government (both central and local) should only invest in initiatives that reduce carbon, pollution and waste, and directly improve the wellbeing of every New Zealander throughout the multi-generational long term. We agree with this suggestion and think it should be applied to the purchase of the Tōmoana Showgrounds.
4. Our climate challenge today is bigger than any one of us. As a result a group of organisations have joined together to create "The Climate Impact Hub". The Climate Impact Hub will be a place to enhance the region's knowledge and capacity to deliver on their climate and sustainable development goals at an individual, household, community, business and industry level, combining Mātauranga Māori and western science. It will be a place where we can build awareness of current local and global issues, join in the movement for economic, social and environmental sustainability, focusing on regenerative food systems, biodiversity, and a circular economy with Zero Waste in Hawke's Bay. It will be a place where connections are made, where we can share and learn together, and all benefit faster. Our place, developed by and for the Bay, yet joining us with a wider world. It'll evolve and grow dynamically and uniquely, as we explore and discover our best way forward. Right now, the first small steps are the ones that matter. Our first step is to find land to develop the Hub and surrounding show case for regenerative farming, a native tree nursery and food forest. We would like the opportunity to present this vision to the Council as part of our submission. We believe the Tōmoana Showgrounds is the perfect location for this Hub.
5. We would like to see the heritage trees remain at the Tōmoana Showgrounds and more planting developed. We would not like to see unsustainable enterprises being developed on the grounds as this would take us further away from the Sustainable Development Goals, regenerative and resilient practices.
6. We support wetlands being developed for storm water. We would like this to be extended to showcase urban raingardens and similar practices in the surrounding suburb. This could demonstrate and show case innovative water saving techniques as well as maintain greening during drought.
7. This is an opportunity to take action that leads us towards the Sustainable Development Goals and show cases our region in the climate action space.

EnvironmentCentre
Hawke's Bay

Nourished
for Nil



The Climate Impact Hub Collective thanks Hastings District Council for the opportunity to provide this submission. We do wish to be heard in support of this submission.

Emma Horgan-Heke
CEO
Sustaining Hawkes Bay Trust
(Environment Centre Hawke's Bay)

Christina McBeth
Founder
Nourished for Nil

Nadine Gaunt
Founder
Re-Source

5/16/22, 1:40 PM

Wufoo - Entry Detail

Sub #61

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 12:48:04 pm

IP ADDRESS



Title

Ms

* Name

Gina Wishart

* Address

C/-Tainui Reserve Trust
Room 15, 121 Russell Street North
Hastings
4122
New Zealand

* Contact phone number

Email

gina@centralbuildingsurveyors.co.nz

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

No

What are the main topics you wish to feedback on?

Russell Street Proposed CBD Hospitality Area Upgrade

Please tell us your views here (Alternatively you can attach a document below)

Please find attached letter of support for this upgrade of footpath/roadway from some of the local hospitality business owners in Russell Street North, Hastings.

This relates to the proposed extension of hospitality area on footpath and road upgrade at Russell Street North, Hastings.

letter_for_hdc_planningsigned.pdf

<https://app.wufoo.com/entry-manager/2123/entries/60>

1/1

Item 5

#61

Item 5

4 May 2022

Rachel Stuart
Hastings District Council
Parks Planning and Development Manager

Dear Rachel,

Many thanks for meeting us recently to discuss extending the CBD Hospitality area in Russell Street North.

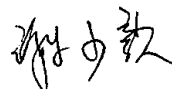
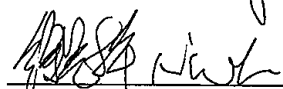
The new and existing hospitality businesses in Russell Street opposite the Inter City Bus depot — Deli Roast, Cranky Chicken, Pizza Man and Subway — are very excited about the proposed beautification changes to our street (i.e. footpath extension and roading upgrade); we think these proposed will add to the city's vibrancy and bring people to the city centre.

We also think the proposed changes will showcase some of our most beautiful heritage buildings on the north side of Heretaunga Street.


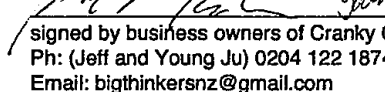
We have invested significant funds to fit out and ensure the future viability of our businesses and we are committed to Hastings.

We look forward to working with you.

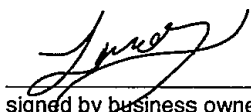
We the undersigned:

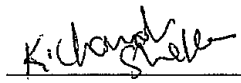
signed by business owners of Deli Roast
Ph: (Nick and Sharon) 027 515 5583
Email:

signed by business owners of Cranky Chicken
Ph: (Jeff and Young Ju) 0204 122 1874
Email: bigthinkersnz@gmail.com



signed by business owners of Pizza Man
Ph: (Luke Mason) 022 317 4700
Email: l.k.d.mason@gmail.com



signed by business owners of Subway

Ph: 0221624936

Email: chandrashekar_206@yahoo.co.in

5/16/22, 1:39 PM

Wufoo - Entry Detail

Sub# 62

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED

IP ADDRESS



PUBLIC

May 16th 2022, 12:03:46 pm



Title

(No response)

* Name

Ryan Hambleton

* Address

480 Gloucester Street
Pettigrew.Green Arena, Level 1
Taradale
Napier
4112
New Zealand

* Contact phone number

Email

ryanh@sporthb.net.nz

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

(No response)

Please tell us your views here (Alternatively you can attach a document below)

(No response)

hastings_district_council_2022_annual_plan_submission_sport_hawkes_bay.pdf

<https://app.wufoo.com/entry-manager/2123/entries/58>

1/1

Item 5



#62

13 May 2022

Hastings District Council Annual Plan Submission

Introduction

Sport Hawke's Bay is a charitable trust that exists to enhance the health and wellbeing of Hawke's Bay by influencing, enabling and supporting our communities to be more physically active.

We are committed to supporting young people; tamariki and rangatahi (aged 5-18) and less active communities - geographic or social communities where there are barriers to engaging in physical activity across the Hawke's Bay region.

Councils across our region are playing a key role in enhancing the health and wellbeing of all residents.

We will continue to focus on lifting physical activity levels, specifically in relation to the two key areas mentioned while also ensuring there is no reduction of the activity levels of others living in Hawke's Bay. By doing this, we believe we will have the greatest possible impact on wellbeing. We achieve our outcomes by aligning our investment through partnerships, funds and programmes to our strategic priorities set out in our four-year strategic plan.

We believe that working together towards a collective goal will have the greatest possible impact on wellbeing for all Hawke's Bay residents.

Investment in the community by Hastings District Council

Sport Hawke's Bay acknowledges our long-standing partnership with Hastings District Council.

We would like to acknowledge the ongoing commitment made by Council to enhance opportunities for our community to be active through play, active recreation and sport through investment in facilities and open spaces such as:

- Continuing to make improvements to the Rotary Cycleway network,
- Leading playground development including the recent consultation on improvements to the Westshore Playground and surrounding areas,
- Supporting indoor court developments and improvements including the Flaxmere Community Centre and the Hawke's Bay Community Fitness Centre Trust
- Working alongside Basketball Hawke's Bay, Basketball NZ and Sport Hawke's Bay to complete the Hoops in Parks projects in Flaxmere

Sports House, Pettigrew Green Arena, 480 Gloucester Street
PO Box 7537, Taradale, Napier, 4141
P 06 845 9333 | F 06 845 3983 | E active@sporthb.net.nz
sporthb.net.nz





Sport Hawke's Bay is committed to supporting the Hastings District Council to find the best outcomes for the community and look forward to working alongside Officers to support less active communities, either geographic or social communities, where there are barriers to engaging in physical activity.

Sport Hawke's Bay supports the Council on community-led developments as it works to increase vibrancy across the Hastings District, in particular:

- The completion of the Flaxmere Park skate plaza
- Playground developments in Lyndhurst, Ron Giorgi III and St. Leonards
- Development of new sporting facilities in Te Awanga
- Improving accessibility to playground equipment at Cornwall Park

The purchase of the Tōmoana Showgrounds will be of benefit to those who live in Hawke's Bay. Open spaces play an important role in ensuring we have an active and well community. Across the region there is a desire to increase the understanding of how to meet the needs of a growing population. Many areas of Hawke's Bay are experiencing significant pressure for open spaces and sports fields. We support Council in the proposed purchase of the Tōmoana Showgrounds and the commitment to keep it protected as a park for all time.

Future of Play, Active Recreation and Sport

Sport Hawke's Bay thanks Council for their ongoing commitment to the play, active recreation and sport sector. We would like to acknowledge the work completed by Council Officers in the development of the Community Plans, using a co-designed approach to ensure that communities are able to be active in a way that suits them. We would also like to thank Council Officers who have contributed to and provided valuable insights and input into the Regional Disability Strategy for Play, Active Recreation and Sport.

Regional Spaces and Places

Sport Hawke's Bay would like to acknowledge the commitment from Council Officers to work collaboratively with other Territorial Authorities in the establishment of a Regional Spaces and Places Steering Group.

We believe that there is an opportunity for a regional approach for facility planning, funding new facility developments and for maintaining existing facilities that meet international, national and regional status. Decisions on investment in facilities that are regionally significant should be planned and coordinated to ensure facilities are located where they can best meet the needs of individuals, sports and of the community.

The 2015 Hawke's Bay Regional Facilities Plan, notes that planning for sport and recreation facilities has been fragmented across Hawke's Bay and that this is because decisions about where sport facilities are located have at times been based on territorial authority (TA) boundaries. When a regional approach is taken, the result is more likely to be a network of facilities that meet demand and the expectations of users as well more efficient use of resources.

Sports House, Pettigrew Green Arena, 480 Gloucester Street
PO Box 7537, Taradale, Napier, 4141
P 06 845 9333 | F 06 845 3983 | E active@sporthb.net.nz
sporthb.net.nz



We look forward to working alongside Council on four key short-term projects over the coming 24 months. This includes:

- **Regional Sportsfield Review**
Undertake the development of a Regional Sportsfield Strategy that will provide a process to quantify in terms of hours of use, current and future sports field surpluses or shortfalls including maximising use of existing fields through improved field quality, creating an appropriate facility hierarchy (including rationalisation of lower quality fields where appropriate), additional sharing arrangements and potential re-allocations between codes.
- **Regional Facilities Review**
Undertake a review of the 2015 Hawke's Bay Regional Facilities Strategy, encompassing indoor facilities, outdoor hardspaces, and aquatic facilities.
- **Implementation**
Establish subsequent steering groups or project working groups necessary to oversee the implementation of the outcomes of these regional reviews.
- **Sport sector priorities and processes**
Work with sports sector to embed a process for developing and evaluating proposals for facility development prior to approaching councils and other funders.

Cycling

Sport Hawke's Bay acknowledges the alignment between the Council cycling strategy and local road safety and national cycle education programs – existing programmes that have been successfully implemented across other parts of our region.

While walkways and cycle trails continue to be well utilised throughout the region and will continue to provide an opportunity for ongoing participation, we see value in ensuring that the correct education programmes are in place to allow young people in our community to benefit from the funding invested into these trails. We want to support young people to be active in a way that suits them. Through voice of the participant data we know children want to ride too, and we're helping them learn in fun ways.

Sport Hawke's Bay thanks Council for supporting us in developing a meaningful cycling education programme to support Hastings tamariki. Together we are working to equip them with the right skills to be safe and considerate out on the road by:

- giving kids skills at the right time in their life — from learning bike handling skills in primary school through to learning how to ride on-road when ready
- helping adults, especially those who have never ridden a bike or haven't ridden for a while, gain confidence for the road conditions they would expect to encounter
- lifting competence and confidence, especially for young people on bikes — their bike is their first vehicle and a means of independent travel.

We have evidence of the success of this programme through working alongside tamariki in Hawke's Bay. In 2021 this included 1,615 tamariki in Hastings and 464 in Napier.

Sports House, Pettigrew Green Arena, 480 Gloucester Street
 PO Box 7537, Taradale, Napier, 4141
 P 06 845 9333 | F 06 845 3983 | E active@sporthb.net.nz
sporthb.net.nz





In addition, from January 2022 Sport Hawke's Bay has been working with over 40 Primary schools across the region to support the health and wellbeing of tamariki through the Healthy Active Learning initiative. This is a joint government initiative with MoE and MoH and is part of the government's Child and Youth Wellbeing strategy. Sport Hawke's Bay has a physical activity workforce to support these Primary schools and kura to create healthy and active learning environments, and better connection to their local communities. A portion of this work has stemmed from our i-Way team working alongside schools in Hastings to deliver cycle skills as a means of improving health through active transport.

This new initiative has been aligned with the delivery strategy towards connecting with Hastings low decile, high deprivation communities and encourages students to choose active transport behaviours that will sustain a healthy lifestyle. Our i-Way team has had great success in schools throughout Hastings by co-designing our sessions to fit with each community's localised curriculum. The result is enabling children to move safely through their community without having to rely on vehicle transport while enjoying the opportunities that their community has to offer.

Summary

Sport Hawke's Bay would like to acknowledge the support of Council officers and Councillors in prioritising the wellbeing of the community by ensuring play, active recreation, sport and health are well represented and a clear focus in this Annual Plan. We know that there are many demands on Council resources at present.

Ngā mihi nui

Mark Aspden
Chief Executive
Sport Hawke's Bay

Sports House, Pettigrew Green Arena, 480 Gloucester Street
PO Box 7537, Taradale, Napier, 4141
P 06 845 9333 | F 06 845 3983 | E active@sporthb.net.nz
sporthb.net.nz



Sub # 63

Level 2
2–12 Allen Street
Wellington 6011, New Zealand
PO Box 3806, Wellington 6140



13 May 2022

Hastings District Council
Private Bag 9002
Hastings 4156

By email to: lexfv@hdc.govt.nz

E te Koromatua, ngā Kaikaunihera mā, tēnā koutou katoa

Submission to: Hastings District Council
Subject: Hastings District Council Annual Plan 2022–2023
From: Creative New Zealand

1. Creative New Zealand welcomes the opportunity to make a submission on Hastings District Council's Annual Plan 2022–2023. We also acknowledge this represents Year Two of the Long Term Plan 2021–2031.
2. Arts, culture and creativity are an important part of developing strong and prosperous towns and cities, and cohesive and healthy communities. We encourage Council to recognise the essential role arts and culture play in the wellbeing of its residents in its decision-making.
3. The key contact person for matters relating to this submission is:

Name: David Pannett
Position: Senior Manager, Strategy & Engagement
Email: david.pannett@creativenz.govt.nz
Phone (DDI): 04 473 0772
4. We do not wish to appear in person before Council in support of our submission.

Key points

5. **We congratulate Council on the reopening of Toitū – Hawke's Bay Arts & Events Centre.** Toitū has a bold vision focused on accessibility, creating pathways for local artists and practitioners, and presenting a diverse range of work. We were thrilled to see Toitū win the Creative New Zealand EXCELLENCE Award for Cultural Wellbeing in the 2021 LGNZ EXCELLENCE awards. The award recognises and celebrates the leadership role of local councils and their work to promote the wellbeing of our communities. We encourage Council to continue resourcing and working closely with the Toitū team and arts communities, to continue to realise the vision for this enabling and much-loved community facility.
6. We were glad to be engaged in the development of Toi-Tū—Hawke's Bay Arts, Culture and Events Strategy and commend Council's adoption of the Arts, Culture & Events Recovery Plan

T +64-4-473-0880 F +64-4-471-2865 E info@creativenz.govt.nz W www.creativenz.govt.nz

Supported by the New Zealand Lottery Grants Board and the Ministry for Culture and Heritage

in recognition of the effects of COVID-19 on the arts community. **We encourage Council to ensure its Annual Plan shows tangible recognition of its commitment to Toi-Tū and the Recovery Plan**, to ensure the implementation phase has adequate resourcing to work closely with arts communities to deliver implementation.

7. It's great to see the framework of Toi-Tū now extending toward developing a regional strategic framework to support creatives and creativity in the wider Hawke's Bay. We encourage this regional focus, working closely with Ngā Toi Hawke's Bay and Napier City Council. It's also positive to see this work being led out by the arts sector, with Council support.
8. At the LGNZ conference last July, we were thrilled to have Mayor Sandra Hazlehurst join a panel discussion with Elisapeta Heta (Principal and Leader of Waka Māia at Jasmx) and Meg Williams (Executive Director for Tāwhiri: Festivals and Experiences), speaking about how Councils can work with local arts communities to ensure creativity is at the centre of Councils' wellbeing outcomes. Rangi Kipa (Sculptor, Carver, Illustrator and Tā Moko Artist) also spoke in this session and received a standing ovation for his kōrero. There were strong reflections within the session about the importance of meaningful partnerships to create collective impact.
9. We welcome Council's commitment to promoting the four wellbeings, as reflected through your Long Term Plan. **We encourage Council to recognise arts communities as well-placed partners to help Council deliver wellbeing outcomes to the diverse communities of Hastings.**
10. We're excited to see the development plans for a Hawke's Bay Regional Economic Development entity. It would be great to see support through this new entity for start-up and existing creative businesses, especially as we continue to navigate our way through COVID.

Long Term Plan 2021–2031

Community Outcomes and Challenges

11. Your Long Term Plan outlines four community outcomes. It's fantastic to see specific mention made of cultural wellbeing through the outcome 'A vibrant place to live, play and visit'.
12. We encourage Council to also recognise the strong contribution that investing in arts and culture can make to social, economic and environmental wellbeing. For example:
 - *Social* – participating in arts and cultural activities contributes to education and skills development, builds inclusive and connected communities, and benefits physical and mental health
 - *Economic* – artistic and cultural activity has a strong 'multiplier effect', creates jobs and accelerates economic activity through aligned sectors such as hospitality, tourism, education and manufacturing
 - *Environmental* – artistic and cultural activity can play a major role in placemaking, rejuvenation, and grow communities' connection to whenua.

The Finishing Touches

12. We welcome Council's work on the redevelopment of Hastings City Centre. This work is not only necessary to achieve Council's vision of a city centre that's vibrant, attractive and full of people and businesses, but also plays an important part in making the most of Council's investment in Toitū – Hawke's Bay Arts & Events Centre.

Sub # 63

13. The streetscape upgrades, Civic Square and Centre Mall proposals will act as a catalyst to attract residents and visitors to the central city and drive economic, social and cultural growth. As Council progresses these proposals, we encourage you to carefully consider how to:
 - build on your strong track record of incorporating arts and culture elements within public spaces
 - work closely with arts communities, businesses, tourism stakeholders and venues to create spaces that meet the needs of Hastings' communities, as well as attract visitors
 - manage and broker regulatory levers to ensure accessible and performance-friendly spaces
 - work with mana whenua to incorporate toi Māori (Māori arts) elements throughout the central city, to share stories of cultural and historical significance to the area
 - work with arts communities to activate these spaces and draw new audiences into the central city
 - ensure that the central city spaces that are developed reflect the diversity of Hastings' communities and are places that residents and visitors feel welcome.
14. We support Council's proposal to provide additional investment for events and encourage you to ensure a proportion of these are arts and culture events. We acknowledge the importance of providing support for both community events as well as significant events. Support for community arts events is a vital part of developing the Hawke's Bay arts community's capability, as well as strengthening the arts ecosystem so that it is well-resourced and equipped to support significant events in the region. Developing local capability is essential for securing large-scale events into the future and supports pathways for creative careers (keeping creative practitioners in your region).
15. As Council develops programmes or policies regarding additional support for events, we encourage you to:
 - work closely with local arts communities to ensure the support provided is in line with the needs of the community and is fit-for-purpose
 - provide support for events that reflect the diversity of Hastings' communities, including opportunities for residents to celebrate and express their cultural identity
 - support a 'for Māori, by Māori' approach to ensure there are events that deliver to Māori communities.

Concluding points

16. We congratulate Council on the leadership it has shown to support and develop arts and culture in the Hawke's Bay. You are doing significant and meaningful work.
17. Investing in vital infrastructure and the strategy's development can act as a catalyst for future growth. We encourage Council to continue working closely with arts communities to ensure your investment is in line with the needs of the community, and to enable artists and arts organisations to take part in the implementation of Toi-Tū.
18. Toitōi – Hawke's Bay Arts & Events Centre has been acknowledged by your peers as a significant achievement. Toitōi is a highly valued community asset that is already delivering value to Hastings communities, arts communities and the broader Hawke's Bay region. We note a number of Toitōi staff are developing strong work connections regionally, and also

feeding into work of national significance. They are strong ambassadors for Hawke's Bay, and we encourage Council to continue supporting and working closely with the Toitoti team to enable them to deliver innovative programmes and connect and grow these programmes with others.

19. Artists and creative practitioners are particularly skilled at designing and delivering innovative, strategic and cost-effective solutions, and we encourage Council to consider how arts communities can help realise and implement Year Two of the Long Term Plan.

Creative New Zealand's interest in the arts in Hastings

20. Creative New Zealand is the national arts development agency of Aotearoa New Zealand, responsible for delivering government support for the arts. We're an autonomous Crown entity continued under the Arts Council of New Zealand Toi Aotearoa Act 2014. Our legislative purpose is to encourage, promote, and support the arts in New Zealand for the benefit of all New Zealanders.
21. We recognise the importance of Hawke's Bay to the arts in New Zealand. For arts that are delivered in the Hawke's Bay region, **\$1.54 million** of direct financial support was provided in 2020/21. Our overall support includes the funding of individual arts projects as well as arts and cultural organisations.
22. Under the Creative Communities Scheme, we also fund territorial authorities directly to support local arts activities. Funding provided to Hastings District Council under the Scheme totalled **\$63,922** in 2020/21, with an additional top-up of **\$16,297** from Manatū Taonga Ministry for Culture & Heritage.
22. Thank you again for the opportunity to comment. As Mayor Sandra Hazlehurst noted last year, "first and foremost you have to have the vision and passion to feel what arts and culture does for our community... we have the opportunity to transform lives... we can't do that without investing in our artists".
23. Please feel free to contact us if you have any questions or if you wish to discuss this submission further (our team's contact details are at the start of the submission).

Ngā mihi rārau ki a koutou katoa, nā

David Pannett
Senior Manager, Strategy & Engagement
Pou Whakahaere Matua, Rautaki me te Tūhono

5/16/22, 1:42 PM

Wufoo · Entry Detail

Sub # 64

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 1:39:23 pm

IP ADDRESS



Title

(No response)

* Name

Stephanie Howard

* Address

RD9

Hastings

Hawke's Bay

4179

New Zealand

* Contact phone number

Email

stephanie.howard@sustainabilitynz.org

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

Investment in Okawa Esplanade Reserve owned by the Council on behalf of the community

Please tell us your views here (Alternatively you can attach a document below)

(No response)

hdc_annual_plan_okawa_stream_reserve.pdf

<https://app.wufoo.com/entry-manager/2123/entries/62>

1/1

Item 5

64

Okawa Stream Esplanade Reserve

Request for HDC to invest in protecting and revitalising the reserve with the community



Submission to the Hastings District Draft Annual Plan 2022/23 & Draft
Development Contributions Policy

May 16 2022

Crownthorpe Settlement Road Residents

Evert Nijzink and Stephanie Howard, 390
Tim Hindmarsh, Haunui, 371
Kit Rutherford and Susanne Hoyle-Pluess, 581
Kathryn Barrett, 540
Maurice Beeby, Awakere Farm, 934
Meryl and Noel Sayers, 649

Okawa Esplanade Reserve: Request for Council Investment

1

Item 5

Summary

Request for Council to invest in Okawa Stream Reserve

- We are a group of Crownthorpe Settlement Road residents gearing up to revitalise parts of the Okawa Stream.
- We are inviting the Council to join us by investing in **restoration of the rural esplanade reserve along the Okawa** that Council owns on behalf of the community.
- The reserve is in a special place on the Okawa. It starts just below where the Muriwhenua joins the Okawa, through steep gorge on one side, and ends where the stream meets Crownthorpe Settlement Road (see map on page 3).
- We are asking for:
 - A **front-loaded investment of up to \$20K in the first year** to secure the esplanade reserve ecosystem with pest-plant control (including pines, poplar and blackberry) and fencing (to exclude stock)
 - An **annual investment of \$2-5K** for ongoing pest-plant control and revegetation
- This will be a high-value investment for the Council because:
 - The esplanade reserve is downstream of a significant natural area that was designated as a recommended area for protection under the Heretaunga Ecological District survey¹. Protecting and revitalising the Okawa esplanade reserve will strengthen and extend out an important ecological corridor for the valley.
 - Parts of the reserve will readily naturally revert to native forest with adequate fencing as evidenced by the mature kānuka, māhoe, kōwahi and pittosporum canopy and emerging understorey of other broadleaf and podocarp (notably tōtara).
 - Members of the Crownthorpe Settlement Road community along the Okawa are already very active in native restoration and we are in the process of establishing a community catchment group to work along our stretch of the Okawa and connecting waterways. Council being an active member of that effort will be a real boost to those efforts and community members are willing to invest their time as needed in the revegetation and management of the esplanade.
 - Crownthorpe Settlement Road is effectively possum-free due to ongoing investment by sheep and beef farmers, which is an important guarantor for Council investment in this beautiful stretch of the stream.

¹ Lee A. 1994. Heretaunga Ecological District. Survey Report for the Protected Natural Areas Programme. New Zealand Protected Natural Areas Programme, Report 29. Department of Survey and Land Information.

64

Item 5

Contents

1. Hastings' community's Okawa stream reserve	4
2. Value of Investing in the Okawa Stream with the Community	5
3. Investment requested	5

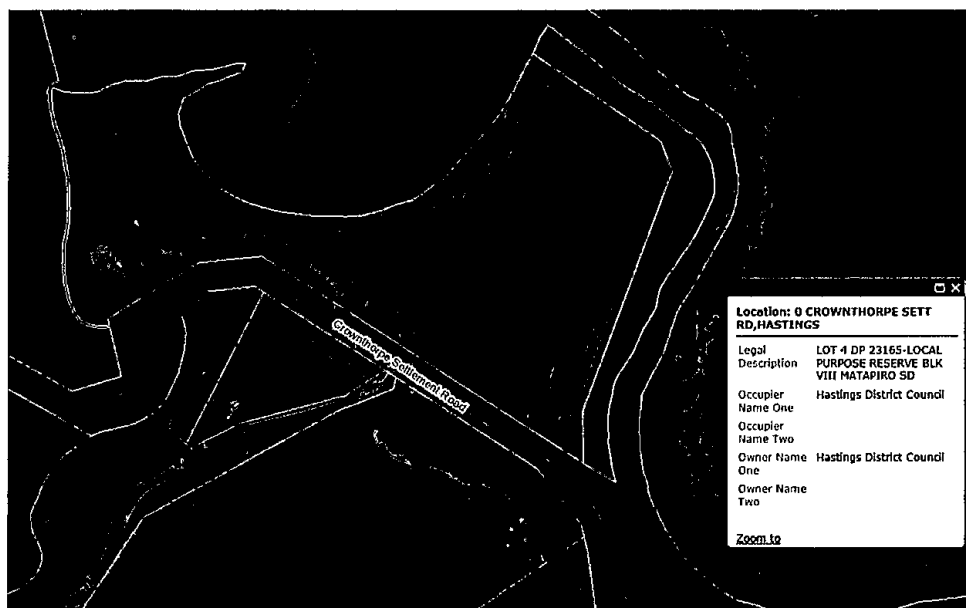
Appendices

1. Photographs of the Okawa Esplanade Reserve	6
2. Okawa Stream Stretch Identified as a Recommended Area for Protection in Heretaunga Ecological District (1994)	8
3. Proximity of the HDC-owned Okawa Reserve to the Significant Natural Area	14

Contact person for this submission: Stephanie Howard, Stephanie.howard@sustainabilitynz.org, 021 1652 669

Okawa Esplanade Reserve: Request for Council Investment	3
---	---

1. Hastings Community's Okawa Stream Reserve



The Okawa Stream reserve that Hastings District Council owns on behalf of the community is a mix of regenerating kānuka forest with māhoe, kōwhai, tītoki, *Pittosporum ralphii* and other broadleaf understorey together with podocarps (including tōtara, with the potential for rimu and matai). Some areas are currently dominated by pest plants (established wilding pines, poplars and blackberry).

Most of the right bank (east facing part of the reserve) is in native bush, protected from wandering stock and feral deer by the steep terrain. There is huge potential for natural regeneration of this area (with a wealth of native seed stock, including tōtara and broadleaf natives) and a lot can be achieved by fencing to allow this process to follow its course.

Further upstream, on the left bank (north facing stretch of the Okawa), it is highly modified-semi modified environment through stock disturbance and the presence of pest plants (pine, poplar and blackberry). Despite this, a naturally revegetating native understorey (primarily kōwhai and kānuka) is present.

Apart from its ecological potential, the reserve is part of a beautiful stretch of the Okawa: with the meeting of the Muriwhenua and Okawa streams and the steep, native clad gorge, it is a place where you feel fully enveloped by nature.

Council officers have visited the site twice and understand its ecological significance and potential. To date, the Council has installed limited stock fencing to try and reduce loss through continued grazing. Unfortunately, the recent flooding events in March and April have swept this fencing away. This underscores the need for investing in a more effective, permanent solution to protect naturally revegetating areas and future plantings.

2. Value of investing in the Okawa Stream with the community

Council investment in the Okawa Stream esplanade reserve is a high-value action for these reasons:

1. Ecological: A stretch of the Okawa upstream of the esplanade reserve is a significant natural area that DOC identified as a recommended area for protection (RAPs) in the Heretaunga Ecological District. The RAPs were selected to ensure that in each ecological district, important representative ecosystems were protected and enhanced. Along with Lake Rūnanga and Oingo, the Okawa Stream stretch is one of just three RAPs in this part of the district. Between the RAP and the Council esplanade reserve, a good stretch of the stream is narrow gorge with native vegetation so there is already a high degree of ecological corridor continuity. We also expect to see much greater riparian restoration along the Okawa (see below). Revitalising the esplanade reserve will be one more stepping stone towards continuous cover and connectivity along the waterway.

2. Partnering with the Community: The community along the Crownthorpe Settlement Road stretch of the Okawa stream is a strong and diverse neighbourhood of pastoral farmers, horticulturalists and lifestyle block owners. Many of us are already very active in native restoration and have our own private nurseries. We are in the first stages of forming a community catchment group and have had preliminary conversations with Rūnanga marae about how we might work together along the Okawa. Having the Council step forward to protect and revitalise the Okawa esplanade reserve would be a great cornerstone for this catchment initiative. Members of our community are also ready to volunteer to assist the council with work on the reserve as required.

3. Possum Control: The Crownthorpe Settlement Road area is effectively possum-free due to ongoing investment by sheep and beef farmers. This is a guarantor for Council and our community's efforts to revitalise this beautiful stretch of the stream.

3. Investment requested

We request that Council make the following investment in the Okawa Stream reserve:

Year one investment of up to \$20K: The front-loading of Council investment will prepare the site for effective, lasting restoration. It will allow for: removal of dominant pest plants (including 20 established pine and poplar trees that dominate the north west end of the reserve;) effective and sensitive fencing and provision of native plants for Council and community-planting.

Ongoing annual investment of \$2-5K: To control (re)emergent pest plants and provision of plants and planting over time.

Thank you for considering this request.

We hope that Council can see the great potential of working with the Crownthorpe Settlement Road community to help restore this beautiful stream ecosystem.

Appendix 1. Photographs of the Okawa Esplanade Reserve

1. North-facing stretch, with Muriwhena meeting upstream



2. View downstream from head of the Okawa Stream Reserve



Okawa Esplanade Reserve: Request for Council Investment

6

3. East-facing bank of reserve, looking upstream



4. East-facing bank of the reserve, looking down to Crownthorpe Settlement Road



Okawa Esplanade Reserve: Request for Council Investment

7

5. Top of north-facing esplanade land, where wilding pine tree control is required



6. View up to north-facing esplanade land, where wilding pine tree control is required



Okawa Esplanade Reserve: Request for Council Investment

8

**Appendix 2: Okawa Stream Stretch Identified as a Recommended Area
for Protection in Heretaunga Ecological District (1994)**

HERETAUNGA ECOLOGICAL DISTRICT

**SURVEY REPORT FOR THE
PROTECTED NATURAL AREAS PROGRAMME**

Alan Lee

New Zealand Protected Natural Areas Programme No. 29

ISSN 0112-9252
ISBN 0-478-01585-2
Department of Survey and Land Information Map Licence 1991/42:
Crown Copyright Reserved

Published by
Department of Conservation
Napier
New Zealand 1994

Okawa Esplanade Reserve: Request for Council Investment

9

TABLE 2

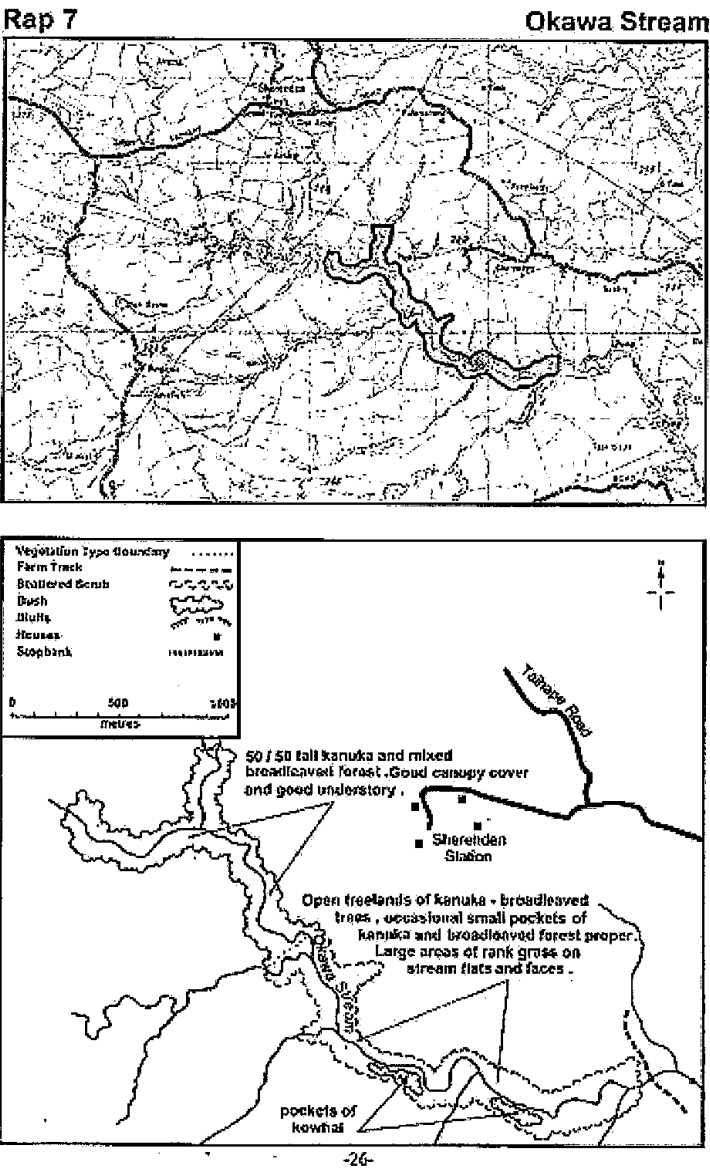
LIST OF RECOMMENDED AREAS FOR PROTECTION (RAPs)

RAP Number	RAP Name	NZMS 360 Map Reference
1	Eland	V20, 356018
2	Peninsular Stream/Mangaone River	V20, 292983
3	Mangahina No 1	V20, 252966
4	Mangahina No 2	V20, 280967
5	Waiiti Stream	V20, 225935
6	Whirinaki Lagoons	V20, 461975
7	Okawa Stream	V21, 192802
8	Runanga Lake	V21, 285735
9	Onga Lake	V21, 322755
10	Waitangi Estuary	V21, 474755
11	The Pigsty	U21, 084763
12	Ngaturoto Riverbed	U21, 040771 to V21, 320729
13	Ohara	U21, 041731
14	Tikitiki Estuary	V21, 485712
15	Te Awanga	W21, 507677
16	Clifton	W21, 535658
17	Popotangi Stream	U21, 998628 (4 areas)
18	Pekapeka Swamp	V22, 323573
19	Glentui	U22, 091550
20	Puianui Bush	U22, 075535
21	Mangamauku Stream	U22, 000523
22	Haronga Road	V22, 236514
23	Lake Poukawa	V22, 270515
24	Mangaoho No 2	U22, 945515
25	Smedley Bluffs	U22, 925509
26	Mangaoho No. 1	U22, 971519
27	Holdens No 2	U22, 975495
28	Holdens Bush	U22, 015488
29	Te Pah	U22, 025466
30	Highfield	V22, 195467
31	Cender	U22, 932451
32	Worsnops	U22, 924443
33	Gunsons	U22, 985426
34	Kyber Pass	U22, 914399

-12-

Okawa Esplanade Reserve: Request for Council Investment

11



RAI# 7: Okawa Stream

Survey form(s): V21/6

Grid reference: V21, 192802

Area: 80 ha

Altitude: 100-200m

Landform: A narrow stream gorge of mudstone and sandstones 60-80 metres deep with steep to vertical sides at the upstream end widening downstream to include many low stream terraces and easier slopes. Surrounding land is easy hill country.

Vegetation:

Upper gorge: A mosaic of 50% tall kanuka and 50% mixed broadleaved forest and scrub. The kanuka is generally of an even canopy height (~10m tall) and the broadleaved forest and scrub has a more variable height (6-12m tall). The predominant broadleaved trees are mahoe, kowhai, lacebark, *Myrsine laevis* and kotuhu and there is a healthy subcanopy and understory of rangiora, lungelange and ferns. The steeper bluffs generally support mountain flax, totara, *Blechnum capense* and grasses.

Lower gorge: Here there are more open treelands of kanuka and mixed broadleaved species with many areas of pasture grass and a few small pockets of kanuka-mixed broadleaved forest. Two pockets of almost pure kowhai exist, growing on dry, steep faces. The understory in the lower gorge area is generally sparse except on slopes inaccessible to stock and parts of the steeper bluffs have no vegetation cover.

fauna: Goats in moderate numbers (controlled by landowner) and possums are present, along with occasional deer. Domestic stock graze the lower gorge area but there is less sign of their presence in the upper gorge.

Common bush and pasture birds are present, but probably nothing unusual or rare.

Cultural: No archaeological sites are recorded.

Modifica/Threats:

- Domestic stock and goats are affecting the understory.
- A few natural slips occur on steep bluffs.

Selection criteria:

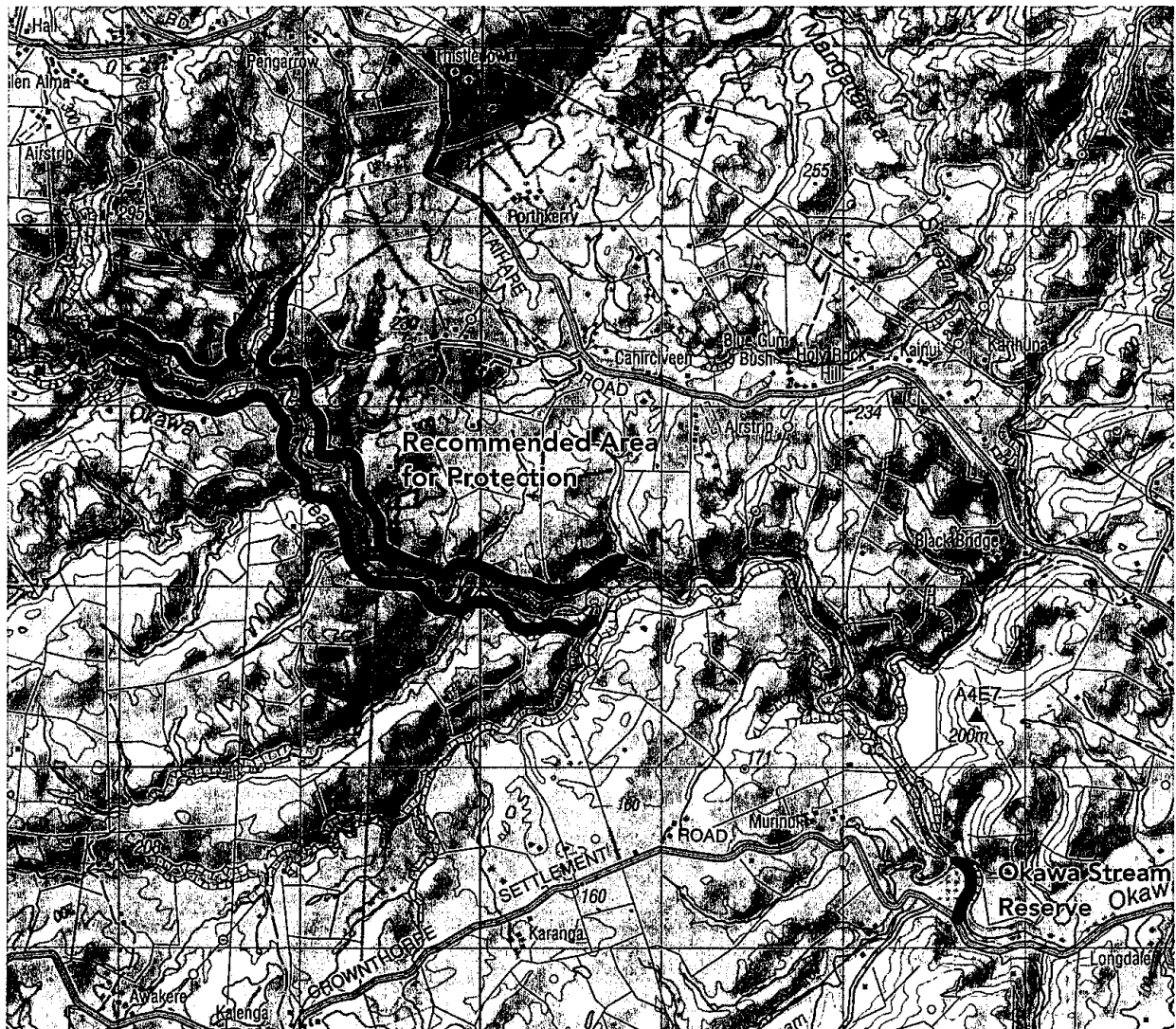
Representativeness	M	Viability	II
Diversity	M	Size and shape	M-II
Special features	M	Buffering	M
Naturalness	M	Fragility and threat	II

Significance: M

The most valuable areas of this RAI are the upper gorge area of kanuka and broadleaved forest and the two pockets of kowhai. Although kowhai is fairly common in the Heretaunga ecological district these two areas of treeland were the only almost pure stands found. They are at threat in the long term from browsing by goats and would greatly benefit from being fenced.

-27-

Appendix 3. Proximity of Okawa Reserve to Area Recommended for Protection



5/16/22, 1:41 PM

Wufoo - Entry Detail

Sub # 65

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 1:19:24 pm

IP ADDRESS



Title

Mrs

* Name

Kiri Goodspeed

* Address

Hawke's Bay

4182

New Zealand

* Contact phone number

02108320406

Email

chairman.tpdct@gmail.com

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

Te Pohue Domain Recreational Reserve

Deed of Settlement of the Hall Asset, Reserves Management Plan and Contract of Service for Groundskeeping

<https://app.wufoo.com/entry-manager/2123/entries/61>

1/2

Item 5

5/16/22, 1:41 PM

Wufoo - Entry Detail

Please tell us your views here (Alternatively you can attach a document below)

The Te Pohue and Districts Community Charitable Trust acknowledge the settlement of the reserve between the Crown and Maungaharuru Tangitu Hapu and Trust (MTT) entity in 2014. As part of the conditions outlined in the Settlement document Maungaharuru-Tangitu-Hapu-Deed-of-Settlement-Attachments-25-May-2013 we make request for the following to be acknowledged and addressed in the Hastings District Council Annual Plan.

1. The Crown has made assumption of the Hall Ownership.

The Te Pohue and Districts Community Charitable Trust and its previous Not for Profit body, the Upper Mohaka Domain and Te Pohue Recreational Reserve Committee, have archived documents and minutes that provide proof that the 'Community' of Te Pohue has in fact paid for the Hall asset in 1965 and its enlargement and improvement in 1981. Legislative changes to how reserves were managed in the interim, has meant the Hastings District Council are responsible for the management of this reserve; however we believe that no vestment of the Hall asset was ever made by the community to the HDC.

We therefore request that the Hastings District Council in consultation with the Te Pohue and Districts Community Charitable Trust does issue a deed of Settlement of the Hall Asset to the TPDC Trust to remove any confusion caused by the assumption of ownership created by the Crown document.

2. Reserves Management Plan

Make plan for the creation of a Reserves Management Plan with the TPDCT and MTT. Maungaharuru Tangitu Hapu Claims Settlement Bill, Part 74 sub clause 7 outlines that the Hastings District Council must prepare all management plans in agreement with the MTT Trustees. We request the TPDCT trustees be part of planning discussions and that a Reserves Management Plan be created to assist managing community expectations and to ensure that any development of the reserve is completed with all stakeholders involved.

3. Contract of Service.

The TPDCT wish to make a contract of service with the HDC for ongoing groundskeeping of the Reserve. Community volunteers have continued to mow the main reserve grounds, however the verges are now overgrown and will need maintenance to remove pest weeds such as gorse, blackberry and wildling pine. We wish to apply for an annual stipend of \$8500 to defray costs of providing mowing, spraying or pest weed control and fence maintenance. These funds will be administered by the TPDCT Board of Trustees and annual financial reporting may be provided on request for transparency of how the funds will be utilised.

The TPDCT Board of Trustees is a recently appointed board of this newly incorporated Charitable Trust. This entity was created to meet the requirements of the Anti-Money Laundering and Anti-Terrorism Act and its purpose is to support the planned outcomes of the Te Pohue Community Plan, created in partnership of the Community and HDC; and manage the Te Pohue Community Hall.

[maungaharurutangituhapudeedofsettlementattachments25may2013.pdf](#)

<https://app.wufoo.com/entry-manager/2123/entries/61>

2/2

#65

Item 5

THE MAUNGAHARURU-TANGITŪ HAPŪ
and
THE TRUSTEES OF THE MAUNGAHARURU-TANGITŪ TRUST
and
THE CROWN

DEED OF SETTLEMENT:
ATTACHMENTS

ATTACHMENTS

TABLE OF CONTENTS

1	AREA OF INTEREST	1
2	DEED PLANS	3
2.1	TĀTAI TŪĀPAPA.....	4
2.2	STATUTORY ACKNOWLEDGEMENT	14
2.3	STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION	28
2.4	CULTURAL REDRESS PROPERTIES	46
2.5	VESTING AND GIFT BACK SITES.....	51
2.6	CATCHMENTS MANAGEMENT AREA PLAN	56
3	RFR PLAN	57
4	DRAFT SETTLEMENT BILL.....	62

ATTACHMENTS

1 AREA OF INTEREST

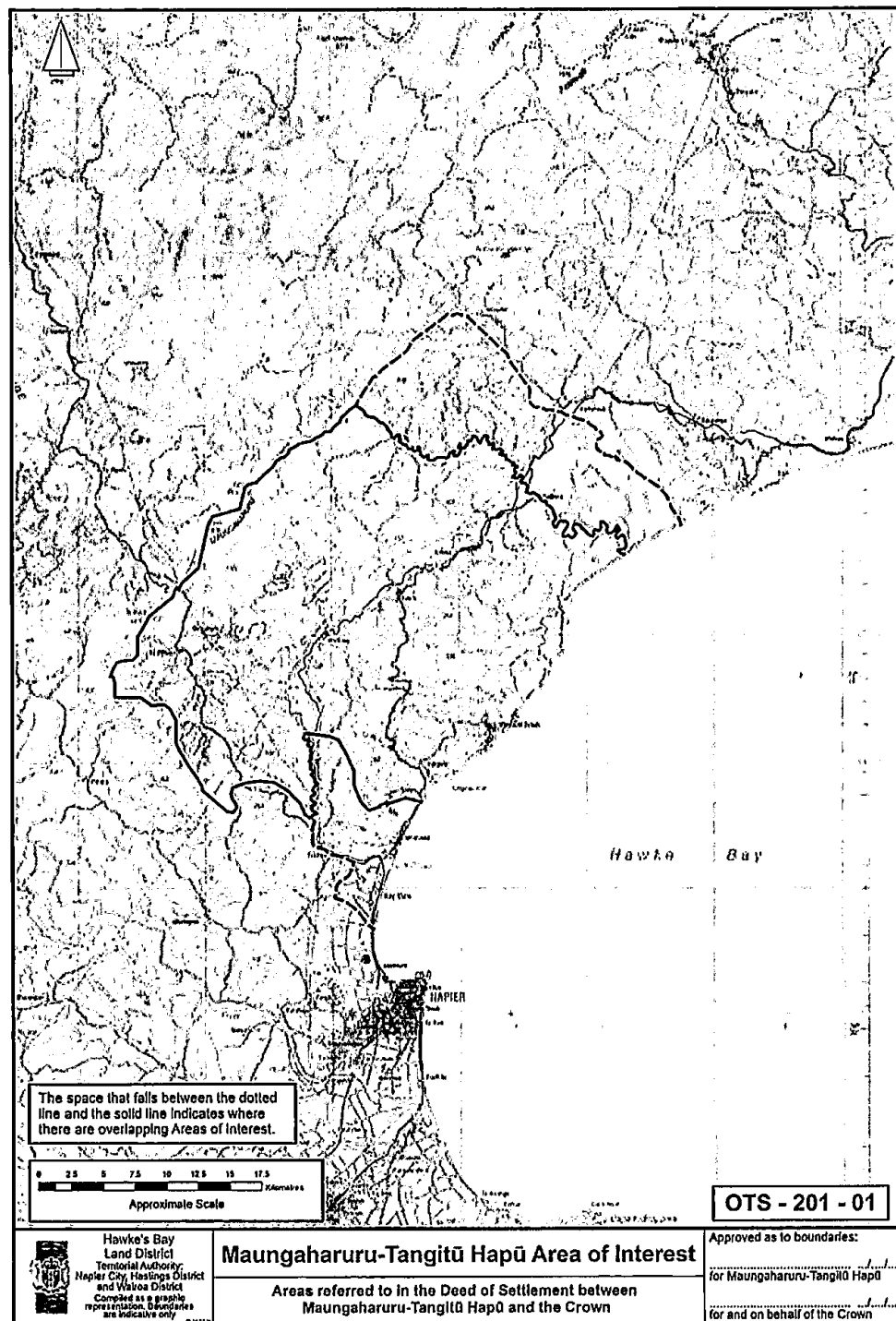
Item 5

(

(

ATTACHMENTS

Item 5



ATTACHMENTS

2 DEED PLANS

Item 5

ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

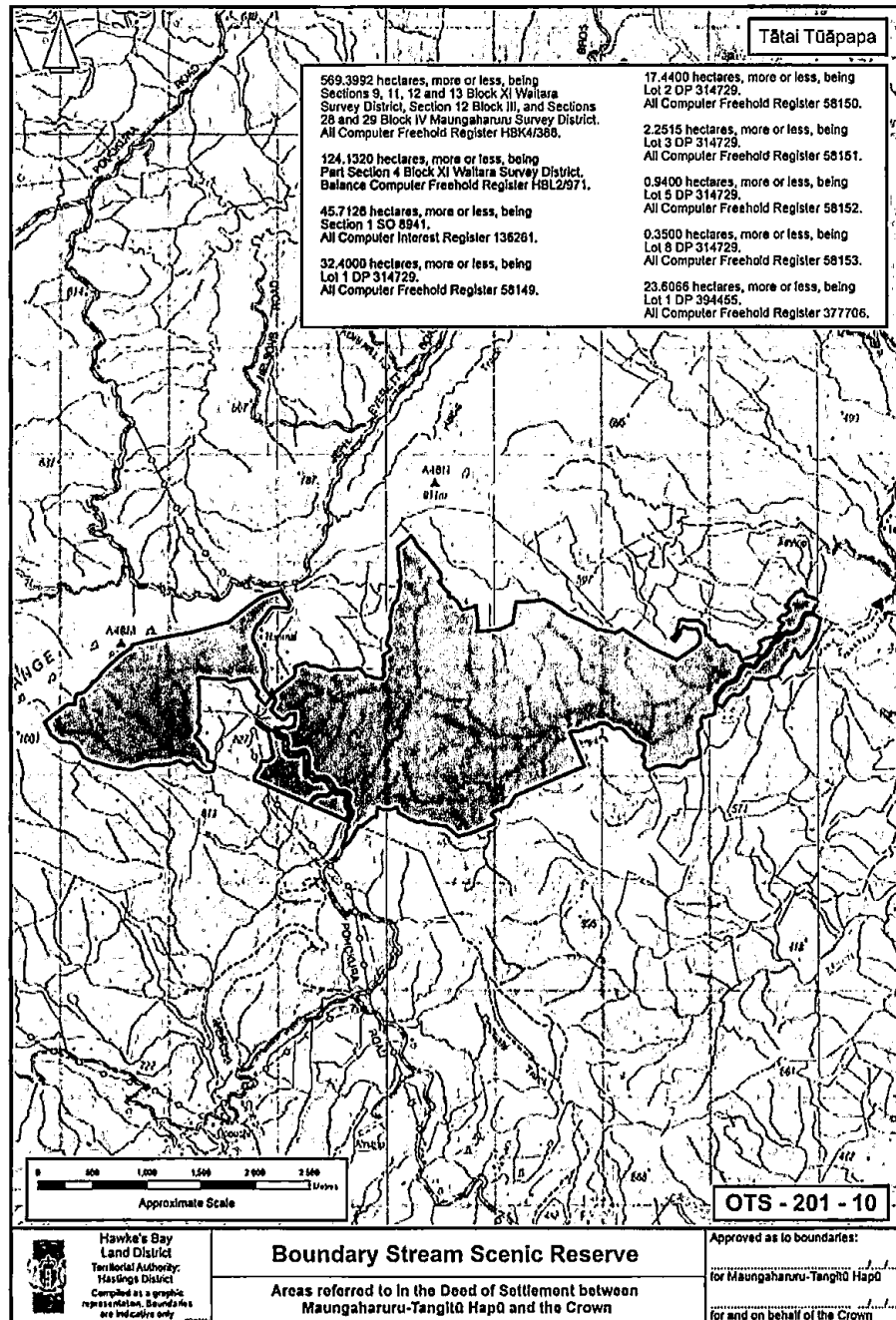
2.1 TĀTAI TŪĀPAPA

- BOUNDARY STREAM SCENIC RESERVE
- BELLBIRD BUSH SCENIC RESERVE
- BALANCE OF THE TUTIRA DOMAIN RECREATION RESERVE
- EARTHQUAKE SLIP MARGINAL STRIP
- MOEANGIANGI MARGINAL STRIP
- TANGOIO MARGINAL STRIP
- WAIPATIKI BEACH MARGINAL STRIP
- WHAKAARI LANDING PLACE RESERVE
- BALANCE OF THE OPOUHI SCENIC RESERVE

ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

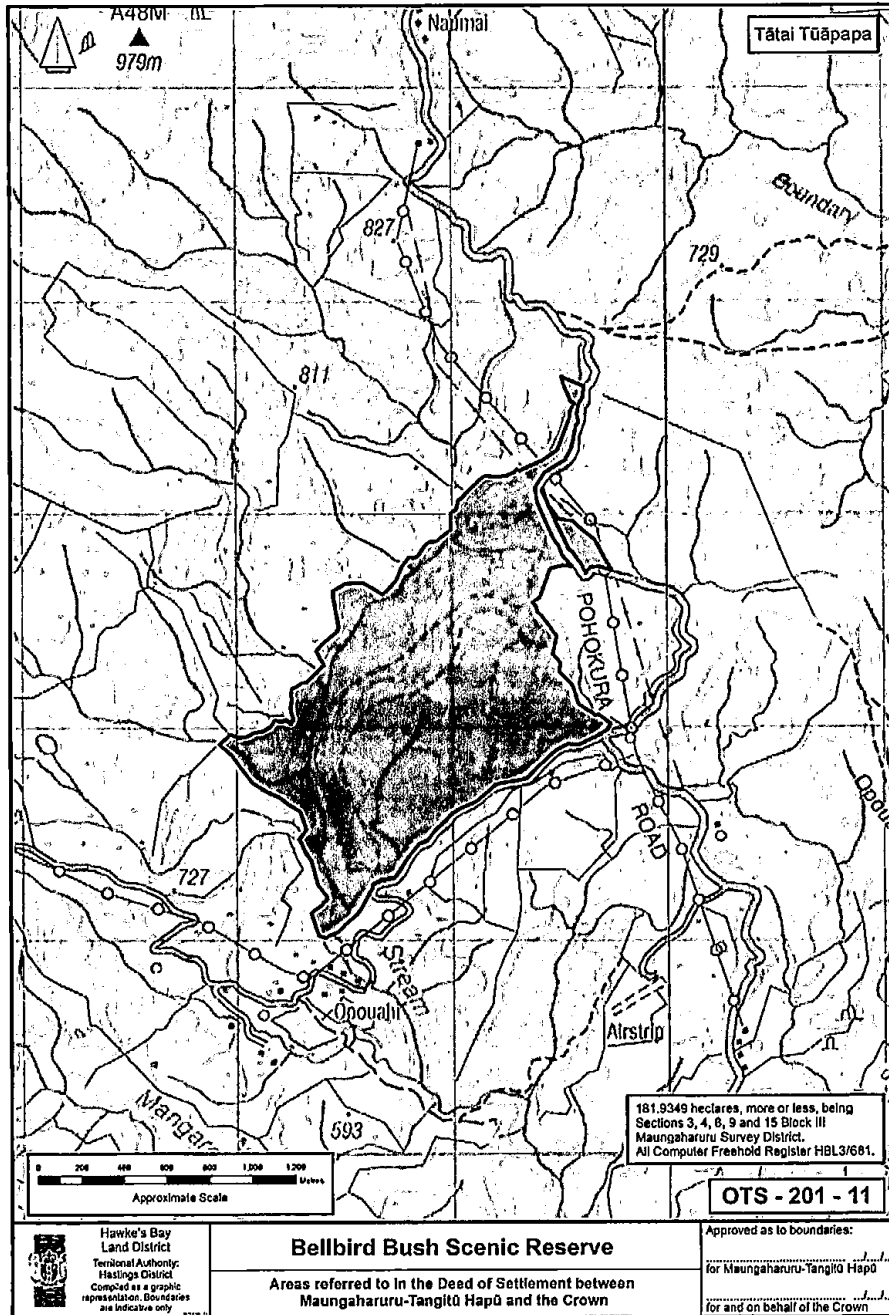
BOUNDARY STREAM SCENIC RESERVE



ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

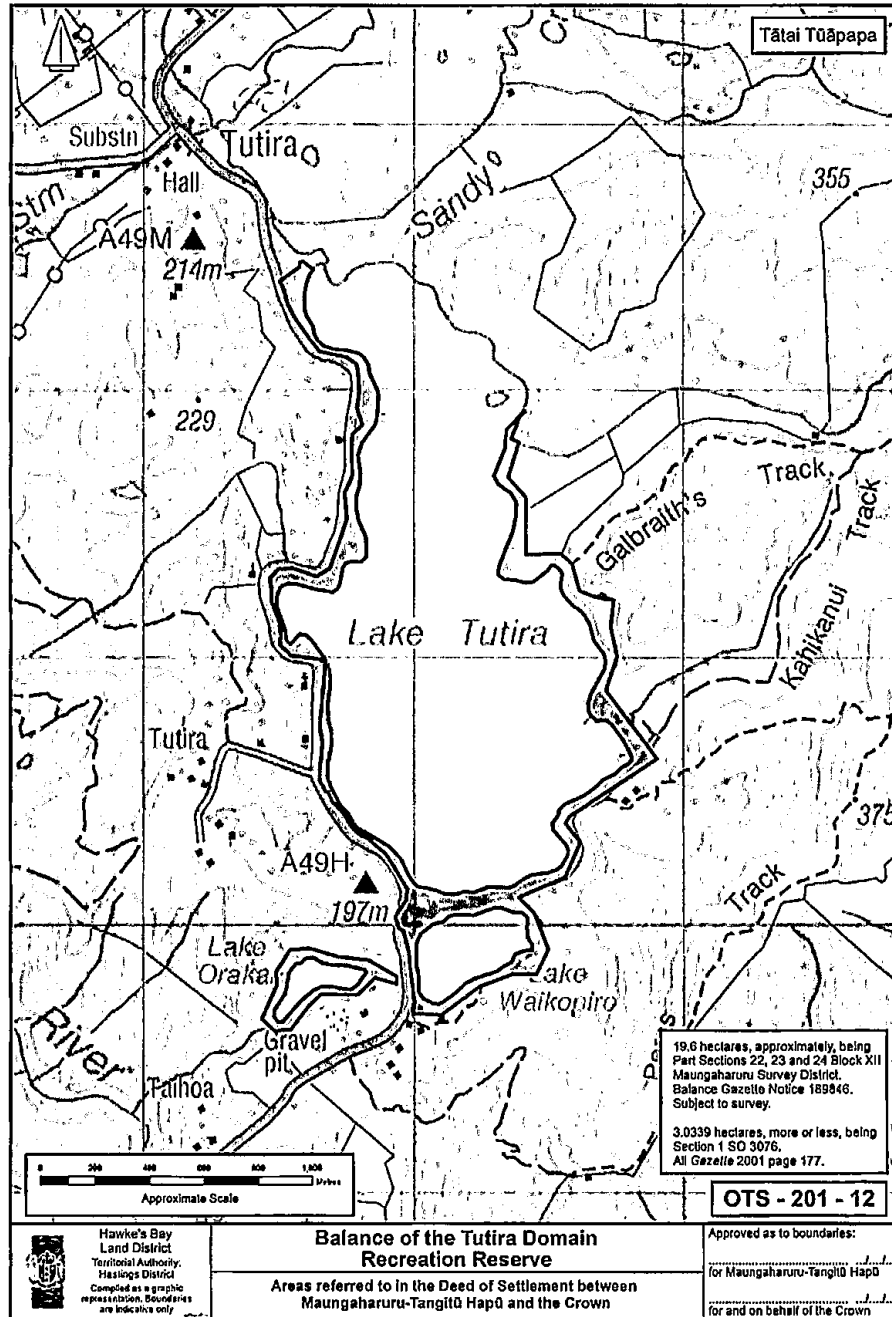
BELLBIRD BUSH SCENIC RESERVE



ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

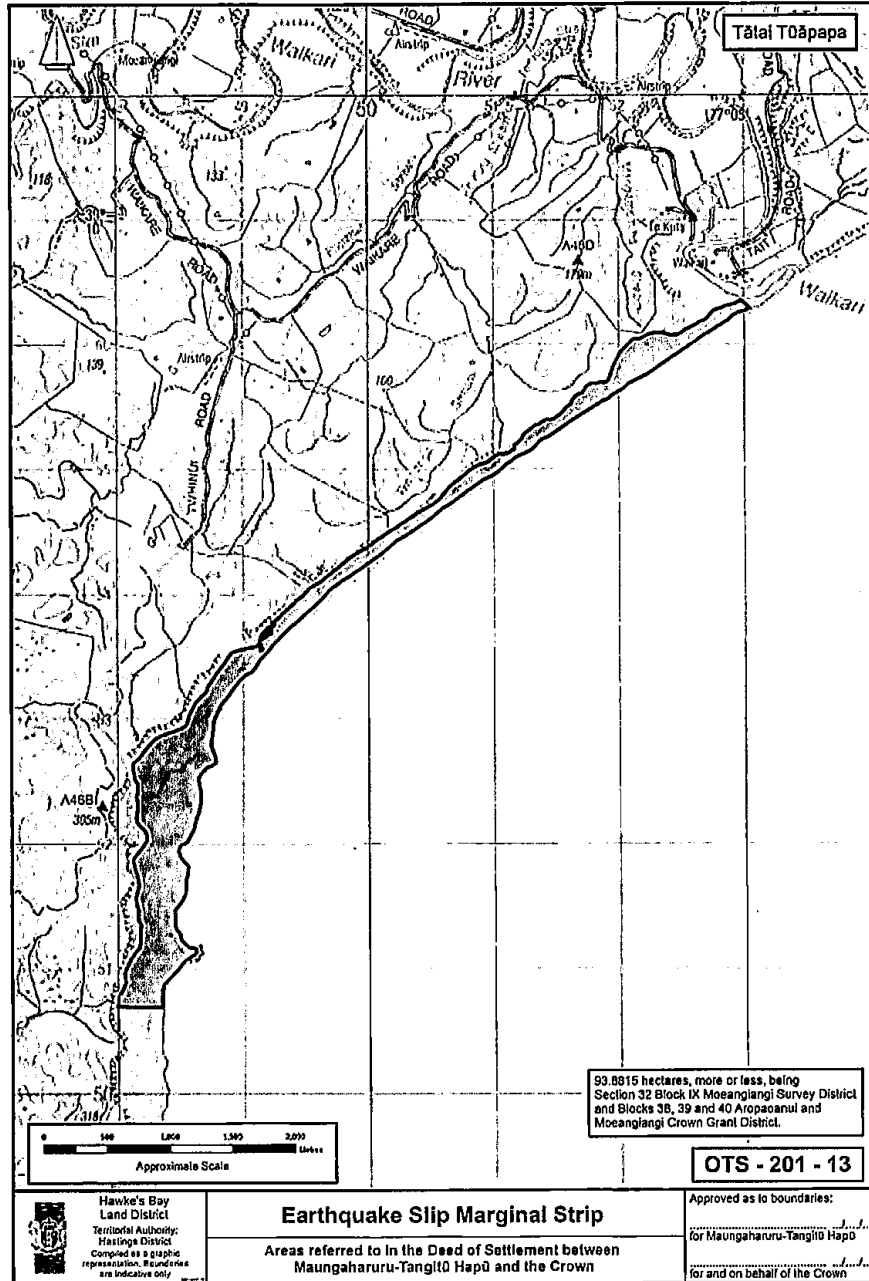
BALANCE OF THE TUTIRA DOMAIN RECREATION RESERVE



ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

EARTHQUAKE SLIP MARGINAL STRIP

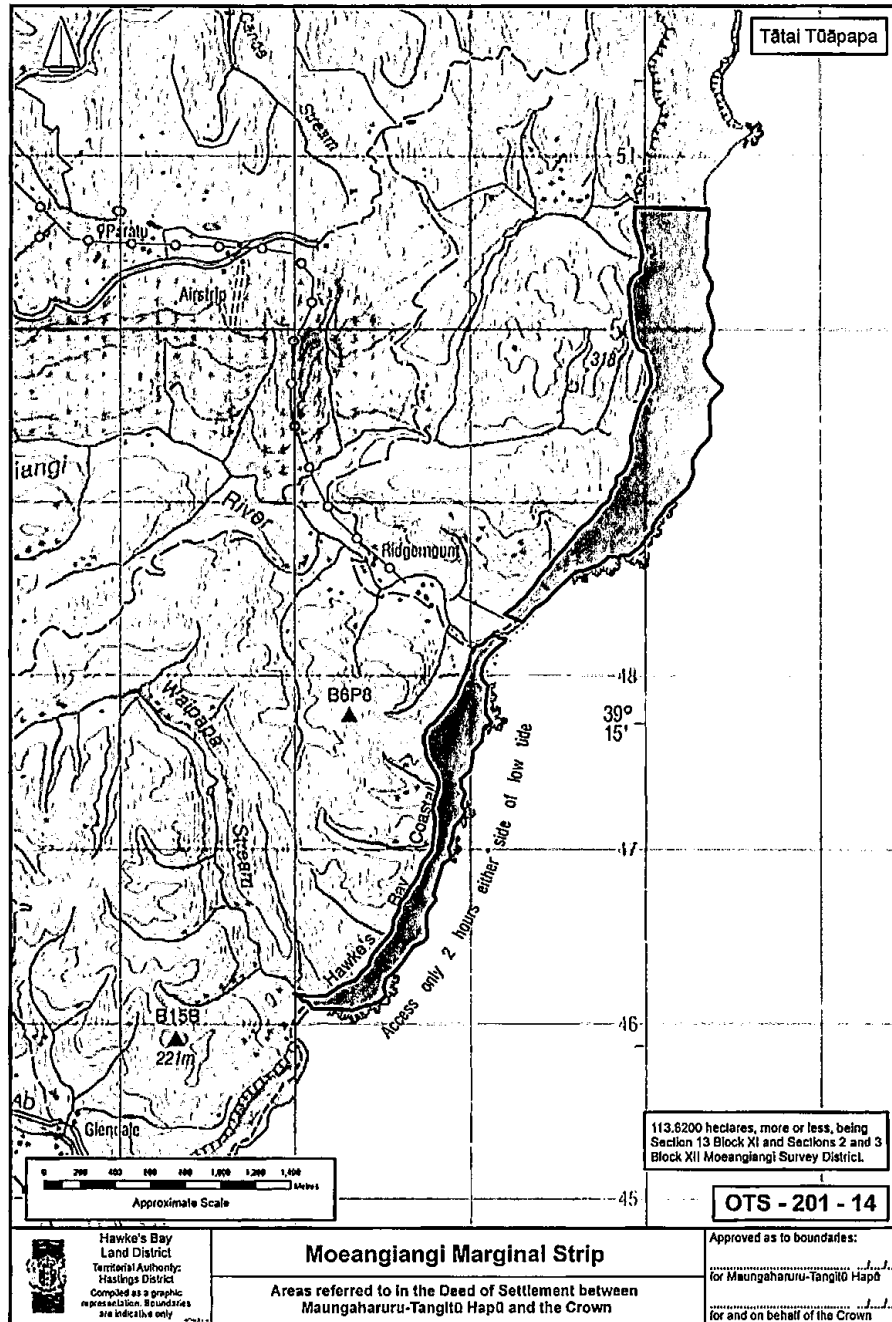


Item 5

ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

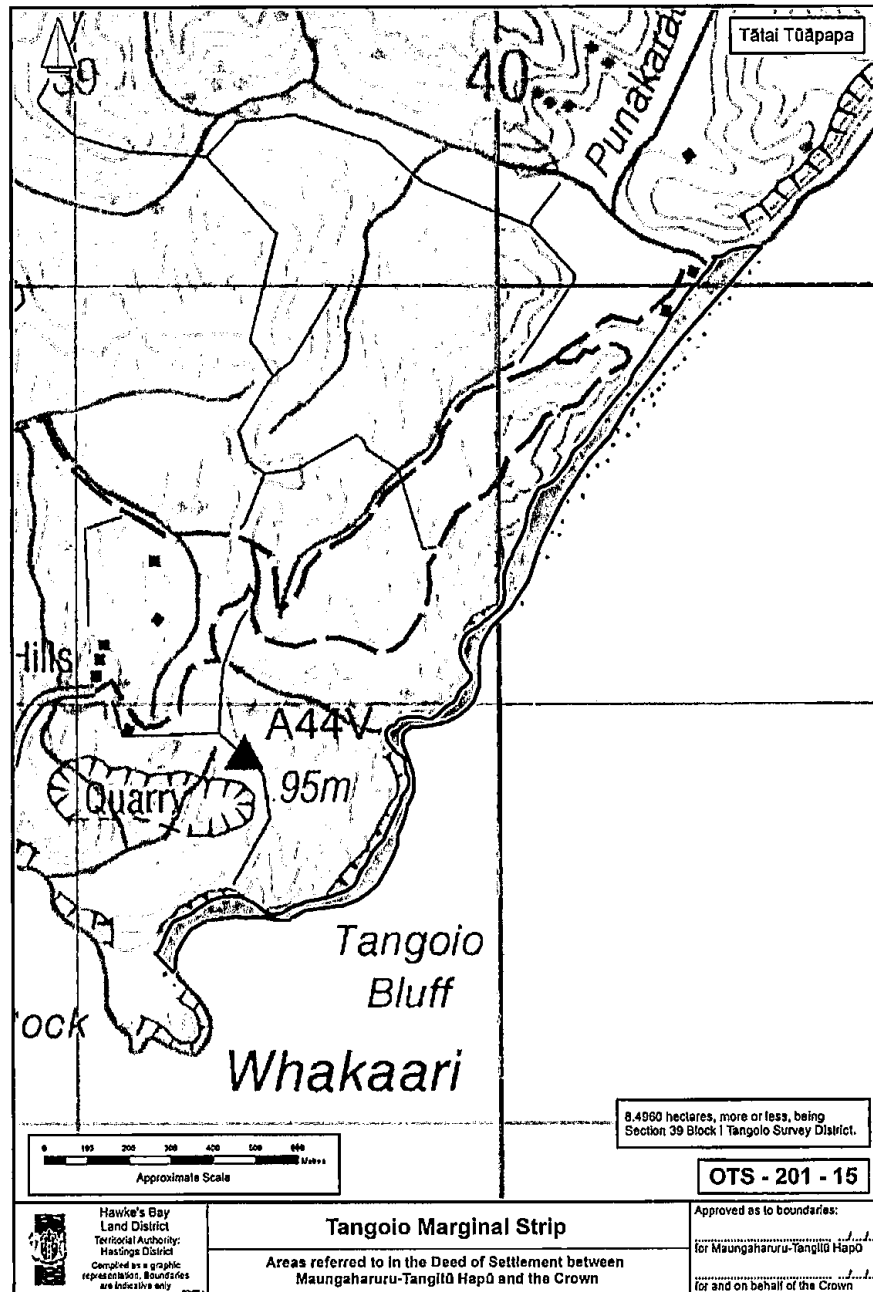
MOEANGIANGI MARGINAL STRIP



ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

TANGOIO MARGINAL STRIP

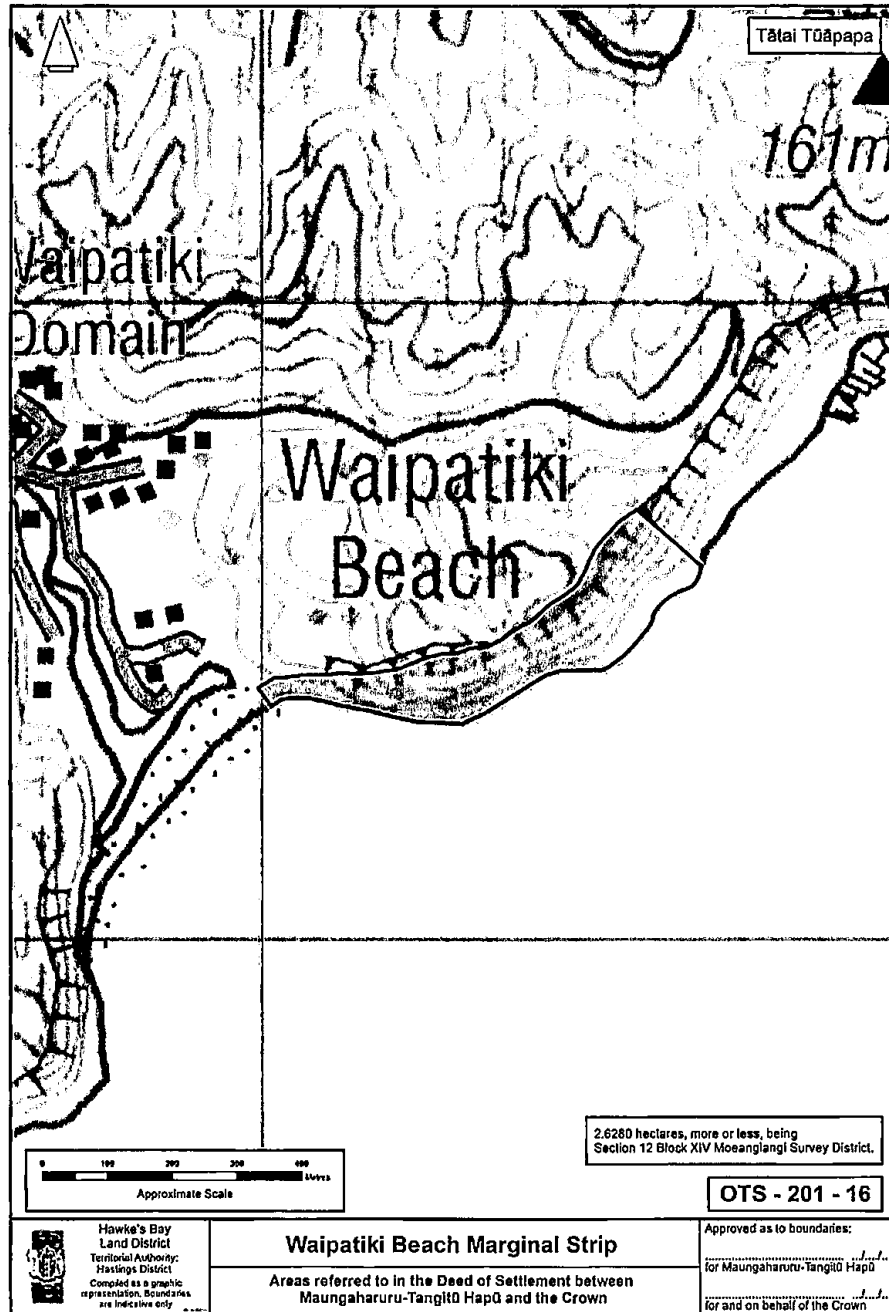


Item 5

ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

WAIPATIKI BEACH MARGINAL STRIP

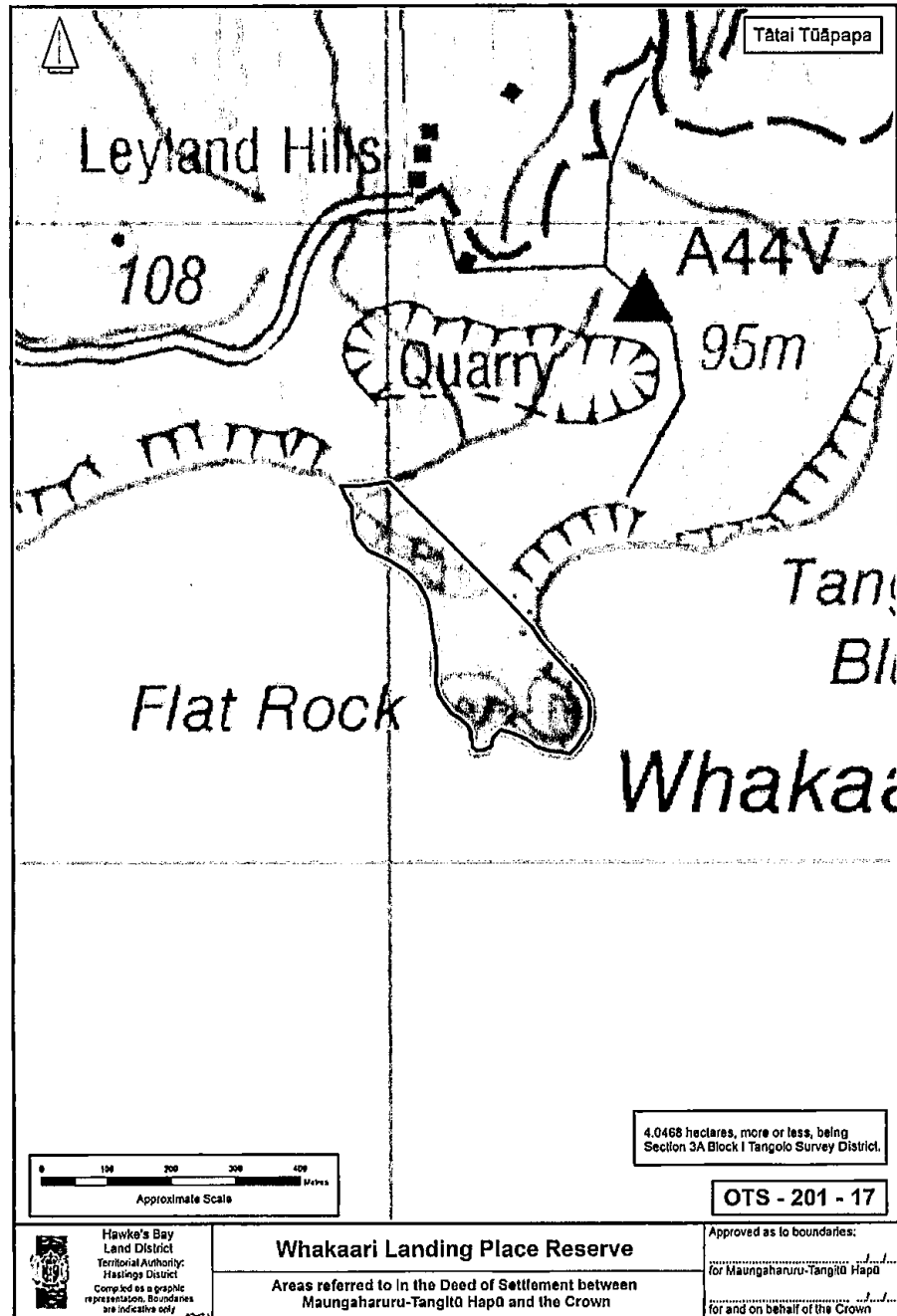


Item 5

ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

WHAKAARI LANDING PLACE RESERVE

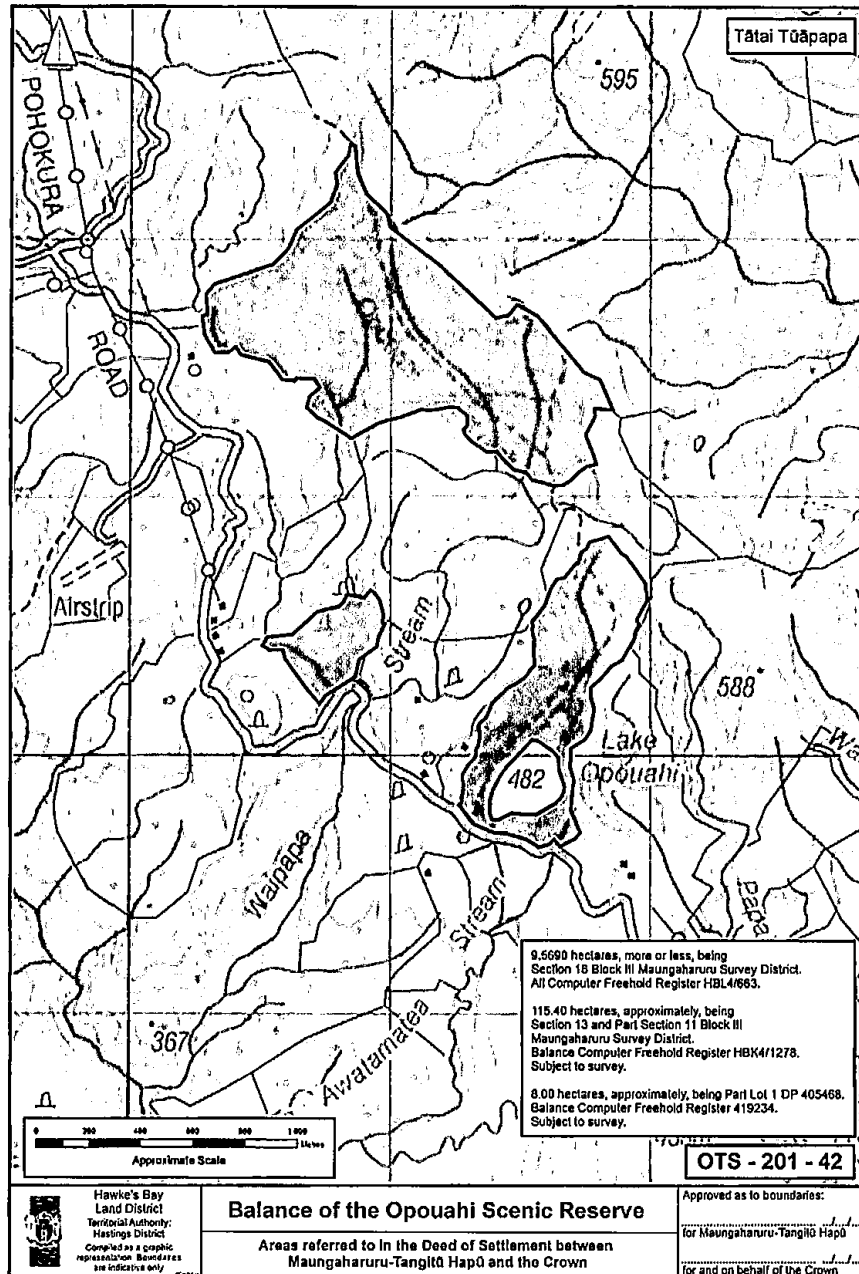


Item 5

ATTACHMENTS

2: DEED PLANS: TĀTAI TŪĀPAPA

BALANCE OF THE OPOUHI SCENIC RESERVE



Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

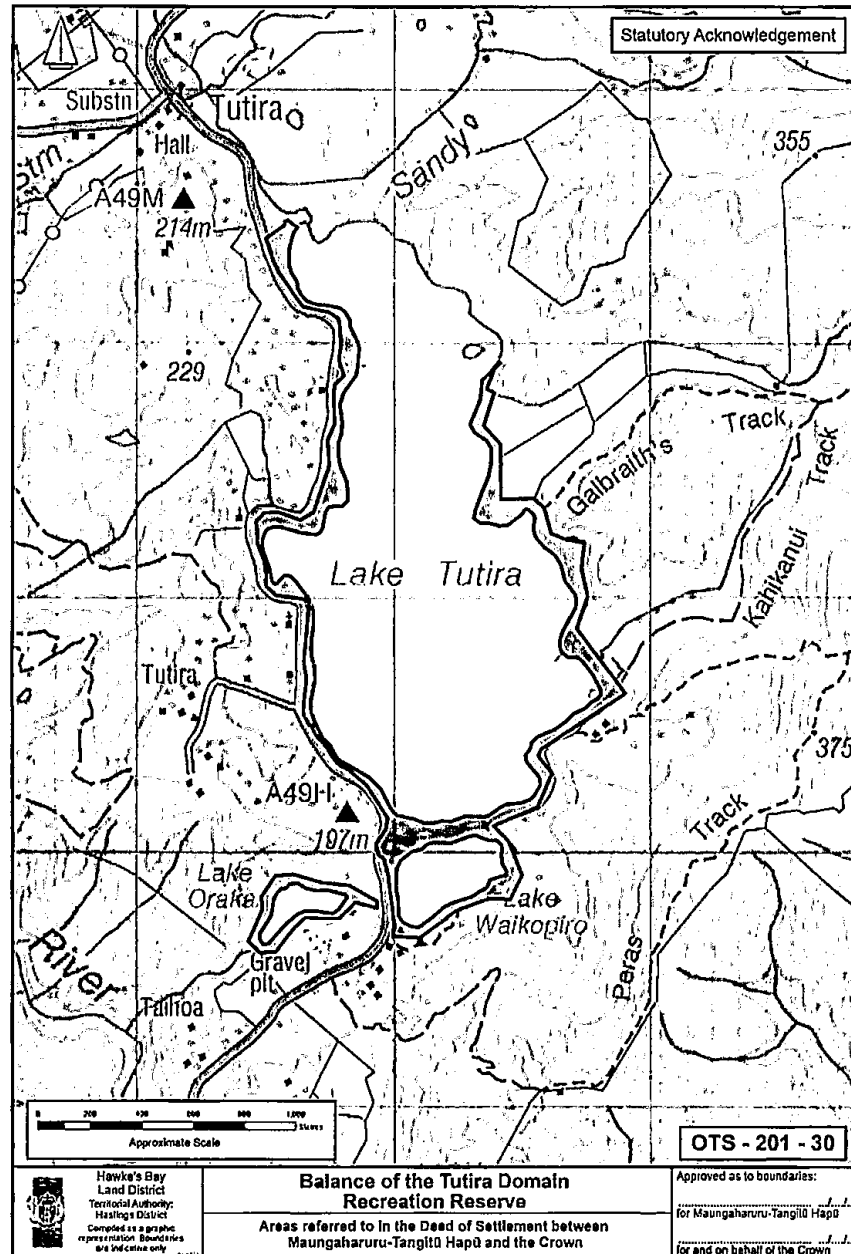
2.2 STATUTORY ACKNOWLEDGEMENT

- BALANCE OF THE TUTIRA DOMAIN RECREATION RESERVE
- BALANCE OF THE OPOUAHI SCENIC RESERVE
- MOEANGIANGI RIVER AND ITS TRIBUTARIES
- HAPŪ COASTAL MARINE AREA
- ROCKS AND REEFS
- SANDY CREEK AND ITS TRIBUTARIES
- WAITAHA STREAM AND ITS TRIBUTARIES
- PĀKURATAHI STREAM AND ITS TRIBUTARIES
- BOUNDARY STREAM SCENIC RESERVE
- BELLBIRD BUSH SCENIC RESERVE
- WHAKAARI LANDING PLACE RESERVE
- TANGOIO MARGINAL STRIP
- WAIPATIKI BEACH MARGINAL STRIP

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

BALANCE OF THE TUTIRA DOMAIN RECREATION RESERVE

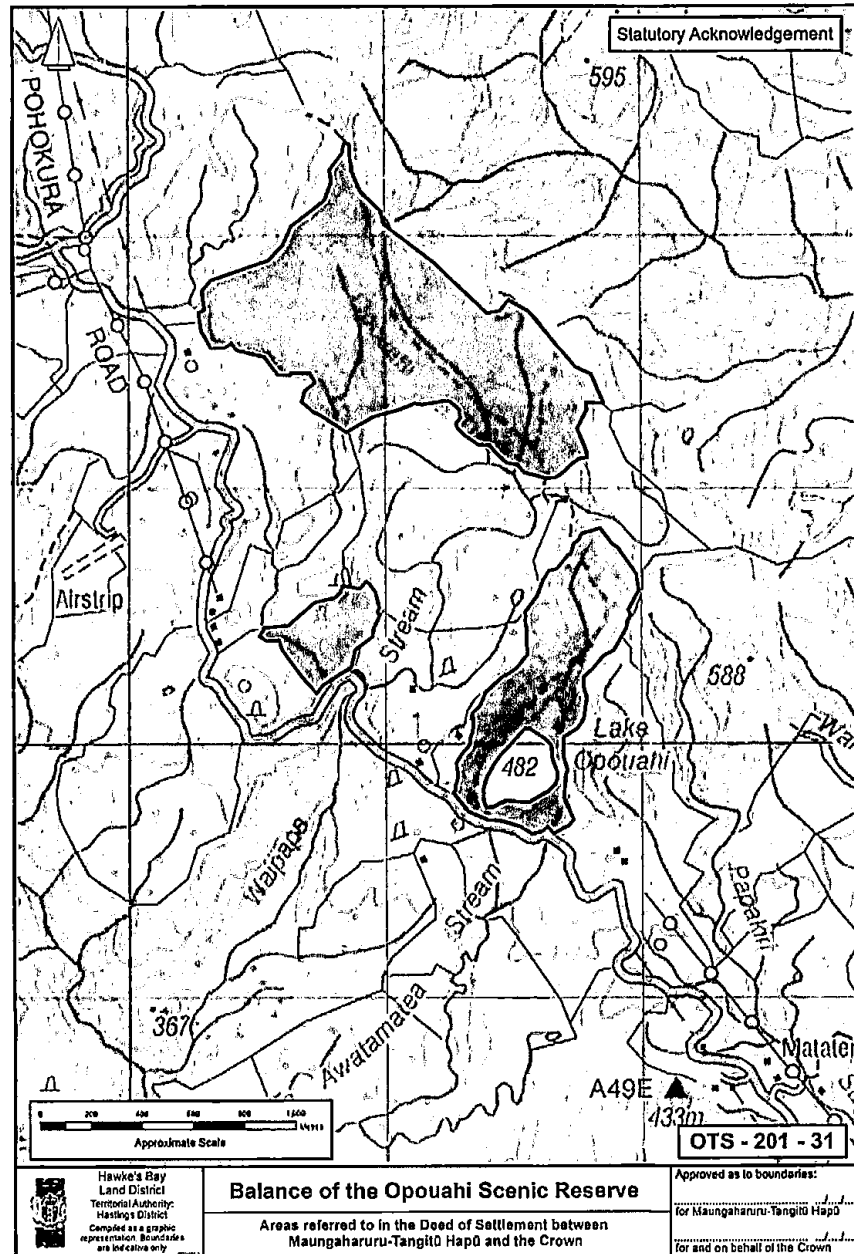


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

BALANCE OF THE OPOUHI SCENIC RESERVE

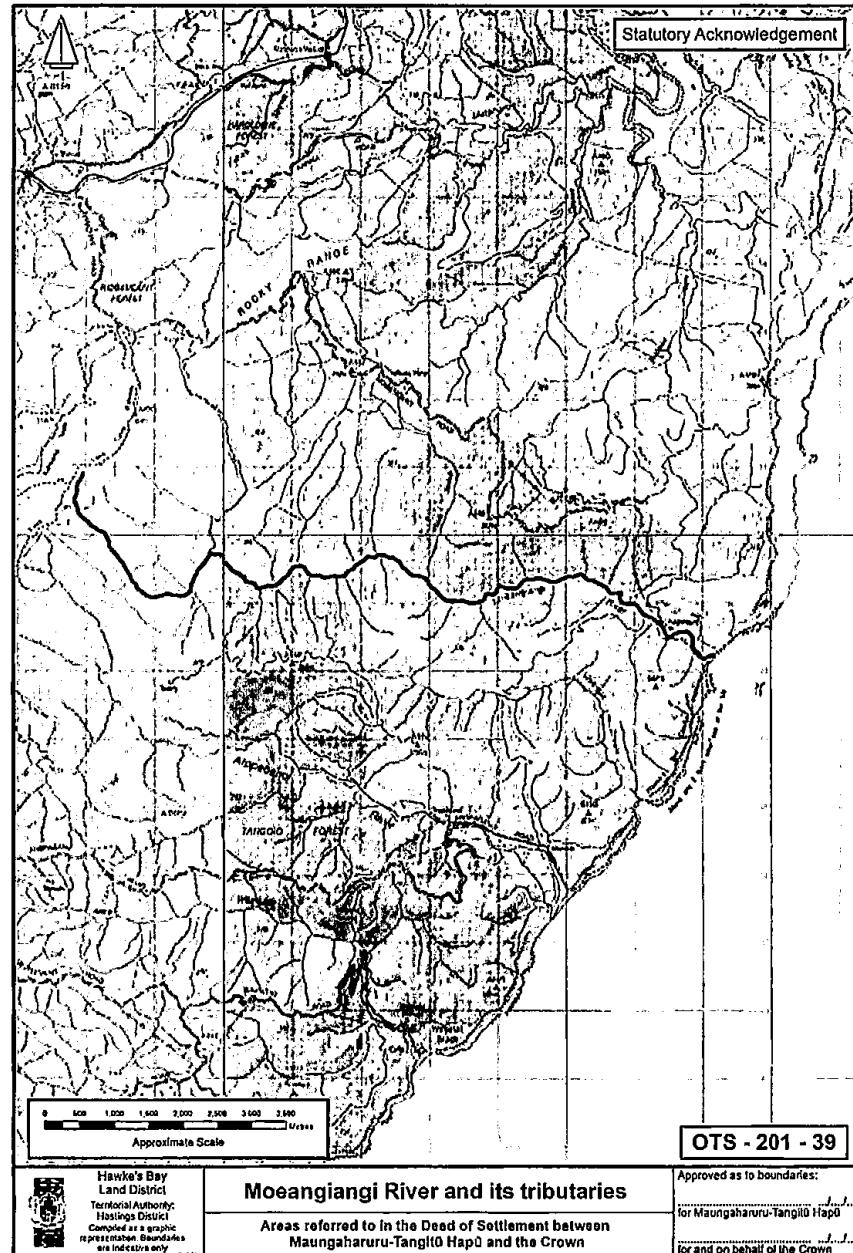


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

MOEANGIANGI RIVER AND ITS TRIBUTARIES

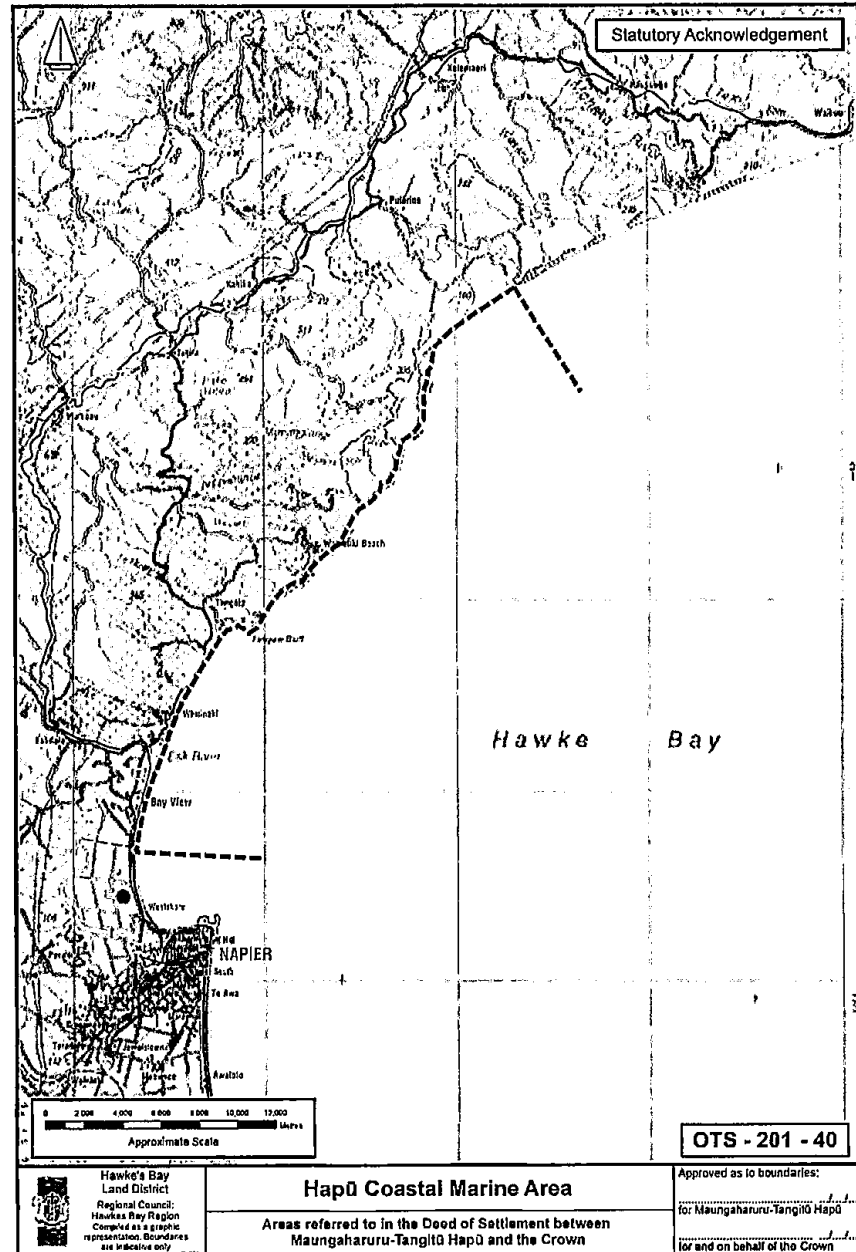


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

HAPŪ COASTAL MARINE AREA

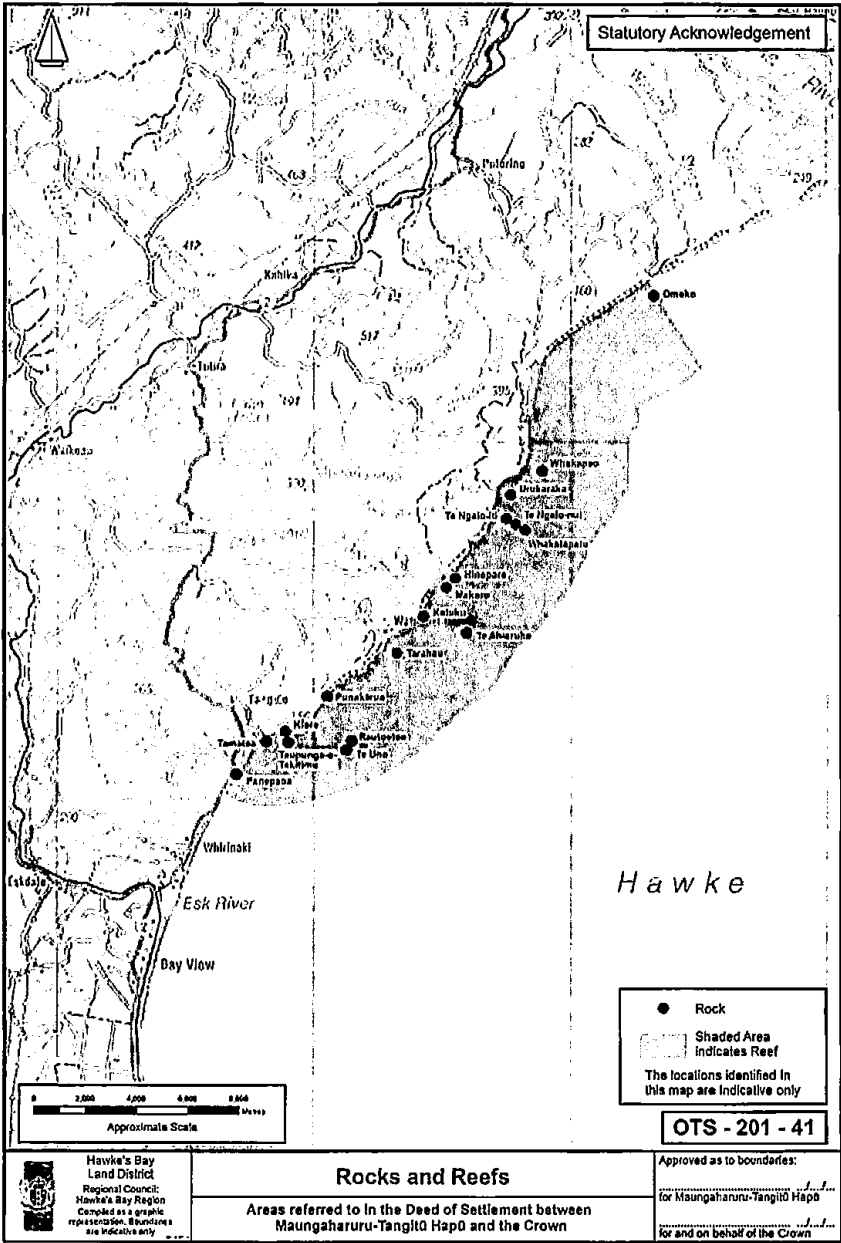


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

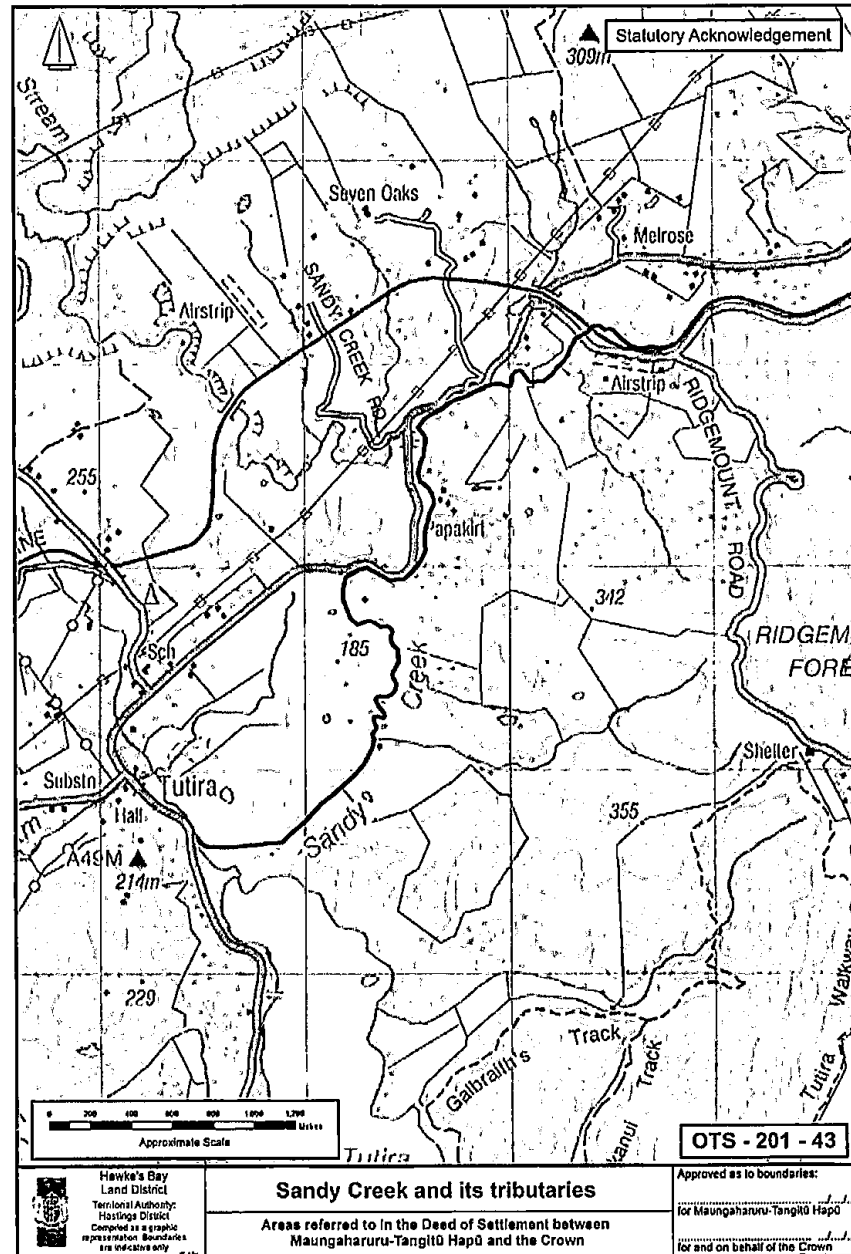
ROCKS AND REEFS



ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

SANDY CREEK AND ITS TRIBUTARIES

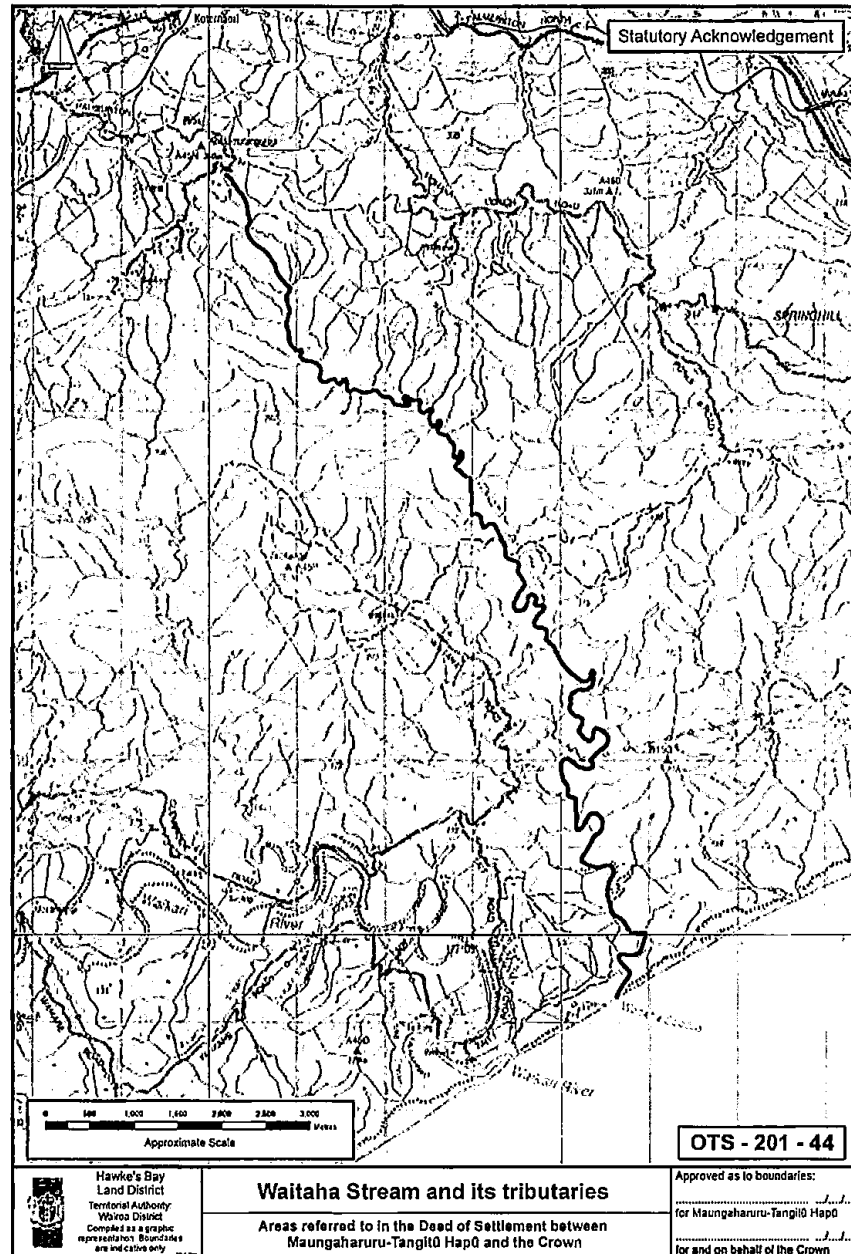


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

WAITAHA STREAM AND ITS TRIBUTARIES

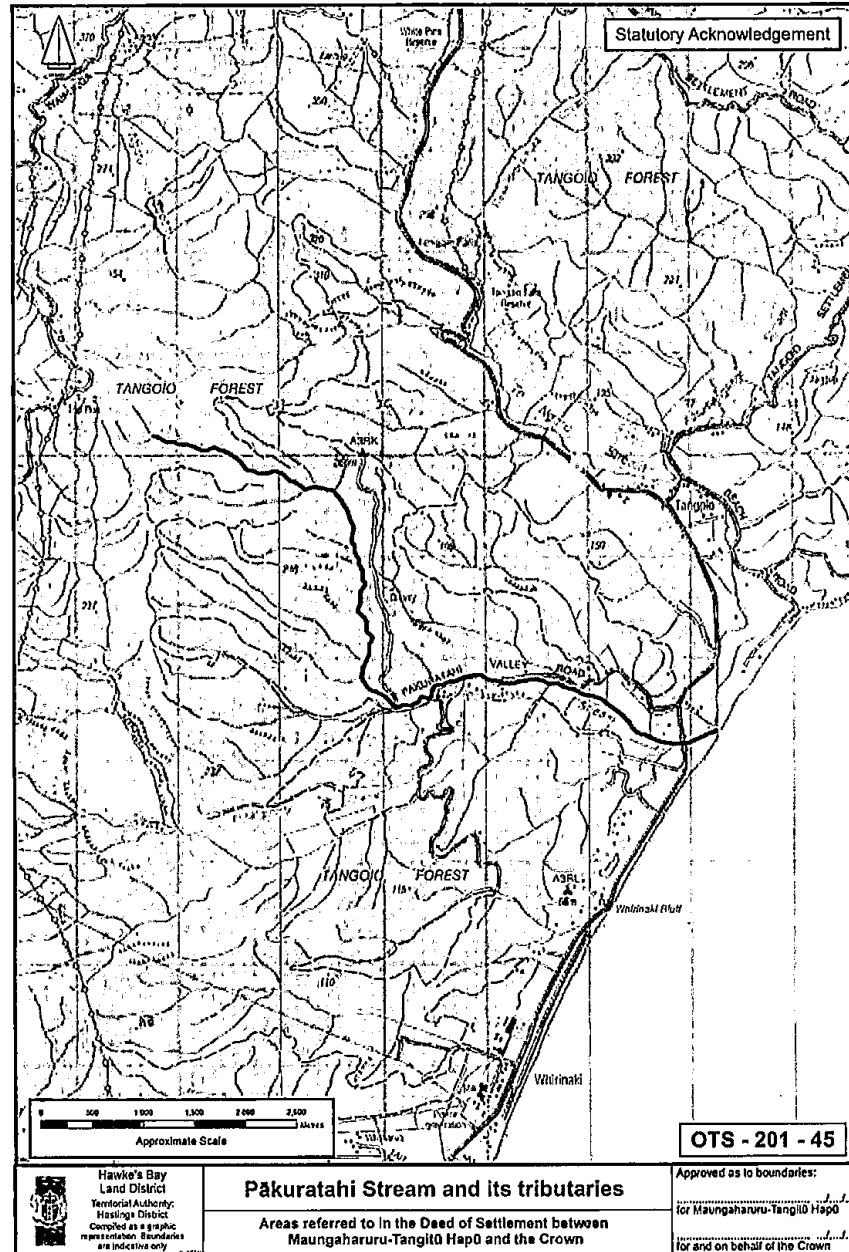


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

PĀKURATAHI STREAM AND ITS TRIBUTARIES

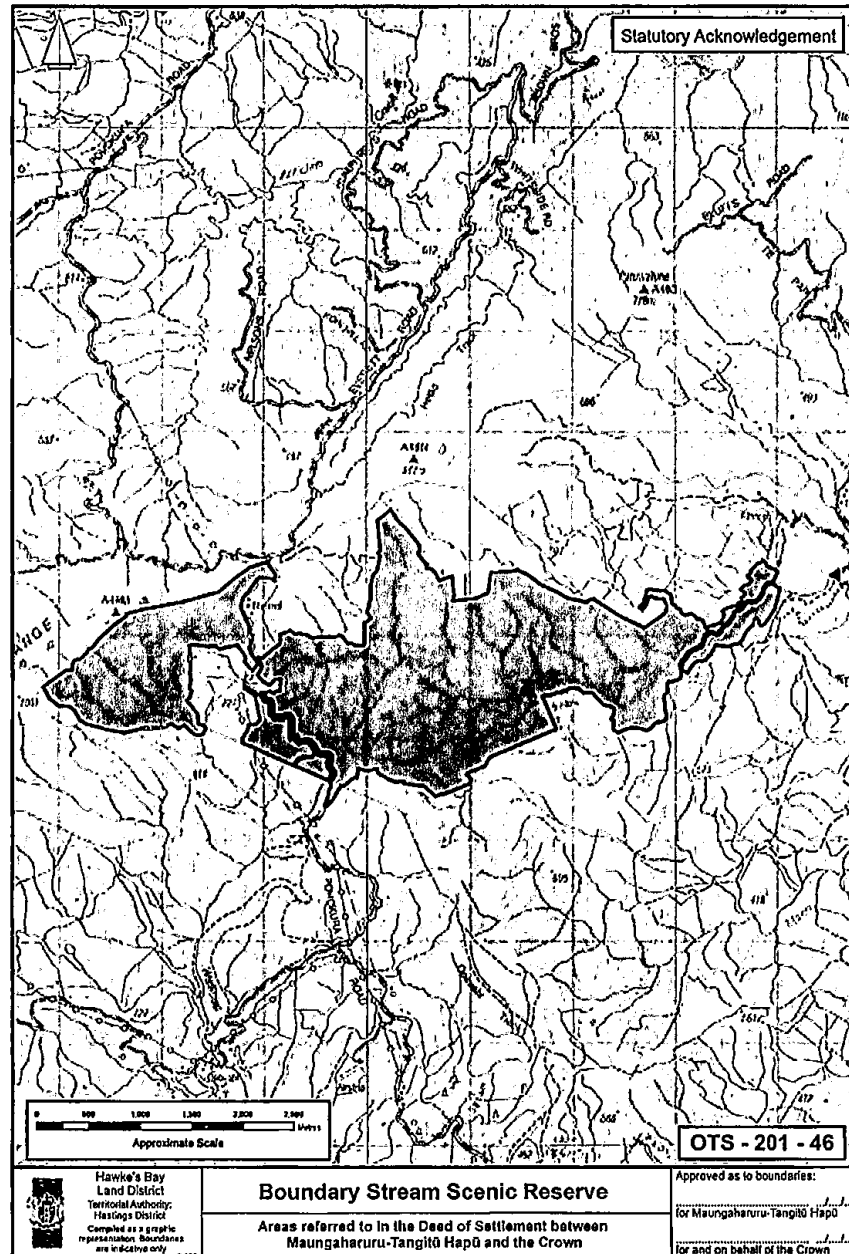


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

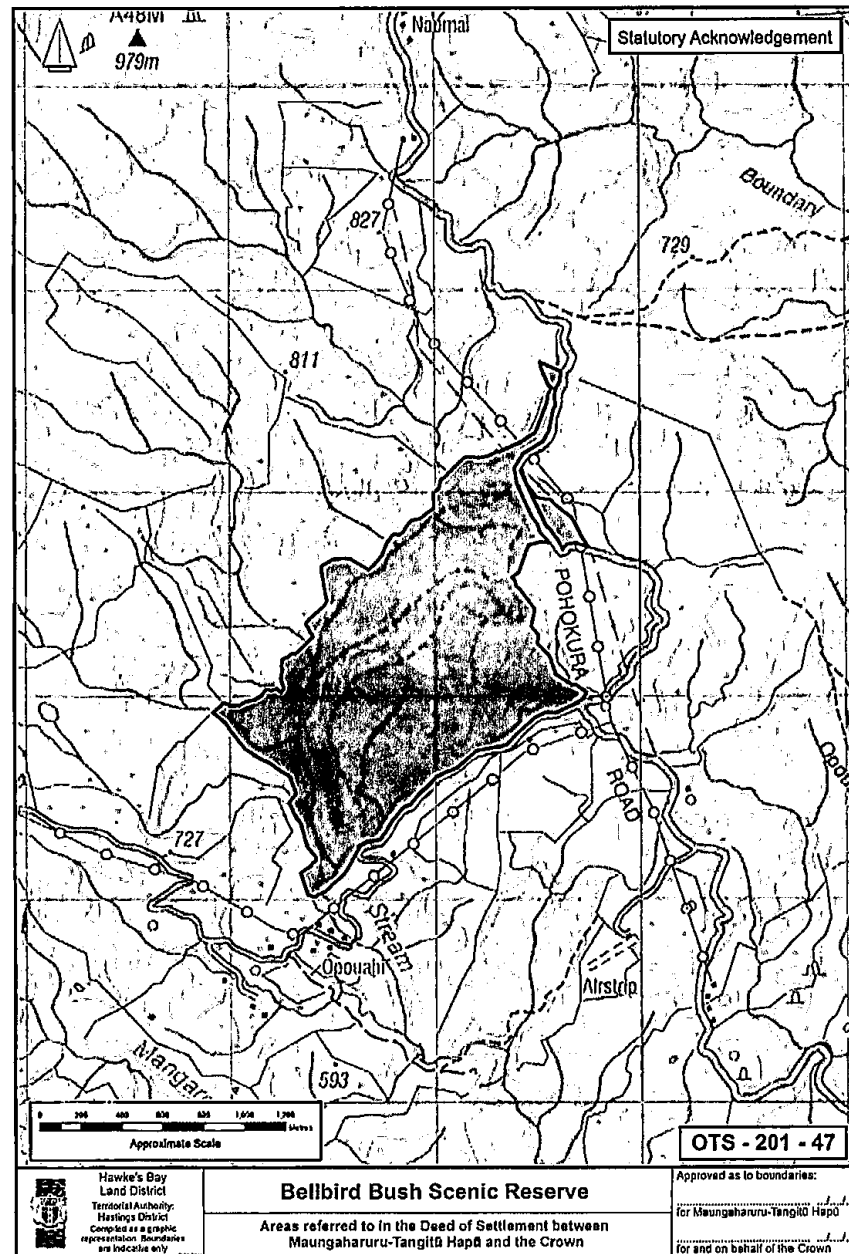
BOUNDARY STREAM SCENIC RESERVE



ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

BELLBIRD BUSH SCENIC RESERVE

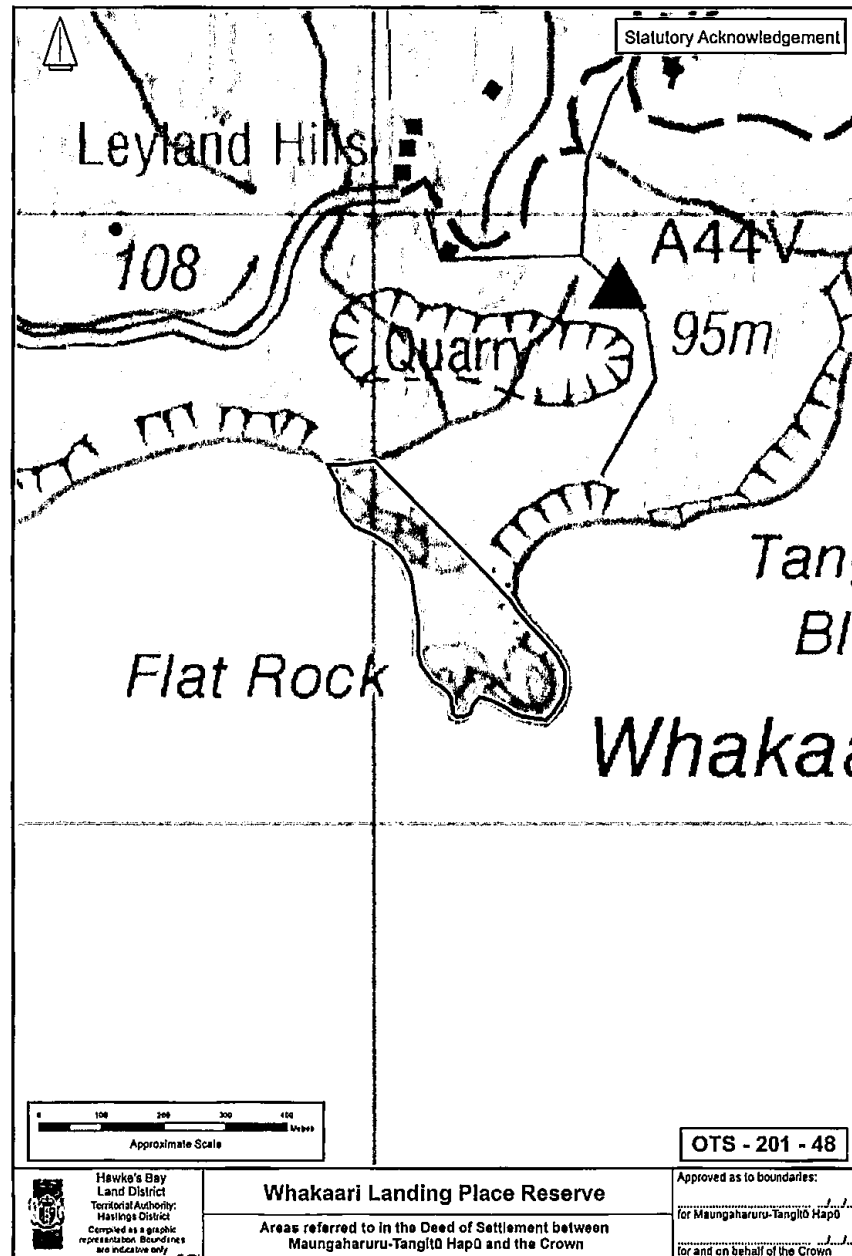


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

WHAKAARI LANDING PLACE RESERVE

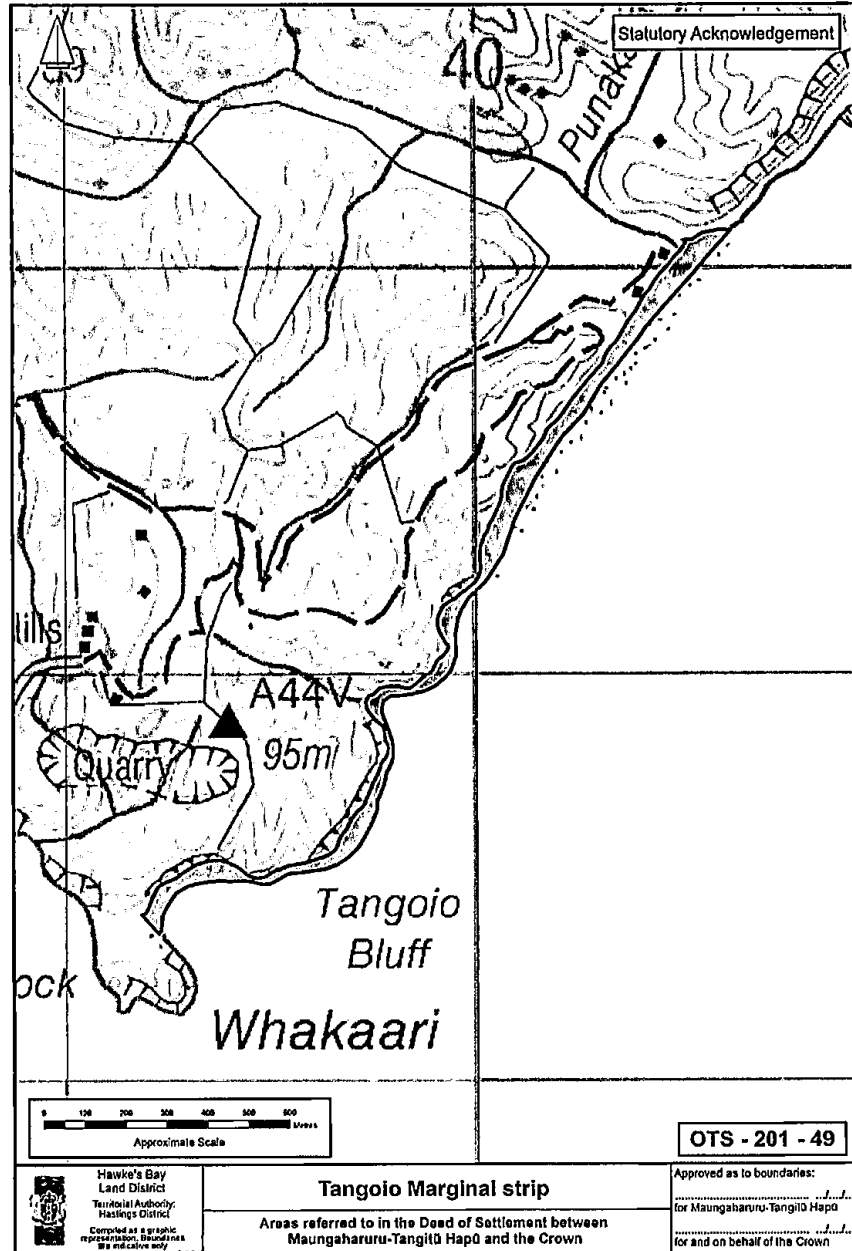


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

TANGOIO MARGINAL STRIP

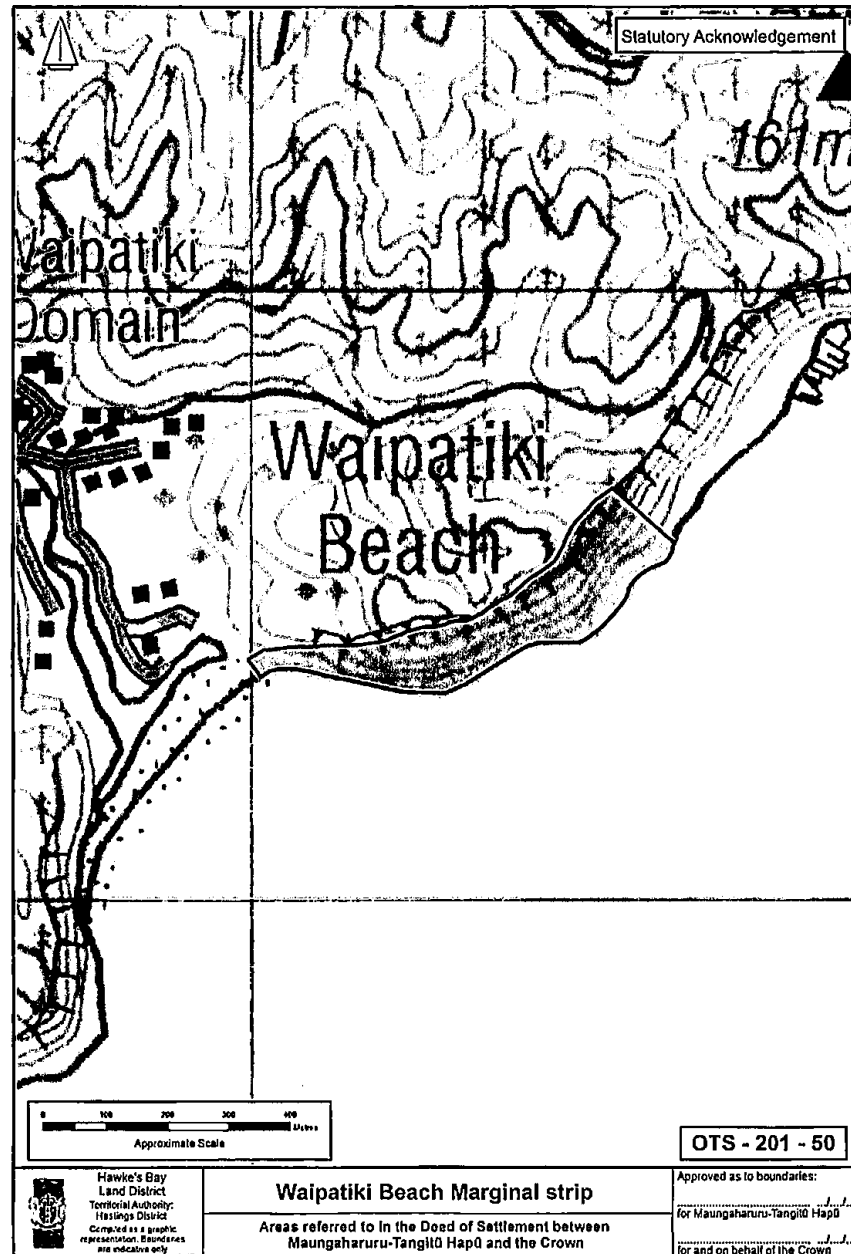


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT

WAIPATIKI BEACH MARGINAL STRIP



Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

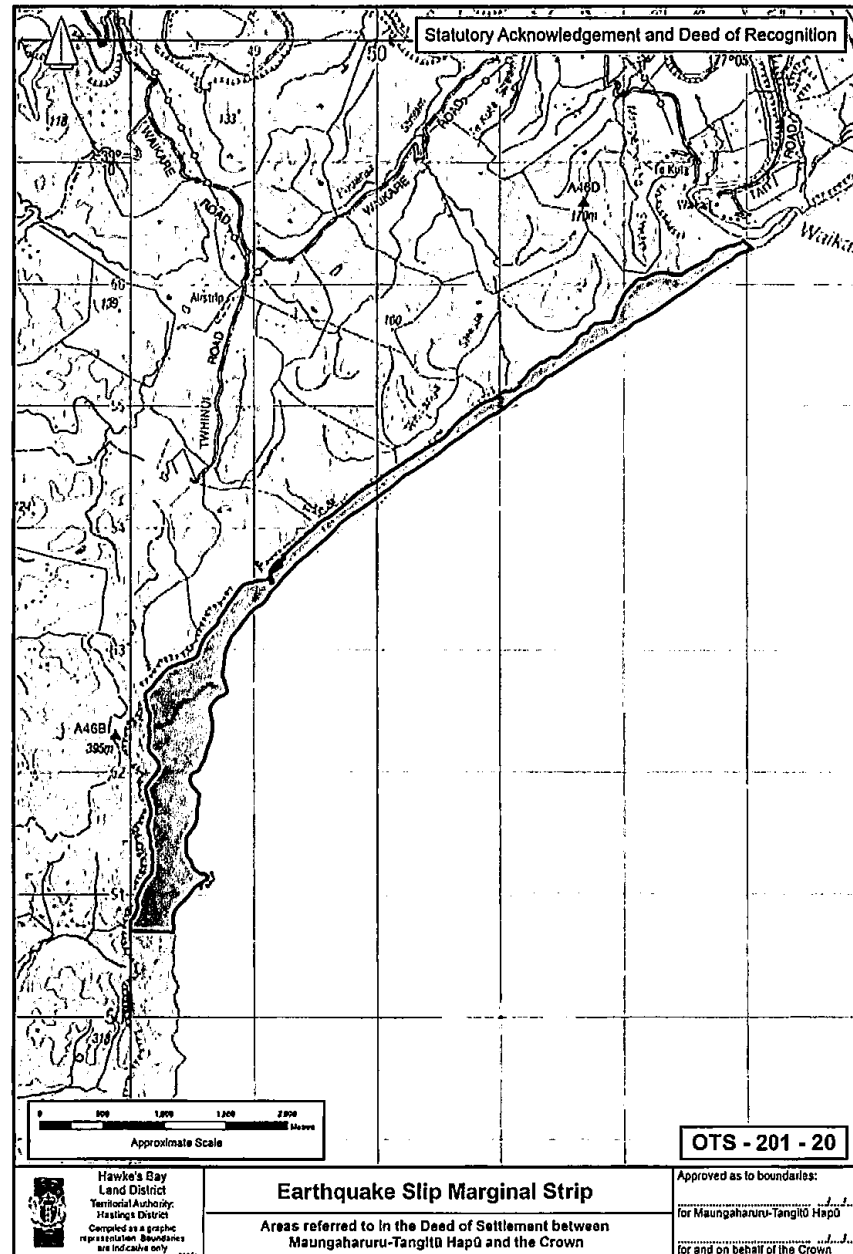
2.3 STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

