

## TE TOMOKANGA KI TE MATAPIHI



TE TOMOKANGA KI TE MATAPIHI AGREEMENT  
BETWEEN NGĀ HAPŪ O TE IWI O WHANGANUI  
AND WHANGANUI DISTRICT COUNCIL

(Final Draft)

## INTRODUCTION

1. Ngā Hapū o Te Iwi o Whanganui and the Whanganui District Council both have responsibilities to and for the Whanganui district.
2. At times these responsibilities are similar in nature, but some are seen through different world views and are based on different values.
3. In the context of these respective responsibilities there has always been a desire for a strong and longstanding relationship between Ngā Hapū o Te Iwi o Whanganui and the Whanganui District Council.
4. As Ngā Hapū o Te Iwi o Whanganui embark upon the post Treaty settlement phase both parties felt it was an opportune time to reset their relationship by entering into a values-based Relationship Agreement which enables the parties to work and walk together for the benefit of the whenua, tāngata and taiao of Whanganui.
5. This Agreement outlines the nature of the future relationship between Ngā Hapū o Te Iwi o Whanganui (via Takapau Whāriki Trust, the post-settlement governance entity) and Whanganui District Council in order for both parties to achieve their respective responsibilities. It documents that the relationship between the parties will be underpinned by Te Tomokanga ki Te Matapihi me Ngā Mātāpono (as explained below).

## TE TOMOKANGA KI TE MATAPIHI

Ko te rangawhenua te mātāpuna o te ora  
Mai te whare toka ki te tokatū  
He matapihi ki uta, ki tai, ki te ao  
He ao āpōpō, he ao tea

Our nationhood sustains us,  
our tribal domain dictates our worldview,  
our culture and economy sustain and elevate  
our mana motuhake and tino rangatiratanga,  
our legacy, our aspirations, our future

6. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically, Te Tomokanga ki Te Matapihi is also a process underpinned by values (**Ngā Mātāpono o Whanganui**) and is an embodiment of all Whanganui tikanga.
7. Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Whanganui tribal nation.
8. Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any marae of Ngā Hapū o Te Iwi o Whanganui. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

9. The gateway has two arms – Te Uku and Te Rino. Te Uku represents Ngā Hapū o Te Iwi o Whanganui and highlights the inherent right to exist, survive and thrive as tāngata whenua within the Ngā Hapū o Te Iwi o Whanganui domain known as Te Whare Kāho o Whanganui. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and other entities carrying out statutory functions on behalf of the Crown, endures for the benefit of future generations. Te Rino is the arm of the gateway that acknowledges manuhiri, and in this context represents the Whanganui District Council relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown’s responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.
10. Symbolically, the Whanganui District Council re-enters through the gateway into Te Whare Kāho o Whanganui and now enters into a mutually beneficial relationship underpinned by Ngā Mātāpono o Whanganui.

#### **Ngā Mātāpono o Whanganui**

11. The gateway is supported by pou, and embedded in these pou are values and tikanga that govern all relationships within Te Whare Kāho o Whanganui. It is important that these values govern the relationship between the parties.

#### *Toitū te Kupu: Innate Integrity*

12. A relationship of inherited integrity founded on both the intent of one’s word and the truth of its expression.

#### *Toitū te Mana: Inherited Authority*

13. A relationship of authority founded on the recognition of Iwi and hapū permanence and the shared responsibility to uphold that mana.

#### *Toitū te Whenua: Physical and Metaphysical Sustenance*

14. A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

#### **Tupua te Kawa**

15. Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within Te Whare Kāho o Whanganui:

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

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

*Ko te Awa te mātāpuna o te ora*

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

*E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa*

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

*Ko au te Awa, ko te Awa ko au*

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

*Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua*

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

## Local Government

16. The purpose, role status and powers of Council are governed by the Local Government Act 2002 (“LGA”). Council’s purpose is to enable democratic local decision-making and action by, and on behalf of, its communities; and to promote the social, economic, environmental, and cultural well-being of its communities in the present and for the future. Council’s decisions are required to be made in accordance with the LGA particularly noting Council’s obligations under section 4 and Parts 2 and 6 that are intended to facilitate participation by Māori in local authority decision-making processes.