- EARTHQUAKE SLIP MARGINAL STRIP
- MOEANGIANGI MARGINAL STRIP
- ESK KIWI SANCTUARY AREA
- TANGOIO FALLS SCENIC RESERVE
- WHITE PINE BUSH SCENIC RESERVE
- MANGAPUKAHU SCENIC RESERVE
- TE KUTA RECREATION RESERVE
- WAIPATIKI SCENIC RESERVE
- WAIKOAU CONSERVATION AREA
- PEAKS OF MAUNGAHARURU RANGE
- ANAURA STREAM AND ITS TRIBUTARIES
- AROPAOANUI RIVER AND ITS TRIBUTARIES
- ESK RIVER AND ITS TRIBUTARIES
- MAHIARUHE STREAM AND ITS TRIBUTARIES
- TE NGARUE STREAM AND ITS TRIBUTARIES
- WAIKARI RIVER AND ITS TRIBUTARIES
- WAIKOAU RIVER AND ITS TRIBUTARIES

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

EARTHQUAKE SLIP MARGINAL STRIP

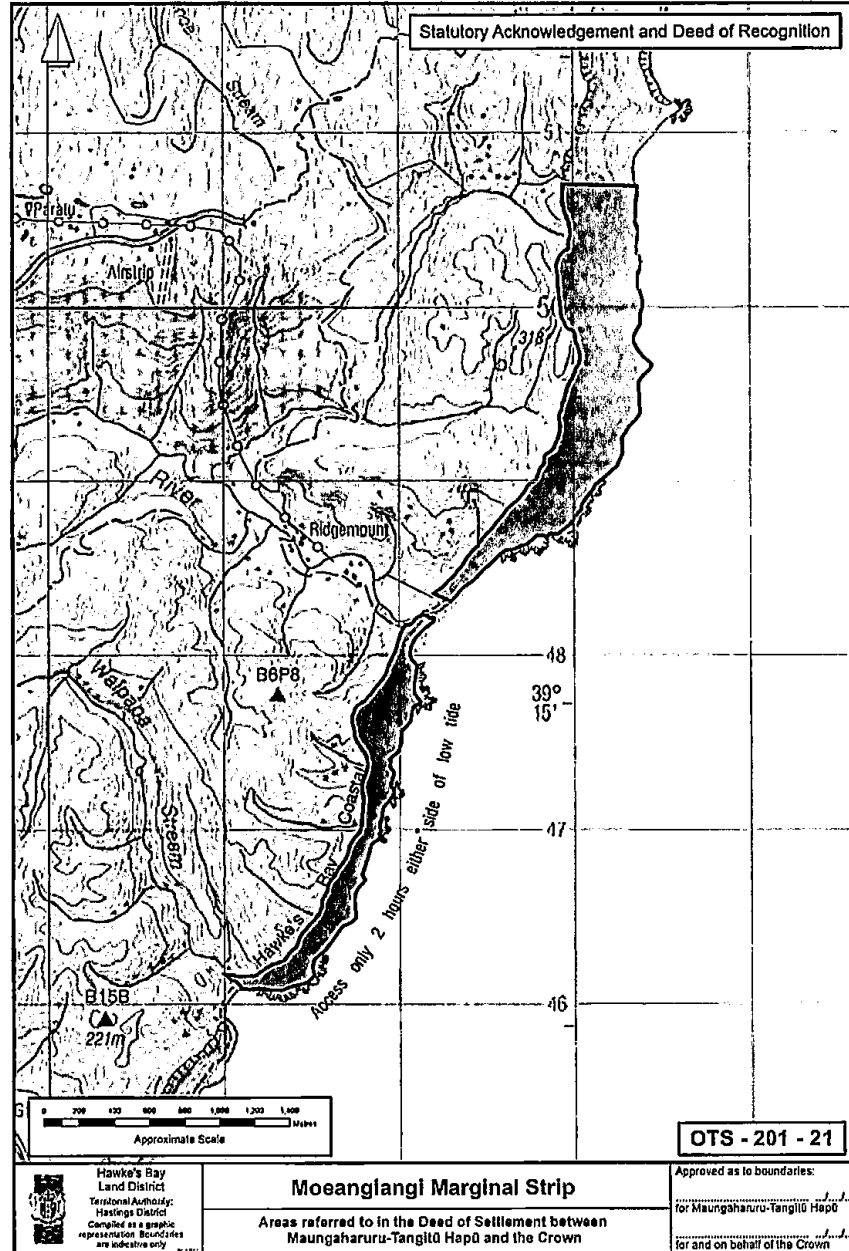


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

MOEANGIANGI MARGINAL STRIP

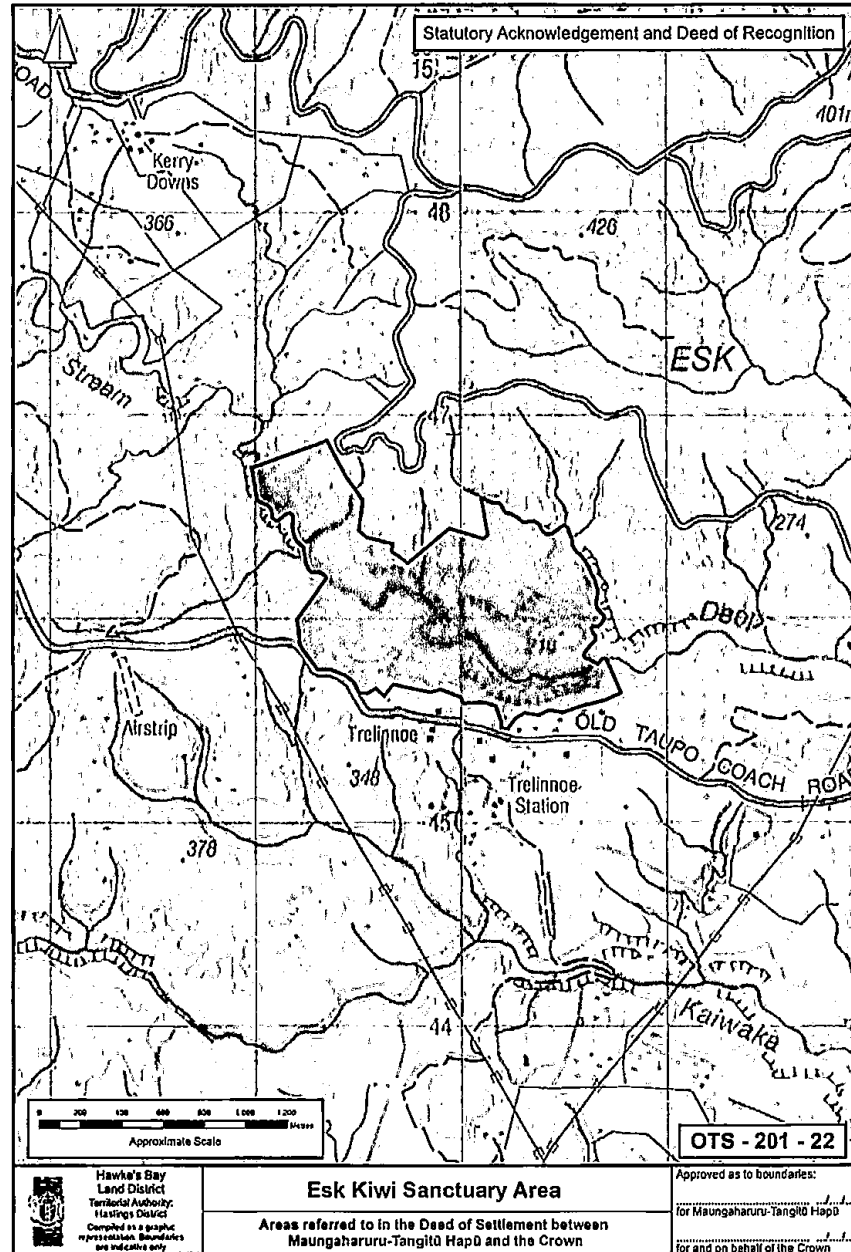


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

ESK KIWI SANCTUARY AREA

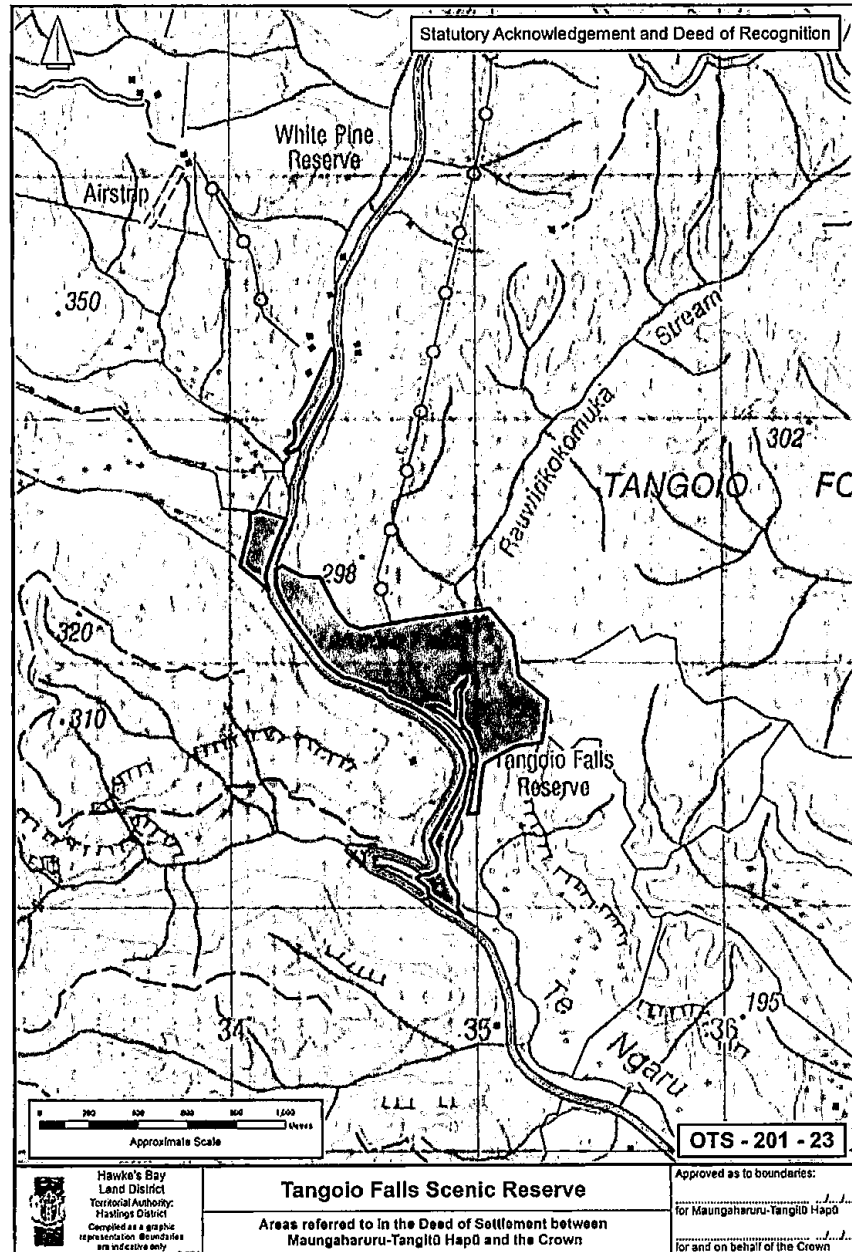


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

TANGOIO FALLS SCENIC RESERVE

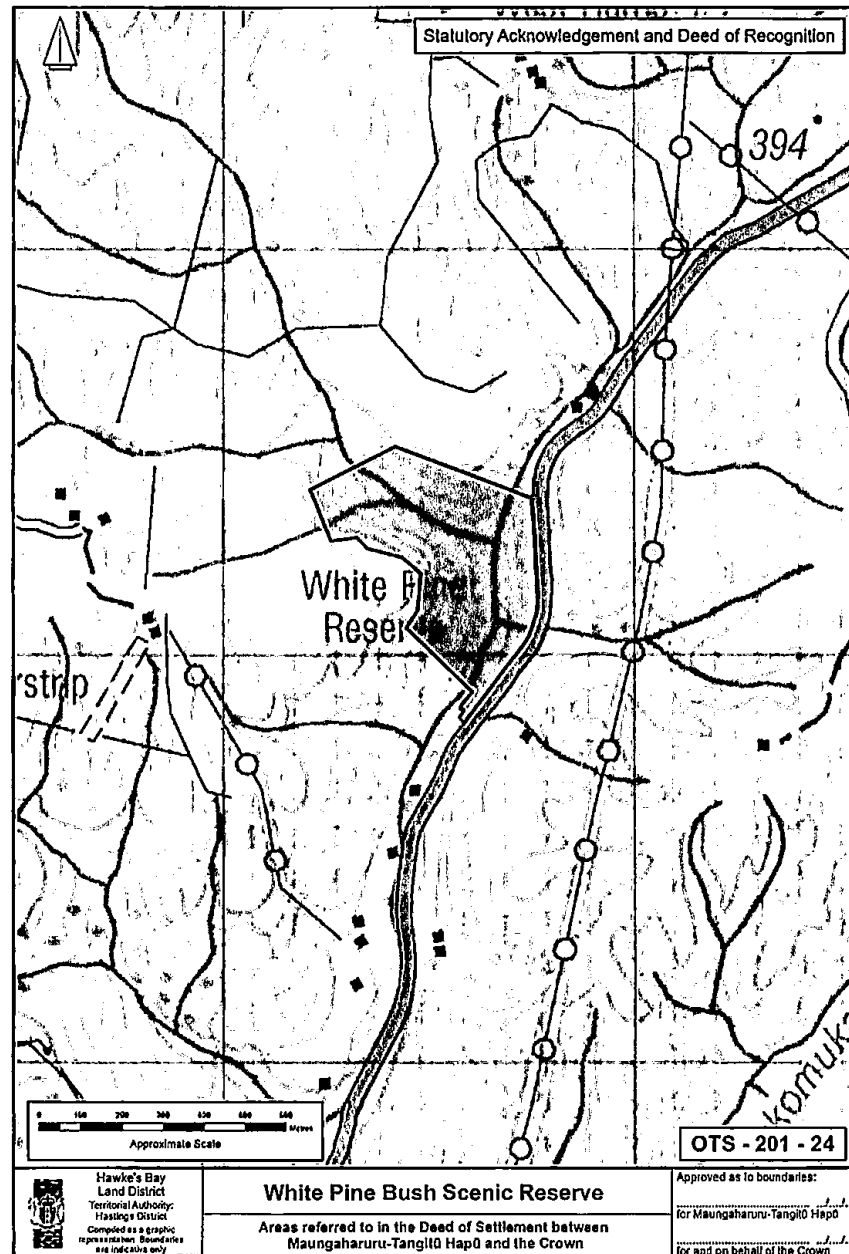


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

WHITE PINE BUSH SCENIC RESERVE

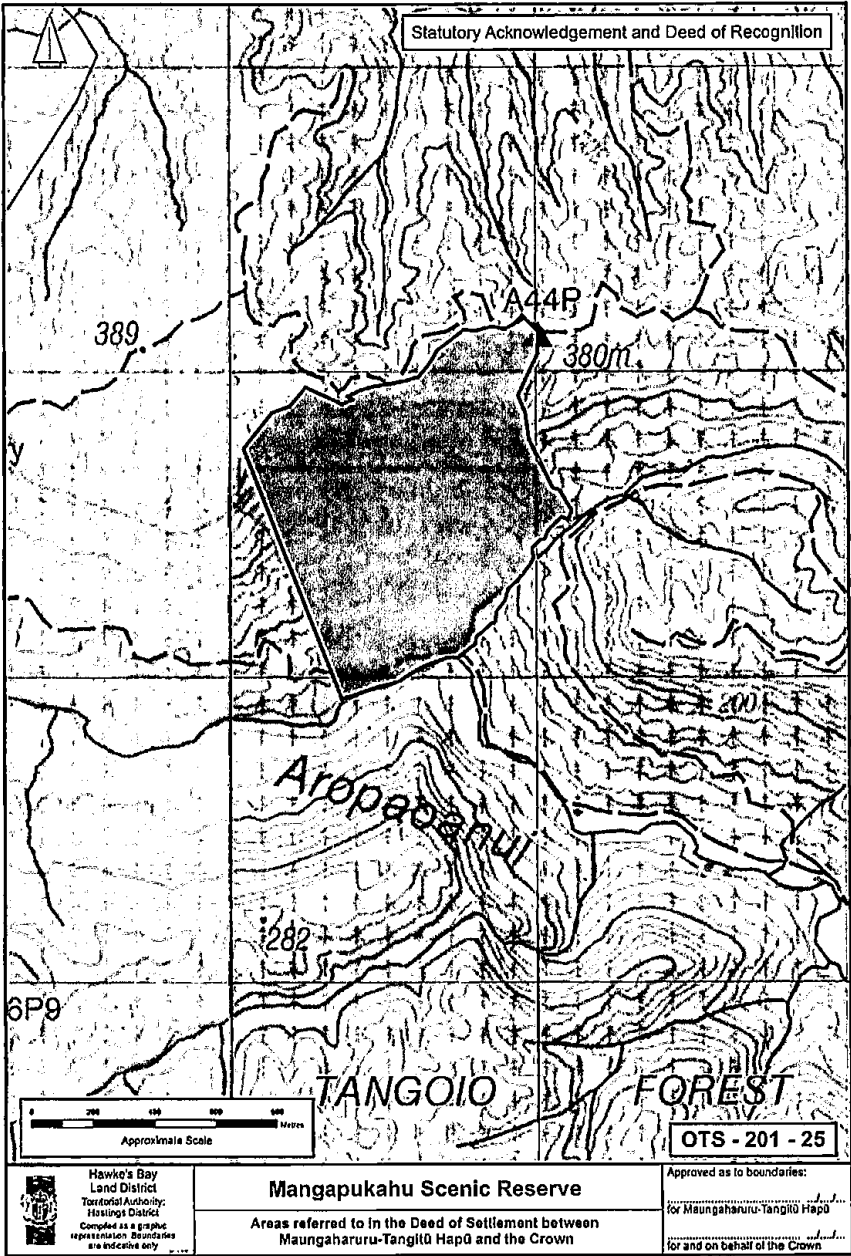


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

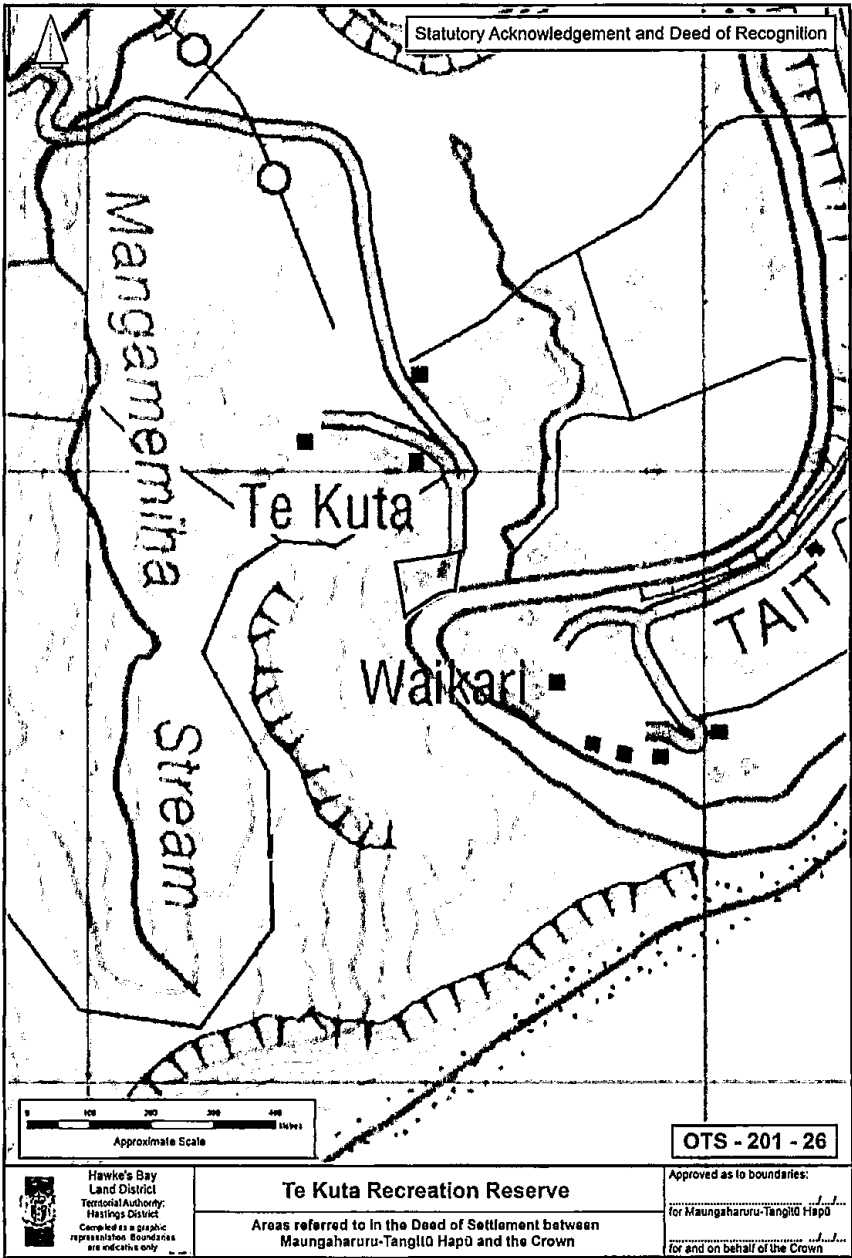
MANGAPUKAHU SCENIC RESERVE



ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

TE KUTA RECREATION RESERVE

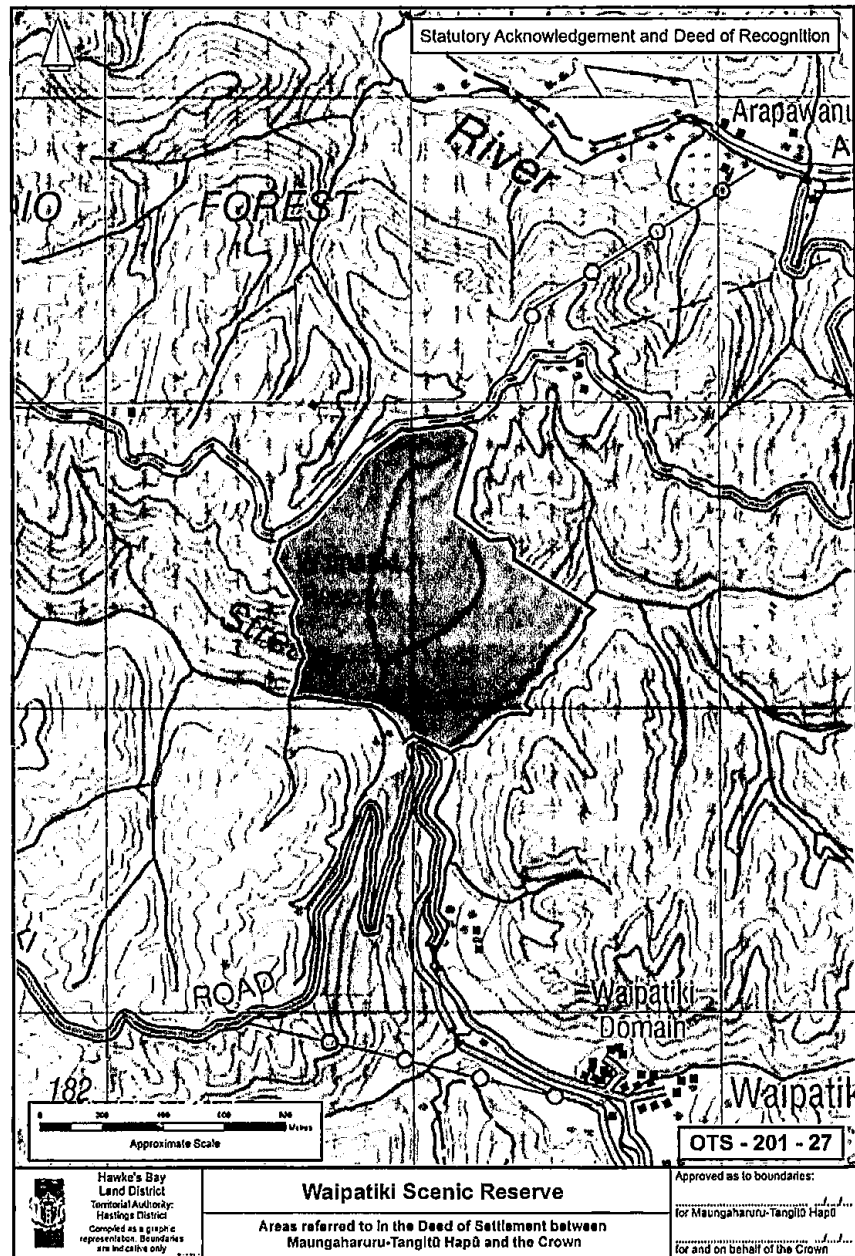


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

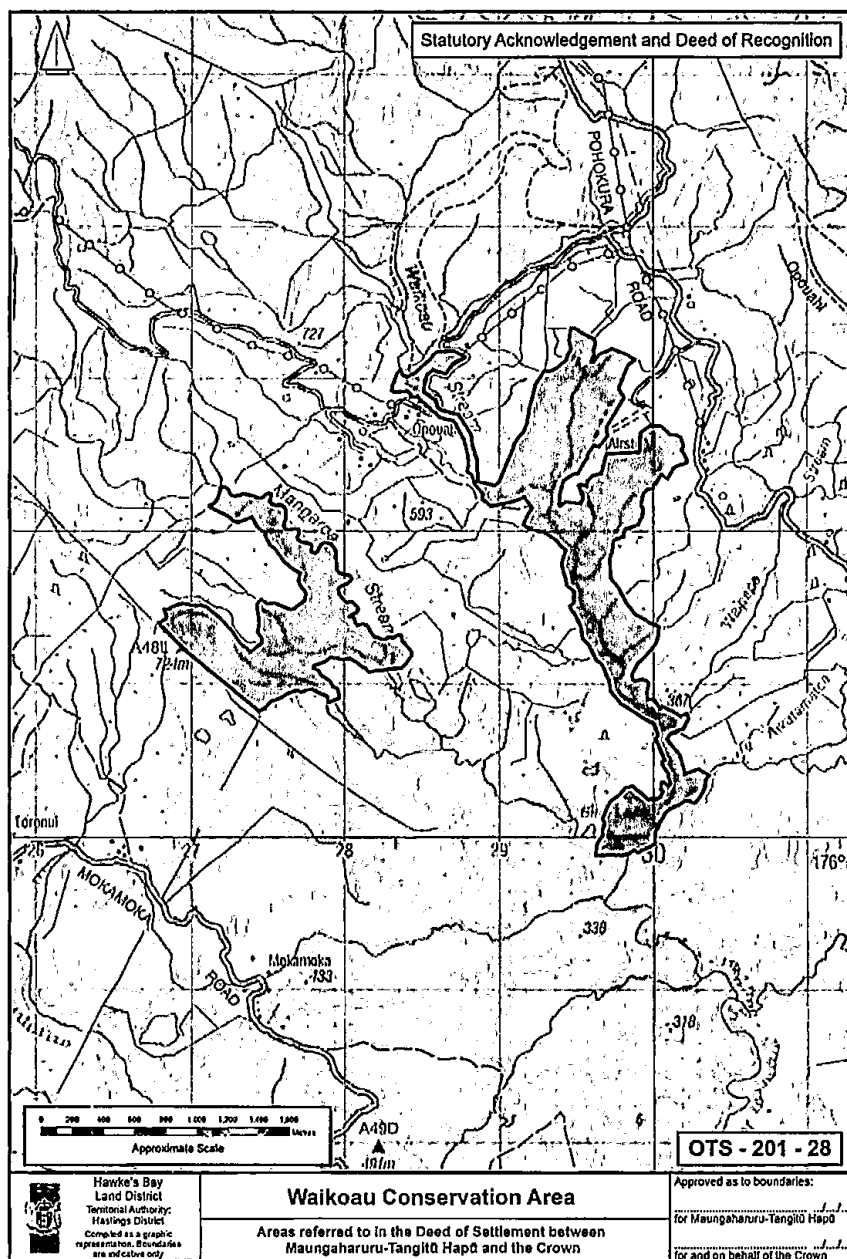
WAIPATIKI SCENIC RESERVE



Item 5

ATTACHMENTS

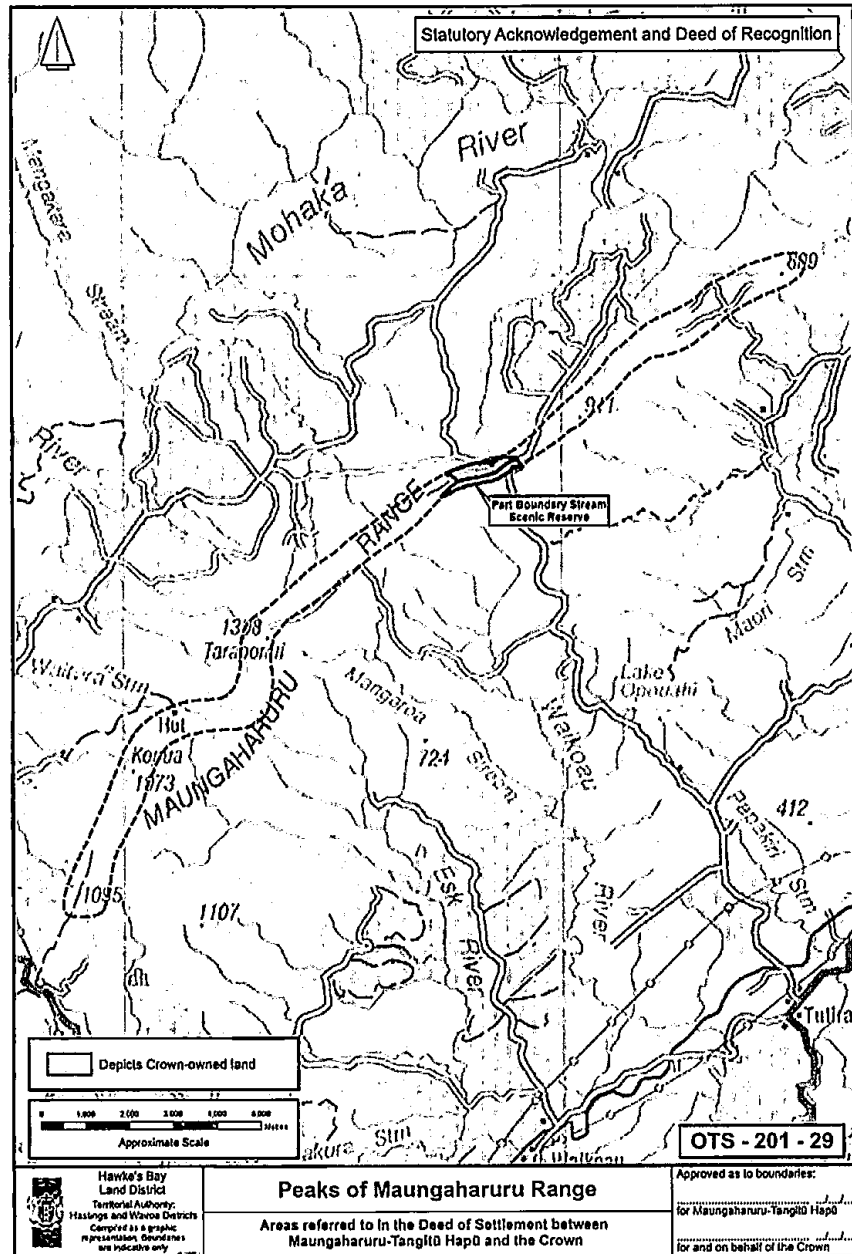
2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

WAIKOAU CONSERVATION AREA

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

PEAKS OF MAUNGAHARURU RANGE

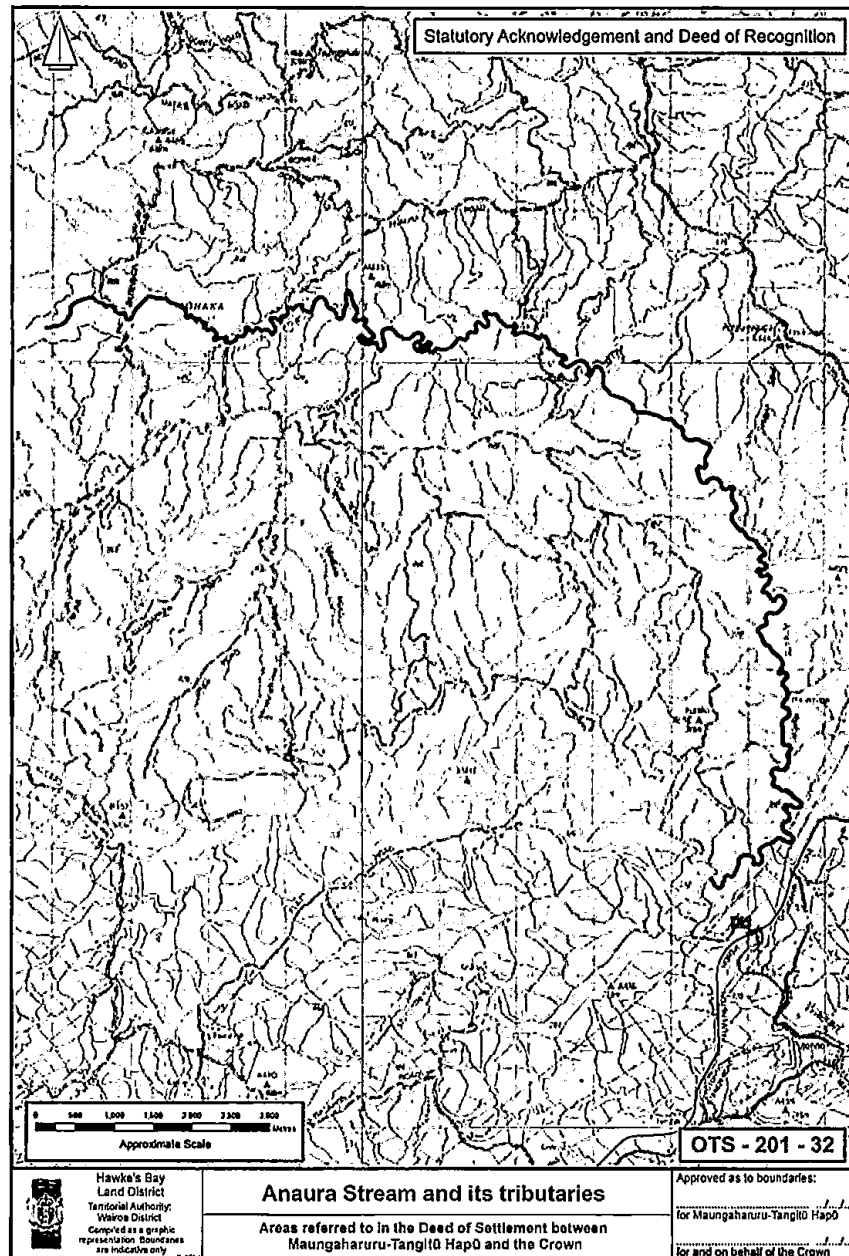


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

ANAURA STREAM AND ITS TRIBUTARIES

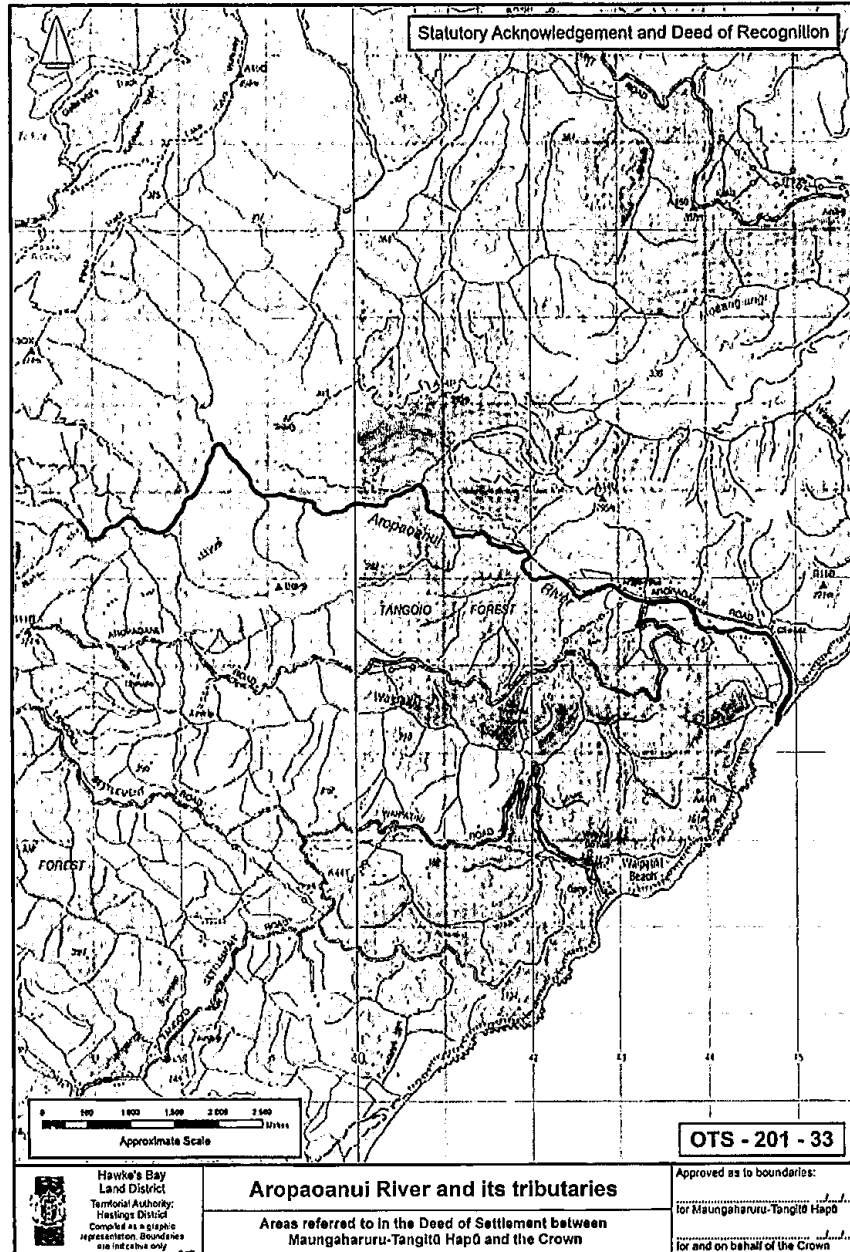


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

AROPAOANUI RIVER AND ITS TRIBUTARIES

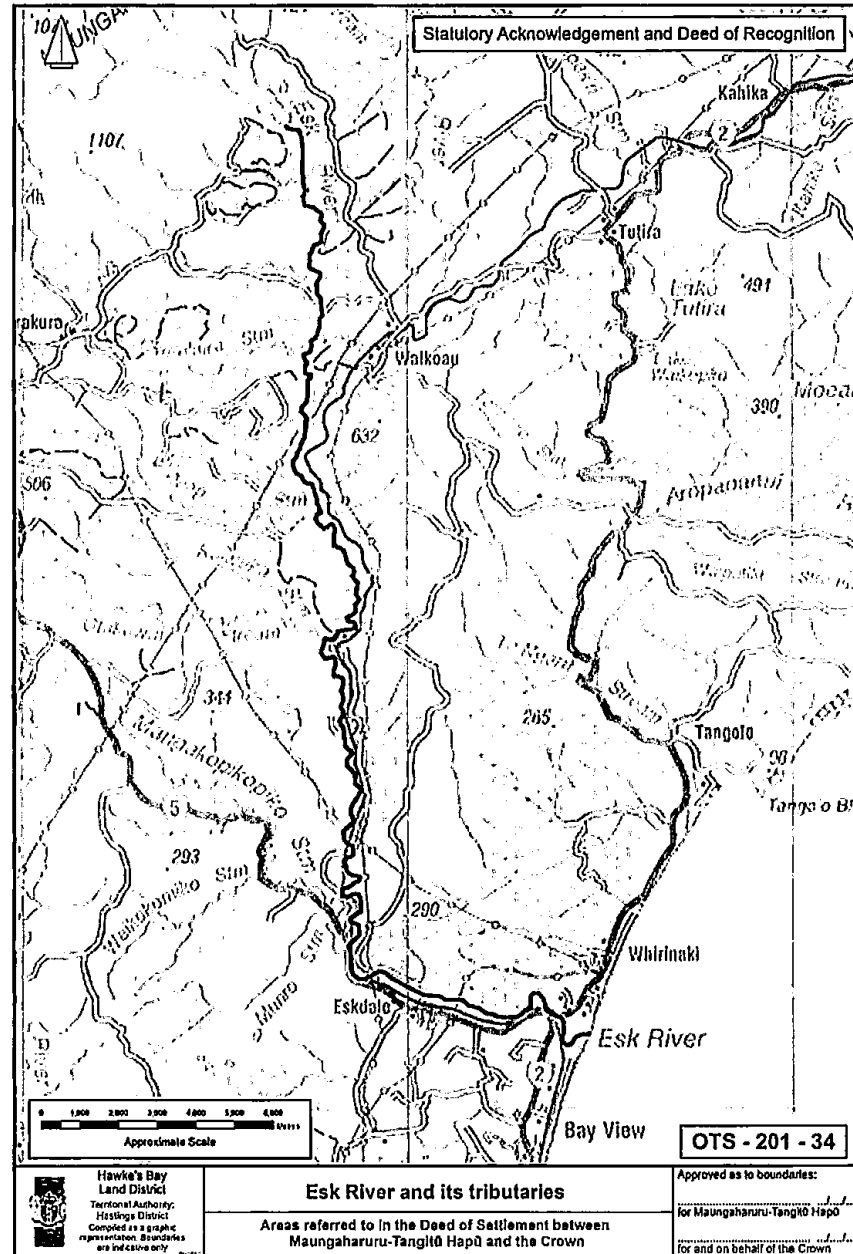


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

ESK RIVER AND ITS TRIBUTARIES

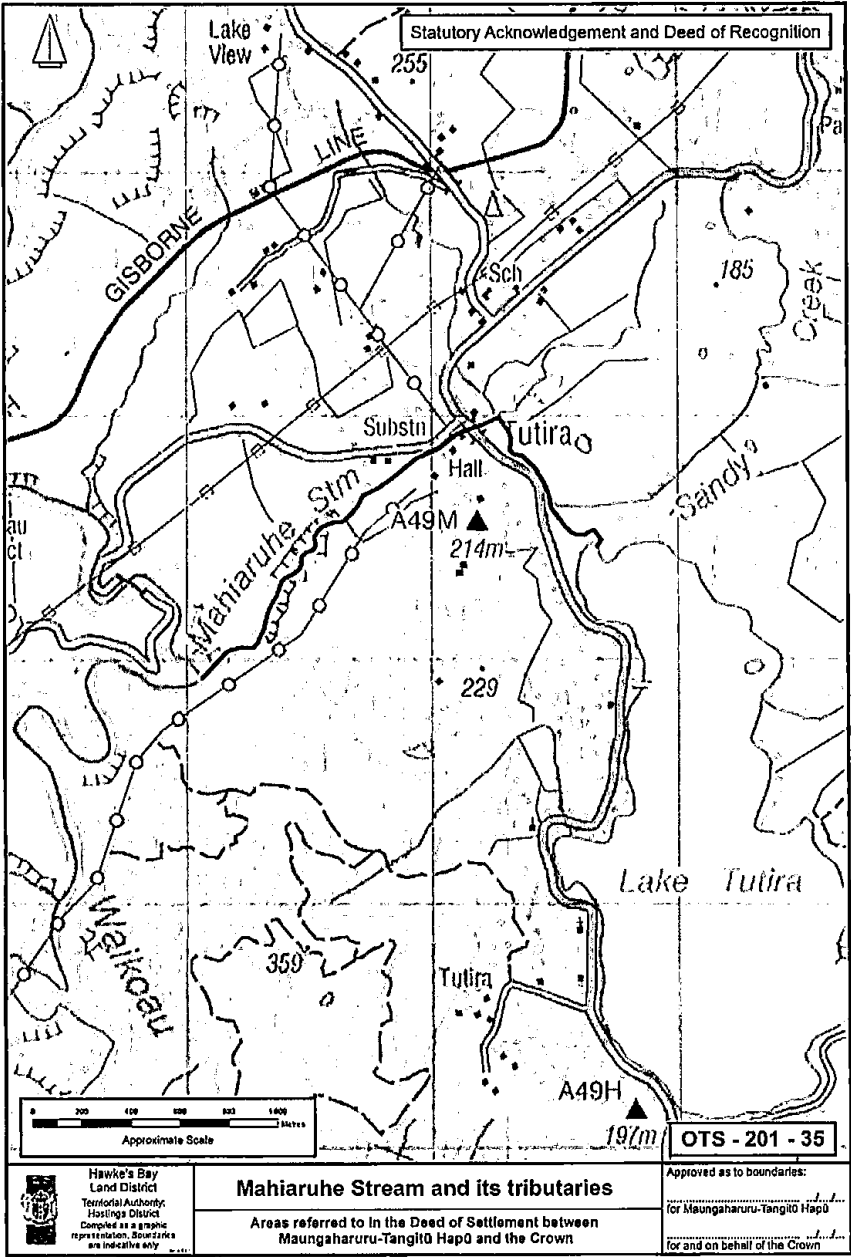


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

MAHIARUHE STREAM AND ITS TRIBUTARIES

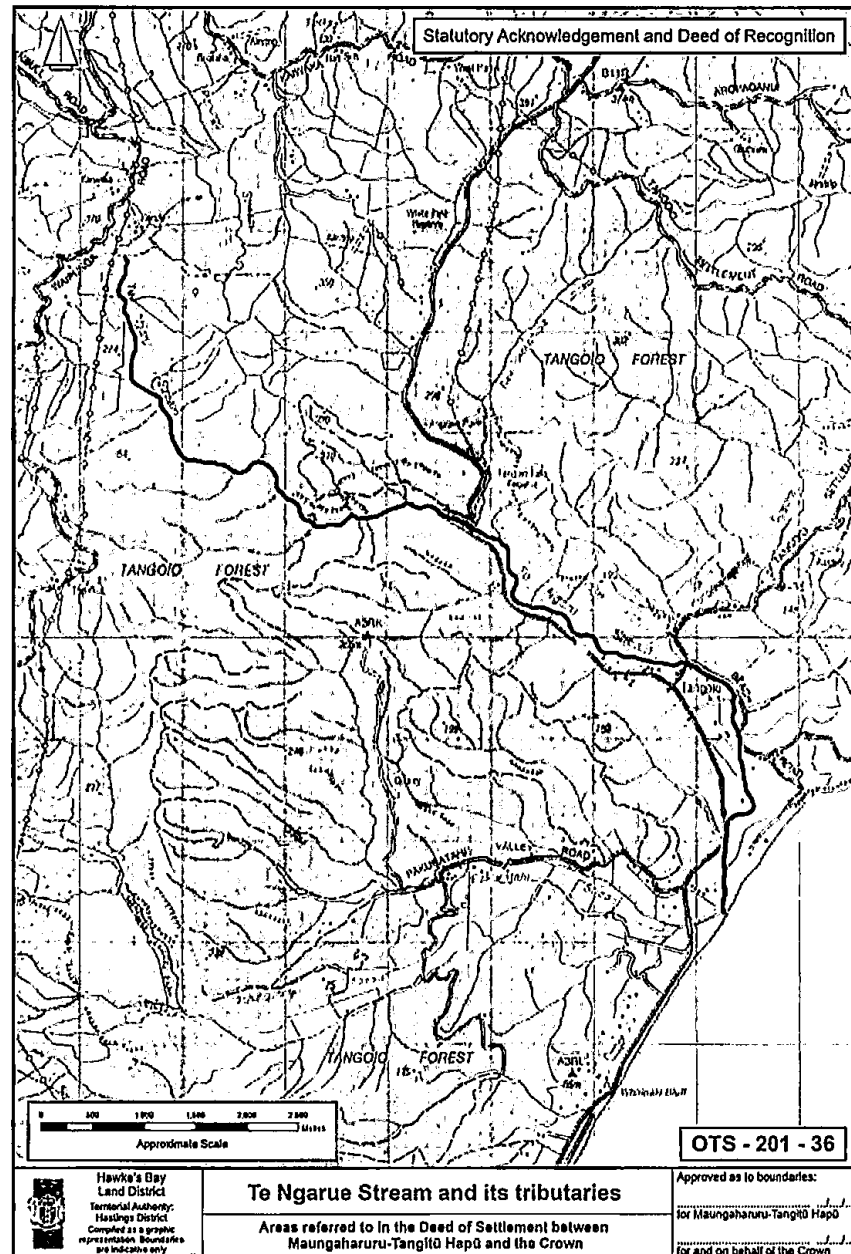


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

TE NGARUE STREAM AND ITS TRIBUTARIES

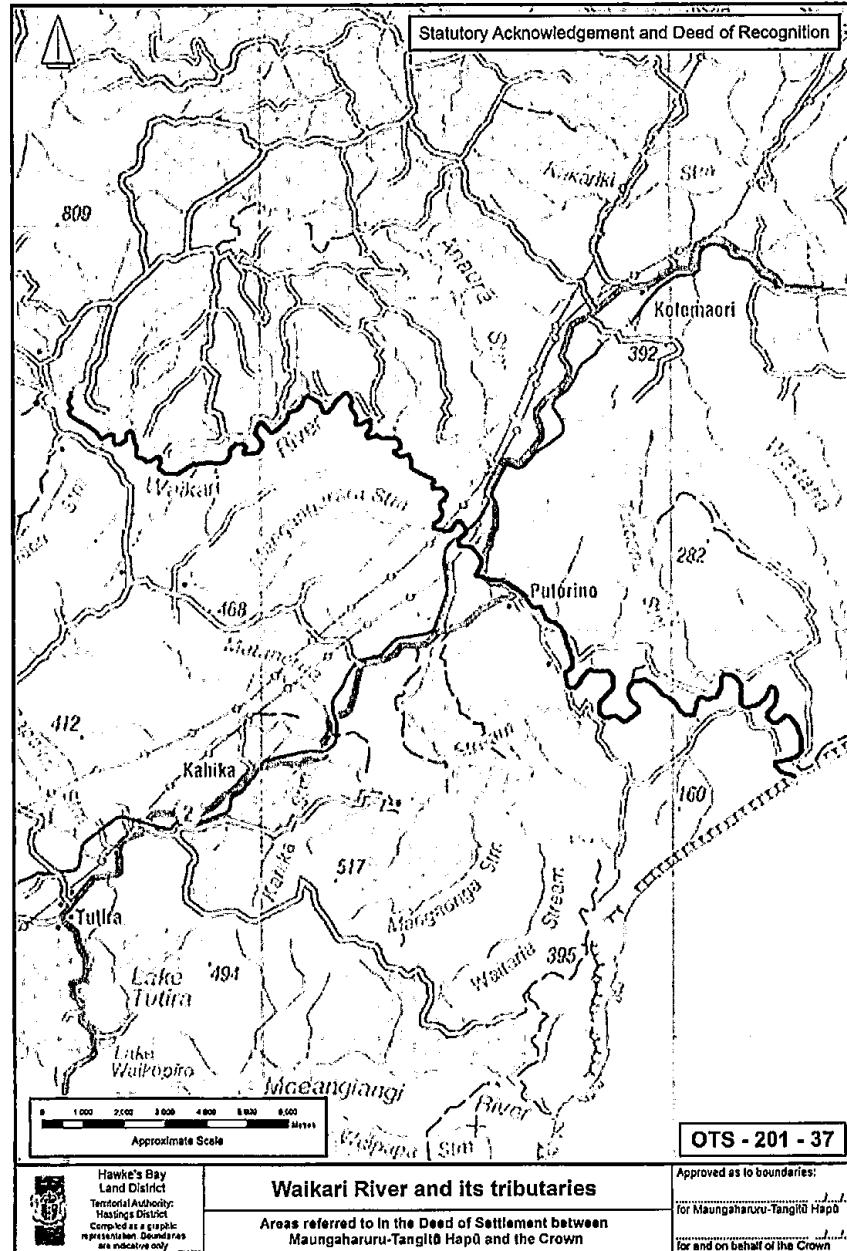


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

WAIKARI RIVER AND ITS TRIBUTARIES

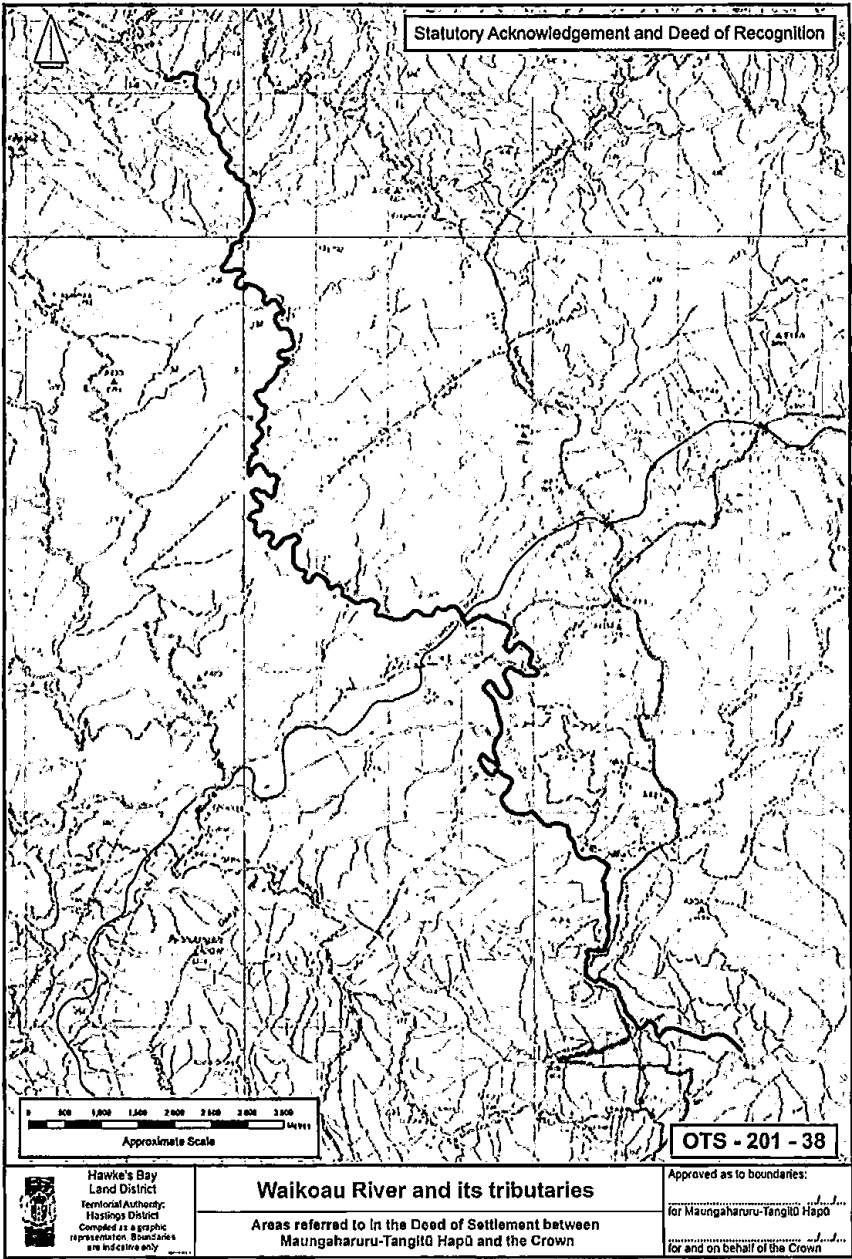


Item 5

ATTACHMENTS

2: DEED PLANS: STATUTORY ACKNOWLEDGEMENT AND DEEDS OF RECOGNITION

WAIKOAU RIVER AND ITS TRIBUTARIES



ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

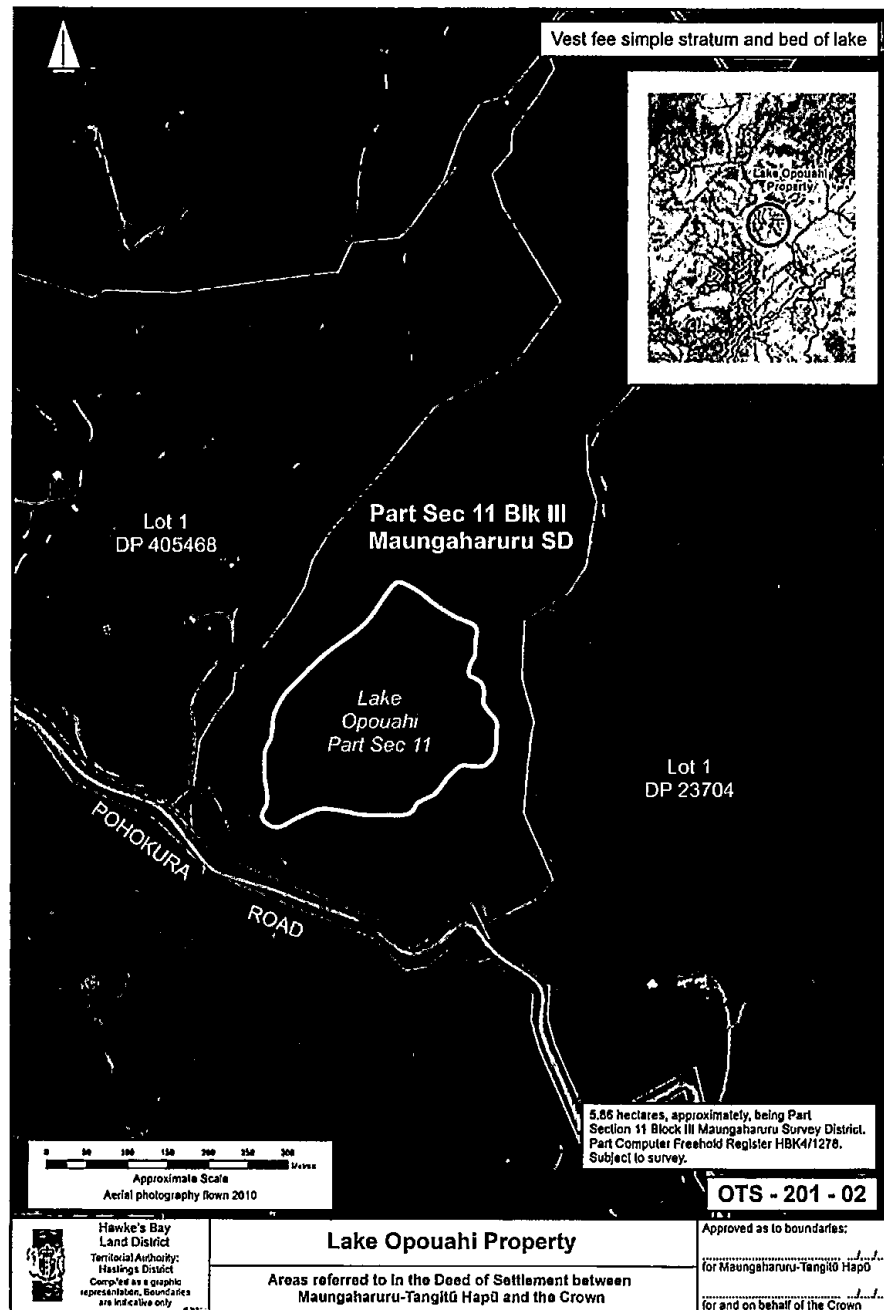
2.4 CULTURAL REDRESS PROPERTIES

- LAKE OPOUAHI PROPERTY
- PART LAKE TŪTIRA, LAKE WAIKOPIRO AND LAKE ORAKAI PROPERTIES
- PART OPOUAHI SCENIC RESERVE
- TE POHUE DOMAIN RECREATION RESERVE

ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

LAKE OPOUahi PROPERTY

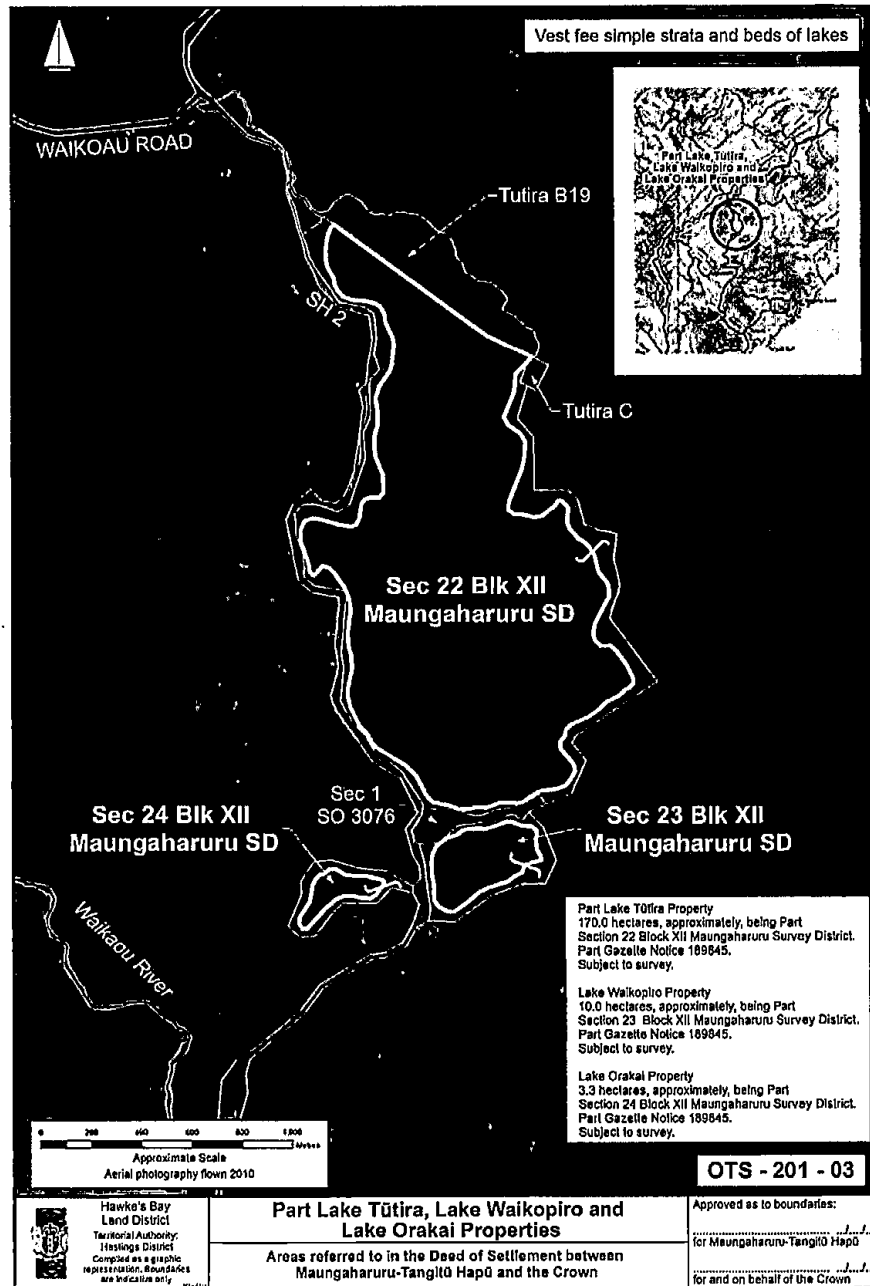


Item 5

ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

PART LAKE TŪTIRA, LAKE WAIKOPIRO AND LAKE ORAKAI PROPERTIES

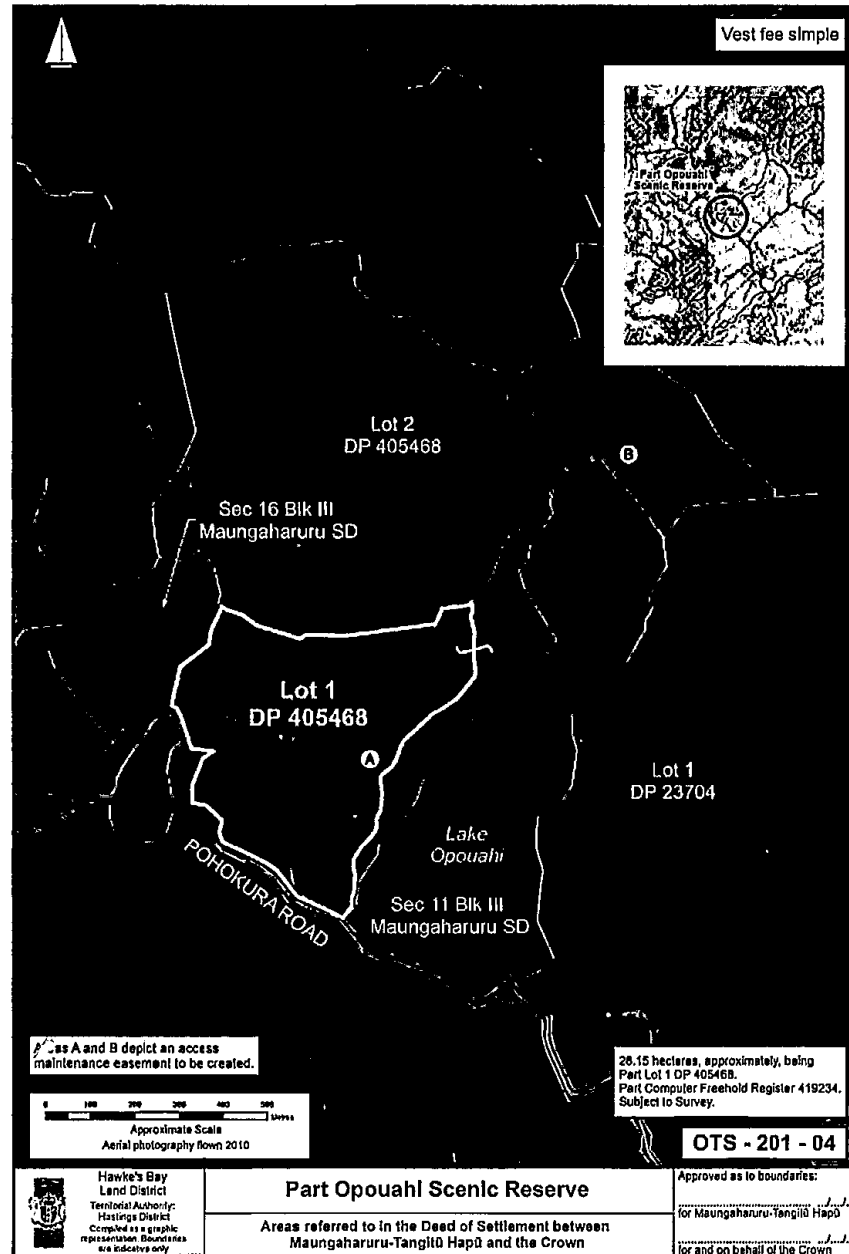


Item 5

ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

PART OPOUACHI SCENIC RESERVE

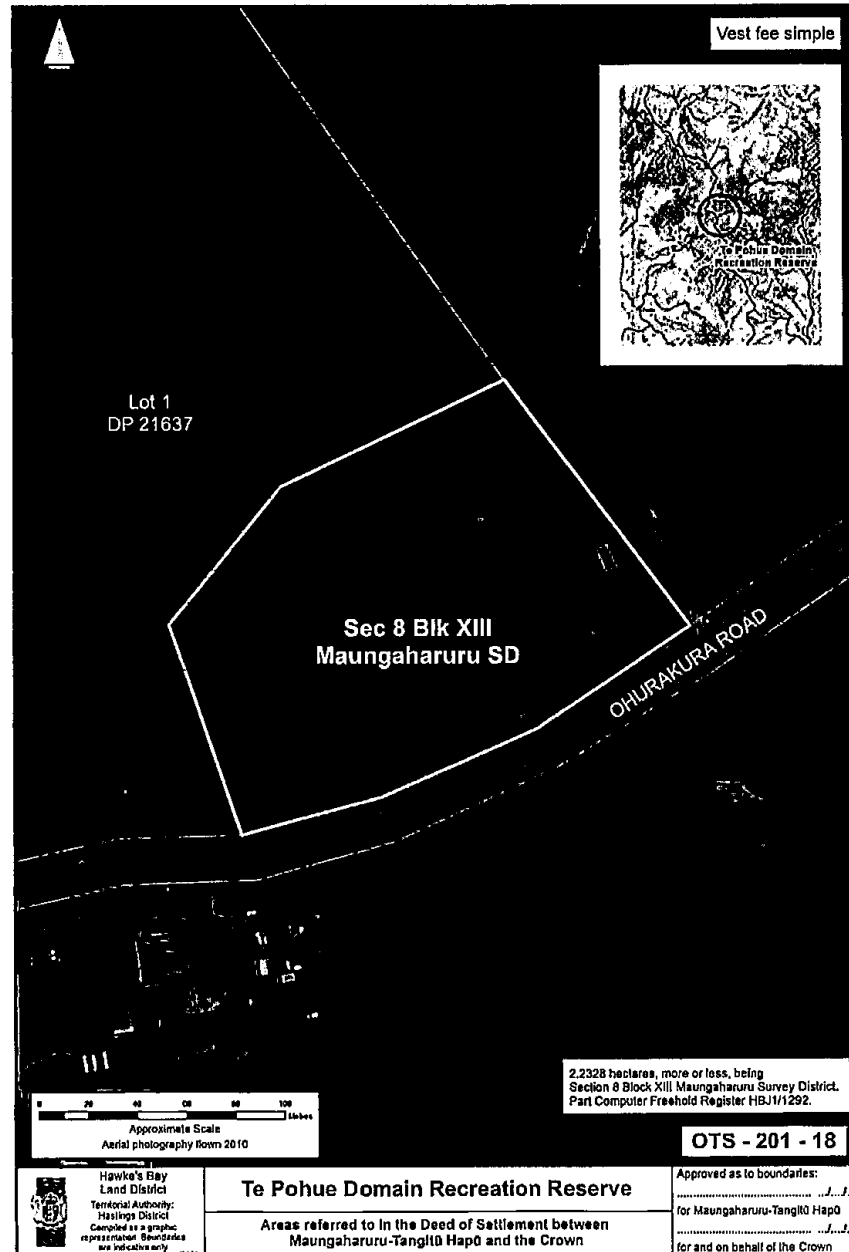


Item 5

ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

TE POHUE DOMAIN RECREATION RESERVE



Item 5

ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

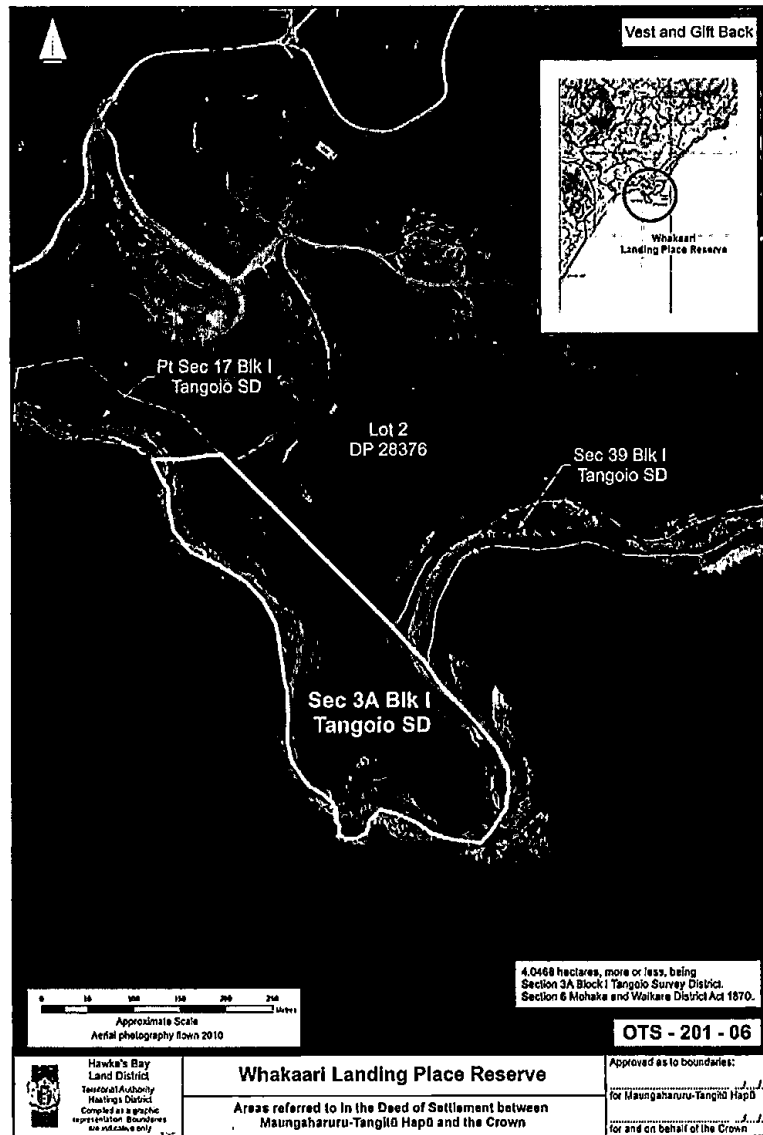
2.5 VESTING AND GIFT BACK SITES

- WHAKAARI LANDING PLACE RESERVE
- BELLBIRD BUSH SCENIC RESERVE
- BOUNDARY STREAM SCENIC RESERVE
- BALANCE OF THE OPOUHI SCENIC RESERVE

ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

WHAKAARI LANDING PLACE RESERVE

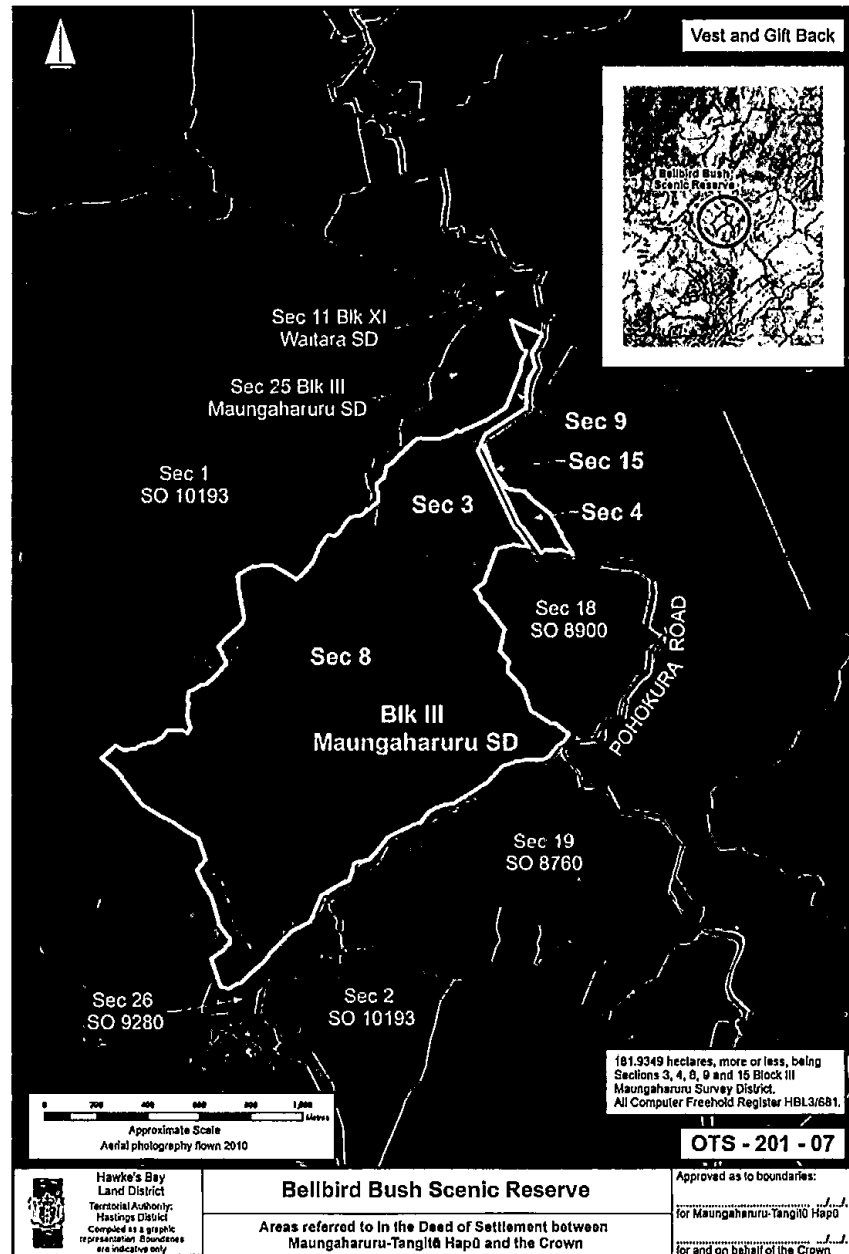


Item 5

ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

BELLBIRD BUSH SCENIC RESERVE

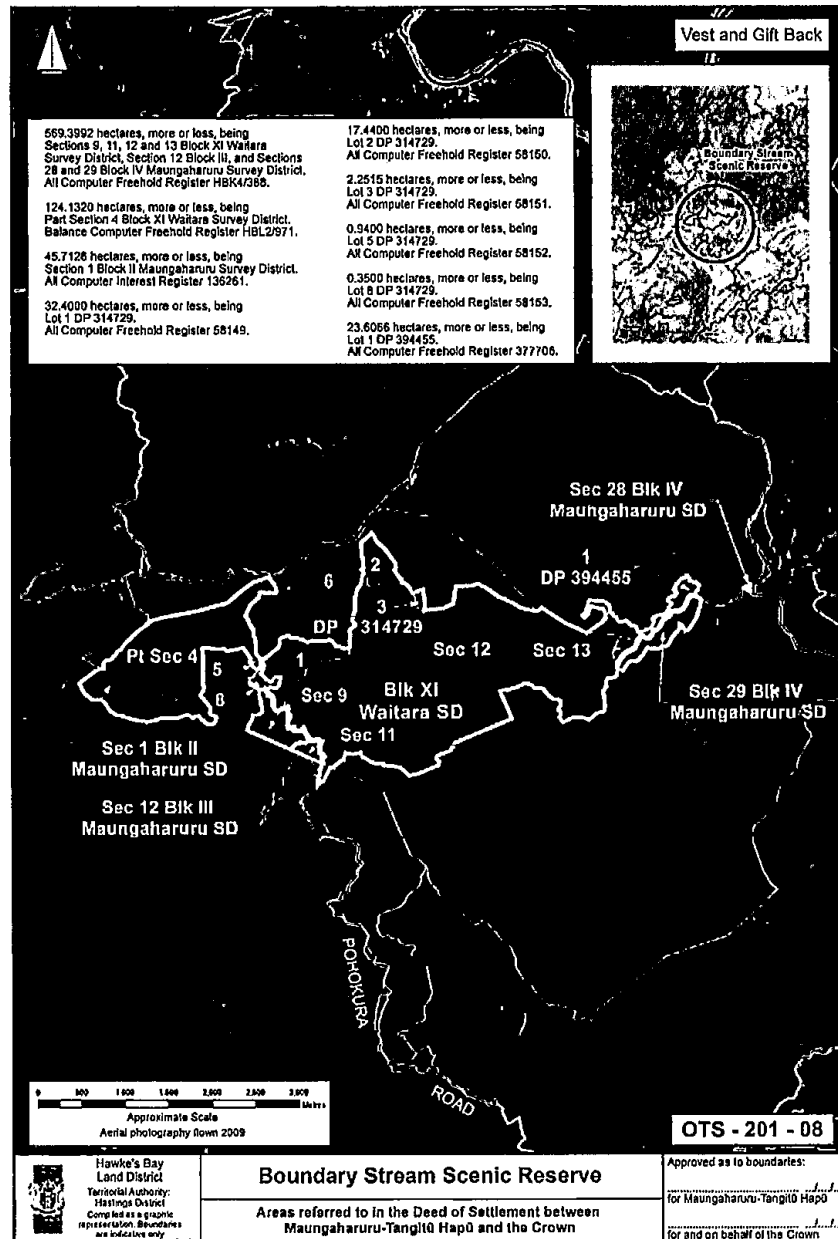


Item 5

ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

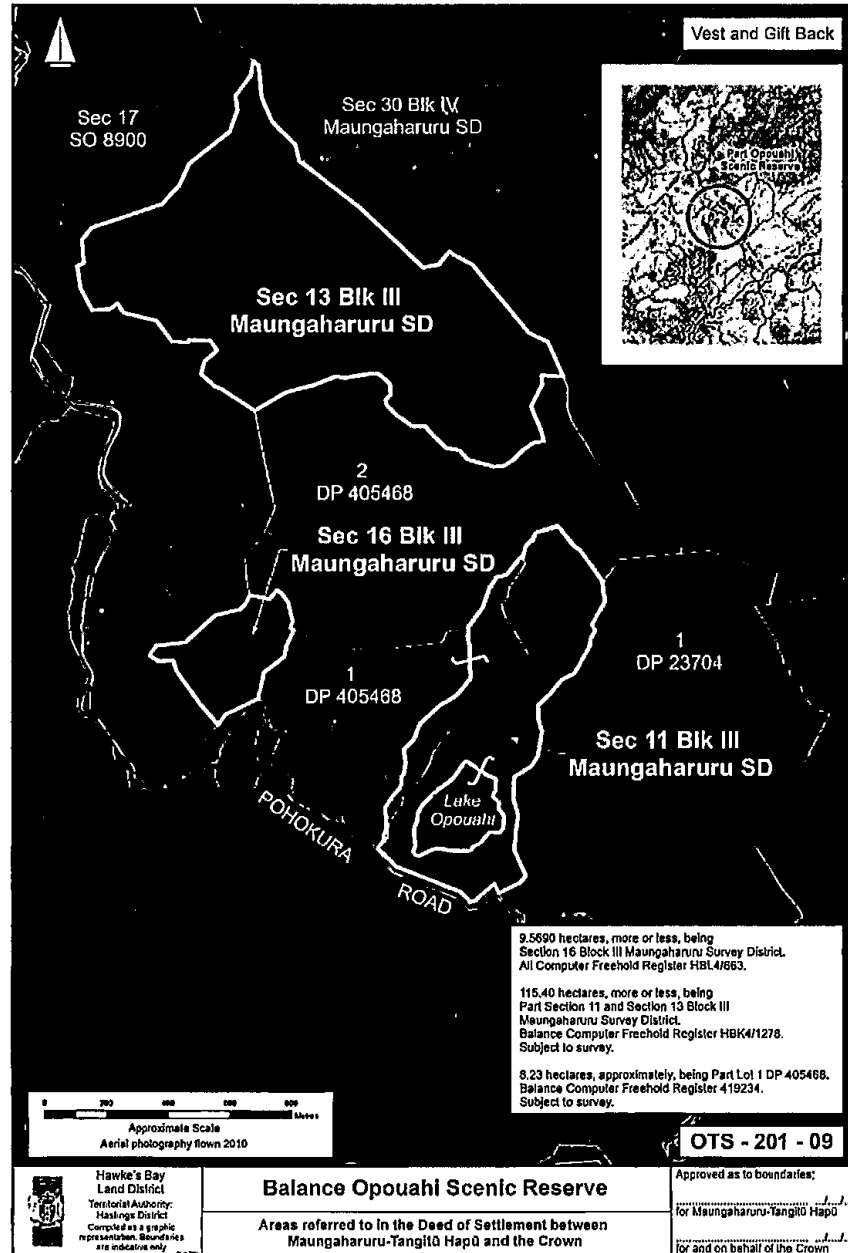
BOUNDARY STREAM SCENIC RESERVE



ATTACHMENTS

2: DEED PLANS: CULTURAL REDRESS PROPERTIES

BALANCE OF THE OPOUAHI SCENIC RESERVE

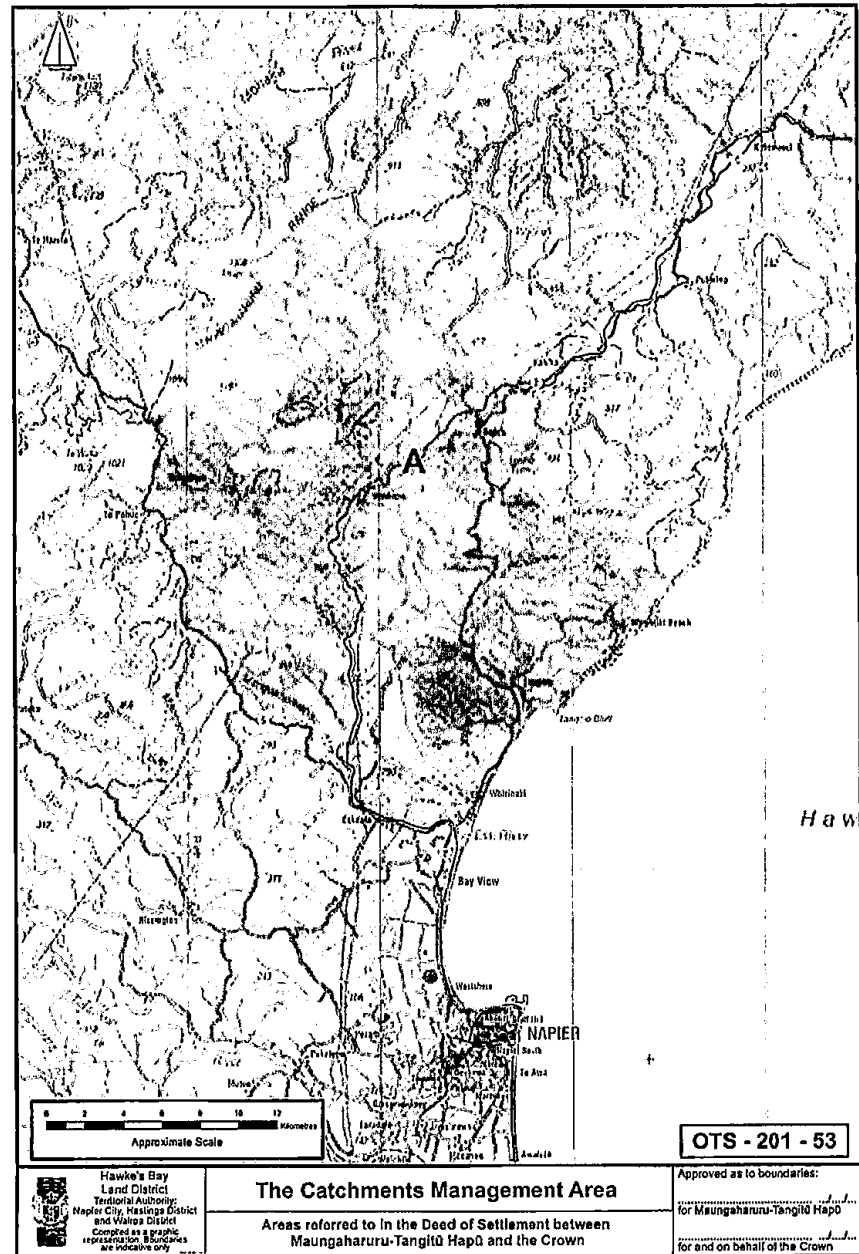


Item 5

ATTACHMENTS

2: DEED PLANS: CATCHMENTS PLAN

2.6 CATCHMENTS MANAGEMENT AREA PLAN



Item 5

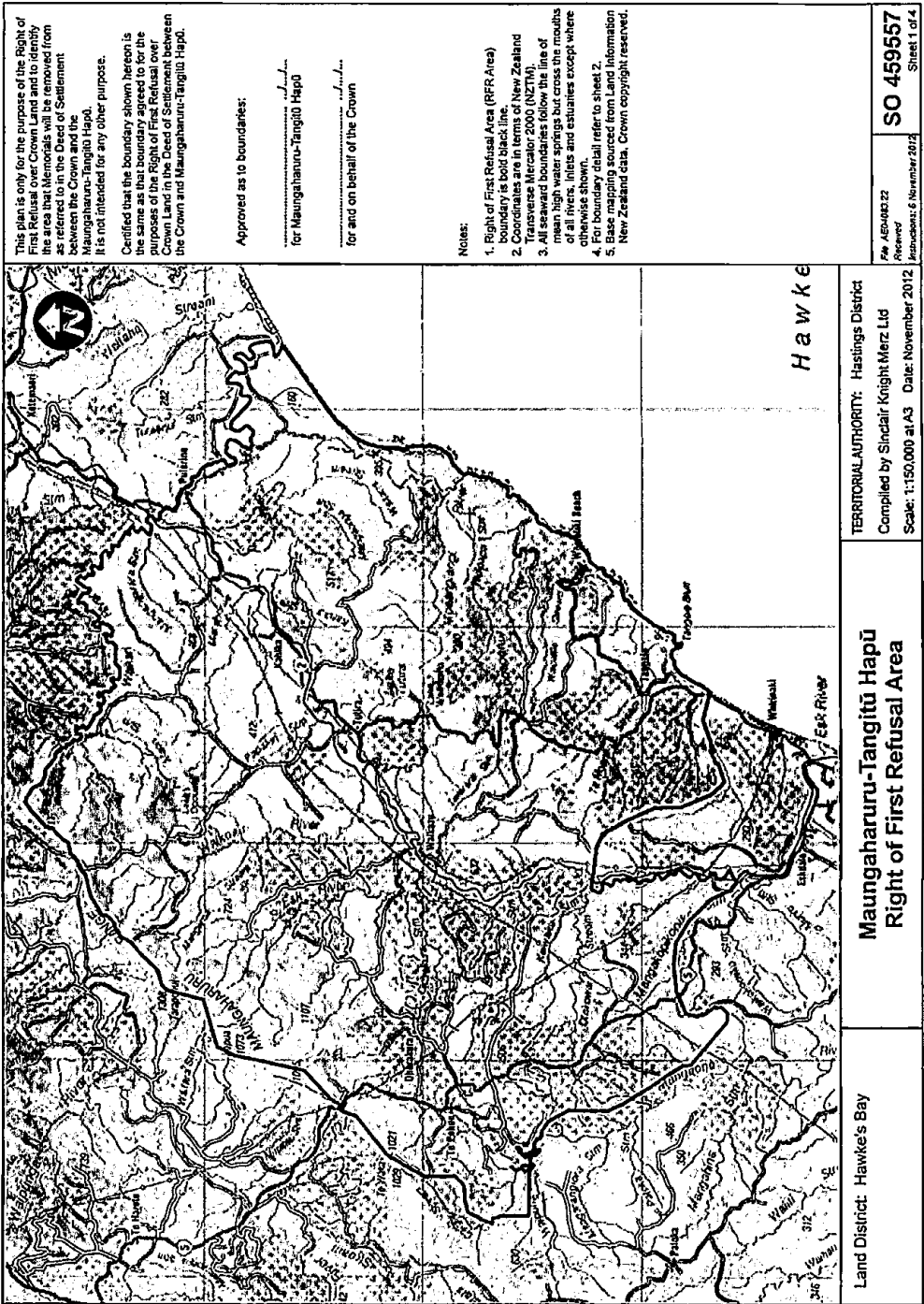
ATTACHMENTS

3 RFR PLAN

Item 5

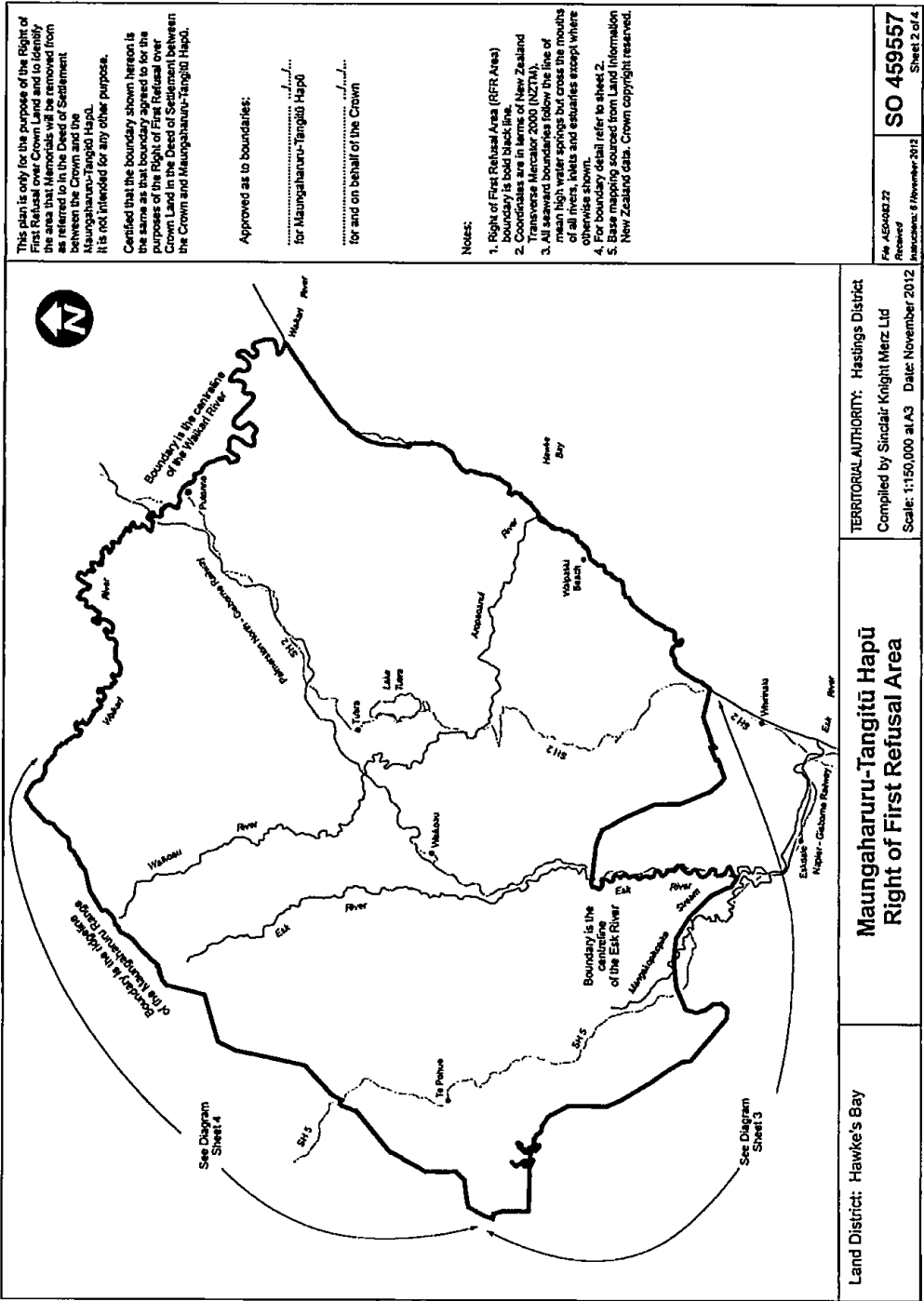
ATTACHMENTS

3: RFR PLAN



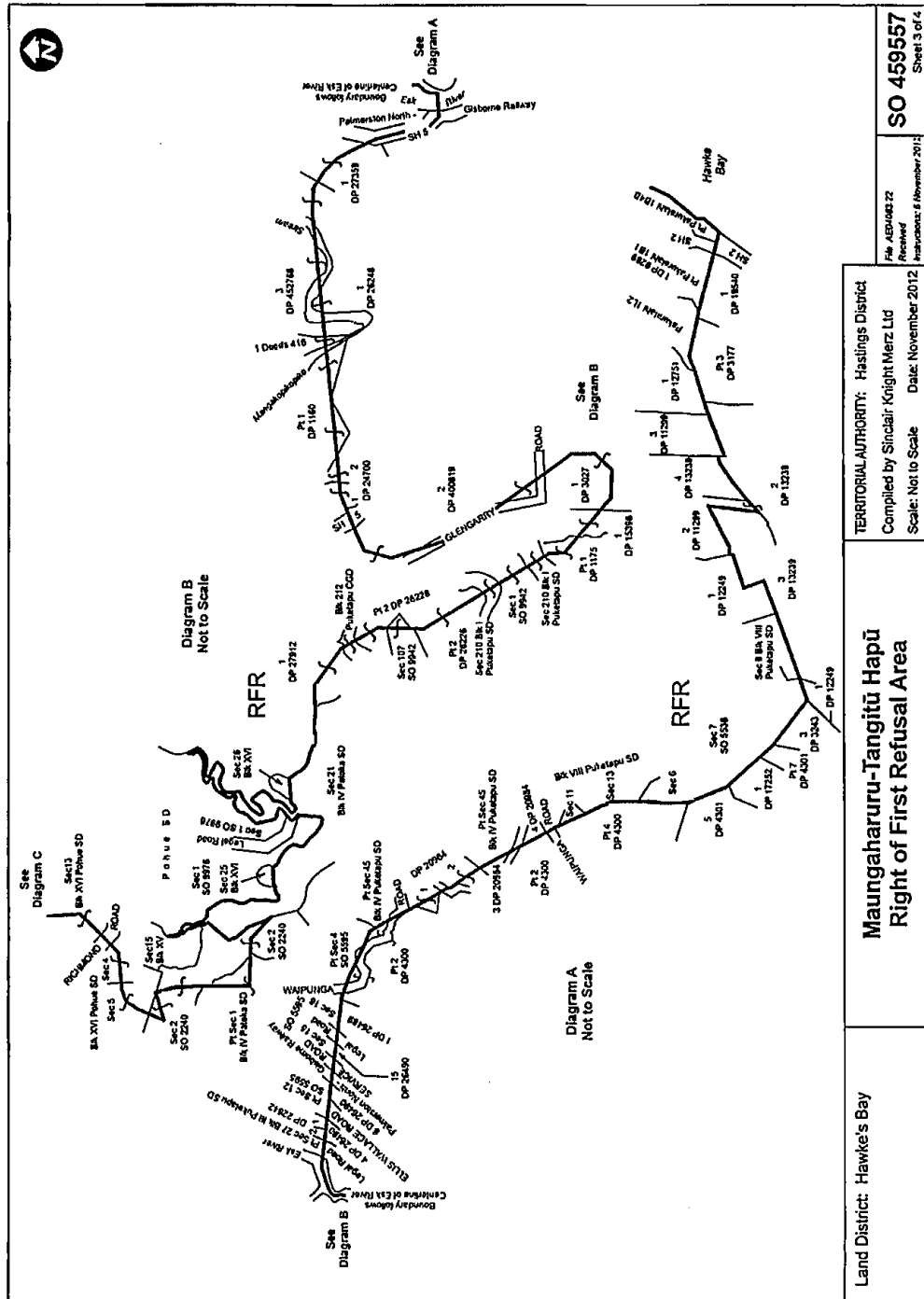
ATTACHMENTS

3: RFR PLAN



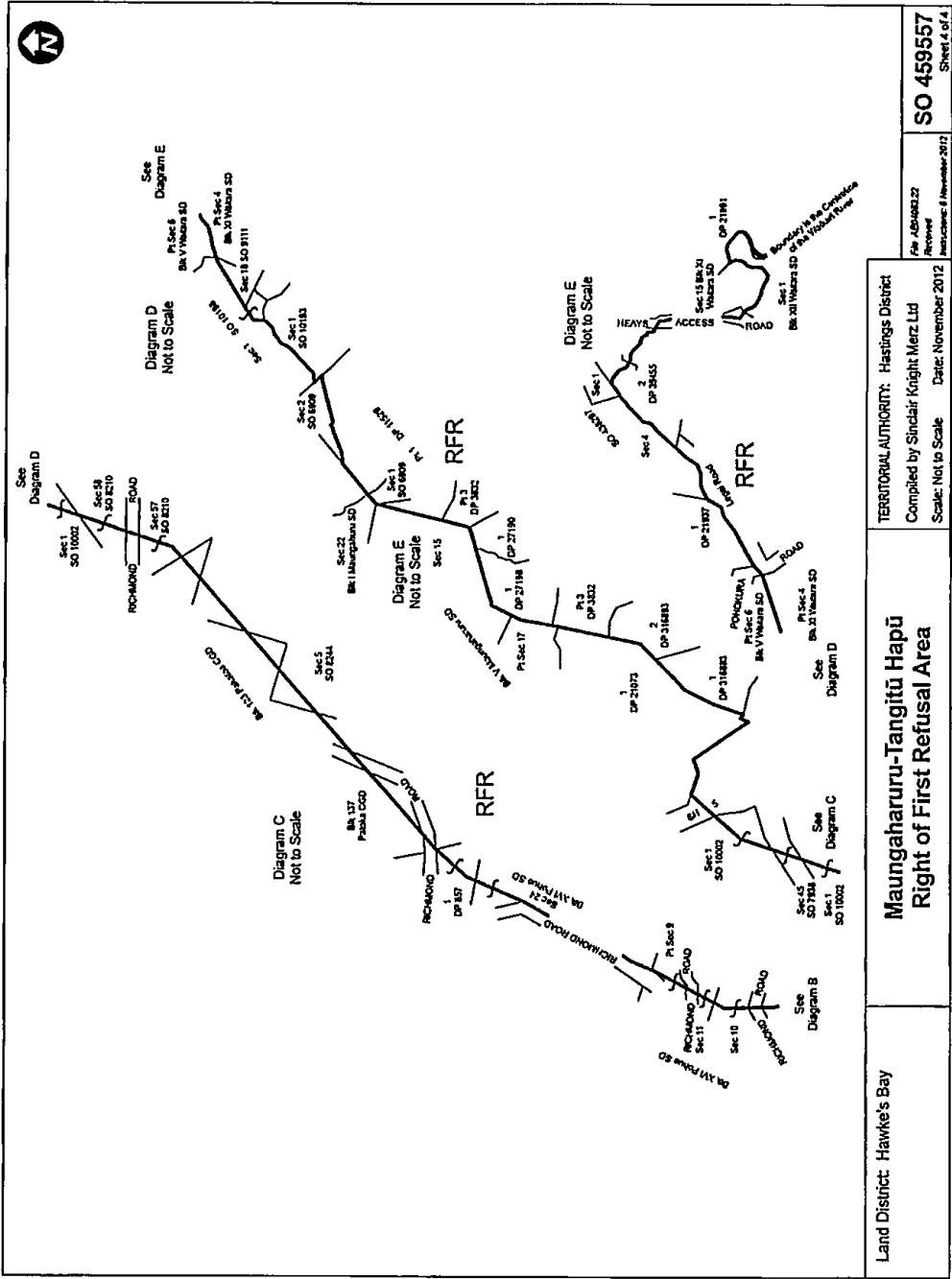
ATTACHMENTS

3: RFR PLAN



Item 5

ATTACHMENTS
3: RFR PLAN



Item 5

ATTACHMENTS

4 DRAFT SETTLEMENT BILL

Item 5

(

(

Draft for signature

Maungaharuru-Tangitū Hapū Claims Settlement Bill

Government Bill

Explanatory note

General policy statement

This Bill settles the historical claims of the Maungaharuru-Tangitū Hapū.

Clause by clause analysis

Clause 1 is the Title clause.

Clause 2 provides that the Bill comes into force on the day after it receives Royal assent.

Part 1

Preliminary matters, acknowledgements and apology, and settlement of historical claims

Preliminary matters

Part 1 (clauses 3 to 19) provides for preliminary matters and the settlement of the historical claims of the Maungaharuru-Tangitū Hapū.

Clause 3 states the purpose of the Bill.

2	Maungaharuru-Tangitū Hapū Claims Settlement Bill	Explanatory note
---	---	------------------

Clause 4 provides that the provisions of the Bill take effect on the settlement date (as defined in *clause 11*), unless a provision states otherwise.

Clause 5 provides that the Bill, when enacted, binds the Crown.

Clause 6 provides an outline of the Bill.

Acknowledgements and apology of the Crown

Clause 7 provides for the inclusion of the acknowledgements and apology offered by the Crown, as set out in the deed of settlement.

Clauses 8 and 9 record the acknowledgements and apology given by the Crown.

Interpretation

Clause 10 provides that the provisions of the Bill are to be interpreted in a manner that best furthers the agreements in the deed of settlement.

Clause 11 defines certain terms used in the Bill.

Clause 12 defines the Maungaharuru-Tangitū Hapū.

Clause 13 defines historical claims.

Historical claims settled and jurisdiction of courts, etc, removed

Clause 14 settles the historical claims and provides that the settlement is final. It removes the jurisdiction of courts, tribunals, and other judicial bodies in respect of the historical claims, the deed of settlement, the Bill, and the settlement redress (but not in respect of the interpretation or implementation of the deed of settlement or the Bill).

Amendment to Treaty of Waitangi Act 1975

Clause 15 amends the Treaty of Waitangi Act 1975 to remove the jurisdiction of the Waitangi Tribunal, as provided for in *clause 14*.

Resumptive memorials no longer to apply

Clause 16 provides that certain enactments do not apply to specified land.

Explanatory note	Maungaharuru-Tangitū Hapū Claims Settlement Bill	3
------------------	--	---

Clause 17 provides for the removal of existing memorials from the computer registers relating to the specified land.

Miscellaneous matters

Clause 18 provides for an exception to the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 for the trustees of the Maungaharuru-Tangitū Trust (the trustees) and in respect of documents entered into by the Crown to give effect to the deed of settlement.

Clause 19 provides that the chief executive of the Ministry of Justice must make copies of the deed of settlement available for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any working day. The deed must also be made available free of charge on an Internet site maintained by, or on behalf of, the Ministry of Justice.

Part 2

Cultural redress

Part 2 (clauses 20 to 107) deals with certain cultural redress to be provided to the Maungaharuru-Tangitū Hapū under the deed of settlement.

Subpart 1—Tangoio

Subpart 1 (clauses 20 to 25) requires the Hawke's Bay Regional Council to establish a fund relating to parts of 4 water catchments surrounding Tangoio Soil Conservation Reserve (being a soil conservation reserve under section 16 of the Soil Conservation and Rivers Control Act 1941) in the area of interest and to reach agreement with the trustees on the application of any money in the fund. *Schedule 1* contains the land description for Tangoio Soil Conservation Reserve.

Subpart 2—Te Kawenata

Subpart 2 (clauses 26 to 30) provides authority for the Minister of Conservation to enter into Te Kawenata (a partnership agreement) with the trustees and sets out the requirements and limitations applying to Te Kawenata.

Subpart 3—Protocols

Subpart 3 (clauses 31 to 36) provides that the Minister of Energy and Resources and the Minister for Arts, Culture and Heritage must issue protocols to the trustees. The clauses provide that the protocols are subject to the Crown's obligations and limit the rights arising under them.

Subpart 4—Statutory acknowledgement and deeds of recognition

Subpart 4 (clauses 37 to 50) and Schedule 2 set out the Crown's acknowledgement of the statements of association of the Maungaharuru-Tangitū Hapū with 30 statutory areas. The clauses state the purposes of the statutory acknowledgement and state how it affects specified decision making by local authorities, the Environment Court, and the New Zealand Historic Places Trust. The clauses also specify the limits of the acknowledgement. *Clause 46* also requires the Minister of Conservation and the Director-General of Conservation to issue deeds of recognition for 17 sites.

Subpart 5—Tātai Tūāpapa

Subpart 5 (clauses 51 to 65) and Schedule 3 provide for 9 sites to be subject to Tātai Tūāpapa (an overlay classification) which protects the Maungaharuru-Tangitū Hapū values in relation to the sites and provides for the operation of Tātai Tūāpapa and associated protection measures.

Subpart 6—Fisheries redress

Subpart 6 (clause 66) provides that the Minister for Primary Industries must, on or before the settlement date, appoint the trustees as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 for the purpose of advising the Minister on any changes to finfish prohibitions or restrictions affecting the waters in the area in Hawke's Bay known as the Wairoa Hard.

Explanatory note	Maungaharuru-Tangitū Hapū Claims Settlement Bill	5
------------------	---	---

Subpart 7—Geographic names

Subpart 7 (clauses 67 to 70) provides for the assignment and alteration of certain official geographic names.

Subpart 8—Vesting of cultural redress properties

Subpart 8 (clauses 71 to 106) vests the fee simple estate of 6 cultural redress properties in the trustees. One property vests in fee simple, subject to an easement, and 5 properties vest in fee simple to be administered as reserves (4 of which are subject to an easement). Schedule 4 contains the land descriptions for the cultural redress properties.

Subpart 9—Vesting and gifting back of properties

Subpart 9 (clause 107) vests the fee simple estate of 4 properties in the trustees and provides for the gifting-back of the properties to the Crown 7 days later for the benefit of the people of New Zealand. Schedule 5 contains the land descriptions for the gifting back properties.

Part 3 Commercial redress

Part 3 (clauses 108 to 149) provides for certain commercial redress to be provided to the Maungaharuru-Tangitū Hapū under the deed of settlement.

Clause 108 defines certain terms used in Part 3.

Subpart 1—Transfer of commercial redress properties

Subpart 1 (clauses 109 to 114) contains provisions relating to the transfer of commercial redress properties to the trustees and provides for the creation of computer freehold registers for the properties and related matters.

Subpart 2—Licensed land

Subpart 2 (clauses 115 to 117) provides for the transfer of the licensed land from the Crown to the trustees. The provisions set out the respective rights and obligations of the Crown and the trustees in relation to the licensed land.

Subpart 3—Access to protected sites

Subpart 3 (clauses 118 to 120) provides a right of access to certain protected sites on the licensed land to Māori for whom the sites are of special cultural, spiritual, or historical significance.

Subpart 4—Right of first refusal over RFR land

Subpart 4 (clauses 121 to 149) provides a right of first refusal for RFR land (as defined in *clause 122*). The owner of RFR land must not dispose of the land to a person other than the trustees without first offering it to the trustees on the same or better terms, unless a specified exception applies. The right of first refusal lasts for 172 years. *Schedule 6* contains provisions relating to giving or receiving notices in respect of RFR land.

Hon Christopher Finlayson

Maungaharuru-Tangitū Hapū Claims Settlement Bill

Government Bill

Contents

		Page
1	Title	8
2	Commencement	8
	Part 1	
	Preliminary matters, acknowledgements and apology, and settlement of historical claims	
	<i>Preliminary matters</i>	
3	Purpose	8
4	Provisions to take effect on settlement date	8
5	Act binds the Crown	8
6	Outline	9
	<i>Acknowledgements and apology of the Crown</i>	
7	Acknowledgements and apology	11
8	Text of Crown acknowledgements	11
9	Text of the Crown's apology	19
	<i>Interpretation</i>	
10	Interpretation of Act generally	21
11	Interpretation	21
12	Meaning of Maungaharuru-Tangitū Hapū	24
13	Meaning of historical claims	25
	<i>Historical claims settled and jurisdiction of courts, etc, removed</i>	
14	Settlement of historical claims final	27
		1

Maungaharuru-Tangitō Hapū Claims Settlement Bill		
<i>Amendment to Treaty of Waitangi Act 1975</i>		
15	Amendment to Treaty of Waitangi Act 1975	27
<i>Resumptive memorials no longer to apply</i>		
16	Certain enactments do not apply	27
17	Resumptive memorials to be cancelled	28
<i>Miscellaneous matters</i>		
18	Rule against perpetuities does not apply	28
19	Access to deed of settlement	29
Part 2		
Cultural redress		
Subpart 1—Tangoio		
20	Interpretation	29
21	Council must establish and administer catchments fund	30
22	Application of money in catchments fund	30
23	Transfers from reserve fund to catchments fund	31
24	Application of Soil Conservation and Rivers Control Act 1941	31
25	Power of LINZ to obtain information relating to catchments fund	31
Subpart 2—Te Kawenata		
26	Interpretation	32
27	Authority to enter into Te Kawenata	32
28	Noting of Te Kawenata on conservation documents	32
29	Te Kawenata subject to rights, functions, duties, and powers	32
30	Enforcement of Te Kawenata	33
Subpart 3—Protocols		
31	Interpretation	33
<i>General provisions applying to protocols</i>		
32	Issuing, amending, and cancelling protocols	34
33	Protocols subject to rights, functions, and duties	34
34	Enforcement of protocols	34
<i>Crown minerals</i>		
35	Crown minerals protocol	35
<i>Taonga tūturu</i>		
36	Taonga tūturu protocol	36

**Maungaharuru-Tāngitō Hapū Claims
Settlement Bill**

	Subpart 4—Statutory acknowledgement and deeds of recognition	
37	Interpretation	36
	<i>Statutory acknowledgement</i>	
38	Statutory acknowledgement by the Crown	37
39	Purposes of statutory acknowledgement	37
40	Relevant consent authorities to have regard to statutory acknowledgement	38
41	Environment Court to have regard to statutory acknowledgement	38
42	Historic Places Trust and Environment Court to have regard to statutory acknowledgement	38
43	Recording statutory acknowledgement on statutory plans	39
44	Provision of summary or notice to trustees	39
45	Use of statutory acknowledgement	40
	<i>Deeds of recognition</i>	
46	Issuing and amending deeds of recognition	41
	<i>General provisions relating to statutory acknowledgement and deeds of recognition</i>	
47	Application of statutory acknowledgement and deed of recognition to river or stream	42
48	Exercise of powers and performance of functions and duties	42
49	Rights not affected	43
	<i>Consequential amendment to Resource Management Act 1991</i>	
50	Amendment to Resource Management Act 1991	43
	Subpart 5—Tātai Tūāpapa	
51	Interpretation	43
52	Declaration of Tātai Tūāpapa and the Crown's acknowledgement	44
53	Purposes of Tātai Tūāpapa	44
54	Agreement on protection principles	44
55	Obligations on New Zealand Conservation Authority and Conservation Boards	45
56	Noting of Tātai Tūāpapa in strategies and plans	45
57	Notification in <i>Gazette</i>	46
58	Actions by Director-General	46
59	Amendment to strategies or plans	46
		3

Maungaharuru-Tangitū Hapū Claims Settlement Bill		
60	Regulations	46
61	Bylaws	47
62	Existing classification of Tātai Tūāpapa areas	47
63	Termination of Tātai Tūāpapa	48
64	Exercise of powers and performance of functions and duties	48
65	Rights not affected	49
Subpart 6—Fisheries redress		
66	Appointment of advisory committee in relation to Wairoa Hard	49
Subpart 7—Official geographic names		
67	Interpretation	49
68	Assignment and alteration of official geographic names	50
69	Publication of official geographic names	50
70	Subsequent alteration of official geographic names	50
Subpart 8—Vesting of cultural redress properties		
71	Interpretation	50
<i>Part Opouahi Scenic Reserve</i>		
72	Part Opouahi Scenic Reserve	52
<i>Te Pohue Domain Recreation Reserve and hall</i>		
73	Meaning of hall	52
74	Te Pohue Domain Recreation Reserve	52
75	Ownership of hall on Te Pohue Domain Recreation Reserve	53
76	Status of Te Pohue Domain Recreation Reserve under Reserves Act 1977	53
77	Obligations of Council relating to hall	53
78	Further provisions relating to removal, demolition, or replacement of hall	54
<i>Lake properties</i>		
79	Lake Opouahi property	54
80	Lake Orakai property	55
81	Part Lake Tūtira property	56
82	Lake Waikopiro property	56
83	Limits on trustees' rights and obligations in relation to lake properties	57
84	Limits on liability for plants	57
85	Limits on liability for contamination	58
86	Boundaries relating to lake properties	58

Maungaharuru-Tangitū Hapū Claims Settlement Bill		
87	Existing structures	58
88	Determination of applications relating to existing structures	59
89	Liability for existing structures	59
90	New structures require consent	59
<i>General provisions applying to vesting of cultural redress properties</i>		
91	Properties vest subject to or together with interests	60
92	Interests in land for Te Pohue Domain Recreation Reserve	60
93	Interests that are not interests in land	60
94	Registration of ownership	61
95	Application of Part 4A of Conservation Act 1987	62
96	Matters to be recorded on computer freehold register	62
97	Application of other enactments	63
98	Minister of Conservation may grant easements	64
<i>Further provisions applying to reserve properties</i>		
99	Application of other enactments to reserve properties	64
100	Meaning of reserve land	65
101	Subsequent transfer of reserve land	65
102	Transfer of reserve land if trustees change	65
103	Transfer of reserve land to new administering body	66
104	Reserve land not to be mortgaged	67
105	Saving of bylaws, etc, in relation to reserve properties	67
<i>Names of Crown protected areas</i>		
106	Names of Crown protected areas discontinued	67
<i>Subpart 9—Vesting and gifting back of properties</i>		
107	Delayed vesting and gifting back of gifting-back properties	68
Part 3		
Commercial redress		
108	Interpretation	69
<i>Subpart 1—Transfer of commercial redress properties</i>		
109	The Crown may transfer properties	70
110	Minister of Conservation may grant easements	70
111	Computer freehold registers for commercial redress properties	71
112	Computer freehold register for licensed land subject to single Crown forestry licence	71

Maungaharuru-Tangitu Hapu Claims Settlement Bill		
113	Authorised person may grant covenant for later creation of computer freehold register	72
114	Application of other enactments	72
Subpart 2—Licensed land		
115	Licensed land ceases to be Crown forest land	73
116	Trustees are confirmed beneficiaries and licensors of licensed land	73
117	Effect of transfer of licensed land	74
Subpart 3—Access to protected sites		
118	Right of access to protected sites	74
119	Right of access over licensed land	75
120	Right of access to be recorded on computer freehold registers	75
Subpart 4—Right of first refusal over RFR land		
121	Interpretation	76
122	Meaning of RFR land	77
<i>Restrictions on disposal of RFR land</i>		
123	Restrictions on disposal of RFR land	78
<i>Trustees' right of first refusal</i>		
124	Requirements for offer	79
125	Expiry date of offer	79
126	Withdrawal of offer	79
127	Acceptance of offer	79
128	Formation of contract	80
<i>Disposals to others but land remains RFR land</i>		
129	Disposal to the Crown or Crown bodies	80
130	Disposal of existing public works to local authorities	80
131	Disposal of reserves to administering bodies	81
<i>Disposals to others where land may cease to be RFR land</i>		
132	Disposal in accordance with obligations under enactment or rule of law	81
133	Disposal in accordance with legal or equitable obligations	81
134	Disposal under certain legislation	82
135	Disposal of land held for public works	82
136	Disposal for reserve or conservation purposes	83
137	Disposal for charitable purposes	83
138	Disposal to tenants	83

Maungaharuru-Tangitū Hapū Claims Settlement Bill		
	<i>RFR landowner obligations</i>	
139	RFR landowner's obligations subject to other matters	83
	<i>Notices about RFR land</i>	
140	Notice to LINZ of RFR land with computer register after settlement date	84
141	Notice to trustees of disposal of RFR land to others	84
142	Notice to LINZ of land ceasing to be RFR land	85
143	Notice requirements	85
	<i>Right of first refusal recorded on computer registers</i>	
144	Right of first refusal to be recorded on computer registers for RFR land	85
145	Removal of notifications when land to be transferred or vested	86
146	Removal of notifications when RFR period ends	87
	<i>General provisions applying to right of first refusal</i>	
147	Waiver and variation	87
148	Disposal of Crown bodies not affected	88
149	Assignment of rights and obligations under this subpart	88
	Schedule 1	89
	Description of Tangoio Soil Conservation Reserve	
	Schedule 2	90
	Statutory areas	
	Schedule 3	92
	Tātai Tūāpapa areas	
	Schedule 4	93
	Cultural redress properties	
	Schedule 5	98
	Gifting-back properties	
	Schedule 6	100
	Notices in relation to RFR land	

cl 1 **Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

The Parliament of New Zealand enacts as follows:

- 1 Title**
This Act is the Maungaharuru-Tangitū Hapū Claims Settlement Act **2013**.
- 2 Commencement**
This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1
**Preliminary matters, acknowledgements
and apology, and settlement of historical
claims**

Preliminary matters

- 3 Purpose**
The purpose of this Act is—
 - (a) to record the acknowledgements and apology given by the Crown to the Maungaharuru-Tangitū Hapū in the deed of settlement; and
 - (b) to give effect to certain provisions of the deed of settlement that settles the historical claims of the Maungaharuru-Tangitū Hapū.
- 4 Provisions to take effect on settlement date**
 - (1) The provisions of this Act take effect on the settlement date unless stated otherwise.
 - (2) Before the date on which a provision takes effect, a person may prepare or sign a document or do anything else that is required for—
 - (a) the provision to have full effect on that date; or
 - (b) a power to be exercised under the provision on that date; or
 - (c) a duty to be performed under the provision on that date.
- 5 Act binds the Crown**
This Act binds the Crown.

8

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 1 cl 6

6 Outline

- (1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or of the deed of settlement.
- (2) This Part—
 - (a) sets out the purpose of this Act; and
 - (b) provides that the provisions of this Act take effect on the settlement date unless a provision states otherwise; and
 - (c) specifies that the Act binds the Crown; and
 - (d) records the text of the acknowledgements and apology given by the Crown to the Maungaharuru-Tangitū Hapū, as recorded in the deed of settlement; and
 - (e) defines terms used in this Act, including key terms such as the Maungaharuru-Tangitū Hapū and historical claims; and
 - (f) provides that the settlement of the historical claims is final; and
 - (g) provides for—
 - (i) the effect of the settlement of the historical claims on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and
 - (ii) a consequential amendment to the Treaty of Waitangi Act 1975; and
 - (iii) the effect of the settlement on certain memorials; and
 - (iv) the exclusion of the law against perpetuities; and
 - (v) access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including—
 - (a) cultural redress that does not involve the vesting of land, namely—
 - (i) a requirement for the Hawke's Bay Regional Council to establish a fund relating to parts of 4 water catchments surrounding Tangoio Soil Conservation Reserve in the area of interest and to reach agreement with the trustees on the application of any money in the fund; and

- Part 1 cl 6
- Maungaharuru-Tangitū Hapū Claims
Settlement Bill**
-
- (ii) a requirement that the Minister of Conservation, the Director-General, and the trustees enter into Te Kawenata; and
 - (iii) protocols for Crown minerals and taonga tūturu on the terms set out in the documents schedule; and
 - (iv) a statutory acknowledgement by the Crown of the statements made by the Maungaharuru-Tangitū Hapū of their cultural, historical, spiritual, and traditional association with certain statutory areas and the effect of that acknowledgement; and
 - (v) deeds of recognition in respect of certain statutory areas; and
 - (vi) a Tātai Tūāpapa (an overlay classification) in respect of certain areas and the Crown's acknowledgement of the Maungaharuru-Tangitū Hapū statement of values in relation to those areas; and
 - (vii) the requirement that the trustees be appointed as an advisory committee in relation to any proposed changes to prohibitions and restrictions relating to finfish in the waters in the area in Hawke's Bay known as the Wairoa Hard; and
 - (viii) the assignment and alteration of place names; and
 - (b) cultural redress requiring vesting in the trustees of the fee simple estate in certain cultural redress properties; and
 - (c) the vesting in the trustees of 4 properties with a gifting back of the properties by the trustees to the Crown for the people of New Zealand.
 - (4) **Part 3** provides for commercial redress, including—
 - (a) the transfer of commercial redress properties (including licensed land) to give effect to the deed of settlement:
 - (b) rights of access to protected sites on the licensed land:
 - (c) a right of first refusal over RFR land that may be exercised by the trustees.
 - (5) There are 6 schedules, as follows:
 - (a) **Schedule 1** describes the Tangoio Soil Conservation Reserve:

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 1 cl 8

- (b) **Schedule 2** describes the statutory areas to which the statutory acknowledgement relates and, in some cases, for which deeds of recognition are issued:
- (c) **Schedule 3** describes the Tātai Tūāpapa areas to which the Tātai Tūāpapa applies:
- (d) **Schedule 4** describes the cultural redress properties:
- (e) **Schedule 5** describes the gifting-back properties:
- (f) **Schedule 6** sets out provisions that apply to notices given in relation to RFR land.

*Acknowledgements and apology of the Crown***7 Acknowledgements and apology**

- (1) **Sections 8 and 9** record the acknowledgements of, and the apology offered to the Maungaharuru-Tangitū Hapū by, the Crown in the deed of settlement.
- (2) The acknowledgements and apology are to be read in conjunction with the account of the historical relations between the Maungaharuru-Tangitū Hapū and the Crown recorded in part 2 of the deed of settlement.

8 Text of Crown acknowledgements*Whakaaetanga*

- (1) E ai ki ngā whākinga a te Karauna ko te whāinga o ngā aureretanga a te Hapū he tino takaroa.
- (2) E whāki ake ana te Karauna arā i te wā i hokona ai e ia te rohe whenua o Ahuriri i te tau 1851—
 - (a) Kāore i uiui atu ki te Hapū i te tīmatanga o ngā whiriwhiri; ā
 - (b) I tahuri ake te Karauna ki te hoko i taua whenua mō te utu iti rawa e whakaaehia ai e Ngāi Māori ā i āta mōhio kāore rawa i rata atu te Hapū ki te wāhanga i whakawhiwhia ai rātau mō te utunga; ā
 - (c) Kīhai ngā Māori o Tangoio i whiwhi ki te katoa o ngā hua ka toko ake i ngā take ohaoha o te urunga mai o te hunga noho whenua Tauīwi i kī ake ai te Karauna ka whiwhi rātau mena ka whakaae atu kia hokona mō te utu i tukua atu e te Karauna; ā

Part 1 cl 8 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

- (d) Kāore te Karauna i āta whakarite kia rāhuihia he whenua mai i te hokonga o Ahuriri i haumaruhia e te mana pupuri o te Hapū ā he takahanga hoki i te Tiriti o Waitangi me ōna mātāpono.
- (3) E whāki ake ana te Karauna arā i te wā i hokona ai e ia te rohe whenua o Mōhaka i te tau 1851—
- (a) He iti noa tana utu ā kāore hoki a Ngāi Tahu i whiwhi i te katoa o ngā hua putaputa noa mai te nohonga whenua a Tauīwi i pōhēhē ai rātau ka whiwhi mā te whakaaenga ki te utu iti rawa; ā
- (b) He takahanga hoki i te Tiriti o Waitangi mā te kore e āta whakarite whenua rāhuiā mō Ngāi Tahu.
- (4) E whāki ana te Karauna i te tau 1866 tua atu i te whai tonu i te rongomau ki Ōmarunui ka tahi kē ka tukua tana tono whakamutunga kia tuku ki raro te hunga i roto i te pā. Mai i tēnei ka huri ngā hōia o te Karauna ki te whakaeke me te mōrearea noa o te oranga o ngā tāne o ngā wāhine o ngā tamariki i roto o te pā. Rua tekau ngā tāngata i mate i a rātau e wawao ana i a rātau ake mai i ngā tira pakanga a te Karauna i Ōmarunui i Petane hoki. E whāki ana te Karauna he takahā mana ēnei whakaeke he takahanga hoki i te Tiriti o Waitangi me ōna mātāpono.
- (5) E whāki ana te Karauna ko te mauherenga me te kore whakawā ki ngā tūmomo āhua matangerengere rawa atu i runga o ngā motu o Wharekauri tata ki te rua tau o ngā uri tekau mā toru o te Hapū i muri i tō rātau uiuinga i Ōmarunui he tino takahi mana he takahanga hoki i te Tiriti o Waitangi me ōna mātāpono.
- (6) E whāki ana te Karauna kō ngā mahi whakamate o ana tira whawhai i Ngātapa i te Kohi-tātea o te tau 1869 he takahanga hoki i te Tiriti o Waitangi me ōna mātāpono i pokea ai te mana o te Karauna.
- (7) E whāki ana te Karauna ā—
- (a) I te tau 1867 i pānuihia he takiwā raupatu tata kia pou katoa atu te takiwā o te Hapū; ā
- (b) Whai ake ana ngā hua tuku iho katoa o te Hapū ki ō rātau whenua ki tēnei takiwā i wetoa ā ka puritia e te Karauna te rohe whenua o Tangoio ki te Raki kō atu i te 9000 eka ā he takahanga hoki i te Tiriti o Waitangi me ōna mātāpono.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 1 cl 8

- (8) Ka whāki atu anō te Karauna arā ko te nuinga o ngā whenua i roto i te rohe raupatu i whakaae ai ia ki te whakahoki ki a Ngāi Māori te mana pupuri i te tau 1870 ka puritia tonu e te Karauna te mana kō atu i te whā tekau tau tae noa atu ki te tukunga o ngā tohanga a te Karauna i ngā mana pupuri ki a Ngāi Māori i noho pū ki aua whenua.
- (9) Ka whāki te Karauna kāore rawa ia i whakarite i tētahi tiroiro motuhake i ngā hua tuku iho o te Hapū ki ngā rohe whenua i whakaae ia kia whakahokia atu ki a Ngāi Māori te mana pupuri i te tau 1870 ā—
- (a) I te tau 1870 i tukua e ia kō atu i te 30 000 eka ki Kaiwaka hei tākoha atu ki tētahi kūpapa a te Karauna; ā
 - (b) I pare e te Karauna ngā uri o te Hapū mai i ngā mana pupuri mō Kaiwaka ā he takahanga hoki i te Tiriti o Waitangi me ōna mātāpono.
- (10) E whāki ake ana te Karauna nā tana kore e rongo i ngā tono maha a te Hapū kia tiroirohia ō rātau tika ki Kaiwaka i kino atu ai te whakatoihara a te takahanga nei. I amohia e te Hapū ngā tūmomo utu teitei mō ngā raru ture i tā rātau whai i ō rātau tika ki Kaiwaka.
- (11) E whāki ana te Karauna ā—
- (a) Kāore ia i uiui atu ki te Hapū i mua i te tukunga o ngā ture whenua taketake i te rautau tekau mā iwa i puta ai te tikanga kia tū ko ia tangata noa hei mana pupuri whenua i riro ai taua mana pupuri ki te iwi katoa i mua atu; ā
 - (b) I te tau 1866 i tukua e te Kōti Whenua Taketake te mana pupuri mō te whenua rāhui o Moeangiangi me ngā rohe whenua o Petane o Te Pāhou hoki ki ngā tāngata tokoiti iho i te tekau a tae rawa atu ki te tau 1873 kua hokona kē e ia mana pupuri te katoa o ngā rohe whenua a te Hapū; ā
 - (c) Mā te tuku i aua tāngata ki te hoko noa i ngā whenua rāhui ki Moeangiangi me ngā rohe whenua o Petane me Te Pāhou nā te Hapū kē kāore te ture whenua taketake i whai i ngā ōati a te Karauna kia haumaruhia ngā hua a te Hapū ki aua rohe whenua ā he takahanga hoki i te Tiriti o Waitangi me ōna mātāpono.

Part 1 cl 8 Maungaharuru-Tangitū Hapū Claims Settlement Bill

- (12) E whāki ana te Karauna ko te tukunga here o te Tonga o Tāngi o te Poari Whenua Māori o te Takiwā o Ikaroa i te tau 1907 he takahanga hoki i te Tiriti o Waitangi me ōna mātāpono.
- (13) E whāki ana te Karauna mai i te tau 1911 ki te tau 1930 i hokona tata ki te katoa o ngā whenua i whakahokia atu ki ia uri o te Hapū i te tau 1870. E whāki ake ana hoki te Karauna nāna pū—
- (a) Te mahi tinihanga ki roto i ngā ture whenua taketake mō Ngāi Māori ki te whakatau ā-rōpū nei kātahi ka huri ake ki te hoko haere i te maha o ngā whenua mai ia mana pupuri i muri ake i ngā whakataunga o ngā huihuinga kia kaua e hoko i ō rātau whenua; ā
 - (b) Kāhore i hāngai pū ngā mahi a te Karauna i tōna mana apunga nā tana ārai i ētahi mana pupuri whenua o te Hapū ki te whakaoti ake i ā rātau whiriwhiri me ngā hunga motuhake ki te kawhe i ngā rīhi mō ō rātau whenua kia wātea ai te Karauna ki te hoko; ā
 - (c) I kō kē atu ana mahi tinihanga i tōnā mana apunga mā te tuku kia tārewa noa mō te wā roa nei ki runga ki ētahi o aua hunga kīhai nei i hiahia ki te hoko atu ki te Karauna i te mutunga i pērā nā tō rātau whai kia puta he hua mai i ō rātau whenua; ā
 - (d) I huri te Karauna ki āna mahi nanakia mō ētahi o ngā mana pupuri i hiahia ai ki te hoko ā kia whiwhi ai ia i te maha o ngā whenua ā maenga ake kō rātau kāore nei i hoko atu ka raru i te itiiti noa o ngā whenua hei pūtake mō rātau i waenga o te takiwā; ā
 - (e) Ko ngā mahi a te Karauna he mahi tinihanga he mahi takatakahi ā kāore hoki i tae ki te taumata o te pono o te whakaaro pai e kī mai rā i roto i Te Tiriti o Waitangi me ōna mātāpono.
- (14) Ka whāki ake te Karauna nā tana kore e haumarua i te Hapū mai i te noho kore whenua mō ō rātau hiahia o aua wā me ngā wā ō muri mai ā tae rawa atu ki ngā tau o ngā 1930s—
- (a) I tino murua te oranga ohaoha, te oranga hāpori tae atu ki te tikanga-ā-iwi me tō rātau tairanga ake ā he takahanga i te Tiriti o Waitangi me ōna mātāpono; ā
 - (b) He tino pānga hoki ki te hekenga o te tatau tāngata o ngā uri o te Hapū i mua atu i te tau 1930 ā he roa rawa te

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 1 cl 8

noho o ngā uri o te Hapū e tāmia ana e te rawa kore, te māuiui noa, te hauarea noa o ngā kāinga me ngā taumata mātauranga pāpaku noa iho.

- (15) E whāki ana te Karauna nā te turaki haere i ngā ngahere me ngā kaupapa ahuwhehenua i ngā tau mutunga o te rautau tekau mā iwa me te tīmatanga o te rautau rua tekau i tāpiri atu ki ngā tino takahuringa o te taiao i te takiwā o te Hapū pērā i te pikinga ake o te horoa whenua me te waipuke hoki. Ka whāki ake anō te Karauna—
- (a) I te ngoi kore noa o te oranga o te Roto o Tūtira; ā
 - (b) Te pānga o te paru o te para ki te tahatai; ā
 - (c) Te murunga te rironga hoki o ngā mahinga kai o te Hapū; ā
 - (d) Ko te tino rarunga o ngā waipukenga ki te hāpori ki te marae hoki i Tangoio.

Acknowledgements

- (1) The Crown acknowledges that addressing the grievances of the Hapū is long overdue.
- (2) The Crown acknowledges that when it purchased the Ahuriri block in 1851—
 - (a) it failed to consult the Hapū in the first stage of the negotiations; and
 - (b) the Crown sought to purchase this land for the lowest price Māori would accept, and was aware that the Hapū were discontented with their share of the purchase price; and
 - (c) Tangoio Māori did not receive the full, ongoing economic benefits from European settlement the Crown led them to expect if they agreed to sell for the price offered by the Crown; and
 - (d) the Crown did not ensure that adequate reserves of land from the Ahuriri purchase were protected in Hapū ownership, and this was a breach of the Treaty of Waitangi and its principles.
- (3) The Crown acknowledges that when it acquired the Mohaka block in 1851—
 - (a) it paid a low price, and Ngāi Tahu did not receive the full, ongoing benefits from European settlement they were led to expect in accepting a low price; and

Part 1 of 8 **Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

- (b) it breached the Treaty of Waitangi by failing to ensure that adequate reserves were set aside for Ngāi Tahu.
- (4) The Crown acknowledges that in 1866, rather than continue negotiations to preserve the peace at Omarunui, it issued an unreasonable ultimatum demanding the surrender of all those inside the pā. This led to a Crown military attack, which endangered the lives of all men, women, and children inside the pā. The Crown's forces killed more than 20 people defending themselves at Omarunui and Petane. The Crown acknowledges that these attacks were an injustice and breached the Treaty of Waitangi and its principles.
- (5) The Crown acknowledges that the detention without trial in harsh conditions on the Chatham Islands for nearly 2 years of at least 13 members of the Hapū after they were interrogated at Omarunui was an injustice and a breach of the Treaty of Waitangi and its principles.
- (6) The Crown acknowledges that the summary executions by Crown forces at Ngatapa in January 1869 breached the Treaty of Waitangi and its principles and tarnished the honour of the Crown.
- (7) The Crown acknowledges that—
 - (a) in 1867 it proclaimed a confiscation district which included most of the takiwā of the Hapū; and
 - (b) subsequently, all the customary interests of the Hapū in their land in this district were extinguished and the Crown retained the Tangoio North block of more than 9 000 acres and these actions breached the Treaty of Waitangi and its principles.
- (8) The Crown further acknowledges that most of the land in the confiscation district, which it agreed to return to Māori ownership in 1870, remained in Crown title for more than 40 years until Crown grants were issued to the Māori owners who had been occupying it.
- (9) The Crown acknowledges that it never provided for any independent investigation of the customary interests of the Hapū in the blocks it agreed to return to Māori ownership in 1870 and that—

Maungaharuru-Tangitō Hapū Claims
Settlement Bill

Part 1 cl 8

- (a) in 1870 it used more than 30 000 acres at Kaiwaka to reward a Crown ally; and
 - (b) the Crown excluded Hapū members from the ownership of Kaiwaka and this was a breach of the Treaty of Waitangi and its principles.
- (10) The Crown further acknowledges that it made the prejudice arising from this breach worse by declining repeated requests from the Hapū to allow an investigation into their rights in Kaiwaka. The Hapū bore crippling legal expenses as a result of trying to establish their legal rights to Kaiwaka.
- (11) The Crown acknowledges that—
- (a) it did not consult the Hapū before introducing native land laws in the 19th century, which provided for the individualisation of Māori land holdings that had previously been held in tribal tenure; and
 - (b) in 1866 the Native Land Court awarded ownership of the Moeangiāngi Reserve and the Petane and Te Pahou blocks to fewer than 10 individuals, and by 1873, individual owners had sold all the Hapū land in these blocks; and
 - (c) by allowing these individuals to sell Hapū land in the Moeangiāngi Reserve and the Petane and Te Pahou blocks, the native land legislation did not reflect the Crown's obligation to actively protect the interests of the Hapū in these blocks, and this was a breach of the Treaty of Waitangi and its principles.
- (12) The Crown acknowledges that the compulsory vesting of Tāngōio South in the Ikaroa District Māori Land Board in 1907 breached the Treaty of Waitangi and its principles.
- (13) The Crown acknowledges that between 1911 and 1930 it purchased nearly all of the land returned to Hapū individuals in 1870. The Crown further acknowledges that—
- (a) it made a sham of a provision in the native land laws for Māori to make land alienation decisions collectively by purchasing substantial quantities of land from individual owners after the owners had collectively decided at hui not to sell their land; and
 - (b) the Crown misused its monopoly powers by preventing some land owners of the Hapū from completing ne-

Part 1 cl 8 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

- gotiations with private parties to lease their land so the Crown could purchase it; and
- (c) it further misused its monopoly powers by imposing them for long periods on some owners who had shown no inclination to sell to the Crown and were left with little choice but to sell to the Crown if they wished to derive economic benefits from their land; and
 - (d) the Crown exploited the willingness of some owners to sell, to acquire so much land that those who did not wish to sell were left with too little land to maintain a viable presence in the region; and
 - (e) the Crown's actions were unfair, oppressive, and did not live up to the standards of good faith and fair dealing, which are expressed in the Treaty of Waitangi and its principles.
- (14) The Crown acknowledges that its failure to protect the Hapū from being left with insufficient land for their present and future needs by the 1930s—
- (a) had a devastating impact on their economic, social, and cultural well-being and on their development and was a breach of the Treaty of Waitangi and its principles; and
 - (b) contributed to significant population losses suffered by the Hapū before 1930, and that for too long Hapū members have endured poverty, poor health, poor housing, and low educational standards.
- (15) The Crown acknowledges that extensive deforestation and pastoral farming in the late 19th and early 20th centuries has contributed to significant environmental change in the Hapū takiwā with increased erosion and flooding. The Crown further acknowledges—
- (a) the poor health of Lake Tūtira:
 - (b) the pollution of the coastline:
 - (c) the degradation and loss of many mahinga kai of the Hapū:
 - (d) the severe impact of flooding on the community and marae at Tangoio.

Maungaharuru-Tangitō Hapū Claims
Settlement Bill

Part 1 cl 9

9 Text of the Crown's apology*Whakapāha*

- (1) E tuku ana te Karauna i tēnei whakapāha ki te Hapū, ki ō rātau tīpuna ki o rātau uri hoki.
- (2) E tino pouri ana te Karauna mō tana kore e hāpai i ana ōati mai i te Tiriti o Waitangi ā i ana takahanga hoki i te Tiriti o Waitangi me ōna mātāpono i roto i ana kōkiri me te Hapū. E aronui ana te Karauna i te puku mahi i ngā piki i ngā heke o ngā tīpuna o te Hapū i ā rātau whai i ngā tono atu ki te Karauna tērā kia noho tōtika aua take i raro i te ture.
- (3) Ka nui te tino pāpourī o te Karauna mō ana whakaeke poka noa ki runga o Ōmarunui me Petane hoki i te tau 1866, ngā hunga i parekurahia tae atu hoki ki ērā o koutou i riro kia mauherehia. E tino whakapāha ana te Karauna mō ana mahi parahako ki te Hapū mai i ana pānuitanga i tētahi takiwā raupatu, te murunga o te Raki o Tangoio me te ārai i te Hapū mai i te mana pupuri ō Kaiwaka.
- (4) E tino pāpourī ana te Karauna i ana mahi i tino piki ake ai aua mahi parahako mā tana hokonga i te nuinga o ngā toetoenga whenua ō te Hapū i mua atu i te tau 1930 mā ngā tūmomo āhua takatakahi mana ārai tikanga tangata. E tino pouri ana te Karauna mō tana waiho kia noho tata whenua kore te Hapū me ngā raruraru i pā ki o koutou rōpū-ā-iwi me te tuku i a koutou kia whakaatu ake i ō koutou tika tuku iho hoki. E whakapāha ana te Karauna mō tana kore e whai whakaaro ki te rangatiratanga o te Hapū me ngā tūmomo mahi ngā tūmomo warewarenga hoki a te Karauna i pā atu ai ki ō whenua ki ō tauranga ika me ērā atu taonga me tō koutou pūkaha ki te whakatairanga ā-iwi ā-oaha hoki.
- (5) E whāki ake ana te Karauna he maha ngā reanga hono o ngā whānau kua mate oti atu. E tino pāpourī ana ia mō te noho rawa kore me te māuiui noa i pā ki ō uri. Ka nui tana pouri mō ana mahi mō ana warewarenga hoki i raru ai tō pūkaha kia whakatairanga ake i tō noho ā-hāpori ā-oaha me tō oranga tinana oranga ahurea oranga wairua hoki.
- (6) Mā roto mai i tēnei whakataunga e rapu ana te Karauna i te huarahi hei tāpae ake i ana mahi hē ki te Hapū ki te whakaū i te mana ki tōna taumata me te tūmata ake i te hātepe whakaora.

Part 1 cl 9 Maungaharuru-Tangitā Hapū Claims
Settlement Bill

E manako ana te Karauna mā te whakapāha nei e toko ake ai he hononga hōu i waenga i te Karauna me te Hapū mai i te piripono ki te Tiriti o Waitangi me ōna mātāpono.

Apology

- (1) The Crown makes this apology to the Hapū, their ancestors, and their descendants.
- (2) The Crown is deeply sorry that it has not always lived up to its Treaty of Waitangi obligations and that it has breached the Treaty of Waitangi, and its principles, in its dealings with the Hapū. The Crown recognises the tireless efforts and struggles of the ancestors of the Hapū in the pursuit of their longstanding claims for justice and redress from the Crown.
- (3) The Crown is deeply remorseful for its unjust attacks on Omarunui and Petane in 1866, the deaths that were caused, and the subsequent imprisonment of some of your people. The Crown sincerely apologises for the immense prejudice it inflicted on the Hapū by the proclamation of a confiscation district, the loss of Tangoio North, and the exclusion of the Hapū from the ownership of Kaiwaka.
- (4) The Crown profoundly regrets compounding this prejudice by purchasing most of the remaining land of the Hapū before 1930 in ways that were unfair and oppressive. The Crown is very sorry it left the Hapū virtually landless, and for the harm this caused to your tribal structures and ability to exercise customary rights and responsibilities. The Crown apologises for its failure to respect the rangatiratanga of the Hapū and for Crown acts and omissions which have impacted on your lands, fisheries, and other taonga, and your capacity for social and economic development.
- (5) The Crown acknowledges that many family lines have died out and cannot be brought back. It profoundly regrets the poverty and poor health which have long afflicted your people. It deeply regrets its acts and omissions which have affected your capacity for social and economic development and your physical, cultural, and spiritual well-being.
- (6) Through this settlement the Crown is seeking to atone for its past wrongs towards the Hapū, to restore its tarnished honour, and to begin the process of healing. The Crown hopes that this

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 1 cl 11

apology will mark the beginning of a new relationship between the Crown and the Hapū based on respect for the Treaty of Waitangi and its principles.

Interpretation

10 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

11 Interpretation

In this Act, unless the context otherwise requires,—

administering body has the meaning given in section 2(1) of the Reserves Act 1977

aquatic life has the meaning given in section 2(1) of the Conservation Act 1987

area of interest means the area shown as the Maungaharuru-Tangitū Hapū area of interest in part 1 of the attachments

attachments means the attachments to the deed of settlement

commercial redress property has the meaning given in **section 108**

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948

computer register—

(a) has the meaning given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and

(b) includes, where relevant, a certificate of title issued under the Land Transfer Act 1952

consent authority has the meaning given in section 2(1) of the Resource Management Act 1991

conservation area has the meaning given in section 2(1) of the Conservation Act 1987

conservation legislation means—

(a) the Conservation Act 1987; and

(b) the enactments listed in Schedule 1 of that Act

Part 1 cl 11 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

conservation management plan has the meaning given in section 2(1) of the Conservation Act 1987

conservation management strategy has the meaning given in section 2(1) of the Conservation Act 1987

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

cultural redress property has the meaning given in **section 71**

deed of recognition—

- (a) means a deed of recognition issued under **section 46** by—
 - (i) the Minister of Conservation and the Director-General; or
 - (ii) the Commissioner of Crown Lands; and
- (b) includes any amendments made under **section 46(4)**

deed of settlement—

- (a) means the deed of settlement dated 25 May 2013 and signed by—
 - (i) the Honourable Christopher Finlayson, Minister for Treaty of Waitangi Negotiations, for and on behalf of the Crown; and
 - (ii) Bevan Maihi Taylor, Tania Marama Petrus Hopmans, Tamehana Pekapeka Manaena, Charmaine Dawn Kui Butler, Kerri Donna Nuku, Justin Owen Ian Puna, Frederick Roy Maadi Reti, Elaine Rangituia Taylor, being the trustees of the Maungaharuru-Tangitū Trust and for and on behalf of the Maungaharuru-Tangitū Hapū; and
- (b) includes—
 - (i) the schedules of, and attachments to, the deed; and
 - (ii) any amendments to the deed or its schedules and attachments

Director-General means the Director-General of Conservation

documents schedule means the documents schedule of the deed of settlement

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 1 cl 11

effective date means the date that is 6 months after the settlement date

gifting-back property has the meaning given in **section 107(5)**

Historic Places Trust has the meaning given to Trust in section 2 of the Historic Places Act 1993

historical claims has the meaning given in **section 13**

interest means a covenant, easement, lease, licence, licence to occupy, tenancy, or other right or obligation affecting a property

LINZ means Land Information New Zealand

local authority has the meaning given in section 5(1) of the Local Government Act 2002

Maungaharuru-Tangitū Trust means the trust of that name established by a trust deed dated 18 December 2012

member of the Maungaharuru-Tangitū Hapū means an individual referred to in **section 12(1)(a)**

national park management plan has the meaning given to management plan in section 2 of the National Parks Act 1980

property redress schedule means the property redress schedule of the deed of settlement

regional council has the meaning given in section 2(1) of the Resource Management Act 1991

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

related company has the meaning given in section 2(3) of the Companies Act 1993

representative entity means—

- (a) the trustees; and
- (b) any person (including any trustee) acting for or on behalf of—
 - (i) the collective group referred to in **section 12(1)(a)**; or
 - (ii) 1 or more members of the Maungaharuru-Tangitū Hapū; or
 - (iii) 1 or more of the whānau, hapū, or groups referred to in **section 12(1)(b)**

Part 1 cl 12 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

reserve has the meaning given in section 2(1) of the Reserves Act 1977

reserve property has the meaning given in **section 71**

resource consent has the meaning given in section 2(1) of the Resource Management Act 1991

RFR means the right of first refusal provided for by **subpart 4 of Part 3**

RFR area has the meaning given in **section 121**

RFR land has the meaning given in **section 122**

settlement date means the date that is 20 working days after the date on which this Act comes into force

statutory acknowledgement has the meaning given in **section 37**

subsidiary has the meaning given in section 5 of the Companies Act 1993

Tātai Tuāpapa has the meaning given in **section 51**

trustees of the Maungaharuru-Tangitū Trust and **trustees** means the trustees, acting in their capacity as trustees, of the Maungaharuru-Tangitū Trust

working day means a day other than—

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

12 Meaning of Maungaharuru-Tangitū Hapū

(1) In this Act, **Maungaharuru-Tangitū Hapū** or **Hapū** means—

- (a) the collective group composed of individuals who are descended from 1 or more Maungaharuru-Tangitū Hapū tīpuna; and
- (b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in **paragraph (a)**, including the following groups:

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 1 cl 13

- (i) Ngāti Kurumōkihi (formerly known as Ngāi Tatara); and
 - (ii) Marangatūhetaua (also known as Ngāti Tū); and
 - (iii) Ngāti Whakaari; and
 - (iv) Ngāi Tauira; and
 - (v) Ngāi Te Ruruku ki Tangoio; and
 - (vi) Ngāi Tahu; and
 - (c) every individual referred to in **paragraph (a)**.
- (2) In this section and **section 13**,—
- customary rights** means rights exercised according to tikanga Māori (Māori customary values and practices), including—
- (a) rights to occupy land; and
 - (b) rights in relation to the use of land or other natural or physical resources
- descended** means that a person is descended from another person by—
- (a) birth; or
 - (b) legal adoption
- Maungaharuru-Tangitū Hapū tipuna** means an individual who—
- (a) exercised customary rights by virtue of being descended from—
 - (i) Tataramoa (for Ngāi Tatara and Ngāti Kurumōkihi); or
 - (ii) Tukapua I (for Marangatūhetaua (Ngāti Tū)); or
 - (iii) Whakaari (for Ngāti Whakaari); or
 - (iv) Tauira and Mateawha (for Ngāi Tauira); or
 - (v) Te Ruruku through Hemi Puna and Taraipene Tuaitu (for Ngāi Te Ruruku ki Tangoio); or
 - (vi) Tahumatua II (for Ngāi Tahu) and the tipuna named in 1 of **subparagraphs (i) to (v)**; and
 - (b) exercised the customary rights in relation to the area of interest at any time after 6 February 1840.
- 13 Meaning of historical claims**
- (1) In this Act, **historical claims**—
- (a) means the claims described in **subsection (2)**; and
 - (b) includes the claims described in **subsection (3)**; but

- Part 1 cl 13
- Maungaharuru-Tangitū Hapū Claims
Settlement Bill**
-
- (c) does not include the claims described in **subsection (4)**.
- (2) The historical claims are every claim that the Maungaharuru-Tangitū Hapū or a representative entity had on or before the settlement date, or may have after the settlement date, and that—
- (a) is founded on a right arising—
- (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including aboriginal title or customary law); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992—
- (i) by or on behalf of the Crown; or
 - (ii) by or under legislation.
- (3) The historical claims include any claim to the Waitangi Tribunal, including each of the following claims, to the extent that **subsection (2)** applies to the claim and the claim relates to the Maungaharuru-Tangitū Hapū or a representative entity:
- (a) Wai 119—Mohaka Purchase claim:
 - (b) Wai 201—Wairoa ki Wairarapa claims/Ngāti Kahungunu generic claim:
 - (c) Wai 299—Mohaka-Waikare Raupatu/Confiscation claim:
 - (d) Wai 400—Ahuriri Purchase claim.
- (4) However, the historical claims do not include—
- (a) Wai 55—Te Whanganui-ā-Orotu claim (negotiated by another Crown-approved mandated body on behalf of Marangātūhetāua and Ngāi Te Ruruku ki Tangoio); or
 - (b) Wai 692—Napier Hospital and Health Services claim (negotiated by another Crown-approved mandated body on behalf of the Hapū); or
 - (c) a claim that a member of the Maungaharuru-Tangitū Hapū, or a whānau, hapū, or group referred to in **section 12(1)(b)**, had or may have that is founded on a right arising by virtue of being descended from a tipuna who is not a Maungaharuru-Tangitū Hapū tipuna; or

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 1 cl 16

- (d) a claim that a representative entity had or may have that is based on a claim referred to in **paragraph (c)**.
- (5) A claim may be a historical claim whether or not the claim has arisen or been considered, researched, registered, notified, or made on or before the settlement date.

*Historical claims settled and jurisdiction of
courts, etc, removed*

14 Settlement of historical claims final

- (1) The historical claims are settled.
- (2) The settlement of the historical claims is final, and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.
- (3) **Subsections (1) and (2)** do not limit the deed of settlement.
- (4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire or further inquire, or to make a finding or recommendation) in respect of—
- (a) the historical claims; or
 - (b) the deed of settlement; or
 - (c) this Act; or
 - (d) the redress provided under the deed of settlement or this Act.
- (5) **Subsection (4)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act.

Amendment to Treaty of Waitangi Act 1975

15 Amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) In Schedule 3, insert in its appropriate alphabetical order “Maungaharuru-Tangitū Hapū Claims Settlement Act **2013**, **section 14(4) and (5)**”.

Resumptive memorials no longer to apply

16 Certain enactments do not apply

- (1) The enactments listed in **subsection (2)** do not apply—

27

- Part 1 cl 17
- Maungaharuru-Tangitū Hapū Claims
Settlement Bill**
-
- (a) to a commercial redress property; or
 - (b) to land in the RFR area; or
 - (c) for the benefit of the Maungaharuru-Tangitū Hapū or a representative entity.
- (2) The enactments are—
- (a) Part 3 of the Crown Forest Assets Act 1989;
 - (b) sections 211 to 213 of the Education Act 1989;
 - (c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;
 - (d) sections 27A to 27C of the State-Owned Enterprises Act 1986;
 - (e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.
- 17 Resumptive memorials to be cancelled**
- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal description of, and identify the computer register for, each allotment that is subject to a resumptive memorial recorded under any enactment listed in **section 16(2)** and that—
- (a) is all or part of a commercial redress property; or
 - (b) is solely within the RFR area.
- (2) The chief executive of LINZ must issue a certificate as soon as is reasonably practicable after the settlement date.
- (3) Each certificate must state that it is issued under this section.
- (4) As soon as is reasonably practicable after receiving a certificate, the Registrar-General must—
- (a) register the certificate against each computer register identified in the certificate; and
 - (b) cancel each memorial recorded under an enactment listed in **section 16(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.
- Miscellaneous matters*
- 18 Rule against perpetuities does not apply**
- (1) The rule against perpetuities and the provisions of the Perpetuities Act 1964—
- (a) do not prescribe or restrict the period during which—

**Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

Part 2 cl 20

- (i) the Maungaharuru-Tangitū Trust may exist in law; or
 - (ii) the trustees of the Maungaharuru-Tangitū Trust may hold or deal with property or income derived from property; and
 - (b) do not apply to a document entered into to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if the Maungaharuru-Tangitū Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or of any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

19 Access to deed of settlement

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between 9 am and 5 pm on any working day; and
- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2

Cultural redress

Subpart 1—Tangoio

20 Interpretation

In this subpart,—

catchments fund means the fund established under **section**

21

catchments management area means those parts of the following water catchments surrounding the reserve that are within the area of interest as shown on OTS-201-53:

- (a) Esk water catchment;
- (b) Te Ngarue water catchment;
- (c) Waipātiki water catchment;

29

Part 2 cl 21 Maungaharuru-Tangitō Hapū Claims
Settlement Bill

(d) Aropoanui water catchment

Council means the Hawke's Bay Regional Council

environment has the meaning given in section 2(1) of the Resource Management Act 1991

reserve fund means the fund administered by the Council that relates to the income derived from, and expenses incurred in relation to, the reserve and the commercial forest on the reserve from time to time

Tangoio Soil Conservation Reserve or **reserve** means the land described in **Schedule 1** that is controlled and managed by the Council under section 16 of the Soil Conservation and Rivers Control Act 1941.

21 Council must establish and administer catchments fund

- (1) The Council must establish a catchments fund by opening a dedicated account at a registered bank.
- (2) The Council must administer the catchments fund.

22 Application of money in catchments fund

- (1) The Council and the trustees must agree on the application of the money in the catchments fund.
- (2) The Council may apply the money in the catchments fund only for the following purposes:
 - (a) maintaining the physical, chemical, and biological qualities of the soil in the catchments management area:
 - (b) avoiding, remedying, or mitigating soil erosion and its effects on the environment in the catchments management area.
- (3) Neither the Council nor the trustees must unreasonably withhold consent to any proposed application of money in the catchments fund under **subsection (1)**.
- (4) To avoid doubt, **subsection (2)** does not authorise the Council to use any money in the catchments fund to purchase land.
- (5) The Council must return any money generated from the application of money under **subsection (1)** to the catchments fund (minus any actual and reasonable expenses incurred by the Council in administering the catchments fund).

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 25

23 Transfers from reserve fund to catchments fund

- (1) The Council may, from time to time, transfer money from the reserve fund to the catchments fund if the Council is satisfied that the transfer will not adversely affect its obligations under section 16(4) of the Soil Conservation and Rivers Control Act 1941 to manage and control the reserve in a manner that in its opinion will best conserve the soil of the reserve and prevent injury to other land.
- (2) The Council must, at least once every 3 years after the settlement date, assess whether any money may be transferred from the reserve fund to the catchments fund in accordance with **subsection (1)**.

24 Application of Soil Conservation and Rivers Control Act 1941

- (1) Nothing in the Soil Conservation and Rivers Control Act 1941 applies to the catchments fund or the management of the catchments fund by the Council.
- (2) To avoid doubt, nothing in this subpart derogates from the Council's obligations under the Soil Conservation and Rivers Control Act 1941 in relation to the reserve, the commercial forest on the reserve, or the reserve fund.

25 Power of LINZ to obtain information relating to catchments fund

- (1) LINZ may request the Council to supply it with any information in relation to the catchments fund that is necessary to enable LINZ to meet its reporting obligations under the Public Finance Act 1989.
- (2) A request under **subsection (1)**—
 - (a) must be in writing; and
 - (b) state the date by which, and the manner in which, the information requested must be provided.
- (3) If the Council receives a request under **subsection (1)**, the Council must—
 - (a) provide a written response; and
 - (b) provide a copy of the response to the trustees.

Subpart 2—Te Kawenata

26 Interpretation

In this subpart,—

conservation document means a national park management plan, conservation management plan, conservation management strategy, or freshwater fisheries management plan

freshwater fisheries management plan has the meaning given in section 2(1) of the Conservation Act 1987

Te Kawenata means a partnership agreement in the form set out in part 7 of the documents schedule.

27 Authority to enter into Te Kawenata

Not later than the settlement date, the Minister of Conservation, the Director-General, and the trustees of the Maungaharuru-Tangitū Trust must enter into Te Kawenata.

28 Noting of Te Kawenata on conservation documents

(1) The Director-General must ensure that a summary of Te Kawenata is noted on every conservation document affecting Te Kawenata Area (as defined in Te Kawenata).

(2) The noting of the summary—

- (a) is for the purpose of public notice only; and
- (b) does not amend a conservation document for the purposes of the Conservation Act 1987 or the National Parks Act 1980.

29 Te Kawenata subject to rights, functions, duties, and powers

(1) Te Kawenata does not limit or affect—

- (a) the rights, functions, duties, or powers of the Crown, including (without limitation) the Crown's ability to—
 - (i) introduce legislation; or
 - (ii) change government policy; or
- (b) the functions, duties, or powers of the Minister of Conservation or the Director-General.

(2) Te Kawenata does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to,—

Maungaharuru-Tangitā Hapū Claims
Settlement Bill

Part 2 cl 31

- (a) land or any other resource held, managed, or administered under the conservation legislation; or
- (b) the common marine and coastal area (as defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011).

30 Enforcement of Te Kawenata

- (1) The Crown and the trustees must comply with Te Kawenata unless they agree to terminate it in accordance with its terms.
- (2) If the Crown fails to comply with Te Kawenata without good cause, the trustees may seek—
 - (a) a public law remedy (for example, judicial review);
 - (b) to enforce Te Kawenata, subject to the Crown Proceedings Act 1950.
- (3) Despite **subsection (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with Te Kawenata.
- (4) To avoid doubt, **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing Te Kawenata under **subsection (2)**.
- (5) **Subsection (2)** does not affect any contract entered into between the Minister of Conservation or the Director-General and the trustees, including any contract for service or concession.

Subpart 3—Protocols

31 Interpretation

In this subpart—

protocol—

- (a) means each of the following protocols issued under **section 32(1)(a)**:
 - (i) the Crown minerals protocol;
 - (ii) the taonga tūturu protocol; and
- (b) includes any amendments made under **section 32(1)(b)**

responsible Minister means,—

- (a) for the Crown minerals protocol, the Minister of Energy and Resources;

33

Part 2 cl 32 **Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

- (b) for the taonga tūturu protocol, the Minister for Arts, Culture and Heritage;
- (c) for any protocol, any other Minister of the Crown authorised by the Prime Minister to exercise powers and perform functions and duties in relation to the protocol.

General provisions applying to protocols

32 Issuing, amending, and cancelling protocols

- (1) Each responsible Minister—
 - (a) must issue a protocol to the trustees on the terms set out in part 5 of the documents schedule; and
 - (b) may amend or cancel that protocol.
- (2) The responsible Minister may amend or cancel a protocol at the initiative of—
 - (a) the trustees; or
 - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel a protocol only after consulting, and having particular regard to the views of, the trustees.

33 Protocols subject to rights, functions, and duties

Protocols do not restrict—

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, for example, the ability to—
 - (i) introduce legislation and change government policy; and
 - (ii) interact with or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tāngata whenua; or
- (b) the responsibilities of a responsible Minister or a department of State; or
- (c) the legal rights of the Maungaharuru-Tangitū Hapū or a representative entity.

34 Enforcement of protocols

- (1) The Crown must comply with a protocol while it is in force.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 35

- (2) If the Crown fails to comply with a protocol without good cause, the trustees may enforce the protocol, subject to the Crown Proceedings Act 1950.
- (3) Despite **subsection (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—
 - (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
 - (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

*Crown minerals***35 Crown minerals protocol**

- (1) The chief executive of the department of State responsible for the administration of the Crown Minerals Act 1991 must note a summary of the terms of the Crown minerals protocol in—
 - (a) a register of protocols maintained by the chief executive; and
 - (b) the minerals programmes that affect the Crown minerals protocol area, but only when those programmes are replaced.
- (2) The noting of the summary is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the minerals programmes for the purposes of the Crown Minerals Act 1991.
- (3) The Crown minerals protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown minerals.
- (4) In this section,—

Crown mineral means a mineral, as defined in section 2(1) of the Crown Minerals Act 1991,—

 - (a) that is the property of the Crown under section 10 or 11 of that Act; or
 - (b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

Part 2 cl 36

**Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

Crown minerals protocol area means the area shown on the map attached to the Crown minerals protocol, together with the adjacent waters

minerals programme has the meaning given in section 2(1) of the Crown Minerals Act 1991.

Taonga tūturu

36 Taonga tūturu protocol

- (1) The taonga tūturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.
- (2) In this section, **taonga tūturu**—
- (a) has the meaning given in section 2(1) of the Protected Objects Act 1975; and
 - (b) includes ngā taonga tūturu, as defined in section 2(1) of that Act.

**Subpart 4—Statutory acknowledgement and
deeds of recognition**

37 Interpretation

In this subpart,—

affected person has the meaning given in section 2AA(2) of the Resource Management Act 1991

relevant consent authority, for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area

statement of association, for a statutory area, means the statement—

- (a) made by the Maungaharuru-Tangitū Hapū of their particular cultural, historical, spiritual, and traditional association with the statutory area; and
- (b) set out in part 3 of the documents schedule

statutory acknowledgement means the acknowledgement made by the Crown in **section 38** in respect of the statutory areas, on the terms set out in this subpart

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 39

statutory area means an area described in **Schedule 2**, the general location of which is indicated on the deed plan for that area

statutory plan—

- (a) means a district plan, regional coastal plan, regional plan, regional policy statement, or proposed policy statement as defined in section 43AA of the Resource Management Act 1991; and
- (b) includes a proposed plan, as defined in section 43AAC of that Act.

*Statutory acknowledgement***38 Statutory acknowledgement by the Crown**

The Crown acknowledges the statements of association for the statutory areas.

39 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are to—

- (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, in accordance with **sections 40 to 42**; and
- (b) require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory areas and to provide summaries of resource consent applications or copies of notices of applications to the trustees in accordance with **sections 43 and 44**; and
- (c) enable the trustees and any member of the Maungaharuru-Tangitū Hapū to cite the statutory acknowledgement as evidence of the association of the Maungaharuru-Tangitū Hapū with a statutory area, in accordance with **section 45**.

- Part 2 cl 40
- Maungaharuru-Tangitā Hapū Claims
Settlement Bill**
-
- 40 Relevant consent authorities to have regard to statutory acknowledgement**
- (1) This section applies in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.
 - (2) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the trustees are affected persons in relation to the activity.
 - (3) **Subsection (2)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.
- 41 Environment Court to have regard to statutory acknowledgement**
- (1) This section applies to proceedings in the Environment Court in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.
 - (2) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the trustees are persons with an interest in the proceedings greater than that of the general public.
 - (3) **Subsection (2)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.
- 42 Historic Places Trust and Environment Court to have regard to statutory acknowledgement**
- (1) This section applies to an application made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.
 - (2) On and from the effective date, the Historic Places Trust must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 44

- (3) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area—
 - (a) in determining whether the trustees are persons directly affected by the decision; and
 - (b) in determining, under section 20 of the Historic Places Act 1993, an appeal against a decision of the Historic Places Trust in relation to the application.
 - (4) In this section, **archaeological site** has the meaning given in section 2 of the Historic Places Act 1993.
- 43 Recording statutory acknowledgement on statutory plans**
- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.
 - (2) The information attached to a statutory plan must include—
 - (a) a copy of **sections 38 to 42, 44, and 45**; and
 - (b) descriptions of the statutory areas wholly or partly covered by the plan; and
 - (c) the statement of association for each statutory area.
 - (3) The attachment of information to a statutory plan under this section is for the purpose of public information only and, unless adopted by the relevant consent authority as part of the statutory plan, the information is not—
 - (a) part of the statutory plan; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.
- 44 Provision of summary or notice to trustees**
- (1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:
 - (a) if the application is received by the consent authority, a summary of the application; or
 - (b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.

Part 2 cl 45 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

- (2) A summary provided under **subsection (1)(a)** must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991 or as may be agreed between the trustees and the relevant consent authority.
 - (3) The summary must be provided—
 - (a) as soon as is reasonably practicable after the relevant consent authority receives the application; but
 - (b) before the relevant consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.
 - (4) A copy of a notice must be provided under **subsection (1)(b)** not later than 10 working days after the day on which the consent authority receives the notice.
 - (5) The trustees may, by written notice to a relevant consent authority,—
 - (a) waive the right to be provided with a summary or copy of a notice under this section; and
 - (b) state the scope of that waiver and the period it applies for.
 - (6) This section does not affect the obligation of a relevant consent authority to decide,—
 - (a) under section 95 of the Resource Management Act 1991, whether to notify an application;
 - (b) under section 95E of that Act, whether the trustees are affected persons in relation to an activity.
- 45 Use of statutory acknowledgement**
- (1) The trustees and any member of the Maungaharuru-Tangitū Hapū may, as evidence of the association of the Maungaharuru-Tangitū Hapū with a statutory area, cite the statutory acknowledgement that relates to that area in submissions and proceedings concerning activities within, adjacent to, or directly affecting the statutory area that are made to or before—
 - (a) the relevant consent authorities; or
 - (b) the Environment Court; or
 - (c) the Historic Places Trust; or

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 46

- (d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.
- (2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—
 - (a) the bodies referred to in **subsection (1)**; or
 - (b) parties to proceedings before those bodies; or
 - (c) any other person who is entitled to participate in those proceedings.
- (3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account.
- (4) To avoid doubt,—
 - (a) neither the trustees nor members of the Maungaharuru-Tangitū Hapū are precluded from stating that the Maungaharuru-Tangitū Hapū have an association with a statutory area that is not described in the statutory acknowledgement; and
 - (b) the content and existence of the statutory acknowledgement do not limit any statement made.

*Deeds of recognition***46 Issuing and amending deeds of recognition**

- (1) This section applies in respect of the statutory areas listed in **Part 2 of Schedule 2**.
- (2) The Minister of Conservation and the Director-General must issue a deed of recognition in the form set out in part 4 of the documents schedule for the statutory areas administered by the Department of Conservation.
- (3) The Commissioner of Crown Lands must issue a deed of recognition in the form set out in part 4 of the documents schedule for the statutory areas administered by the Commissioner.
- (4) The person or persons who issue a deed of recognition may amend the deed, but only with the written consent of the trustees.

Part 2 cl 47

**Maungaharuru-Tangitā Hapū Claims
Settlement Bill**

*General provisions relating to statutory
acknowledgement and deeds of recognition*

47 Application of statutory acknowledgement and deed of recognition to river or stream

- (1) If any part of the statutory acknowledgement applies to a river or stream, including a tributary, that part of the acknowledgement—
 - (a) applies only to—
 - (i) the continuously or intermittently flowing body of fresh water, including a modified watercourse, that comprises the river or stream; and
 - (ii) the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; but
 - (b) does not apply to—
 - (i) a part of the bed of the river or stream that is not owned by the Crown; or
 - (ii) an artificial watercourse.
- (2) If any part of a deed of recognition applies to a river or stream, including a tributary, that part of the deed—
 - (a) applies only to the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; but
 - (b) does not apply to—
 - (i) a part of the bed of the river or stream that is not owned and managed by the Crown; or
 - (ii) the bed of an artificial watercourse.

48 Exercise of powers and performance of functions and duties

- (1) The statutory acknowledgement and a deed of recognition do not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under an enactment or a bylaw.
- (2) A person, in considering a matter or making a decision or recommendation under an enactment or a bylaw, must not give greater or lesser weight to the association of the Maun-

42

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 51

gaharuru-Tangitū Hapū with a statutory area than that person would give if there were no statutory acknowledgement or deed of recognition for the statutory area.

- (3) **Subsection (2)** does not limit **subsection (1)**.
- (4) This section is subject to—
 - (a) the other provisions of this subpart; and
 - (b) any obligation imposed on the Minister of Conservation, the Director-General, or the Commissioner of Crown Lands by a deed of recognition.

49 Rights not affected

- (1) The statutory acknowledgement and a deed of recognition do not—
 - (a) affect the lawful rights or interests of a person who is not a party to the deed of settlement; or
 - (b) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.
- (2) This section is subject to the other provisions of this subpart.

*Consequential amendment to Resource
Management Act 1991***50 Amendment to Resource Management Act 1991**

- (1) This section amends the Resource Management Act 1991.
- (2) In Schedule 11, insert in its appropriate alphabetical order “Maungaharuru-Tangitū Hapū Claims Settlement Act **2013**”.

Subpart 5—Tātai Tūāpapa

51 Interpretation

In this subpart,—

Conservation Board means a board established under section 6L of the Conservation Act 1987

New Zealand Conservation Authority means the Authority established by section 6A of the Conservation Act 1987

protection principles, for a Tātai Tūāpapa area, means the principles set out for the area in part 2 of the documents schedule, or as amended under **section 54(3)**

43

Part 2 cl 52 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

specified actions, for a Tātai Tūāpapa area, means the actions set out for the area in part 2 of the documents schedule

statement of values, for a Tātai Tūāpapa area, means the statement—

- (a) made by the Maungaharuru-Tangitū Hapū of their values relating to their cultural, historical, spiritual, and traditional association with the Tātai Tūāpapa area; and
- (b) set out in part 1 of the documents schedule.

Tātai Tūāpapa means the application of this subpart to each Tātai Tūāpapa area

Tātai Tūāpapa area—

- (a) means an area that is declared under **section 52(1)** to be subject to Tātai Tūāpapa; but
- (b) does not include an area that is declared under **section 63(1)** to be no longer subject to Tātai Tūāpapa.

52 Declaration of Tātai Tūāpapa and the Crown's acknowledgement

- (1) Each area described in **Schedule 3** is declared to be subject to the Tātai Tūāpapa.
- (2) The Crown acknowledges the statements of values for the Tātai Tūāpapa areas.

53 Purposes of Tātai Tūāpapa

The only purposes of Tātai Tūāpapa are to—

- (a) require the New Zealand Conservation Authority and relevant Conservation Boards to comply with the obligations in **section 55**; and
- (b) enable the taking of action under **sections 56 to 61**.

54 Agreement on protection principles

- (1) The trustees and the Minister of Conservation may agree on and publicise protection principles that are intended to prevent the values stated in the statement of values for a Tātai Tūāpapa area from being harmed or diminished.
- (2) The protection principles set out in part 2 of the documents schedule are to be treated as having been agreed by the trustees and the Minister of Conservation.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 56

- (3) The trustees and the Minister of Conservation may agree in writing to any amendments to the protection principles.

55 Obligations on New Zealand Conservation Authority and Conservation Boards

- (1) When the New Zealand Conservation Authority or a Conservation Board considers a conservation management strategy, conservation management plan, or national park management plan that relates to a Tātai Tūāpapa area, the Authority or Board must have particular regard to—
- (a) the statement of values for the area; and
 - (b) the protection principles for the area.
- (2) Before approving a strategy or plan that relates to a Tātai Tūāpapa area, the New Zealand Conservation Authority or a Conservation Board must—
- (a) consult the trustees; and
 - (b) have particular regard to the views of the trustees as to the effect of the strategy or plan on—
 - (i) the statement of values for the area; and
 - (ii) the protection principles for the area.
- (3) If the trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to a Tātai Tūāpapa area, the Authority must, before approving the strategy, give the trustees an opportunity to make submissions in relation to those concerns.

56 Noting of Tātai Tūāpapa in strategies and plans

- (1) The application of the Tātai Tūāpapa to a Tātai Tūāpapa area must be noted in any conservation management strategy, conservation management plan, or national park management plan affecting the area.
- (2) The noting of the Tātai Tūāpapa is—
- (a) for the purpose of public notice only; and
 - (b) not an amendment to the strategy or plan for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

Part 2 cl 57

**Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

57 Notification in Gazette

- (1) The Minister of Conservation must notify in the *Gazette*, as soon as practicable after the settlement date,—
 - (a) the declaration made by **section 52** that the Tātai Tūāpapa applies to the Tātai Tūāpapa areas; and
 - (b) the protection principles for each Tātai Tūāpapa area.
- (2) Any amendment to the protection principles agreed under **section 54(3)** must be notified by the Minister in the *Gazette* as soon as practicable after the amendment has been agreed in writing.
- (3) The Director-General may notify in the *Gazette* any action (including any specified action) taken or intended to be taken under **section 58 or 59**.

58 Actions by Director-General

- (1) The Director-General must take action in relation to the protection principles that relate to a Tātai Tūāpapa area, including the specified actions.
- (2) The Director-General retains complete discretion to determine the method and extent of the action to be taken.
- (3) The Director-General must notify the trustees in writing of any action intended to be taken.

59 Amendment to strategies or plans

- (1) The Director-General may initiate an amendment to a conservation management strategy, conservation management plan, or national park management plan to incorporate objectives for the protection principles that relate to a Tātai Tūāpapa area.
- (2) The Director-General must consult relevant Conservation Boards before initiating the amendment.
- (3) The amendment is an amendment for the purposes of section 171(1) to (3) of the Conservation Act 1987 or section 46(1) to (4) of the National Parks Act 1980.

60 Regulations

The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for 1 or more of the following purposes:

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 62

- (a) to provide for the implementation of objectives included in a strategy or plan under **section 59(1)**;
- (b) to regulate or prohibit activities or conduct by members of the public in relation to a Tātai Tūāpapa area;
- (c) to create offences for breaches of regulations made under **paragraph (b)**;
- (d) to prescribe the following fines:
 - (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$5,000; and
 - (ii) for a continuing offence, an additional amount not exceeding \$50 for every day on which the offence continues.

61 Bylaws

The Minister of Conservation may make bylaws for 1 or more of the following purposes:

- (a) to provide for the implementation of objectives included in a strategy or plan under **section 59(1)**;
- (b) to regulate or prohibit activities or conduct by members of the public in relation to a Tātai Tūāpapa area;
- (c) to create offences for breaches of bylaws made under **paragraph (b)**;
- (d) to prescribe the following fines:
 - (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$1,000; and
 - (ii) for a continuing offence, an additional amount not exceeding \$50 for every day on which the offence continues.

62 Existing classification of Tātai Tūāpapa areas

- (1) This section applies if the Tātai Tūāpapa applies to any land in—

- (a) a national park under the National Parks Act 1980; or
- (b) a conservation area under the Conservation Act 1987; or
- (c) a reserve under the Reserves Act 1977.

- (2) The Tātai Tūāpapa does not affect—

- (a) the purpose of the national park, conservation area, or reserve; or

47

Part 2 cl 63 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

- (b) the classification of the land as a national park, conservation area, or reserve.

63 Termination of Tātai Tūāpapa

- (1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of a Tātai Tūāpapa area is no longer subject to the Tātai Tūāpapa.
- (2) The Minister of Conservation must not make a recommendation for the purposes of **subsection (1)** unless—
 - (a) the trustees and the Minister of Conservation have agreed in writing that the Tātai Tūāpapa is no longer appropriate for the relevant area; or
 - (b) the relevant area is to be, or has been, disposed of by the Crown; or
 - (c) the responsibility for managing the relevant area is to be, or has been, transferred to a different Minister of the Crown or the Commissioner of Crown Lands.
- (3) The Crown must take reasonable steps to ensure that the trustees continue to have input into the management of a relevant area if—
 - (a) **subsection (2)(c)** applies; or
 - (b) there is a change in the statutory management regime that applies to all or part of the Tātai Tūāpapa area.

64 Exercise of powers and performance of functions and duties

- (1) The Tātai Tūāpapa does not affect, and must not be taken into account by, any person exercising a power or performing a function or duty under an enactment or a bylaw.
- (2) A person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the values stated in the statement of values for a Tātai Tūāpapa area than that person would give if the area were not subject to the Tātai Tūāpapa.
- (3) **Subsection (2)** does not limit **subsection (1)**.
- (4) This section is subject to the other provisions of this subpart.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 67

65 Rights not affected

- (1) The Tātai Tūāpapa does not—
 - (a) affect the lawful rights or interests of a person who is not a party to the deed of settlement; or
 - (b) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a Tātai Tūāpapa area.
- (2) This section is subject to the other provisions of this subpart.

Subpart 6—Fisheries redress

66 Appointment of advisory committee in relation to Wairoa Hard

- (1) The Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995, must on or before the settlement date, appoint the trustees as an advisory committee under section 21(1) of that Act for the purposes of advising the Minister on any proposed changes to—
 - (a) the prohibition on the commercial taking of finfish from the waters of the area in Hawke's Bay known as the Wairoa Hard; and
 - (b) the restriction on the use of nets for the taking of finfish in the waters of the area in Hawke's Bay known as the Wairoa Hard.
- (2) In **subsection (1)**, **finfish** has the same meaning as in section 2(1) of the Fisheries Act 1996.

Subpart 7—Official geographic names

67 Interpretation

In this subpart,—

Act means the New Zealand Geographic Board (Ngā Pou Tau-naha o Aotearoa) Act 2008**Board** has the meaning given in section 4 of the Act**official geographic name** has the meaning given in section 4 of the Act.

Part 2 cl 68
Maungaharuru-Tangitū Hapū Claims
Settlement Bill

68 Assignment and alteration of official geographic names

- (1) A name specified in the first column of the table in clause 5.52.1 of the deed of settlement is assigned to the feature described in the second and third columns of that table.
- (2) A name specified in the first column of the table in clause 5.52.2 of the deed of settlement for the feature described in the third and fourth columns is altered to the name specified in the second column of that table.
- (3) Each assignment or alteration of a name is to be treated as if it were an assignment or alteration of the official geographic name made by a determination of the Board under section 19 of the Act that takes effect on the settlement date.

69 Publication of official geographic names

- (1) The Board must, as soon as practicable after the settlement date, give public notice of each assignment or alteration of an official geographic name specified under **section 68** in accordance with section 21(2) and (3) of the Act.
- (2) The notices must state that each official geographic name became an official geographic name on the settlement date.

70 Subsequent alteration of official geographic names

- (1) In making a determination to alter the official geographic name of a feature named by this subpart, the Board—
 - (a) need not comply with sections 16, 17, 18, 19(1), and 20 of the Act; but
 - (b) must have the written consent of the trustees.
- (2) To avoid doubt, the Board must give public notice of the determination in accordance with section 21(2) and (3) of the Act.

Subpart 8—Vesting of cultural redress
properties

71 Interpretation

In this subpart,—

bed of Lake Opouahi, bed of Lake Orakai, part bed of Lake Tūtira, and bed of Lake Waikopiro mean, in each case, the land described by that name in the second column of **Schedule 4**

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 71

Council means Hastings District Council**cultural redress property** means each of the following properties and each property means the land described by that name in **Schedule 4**:

- Property vested in fee simple*
- (a) Part Opouahi Scenic Reserve:
- Properties vested in fee simple to be administered as reserves*
- (b) Te Pohue Domain Recreation Reserve:
 - (c) Lake Opouahi property:
 - (d) Lake Orakai property:
 - (e) part Lake Tūtira property:
 - (f) Lake Waikopiro property

lake means—

- (a) the space occupied from time to time by the waters of the lake at their highest level without overflowing its banks; and
- (b) the airspace above the water; and
- (c) the bed below the water

lake property—

- (a) means each of the properties specified in **paragraphs (c) to (f)** of the definition of cultural redress property; and
- (b) includes the bed and stratum for each lake property

reserve property means—

- (a) Te Pohue Domain Recreation Reserve:
- (b) a lake property

stratum, in relation to a lake property, means the space occupied by—

- (a) the water of the lake; and
- (b) the air above the water

stratum above bed of Lake Opouahi, stratum above bed of Lake Orakai, stratum above part bed of Lake Tūtira, and stratum above bed of Lake Waikopiro mean, in each case, the stratum described by that name in the second column of **Schedule 4**.

Part 2 cl 72 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part Opouahi Scenic Reserve

72 Part Opouahi Scenic Reserve

- (1) The reservation of Part Opouahi Scenic Reserve (being part of Opouahi Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Part Opouahi Scenic Reserve vests in the trustees.
- (3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with a registrable easement for a right of way on the terms and conditions set out in part 6.1 of the documents schedule.

Te Pohue Domain Recreation Reserve and hall

73 Meaning of hall

In **sections 74 to 78**, hall—

- (a) means the hall and the ancillary buildings adjacent to the hall on Te Pohue Domain Recreation Reserve owned by the Council immediately before the vesting of that property in the trustees under **section 74**;
- (b) includes any hall or building that replaces the hall or an ancillary building adjacent to the hall (as the case may be) under **section 75(b) or 77(2)**.

74 Te Pohue Domain Recreation Reserve

- (1) The reservation of Te Pohue Domain Recreation Reserve (being part of Te Pohue Upper Mohaka Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) Subject to **section 75**, the fee simple estate in Te Pohue Domain Recreation Reserve vests in the trustees.
- (3) Te Pohue Domain Recreation Reserve is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve is named Te Pohue Domain Recreation Reserve.
- (5) The Council is the administering body of Te Pohue Domain Recreation Reserve as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 77

- (6) Despite section 15 of the Reserves Act 1977, Te Pohue Domain Recreation Reserve may not be exchanged for other land.
- (7) Despite section 41 of the Reserves Act 1977, all management plans relating to Te Pohue Domain Recreation Reserve must be prepared in agreement between the Council and the trustees.

75 Ownership of hall on Te Pohue Domain Recreation Reserve

Despite the vesting of Te Pohue Domain Recreation Reserve in the trustees under **section 74**, the hall does not vest in the trustees and—

- (a) may remain on Te Pohue Domain Recreation Reserve without the consent of, and without charge by, the trustees; and
- (b) may be accessed, used, occupied, repaired, maintained, removed, demolished, or replaced by the Council (or any person with the consent of the Council) at any time without the consent of, and without charge by, the trustees; and
- (c) the trustees are not liable under any enactment or rule of law for any matter in relation to the hall for which they would, apart from this section, be liable by reason of their ownership of Te Pohue Domain Recreation Reserve.

76 Status of Te Pohue Domain Recreation Reserve under Reserves Act 1977

Despite the Reserves Act 1977, the reserve status of Te Pohue Domain Recreation Reserve must not be revoked or reclassified.

77 Obligations of Council relating to hall

- (1) While the hall remains on Te Pohue Domain Recreation Reserve, the Council must keep the hall in the same clean order, repair, and condition as the hall was in at the time of the vesting of Te Pohue Domain Recreation Reserve in the trustees.
- (2) The Council must remove, demolish, or replace the hall if—
 - (a) the hall is damaged or is destroyed so that it is untenable; and

53

Part 2 cl 78 **Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

- (b) the Council has not repaired the damage or destruction within 12 months of the date on which the damage or destruction occurred.

78 Further provisions relating to removal, demolition, or replacement of hall

- (1) If the hall is removed, demolished, or replaced under **section 75(b) or 77(2)**, the Council must leave that part of Te Pohue Domain Recreation Reserve in a clean and tidy condition.
- (2) To avoid doubt, nothing in **section 75(b) or 77(2)** limits or affects the requirements of any enactment that may apply to the removal, demolition, or replacement of the hall.

Lake properties

79 Lake Opouahi property

- (1) The reservation of bed of Lake Opouahi (being part of Opouahi Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in bed of Lake Opouahi vests in the trustees.
- (3) The stratum above bed of Lake Opouahi vests in the trustees—
- (a) as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and
- (b) as if it were vested under section 26 of the Reserves Act 1977.
- (4) Bed of Lake Opouahi is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (5) The reserve comprising bed of Lake Opouahi and the stratum above bed of Lake Opouahi is named Lake Opouahi Scenic Reserve.
- (6) The Minister of Conservation must provide the trustees with a registrable right of way easement in relation to the bed of Lake Opouahi and the stratum above bed of Lake Opouahi on the terms and conditions set out in part 6.3 of the documents schedule.
- (7) The easement is—

Maungaharuru-Tangitū Hapu Claims
Settlement Bill

Part 2 cl 80

- (a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
- (b) to be treated as having been granted in accordance with Part 3B of that Act; and
- (c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

80 Lake Orakai property

- (1) The reservation of bed of Lake Orakai (being part of Tutira Domain Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in bed of Lake Orakai vests in the trustees.
- (3) The stratum above bed of Lake Orakai vests in the trustees—
 - (a) as a recreation reserve subject to section 17 of the Reserves Act 1977; and
 - (b) as if it were vested under section 26 of the Reserves Act 1977.
- (4) Bed of Lake Orakai is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (5) The reserve comprising bed of Lake Orakai and the stratum above bed of Lake Orakai is named Lake Orakai Recreation Reserve.
- (6) The Minister of Conservation must provide the trustees with a registrable right of way easement in relation to the bed of Lake Orakai and the stratum above bed of Lake Orakai on the terms and conditions set out in part 6.2 of the documents schedule.
- (7) The easement is—
 - (a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
 - (b) to be treated as having been granted in accordance with Part 3B of that Act; and
 - (c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

Part 2 cl 81
Maungaharuru-Tangitū Hapū Claims
Settlement Bill

81 Part Lake Tūtira property

- (1) The reservation of part bed of Lake Tūtira (being part of Tutira Domain Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in part bed of Lake Tūtira vests in the trustees.
- (3) The stratum above part bed of Lake Tūtira vests in the trustees—
 - (a) as a recreation reserve subject to section 17 of the Reserves Act 1977; and
 - (b) as if it were vested under section 26 of the Reserves Act 1977.
- (4) Part bed of Lake Tūtira is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (5) The reserve comprising part bed of Lake Tūtira and the stratum above part bed of Lake Tūtira is named Lake Tūtira Recreation Reserve.
- (6) The Minister of Conservation must provide the trustees with a registrable right of way easement in relation to part bed of Lake Tūtira and the stratum above part bed of Lake Tūtira on the terms and conditions set out in part 6.2 of the documents schedule.
- (7) The easement is—
 - (a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
 - (b) to be treated as having been granted in accordance with Part 3B of that Act; and
 - (c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

82 Lake Waikopiro property

- (1) The reservation of bed of Lake Waikopiro (being part of Tutira Domain Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in bed of Lake Waikopiro vests in the trustees.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 84

- (3) The stratum above bed of Lake Waikopiro vests in the trustees—
 - (a) as a recreation reserve subject to section 17 of the Reserves Act 1977; and
 - (b) as if it were vested under section 26 of the Reserves Act 1977.
 - (4) Bed of Lake Waikopiro is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
 - (5) The reserve comprising bed of Lake Waikopiro and the stratum above bed of Lake Waikopiro is named Lake Waikopiro Recreation Reserve.
 - (6) The Minister of Conservation must provide the trustees with a registrable right of way easement in relation to Lake Waikopiro and the stratum above bed of Lake Waikopiro on the terms and conditions set out in part 6.2 of the documents schedule.
 - (7) The easement is—
 - (a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
 - (b) to be treated as having been granted in accordance with Part 3B of that Act; and
 - (c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.
- 83 Limits on trustees' rights and obligations in relation to lake properties**
To avoid doubt, the vesting of a lake property under this sub-part does not give any rights to, or impose any obligations on, the trustees in relation to—
- (a) the waters of the lake; or
 - (b) the aquatic life of the lake (other than plants attached to the bed of the lake).
- 84 Limits on liability for plants**
Despite **section 83(b)**, the trustees are not—
- (a) liable for any plants attached to the bed of a lake property; or

- Part 2 cl 85 **Maungaharuru-Tangitū Hapū Claims Settlement Bill**
- (b) responsible for the control or removal of those plants.
- 85 Limits on liability for contamination**
- (1) Despite any enactment or rule of law, the trustees are not liable for any contamination—
- (a) of a lake property (including contamination by plants attached to the bed of the lake); or
 - (b) of natural and physical resources by a lake property (including contamination by plants attached to the bed of the lake); or
 - (c) of a lake property that occurred before the settlement date; or
 - (d) if liability for contamination arises only because the trustees are the owners of a lake property.
- (2) **Subsection (1)** does not apply to the extent that any contamination is caused by an intentional, reckless, or negligent act or omission of the trustees.
- (3) In **subsection (1)(b)**, **natural and physical resources** has the meaning given in section 2(1) of the Resource Management Act 1991.
- 86 Boundaries relating to lake properties**
- To the extent that a lake property has moveable boundaries, the boundaries are governed by the common law rules of accretion, erosion, and avulsion.
- 87 Existing structures**
- (1) Despite the vesting of each lake property under this subpart, an existing structure—
- (a) does not vest in the trustees; and
 - (b) may remain in or on a lake property without the consent of, and without charge by, the owners of the lake property; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the owners of the lake property.

Maungaharuru-Tangitā Hapā Claims
Settlement Bill

Part 2 cl 90

- (2) However, if the owner of an existing structure removes or demolishes the structure, the owners of the lake property may require the owner of the structure to leave the lake property in a clean and tidy condition.
- (3) In this section and **sections 88 and 89, existing structure—**
 - (a) means a structure in or on the bed of a lake property to the extent that the structure existed on the settlement date; and
 - (b) includes such a structure whether or not, at any time, it was or is unlawful or unauthorised.

88 Determination of applications relating to existing structures

- (1) Despite the vesting of each lake property under this subpart, certain applications relating to an existing structure must be determined as if the lake property were owned by the Crown.
- (2) The applications are each application for a resource consent under the Resource Management Act 1991, or for a building consent under the Building Act 2004,—
 - (a) to use, occupy, access, repair, maintain, remove, or demolish the existing structure; or
 - (b) to rectify the non-compliance of the existing structure with that Act.

89 Liability for existing structures

The owners of a lake property are not liable under any enactment or rule of law for an existing structure for which they would, apart from this section, be liable by reason of their ownership of the lake property.

90 New structures require consent

- (1) No person may erect or modify a structure in or on, or attach a structure to, the bed of a lake property, unless the owners of the lake property first give their written consent.
- (2) However, **subsection (1)** does not apply if **section 87** permits the activity relating to the structure.
- (3) The owners may impose conditions on the grant of their consent, including imposing a charge.

59

Part 2 cl 91 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

*General provisions applying to vesting of
cultural redress properties*

- 91 Properties vest subject to or together with interests**
Each cultural redress property vested under this subpart is subject to, or has the benefit of, any interests listed for the property in the third column of the table in **Schedule 4**.
- 92 Interests in land for Te Pohue Domain Recreation Reserve**
- (1) This section applies while the Council is treated as if it were appointed to control and manage Te Pohue Domain Recreation Reserve under section 28 of the Reserves Act 1977.
 - (2) Despite the appointment of the Council as the administering body for Te Pohue Domain Recreation Reserve under **section 74(5)**, the Council may grant, or be the grantee of, an interest in the property as if it were vested in the Council under section 26 of the Reserves Act 1977.
 - (3) If Te Pohue Domain Recreation Reserve is affected by an interest in land listed for the property in **Schedule 4**, the interest applies as if the Council were the grantor, or the grantee, as the case may be, of the interest in respect of the property.
 - (4) Any interest in land that affects Te Pohue Domain Recreation Reserve must be dealt with for registration purposes as if the Council were the registered proprietor of Te Pohue Domain Recreation Reserve.
- 93 Interests that are not interests in land**
- (1) This section applies if a cultural redress property is subject to an interest (other than an interest in land) listed for the property in **Schedule 4**, for which there is a grantor, whether or not the interest also applies to land outside the cultural redress property.
 - (2) The interest applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property, except to the extent that **subsection (3)** applies.
 - (3) If all or part of the cultural redress property is Te Pohue Domain Recreation Reserve to which **section 92** applies, the interest applies as if the Council were the grantor of the interest in respect of Te Pohue Domain Recreation Reserve.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 94

- (4) The interest applies—
- (a) until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and
 - (b) with any other necessary modifications; and
 - (c) despite any change in status of the land in the property.

94 Registration of ownership

- (1) This section applies to a cultural redress property vested in the trustees under this subpart.
- (2) **Subsection (3)** applies to a cultural redress property, but only to the extent that the property is all of the land contained in a computer freehold register.
- (3) The Registrar-General must, on written application by an authorised person,—
- (a) register the trustees as the proprietors of the fee simple estate in the property; and
 - (b) record any entry on the computer freehold register and do anything else necessary to give effect to this subpart and to part 5 of the deed of settlement.
- (4) **Subsection (5)** applies to a cultural redress property, but only to the extent that **subsection (2)** does not apply to the property.
- (5) The Registrar-General must, in accordance with a written application by an authorised person,—
- (a) create 1 or more computer freehold registers for the fee simple estate in the property in the name of the trustees; and
 - (b) record on the computer freehold register or registers any interests that are registered, notified, or notifiable and that are described in the application.
- (6) **Subsection (5)** is subject to the completion of any survey necessary to create a computer freehold register.
- (7) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
- (a) 24 months after the settlement date; or

- Part 2 cl 95
- Maungaharuru-Tangitā Hapū Claims
Settlement Bill
-
- (b) any later date that may be agreed in writing by the Crown and the trustees.
- (8) In this section, **authorised person** means a person authorised by the Director-General.
- 95 Application of Part 4A of Conservation Act 1987**
- (1) The vesting of the fee simple estate in a cultural redress property in the trustees under this subpart is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (2) Section 24 of the Conservation Act 1987 does not apply to the vesting of Te Pohue Domain Recreation Reserve.
- (3) Part 4A of the Conservation Act 1987 does not apply to the vesting of a lake property under this subpart.
- (4) **Subsection (3)** does not limit **subsection (1)**.
- 96 Matters to be recorded on computer freehold register**
- (1) The Registrar-General must record on any computer freehold register for—
- (a) Part Opouahi Scenic Reserve that the land is subject to Part 4A of the Conservation Act 1987;
- (b) Te Pohue Domain Recreation Reserve,—
- (i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
- (ii) that the land is subject to **sections 76 and 101**;
- (c) a lake property—
- (i) that Part 4A of the Conservation Act 1987 does not apply; and
- (ii) that the land is subject to **section 101**.
- (2) A notification made under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (3) If the reservation of a lake property is revoked for—
- (a) all of the lake property, the Director-General must apply in writing to the Registrar-General to remove from the

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 97

computer freehold register or registers for the property the notifications that the property is subject to **sections 95(3) and 101**:

- (b) part of the lake property, the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register or registers for the part of the property that remains a reserve.
- (4) If section 27 of the Reserves Act 1977 is invoked in relation to the stratum above bed of Lake Opouahi, the stratum above bed of Lake Orakai, the stratum above part bed of Lake Tūtira, or the stratum above bed of Lake Waikopiro for—
 - (a) all of the stratum, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the stratum the notifications that the stratum is subject to **sections 95(3) and 101**;
 - (b) part of the stratum, the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for that part of the stratum that remains a reserve.
- (5) The Registrar-General must comply with an application received in accordance with **subsection (3)(a) or (4)(a)** (as the case may be).