## Whanganui: Vision for Whanganui

17. Council encourages its community to participate in the local decision-making that supports an energised, united and thriving district that can offer abundant opportunities for everyone. This dialogue informs the plans and strategies that are designed to meet the needs of people now and into the future.
18. In 1840, the Crown entered through Te Tomokanga ki Te Matapihi into Te Whare Kāho o Whanganui. Since 1840, the values, rights and interests of Ngā Hapū o Te Iwi o Whanganui have been undermined by the Crown and other entities carrying out statutory functions on behalf of the Crown.
19. Establishing meaningful ways for Ngā Hapū o Te Iwi o Whanganui to better connect to local decision-making will strengthen our relationship for the betterment of all communities. Over recent years, there have been very positive collaborations between Ngā Hapū o Te Iwi o Whanganui and Council which the parties wish to continue long term.

## PARTIES

20. **Ngā Hapū o Te Iwi o Whanganui** is a collection of hapū that have rights and responsibilities to whenua, tāngata and te taiao within its Settlement Redress Area attached as **Schedule One**. It is

represented by Whanganui Lands Settlement Negotiations Trust (or nominee including any post settlement governance entity) for the purposes of this Agreement.

21. **Whanganui District Council** is a territorial authority constituted by Local Government (Manawatu-Whanganui Region) Reorganisation Order 1989 and is listed in Schedule 2, Part 2 of the Local Government Act 2002 and includes its successors. It is an elected Council that has statutory responsibilities to the communities in the area attached as **Schedule Two (“Council”)**. Amongst Council’s powers and obligations are those under the Resource Management Act 1991 (to be replaced by the Natural and Built Environments Act, the Spatial Planning Act and the Climate Change Adaptation Act) – collectively referred to in this Agreement as “the RMA”.

## INTENT AND SCOPE

22. The intent and scope of this Agreement is:
- (a) To reset and forge a relationship – including any future agreements or arrangements - between Council and Ngā Hapū o Te Iwi o Whanganui, governed by Te Tomokanga ki Te Matapihi me Ngā Mātāpono, and based on:
    - (i) Integrity, trust and mutual respect and benefit;
    - (ii) A shared commitment to the success of the relationship;
    - (iii) Open and transparent communication; and
    - (iv) An acknowledgement of the respective roles and responsibilities of both parties.
  - (b) To be a binding agreement that can secure the relationship between Council and Ngā Hapū o Te Iwi o Whanganui over the long term;
  - (c) To provide next steps and direction on processes to:
    - (i) Reset the relationship;
    - (ii) Explore and develop meaningful processes that enhance Ngā Hapū o Te Iwi o Whanganui’s involvement in all Council’s decision-making;
    - (iii) Explore and develop governance and management opportunities in relation to identified land and lakes;
    - (iv) Enable Council to successfully engage with Ngā Hapū o Te Iwi o Whanganui through continued Council understanding of Te Tomokanga, Tupu te Kawa and tikanga generally, supported by Ngā Hapū o Te Iwi o Whanganui.
  - (d) To provide for the development of social and economic strategies and mechanisms whereby the parties can work together for the benefit of Whanganui whenua, tāngata, and taiao;
  - (e) To provide a mechanism for how the parties will resolve disputes between the parties if they arise.

## **STATUS OF THE RELATIONSHIP AGREEMENT**

23. This Agreement:
- (a) Will be legally binding and enduring;
  - (b) Will be supported within the Ngā Hapū o Te Iwi o Whanganui settlement legislation with the intention of confirming the requirement for a future agreement between the parties based on Te Tomokanga ki Te Matapihi;
  - (c) Does not prevent the parties from reviewing, altering, or adding to this Agreement, or entering into any other agreement or arrangement by mutual agreement; and
  - (d) Is complementary to the rights and responsibilities provided for in Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

## **AGREEMENTS**

24. To give effect to Te Tomokanga ki Te Matapihi and the intent and scope of this Agreement the parties agree the matters set out below.