97 Application of other enactments

- (1) The vesting of the fee simple estate in a cultural redress property under this subpart does not—
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (2) 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 the deed of settlement in relation to a cultural redress property.
- (3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under this subpart, of the reserve status of a cultural redress property.

Part 2 cl 98 Maungaharuru-Tangitā Hapū Claims
Settlement Bill

- (4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the vesting of the fee simple estate in a cultural redress property under this subpart; or
 - (b) any matter incidental to, or required for the purpose of, the vesting.

98 Minister of Conservation may grant easements

- (1) The Minister of Conservation may grant any easement over a conservation area or reserve that is required to fulfil the terms of the deed of settlement in relation to a cultural redress property.
- (2) Any such easement is—
- (a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
 - (b) to be treated as having been granted in accordance with Part 3B of that Act; and
 - (c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

Further provisions applying to reserve properties

99 Application of other enactments to reserve properties

- (1) Except as provided in **section 74**, the trustees are the administering body for a reserve property.
- (2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve property, despite sections 48A(6), 114(5), and 115(6) of that Act.
- (3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve property.
- (4) If the reservation of a reserve property under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of the property, section 25(2) of that Act applies to the revocation, but not the rest of section 25 of that Act.
- (5) To avoid doubt, **subsection (4)** does not apply to—
- (a) the stratum above bed of Lake Opouahi;
 - (b) the stratum above bed of Lake Orakai;
 - (c) the stratum above part bed of Lake Tūtira:

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 102

- (d) the stratum above bed of Lake Waikopiro.
- (6) A reserve property is not a Crown protected area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, despite anything in that Act.
- (7) The name of a reserve property must not be changed or a name assigned to it under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed change.
- 100 Meaning of reserve land**
In **sections 101 to 104**, **reserve land** means all or the part of a reserve property that remains a reserve under the Reserves Act 1977 after the property has vested in the trustees under this subpart.
- 101 Subsequent transfer of reserve land**
- (1) This section applies to the subsequent transfer of the reserve land.
- (2) The fee simple estate in the reserve land in a lake property may be transferred only in accordance with **section 102 or 103**.
- (3) Despite **section 103**, the fee simple estate in Te Pohue Domain Recreation Reserve may be transferred only in accordance with **section 102**.
- 102 Transfer of reserve land if trustees change**
The registered proprietors of the reserve land may transfer the fee simple estate in the reserve land if—
- (a) the transferors of the reserve land are or were the trustees of a trust; and
- (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
- (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

Part 2 cl 103 Maungaharuru-Tangitū Hapu Claims
Settlement Bill

103 Transfer of reserve land to new administering body

- (1) The registered proprietors of the reserve land may apply in writing to the Minister of Conservation for consent to transfer the fee simple estate in the reserve land to 1 or more persons (the **new owners**).
- (2) The Minister of Conservation must give written consent to the transfer if the registered proprietors satisfy the Minister that the new owners are able to—
 - (a) comply with the requirements of the Reserves Act 1977; and
 - (b) perform the duties of an administering body under that Act.
- (3) The Registrar-General must, upon receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (4) The required documents are—
 - (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer; and
 - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
 - (c) any other document required for the registration of the transfer instrument.
- (5) The new owners, from the time of their registration under this section,—
 - (a) are the administering body of the reserve land; and
 - (b) hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer; and
 - (c) have the same rights and obligations (including under this subpart) as the registered proprietors had immediately before the transfer.
- (6) A transfer that complies with this section need not comply with any other requirements.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 2 cl 106

- (7) To avoid doubt, section 27 of the Reserves Act 1977 continues to apply to any part of the reserve land that is vested under any of **sections 79(3), 80(3), 81(3), or 82(3)** as if the new owners were the trustees.

104 Reserve land not to be mortgaged

The owners of reserve land must not mortgage, or give a security interest in, the reserve land.

105 Saving of bylaws, etc, in relation to reserve properties

- (1) This section applies to any bylaw, or any prohibition or restriction on use or access, that an administering body or the Minister of Conservation made or imposed under the Conservation Act 1987 or the Reserves Act 1977 in relation to a reserve property before the property was vested in the trustees under this subpart.
- (2) The bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Conservation Act 1987 or the Reserves Act 1977.

*Names of Crown protected areas***106 Names of Crown protected areas discontinued**

- (1) **Subsection (2)** applies to the land, or the part of the land, in a cultural redress property that, immediately before the settlement date, was all or part of a Crown protected area.
- (2) The official geographic name of the Crown protected area is discontinued in respect of the land, or the part of the land, and the Board must amend the Gazetteer accordingly.
- (3) In this section, **Board**, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given in section 4 of the New Zealand Geographic Board (Ngā Pou Tau-naha o Aotearoa) Act 2008.

Part 2 cl 107 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Subpart 9—Vesting and gifting back of
properties

**107 Delayed vesting and gifting back of gifting-back
properties**

- (1) The fee simple estate in a gifting-back property vests in the trustees on the vesting date.
- (2) On the seventh day after the vesting date, the fee simple estate in a gifting back property vests in the Crown as a gifting back to the Crown by the trustees for the people of New Zealand.
- (3) However, the following matters apply as if the vestings had not occurred:
 - (a) a gifting-back property remains a reserve under the Reserves Act 1977; and
 - (b) any enactment, instrument, or interest that applied to a gifting-back property immediately before the vesting date continues to apply to it; and
 - (c) to the extent that the statutory acknowledgement or the Tātai Tūāpapa applies to a gifting-back property immediately before the vesting date, it continues to apply to that property; and
 - (d) the Crown retains all liability for a gifting-back property.
- (4) The vestings are not affected by Part 4A of the Conservation Act 1987, section 11 or Part 10 of the Resource Management Act 1991, or any other enactment.
- (5) In this section,—

gifting-back property means each of the following sites and each site means the land described by that name in **Schedule 5**:

 - (a) Bellbird Bush Scenic Reserve:
 - (b) Boundary Stream Scenic Reserve:
 - (c) balance of the Opouahi Scenic Reserve:
 - (d) Whakaari Landing Place Reserve

vesting date means 12 January 2017.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 108

Part 3
Commercial redress**108 Interpretation****In subparts 1 to 3,—****commercial redress property** means a property described in part 3 of the property redress schedule**Crown forest land** has the meaning given in section 2(1) of the Crown Forest Assets Act 1989**Crown forestry assets** has the meaning given in section 2(1) of the Crown Forest Assets Act 1989**Crown forestry licence—**

- (a) has the meaning given in section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to the licensed land, means the licence described in the third column of the table in part 3 of the property redress schedule

Crown forestry rental trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989**Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust**land holding agency** means the land holding agency specified for a commercial redress property in part 3 of the property redress schedule**licensed land—**

- (a) means Part Esk Forest described as licensed land in part 3 of the property redress schedule; but
- (b) excludes trees growing, standing, or lying on the land; and
- (c) excludes improvements that have been—
 - (i) acquired by a purchaser of the trees on the land; or
 - (ii) made by the purchaser or the licensee after the purchaser has acquired the trees on the land

licensee means the registered holder of the Crown forestry licence**licensor** means the licensor of the Crown forestry licence

Part 3 cl 109 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

protected site means any area of land situated in the licensed land that—

- (a) is wāhi tapu or a wāhi tapu area within the meaning of section 2 of the Historic Places Act 1993; and
- (b) is a registered place within the meaning of section 2 of that Act

right of access means the right conferred by **section 118**.

Subpart 1—Transfer of commercial redress
properties

109 The Crown may transfer properties

- (1) To give effect to part 6 of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to—
 - (a) transfer the fee simple estate in a commercial redress property to the trustees; and
 - (b) sign a transfer instrument or other document, or do anything else, as necessary to effect the transfer.
- (2) To avoid doubt, **subsection (1)(b)** authorises the chief executive of the Ministry of Justice to accept, on behalf of Her Majesty the Queen, a transfer of Opouahi Station (as described in part 3 of the property redress schedule) from Landcorp Holdings Limited to Her Majesty the Queen.

110 Minister of Conservation may grant easements

- (1) The Minister of Conservation may grant any easement over a conservation area or reserve that is required to fulfil the terms of the deed of settlement in relation to a commercial redress property.
- (2) Any such easement is—
 - (a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
 - (b) to be treated as having been granted in accordance with Part 3B of that Act; and
 - (c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 112

111 Computer freehold registers for commercial redress properties

- (1) This section applies to the transfer under **section 109** of a commercial redress property (other than licensed land).
- (2) However, this section applies only to the extent that—
 - (a) the property is not all of the land contained in a computer freehold register; or
 - (b) there is no computer freehold register for all or part of the property.
- (3) The Registrar-General must, in accordance with a written application by an authorised person,—
 - (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and
 - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but
 - (c) omit any statement of purpose from the computer freehold register.
- (4) **Subsection (3)** is subject to the completion of any survey necessary to create a computer freehold register.
- (5) In this section and **sections 112 and 113**, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

112 Computer freehold register for licensed land subject to single Crown forestry licence

- (1) This section applies to licensed land that is subject to a single Crown forestry licence and is to be transferred to the trustees under **section 109**.
- (2) The Registrar-General must, in accordance with a written application by an authorised person,—
 - (a) create a computer freehold register in the name of the Crown for the fee simple estate in the property; and
 - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but
 - (c) omit any statement of purpose from the computer freehold register.

71

Part 3 cl 113 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

- (3) **Subsection (2)** is subject to the completion of any survey necessary to create a computer freehold register.

113 Authorised person may grant covenant for later creation of computer freehold register

- (1) For the purposes of **sections 111 and 112**, the authorised person may grant a covenant for the later creation of a computer freehold register for any commercial redress property.
- (2) Despite the Land Transfer Act 1952,—
- (a) the authorised person may request the Registrar-General to register the covenant under that Act by creating a computer interest register; and
 - (b) the Registrar-General must comply with the request.

114 Application of other enactments

- (1) This section applies to the transfer to the trustees of the fee simple estate in a commercial redress property.
- (2) The transfer is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (3) The transfer does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (4) 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 the deed of settlement in relation to the transfer.
- (5) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer or to any matter incidental to, or required for the purpose of, the transfer.
- (6) In exercising the powers conferred by **section 109**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer.
- (7) **Subsection (6)** is subject to **subsections (2) and (3)**.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 116

Subpart 2—Licensed land

115 Licensed land ceases to be Crown forest land

- (1) The licensed land ceases to be Crown forest land upon the registration of the transfer of the fee simple estate in the land to the trustees.
- (2) However, the Crown, courts, and tribunals must not do or omit to do anything if that act or omission would, between the settlement date and the date of registration, be permitted by the Crown Forest Assets Act 1989 but be inconsistent with this subpart, part 6 of the deed of settlement, or part 4 of the property redress schedule.

116 Trustees are confirmed beneficiaries and licensors of licensed land

- (1) The trustees are the confirmed beneficiaries under clause 11.1 of the Crown forestry rental trust deed in relation to the licensed land.
- (2) The effect of **subsection (1)** is that—
 - (a) the trustees are entitled to the rental proceeds payable for the licensed land to the trustees of the Crown forestry rental trust under a Crown forestry licence since the commencement of the licence; and
 - (b) all the provisions of the Crown forestry rental trust deed apply on the basis that the trustees are the confirmed beneficiaries in relation to the licensed land.
- (3) The Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of a Crown forestry licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land.
- (4) Notice given by the Crown under **subsection (3)** has effect as if—
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land; and
 - (b) the recommendation had become final on the settlement date.

Part 3 cl 117 Maungaharuru-Tangitā Hapū Claims
Settlement Bill

- (5) The trustees are the licensors under the Crown forestry licence as if the licensed land had been returned to Māori ownership—
 - (a) on the settlement date; and
 - (b) under section 36 of the Crown Forest Assets Act 1989.
- (6) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the licensed land.

117 Effect of transfer of licensed land

- (1) **Section 116** applies whether or not—
 - (a) the transfer of the fee simple estate in the licensed land has been registered; or
 - (b) the processes described in clause 17.4 of the Crown forestry licence have been completed.
- (2) To the extent that the Crown has not completed the processes referred to in **subsection (1)(b)** before the settlement date, it must continue those processes—
 - (a) on and after the settlement date; and
 - (b) until the processes are completed.
- (3) For the period starting on the settlement date until the completion of the processes referred to in **subsections (1) and (2)**, the licence fee payable under the Crown forestry licence in respect of the licensed land is the amount calculated in the manner described in paragraphs 4.23 and 4.24 of the property redress schedule.
- (4) On and from the settlement date, references to the prospective proprietors in clause 17.4 of the Crown forestry licence must, in relation to the licensed land, be read as references to the trustees.

Subpart 3—Access to protected sites

118 Right of access to protected sites

- (1) The owner of land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow Māori for whom the protected site is of special cultural, historical, or spiritual significance to have access across the land to each protected site.
- (2) **Subsection (1)** takes effect on and from the date of the transfer of a property to the trustees.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 120

- (3) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner.
- (4) The right of access is subject to the following conditions:
 - (a) a person intending to exercise the right of access must give the owner reasonable notice in writing of his or her intention to exercise that right; and
 - (b) the right of access may be exercised only at reasonable times and during daylight hours; and
 - (c) a person exercising the right of access must observe any conditions imposed by the owner relating to the time, location, or manner of access that are reasonably required—
 - (i) for the safety of people; or
 - (ii) for the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or
 - (iii) for operational reasons.

119 Right of access over licensed land

- (1) A right of access over licensed land is subject to the terms of any Crown forestry licence.
- (2) However, **subsection (1)** does not apply if the licensee has agreed to the right of access being exercised.
- (3) An amendment to a Crown forestry licence is of no effect to the extent that it would—
 - (a) delay the date from which a person may exercise a right of access; or
 - (b) adversely affect a right of access in any other way.

120 Right of access to be recorded on computer freehold registers

- (1) This section applies to the transfer to the trustees of any licensed land.
- (2) The transfer instrument for the transfer must include a statement that the land is subject to a right of access to any protected sites on the land.
- (3) The Registrar-General must, upon the registration of the transfer of the land, record on any computer freehold register for

75

Part 3 cl 121

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

the land that the land is subject to a right of access to protected sites on the land.

Subpart 4—Right of first refusal over RFR
land

121 Interpretation

In this subpart and **Schedule 6**,—

control, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

- (a) for a company, control of the composition of its board of directors; and
- (b) for another body, control of the composition of the group that would be its board of directors if the body were a company

Crown body means—

- (a) a Crown entity, as defined in section 7(1) of the Crown Entities Act 2004; and
- (b) a State enterprise, as defined in section 2 of the State-Owned Enterprises Act 1986; and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by 1 or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise;
 - (iv) the New Zealand Railways Corporation; and
- (e) a subsidiary or related company of a company or body referred to in **paragraph (d)**

dispose of, in relation to RFR land,—

- (a) means to—
 - (i) transfer or vest the fee simple estate in the land; or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), 50 years or longer; but
- (b) to avoid doubt, does not include to—
 - (i) mortgage, or give a security interest in, the land; or

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 122

- (ii) grant an easement over the land; or
- (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
- (iv) remove an improvement, a fixture, or a fitting from the land

expiry date, in relation to an offer, means its expiry date under **sections 124(2)(a) and 125**

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with **section 124**, to dispose of RFR land to the trustees

public work has the meaning given in section 2 of the Public Works Act 1981

RFR area means the area shown on SO 459557

RFR landowner, in relation to RFR land,—

- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
- (b) means a Crown body, if the body holds the fee simple estate in the land; and
- (c) includes a local authority to which RFR land has been disposed of under **section 130(1)**; but
- (d) to avoid doubt, does not include an administering body in which RFR land is vested—
 - (i) on the settlement date; or
 - (ii) after the settlement date, under **section 131(1)**

RFR period, for the RFR land, means the period of 172 years on and from the settlement date.

122 Meaning of RFR land

(1) In this subpart, **RFR land** means—

- (a) the land that is within the RFR area that, on the settlement date, is—
 - (i) vested in the Crown; or
 - (ii) held in fee simple by the Crown; or
 - (iii) a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revert in the Crown; and

- Part 3 cl 123 **Maungaharuru-Tangitū Hapū Claims Settlement Bill**
- (b) any land obtained in exchange for a disposal of RFR land under **section 135(1)(c) or 136**.
 - (2) RFR land does not include a commercial redress property.
 - (3) Land ceases to be RFR land if—
 - (a) the fee simple estate in the land transfers from the RFR landowner to—
 - (i) the trustees or their nominee (for example, under a contract formed under **section 128**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 123(c)**; or
 - (b) the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body—
 - (i) under any of **sections 132 to 138** (which relate to permitted disposals of RFR land); or
 - (ii) under any matter referred to in **section 139(1)** (which specifies matters that may override the obligations of an RFR landowner under this sub-part); or
 - (c) the RFR period for the land ends.

Restrictions on disposal of RFR land

- 123 Restrictions on disposal of RFR land**
 An RFR landowner must not dispose of RFR land to a person other than the trustees or their nominee unless the land is disposed of—
- (a) under any of **sections 129 to 138**; or
 - (b) under any matter referred to in **section 139(1)**; or
 - (c) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer to the trustees was—
 - (i) made in accordance with **section 124**; and
 - (ii) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and
 - (iii) not withdrawn under **section 126**; and
 - (iv) not accepted under **section 127**.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 127

*Trustees' right of first refusal***124 Requirements for offer**

- (1) An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees.
- (2) The notice must include—
 - (a) the terms of the offer, including its expiry date; and
 - (b) the legal description of the land, including any interests affecting it, and the reference for any computer register for the land; and
 - (c) a statement that identifies the RFR land as RFR land; and
 - (d) a street address for the land (if applicable); and
 - (e) a street address, postal address, and fax number for the trustees to give notices to the RFR landowner in relation to the offer.

125 Expiry date of offer

- (1) The expiry date of an offer must be on or after the date that is 40 working days after the date on which the trustees receive notice of the offer.
- (2) However, the expiry date of an offer may be on or after the date that is 20 working days after the date on which the trustees receive notice of the offer if—
 - (a) the trustees received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

126 Withdrawal of offer

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted.

127 Acceptance of offer

- (1) The trustees may, by notice to the RFR landowner who made an offer, accept the offer if—
 - (a) it has not been withdrawn; and
 - (b) its expiry date has not passed.

79

Part 3 cl 128 **Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

- (2) The trustees must accept all the RFR land offered, unless the offer permits them to accept less.

128 Formation of contract

- (1) If the trustees accept an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the trustees on the terms in the offer.
- (2) The terms of the contract may be varied by written agreement between the RFR landowner and the trustees.
- (3) Under the contract, the trustees may nominate any person other than the trustees (the **nominee**) to receive the transfer of the RFR land.
- (4) The trustees may nominate a nominee only if—
- (a) the nominee is lawfully able to hold the RFR land; and
 - (b) notice is given to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle.
- (5) The notice must specify—
- (a) the full name of the nominee; and
 - (b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee.
- (6) If the trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

Disposals to others but land remains RFR land

129 Disposal to the Crown or Crown bodies

- (1) An RFR landowner may dispose of RFR land to—
- (a) the Crown; or
 - (b) a Crown body.
- (2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 143(5) or 206 of the Education Act 1989.

130 Disposal of existing public works to local authorities

- (1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 133

of the Public Works Act 1981 to a local authority, as defined in section 2 of that Act.

- (2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—
- (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart.

131 Disposal of reserves to administering bodies

- (1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.
- (2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become—
- (a) the RFR landowner of the land; or
 - (b) subject to the obligations of an RFR landowner under this subpart.
- (3) However, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes—
- (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart.

*Disposals to others where land may cease to be
RFR land*

132 Disposal in accordance with obligations under enactment or rule of law

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

133 Disposal in accordance with legal or equitable obligations

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or an equitable obligation that—
 - (i) was unconditional before the settlement date; or
 - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or

Part 3 cl 134 **Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

- (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
- (b) the requirements, existing before the settlement date, of a gift, an endowment, or a trust relating to the land.

134 Disposal under certain legislation

An RFR landowner may dispose of RFR land in accordance with—

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 34, 43, or 44 of the Marine and Coastal Area (Takutai Moana) Act 2011; or
- (c) section 355(3) of the Resource Management Act 1991; or
- (d) an Act that—
 - (i) excludes the land from a national park within the meaning of the National Parks Act 1980; and
 - (ii) authorises that land to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980, or the Reserves Act 1977.

135 Disposal of land held for public works

- (1) An RFR landowner may dispose of RFR land in accordance with—

- (a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or
- (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
- (c) section 117(3)(a) of the Public Works Act 1981; or
- (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
- (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.

- (2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 139

136 Disposal for reserve or conservation purposes

An RFR landowner may dispose of RFR land in accordance with—

- (a) section 15 of the Reserves Act 1977; or
- (b) section 16A or 24E of the Conservation Act 1987.

137 Disposal for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

138 Disposal to tenants

The Crown may dispose of RFR land—

- (a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—
 - (i) before the settlement date; or
 - (ii) on or after the settlement date under a right of renewal in a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

*RFR landowner obligations***139 RFR landowner's obligations subject to other matters**

(1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—

- (a) any other enactment or rule of law except that, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
- (b) any interest, or legal or equitable obligation, that—
 - (i) prevents or limits an RFR landowner's disposal of RFR land to the trustees; and
 - (ii) the RFR landowner cannot satisfy by taking reasonable steps; and

Part 3 cl 140 **Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

- (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) For the purposes of **subsection (1)(b)(ii)**, reasonable steps, do not include steps to promote the passing of an enactment.

Notices about RFR land

140 Notice to LINZ of RFR land with computer register after settlement date

- (1) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created.
- (2) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.
- (3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.
- (4) The notice must include the legal description of the land and the reference for the computer register.

141 Notice to trustees of disposal of RFR land to others

- (1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees or their nominee.
- (2) The notice must be given on or before the date that is 20 working days before the day of the disposal.
- (3) The notice must include—
 - (a) the legal description of the land, including any interests affecting it; and
 - (b) the reference for any computer register for the land; and
 - (c) the street address for the land (if applicable); and
 - (d) the name of the person to whom the land is being disposed of; and
 - (e) an explanation of how the disposal complies with **section 123**; and
 - (f) if the disposal is to be made under **section 123(c)**, a copy of any written contract for the disposal.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 144

142 Notice to LINZ of land ceasing to be RFR land

- (1) This section applies if land contained in a computer register is to cease being RFR land because—
 - (a) the fee simple estate in the land is to transfer from the RFR landowner to—
 - (i) the trustees or their nominee (for example, under a contract formed under **section 128**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 123(c)**; or
 - (b) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body—
 - (i) under any of **sections 132 to 138**; or
 - (ii) under any matter referred to in **section 139(1)**.
- (2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.
- (3) The notice must include—
 - (a) the legal description of the land; and
 - (b) the reference for the computer register for the land; and
 - (c) the details of the transfer or vesting of the land.

143 Notice requirements

Schedule 6 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees.

Right of first refusal recorded on computer registers

144 Right of first refusal to be recorded on computer registers for RFR land

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers for,—
 - (a) the RFR land for which there is a computer register on the settlement date; and

- Part 3 cl 145
- Maungaharuru-Tangitū Hapū Claims
Settlement Bill**
-
- (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land for which there is a computer register that becomes RFR land after the settlement date.
- (2) The chief executive must issue a certificate as soon as is reasonably practicable—
- (a) after the settlement date, for RFR land for which there is a computer register on the settlement date; or
 - (b) after receiving a notice under **section 140** that a computer register has been created for the RFR land or that the land has become RFR land, for any other land.
- (3) Each certificate must state that it is issued under this section.
- (4) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on each computer register for the RFR land identified in the certificate that the land is—
- (a) RFR land, as defined in **section 122**; and
 - (b) subject to this subpart (which restricts disposal, including leasing, of the land).
- 145 Removal of notifications when land to be transferred or vested**
- (1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 142**, issue to the Registrar-General a certificate that includes—
- (a) the legal description of the land; and
 - (b) the reference for the computer register for the land; and
 - (c) the details of the transfer or vesting of the land; and
 - (d) a statement that the certificate is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Part 3 cl 147

- (3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove from the computer register identified in the certificate any notification recorded under **section 144** for the land described in the certificate.

146 Removal of notifications when RFR period ends

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends in respect of any RFR land, issue to the Registrar-General a certificate that includes—
- (a) the reference for each computer register for that RFR land that still has a notification recorded under **section 144**; and
 - (b) a statement that the certificate is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove any notification recorded under **section 144** from any computer register identified in the certificate.

*General provisions applying to right of first refusal***147 Waiver and variation**

- (1) The trustees may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.
- (2) The trustees and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.
- (3) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

Part 3 cl 148 Maungaharuru-Tangitū Hapū Claims
Settlement Bill

- 148 Disposal of Crown bodies not affected**
This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.
- 149 Assignment of rights and obligations under this subpart**
- (1) **Subsection (3)** applies if the RFR holder—
 - (a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional document; and
 - (b) has given the notices required by **subsection (2)**.
 - (2) The RFR holder must give notices to each RFR landowner—
 - (a) stating that the RFR holder's rights and obligations under this subpart are being assigned under this section; and
 - (b) specifying the date of the assignment; and
 - (c) specifying the names of the assignees and, if they are the trustees of a trust, the name of the trust; and
 - (d) specifying the street address, postal address, or fax number for notices to the assignees.
 - (3) This subpart and **Schedule 6** apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees, with any necessary modifications.
 - (4) In this section,—

constitutional document means the trust deed or other instrument adopted for the governance of the RFR holder

RFR holder means the 1 or more persons who have the rights and obligations of the trustees under this subpart, either because—

 - (a) they are the trustees; or
 - (b) they have previously been assigned those rights and obligations under this section.

**Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

Schedule 1

Schedule 1 **s 20**
**Description of Tangoio Soil Conservation
Reserve**

41.0756 hectares, more or less, being Part Sections 3 and 10 Block XVI Maungaharuru Survey District. All Proclamation 91747.

491.9175 hectares, more or less, being Parts Section 6 and Part Sections 7 and 12 Block XVI Maungaharuru Survey District, Sections 32, 37 and 39, Part Sections 8, 33, and 38, Parts Sections 35 and 36 Block IV Puketapu Survey District and Sections 2, 5, 9, 10, 11, 14, 15, and 26 SO 320789. All Computer Freehold Register 170653.

8.9815 hectares, more or less, being Section 19 Block IV Puketapu Survey District. All Proclamation 109324.

0.4553 hectares, more or less, being Section 24 Block IV Puketapu Survey District. All Proclamation 102168.

1.8077 hectares, more or less, being Section 43 Block IV Puketapu Survey District. All Proclamation 158894.

5.3886 hectares, more or less, being Sections 52, 55, and 57 Block IV Puketapu Survey District. All *Gazette* 1989 page 2845.

Total Area: 549.6262 hectares

Schedule 2
Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Schedule 2
Statutory areas

ss 37, 46

Part 1

Areas subject to statutory acknowledgement

Statutory area	Location
Earthquake Slip Marginal Strip	As shown on OTS-201-20
Moeangiāngi Marginal Strip	As shown on OTS-201-21
Esk Kiwi Sanctuary Area	As shown on OTS-201-22
Tangoio Falls Scenic Reserve	As shown on OTS-201-23
White Pine Bush Scenic Reserve	As shown on OTS-201-24
Mangapukahu Scenic Reserve	As shown on OTS-201-25
Te Kuta Recreation Reserve	As shown on OTS-201-26
Waipatiki Scenic Reserve	As shown on OTS-201-27
Waikoau Conservation Area	As shown on OTS-201-28
Peaks of Maungaharuru Range	As shown on OTS-201-29
Balance of the Tutira Domain Recreation Reserve	As shown on OTS-201-30
Balance of the Opoūahi Scenic Reserve	As shown on OTS-201-31
Anaura Stream and its tributaries	As shown on OTS-201-32
Aropoanui River and its tributaries	As shown on OTS-201-33
Esk River and its tributaries	As shown on OTS-201-34
Mahiaruhe Stream and its tributaries	As shown on OTS-201-35
Te Ngarue Stream and its tributaries	As shown on OTS-201-36
Waikari River and its tributaries	As shown on OTS-201-37
Waikoau River and its tributaries	As shown on OTS-201-38
Moeangiāngi River and its tributaries	As shown on OTS-201-39
Hapū Coastal Marine Area	As shown on OTS-201-40
Rocks and Reefs	As shown on OTS-201-41
Sandy Creek and its tributaries	As shown on OTS-201-43
Waitaha Stream and its tributaries	As shown on OTS-201-44
Pākuratahi Stream and its tributaries	As shown on OTS-201-45
Boundary Stream Scenic Reserve	As shown on OTS-201-46
Bellbird Bush Scenic Reserve	As shown on OTS-201-47
Whakaari Landing Place Reserve	As shown on OTS-201-48
Tangoio Marginal Strip	As shown on OTS-201-49
Waipatiki Beach Marginal Strip	As shown on OTS-201-50

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Schedule 2

Part 2

Areas also subject to deeds of recognition

Statutory area	Location
Earthquake Slip Marginal Strip	As shown on OTS-201-20
Moeangiāngi Marginal Strip	As shown on OTS-201-21
Esk Kiwi Sanctuary Area	As shown on OTS-201-22
Tangoio Falls Scenic Reserve	As shown on OTS-201-23
White Pine Bush Scenic Reserve	As shown on OTS-201-24
Mangapukahu Scenic Reserve	As shown on OTS-201-25
Te Kuta Recreation Reserve	As shown on OTS-201-26
Waipatiki Scenic Reserve	As shown on OTS-201-27
Waikoau Conservation Area	As shown on OTS-201-28
Peaks of Maungaharuru Range	As shown on OTS-201-29
Anaura Stream and its tributaries	As shown on OTS-201-32
Aropaoanui River and its tributaries	As shown on OTS-201-33
Esk River and its tributaries	As shown on OTS-201-34
Mahiaruhe Stream and its tributaries	As shown on OTS-201-35
Te Ngarue Stream and its tributaries	As shown on OTS-201-36
Waikari River and its tributaries	As shown on OTS-201-37
Waikoau River and its tributaries	As shown on OTS-201-38

Schedule 3

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Schedule 3

ss 51, 52

Tātai Tūāpapa areas

Location

Boundary Stream Scenic Reserve

As shown on OTS-201-10

Bellbird Bush Scenic Reserve

As shown on OTS-201-11

Balance of the Tutira Domain Recreation Reserve

As shown on OTS-201-12

Earthquake Slip Marginal Strip

As shown on OTS-201-13

Moeangiangi Marginal Strip

As shown on OTS-201-14

Tangoio Marginal Strip

As shown on OTS-201-15

Waipatiki Beach Marginal Strip

As shown on OTS-201-16

Whakaari Landing Place Reserve

As shown on OTS-201-17

Balance of the Opouahi Scenic Reserve

As shown on OTS-201-42

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Schedule 4

Schedule 4

ss 71, 91

Cultural redress properties

Properties vesting in fee simple

Name of property	Description	Interests
Part Opouahi Scenic Reserve	<p><i>Hawke's Bay Land District—Hastings District</i></p> <p>28.15 hectares, approximately, being Part Lot 1 DP 405468. Part Computer Freehold Register 419234. Subject to survey. As shown on OTS-201-04.</p>	<p>Subject to section 3 of the Geothermal Energy Act 1953.</p> <p>Subject to section 8 of the Atomic Energy Act 1945.</p> <p>Together with rights of way and a right to convey water and electricity created by Certificate 572627.2.</p> <p>Subject to a right of way (in gross) in favour of Landcorp Farming Limited (shown as C and D on DP 405468) created by Easement Instrument 7922111.3.</p> <p>Subject to a right to convey water (shown as C on DP 405468) created by Easement Instrument 7922111.4.</p> <p>Subject to a right of way easement specified in section 72(3).</p> <p>Subject to an unregistered concession to ECOED with concession number WE-29952-INS.</p> <p>Subject to an unregistered guiding concession to Kiwi Adventure Trust with concession number WE-24985-GUI.</p>

Schedule 4
Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Properties vesting in fee simple to be
administered as reserves

Name of property	Description	Interests
	<i>Hawke's Bay Land District—Hastings District</i>	
Te Pohue Domain Recreation Reserve	2.2328 hectares, more or less, being Section 8 Block XIII Maungaharuru Survey District. Part Computer Freehold Register HBJ1/1292.	Subject to being a recreation reserve as referred to in section 74(3) .
Lake Opouahi property	<p><i>Bed of Lake Opouahi</i> 5.86 hectares, approximately, being Part Section 11 Block III Maungaharuru Survey District. Part Computer Freehold Register HBK4/1278 (excluding stratum above bed of Lake Opouahi). Subject to survey.</p> <p><i>Stratum above bed of Lake Opouahi</i> That part of Lake Opouahi property comprising the space occupied by— (a) the water of the lake; and (b) the air above the water. Subject to survey.</p> <p>As shown on OTS-201-02.</p>	<p>Subject to being a scenic reserve as referred to in section 79(3)(a). Subject to a right to convey water created by Computer Interest Register HBH4/596. Together with a right of way easement specified in section 79(6).</p> <p>Subject to being a scenic reserve as referred to in section 79(4). Subject to an unregistered research and collection permit with concession number ECHB-23012-FAU. Subject to a right to convey water created by Computer Interest Register HBH4/596. Together with a right of way easement specified in section 79(6).</p>

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Schedule 4

Name of property	Description	Interests
	<i>Hawke's Bay Land District—Hastings District</i>	
Lake Orakai property	<p><i>Bed of Lake Orakai</i> 3.3 hectares, approximately, being Part Section 24 Block XII Maungaharuru Survey District. Part <i>Gazette</i> Notice 189845 (excluding stratum above bed of Lake Orakai). Subject to survey.</p> <p><i>Stratum above bed of Lake Orakai</i> That part of Lake Orakai property comprising the space occupied by— (a) the water of the lake; and (b) the air above the water. Subject to survey.</p> <p>As shown on OTS-201-03.</p>	<p>Subject to being a recreation reserve as referred to in section 80(3)(a). Subject to Lakes Orakai, Tutira and Waikopiro Wildlife Refuge Order 1973 (SR 1973/274). Together with a right of way easement specified in section 80(6).</p> <p>Subject to being a recreation reserve as referred to in section 80(4). Subject to Lakes Orakai, Tutira and Waikopiro Wildlife Refuge Order 1973 (SR 1973/274). Together with a right of way easement specified in section 80(6).</p>
Part Lake Tūtira property	<p><i>Part bed of Lake Tūtira</i> 170 hectares, approximately, being Part Section 22 Block XII Maungaharuru Survey District. Part <i>Gazette</i> Notice 189845 (Excluding stratum above bed of Lake Tūtira). Subject to survey.</p>	<p>Subject to being a recreation reserve as referred to in section 81(3)(a). Subject to Lakes Orakai, Tutira and Waikopiro Wildlife Refuge Order 1973 (SR 1973/274). Together with a right of way easement specified in section 81(6).</p>

Schedule 4 Maungaharuru-Tangitū Hapū Claims Settlement Bill		
Name of property	Description	Interests
	<i>Hawke's Bay Land District—Hastings District</i> <i>Stratum above part bed of Lake Tutira</i> That part of part Lake Tutira property comprising the space occupied by— (a) the water of the lake; and (b) the air above the water. Subject to survey. As shown on OTS-201-03.	Subject to being a recreation reserve as referred to in section 81(4) . Subject to an unregistered research and collection permit with concession number ECHB-23012-FAU. Subject to an unregistered guiding concession to M A Skeet T/A One Cast Adventures with concession number WE-27667-GUI. Subject to Lakes Orakai, Tutira, and Waikopiro Wildlife Refuge Order 1973 (SR 1973/274). Together with a right of way easement specified in section 81(6) .
Lake Waikopiro property	<i>Bed of Lake Waikopiro</i> 10 hectares, approximately, being Part Section 23 Block XII Maungaharuru Survey District. Part <i>Gazette</i> Notice 189845 (excluding stratum above bed of Lake Waikopiro). Subject to survey. <i>Stratum above bed of Lake Waikopiro</i> That part of Lake Waikopiro property comprising the space occupied by— (a) the water of the lake; and (b) the air above the water. Subject to survey.	Subject to being a recreation reserve as referred to in section 82(3)(a) . Subject to Lakes Orakai, Tutira, and Waikopiro Wildlife Refuge Order 1973 (SR 1973/274). Together with a right of way easement specified in section 82(6) . Subject to being a recreation reserve as referred to in section 82(4) . Subject to an unregistered research and collection permit with concession number ECHB-23012-FAU. Subject to an unregistered guiding concession to M A Skeet T/A One Cast Adventures with concession number WE-27667-GUI.

Maungaharuru-Tangitū Hapā Claims
Settlement Bill

Schedule 4

Name of property	Description	Interests
	<i>Hawke's Bay Land District—Hastings District</i>	
	As shown on OTS-201-03.	Subject to Lakes Orakai, Tutira, and Waikopiro Wildlife Refuge Order 1973 (SR 1973/274). Together with a right of way easement specified in section 82(6) .

Schedule 5
Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Schedule 5 **s 107(5)**
Gifting-back properties

Name of property	Description
	<i>Hawke's Bay Land District</i>
Balance of the Opouahi Scenic Reserve	9.5690 hectares, more or less, being Section 16 Block III Maungaharuru Survey District. All Computer Freehold Register HBL4/663. 115.40 hectares, approximately, being Part Section 11 and Section 13 Block III Maungaharuru Survey District. Balance Computer Freehold Register HBK4/1278. Subject to survey. 8.23 hectares, approximately, being Part Lot 1 DP 405468. Balance Computer Freehold Register 419234. Subject to survey.
Bellbird Bush Scenic Reserve	181.9349 hectares, more or less, being Sections 3, 4, 8, 9, and 15 Block III Maungaharuru Survey District. All Computer Freehold Register HBL3/681.
Boundary Stream Scenic Reserve	569.3992 hectares, more or less, being Sections 9, 11, 12 and 13 Block XI Waitara Survey District, Section 12 Block III Maungaharuru Survey District, and Sections 28 and 29 Block IV Maungaharuru Survey District. All Computer Freehold Register HBK4/388. 124.1320 hectares, more or less, being Part Section 4 Block XI Waitara Survey District. Balance Computer Freehold Register HBL2/971. 45.7126 hectares, more or less, being Section 1 Block II Maungaharuru Survey District. All Computer Interest Register 136261. 32.4000 hectares, more or less, being Lot 1 DP 314729. All Computer Freehold Register 58149. 17.4400 hectares, more or less, being Lot 2 DP 314729. All Computer Freehold Register 58150. 2.2515 hectares, more or less, being Lot 3 DP 314729. All Computer Freehold Register 58151.

**Maungaharuru-Tangitū Hapū Claims
Settlement Bill**

Schedule 5

Name of property	Description
	<i>Hawke's Bay Land District</i> 0.9400 hectares, more or less, being Lot 5 DP 314729. All Computer Free- hold Register 58152. 0.3500 hectares, more or less, being Lot 8 DP 314729. All Computer Free- hold Register 58153. 23.6066 hectares, more or less, being Lot 1 DP 394455. All Computer Free- hold Register 377706.
Whakaari Landing Place Reserve	4.0468 hectares, more or less, being Section 3A Block I Tangoio Sur- vey District. Section 6 Mohaka and Waikare District Act 1870.

Schedule 6

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Schedule 6

ss 121, 143, 149(2)

Notices in relation to RFR land

1 Requirements for giving notice

A notice by or to an RFR landowner or the trustees under **sub-part 4 of Part 3** must be—

- (a) in writing and signed by—
 - (i) the person giving it; or
 - (ii) at least 2 of the trustees, for a notice given by the trustees; and
- (b) addressed to the recipient at the street address, postal address, fax number, or email address,—
 - (i) for a notice to the trustees, specified for the trustees in accordance with the deed of settlement; or
 - (ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under **section 124**, specified in a later notice given to the trustees, or identified by the trustees as the current address or fax number of the RFR landowner; or
 - (iii) for a notice given to the chief executive of LINZ under **section 140 or 142**, in the Wellington office of LINZ; and
- (c) given by—
 - (i) delivering it by hand to the recipient's street address; or
 - (ii) posting it to the recipient's postal address; or
 - (iii) faxing it to the recipient's fax number; or
 - (iv) sending it by electronic means such as email.

2 Limitation on use of electronic transmission

Notices given under **sections 124, 127, 128, and 147—**

- (a) may be given by fax; but
- (b) must not be given by other electronic means, such as email.

3 Time when notice received

- (1) A notice is to be treated as having been received—

Maungaharuru-Tangitū Hapū Claims
Settlement Bill

Schedule 6

- (a) at the time of delivery, if delivered by hand; or
 - (b) on the second day after posting, if posted; or
 - (c) at the time of transmission, if faxed or sent by other electronic means.
- (2) However, a notice is to be treated as having been received on the next working day if, under **subclause (1)**, it would be treated as having been received—
 - (a) after 5 pm on a working day; or
 - (b) on a day that is not a working day.

Sub # 66

Lex F. Verhoeven**Subject:** FW: Havelock North Wanderers AFC**From:** Tristan Seccombe [mailto:Tristan.Seccombe@mitre10.co.nz]**Sent:** Tuesday, 26 October 2021 8:46 PM**To:** Sandra Hazlehurst <Sandra.Hazlehurst@hdc.govt.nz>; Tania Kerr <councillor.kerr@hdc.govt.nz>; Bayden Barber <councillor.barber@hdc.govt.nz>; Alwyn Corban <councillor.corban@hdc.govt.nz>; Malcolm Dixon <councillor.dixon@hdc.govt.nz>; Damon Harvey <councillor.harvey@hdc.govt.nz>; Eileen Lawson <councillor.lawson@hdc.govt.nz>**Cc:** Secretary HNWAFC <cheriette@hnwafc.org.nz>; Havelock Wanderers <admin@hnwafc.org.nz>; Wayne Fix <waynef@hdc.govt.nz>; Colin Hosford <colinh@hdc.govt.nz>**Subject:** Havelock North Wanderers AFC

Good Evening,

By way of an introduction, I am Tristan and am the current president of Havelock North Wanderers Football Club based out of Guthrie Park. I have had the opportunity to meet some but not all of the councillor's included on the email.

Recently the Senior Mens team with in the club have won promotion to Central League, doing so by winning the Federation League and subsequent playoff matches that followed. A fantastic achievement, and whilst this is good for football in Hawkes Bay in having a team from Napier and Hastings involved, for the club it present hurdles which are currently proving challenging to overcome.

Recent changes by NZF mean we are needing to bring a higher level of professionalism to the way in which the club operates and the facilities it provides. As an indication of these needs, I have attached a copy of the Club Infrastructure Form we have submitted as part of our licencing requirements for 2022. It becomes very apparent quickly that Guthrie Park falls short of the facilities needed to be able to fulfil requirements as set out by NZF. Short term I believe I have a solution in utilising Mitre 10 Park, which, if we are able to secure use of, would provide the club with the best facilities in the league for 2022 and beyond.

Whilst the club continues to grow, some 470 junior and 160 senior players, we have for a long time reinvested back into the Junior club primarily, as well as fund the Federation team off the back of sponsors and bar revenue. We are not in a positive financial position that would allow us to fund and compete at Central League level year in year out, more so now of the added requirements applied by NZF. Next year we have eight teams traveling from Wellington and the Wairarapa, as well as our friends from Napier City Rovers, the club has the opportunity to become an ambassador for Hastings and showcase everything that is great about the city and villages we live in. Couple this with the playing group, where most of the playing group would have been born here or have completed their secondary education. Great Things Grow Here!

As president I am wanting to build the foundations that allows this club to continuously compete at this level. To do so we need to be able to provide the best opportunities, and facilities, for our young players to develop their footballing skills, but to also allow those others to prosper or play for the enjoyment of the game. This means significant improvements to Guthrie Park and surrounds would need to be undertaken to meet the continued growth of the club, but also its aspirations. This becomes a medium to long term project, however short term I would like to move the Central League team to Mitre 10 Park. So what am I asking for?

I would like HDC to become involved in assisting the club in securing Mitre 10 Park for use over the course of the 2022 season, and beyond, for our Central League team. This will allow Guthrie and Romanes to be better utilised on Saturday and Sunday's by the other senior teams with in the club. We work to try and manage game time on Pitch One at Guthrie Park with Shane and the team at Central Football. Next year, we would need exclusive rights to this

pitch to ensure we having a playing field in a suitable condition for the competition we play in, adding further pressure to the already congested playing fields. Ideally the costs can be covered by application to the multi-year strategic community partnership fund, between \$15-\$20k PA for use and maintenance. Games would be moved to Sunday meaning we have the opportunity for the wider community to be able to come down and enjoy quality football at a high class venue in the comfort of stadium seating!

Access to the facility will also allow us to play games before hand, and as president, I would be advocating for one of the ladies teams from the club playing in the curtain raiser.

An opportunity to discuss further would be appreciated.

Thanks in advance for your time.

Regards,

Tristan Seccombe
GM Trade

M: 0275123840 E: tristan.seccombe@mitre10.co.nz W: www.mitre10.co.nz

Mitre 10 MEGA Napier & Hastings
614 Karamu Road North, Hastings 4122
180 Prebensen Drive, Napier 4110
PO Box 7053, Taradale, Napier 4141



DISCLAIMER: This e-mail and any files attached are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender immediately. The use, copying or distribution of this message or any information it contains, by anyone other than the addressee, is prohibited

5/17/22, 8:18 AM

Wufoo - Entry Detail

Sub #67

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 4:57:12 pm

IP ADDRESS



Title

(No response)

* Name

Michelle Lucas

* Address

124 Station Street

Napier

4110

New Zealand

* Contact phone number

Email

michelle.lucas@ccsdisabilityaction.org.nz

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

(No response)

Please tell us your views here (Alternatively you can attach a document below)

(No response)

hastings_district_council_annual_plan_submission_2022.23_ccs_disability_action.docx

<https://app.wufoo.com/entry-manager/2123/entries/72>

1/1

Item 5



#67
ccs
disability action
Including all people

TE HUNGA HAUĀ MAURI MŌ NGĀ TĀNGATA KATOA

Hastings District Council Annual Plan 2022/23

Introduction:

Firstly, I would like to thank you for the opportunity to provide feedback on the 2022/23 Annual Plan for Hastings. My name is Michelle Lucas and I represent CCS Disability Action in my role as Access Coordinator for Tairāwhiti Hawkes Bay. I advocate for better access by striving for inclusive, accessible communities and through providing support and education for local governments and key stakeholders of the importance of Universal Design.

About Us:

CCS Disability Action is a community organisation that has since 1935, supported disabled people and advocated for their inclusion in the community. Our support focuses on breaking down barriers to participation. We receive a mixture of government and private funding.

Accessibility is a major focus for our organisation. CCS Disability Action facilitates the Mobility Parking Permit Scheme. We have a nationwide network of access coordinators who work with local government as well relevant industries and organisations to improve accessibility. We have founded Lifemark®, which certifies and promotes universal design standards for residential dwellings. We have developed ways to collect data on access, including the Measuring Accessible Journeys project and Street Accessibility Audits. Barrier Free NZ, a division of CCS Disability Action also provides opportunities for the commercial sector and local government to improve accessibility through the provision of technical support and education in the utilisation of Universal Design principles.

What do we mean by access and accessibility?

Access and accessibility, in the context of this submission, means people's ability to use environments, services, and products on an equal basis with others. An access barrier is anything that stops someone from using an environment, service, or product.

Access barriers can be:

- Physical (such as poor kerb cuts, building design failing to consider how people with vision impairments navigate an environment)
- Attitudinal (such as people with learning disabilities being discouraged from trying a service because of assumptions they cannot use the service).
- Informational (such as failing to provide information in Easy-Read, Sign Language or Braille)



Planning for accessibility:

Many of the barriers disabled people face are easy and relatively inexpensive to fix. What is required is a combination of expert knowledge and creative thinking. Expert knowledge is required from professionals and from disabled people themselves who face these barriers every day. Collaborative partnerships between professionals and disabled people are a great way to develop creative solutions.

No matter how good regulations and professionals are, there is no substitute for the real-life experience of people with access needs. It is very easy for people without access needs to overlook the small, but very significant details that can have a large impact on whether people can get around their community or not.

Accessibility is an on-going goal rather than a set of minimal standards to be complied with. There is always room for improvement, especially as new and innovative approaches are constantly being developed.

Overview:

In the interests of working with Hastings District Council, and offering solutions on behalf of the people that we support, I would like to highlight the following points for consideration in respect of the 2022/23 Annual Plan:

- **Accessible Housing Initiative**
- **Fund developed to support community initiatives to improve accessibility throughout the city**
- **Street Audit to support 'Hastings Alive' Investment and consideration of improvements to Walkways/Cycleways**

Accessible Housing

Hastings District Council needs to become more actively involved in ensuring that housing stock meets the populations needs, especially considering the requirements for the provision of housing that will accommodate people throughout every stage of their life. Currently there is a shortage of housing that can accommodate those with access needs and this deficit will become critical when considering the increase in demand for suitable housing that will cater for the needs of an aging population.

We encourage Hastings District Council to develop and adopt an initiative that will provide a financial incentive to developers to increase the number of Universally Designed/Lifemark® homes in being built in the city. Lifemark® have been working in partnership with Kainga Ora to provide accessible homes through the utilisation of their star rating system and can support council with exploring options that would be beneficial for Hastings.

As part of the Long Term Plan consultation, Hamilton City Council recently announced a policy that will help deliver inclusive communities. Their development contribution policy will incentivise quality developments in the Hamilton CBD area and developments that achieve a



4-Star Lifemark® certification can apply to get a remission on some or all of their development contribution fees.

This is a future focussed policy, and this approach supports their housing strategy which is aligned to the United Nations Human Rights approach to adequate housing and establishes a vision where all people are well housed.

Thames Coromandel City council has also adopted an incentivised strategy in partnership with Lifemark®. Attached to this submission is a Case Study which outlines how they are achieving their goal to provide housing that meets the needs of their community.

Recommendation:

- **HDC engages Lifemark® to explore initiatives to increase the number of Universally Designed homes built in Hastings**

Fund for Community Initiatives to improve Accessibility

Creating a network of highly accessible and inclusive public spaces, which will provide greater choice for disabled members of our community and visitors to Hastings could be achieved through the provision of funds for the community to access to activate key projects which focus on improving accessibility.

Tauranga City Council recently adopted an initiative through the provision of \$400,000 made available annually over the next 10 years to contribute to projects that will create 'Accessible Hotspots'. This approach has enabled Tauranga council to work alongside the disability community to design and trial innovative and creative concepts and ideas. Examples of the type of initiatives that may be included in an accessible hotspot are all abilities playgrounds, accessible walkways, accessible bathrooms, mobility car parks, accessible park furnishings, beach access mats and chairs, mobility scooter charging points, and navigation technology that supports people who are blind or have low vision.

We encourage Hastings District Council to establish a fund similar to that which was developed by Tauranga City Council, to promote and encourage community led initiatives to improve accessibility throughout Hastings.

Recommendation:

- **HDC establishes a fund that can be accessed by community groups as part of the 2022/23 Annual plan to encourage initiatives that will improve accessibility throughout the city**

Accessible Street Audit/Walkways & Cycleways:

Through conducting an Accessible Street Audit, Hastings District Council will have the opportunity to identify barriers which limit residents and visitors from accessing and enjoying Hastings. As council has outlined a commitment with investment through the 'Hastings Alive' project to complete street upgrades, it would be invaluable to ensure that the access needs for the community are considered during any upgrades, and that future plans for



investment in this area incorporate Universal Design principals. CCS Disability Action can support HDC to explore what is achievable with an Accessible Street Audit, and an overview of the benefits of this type of audit is attached to this submission.

With electric modes of transport on the exponential rise, the need for walkways and cycleways to have specific areas, and a standardized understanding of what is a walkway and what is a cycleway, is important. It is crucial for developers to understand the distinct difference between a walkway and a cycleway, as joining the two together, leads to an unsafe mode of travel. For example, electric modes are quiet and quick, which is dangerous when using the same path as a pedestrian who may be blind or have low vision or hearing impaired. Future proofing the walkways and cycleways, to ensure that electric modes of transport are planned for will benefit all residents and visitors with ensuring connectivity throughout the city.

Recommendations:

- **HDC conducts an Accessible Street Audit of the CBD**
- **Ensure that walkways & cycleways are distinctively different (No shared paths)**
- **Walkways are created and developed to the Pedestrian planning and design guidelines.**

CCS Disability Action supports the right of disabled people to have good lives. As disabled people increasingly express the desire to live as independently as possible, participate in, and contribute to, their community it is critical that local authorities recognise the vital role they have in enabling this to happen. Planning processes and operational activities should be able to demonstrate that all community members' requirements are considered and catered for.

Thank you for taking the time to consider my submission.

Michelle Lucas
 Access Coordinator
 CCS Disability Action Tairāwhiti Hawkes Bay
 124 Station Street
 Napier 4110
 PO Box 507, Napier 4140
EMAIL Michelle.Lucas@ccsDisabilityAction.org.nz
www.ccsDisabilityAction.org.nz
Te hunga hauā mauri mō ngā tāngata katoa

#67



The Accessible Streets Audit

Increased inclusion by improving access to footpaths



TE HUNGA HAUĀ MAURI MŌ NGĀ TĀNGATA KATOA

About the Accessible Streets Audit

What Is it?

- A footpath and street audit carried out on a specific area
- The audit is carried out by CCS utilising our specialist transport engineers

What Does It Deliver?

- Identifies and classifies access barriers
- Provides councils with costed engineering solutions which deliver best practice, beyond current guidelines

How Do I Get One?

- CCS Disability Action can conduct the audit on your behalf using our specialist team
- It's a simple, scoped process which we can manage for you

Why is an Audit Important?

Disabled Kiwis have poorer wellbeing than the general population

- Poorer levels of educational achievement
- Poorer health
- Poorer employment & incomes

Reference: Statistics New Zealand, 'Social and economic outcomes for disabled people: Findings from the 2013 Disability Survey'

Improved access improves inclusion & wellbeing

What would improved access mean to disabled people in our community?



- "I would go to the shops more if it was easier to access the footpath"
- "Less chance of tripping!"
- "I could visit the main street, something I can't do at the moment"

Case Study

Five Cross Roads, Hamilton

Proportion of pedestrians using the formal crossing, before and after improvements were made.



Reference: Burdett & Locke, 'The Economics of Improving Quality: Estimating the Benefits and Costs of Participation'

Conclusions:

1. Community access via footpaths can be improved by collaboration between the disability and engineering sectors
2. The **Accessible Streets Audit** provides Local Authorities with a best practice, effective plan to increase walkability.

Contact:

Mary O'Brien / Mary.O'Brien@ccsdisabilityaction.org.nz / 027 406 8391

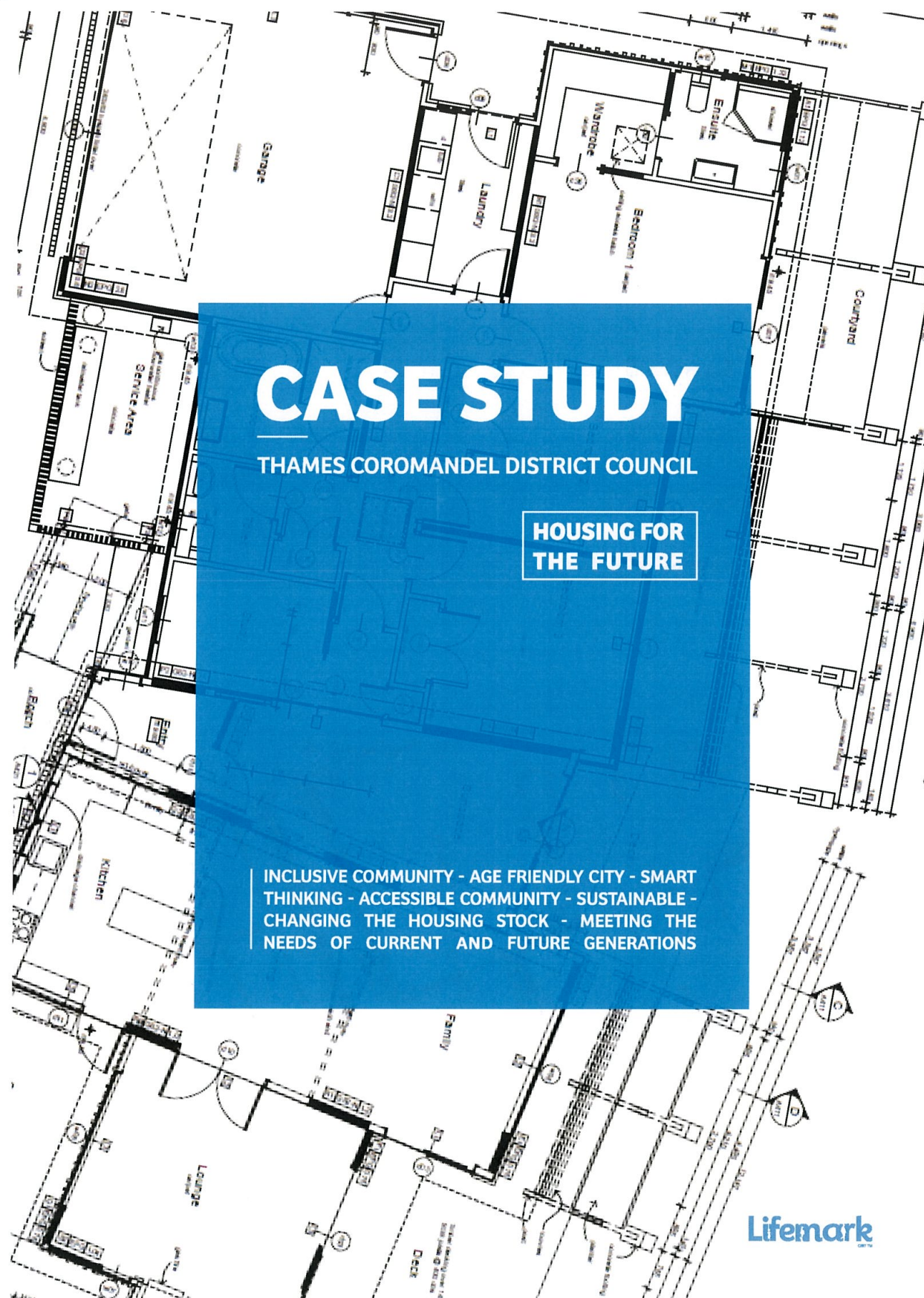
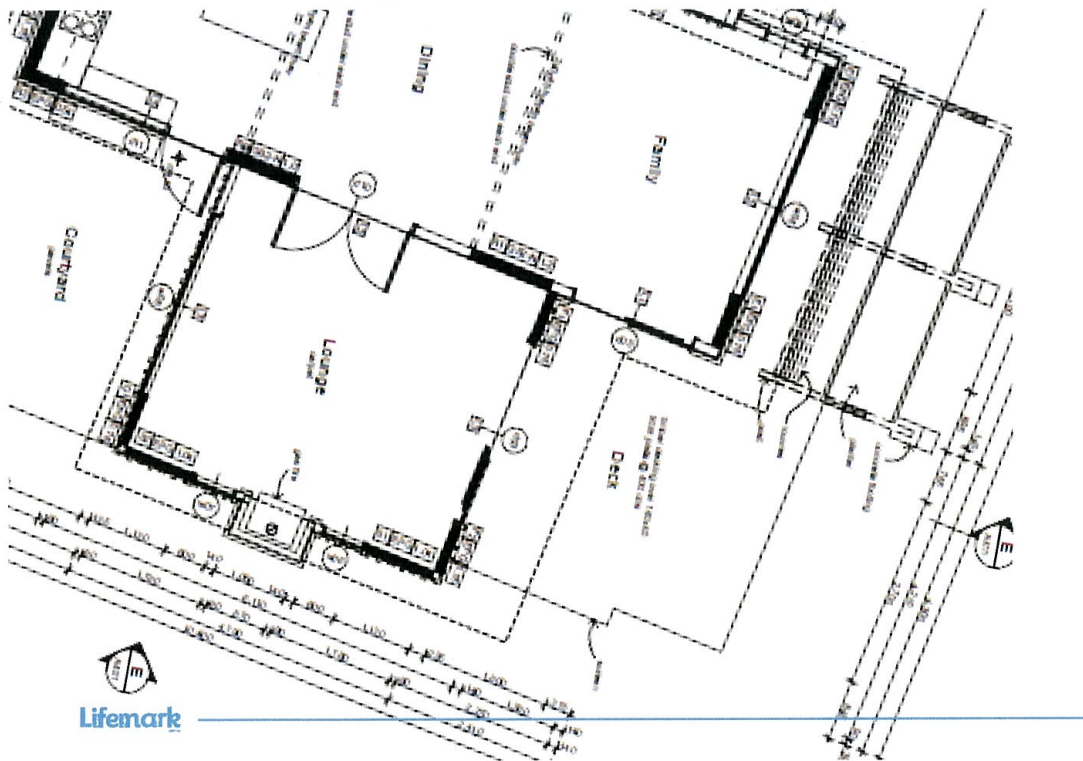


TABLE OF CONTENTS

OVERVIEW	p.3
BACKGROUND	p.4
ANALYSIS	p.5
PROCESS	p.6
OUTCOMES	p.7
AGE FRIENDLY	p.7
CONCLUSION	p.8



OVERVIEW

Housing lasts a long time and the long term planning process requires a council to deliver a strategic understanding between the characteristics of the housing stock and community requirements. **Thames Coromandel District Council (TCDC)** reviewed their population profile and made a decision to incentivise new dwellings that contained Universal Design features, in doing so, they proactively addressed this issue for their region.

The incentive allowed a slight increase in site coverage in exchange for an independent Universal Design certification of the new dwelling.



This process was introduced in July 2016 and **10%** of all new dwellings consents are taking up this initiative.

Feedback from the developers/builders/designers and residents has been positive.



The designers get an independent **assessment and feedback** on their plans so they can understand why any design changes are necessary to ensure an age friendly dwelling is built.

The plan review process is also delivered in a timely and cost effective manner as the Council is not required to invest in more staff time as this is undertaken by a third party.



The overall result is a win/win for all stakeholders, with residents changing their designs to help ensure the development of housing stock will meet the current and future needs of the community.



BACKGROUND

Thames Coromandel District Council (TCDC) reviewed their district plan as part of their long term planning process and decided to bring a new approach to address the strategic issues in their ageing and changing population base.

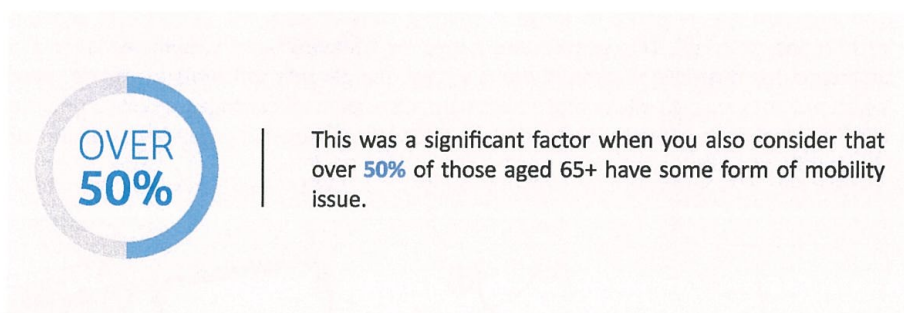
The housing stock in the region consists of low rise detached dwellings and semi-detached dwellings on individual titles. There was a mix of private, rental and holiday accommodation and TCDC wanted the development of new accommodation to meet the needs of the widest possible range of people. The private market provides housing solutions to match supply and demand, however the role of the Council is to assess the long term community trends and address the strategic issues.

This long term approach delivers a closer alignment between the type of housing provided and the housing preferences that will be needed both now and in the future.

ANALYSIS

An analysis of the demographic characteristics of the District revealed an ageing and changing population. Notably, **the region already had a significantly higher aged population** than the rest of the country, and that this percentage was likely to increase in the future.

TCDC was also aware of building activity that was not inspected, and this initiative addressed this issue and provided an incentive to register all building work.



Population growth was also deemed to come from the older population with more people moving into the region as a retirement or lifestyle option. The decision to target support for the elderly and those with physical disabilities was seen to form part of a wider more inclusive community strategy that values all people regardless of age, stage or ability.

PROCESS

TCDC reviewed their policy options and developed a process that addressed the issues of fairness, transparency, workability and was cost effective. TCDC made changes to their residential zone within the proposed district plan. This was notified and became operational on 1 July 2016.

The plan stated "A house or minor unit that is certified by Lifemark® or a similar organisation to be functional for both elderly and disabled residents will achieve objectives and policies for the residential area in the plan, including Objective 1: Various forms of residential density and different dwelling types (to) provide all sectors of the community with dwelling choices and high levels of amenity" Policy 1a: A mix of residential densities shall be encouraged to provide for a variety of housing options."

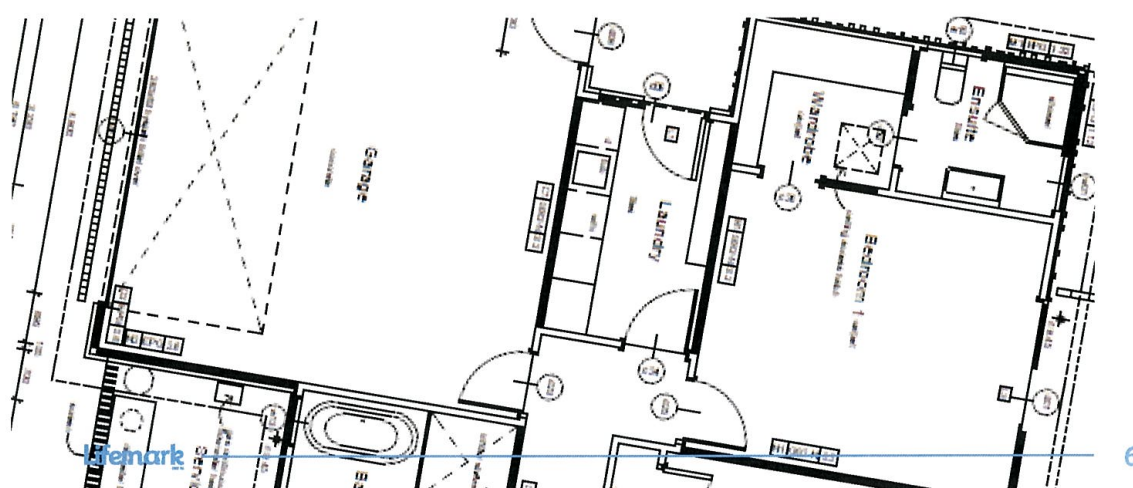
The Lifemark® Standards, version 2016 or later, was deemed a suitable requirement within the District Plan and allowed for the two exemptions to rules in the residential zone of the proposed district plan.



An increase in the maximum site coverage from **35% to 40%**.

A minor unit to have a maximum gross floor coverage of **60m²**, rather than be **50m²** without any certification provided.

The applicant was required to lodge a building consent with the appropriate provisional certification attached. This certification issued by Lifemark® and is obtained after a plan assessment and review process. There is a small fee payable to Lifemark® for this service, which provides for plan advice and assessment, discussion and changes, issuing a provisional certificate and then issuing a final certificate upon completion of a producer statement when the dwelling is built.

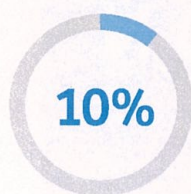


OUTCOMES

An information sheet and promotion of the changes was made available to the public and Lifemark® directly took enquiries about the process and provided additional information on the rationale for using inclusive and Universal Design features.

Feedback from the stakeholders indicates high satisfaction with the process and strong support for this initiative.

The initiative also engaged with people who may not have registered minor dwelling improvements and therefore broadened the rating bait for Council.



Approximately **10%** of all newly constructed dwellings are now built to a Universal Design standard.

This initiative also created building stock that meets **the needs of an ageing and changing population**. It proactively supports a community where people have a physical disability and enables people to “age in place” and have choice about where and how support services are delivered in the community.

The Universal Design features support in-home care options and provide greater options for elder care. It is estimated that 90% of people wish to “age in place”, however few have the home design that supports this option. A Universally Designed home is a positive step towards ageing well and creating an age-friendly community.

AGE-FRIENDLY

The **World Health Organisation (WHO)** recommends that both cities and rural communities become age-friendly as a local policy initiative to the ageing population. The physical built environment and housing are key determinants of whether people can remain healthy, independent and autonomous for as long as possible. For housing, in particular, **the inclusion of interior spaces and surface levels that allow freedom of movement in all rooms and passage ways and that ensures providers understand the needs of older people is seen as critical.**

An effective age-friendly strategy will therefore address housing and have a proactive approach to improve housing stock and deliver age friendly housing programmes.

CONCLUSION

Good housing is important for any community and while there are trade-offs around location, size, price and type of house, the housing stock will impact on community development and community satisfaction.

TCDC evaluated the strategic requirements of their community and formulated an action plan that addressed mechanisms to encourage the right type of design for an ageing population and to meet the needs of disabled members of their community. This decision to provide a low cost/no cost, high impact incentive is an example of smart forward thinking.

The market place has responded positively and now there is a mechanism to better accommodate people with different abilities and develop a more inclusive community with housing that is suitable for everyone.

www.lifemark.co.nz



info@lifemark.co.nz



Lifemark
COY. LTD

Street Accessibility Audit

Introduction

MRCagney (NZ) Limited along with CCS Disability Action offer a service to deliver Street Accessibility Audits. The audit provides best practice transport engineering advice with the MRCagney input lead by Dr Bridget Doran and CCS Disability Action providing the disability perspective.

The purpose of the audit is to provide useful, practical inputs to improve the accessibility of through routine maintenance and capital works projects. A secondary outcome from this work is more awareness of accessibility challenges and opportunities. By highlighting access barriers and promoting accessibility in design and maintenance decisions, the work can lead to easier, safer, more accessible journeys for people who currently find it the most difficult to move around their local communities.

Street Accessibility Audit - Scope

- The Street Accessibility Audit is tailored to Council requirements and typically includes a report summarising the work and its recommendations. It is based on street audits focusing on pedestrian infrastructure such as footpaths and road crossings and features that may affect transport accessibility e.g., mobility parking and street lighting. Findings are presented in a prioritised work plan that can be incorporated into routine work schedules.

It can also include: -

- A survey of local disabled people to understand the routes they take on the street, the extent to which they find those routes safe, accessible and convenient, and whether there are trips they would like to take but avoid because the route feels unsafe, is inaccessible or inconvenient for them.
- A community meeting, (online or public as per pandemic settings) to identify access barriers in the area and/or present and discuss project concept designs with local disabled people.
- Presentation of findings to Council.

Depending on Council priorities, we can also advise on accessibility for a wide range of other transport priorities, including for example advice on

- Transport business cases
- Accessibility audit of design plans
- Accessibility mapping, to highlight places disabled people can and cannot go
- Parking reviews.



BETTER TRANSPORT • BETTER PLACES • BETTER CHOICES



TE HUNGA HAUĀ MAURI MŌ NGĀ TĀNGATA KATOA

5/17/22, 8:17 AM

Wufoo · Entry Detail

Sub # 68

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 4:41:07 pm

IP ADDRESS



Title

Mrs

* Name

Stephanie Muller

* Address

Level 1, The Imperial, 79 Lichfield Street, Christchurch CBD

Christchurch

Canterbury

8011

New Zealand

* Contact phone number

Email

stephanie.muller@summerset.co.nz

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

(No response)

Please tell us your views here (Alternatively you can attach a document below)

(No response)

summerset_submission_on_hastings_dc_dc_policy.pdf

<https://app.wufoo.com/entry-manager/2123/entries/71>

1/1

Item 5



#68

Summerset Group Holdings Limited
Level 27, Majestic Centre, 100 Willis St, Wellington
PO Box 5187, Wellington 6140

Phone: 04 894 7320 | Fax: 04 894 7319
Website: www.summerset.co.nz

Item 5

16 May 2022

To: Hastings District Council
By email

Submission on Hasting District Council's Draft Development Contributions Policy 2022/2023 on behalf of Summerset Group Holdings Limited

1. Summerset is New Zealand's second largest developer and operator of retirement villages, which makes it one of New Zealand's largest home-builders. Summerset has 35 villages completed or in development across New Zealand and provides a range of living options for more than 6,600 residents.
2. New Zealand is facing a housing crisis, including a retirement living and aged care crisis. It is vital that the regulatory environment recognises and provides for the development that is required to meet this growing demand, and funding for associated infrastructure, but does so on a fair and proportionate basis that reflects, for comprehensive care retirement villages like Summerset's:
 - 2.1. the reduced occupancy per unit when compared to a typical household unit - Summerset's average occupancy for its independent units is 1.3 residents per unit and for its care units is 1 resident per unit; and
 - 2.2. the typically low pattern of demand on community infrastructure, amenities and facilities when compared against the demand assumptions for a typical household unit - residents entering Summerset's villages average 81 years, have specialist physical and social needs, and access Summerset's extensive range of on-site amenities.
3. Summerset is grateful for the opportunity to provide feedback to the Council on its Draft Development Contributions Policy 2022/2023. Summerset wishes to express its support for the submission of the Retirement Villages Association of New Zealand in its entirety. Summerset requests the Council engages constructively with the Retirement Villages Association in relation to the Draft Policy.

A handwritten signature in black ink, appearing to read "A Smail".

Aaron Smail
General Manager Development
Summerset Group Holdings Limited

5/17/22, 8:16 AM

Wufoo - Entry Detail

Sub #69

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 3:52:41 pm

IP ADDRESS



Title

General Manager

* Name

Lucinda Perry

* Address

Hastings HIVE, 200 Market Street North

Hastings

4122

New Zealand

* Contact phone number

(

Email

manager@hastingscity.co.nz

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

Parking

Security

Please tell us your views here (Alternatively you can attach a document below)

Document attached.

annual_plan_submission_may_2022.docx

<https://app.wufoo.com/entry-manager/2123/entries/70>

1/1

Item 5

69

Hastings City Business Association Inc.
Hastings HIVE, 200 Market Street North
PO Box 420
Hastings 4156



Hastings City
BUSINESS ASSOCIATION

P 06 876 9093
E: manager@hastingscity.co.nz

Monday 16th May 2022

Dear Lex,

As a Business Association we represent over 450 business in Hastings CBD.

The following key topics continue to be front of mind for our members, and we will continue to advocate on their behalf. In regards to CBD activation, and the overarching Hastings Alive initiative, without the necessity of security measures in place, or access to desirable parking options, other promotions are secondary.

PARKING

As stipulated in our 2021 submission, the main requests we get from business owners is to have free parking and to feel safe while at work. While the overall consensus was to have no increase in parking fees, and that the \$40 fine is too high, businesses proceeded to make a petition for free parking for a month over the winter months. We are extremely pleased this was accepted by Council and that businesses and customers will enjoy free parking in July. This is a great example of a collective voice being heard and actioned and will go a long way to help businesses feel supported.

We'd like to ensure the matter of parking is not then forgotten, as we were inundated with feedback around requiring extra parking, consideration of more leased parks and access to car parks being safe. The cost of daily parking needs to be addressed as this is still very high comparatively to other regions in Hawkes Bay i.e. Napier \$5 all day parking. We'd also like HDC to strongly consider the cost of parking to be absorbed by Hastings rate payers, as per Havelock North. We'd like to be informed of the progress and outcomes of the parking study later this year, so we can continue to inform our members.

SECURITY

We know HDC is very cognisant of the fact security is paramount in our CBD. And with the support of our local Police, City Assist, and Kaitiaki, not to mention our extensive CCTV coverage – we have solid foundations to be a very safe zone. If we can increase the CCTV footage with extra cameras in the CBD and request extra City Assist personnel that would contribute to keeping 'Hastings Alive' and keeping our members and the public safe. Hastings City Business Association will continue to prioritise informing members that they need to report crime and help them with that process.

I am happy to speak to this submission at a Council Meeting set down for hearing submissions, and look forward to hearing your response in due course.

Kind regards,

Lucinda Perry

General Manager
Hastings City Business Association

Hastings City Business Association is incorporated under the Incorporated Societies Act 1908

5/17/22, 8:16 AM

Wufoo - Entry Detail

Sub # 70

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 3:30:17 pm

IP ADDRESS



Title

mr

* Name

John Roil

* Address

Hastings

Longlands

4175

New Zealand

* Contact phone number

Email

admin@hbhomes.nz

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

Draft Development Contributions Policy

<https://app.wufoo.com/entry-manager/2123/entries/69>

1/2

5/17/22, 8:16 AM

Wufoo - Entry Detail

Please tell us your views here (Alternatively you can attach a document below)

The Draft Annual Plan 2022/23 & Draft Development Contributions is based and developed from the Purpose and Principals behind such a Policy.

The cornerstone for the Policy is based on the Fair, Equitable, Proportional portion of the Total costs of the Development.

The Policy in particular the Cost allocations are to be proportioned to the persons who will benefit from the Development, including the Community as a whole.

Currently HDC require 100% of the costs to be paid by the Developer without any kind of proportion coming from the wider community when it is evident the community does benefit from Developments occurring.

Council staff have historically advised Councillors that if the Development Community do not pay 100% of the development costs, then funding will be required from the ratepayer.

The following examples provide clear wider benefits to the wider community;

1. The increase in rates brought about by land development and in particular the servicing. i.e Developed land has significantly increased the rateable value of the land. HDC staff can provide actual increases in the land value.

2. Infrastructure that benefits the wider community; eg The Irongate industrial zone was able to connect the water supply in Flaxmere to the Hastings reticulated supply. Thus forming the security of water supply.

3. Protection of the Plains zone by implementing RSE accommodation and Packhouses into the new zone. (Irongate Industrial zone)

4. Linking the Industrial zone closer to the Flaxmere residential zone that allows workers closer employment to their homes. less travel etc.

5. It is clearly evident the Irongate Industrial zone provides a significant economic benefit not only to the wider community but the nation as a whole through exports.

Closing Comments.

It is clearly evident that the current collection of 100% of the Development costs though the current Policy is at odds with the Actual Policy, if you are to take into account the benefits to the wider community.

<https://app.wufoo.com/entry-manager/2123/entries/69>

2/2

5/17/22, 8:16 AM

Wufoo - Entry Detail

Sub #71

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED

IP ADDRESS



PUBLIC

May 16th 2022, 3:27:20 pm



Title

(No response)

* Name

Emma Sey

* Address

Napier

4112

New Zealand

* Contact phone number

~~

Email

(No response)

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

No

What are the main topics you wish to feedback on?

Hastings Alive focus

Please tell us your views here (Alternatively you can attach a document below)

In addition to the proposed focus under Hastings Alive, it would be great to see Project 7B - King Street North pocket park completed alongside the Completion of the King Street streetscape upgrade to minimise long-term impact on this area (if not already being incorporated).

It would also be ideal to consult with CBD businesses on the plans for Projects 1A - Central Plaza green space improvements and 1B - Central Plaza paved space improvements as this area seems to cause a 'divide' between the East and West of our CBD and to then bring forward the plans to get this area improved.

More off-street public car parking is required within the CBD. Understand a parking study is currently underway, however the length of time being used - not ready until October? - seems too far away for an issue that is widely discussed within the Hastings community. Having short term (within 12 months) and long term (within next 5-10 years) to give certainty would be good.

<https://app.wufoo.com/entry-manager/2123/entries/68>

1/1

5/17/22, 8:15 AM

Wufoo - Entry Detail

Sub # 72

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 3:23:16 pm

IP ADDRESS



Title

(No response)

* Name

Emma McRobbie

* Address

St Leonards
Hastings
Hawke's Bay
4120
New Zealand

* Contact phone number

Email

Info@havelocknorthnz.com

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

Havelock North Business Association - Havelock North CBD
targeted rate, city assist, Showgrounds, vibrancy, event funding

<https://app.wufoo.com/entry-manager/2123/entries/67>

1/2

5/17/22, 8:15 AM

Wufoo - Entry Detail

Please tell us your views here (Alternatively you can attach a document below)

The Havelock North Business Association board thanks Council staff and Councillors for their time and support over the last 12 months. It has been another tough year but, our members have appreciated the proactive recovery responses that we have been able to carry out, largely thanks to Councils' funding. We are excited about what is on the horizon as we move into a new phase for our association. We hope to continue to strengthen our relationship with, and further enhance support from Council as we continue to grow.

Please also find attached to this submission the officer comments from our long-term plan submissions last year. If we could please get updates on where the uncompleted actions are currently sitting that would be much appreciated.

Extension to Havelock North Promotion Targeted Rate:

The Havelock North business area has evolved over time, whilst the catchment area for our targeted promotional rate has remained largely unchanged. Over the last 5 years water crisis and COVID recovery funding have enabled us to carry out a wide range of promotions and events but with this funding now used we are looking to secure a future for the association that isn't reliant on things going wrong around us. Council has been working with the Havelock North Business Association for the last 12 months on extending the catchment area for this rated levy, to better reflect the volume of different business in the area and the evolution of the central commercial area. Property owners and the business within these properties that are affected by the proposal have had multiple digital and hard copy communications, been provided opportunities to discuss in person, and given the opportunity to vote via referendum carried out in February 2022 and again with this year's HDC annual plan submissions.

In short, the proposal would see the boundary extended to cover 113 properties (currently 45) and the funds collected would total \$164,000 pa (currently \$61,000 pa).

As per the last 12 months of work with support from Hastings District Council, the Havelock North Business Association has liaised with current and potential members around the proposed expansion of our promotional levy rated area. The HNBA is very favourable of this going ahead as requested to ensure the viability of our association and its role of supporting the existing and attracting new businesses to our CBD.

Security Patrols:

Havelock North business, like other CBD's have an on-going problem keeping crime down. We liaise with local community police team, to keep updated with happenings in our CBD and to keep our members aware if there are increasing issues such as car break-ins, shoplifting etc. However, due to a restructure of their programme, they are no longer providing a community officer based in Havelock North; after advocating directly to NZ police due to members requests this was initially implemented late 2019. Because of this we are asking Council to consider committing to having the City Assist team out in Havelock North at least 1 day a week, for visibility, support and peace of mind for our business owners.

We would also like Council to look at speeding up the roll out of additional CCTV in the Village area to again, help deter crime and other negative behaviours in the Village.

Showgrounds:

The HNBA supports the purchase of Hastings Showground as we can see the huge potential in having a space like this available for event attraction to the Hastings district. We encourage Council to ensure that events have a flow on effect to also improve Havelock North CBD economy, as expected for the Hastings CBD. The HNBA sees the potential in how attracted events can also support our members with visitors to the region. With 7 CBD accommodation options, plus many more in our wider area, we see Havelock North as the accommodation hub for the Hastings District. The HNBA would gladly support initiatives etc to help ensure our members business also see some of the positive, on-going effects from this purchase.

Vibrancy:

Please see the attached for last year's officer comment re vibrancy funding requests.

We request that Council look at extending the CBD vibrancy funding to include Havelock North. As announced at last week's event with HDC and Hastings City Business Association, it was great to see Council putting funding and planning towards bringing people back to the Hastings City CBD post COVID with enhanced vibrancy and event activations. Havelock North CBD retailers and hospitality have also greatly struggled with losing out on a large portion of their summer business and dramatic decrease in foot traffic through red level. The HNBA would like to work-in with councils plans to see how we can extend activations or look to create cohesive ones to positively impact our CBD vibrancy going forward.

We request that Council consider reinstating the \$15,000 contract for service to ensure the Village Street Carnival continues to be viable. Our Carnival event used to receive guaranteed funding to support us carrying out this annual community event in the Village. However, in 2020 this was removed; then due to COVID it was provided through economic recovery funding. Looking at the current challenges our members are facing we ask the Council reconsider helping us with annual event funding. This event attracts a diverse group of residents from Hastings District and the wider Hawke's Bay area to Havelock North Village. Not only does this event provide a family day out, it's also a wide-reaching promotion for our Havelock North retail and hospitality, of which the majority are small, owner-operated businesses and don't have the means to do large scale marketing for themselves. We are excited to be able to bring our VSC event back this year after not being able to go ahead in 2021, securing funding will help us ensure long-term viability for our event.

<https://app.wufoo.com/entry-manager/2123/entries/67>

2/2

5/17/22, 8:15 AM

Wufoo - Entry Detail

Sub #73

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED

IP ADDRESS



PUBLIC

May 16th 2022, 3:05:00 pm



Title

Mr

* Name

Matthew Goodin

* Address

Hastings

Hawke's Bay

4102

New Zealand

* Contact phone number

Email

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

No

What are the main topics you wish to feedback on?

Vehicle Speed control or softening in Haumoana

Please tell us your views here (Alternatively you can attach a document below)

I am a local resident and business owner in Haumoana. Myself along with many residents are concerned about the speed of drivers in our 500m areas.

I have been witness to dozens of drivers heavily speeding including 2 causing accidents outside my business. Many would be in excess of 80km/h past my cafe.

My business is opposite a busy school bus stop and being a residential area many kids are out and about.

I feel that we need some sort of speed softening in 3 - 4 dangerous spots in Haumoana. Speed softening going into te awanga seems to work well. So I hope we can get a similar thing here. Before someone is hurt or killed.

<https://app.wufoo.com/entry-manager/2123/entries/66>

1/1

5/17/22, 8:14 AM

Wufoo - Entry Detail

Sub #74

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED



PUBLIC

May 16th 2022, 3:04:24 pm

IP ADDRESS



Title

Senior Associate, Chapman Tripp

* Name

Nicola de Wit

* Address

Level 34, PwC Tower, 15 Customs Street West

Auckland

Auckland

1010

New Zealand

* Contact phone number

09 357 9286

Email

Nicola.deWit@ChapmanTripp.com

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

Yes

What are the main topics you wish to feedback on?

Development Contributions Policy

Please tell us your views here (Alternatively you can attach a document below)

Good afternoon

We act for the Retirement Villages Association of New Zealand Incorporated (RVA).

Please find attached the RVA's submission on the draft Development Contributions Policy.

Could you please acknowledge receipt?

Kind regards
Nicola<https://app.wufoo.com/entry-manager/2123/entries/65>

1/2

Item 5

74



Item 5

**Hastings District Council Development
Contributions Policy 2022/23 DRAFT**

**Submission from the Retirement Villages
Association of New Zealand**

16 May 2022

HASTINGS DISTRICT COUNCIL DEVELOPMENT CONTRIBUTIONS POLICY 2022/23 DRAFT

RETIREMENT VILLAGES ASSOCIATION OF NEW ZEALAND

To: Hastings District Council (*Council*)

Introduction

- 1 This is a submission on the Council's Draft Development Contributions (*DC*) Policy 2022/23 (*Draft Policy*). The Retirement Villages Association of New Zealand Incorporated (*RVA*)¹ welcomes this opportunity to provide feedback on the Draft Policy.
- 2 The RVA acknowledges the importance of DCs for funding new assets needed for growth and development, and the role its members play in supporting that necessary work. However, ultimately, the RVA wishes to secure a fair, equitable, and proportionate DC approach for retirement villages in your district that recognises their unique features and low demands on council services compared to typical housing. This in turn will support the necessary supply and choice of housing.
- 3 The RVA understands that last year the Council received feedback from Summerset Group Holdings Limited (*Summerset*) on the policy treatment of retirement villages as part of its consultation on its Draft DC Policy 2021/22. The Council agreed with Summerset on the "*need to create a standard policy framework to enable retirement villages to be assessed in a consistent and fair and equitable manner*".² The Council is now proposing the introduction of this standard framework as an update to the Draft Policy.
- 4 The RVA welcomes and generally supports the Council's introduction of a standard policy framework for retirement villages, which it considers critical to ensure retirement villages are assessed in a consistent and fair manner. In particular, the RVA supports the introduction of:
 - 4.1 Specific activity categories for "retirement village units" and "retirement village aged care rooms";
 - 4.2 Specific definitions for "retirement village", "retirement village unit" and "retirement village aged care room"; and
 - 4.3 Lower HUEs for retirement villages compared to standard housing.

¹ The RVA is a voluntary industry organisation that represents the interests of the owners, developers and managers of registered retirement villages throughout New Zealand. Today, the RVA has 407 member villages throughout New Zealand, with approximately 38,520 units that are home to around 50,000 older New Zealanders. This figure is 96% of the registered retirement village units in New Zealand. The RVA's members include all five publicly-listed companies (Ryman Healthcare, Summerset Group, Arvida Group, Oceania Healthcare, and Radius Residential Care Ltd), other corporate groups (such as Metlifecare and Bupa Healthcare), independent operators, and not-for-profit operators (such as community trusts, religious and welfare organisations).

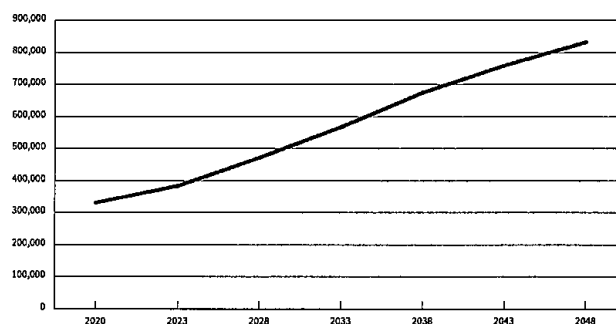
² Draft DC Policy 2021/22, page 1 (available [online](#)).

- 5 These updates are important inclusions to address the significantly lower demand retirement units and aged care rooms place on council facilities.
- 6 However, the RVA considers that the Council's proposed HUE rates for retirement village units and aged care rooms are still generally too high. The current rates do not properly reflect the substantially reduced demand placed on community facilities by residents of retirement units and aged care rooms.
- 7 Accordingly, the current Policy for retirement villages does not provide a fair, equitable, and proportionate DC approach for retirement villages. The RVA is concerned that it therefore does not meet the requirements of the Local Government Act 2002 (LGA).

Ageing population and need for retirement villages - Hastings context

- 8 The RVA and its members have a significant interest in how the Policy will impact on, and support, the provision of retirement villages and aged care in Hastings. New Zealand is facing a housing crisis, including a retirement living and aged care crisis.
- 9 The ageing population is expected to grow substantially nationally, including in Hastings. The growth in the 75+ age bracket is also increasing exponentially (as illustrated by the graph below).

Figure 1 75+ years population 2020 - 2048



Source: JLL Research and Consultancy; Statistics New Zealand (medium forecast scenario)

- 10 It is estimated that 332,000 people in New Zealand were aged over 75 in 2020. By 2048, the population aged 75+ is forecasted to more than double to 833,000 people nationally.³ This increase is reflected in Hastings's demographics. The +75 demographic has increased between 2006 and 2018, from about 2,415 to 2,955 in 2018.⁴ Further, according to the latest Housing Development Capacity Assessment for Hastings, the "*District is expected to see strong growth over the next 30 years*".⁵ As the district's population continues to grow, the ageing population will also continue to grow rapidly.
- 11 Hastings' increasing ageing population is also reflected in the retirement village development pipeline. In the last couple of years, there has been an increase in the number of retirement units consented in the district.⁶

³ Jones Lang LaSalle, NZ Retirement Villages and Aged Care Whitepaper, June 2021, page 7.

⁴ Statistics New Zealand, 2006, 2013 and 2018 Censuses.

⁵ Housing Development Capacity Assessment 2021, page 41 (available [online](#)).

⁶ Housing Development Capacity Assessment 2021, page 59 (available [online](#)).

- 12 However, there is currently a severe lack of appropriate housing and care for our growing ageing population, which is predicted to worsen. Demand for retirement village accommodation is currently outstripping supply.
- 13 As of December 2021, RVA's members operated eight retirement villages in Hastings, providing a home to approximately 1,000 residents. As a result of the expected growth, there are four existing villages that are expanding and further village developments in the area are necessary and expected in the short to medium term.
- 14 Deliverability of the necessary retirement village pipeline and affordability are materially impacted by DC charges.

The RVA's position on the Draft Policy

- 15 The Draft Policy has been updated to acknowledge the lower impact and demand placed on council services by retirement villages.⁷ Specifically, the Draft Policy introduces activity classifications for "retirement village units" and "retirement village aged care rooms", specific definitions for both of these activities (as well as "retirement villages"), and specific HUE rates for retirement units and aged care rooms.
- 16 The RVA welcomes and generally supports these updates to the DC Policy, but considers that the proposed HUE rates for retirement villages and aged care rooms are still not proportionate to the actual demand generated by retirement villages. The RVA's position and relief sought on this matter is addressed below.

Lower HUE rates for retirement villages

- 17 While the RVA welcomes the Council's inclusion of lower HUE rates for retirement villages compared to standard housing, it considers that the proposed HUE rates do not reflect the need generated and the benefit received by the user. The rates are generally too high. The Policy does not go far enough in recognising the demographic, frailty and health of residents, or the on-site amenities provided by retirement villages.
- 18 As submitted by Summerset in relation to the Council's draft DC Policy 2021/22, the appropriate HUE rates for retirement villages were previously thoroughly tested in Auckland. In 2017, Ryman Healthcare Limited (*Ryman*) undertook surveys of retirement village residents at several of its villages in Auckland. These surveys provided an example of the lower demand profile of retirement villages, showing that the residents made very little use to no use of community infrastructure and reserves. The survey data was ultimately relied on to support a successful objection by Ryman under the Local Government Act's objection process that its proposal created substantially reduced demand on council facilities. This work also led to Auckland Council reviewing its DC policy to substantially reduce the HUE rates for retirement units and aged care units (as reflected in its 2019 and 2022 DC policies).
- 19 Following last year's consultation on its draft DC Policy, we understand that the Council intended to analyse the approach taken by other councils, such as Auckland Council, to determine what works best for Hastings.⁸ The RVA is unaware of similar surveys being undertaken in the Hastings context that support the application of the

⁷ Draft Policy, section 4.4.

⁸ Letter from Lex Verhoeven, Strategy Manager at Hastings District Council, to Aaron Smail from Summerset, dated 21 July 2021.

Council's proposed HUE rates in Hastings. The RVA is therefore keen to better understand how the Council has assessed and determined the HUE figures for retirement units and aged care rooms. Ultimately, the RVA wants to ensure the Council's DC policy is fair, equitable, and proportionate. The RVA also seeks consistency as much as possible across the country.

- 20 The RVA's key request is that the Policy properly acknowledges the very low demand on community facilities generated by new retirement accommodation. In particular, retirement villages have substantially lower demands than typical housing types in the following areas:

20.1 *"Community infrastructure" and "parks & reserves"* – due to their age and frailty older people living in retirement villages use council reserves, sports grounds, pools, libraries and the like substantially less than other age groups. Retirement village residents are less mobile. And, the provision of on-site amenities at villages to cater for residents' specific needs significantly reduces residents' need to travel to access care, services or entertainment.

20.2 *"Rooding"* – for similar reasons, retirement villages are much lower traffic generators. Further, residents use public transport infrequently, and traffic generation is mostly off-peak as residents do not travel for school drop-offs or work.

20.3 *"Water" and "wastewater"* – residents use less water and wastewater due to lower occupancy levels of retirement units and different living needs. The average demand of a comprehensive retirement village is approximately 200 litres per day of water and 160 litres per day of wastewater.

- 21 It is important to properly recognise these and other retirement village features to ensure the Policy is fair, equitable and proportionate. Doing so will better enable retirement village providers to plan and progress new retirement developments in the district.

Relief sought

- 22 The RVA seeks that the Draft Policy's HUE rates for retirement villages are updated as follows:

- 22.1 Amend the HUE rates for community infrastructure, parks & reserves, and roading as follows (as generally reflected in Auckland's current DC policy):

Activity	HUE Charged Per Retirement Village Unit	HUE Charged Per Retirement Village Aged Care Room
Community Infrastructure	0.33 0.1	0
Parks & Reserves (District Wide & Local where applicable)	0.33 0.1	0
Rooding	0.33 0.3	0.3 0.2

- 22.2 Amend as necessary the HUE rates for water and wastewater to reflect a retirement village's average demand of 200l/p/day of water and 160l/p/day of

wastewater. We note that Summerset submitted previously that water and wastewater contributions should be assessed according to the demand agreed with Council at resource consent stage. The RVA supports that general proposition as it is a highly accurate reflection of actual demand on services. That said, more specific HUE rates in the DC policy will assist with certainty for all parties.

Next steps

- 23 We are very keen to engage with officers further on our proposals. As noted, the RVA is particularly keen to better understand the Council's process to determine the HUE rates for retirement villages and aged care rooms. The RVA's background in DC policies around the country is extensive. At present, the RVA is preparing a position paper on DC policies to seek a consistent and fair regime for retirement villages across New Zealand. The position paper builds on the RVA members' wide body of experiences and evidence in relation to DC matters, which we are keen to share with you. We would also like to invite Council officers to visit some typical villages in the area to assist your understanding of our industry.
- 24 Thank you for reviewing our submission. I will be in touch.

John Collyns

Executive Director

Contact details:

Retirement Villages Association
P O Box 25-022, Featherston St, Wellington 6142

Telephone: 04 499 0449 | Email: john@retirementvillages.org.nz

5/17/22, 8:13 AM

Wufoo - Entry Detail

Sub #75

HDC - Draft Annual Plan 2022/23

COMPLETE

CREATED

IP ADDRESS



PUBLIC

May 16th 2022, 2:49:20 pm



Title

CAMBERLEY BASKETBALL COURT ROOFING SUBMISSION.

* Name

Richard Hira

* Address

Camberley
Hastings
4120
New Zealand

* Contact phone number

Email

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.

No

What are the main topics you wish to feedback on?

We the Community of Camberley would like to ask the Council to provide a roofing over the Kirkpatrick Park basketball court in Camberley and LED lighting. The court is regularly utilized by the community and notably by the structured health and well-being sessions for the community which I am the facilitator of. We as a community have agreed that the pursuit of roofing and lighting will be highly beneficial for to us. The Camberley Committee agreed to the benefits of the structure and lighting being constructed (9th May, 2022).

We have sought quotes for the basketball court roof, which are attached, and our preference is Option 3. The court very much requires lighting which could potentially be done with basic LED lighting to minimize cost. If council were to favorably consider this it would in doing so be meeting its obligations detailed in the Camberley Strategic plan (2020-2025). In particular: Community Wellbeing, Community Safety and Community Facilities and Infrastructure. However, in particular, the proposed infrastructure will contribute to the pride we hold as a community and essence of whānaungatanga (coming together).

<https://app.wufoo.com/entry-manager/2123/entries/64>

1/2

Item 5

5/17/22, 8:13 AM

Wufoo - Entry Detail

Please tell us your views here (Alternatively you can attach a document below)

For many years we have had various providers come in to our Community, to which haven't met the needs of our whānau. The lack of meaningful engagement from service providers can be seen through minimal connection between them and the rangatahi. This does nothing for the pride of our community and our community deserves better.

The strength of community lies within the strength of the connections and the ability to relate with the community as a whole, not on statistics. With these strong connections, people have the ability to learn, when you learn you can earn and that ability brings about meaningful and real change. As a proud third generation Camberley community member, I am standing here today in front of you all committed to helping to make those changes happen.

In this part of my korero I will reference parts the Camberley 2020-2025 annual plan.

I am the founder of RUSHFIT which is a My Health & Well-being Kaupapa that can be referenced to (3.5, 3.3) it also links in with Te Whare Tapa Wha (1.1). Specifically, my program addresses Taha Tinana and Taha Hinengaro. The opportunities linked to Rushfit has seen many gain mental stability. We are well connected to Camberley school and the Rongo Mauri team which is a pastoral care program based at the school. Rongo Mauri helps whanau to navigate their journey in finding their own solutions by connecting back to their Taha Wairua, Taha Hinengaro, Taha Tinana and Whānau. Confidence is the ultimate to making positive lifestyle changes through exercise & nutrition, which filters through to their Whānau. We know we have built a solid support network (1.2). We regularly find ourselves exercising in the dark and out in the open enduring all types of weather (heat/rain) and in the dark. (2.7). A covered court will enable us as a community to continue with the Rushfit Health and well-being Kaupapa but also to be continue to be innovative utilizing the space for other types of activities that uplift our community.

In spring and summer the park is buzzing with a high number of adults and children taking part in Rushfit, with just as many bystanders watching from the side. However, in winter, the numbers drop quite significantly and by the time our sessions start, we can't see and require my car as lighting (2.7). It's unsafe to exercise in the dark as well as being quite unprofessional. But I ask how do you break a bond you have with a community due to the lack of cover and lighting? The weather or day/night should not be the reason for not tending to your health and well-being. We know community lead solutions work because we are doing it. Initiating change can only come from within.

richie__camberley__kirkpatrick_park_shelter_and_space.docx

<https://app.wufoo.com/entry-manager/2123/entries/64>

2/2

#75



MEMORANDUM

File Ref COP-10-2-21-671

To: Dennise Elers
From: Paddy Steffert
Date: 14 December 2021
Subject: Space & Storage at Kirkpatrick Park

Background:

There is a growing need and demand coming from the Camberley community for access to a covered open space for exercise and indoor gym use. While the Camberley Community Centre and Camberley School have space available for the community to use neither of those spaces have the open area required for gym classes or the type of training the community are wanting.

Currently, Camberley local Richie Hira is running daily exercise classes that are free for Camberley locals to participate in. One of the issues Richie has identified is the lack of shelter or cover from both the sun and rain. When it rains the basketball court surface and the grass area become slippery and unsafe.

The Rongo Mauri programme through Camberley School had previously expressed an interest in wanting or needing more space to support their mahi and hold activities that sit better outside the school and approached Council to access and manage the Camberley Community Centre. At this stage the Council are not in a position to hand this over however that prompted a conversation about utilising and possibly retro fitting the changing shed building on Kirkpatrick Park to become an open space and possibly a community gym.

Earlier this year Council provided funding to Camberley School to purchase gym gear to run community fitness programmes. At the time the school had asked about that gear being stored in the changing sheds due to the proximity to the park and lack of space in the school. As it transpired the school chose not to run the fitness programme opting instead to support Richie with his daily exercise classes and allowing him access to the new gym gear. Subsequently Richie has also asked if the gym gear can be stored in the changing sheds for the same reason as the school. Currently the gym equipment is stored at the school.

On Monday the 13th of December Paula and I met with Richie and his partner Kiriana along with Erena from the school, Colin and Wayne from Assets and Julia and Te Aho from the Community Centre to clarify a few points and make sure they were all on the same page. Paula took some notes from the meeting and the key points and actions that came out of that meeting were:

HASTINGS DISTRICT COUNCIL
 207 Lyndon Road East, Hastings 4122 | Private Bag 9002, Hastings 4156
 Phone 06 871 5000 | www.hastingsdc.govt.nz
 TE KAUNIHERA Ā ROHE O HERETAUNGA

Key points		
<ul style="list-style-type: none"> The fitness programme is about supporting the wellbeing of the Camberley community 		
<ul style="list-style-type: none"> The programme is free for community members 		
<ul style="list-style-type: none"> Richie would like access to access to the changing sheds for storage <ul style="list-style-type: none"> Would like to relocate a container to the park Would like a roof or some kind of shade and protection from the sun and rain 		
<ul style="list-style-type: none"> A park booking will be made to ensure there are no clashes with other potential users and to assist council planning for lawn mowing etc. 	Richie will come into HDC and meet with Colin to book the Park.	No date.
<ul style="list-style-type: none"> Council officers suggested that the community make and Annual Plan submission over a 2 – 3yr span for a staged development that could include <ul style="list-style-type: none"> Stage 1: a cover over the basketball court Stage 2 creation of a covered astroturf area adjacent to the basketball court. 	This idea will be tabled at the next Planning committee meeting. If the planning committee are supportive than it can be a collective effort.	The next meeting is likely to be in Feb, tbc.
<ul style="list-style-type: none"> Investigate cost and design for a roof or cover for the basketball courts 	Colin, Kev, Paddy & planning committee.	Feb 2022
Confirm and organise use of changing sheds for Camberley Fit	Colin and Wayne	No date
Discuss the use and availability of the Camberley Community Centre	Paula & Julia	No date
Paddy to follow up with Camberley School about the unspent funds re: the \$6k for HITT and community based movement programs	The school will spend the remaining \$2k on equipment for Richie.	Feb 2022

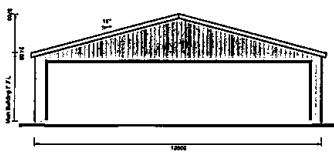

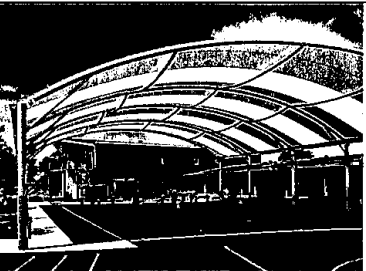

Kirkpatrick Park Changing Sheds – other options

Councils Assets team have provided an approximate cost to retro fit the changing sheds with the aim of having an open but slightly smaller than a normal gym area for the community to use at a cost of \$650k.

4 other options for Council to consider for shelter options are:

75

Item 5

Option	Description	Example image	Estimated cost
Option 1 Total Span:	Build a standalone structure next to original changing sheds. Roof only, no sides Building and new concrete floor would be needed May encroach onto one of the three playing fields		\$105,472
Option 2 Container Shelters	Erect a temporary standalone structure next to original changing sheds. Building and new concrete floor would be needed May encroach onto one of the three playing fields		\$23,000 Floor not included
Option 3 Shade Systems Hard shell	Build a standalone structure over the existing Basketball court Fully waterproof Roof only, no sides		\$450,000
Option 4 Shade Systems Soft Shell	Build a standalone structure over the existing Basketball court Showerproof Not fully waterproof Roof only, no sides		\$195,000

Other options that were investigated but seemed to be unsuitable where:

- using land and industrial buildings at 609 Orchard Road
- relocation a shed building from another location

There is currently two other projects occurring at the same time that involve Council that are both centred on Kirkpatrick Park

The Camberley Master Plan which could potentially identify a new road and housing developed on the west end of the park and the Price Waterhouse Coopers (PWC) brief which supports the development of a Whare Oranga.

There is a strong chance that the PWC brief could be the impetus for the Camberley Master Plan which would lead to both projects merging into one. Either way any potential work identified on or for Kirkpatrick Park will need to factor into the planning of both these projects.

Youth Potential Lead
paddys@hdc.govt.nz

Sub # 76

Lex F. Verhoeven

Subject: FW: Annual Plan - Request from MTT [Case: 98EFA3, Ticket: TFNZ1q]
Attachments: HDC land at Panepaoa and Tangoio Beach.png; SA_Rocks and Reefs_MTT_DOS.pdf; SA_Whakaari_MTT_DOS.pdf; SA_Te Ngarue and its tributaries_MTT_DOS.pdf; SA_Pākuratahi_MTT_DOS.pdf; SA_Maungaharuru_MTT_DOS.pdf

From: Hayley Lawrence <hayley@tangoio.maori.nz>

Date: Monday, 16 May 2022, 17:11:26

To: Customer Service (External) <customerservice@hdc.govt.nz>

Cc: Tania Kerr <councillor.kerr@hdc.govt.nz>; Dr James Graham <jamesg@hdc.govt.nz>; Lee Grace <lee@tangoio.maori.nz>

Subject: Annual Plan - Request from MTT [Case: 98EFA3, Ticket: TFNZ1q]

Tēnā koe,

I am writing to you on behalf on Maungaharuru-Tangitū Trust, the post-settlement governance entity representing a collective of hapū including Marangatūhetaua (Ngāti Tū), Ngāti Whakaari, Ngāti Kurumōkihi (formerly known as Ngāi Tata), Ngāi Te Ruruku ki Tangoio, Ngāi Taura and Ngāi Tahu.

We would like to put forward a request for the Annual Plan please.

Proposal

The HDC has two reserves on the coastline in our takiwā, one at Panepaoa and one further north (that is in process) by the new Tangoio Beach Settlement. Please see map attached.

These areas are very important to our hapū and have rich kōrero tuku iho (history) that we would like to share with the public, by erecting signage. I have attached some of the Statements of Association from our Deed of Settlement which outline some of the kōrero relating to these areas.

- Panepaoa is a place many stop because it is beautiful by the sea but also because it is where there is mobile phone reception (after a long drive with none). A road sign "Text message layby" has been put up there, near a picnic table and rubbish bin. We would like visitors to understand the importance of the area from a cultural perspective, to encourage them to respect it.
- The beachfront of the new Tangoio Beach Settlement is being transferred to HDC as a Reserve. There are soon to be many people living there, with many more visitors to the area. It is therefore another very important place for signage.

The HDC supported MTT in its application to Te Urungi Fund from Manatū Taonga. MTT was successful in the application, which was for some steel pou to be erected, with QR codes, throughout the takiwā to link to digital information. We would need additional funding to instal such a pou at Tangoio Beach.

Request

We are requesting:

- 1) funding for signage at two locations, showing a photo of the area with places labelled with the Māori name and associated kōrero.
- 2) funding for a steel pou to be erected at one of these locations (as part of a series throughout the takiwā).

The HDC could be acknowledged through placement of the logo on the signs.

Thank you for considering our request, I look forward to your response.

Nāku i runga i āku mihi,
Nā Hayley.



Hayley Lawrence (PhD)

Kaiwhakahaere Kaupapa - Project Manager

Maungaharuru-Tangitū Trust

; hayley@tangoio.maori.nz; www.tangoio.maori.nz

First Floor, Suite 3B, 1 Wright St, Ahuriri, Napier 4110; PO Box 3376, Hawke's Bay Mail Centre 4142

76

Lex F. Verhoeven**Subject:** FW: Kākā chicks**From:** callum Beattie [mailto:callum@tangoio.maori.nz]**Sent:** Friday, 13 May 2022 8:35 AM**To:** Dr James Graham <jamesg@hdc.govt.nz>; Wilson Pearse <wilsonp@hdc.govt.nz>**Subject:** Kākā chicks

Tēnā kōrua

I hope you are both well! I was hoping you might be able to point me in the right direction within HDC for an opportunity that has come up.

DOC have been in touch and the kākā captive coordinator has suggested Maungaharuru for release of captive kākā chicks. I understand it would be good to get another lot of chicks from a different genetic stock up on the maunga and that we have been waiting years to do so. It could also be a great learning opportunity for our Manu Tāiko (Jobs for Nature crew) and our whānau.

DOC may be able to support the project with time (picking up some of the feeding while they are in the aviary), and expertise if needed but are apparently unlikely to fund it. They indicated the cost is relatively low (I think only up to \$2,000 for the banding and feeding of chicks and communications to whānau but I need to confirm that with DOC). I am not sure of the numbers or exact costings but would this be something HDC may be able to fund?

I have sought some more info from DOC but please let me know who I should talk to in HDC and if you have any questions.

Āku mihi,
Nā Callum



MAUNGAHARURU
TANGITŪ

Callum Beattie (he/him)

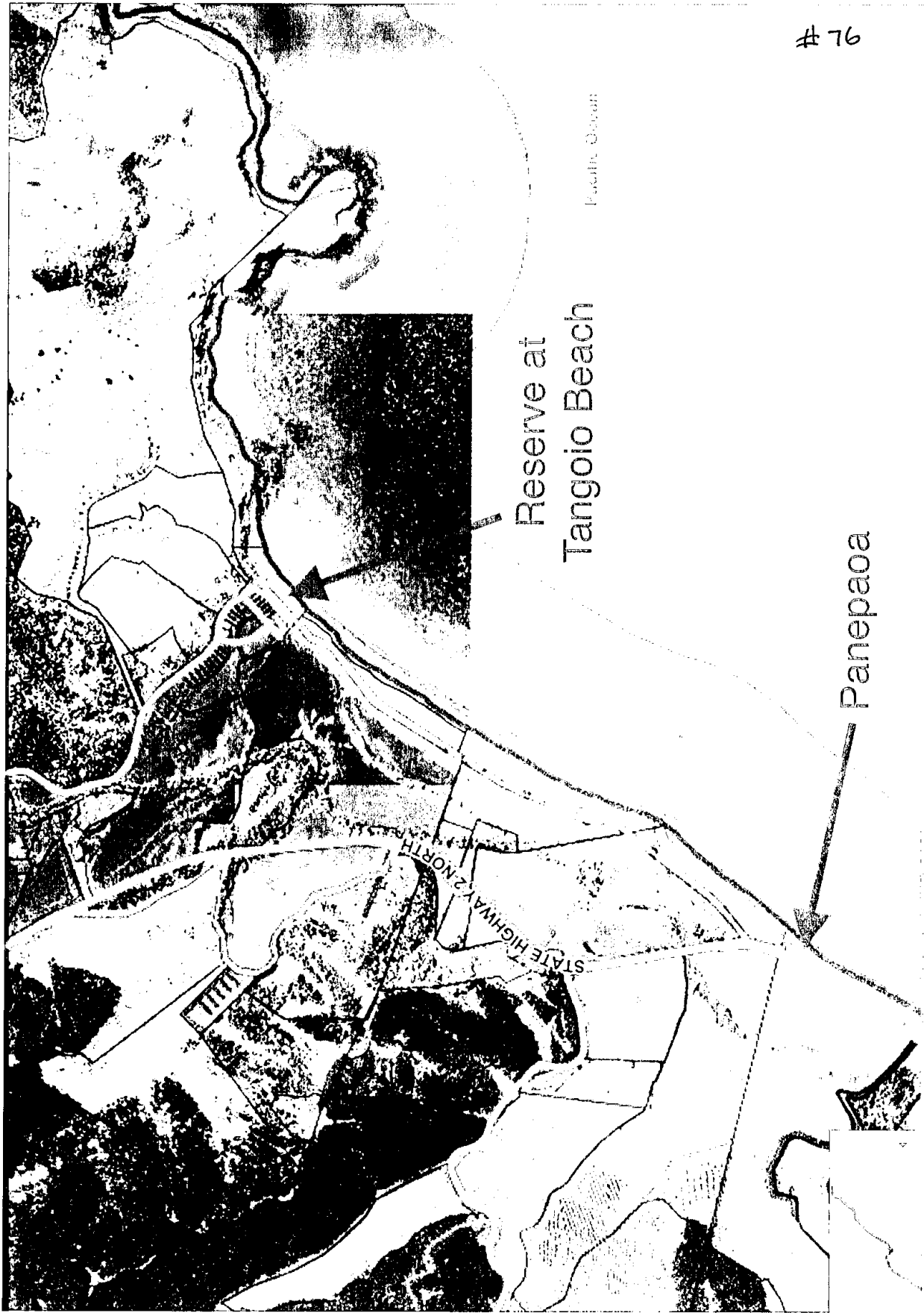
Kaitātari Kaupapa Here – Consent and Policy Analyst

Maungaharuru-Tangitū Trust

I callum@tangoio.maori.nz; www.tangoio.maori.nz

First Floor, 15 Hardinge Rd, Ahuriri, Napier; PO Box 3376, Hawke's Bay Mail Centre 4142

I work part time and am usually in the office on Tuesdays - Thursdays.
For anything urgent please call my mobile.



DOCUMENTS

3: STATEMENTS OF ASSOCIATION

Rocks and Reefs and Hapū Coastal Marine Area (as shown on, respectively, deed plans OTS-201-41 and OTS-201-40)

For the Hapū, the rocks and reefs along the coastline (Rocks and Reefs) and the Hapū Coastal Marine Area and environs are integral to the distinct identity and mana of the Hapū and are significant because they are located within Tangitū (the sea).

Spiritual importance

Tangitū is vital to the Hapū. Tangitū has a mauri (life force) of its own. This mauri binds the spiritual world with the physical world. All elements of the natural world have mauri and it is this mauri that connects the Hapū with Tangitū. Mauri is therefore the basis of the spiritual relationship of the Hapū with Tangitū.

The Hapū regard all natural resources as being gifts from ngā atua kaitiaki (spiritual guardians), including those within Tangitū. Tangitū is within the domain of Tangaroa-i-te-Rupetu (Tangaroa), the spiritual guardian of the moana (sea) and waterbodies, and all within them. Tangaroa is the son of Papa-tū-ā-nuku (Earth Mother) and Rangi-nui (Sky Father), from whom all living things descend, including the Hapū. Descendants of Tangaroa include the whales, waves, ocean currents and fish life within the moana. Therefore, both the descendants of Tangaroa and the descendants of the Hapū are connected by whakapapa (genealogy). Tangaroa was central to the lives of the Hapū tīpuna (ancestors) and remains significant to the Hapū whānau (families) living today.

Hapū kaumātua and kaikōrero acknowledge the importance of Tangitū. Tangitū provides cultural, spiritual and physical sustenance, and as such, shapes the identity of the Hapū. The principal status of Tangitū is recognised by the Hapū in their mihi (greetings), whaikōrero (formal speeches), whakairo (carvings), kōwhaiwhai (painted panels) and tukutuku (woven panels) on their marae, whakatauākī (tribal proverbs), kōrero tuku iho (Hapū history) and waiata (songs).

Cultural importance - Whakatauākī

Ka tuwhera a Maungaharuru, ka kati a Tangitū,
Ka tuwhera a Tangitū, ka kati a Maungaharuru.
When the season of Maungaharuru opens, the season of Tangitū closes,
When the season of Tangitū opens, the season of Maungaharuru closes.

According to kōrero tuku iho, this whakatauākī:

- describes the takiwā (traditional area) of the Hapū – from Maungaharuru (the Maungaharuru range) in the west, to Tangitū (the sea) in the east; and
- it proclaims ahi-kā-roa (long occupation) of the Hapū and the inherited right as tāngata whenua to exercise mana whenua and mana moana.

The relationship the Hapū have with Tangitū is culturally significant and provides whānau with a strong sense of place and belonging to the takiwā. It is still customary practice for Hapū members to recite this whakatauākī to identify where they come from and the relationship that connects them to the natural world.

Hapū kaumātua also emphasise the connectedness of Maungaharuru with Tangitū. The waters flowing from the maunga (mountain) feed the streams, rivers, aquifers, lakes, wetlands and sea - the realm of Tangaroa.

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

The whakatauaāki also describes the mahinga kai (places for gathering food) of the Hapū. The ngahere (forest) on Maungaharuru was the source of food for the Hapū in the winter. Tangitū was, and remains, the source of food in the summer. While the Hapū collected food on a seasonal basis, they were blessed in that they did not need to leave their takiwā in search of food. Hence another Hapū whakatauaāki:

“ko tō rātau pā kai ngā rekereke”, “their fortified villages were in their heels”.

The Rocks and Reefs and Hapū Coastal Marine Area were traditionally a vital food source for the Hapū, and in the past, kaimoana (seafoods) were in plentiful supply. From the domain of Tangaroa the Hapū sourced their kai (food). They caught ika (fish), tuna (eels), īnanga and ngaore (forms of whitebait) and kōura (crayfish) and gathered kuku (mussels), kina (sea urchin) and pāua (abalone). Rongoā (medicinal plants) such as kaiō (sea tulip) and sea water were also collected for medicinal purposes. Other resources that were gathered included tāwhaowhao (driftwood), pungapunga (pumice) and rimurimu (bull kelp) for storing tītī (muttonbirds).

Tangitū was also integral to the economy of the Hapū – kai and resources gathered from Tangitū were often traded with their neighbours.

This whakatauaāki also implies that the manuhiri (visitors) of the Hapū will be served kai from Maungaharuru and Tangitū. The ability to offer the range and quality of kai the Hapū had from their takiwā enhanced their mana.

In addition, the gathering of kai and resources has the reciprocal obligation of the Hapū to act as kaitiaki (guardians). The Hapū had tohu (signs) and tikanga (customs) which dictated the appropriate time and practices for gathering food and resources from Tangitū. Mātauranga (knowledge) associated with the collection of resources was central to the lives of the Hapū and remains a significant part of the cultural identity of the Hapū today. Mātauranga and associated tikanga, karakia (prayers) and kawa (rules) are all essential for maintaining customary traditions - the ritual and tapu (sacredness) associated with gathering and utilising resources.

Kōrero tuku iho – historical importance

Tipuna recounted that Tangitū is named after a strong-willed young woman from the takiwā. Tangitū was an excellent diver and collector of kaimoana who could stay submerged for long periods of time. Against advice, Tangitū went diving into a hole from which she never returned. Tangitū manifested herself as a whale and is an important kaitiaki for the Hapū. According to tradition, if tikanga or kawa were not properly observed when gathering kaimoana or other resources, Tangitū the kaitiaki would appear. The Hapū believe that, as a kaitiaki, Tangitū has the power to protect her people, particularly in the event of natural disasters. She has been known to use her tail to unblock the mouth of Te Ngarue (formerly Te Ngaru) Stream and Pākuratahi (formerly Pakuratahi) Stream, or lie across the mouth as protection in the event of high seas.

There are other kaitiaki who live in Tangitū, including Uwha, at Arapawanui, who takes the form of an eel or octopus, and Moremore, the son of Pania (of the reef), who swims the coastline in the form of a mako (shark).

Also associated with Tangitū is the story of Ruawharo. Ruawharo was a tohunga (high priest) aboard the waka (canoe) Tākitimu on its migration to Aotearoa. He gathered sands from Hawaiiki and took them aboard the waka. The sands held the mauri of fishlife. Ruawharo and his wife Hine-Wairakaia had three sons; Matiu, Makaro and Moko-tu-a-raro. To extend the mauri of fishlife, Ruawharo placed his children along the coast at Waikokopu in Te Māhia and between Rangatira and Te Ngaruroro. Significantly for the Hapū, Makaro was placed at Arapawanui to instil the mauri of fishlife along the coastline.

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

Along the coast and nearby were significant mahinga kai and places associated with such activities, as follows.

- The mouths of the Waikari, Moeangiāngi, Aropāonui (known to the Hapū as Arapāwanui), Waipātiki (formerly Waipatiki) River, Te Ngarue (formerly Te Ngaru) Stream and Pākuratahi (formerly Pakuratahi) Stream.
- Tiwhanui is identified by the Hapū as the highest place along the cliffs on the Coast. It was used by the Hapū as a lookout for whales and schools of fish on fishing expeditions.
- Punakērua and Te Areare beaches.
- The Rocks and Reefs that were renowned for kaimoana are:
 - Omoko: located out to sea from the mouth of the Waikari River, which was particularly good for hāpuku (grouper) and well-known as a spawning and nursery area for tāmure (snapper) and other fish.
 - Whakapao, Urukaka, Te Ngaio-iti, Te Ngaio-Nui and Whakatapatu: lying in an area slightly north of the mouth of the Moeangiāngi River and south to the Waipapa Stream. These were all known as excellent places for catching hāpuku and for collecting kaiō (sea tulip), a type of sea plant good for medicinal purposes and eating. Whakatapatu was also a good place for catching moki and tarakihi.
 - Hinepare and Makaro: located near the mouth of the Arapāwanui River.
 - Kōtuku and Te Ahiahu: located out to sea from the Arapāwanui River. The former being known for hāpuku and the latter for tāmure.
 - Tarahau: located out to sea opposite the mouth of the Waipātiki Stream. This place was renowned for tāmure, tarakihi and moki.
 - Rautoetoe and Te Una: located out to sea opposite the mouth of Te Ngarue River. The former was known for tarakihi and the latter for moki.
 - Panepaoa: renowned for moki and a diving hole for crayfish.
 - Kiore: a rock shaped like a rat, near Te Areare beach. A good place to collect kaimoana.
 - Tamatea: a rock located at Tangoio and used as an indicator of whether it was low tide.

In earlier times, Hapū whānau made seasonal journeys to Tangitū to collect kai, rongoā and other natural materials. Whānau and individuals had different tasks. Some would go fishing, while others would collect shellfish, or collect plant materials from the coastline and associated lowland forests. Natural resources thrived, and as noted above, kōrero tuku iho identify particular rocks and reefs as being renowned for providing bountiful kaimoana from which to gather a variety of fish species. Tangitū teemed with fish including tarakihi, tāmure, herrings, hāpuku (grouper), blue moki, and mangō (sharks), as well as tohorā (whales). The coastal rocks and reefs provided pāua (abalone), kina (sea urchin), kuku (mussels), pūpū (type of mollusc), kaiō and kōura (crayfish). From the mouths of rivers and streams, pātiki (flounder), tuna, īnanga and ngaore (forms of whitebait) and kōkopu (fresh water fish) were harvested. Land based resources were also

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

gathered for various uses. The swamp harakeke (flax) was utilised as a rongoā for its various healing properties including blood cleansing.

Tangitū is a taonga to the Hapū. It is a whole and indivisible entity. The domain of Tangaroa includes the moana, coastal waters, beds, rocks, reefs and beaches, and springs, streams, rivers, swamps, estuaries, wetlands, flood plains, aquifers, aquatic life, vegetation, coastal forests, airspace and substratum as well as its metaphysical elements.

The Hapū have cultural, spiritual, traditional and historic associations with the Rocks and Reefs and Hapū Coastal Marine Area, its waters and associated land and flora and fauna. The Hapū have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau as it was to their tīpuna (ancestors). The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with Tangitū including its Rocks and Reefs, the Hapū Coastal Marine Area and associated resources.

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

Whakaari Landing Place Reserve (as shown on deed plan OTS-201-48)

For the Hapū, the Whakaari Landing Place Reserve (the Reserve) and environs are integral to the distinct identity and mana of Ngāti Marangatūhetāua (Ngāti Tū), including Ngāti Whakaari and Ngāi Te Ruruku (ki Tangoio). The importance of the Reserve derives from its location on the coast on a prominent headland near Tangoio. Also, Whakaari, an iconic and significant pā (fortified village) of the Hapū, is located within its boundaries. Accordingly, the following statements of association are relevant to the Reserve.

- Rocks and Reefs and the Hapū Coastal Marine Area;
- Pākuratahi Stream and its tributaries; and
- Te Ngarue Stream and its tributaries.

Part of Whakaari is known to locals as "Flat Rock" due to the extension of a large, flat rock from the Whakaari peninsula into the sea.

Spiritual importance

The Reserve is important because of its relationship with, and proximity to, Tangitū (the sea). Tangitū is vital to the Hapū and mauri (life force) is the basis of the spiritual relationship.

Kōrero tuku iho – historical importance

Whakaari is believed to have been named after the tipuna (ancestor) of the same name. Whakaari is a descendant of the Ngāti Tū chief Kohipipi. One day, while out in a waka (canoe), he was concerned about the increasingly stormy weather and decided to return to shore. Others in the waka did not want to return, so he swam ashore. He arrived at the headland, and so it was named after him. Whakaari's descendants are known as 'Ngāti Whakaari' and are a section of Ngāti Tū. Ngāti Whakaari is associated with Petane.

Whakaari was a strategically important pā, especially in the time of the eponymous ancestors, Marangatūhetāua (for Ngāti Tū), Tataramoa (for Ngāti Kurumōkihi formerly known as Ngāi Tatara) and Te Ruruku (for Ngāi Te Ruruku (ki Tangoio)). Whakaari was used as a look out. It overlooked and protected the landing sites for waka on the bays below and stood as a bastion on the northern and eastern flanks. The southern and western flanks were protected from invasion overland by Ngāmoerangi pā. Ngāmoerangi also prevented the waka taua (enemy war canoes) that came across the bay from landing. Situated in the middle and just behind these pā was the formidable pā, Te Rae-o-Tangoio in the Tangoio valley.

Marangatūhetāua sought support from Te Ruruku, a chief from Wairoa, to defend the takiwā (traditional area) from another hapū that had been raiding the fishing grounds of Ngāti Tū and Ngāti Kurumōkihi at Tangoio and Tūtira. Marangatūhetāua needed to offer incentives to Te Ruruku to persuade him to settle among them. It was eventually agreed that Te Ruruku would occupy Ngāmoerangi pā, which was the gateway to the fishing grounds at Tangitū. Marangatūhetāua put his warriors at Te Ruruku's disposal. He also left several of his children at the pā with Te Ruruku as a sign of good faith. Marangatūhetāua and his son Ngapoerau went to live at Te Rae-o-Tangoio, and their descendants have lived there ever since. Te Ruruku, and the warriors, became the guardians of Whakaari and Ngāmoerangi. With the help of Te Ruruku, Marangatūhetāua and Tataramoa were able to repulse the enemy forays into the takiwā and then go on to the offensive.

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

Whakaari is also mentioned in the stories about Taraia I, the Kahungunu chief, and his migration south. After a battle at Arapawanui, it is said that Taraia I and his party moved on to stay for a while at Whakaari.

Whakaari was also used from time to time as a place of refuge. In the era of the musket, invasion by surrounding iwi caused many Ngāti Kahungunu hapū to flee to Kai Uku and Nukutaurua at Te Māhia. Whakaari provided protection to Ngāti Tū and Ngāti Kurumōkihi who remained in the takiwā during this time.

Around 1840, a whaling station was established at Whakaari. Whaling was an occupation that resulted in a considerable amount of cultural exchange. Some Hapū tīpuna (ancestors) became whalers and others married Pākehā whalers and many whānau are descended from whalers. There were two whaling stations within the takiwā, Whakaari was the most famous and there was another one at Moeangiāngi. Whakaari is a significant archaeological and historic site; one of three outstanding whaling station sites in Hawke's Bay in terms of the quality of the archaeological evidence.

From the original tīpuna, the occupation of Whakaari by the Hapū has survived the migration of Kahungunu and also, the later invasion of Kahungunu by surrounding iwi. It is one of only a few pā sites of the Hapū, and their only coastal pā, that is not in private ownership and remains available to the Hapū today.

Whakaari is still significant to the Hapū, not only because it carries the name of a founding tīpuna, but also because of its rich history and its spiritual and cultural importance. It is commemorated in a waiata tangi by Kowhio.

He rangi tatari tonu, te rangi ākuanei, te ope haereroa e
Mō taku koro e, ka ngaro noa tu rā, ki Whakaari rā ia
Ki te toka kahekahe, nāhau e tamaiti, i whāiti tū māna e..i
Pēnei tonu ai, tā te roimatahanga, he kai maringi kino e..i
Mō te aroha ee, ka ngaro mai kei roto, kei te hinapōuri e..i
Tērā te whetū, taukamo ana mai, nā runga ana mai e..i
O ngā hiwi nui e, ki te whara ngira ia, e tete noa mai ra e
Hohoro mai ko ia, tāhau haramai, he kino te koropuku
Te moe a te kekeno, ki te moana rā ia, ko wai ahau kakaitea rā ..i
Taringa whakarongo, ki te hori ki waho rā,
Kala mai rō mai rō, koe e..i
Ngahere tonu tana, whakatānguru i taua ngahuru nei e..i

Today is a time to endure, a time to await the Cortege that journeys to bring forth my Koro at
the Inlet nestled at the foot of Whakaari, the Panting Rock;
the Bluff that initiates breathless exertions echoing up from steep and difficult pathways.
There at the Cove below the assembly will gather to await, he, the progeny of our Ancestors.

It is so; a deep and yearning affection, abides in aching memories welling a surging rush to
brim and cascade into a deep weep, the weep of the inconsolable.
Grief so renders me desolate and lost, to drift in that deep chasm of sorrow.