### **Resetting the Relationship**

25. The parties agree that its relationship will be governed by Te Tomokanga ki Te Matapihi and that all specific agreements captured in this Agreement and any future agreements or arrangements will respect and reflect:
- (a) Ngā Mātāpono o Whanganui;
  - (b) Tupua Te Kawa; and
  - (c) The respective roles and obligations of each party, including under statute.
26. The parties commit to the following next steps:
- (a) Within 12 months of the date of this Agreement the parties will explore and develop specific protocols and/or plans to:
    - (i) Cover communications between the parties including the management of confidential information;
    - (ii) Increase Council's understanding of Te Tomokanga ki Te Matapihi, Ngā Hapū o Te Iwi o Whanganui tikanga and history and the Ngā Hapū o Te Iwi o Whanganui Treaty settlement;
    - (iii) Increase Ngā Hapū o Te Iwi o Whanganui's understanding of Council's role, responsibilities and process obligations as a territorial authority;
    - (iv) Develop an ongoing programme of information sharing and mutual education to promote greater understanding of cross-cultural values and practices; and

- (v) Explore and develop meaningful processes that enhance Ngā Hapū o Te Iwi o Whanganui’s involvement in Council’s decision-making;
- (b) Annually (or as agreed by the parties) the parties will prepare a joint report on the health of the relationship and an assessment of compliance with the agreements made in this Agreement (“**Joint Relationship Report**”). This will be presented at a forum to be agreed by the parties;
- (c) A forum (frequency to be agreed by the parties) will be held between the Ngā Hapū o Te Iwi o Whanganui leadership and Council councillors/leadership team to conduct a health check on the relationship and receive the Joint Relationship Report.
- (d) With regards to costs involved in carrying out these steps, the parties will confirm fair arrangements with one another ahead of each key milestone/step.

### **Land and Lake Relationships**

- 27. Council acknowledges that it owns and/or manages land and lakes that:
  - (a) Are within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
  - (b) Are of significance to Ngā Hapū o Te Iwi o Whanganui; and
  - (c) Were the subject of historical Te Tiriti o Waitangi claims.
- 28. As an initial priority within the first six months from the date of this Agreement, the parties will continue to explore potential ownership, governance, management and administrative arrangements for the following sites:
  - (a) Part Queen’s Park/Pukenamu;
  - (b) Part Gonville Domain/Tāwhero;
  - (c) Kai Iwi Beach/Mōwhānau Reserve (Nukumarū Domain);
  - (d) Part of Lake Wiritōa bed;
  - (e) Recreation Reserve adjoining Lakes Wiritōa and Pauri (Sections 472, 513, 476); and
  - (f) Lake Pauri Marginal Strip;
  - (g) Kokohūia – landfill, remediation project;
  - (h) Te Pungarehu o Tutemangarewa (Pungarehu);
  - (i)
- 29. The parties intend for 128 hectares of grazing land on Airport Road and South Spit (“**Airport Land**”) to be transferred to Ngā Hapū o Te Iwi o Whanganui. The Airport Land forms part of, and is included in, Identifier 357927, Wellington Registry. It is intended that the Airport Land be transferred via the Ngā Hapū o Te Iwi o Whanganui settlement legislation. The parties will take all

necessary steps to enable this transfer. Within the first six months from the date of this Agreement:

- (a) Council will confirm the arrangements for the transfer of the Airport Land to Ngā Hapū o Te Iwi o Whanganui, including identifying options for transfer;
  - (b) The parties will formally document their commitment/agreement to the transfer of the Airport Land.
  - (c) These arrangements and documentation are will be referred back to both the Council and Ngā Hapū o Te Iwi o Whanganui for final confirmation.
30. Within 12 months of the date of this Agreement, the parties will explore potential approaches for a long-term strategy to:
- (a) Provide Ngā Hapū o Te Iwi o Whanganui with an opportunity to acquire Council-owned land, or where transfer is not possible, to provide a right of first refusal or long-term lease to Ngā Hapū o Te Iwi o Whanganui; and
  - (b) Provide a right of first refusal or long-term leases to Ngā Hapū o Te Iwi o Whanganui specifically over Harbour and City Endowments land proposed for disposal by Council.
31. Until the strategy has been produced, Council will engage with Ngā Hapū o Te Iwi o Whanganui over any proposed Council land disposal decisions.
32. The parties are not prevented from entering into any agreed arrangement relating to Council lands at any time prior to or after the long-term strategy is in place.