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

Yonder the Day Star winks and glistens above the great hills and over a solitary sail
appearing on the horizon of an undulating sea.
The figurehead of an approaching Prow appears from the distant ocean haze. A doleful ache
arises in me.

It is he, borne upon his approaching Bier, distant and solitary, yonder, as a lonely Seal
asleep, upon a heaving sighing sea.

I, transfixed to gaze at the Waka Taua consuming the distance, swiftly approaching and
gliding in to its moorings and to the awaiting assembly.

Harken to the sounds emanating from out there!

Listen, to the departing rush of his restless Spirit gone by, drifting to and thro in search of the
pathway to the Ancestors.

On towards the moaning, murmuring clamour of a tormented forest agitated by the
Southerlies howling gusts and on to the resting place of peace.

Cultural Importance

Whakaari was traditionally an important mahinga kai (place for gathering food) for the Hapū, with numerous significant rocks and reefs nearby. In the past, kaimoana (seafood) was in plentiful supply. At Whakaari the Hapū would gather kaimoana such as pāua (abalone), kina (sea urchin), kuku (mussels), kōura (crayfish) and pūpū (type of mollusc). In the early twentieth century, it was the Hapū women who would go to the beach at Whakaari to gather kaimoana, which they would take home by horseback.

Tikanga (customs) would be maintained throughout this mahi (work). For example, kaimoana would not be eaten on the beach and not till the next day. The whakatauhākī (tribal proverb) below would be adhered to:

"haere ki rō wai, haere ki te moana, karakia" – "when entering the water, or entering the sea, say a prayer".

Whakaari is still a mahinga kai today, although the kai is no longer abundant.

Whakaari is a sheltered haven on a rough coast. It was used as a landing place for waka and in later times, for boats. Nearby (immediately south of some present day cottages), is a site commemorating the place where Marangātūhetaua and Te Ruruku beached their waka.

Whakaari was the starting point for a trail inland, an important place for the Hapū travelling by sea, and it was where they left for their fishing grounds up and down the coast.

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

Te Ngarue Stream and its tributaries (as shown on deed plan OTS-201-36)

Te Ngarue (formerly known as Te Ngaru) Stream and its tributaries including the Rauwirikokomuka and Kareara Streams flow from the steep hills north of Tangoio through the Tangoio valley and exit on the coast at Tangoio Beach. Accordingly, the following statements of association are also relevant to these awa (streams).

- Tangoio Falls Scenic Reserve and White Pine Bush Scenic Reserve;
- Pākuratahi Stream and its tributaries; and
- Rocks and Reefs and Hapū Coastal Marine Area.

Te Ngarue Stream is of great importance to the Hapū because it flows alongside Tangoio, the principal settlement of the Hapū, and their present day marae.

Te Ngarue Stream was significant to the Hapū as a key mahinga kai (place for gathering food). Historically, the awa provided a wealth of kai (food) to sustain the Hapū and was particularly abundant with tuna (eels) and Tnanga (whitebait).

Prior to the 1931 Napier earthquake, Te Ngarue Stream and Tangoio valley formed part of the Tangoio Lagoon. It was a very big lagoon and started in the Pākuratahi valley stretching all the way north to Te Rae-o-Tangoio in the Tangoio valley. Following the 1931 Napier earthquake, the lagoon was reclaimed and later became market gardens. The surrounding coastal flat land which had been swamp, became pastoral land.

Oral tradition describes an historical event which illustrates the richness of Te Ngarue as a resource for tuna. Marangatūhetaua, a chief of Ngāti Marangatūhetaua (Ngāi Tū), sought the help of Te Ruruku, a chief from Wairoa, to help defend the fishing grounds at Tūtira and Tangoio, which were being plundered by another hapū. Marangatūhetaua boasted how bountiful the kai was at Tangoio. When Te Ruruku and Marangatūhetaua arrived at Te Rae-o-Tangoio, Marangatūhetaua saw that the mouth of Te Ngarue Stream was blocked. He ordered his sons to open up the channel from the mouth of Te Ngarue Stream to the sea. As the current began to flow swiftly to the sea, the tuna began their run, but up blind channels that had already been prepared. Te Ruruku watched as the people squatted over the channels and with legs astride began pulling out the tuna beneath them, swiftly killing them. The tuna were entering the channels faster than they could be emptied. As Te Ruruku watched this ritual, he saw why Marangatūhetaua had boasted of the bounty of the area. Following this event, Te Ruruku agreed to act as a fighting chief for Ngāti Tū and Ngāti Kurumōkihi and to help them repel the invaders. In exchange, Te Ruruku was gifted land and settled amongst them.

Hapū kaumātua (elders) recall digging channels for tuna in the Tangoio Lagoon in the early twentieth century in much the same way as Marangatūhetaua and his people had done several hundred years before.

In addition to tuna, the Hapū harvested a large number of freshwater fish species including kōkopu (cockabully), Tnanga and ngaore (forms of whitebait), pātiki (flounder) and kōura (freshwater crayfish). Although, freshwater fish and tuna have been severely depleted, they are still an important resource for whānau (families) today.

In Te Ngarue Stream lives a kaitiaki (guardian) of the same name, which takes the form of a tuna. It is highly regarded by the Hapū and is carved on the front of Punanga-Te-Wao, the whare tīpuna (meeting house) at Tangoio Marae.

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

One of the tributaries of Te Ngarue Stream is Te Rangiataahua Stream. It was used by the women of the Hapū as a place to give birth. This was due to the fact that the waters were always warm. This tributary was named after the mother of Kupa, one of the last known chiefs of Ngāti Kurumōkihi. His pou (post) which was partially burnt is now housed at the Napier museum. Unfortunately, due to pollution of the awa, it is no longer used for birthing.

Item 5

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

Peaks of Maungaharuru Range (as shown on deed plan OTS-201-29)

For the Hapū, the peaks of Maungaharuru (the Maungaharuru Range) and environs are integral to the distinct identity and mana of the Hapū. They are some of the most sacred and important physical landmarks within the takiwā (traditional area) of the Hapū.

Spiritual importance

Maungaharuru is the iconic, most sacred and spiritual maunga (mountain) of the Hapū. Maungaharuru has a mauri (life force) of its own. This mauri binds the spiritual world with the physical world. All elements of the natural world have mauri and it is this mauri that connects the Hapū with Maungaharuru. Mauri is therefore the basis of the spiritual relationship of the Hapū with Maungaharuru.

The Hapū regard all natural resources as being gifts from ngā atua kaitiaki (spiritual guardians), including the ngahere (forest) upon Maungaharuru. Tāne-nui-a-rangi is the spiritual guardian of the ngahere and all that lives within the ngahere. Tāne-nui-a-rangi is the son of Papa-tū-ā-nuku (Earth Mother) and Rangi-nui (Sky Father), from whom all living things descend, including the Hapū. Descendants of Tāne-nui-a-rangi include the manu (birds) and trees (rākau) within the ngahere. Therefore, both the descendants of Tāne-nui-a-rangi and the descendants of the Hapū are connected by whakapapa (genealogy). Tāne-nui-a-rangi was central to the lives of Hapū tīpuna (ancestors) and remains significant to the Hapū whānau (families) living today.

Hapū kaumātua (elders) and kaikōrero (speakers) acknowledge the “tihi tapu o Maungaharuru” - “the sacred peaks of the maunga”. The paramount status of Maungaharuru is recognised by the Hapū in their mihi (greetings), whaikōrero (formal speeches), whakairo (carvings), kōwhaiwhai (painted panels) and tukutuku (woven panels) on their marae, whakatauākī (tribal proverbs), kōrero tuku iho (Hapū history) and waiata (songs).

Cultural importance - Whakatauākī

Ka tuwhera a Maungaharuru, ka kati a Tangitū,
Ka tuwhera a Tangitū, ka kati a Maungaharuru.
When the season of Maungaharuru opens, the season of Tangitū closes,
When the season of Tangitū opens, the season of Maungaharuru closes.

According to kōrero tuku iho, this whakatauākī:

- describes the takiwā of the Hapū – from Maungaharuru in the west, to Tangitū (the sea) in the east; and
- it proclaims ahi-kā-roa (long occupation) of the Hapū and the inherited right as tāngata whenua to exercise mana whenua and mana moana.

The relationship the Hapū have with Maungaharuru is culturally significant and provides whānau with a strong sense of place and belonging to the takiwā. It is still customary practice for Hapū members to recite this whakatauākī to identify where they come from and the relationship that connects them to the natural world.

Hapū kaumātua also emphasise the connectedness of Maungaharuru with Tangitū. The waters flowing from the maunga feed the rivers, lakes, wetlands and sea - the realm of Tangaroa-i-te-Rupetu (the spiritual guardian of the sea and other water bodies and all that lives within them).

The whakatauākī also describes the mahinga kai (places for gathering food) of the Hapū. The ngahere on Maungaharuru was the source of food for the Hapū in the winter. Tangitū was, and

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

remains, the source of food in the summer. While the Hapū collected food on a seasonal basis, they were blessed in that they did not need to leave their takiwā in search of food. Hence another Hapū whakatauāki "ko tō rātau pā kai ngā rekereke", "their fortified villages were in their heels".

In the past, Maungaharuru was bountiful. From the domain of Tāne-nui-a-rangi, the Hapū sourced their kai (food). They gathered aruhe (fern root), pikopiko (young fern shoots), the raurau (leaves) of the tī kōuka (cabbage tree), berries and huhu (edible grubs) and caught manu. Rongoā (medicinal plants), bark, fern fronds and timber for building materials, flowers for pigments, leaves and seeds for oils, paru (special mud) for dyes and other resources were also gathered.

Maungaharuru was also integral to the economy of the Hapū – kai and resources gathered from the maunga were often traded with their neighbours.

This whakatauāki also implies that the manuhiri (visitors) of the Hapū will be served kai from Maungaharuru and Tangitū. The ability to offer the range and quality of kai the Hapū had from their takiwā enhanced their mana.

In addition, the gathering of kai and resources has the reciprocal obligation of the Hapū to act as kaitiaki (guardians). The Hapū had tohu (signs) and tikanga (customs) which dictated the appropriate time and practices for gathering food and resources from Maungaharuru. Mātauranga (knowledge) associated with the collection of resources was central to the lives of the Hapū and remains a significant part of the cultural identity of the Hapū today. Mātauranga and associated tikanga, karakia (prayers) and kawa (rules) are all essential for maintaining customary traditions - the ritual and tapu (sacredness) associated with gathering and utilising resources.

Kōrero tuku iho – historical importance

Others sometimes refer to different parts of the maunga using different names, namely from south to north: Te Waka, Titi-a-Okura (this is the name known to the Hapū, Titiokura is the official name), Maungaharuru and Te Heru-a-Tureia. However, when the Hapū speak of Maungaharuru, they are referring to the maunga in its entirety.

The Hapū have a rich history relating to Maungaharuru. To this day, the North Island of New Zealand is known as Te Ika-a-Māui (Māui's fish). Hapū tradition tells that when Māui-tikitiki-a-Taranga pulled up the fish, the waka (canoe) that Māui and his whānau were on became stranded on top of the mighty fish. At the time, Māui warned his Uncle, Ngārangikataka, and others not to touch or cut up the fish. But they did not listen. They began to cut up the fish, creating the peaks and valleys that are seen today. Māui was angry, and turned his Uncle and the waka to stone. Others tried to escape to the sea, towards Tangolo, but they too were turned to stone. Today they are in the form of Panepaoa, a small hill located just south of the Pākuratahi (formerly Pakuratahi) Stream and nearby Ngāmoerangi, located on the Tangitū coastline. Te Waka-o-Ngārangikataka (Ngārangikataka's canoe) can also be seen, high on the ridgeline of Maungaharuru.

Oral tradition recounts the migration of the waka Tākitimu southwards, and a tohunga (high priest) of the waka, Tūpai, who cast the staff Papauma high into the air. Papauma took flight and landed on the maunga at the summit of Titi-a-Okura, at a place called Tauwhare Papauma.

Papauma embodied the mauri of birdlife. The maunga rumbled and roared on receiving this most sacred of taonga (treasures), and the maunga was proliferated with birdlife. Hence the name, Maungaharuru (the mountain that rumbled and roared). It is also said that the mountain roared every morning and evening as the many birds took flight and returned again to the maunga.

Significant pā (fortified villages) are located on Maungaharuru and attest to the occupation of the Hapū over the generations. Towards the southern part of the maunga, pā were occupied by Ngāi

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

Tauira and Ngāti Marangatūhetaua (Ngāti Tū), on the central part of the maunga, Ngāti Kurumōkihi, and towards the northern part of the maunga, Ngāi Tahu.

Ngāti Tū occupied Te Pōhue pā at the head of Lake Te Pōhue, and the nearby kāinga (villages) of Kaitahi and Whāngai Takapu.

Several pā relate to Ngāi Tauira and its eponymous ancestor, Tauira and his wife, Mateawha. Pirinoa pā is situated at the tauihu (prow) of Te Waka-o-Ngārangikataka. Taurua-o-Ngarengare pā is located at the south end of Te Waka part of the Maungaharuru range and is named after one of their sons. Tauwhare Papauma, referred to earlier, became a pā of Tauira.

The story of Mateawha also relates to an important wāhi tapu (sacred place) on the maunga. Mateawha was one of the Tūrehu people – she was not human and her people abided by certain rules. One day Tauira and Mateawha had visitors, and sadly, Tauira forgot himself. He told his wife to carry out work that caused her to violate the rules of her people. The effect was to 'whakanoa te tapu i runga i a ia' – 'to nullify the sacredness of Mateawha'. The implication was that Mateawha was unable to return to her own Tūrehu people and became alienated from them. She was so distraught at the situation, that she took her own life by throwing herself off the cliff face. She hit the side of the rock and fell down into what is known today as Hell's Hole. The stain of her blood was left and since that time, whenever that stain congeals, the Hapū recognise it as an aituā – a bad omen. The site is referred to as Te Pari-o-Mateawha – Mateawha's cliff.

Maungaharuru, and in particular its ridges towards the southern end of the range, are known as "te mauri o te māra o Tauira" – "the garden over which the life force of Tauira still remains". The maunga was a source of sustenance for Tauira and his descendants over many generations.

Tītī-a-Okura is the pass where tītī (muttonbirds) flew over Maungaharuru. Te Mapu and his son Te Okura caught tītī there using a net attached between two poles held high by them in front of a fire. Hence the name, Tītī-a-Okura – the mutton birds of Okura. Another feature is Te Waka-a-Te-O – The canoe of Te O. This rock is located on Tītī-a-Okura and commemorates Te Okura, also known as "Te O".

Several significant wāhi tapu are positioned on Maungaharuru. Ahu-o-te-Atua (formerly named Ahuateatua) – the sacred mound of the Gods, is situated at the north eastern end of Maungaharuru. Oral tradition describes Ahu-o-te-Atua as an altar where tohunga gathered to carry out their spiritual ceremonies. A tarn (mountain lake), one of two located on the eastern side of Te Waka-o-Ngārangikataka, is known to have unusual colouration due to the paitini (toxic) nature of the water.

Tarapōnui-a-Kawhea (as it is known to the Hapū, the official name is Taraponui) – the high peak of Kawhea enveloped with cloud, is the northern most and highest peak on Maungaharuru and is therefore very sacred. The name is ancient and dates from the excursions of Kurupoto and his son Kawhea into the area. Tarapōnui-a-Kawhea was once the regular track for the Hapū from Tūtira to Te Haroto through Waitara.

Oral tradition provides that Tāne-nui-a-rangi and his ngahere provided a korowai (cloak) for Papa-tū-ā-nuku (his mother). Accordingly, prior to the clearing of native forests and pastoralism, Maungaharuru was home to a wide range of animal and plant species which were, and remain, of great significance to the Hapū. Today, there is a significantly reduced area of native forest.

The remnant and regenerating areas of native forest on Maungaharuru include tawa, tītiki, rewarewa (New Zealand honeysuckle), kāmahī, kānuka (white tea-tree), tawhairaunui (red beech) and tawhairauriki (black beech) and mānuka (tea tree). The nationally significant ngutu-kākā (kaka beak) is also found on Maungaharuru.

DOCUMENTS

3: STATEMENTS OF ASSOCIATION

The ngahere provided the ideal habitat for a large number of manu including tītī (muttonbird), kiwi, kārearea (native falcon), kākā (native parrot), kererū (native pigeon) and tūī (parson bird). Many of these taonga were harvested for a range of uses, including kai, rongoā, clothing (including feathers for decorating garments and personal adornments), building materials, trade and gifting.

The Hapū have cultural, spiritual, traditional and historic associations with Maungaharuru and its environs, its waters, associated land and flora and fauna. The Hapū have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whānau as it was to their tīpuna. The continued recognition of the Hapū, their identity, traditions and status as kaitiaki is entwined with the peaks of Maungaharuru.

Feedback form to:

Draft Annual Plan 2022/23 & Draft Development Contributions Policy

Sub # 77

Strategy Manager
 Hastings District Council
 Private Bag 9002
 HASTINGS


Item 5

Title:	Mr
First name:	Christopher
Last name:	Gray JP (Qual)
Street address:	4122
Daytime contact phone:	
Evening contact phone:	
Email address:	

Please indicate whether or not you wish to speak to Council in regards to your feedback on 9 June 2022. <small>Note: This option is dependent on government advice on COVID-19 alert levels and practical considerations in regard to social distancing protocols.</small>	
<input type="radio"/> Yes	
<input checked="" type="radio"/> No	
If your feedback relates to a rural matter, it will also be discussed at a Rural Community Board Meeting in May.	

What are the main topics you wish to feedback on?
<p>Purchase of the A&P Showgrounds, which I am in favour of.</p> <p>I think that it is important for Council to offer the people of Hastings all the greenspace possible. It would be of great benefit in relation to future use of the showgrounds that Council retain the services of the current groundsman as he appears to be the sole source of information regarding the position of all services within the confines of the showgrounds.</p> <p>The retention of the current Office Administrator/secretary would also benefit council in the day to day running of the showgrounds.</p>

PAGE 1 OF 2

[illegible]

PAGE 2 OF 2

Sub # 78

Item 5

Royal New Zealand Armoured Corp History Project**Submission for Funding**

On behalf of the R.N.Z.A.C Charitable trust I am applying for a grant to support the Cultural Heritage History Project being undertaken by the Trust. I have attached supporting information which explains in more depth why this history is being written, who is involved, the costs, and a copy of the business plan to give you a deeper understanding of this project.

The Hawkes Bay District and Hastings City in particular have a long association with the Royal New Zealand Armoured Corp and its predecessors, which extends over 155 years.

Most of this commitment has come from a strong volunteer ethos supported by the Community. This project recognises that commitment.

The City of Hastings has had a Charter granting the freedom of the City to 4th Armoured Regiment and its successor's since 1958, which underscores the long relationship with the City. That relationship continues today with the Wellington East Coast Squadron of Queen Alexanders Regiment.

The Guidon as most of you will have witnessed has been removed from the foyer whilst alterations have been undertaken in that area, however it is destined, with due ceremony, to return, to be hung in the council chambers until it turns to dust. The Guidon represents the spirit of the Regiment, those who serve today, and those who have gone before, and to have a Guidon hung in Council chambers will be a first for N.Z I have spoken to council about the history of the Guidon, and its importance to our community on a previous occasion.

Over the last 30 years interest in how the spirit of ANZAC and those who served their country has grown, particularly with the younger generations. It is notable how ANZAC services are now more prevalent, particularly in our rural areas and satellite communities. It is timely that this history is written now before it is lost.

This history being written will give a definitive and accurate story about the men and woman from our community who have served, a couple of notable H.B figures are Major General Sir Andrew Russell and Brigadier Duncan McIntyre both whom had strong associations with Wellington East Armoured Units.

This book will have a wide appeal to Hawkes Bay families through long involvement of relatives from both rural and urban, Maori and Pakeha who served in the Royal New Zealand Armoured Corp and its predecessor's, the Calvary and Mounted Rifle Units from 1863 until today. Stories untold unto now such as **The Right Honourable Henare Tomoana leveraging his political position , and in defiance of the Colonial Government Office in London, and raising a Maori Contingent to match the Zulu to fight in the South African War**

I am requesting a contribution from the council of \$75000.00. I realise that times are difficult financially. This donation could be cash flowed over 2-3 years if that was more appropriate and easier for council to support. This is an opportunity for the council to support a once in a lifetime project of community significance.

Please be assured that your support will be recognised in the History, not only as an indication of your commitment today, but as an enduring confirmation of your acknowledgement of the **contribution Hastings/Hawkes Bay** has made to New Zealand's historical heritage.

Yours sincerely

Paul Bevin E.D (Major Retd)

Former Officer Commanding Waikato/Wellington East Coast Squadron 1982-1987

Attached Docs

Help Make History.

Budget Summary

Business Plan

78

RNZAC HISTORY PROJECT CHARITABLE TRUST Inc : 2021 - 2024 BUDGET SUMMARY-(5 NOV 21)

<u>Item</u>	<u>Cost</u>	<u>Remarks</u>
<u>Phase 2: 2021</u>		
Contractual Fee Author	11,666.66	1 Dec 21 and 1 Jan 22 (2 x payments) @ \$5833.33 (Research and writing period)
Operating Expenses	618.39	Printing, Couriers, Zoom, Audit, Charities Services and, Legal Fees
Author Research Expenses 2021	14,236.09	Including travel, accommodation and meals
Total: Phase 2 2021	26,521.14	
<u>Phase 2 (Continued) : 2022</u>		
Contractual Fee Author	64,166.63	1 Feb 22 - 1 Dec 22 (11 x payments) @ \$5,833.33 (Research and writing period)
Operating Expenses 2022	5,282.27	Printing, Couriers, Zoom, Audit, and Charities Services
Research Expenses 2022	2,587.10	Author research tasks
Planning Workshop	1,199.59	Scheduled for second quarter 2022
Photograph Licensing	10,000.00	Based on 250 selected photographs. Estimated 200 @ \$30 per image and 50 @ \$80 per image.
Maps	5,000.00	Based on 10 Maps
Total Phase 2 : 2022	88,235.59	
<u>Phase 3: 2023</u>		
Contractual Fee Author	40,833.31	1 Jan 23-1 Jul 23 (7 x payments) @ \$5,833.33 (Research and writing period)
Contractual Fee Author	21,875.00	1 Aug 23-1 Dec 23 (5 x payments) @ \$4,375.00 (Book publication period)
Operating Expenses	7,000.00	Printing, Couriers, Zoom, Audit, Charities Services and Insurance
Publication Contract Costs	46,581.90	\$23,290.95 payable 20 Jul 23 and 20 Dec 23. Includes provision for 15% price increase by June 2023.
Marketing & Sales	5,000.00	Estimate for RNZAC HPCT expenses .
Total Phase 3 : 2023	121,290.21	
<u>Phase 3 (Continued): 2024</u>		
Contractual Fee Author	21,875.00	1 Jan 24 to 1 May 24 (5 x payments) @ \$4,375.00 (Book publication period)
Publication Contract Costs	24,303.60	\$24,303.60 payable 20 Apr 24, includes provision for 20% price increase by Jun 2023. To be confirmed
Marketing & Sales	5,000.00	Estimate for RNZAC HPCT Expenses. To be confirmed with Publisher 2023
Operating Expenses	2,000.00	Printing, Couriers, Audit and Charities Services.
Total Phase 3 : 2024	53,178.60	
Total excluding Goods and Service Tax (GST)	289,225.54	
GST @ 15%	43,383.83	
Total Phases 2-3 including GST	332,609.37	
Less Funds in Trust Account @ 5 Nov 21	114,369.08	
Amount Still to be Raised	218,240.29	

#78

Item 5



**ROYAL NEW ZEALAND ARMoured CORPS
HISTORY PROJECT CHARITABLE TRUST
INCORPORATED**

2021 - 2024 BUSINESS PLAN

**Rotowaro
5 November 2021**

RNZAC HPCT-5 Nov 21

1

EXECUTIVE SUMMARY

Background

The Royal New Zealand Armoured Corps (RNZAC) has a proud history dating back to the volunteer cavalry units formed during the New Zealand Land Wars in the 1860's. Since that time, members of Predecessor Units have served in the Boer War, World War I and World War II. Subsequently, individuals from the RNZAC have served in South Korea, the Malayan Emergency, Malaysia, South Vietnam, and Afghanistan, and in peacekeeping and monitoring operations in India, Pakistan, the Middle East, Bougainville, Zimbabwe, former Yugoslavia, Angola, Bosnia-Herzegovina, Timor Leste, South Sudan, Iraq, and the Solomon Islands.

The RNZAC History Project Charitable Trust (RNZAC HPCT) (Registration Number CC56897, Incorporation Number RNZAC HPCT 50027200, NZBN: 9429047957329) has been established to manage the publication of a history of the RNZAC by 30 April 2024. This will be the first consolidated history of the RNZAC ever written. It will draw wide interest because of the significant contribution the Corps has made to New Zealand military history.

This document sets out the business plan for the RNZAC HPCT for 2021-2024. This is a live document and will therefore be updated for every consecutive year of this history project.

Objectives

Our 2021 objective is to continue the work that is necessary to ensure publication of a RNZAC History by 30 April 2024. To achieve this, the Trustees will:

- Manage the RNZAC HPCT.
- Continue its Communication Plan and Memorabilia Donation Plan to support publication of the RNZAC History.
- Continue to conduct research to complement the work of the author.
- Enable the Author to conduct detailed research over the period December 2019 to November 2020 and to writing the detailed manuscript period November 2020 to 30 June 2023.
- Raise the funding required for publication of the RNZAC History.
- Finalise selected publisher contract by 30 April 2021.
- Produce a first manuscript draft of the RNZAC History by 30 June 2023.
- Publish the RNZAC History by 30 April 2024.

Project Management

Given the size of the undertaking, the RNZAC History Project will be managed in three phases:

- **Phase 1:** Planning, scoping, selection of an Author, a Publisher and complete research over the period 2019 – 2020.
- **Phase 2:** On going liaison and finalisation of the research with the Author, Publisher and Printer and completion of a first draft manuscript over the period 2020 – 2023.
- **Phase 3:** Publication of the RNZAC History by 30 April 2024.

Funding

The remaining cost of the project is \$218,240 which RNZAC HPCT Inc is responsible for raising.

ROYAL NEW ZEALAND ARMoured CORPS HISTORY PROJECT CHARITABLE TRUST

2021-2024 BUSINESS PLAN

INTRODUCTION

The RNZAC can be traced back to the volunteer cavalry units formed during the New Zealand Land Wars. Since then, New Zealand mounted units and personnel from these units have fought in the South African War and both World Wars. Individuals from the RNZAC have served in South Korea, the Malayan Emergency, Malaysia, South Vietnam, and Afghanistan, and in peacekeeping and monitoring operations in India, Pakistan, the Middle East, Bougainville, Zimbabwe, former Yugoslavia, Angola, Bosnia-Herzegovina, Timor Leste, South Sudan, Iraq, and the Solomon Islands.

Whilst books have been written on some aspects of mounted rifles and armoured involvement in the South African War, World War I and II campaigns respectively, no consolidated official history of the RNZAC has been written. Other corps which have had their official histories published include Royal New Zealand Artillery (RNZA), Royal New Zealand Engineers (RNZE), Royal New Zealand Signals (RNZ Sigs), Royal New Zealand Army Service Corps (RNZASC), Royal New Zealand Electrical and Mechanical Engineers (RNZEME) and Royal New Zealand Army Medical Corps (RNZAMC).

The RNZAC Association originally intended to commission an official history of the Corps. However, this has never been done due to a lack of resources and finance. Nevertheless, it was always recognised that the recording of the history should commence as soon as possible before some of our older members died. Accordingly, the RNZAC Oral History Project was launched in 2002 to provide a resource for an official history. A total of 60 oral histories have been completed and the RNZAC Oral History Collection has been archived with the Oral History and Sound Section of the Alexander Turnbull Library. The Collection totals 135 hours of recordings.

The RNZAC History Project Charitable Trust (RNZAC HPCT) has been established to manage the publication of a History of the RNZAC by 30 April 2024.

The publication of a RNZAC History will provide an important addition to the knowledge of the contribution that the Corps has made to both the history of the New Zealand Army and the history of New Zealand. The publication is supported by the Chief of Army.

Lieutenant Colonel (Retired) Dr Christopher Pugsley advises the RNZAC HPCT on historical matters. He is a freelance historian and an authority on New Zealand at war. Dr Pugsley is a Fellow of the Royal Historical Society, an Adjunct Professor of the University of Canterbury, A Research Fellow of the University of Buckingham, a Distinguished Alumni of the University of Waikato, and a Vice President of the Western Front Association.

PURPOSE

The purpose of this document is to set out the business plan for the RNZAC HPCT for 2021–2024.

THE RNZAC HISTORY PROJECT CHARITABLE TRUST

The objects and purposes of the RNZAC HPCT are as follows:

- (a) To increase the public's understanding and appreciation of the role the RNZAC and all its Predecessor Armoured, Mounted Rifles, Cavalry and Other Units has played in the establishment and development of the New Zealand Army and the contribution they have made to New Zealand's military history by:

- (i) Producing a written history of the RNZAC and all its Predecessor Armoured, Mounted Rifles, Cavalry and Other Units to provide a resource for those wishing to research, investigate, study, and find out more about the aforementioned units in the military history of New Zealand.
 - (ii) Providing the New Zealand Defence Force/New Zealand Army with an aid in the teaching of the RNZAC and its Predecessor Units place in the military history of New Zealand.
- (b) To research, request access to, collect, maintain, and preserve oral and written historical records, illustrations, maps, photographs and any other relevant documents or items of the aforementioned units to enable the Trust to fulfil its objectives and purposes.

2021 OBJECTIVES

The 2021 objective of the RNZAC HPCT is to continue the work that is necessary to ensure publication of an RNZAC History by 30 April 2024. To achieve this, the Trustees will:

- Manage the RNZAC HPCT.
- Continue its Communication Plan and Memorabilia Donation Plan to support publication of the RNZAC History.
- Continue to conduct research to complement the work of the author.
- Enable the Author to conduct detailed research over period December 2019 to November 2020 and to writing the detailed manuscript period November 2020 to June 2023
- Raise the funding required for publication of the RNZAC History.
- Finalise the selected Publisher contract by 30 April 2021.
- Produce a first manuscript draft of the RNZAC History by 30 June 2023.
- Publish the RNZAC History by 30 April 2024.

IMPACT ON CULTURAL ENVIRONMENT

The RNZAC History will be the first consolidated history published on the RNZAC and its predecessor organisations with its contribution to New Zealand military history quantified. The intended audience are those who are serving and have served in the RNZAC, relatives of those who are serving and who have served, students and scholars of New Zealand military history, those interested in gaining an understanding of New Zealand military history, tertiary institutions providing courses in New Zealand history and strategic studies, and libraries internationally.

The New Zealand Armoured Corps

The New Zealand Armoured Corps was formed on 1 January 1942 and is the second in seniority of Corps within the New Zealand Army. The title "Royal" was granted on 12 July 1947. Her Majesty Queen Elizabeth II is the Captain General of the Corps.

Early History

Although the Corps was not formed until 1942, it is the current day successor to the mounted units raised during the 1860's. Some of the first units to be raised included the Taranaki Mounted Volunteers in 1860 and the Cambridge Mounted Rifles Volunteers in 1869. These units were involved in the New Zealand Land Wars.

In 1885, twelve mounted rifles units were formed and four years later they were sent to South Africa following an offer to Britain from the New Zealand Government. In all, between 1889 and 1902, 10 contingents, totalling 6,495 officers and men and more than 8,000 horses, were sent to the Boer War.

World War I

In 1914, as part of the New Zealand Expeditionary Force (1 NZEF) the New Zealand Mounted Rifle Brigade was formed. It comprised three mounted rifle regiments which saw action as dismounted troops, at Gallipoli. The ANZAC Mounted Division, formed out of the Auckland, Wellington, and Canterbury Regiments of the New Zealand Mounted Rifle Brigade, fought in the Sinai and Palestine between 1916 and 1919. The Otago Regiment served as a Squadron in France from 1916 to 1919. Altogether the brigade had an establishment of 1,940 men and 2032 horses. By the end of the war over 17,700 men had served in the brigade. The casualties of the New Zealand Mounted Rifles Brigade were 42 dead and 109 wounded.

World War II

At the outbreak of war in 1939, many of the Mounted Rifle personnel were called up for service. They formed the 2nd New Zealand Divisional Cavalry Regiment, 2nd NZEF, serving as the reconnaissance regiment for 2nd New Zealand Division. The Divisional Cavalry served with the New Zealand Division until the end of the war in 1945. The regiment suffered a total of 686 casualties, including 134 killed, 430 wounded and 111 captured. During the North Africa Campaign, it became clear to Lt Gen Freyberg that the New Zealand Division needed its own integral armoured support. With the agreement of the NZ Government 4th Infantry Brigade was converted into 4th Armoured Brigade (4 (NZ) Armd Bde) and retrained. The Brigade then served in Italy until the end of the war. On 2 December 1945 4 (NZ) Armd Bde was disbanded. The brigade was briefly reformed in 1953 to supervise the four Territorial Force armoured regiments of the New Zealand Division and was disestablished prior to 1960.

In addition, 1st Battalion, the New Zealand Scottish Regiment fought in the South Pacific 1942-1944 and many individual members of the New Zealand Scottish Regiment served with Number 4 Company, 27 (Machine Gun) Battalion 2 NZEF in the Middle East and Italy during World War II

Post World War II

Post World War II RNZAC personnel have served in South Korea, the Malayan Emergency, Malaysia, South Vietnam, and Afghanistan, and in peacekeeping and monitoring operations in India, Pakistan, the Middle East, Bougainville, Zimbabwe, Yugoslavia, Angola, Bosnia-Herzegovina, Timor Leste, South Sudan, Iraq, and the Solomon Islands.

SCOPE OF PROJECT

The scope of the RNZAC History has been determined as a result of a detailed review of the relevant material published to date sufficient to provide initial and supplementary scoping briefs for the selected Author. In outline, the scope will cover the New Zealand Wars to the present day including:

- New Zealand Land Wars (colonial cavalry and other mounted units)
- Boer War (Mounted rifles contingents)
- World War I (New Zealand Mounted Rifle Brigade, Otago Mounted Rifles)
- World War II (Divisional Cavalry Regiment, 18/19/20 Armoured Regiments, New Zealand Tank Squadron/Brigade), Light Armoured Fighting Vehicle Regiments, Armoured Training School, Armoured Fighting Vehicle Branch of New Zealand Army Headquarters
- Territorial Force
- Regular Force
- Korean War
- Vietnam War
- India, Pakistan, the Middle East, Bougainville, Zimbabwe, former Yugoslavia, Angola, Bosnia- Herzegovina, Timor Leste, Afghanistan, South Sudan, Iraq, and the Solomon Islands.

Given the size of the undertaking, the RNZAC History Project will be managed in three phases:

- **Phase 1:** Planning, scoping, the selection of an Author, a Publisher and complete research over the period 2019-2020.
- **Phase 2:** On going liaison and finalisation of the research with the Author, Publisher and Printer and completion of a first draft manuscript over the period 2020 to 2023.
- **Phase 3:** Publication by 30 April 2024.

BUSINESS STRATEGIES

Each of our objectives have been reviewed and a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis carried out to determine the critical issues that need to be addressed to achieve each objective.

The following business strategies have been developed and an associated set of action plans prepared to address the priority issues that have been defined:

- Manage the RNZAC HPCT
- Continue its Communication Plan and Memorabilia Donation Plan to support publication of the RNZAC History
- Produce a first manuscript draft of the RNZAC History by 30 June 2023
- Raise the funding required by 31 March 2024 for the publication of the RNZAC History
- Publish the RNZAC History by 30 April 2024

Business Strategies are attached at Annex A.

FUNDING TIMEFRAME

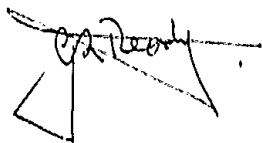
The guidance we have received is that given the complexity of this history, we should allow three and a half years for the Author to complete the research and writing task to enable completion of a draft manuscript to the Publisher by 30 June 2023.

The amount required to complete the project is \$218, 240 which RNZAC HPCT Inc is responsible for raising. The latest Budget is attached at Annex B.

KEY DATES 2021

The RNZAC History Project Milestones for 2021 are:

- | | |
|--|-----------|
| • \$90,928 funding approved to complete first stage of Phase 2 | 1 Mar 21 |
| • Trust Meeting | 10 Mar 21 |
| • Publish Newsletter | 31 Mar 21 |
| • Finalise the selected Publisher contract | 30 Apr 21 |
| • Trust Meeting | 14 Jul 21 |
| • Publish Newsletter | 31 Jul 21 |
| • Trust Meeting | 10 Nov 21 |
| • Publish Newsletter | 30 Nov 21 |



Graeme Ready
Chair
RNZAC HPCT Inc

5 November 2021

Registered Charity Number CC56897
Certificate of Incorporation RNZAC HPCT 50027200
NZBN: 9429047957329

- Annex:**
- | | |
|-----------|--|
| A | Business Strategies |
| B. | 2021-2024 Budget Summary (5 November 2021) |

ANNEX ABUSINESS STRATEGIES**BUSINESS STRATEGY 1 :****To manage the RNZAC History Project Charitable Trust****Description:**

To manage the RNZAC HPCT as the vehicle by which the RNZAC History Project is managed following registration and approval by the Ministry of Internal Affairs.

Priority Issues

- Procedures to be set up for management of RNZAC HPCT.
- Department of Internal Affairs (DIA) reporting requirements to be met.
- Budget provision for Trust AGM, legal and review expenses required.
- Funding to be arranged.
- Early approval needs to be sought from the RNZAC Association for access to the RNZAC Oral History Collection for this project and David Waters "Armoured History Notes."

Key Dependencies

- Legal approval
- DIA approval
- DIA reporting requirements met
- Annual Review

Key Result Areas

- Trust approved and registered by DIA.
- Operating procedures established.
- Access to the RNZAC Oral History Collection approved.
- Access to David Walters Notes on the History of the RNZAC approved.
- Operating expenses funded.

ANNEX A**Action Plan:**

Action Plan 1.1	Name: Manage the RNZAC HPCT		
Task	Description	Start Date	Responsible
1	Trust Deed approved by Department of Internal Affairs (DIA).	Approved 26 Aug 19	GR
2	Establish procedures for banking, receipt of donations, expense payments, and pre-book sales.	Financial Procedures approved by the Trust Board 25 May19	GR and AD
3	Establish procedures for reporting to DIA.	31 Jan 20	AD
4	Reporting to RNZAC HPCT Board.	Trust Meetings scheduled for: 10 Nov 21	GR

ANNEX A**BUSINESS STRATEGY 2 :****To implement a Communication Plan and Memorabilia Donation Plan to support publication of the RNZAC History****Description:**

A communication plan is to be implemented which reaches all serving and ex members of the RNZAC to inform them of the RNZAC History and seek their feedback on what the history should look like. The strategy also recognizes the importance of making all members of RNZAC aware of the need to gather as much information as possible from memorabilia held including photographs, diaries, maps, anecdotes etc for which the Trust will establish procedures for acknowledging receipt and documentation of these for further reference. In addition, members will be invited to order the RNZAC History prior to publication at a price to be decided and/or donate towards the cost of the project.

Priority Issues

- We need to ensure that the briefing programme and subsequent updates reach all ex RNZAC Members and serving RNZAC Members. We will request that membership databases by RNZAC Assn and MTA are kept current.
- Plan required as to how ex members who are not part of any association can be potentially notified.
- Chair to send an initial Project information letter to all serving members and those who have served via Colonel Commandant and Mounted Troopers Association (MTA) and RNZAC Association Presidents and to other known regimental association contacts that have ex-members under their wing once the Trust Deed has been approved. (Present deadline 31 May 19).
- Plan for briefing sessions to ex RNZAC members in Auckland, Hamilton, Napier, Foxton, Wellington, Christchurch, and Dunedin. To be completed by 30 Sep 19.
- Briefing sessions for RNZAC Regular Force/Territorial Force (RF/TF) arranged through the Colonel Commandant with the Regimental Colonel. Present deadline to be completed by 30 Sep 19.
- Investigate the provision of articles and updates in the Army News and RSA Review.
- Plan for updates at Cambrai Commemorations.
- Communication Plan to include progress reporting on the project.
- Briefing sessions and follow-up will provide an opportunity to acquire additional material to support the publication of the RNZAC History – diaries, photographs, letters, maps etc.
- There is a need to establish procedures to acknowledge receipt and document all material received. Storage that enables immediate access and insurance requirements to be investigated.

Key Dependencies

- All serving RNZAC RF/TF and ex RNZAC members reached.
- All informed of the project.
- Membership databases current.
- Acknowledgement of all memorabilia received.

Key Result Areas

- Communication Plan implemented.
- Presentation sessions completed.
- Articles prepared for Army News and RSA Review.
- Follow up communication through the life of the project.
- Strong feedback obtained on the planned RNZAC History.
- Memorabilia received, acknowledged, and stored.

ANNEX A**Action Plan:**

Action Plan 2.1	Name: Implement a Communication Plan		
Task	Description	Start Date	Responsible
1	Liaise with RNZAC Assn, MTA, Waikato Mounted Rifles (WMR) and Wellington, East Coast Mounted Rifles (WECMR) to ensure that membership databases are current. Provide a plan to communicate with ex members who are not part of any association.	Completed	CW
2	Prepare a letter outlining the key elements of the Project and calling for input from all serving and ex-members on the type of History and what should be included. To be distributed via Association Presidents, other known contacts, and the Colonel Commandant RNZAC.	Completed	GR
3	Prepare a master Power Point presentation for presentations in Auckland, Hamilton, Napier, Foxton, Wellington, Christchurch, and Dunedin.	Completed	GR
4	Run presentations in Auckland, Hamilton, Napier, Foxton, Wellington, Christchurch, and Dunedin.	Completed	CW (Presentations to be conducted by all Trustees for their areas, with the exception that MS will cover Christchurch and NG Dunedin in absence overseas of IB)
5	Consolidate feedback from presentations for Trustees.	Completed	CW

ANNEX A**Action Plan:**

Action Plan 2.1 (Continued)	Name: Implement a Communication Plan		
Task	Description	Start Dates	Responsible
6	Provide progress reports to all ex RNZAC members and serving RNZAC RF/TF personnel.	Completed: 31 May 19 2 Sep 19 20 Sep 19 31 Oct 19 27 Nov 19 7 Feb 20 31 Mar 20 15 Jun 20 30 Jul 20 3 Dec 20 31 Mar 21 19 Apr 21 31 Jul 21 29 Oct 21 Scheduled: 30 Nov 21	GR
7	Provide articles to the Army News and RSA Review.	Completed 9 Sep 19 Updated 14 May 20	GR
8	Design and publish a brochure on the RNZAC History Project to support fundraising. Cost met by supporters of the Trust.	Completed 12 Jun 20	CW

ANNEX A**Action Plan:**

Action Plan 2.2	Name: Implement a Memorabilia Donation Plan to support publication of the RNZAC History		
Task	Description	Start Date	Responsible
1	Letter to include requirement for donations, memorabilia including photos, maps etc to support the publication of the RNZAC History.	Completed	GR
2	Prepare receipt to acknowledge donated memorabilia, including donor's wishes regarding return/archiving.	Completed	GR
3	Investigate RNZAC HPCT obligations for insurance of all memorabilia received.	Completed	GR
4	System established to record receipt of all memorabilia items.	Completed	GR
5	System set up to manage the storage of all memorabilia received.	Completed	GR
6	System introduced to return and record memorabilia, originally forwarded for research purposes, to respective donors	Completed	GR

ANNEX A**BUSINESS STRATEGY 3:****To raise the funding required for the publication of the RNZAC History by 30 April 2024****Description:**

The total remaining cost of the RNZAC History Project for 2021-2024, including GST, yet to be raised is \$218,240.

This strategy sets out the means by which this will be achieved.

Priority Issues

- Project planned for completion in 2024. Funding and budget need to provide for a percentage contingency to take account of price variations.
- All funding options, with their timelines for application, need to be identified and pursued to achieve the funding required.
- All known and relevant regimental associations need to be identified for possible sources of funding.
- Retrospective expenditure will not be approved by funding agencies. Therefore, funding needs to be approved prior to all related project timelines commencing.
- Project scoping needs to be completed before the budget is finalised. Funding for completion of this task is a priority.
- Funding requirements and timings for major stages of the project need to be included in the business plan and detailed in the budget.
- Quotations to be obtained for the author, research, printing, and publishing.

Key Dependencies

- Funding requirements by each funding agency met.
- Reporting requirements of each funding agency met.
- Funding timeframes met.

Key Result Areas

- Funding requirement timelines met as set out in the Business Plan.
- Funding agency reporting requirements met.

ANNEX A**Action Plan:**

Action Plan 3.1	Name: Arrange Funding		
Task	Description	Start Date	Responsible
1	Arrange business planning input once initial draft agreed by CW/GR.	Completed	CW
2	Complete 2019/21 Business Plan.	Completed	CW
3	Complete 2019/21 Budget.	Completed	CW
4	Research funding options, including "Go Fund Me" and relevant regimental associations.	1 May 19	CW
5	Prepare funding plan, including pre-book sales.	Funding Plan completed	CW
6	Letters to major sponsors.	Completed	CW/GR
7	RNZAC HPCT progression of 2021 Business Plan and Budget and Project Funding Plan.	Completed	RNZAC HPCT Board
8	Progress reporting to RNZAC HPCT Board.	Effectuated via email and zoom meetings. Trust Meeting scheduled for: 10 Nov 21	GR

ANNEX A**BUSINESS STRATEGY 4 :**

To produce a first draft manuscript of the RNZAC History by 30 June 2023.

Description:

A first draft manuscript of the RNZAC History will be produced by 30 June 2023. As part of this strategy, the author, publisher, and printer will be selected. The publishing budget will be finalised, and the funding required will be arranged for when the author commences in November 2019. A programme of interviews, if required, in addition to those available from the RNZAC Oral History Collection will be established.

Priority Issues

- Once the Chair's initial Project information letter has been released, early approval should be sought from the RNZAC Association for access to the RNZAC Oral History Collection.
- Once the Chair's initial Project information letter has been released, early approval should be sought from Jeffrey Plowman for access to the late David ("Muddy") Waters armoured history notes.
- Scoping of the RNZAC History sufficient to provide an initial scoping brief to the Author to enable his/her research to commence in November 2019 is a priority task which needs to be completed before the budget can be finalised. The appropriate timing for selection of the author, publisher and printer needs to be determined, taking into account the influence of these appointments on scoping of the project.
- Interviews, if required, also completed on video, could add to the archived material, and assist in providing material to support the NZ Army with military history training.
- The research requirement for the project needs to be quantified during scoping and a "Wellington Research Anchor" established in Wellington to provide access to resources. This may not be necessary if the Author conducts own research for the book based on the RNZAC HPCT scoping brief. Regardless of the final decision on who does the research, they will need access to Defence Archives, National Library of New Zealand, Defence Library, the Defence Historian and The Ministry of Culture and Heritage.
- Requirement and timings for all imagery (graphics, maps, photos etc) to be determined.

Key Dependencies

- Access to the RNZAC Oral History Collection archived with the National Library.
- Access to David Waters "Armoured History Notes."
- Funding for this phase of the project.
- Copyright issues resolved when the first draft is completed.

Key Result Areas

- Author, publisher, and printer contracts completed.
- Funding for Phase 1 completed by 31 Oct 19, to enable the Author to commence on 1 Nov 19.
- First draft manuscript completed by 30 June 2023.
- Additional interviews, if required, recorded, and archived.

ANNEX A**Action Plan:**

Action Plan 4.1	Name: Complete scoping of the RNZAC History		
Task	Description	Start Date	Responsible
1	Research other histories and lessons learned.	1 May 19	GR and IB
2	Complete Literary Review.	1 May 19	GR and IB
3	Consolidate feedback from presentation sessions.	Completed	CW
4	Confirm key factors from feedback.	Completed	RNZAC HPCT Board
5	Identify purpose and scope of book.	First Cut Completed	GR
6	Prepare brief for author.	Completed	GR
7	Prepare brief for Publisher.	Completed	GR

ANNEX A**Action Plan:**

Action Plan 4.2	Name: Undertake the research for the RNZAC History		
Task	Description	Start Date	Responsible
1	Obtain RNZAC Association approval to access the RNZAC Oral History Collection archived with the Oral History and Sound Section of the National Library.	Completed	RNZAC HPCT
2	Obtain access to David ("Muddy") Waters: "Armoured History Notes."	Completed Provided by NZDF Librarian	RNZAC HPCT
3	Liaise with the Author selected to identify research requirements.	Contract document finalized and signed on 19 Sep 19	GR
4	Subject to the Author carrying out the Research Phase, recruitment of a "Wellington Research Anchor" may not be required. Task to be reviewed.	Completed (Two local Research Anchors confirmed)	GR
5	Identify Primary and Secondary sources of information required.	31 May 19	Research Team
6	Identify interviews to be used from the RNZAC Oral History Collection and additional interviews required.	1 May 21	GR/CW/Author
7	Prepare a research budget.	Completed	GR/CW/Author

ANNEX A**Action Plan:**

Action Plan 4.3	Name: Complete a first draft of the RNZAC History by 30 June 2023		
Task	Description	Start Date	Responsible
1	Prepare Request for Proposal from selected author.	Completed	GR
2	Select Author.	Completed	RNZAC HPCT Board
3	Request draft Contract from selected publisher.	Completed 11 Feb 21	GR
4	Agree writing programme with author.	Ongoing throughout project	GR/Author
5	Consider selected publisher Contract.	Upon receipt from selected Publisher	RNZAC HPCT Board
6	Finalise selected publisher Contract	Completed 15 Apr 21	RNZAC HPCT Board
7	Arrange photos, maps, photo reproduction, captioning of photos.	30 Sep 22 (Decision's doc of 19 Dec 19 refers)	GR/Author
8	Confirm publication budget.	15 Feb 22	RNZAC HPCT Board
9	Manuscript to publisher.	30 Jun 23	RNZAC HPCT Board
10	Liaison with publisher.	Ongoing	GR and Author

ANNEX A**BUSINESS STRATEGY 5:****To publish the RNZAC History by 30 April 2024****Description:**

Publication of the RNZAC History is to be completed by 30 April 2024. Details of this strategy will be finalised following the consideration of a publisher Contract that was requested from the selected Publisher on 11 February 2021. In outline, the sequence of publication involves:

- Proof- editing by the publisher's external contractor, followed by an "author read" and check of those edits.
- Typesetting, designs finalised by publisher in consultation with author/Chair
- Book typeset, followed by further "author read"
- Corrections then implemented by publisher and typeset version re-checked
- Final author/Chair check and sign off
- Release and promotional work

Priority Issues

- Any copyright issues resolved by 1 June 2023
- Final text and content delivered to Chair, RNZAC HPCT Inc by 1 June 2023
- Funding for publication finalised by 31 December 2022

Key Dependencies

- Publisher Contract finalised by 30 April 2021
- Printer Contract finalized by 31 May 2022
- Delivery of penultimate draft for final comment by 1 May 2023
- Final text and content delivered to Chair RNZAC HPCT by 1 June 2023

Key Result Areas

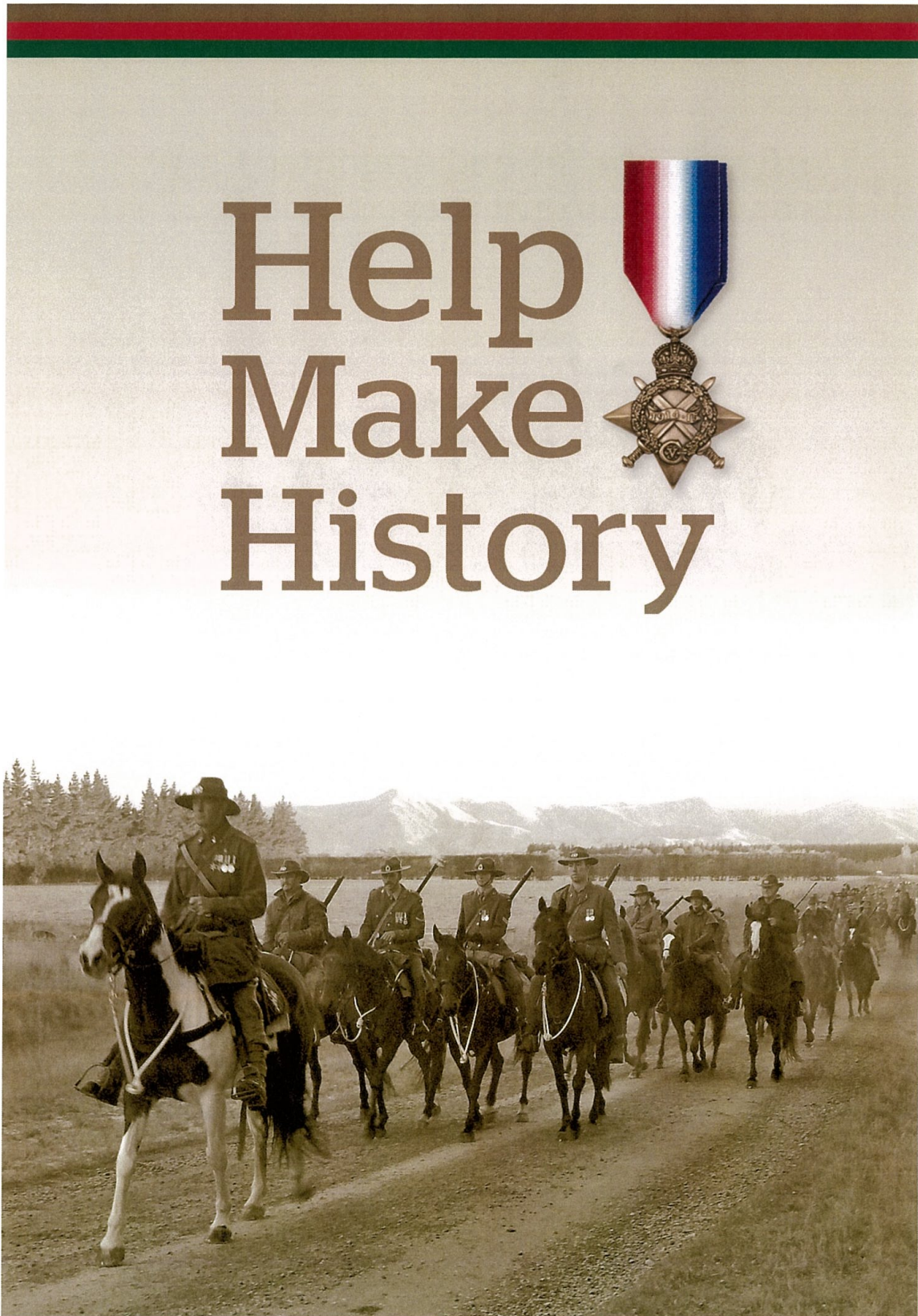
- Printing completed by 1 April 2024
- Book completed
- Audit completed
- Memorabilia either archived or returned according to donor's wishes

ANNEX A**Action Plan:**

Action Plan 5.1	Name: Publish the RNZAC History by 30 April 2024		
Task	Description	Start Date Timings TBC	Responsible
1	Confirmation of book design style, format, and jacket.	TBA	RNZAC HPCT Board
2	Finalise photos, maps, photo reproduction, captioning of photos.	TBA	RNZAC HPCT Board
3	Final corrections, editing and index.	31 Jul 23	GR/Author/Publisher
4	Final Manuscript agreed	31 Aug 23	RNZAC HPCT Board
5	First page proofs completed	31 Sep 23	Publisher
6	Proofread completed	31 Oct 23	Publisher
7	Second page proofs completed	30 Nov 23	Publisher
8	Final proofread completed Index with Author	20 Dec 23	Publisher Author
9	Final corrections to printer	15 Jan 24	Publisher
10	Book to printer.	15 Feb 24	GR/Author/Publisher
11	Book delivery.	15 Mar 24	Publisher
12	Book launch.	TBC Apr 24	Publisher/Author/ RNZAC HPCT Board
13	Handling of post book launch Reviews and other related matters	1 May 24	Author/Chair
14	Project conclusion and final reporting.	30 Jun 24	RNZAC HPCT Board

78

Item 5



The Royal New Zealand Armoured Corps needs your help on its next campaign...



The New Zealand Armoured Corps (RNZAC) was formed on 1 January 1942 and is the second in seniority of Corps within the New Zealand Army. The title "Royal" was granted on 12 July 1947. Her Majesty Queen Elizabeth II is the Captain General of the Corps.

The RNZAC has a proud history dating back to the volunteer cavalry and mounted rifles units formed during the New Zealand Land Wars in the 1860's. Since that time, members of the Corps' Predecessor Units have served in the Boer War, World War 1 and World War 2. Subsequently, individuals from the RNZAC have served in South Korea, the Malayan Emergency, Malaysia, South Vietnam and Afghanistan, and in peacekeeping and monitoring operations in India, Pakistan, the Middle East, Bougainville, Zimbabwe, Yugoslavia, Angola, Bosnia-Herzegovina, Timor Leste, Solomon Islands, South Sudan and Iraq.



Corps History Project

The Royal New Zealand Armoured Corps History Project Charitable Trust Incorporated (RNZAC HPCT Inc) has been established to manage the publication of a RNZAC History by 1 April 2024.

The Chief of Army, Maj Gen John Boswell, DSD, fully supports the project and he has written a letter of support. The five Trustees of the RNZAC HPCT (all volunteers) have served with the RNZAC and are committed to completing this very worthwhile project.



Why is this History important?

This will be the first consolidated history of the RNZAC ever written. It will draw wide interest because of the significant contribution the Corps has made to New Zealand military history. Apart from filling a major gap in written New Zealand Military History, this book will also have wide appeal to New Zealand families through the long involvement of relatives from both the rural and urban communities who served in the cavalry and volunteer mounted rifles units and subsequently in the Boer War, World War 1 and 2, followed by operations post World War 2.

The intended audience are those who are serving and have served in the RNZAC, relatives of those who are serving and who have served, students and scholars of New Zealand military history, those interested in gaining an understanding of New Zealand military history, tertiary institutions providing courses in New Zealand history and strategic studies, and libraries internationally

The author Matthew Wright

Matthew Wright has been chosen to be the author of the RNZAC History. He has been internationally recognised for scholarship in military history and has had over 30 years' experience as a qualified professional historian and writer. Matthew specialises in military and social history and has had over 60 books published by leading publishers including Penguin, Random House, Reed and others. A Fellow of the Royal Historical Society at University College, London; an honour that has been accorded to only a few New Zealanders. Matthew has also written over 500 academic papers and articles.



The Trust advisor

Lieutenant Colonel (Retired) Dr Christopher Pugsley ONZM, DPhil advises the Trust. He is a freelance historian and an authority on New Zealand at war. Dr Pugsley is a Fellow of the Royal Historical Society, an Adjunct Professor of the University of Canterbury, a Research Fellow of the University of Buckingham, a Distinguished Alumni of the University of Waikato and a Vice President of the Western Front Association.

Financial support

The Trust is seeking a grant or donation towards the author's fee, research expenses and publishing costs.



Any support you provide will enable:

FUNDING

A contribution to the total funding required for the research, writing and publication of the RNZAC History.

AUTHOR

Employment of an author to complete research over the period November 2019 - November 2020 and write the detailed manuscript over the period November 2020 to June 2023.

PUBLICATION

Production, printing, publication and distribution of the RNZAC History by April 2024.

RNZAC HISTORY

The consolidated history of the RNZAC and its Predecessor Units to be told for the first time and the significant contribution made to New Zealand Military history recognised for posterity.

Further information

If as a result of your consideration of our application and its supporting documentation, you wish to make a grant directly, the Trust has included its Bank Account details to assist you. These details are:

Bank: Westpac
Account Name: RNZAC HPCT Inc
Account Number: 03-0631-0030863-000

The RNZAC HPCT Inc issues official receipts for all donations made to the Trust.

Yours sincerely



Graeme Ready

Chair
RNZAC HPCT Inc
Registered Charity Number CC56897
Incorporation Number RNZAC HPCT 50027200
NZBN: 9429047957329

Telephone: 07 828 0095
Email: ready@farmside.co.nz



On behalf of the RNZAC
Thank you.

Acknowledgments

Photographs have been kindly contributed as follows:

Cover: QAMR Troop by David Harrison from the David Harrison Collection.

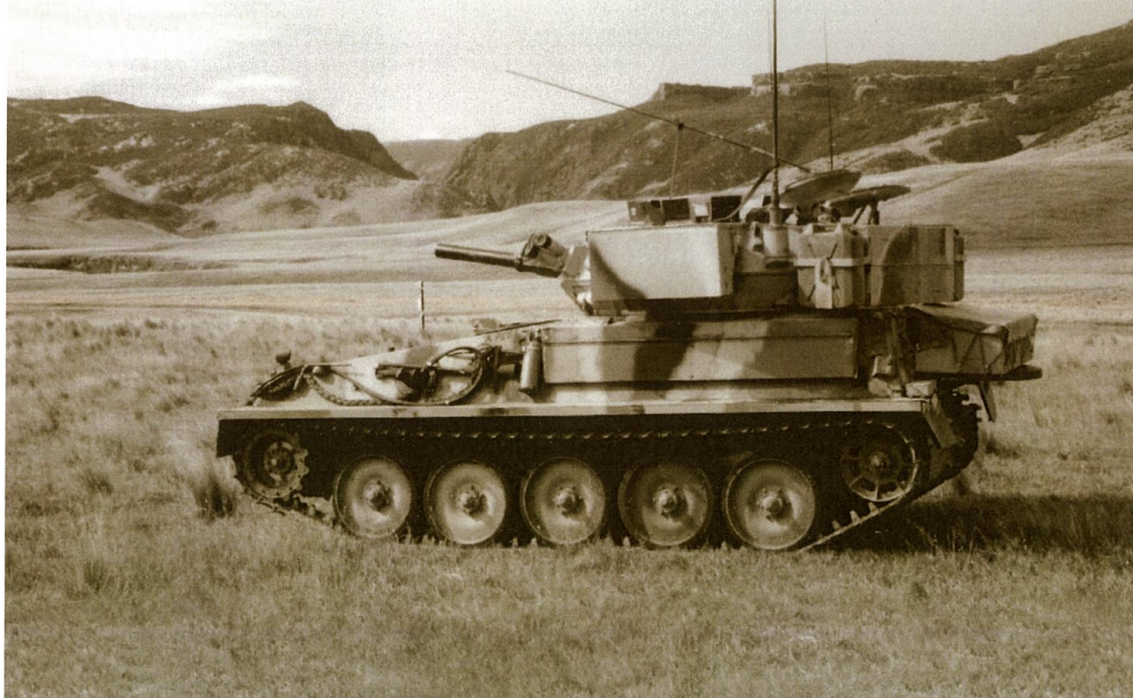
Page 2: LAV by David Harrison from the David Harrison Collection.

Page 3: Sherman Tank and 26 Infantry Battalion in the Senio Sector, Italy,
10 April 1945. Alexander Turnbull Library, Wellington, New Zealand.
Reference DA-09151-F. George Kaye photograph.

Page 4: New Zealand Divisional Cavalry on completion of patrol, El Alamein,
July 1942. Alexander Turnbull Library, Wellington, New Zealand.
Reference DA-06857-F. Unidentified official photographer.

Page 7: CVR (T) Scorpion, 1 Troop, QA Squadron Range Shoot, 1988, Waiouru,
by Paul Van den Broek from the Paul Van den Broek Collection.

The design and production of this brochure has been kindly donated by
supporters of the Trust.



Sub #79

2

Submission to Annual Plan -2021/2022

Mrs Sarah Greening-Smith

This is Submission to the HDC Draft Annual Plan 2021/2022, as a Private Citizen of the Hastings District, and the suburb of Whakatū.

I submit an addition to the Ngaruroro Reserve upgrades, found in the Annual Plan consultation document : Page 2, under Key Investment Programmes. Heading: Enhancing Where We Live – you will find Upgrade to Ngaruroro Reserve.

I would like to ask for the addition of a modest Splash Pad to the upgrades already underway. I have made extensive enquiries, found the costing (at todays prices) and have a concept vision of where it could fit and what it could look like.

I request to speak to the Submission, should a time be available

Nō reira

Tena koutou Katoa

Item 5

Sub #80

Jacqueline Kim Taylor

RD12
Havelock North
4294

18 May 2022

Lex F. Verhoeven
Hastings District Council
Private Bag 9002
Hastings
4156

Re: Submission to the Annual Plan

Dear Hastings District Council,

As a ratepayer of Hastings District Council, I would like to make a submission to the Annual Plan. I am requesting improvements to Riverlands, the open space at the end of River Road, Havelock North.

In this submission, I request:

- Improvements to carpark, including sealed road entry/carpark with better fencing
- Rubbish bins
- Toilet block
- Improved picnic area
- Security camera to monitor behaviour and control rubbish dumping
- Off lead space for dogs
- Planting with shade trees and natives and clean up (HBRC)
- Educational signage opportunities (HDC and HBRC, culturally and environmentally)

Riverlands is widely used by the people of Hastings. The reserve attracts a lot of families wanting to take their dogs for walks, cyclists en route to Black Bridge, picnickers currently using the two tables in place, and some simply to enjoy the Tuki Tuki river.

I believe that, in partnership with Hawke's Bay Regional Council, Hastings District Council can create an even better open space for more local families and visitors to Hawke's Bay to enjoy.

Hawke's Bay Regional Council is supportive of this submission by making improvements to Riverland's open space by way of planting and clean up. I have also requested from HBRC an opportunity to use this space as an educational site through the use of signage about the region, the Tuki Tuki river and biodiversity. HDC may also like to contribute to this.

Already Hastings District Council has made improvements to the space above the reserve in partnership with ratepayer David Cranwell. This clean-up has vastly improved the aesthetics of the entry to the reserve. It would be good to carry this on further down the road and into the carpark area and make improvements to this open space entirely.

If there is a hearing for submissions, I would be happy to present in person if required.

Yours sincerely,

Jacqueline Kim Taylor