### **Socio-Economic Improvement**

33. The parties agree to continue to work together to improve the social and economic outcomes for all Whanganui people. To achieve this outcome the parties have agreed to a framework entitled 'Te Tomokanga Toitū te Whānau'.

### **Existing Ngā Hapū o Te Iwi o Whanganui Entities and Other Iwi Relationships**

34. The parties acknowledge that there are existing Ngā Hapū o Te Iwi o Whanganui entities that already have a relationship with Council. Within 12 months of this Agreement, Ngā Hapū o Te Iwi o Whanganui will conduct a review of those relationships and, along with the relevant entity, advise as to whether they will continue in their current form, or otherwise.
35. Ngā Hapū o Te Iwi o Whanganui acknowledge that Council may have other existing or future relationships with non-Ngā Hapū o Te Iwi o Whanganui hapū and iwi. Nothing in this Agreement seeks to undermine those relationships but, where appropriate, the parties agree to engage regarding the nature of such relationships and agreements, in accordance with Te Tomokanga ki Te Matapihi.
36. Nothing in this Agreement, or any future agreement, will restrict hapū of Ngā Hapū o Te Iwi o Whanganui from entering into informal or formal agreements with Council, or developing relationships directly with Council.



## **RESOURCING AND SUPPORT**

37. In line with Te Tomokanga ki Te Matapihi and the Intent and Scope of this Agreement, the parties acknowledge that resources will need to be invested into any activities/projects under this Agreement.
38. Within three months of the date of this Agreement, the parties will discuss and record an overall resourcing plan as part of this Agreement.
39. To the extent that Ngā Hapū o Te Iwi o Whanganui seek to have this Agreement and/or the requirement for a future agreement between the parties recorded/noted within the Ngā Hapū o Te Iwi o Whanganui settlement legislation, Council will actively support that.

## **REVIEW/AMENDMENT AND TERMINATION**

### **Review**

40. This Agreement will be reviewed every five years from the date of it being signed. The review process will be agreed by the parties but must include:
  - (a) The establishment of a review team made up of Council and Ngā Hapū o Te Iwi o Whanganui representatives together with an independent chair appointed by the agreement of the parties;
  - (b) The review team must produce a written report with recommendations for any changes to the Agreement;
  - (c) The review process must not take any longer than three (3) months and any changes must be agreed within five (5) months of the commencement of the review.
  - (d) Any disputes arising from the review and proposed changes will be addressed through the disputes process outlined below.

### **Amendments**

41. Any changes to this Agreement – including timeframes - must be made in writing by mutual agreement of the parties and must be underpinned by Te Tomokanga ki Te Matapihi.

### **Resolving Disputes**

42. If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters amongst relevant personnel within a reasonable timeframe.
43. If the process in clause 42 does not result in resolution of the dispute, the matter may be escalated to a meeting of the Chief Executive of the Council and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
44. If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the Mayor, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki

and the Mayor. The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.

45. If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
46. The costs of mediation are to be split equally between the parties.
47. At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this section.

### **Termination**

48. The parties do not intend to terminate its relationship or this Agreement and must take all reasonable steps to ensure the relationship endures and that this Agreement is upheld.
49. In the unlikely event that termination is considered necessary by either party, having taken all reasonable steps to uphold the Agreement and maintain the parties' relationship in line with Te Tomokanga ki Te Matapihi, the following process will be followed:
  - (a) The parties must follow the dispute resolution process referred to above before formal termination can occur;
  - (b) If termination is still considered necessary after this process, the party seeking to terminate must have a further internal discussion before a final decision to terminate is made; and
  - (c) The communication of the final decision to terminate must be made in person to the other party at a Marae nominated by Ngā Hapū o Te Iwi o Whanganui.

**SCHEDULE ONE**

**NGĀ HAPŪ O TE IWI O WHANGANUI SETTLEMENT REDRESS AREA MAP**

[to be included]

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**SCHEDULE TWO**

**WHANGANUI DISTRICT COUNCIL MAP**

[to be included]

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