



# Paetae Kotahitanga ki Te Tai Poutini

**Partnership Protocol**

## Mana Whakahono ā Rohe

**Resource Management Act  
Iwi Participation Arrangement**

A Protocol and Arrangement between

**Te Rūnanga o Ngāti Waewae  
Te Rūnanga o Makaawhio  
Te Rūnanga o Ngāi Tahu  
West Coast Regional Council**

**OCTOBER 2020**



**RANGITĀMIROTIA NGĀ KUPU  
O TĒNEI TŪTOHU**

**KI TE RANGI, KI TE WHENUA, KI UTA, KI TAI**

**INĀ! KO TE WHAKATINANATANGA  
O NGĀ TŌMINA**

**KŌKIRI, KOROWHITI, HE KURA TAKA PINI**

**KO AORAKI, KO TŪHUA,  
KO TŪTOKO KEI RUNGA**

**KO TE HŌRAPA O TE TAI POUTINI KEI RARO**

**TŪ TAPAHI, TŪ ROA, TŪ TONU**

**HE TATAU POUNAMU MŌ AKE TONU**

**MŌ TĀTOU, MŌ NGĀ URI Ā MURI AKE NEI**

Bind the words of this Protocol and Arrangement  
To the sky, to the land, to the coastline and to sea  
For this is the fulfillment of long held aspirations  
Together, in unison, we move forward  
Aoraki, Tūhua and Tūtoko stand tall above  
The outspread of the West Coast below  
A long standing partnership  
That promotes prosperity  
For us and our children after us



Paetae  
Kotahitanga  
ki Te Tai Poutini

Partnership  
Protocol

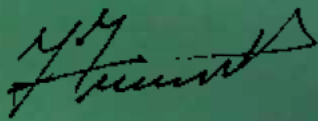
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Resource Management  
Act – Iwi Participation  
Arrangement

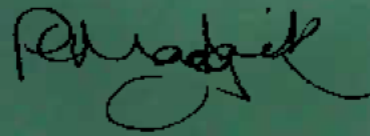
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This Protocol and Arrangement captures the intent of the Parties to progress their relationship in accordance with the Treaty of Waitangi partnership between iwi and the Crown.

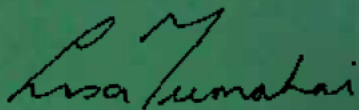
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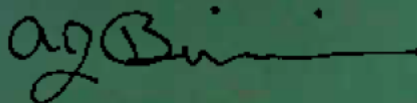
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22/10/2020



# Poutini Ngāi Tahu

## Te Rūnanga o Ngāi Tahu

Te Rūnanga o Ngāi Tahu is the tribal collective of Ngāi Tahu whānui, represented by 18 papatipu rūnanga throughout Te Waipounamu (South Island). It was established by the Te Rūnanga o Ngāi Tahu Act 1996 to give a legal identity to the tribe. Te Rūnanga o Ngāi Tahu are the 'iwi authority' and they manage collectively held Ngāi Tahu tribal settlements instruments and assets, and they also protect tribal interests.



## Te Rūnanga o Ngāti Waewae ▲

Te Rūnanga o Ngāti Waewae is the mandated representative body of Ngāti Waewae, a hapū of Ngāi Tahu. Their takiwā is centred on Arahura and Hokitika and extends from the north bank of the Pouerua River to Kahurangi and inland to the main divide. Ngāti Waewae shares the area between Hokitika and Pouerua with Ngāti Māhaki.

Te Rūnanga o Ngāti Waewae is based at Arahura Marae, where the whare tipuna (meeting house) is Tuhuru, named after a great fighting chief of Poutini Ngāi Tahu.



## ▲ Te Rūnanga o Makaawhio

Te Rūnanga o Makaawhio is the mandated representative body of Ngāti Māhaki ki Makaawhio, a hapū of Ngāi Tahu. Their takiwa is centred at Makaawhio (Jacobs River) and Mahitahi (Bruce Bay) and extends from the south bank of Hokitika River to Piopiotahi and inland to the main divide. Ngāti Māhaki share the area between Pouerua and Hokitika with Ngāti Waewae.

Te Rūnanga o Makaawhio is based at Te Tauraka Waka a Māui Marae at Mahitahi, where the whare tipuna is Kaipō, named after an ancestor of all Poutini Ngāi Tahu.



## **KO AORANGI TE MAUNGA**

Mt Cook is the peak

## **KO NGA TIRITIRI O TE MOANA TE TAHUHU**

The Southern Alps are the backbone

## **KO ROTOROA, KOTUKU-WHAKAOKO, KANIERE, MAHINAPUA, MATAHI, MAPOURIKI, WAHAPAKO, ŌKĀRITO, KAIRAUMATI, PARINGA, MOERAKI NGA ROTO WHAKAOHOARE**

The lakes are the water bodies

## **KO MAKAAWHIO ME ARAHURA NGĀ AWA**

Makaawhio and Arahura are the sacred rivers

## **KO POUTINI TE TANIWHA**

Poutini is the guardian taniwha

## **KO NGĀTI WAEWAE, NGĀTI MAHAKI NGA HAPU**

Ngāti Waewae and Ngāti Māhaki are the sub-tribes

## **KO POUTINI NGĀI TAHU TE IWI**

Poutini Ngāi Tahu are the people

**Document history**

Amendments to this Protocol and Arrangement are recorded and dated below to reflect the operative version.

<b>Version</b>	<b>Description</b>	<b>Date</b>
V1	Original document	

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Porarari River, Punakaiki



Paetae  
Kotahitanga  
ki Te Tai  
Poutini  
Partnership  
Protocol

## 1. Purpose and Principles

- 1.1 The purpose of this Protocol is to establish an enduring partnership between **Te Rūnanga o Ngāti Waewae, Te Rūnanga o Makaawhio** (for the purposes of this Protocol 'Papatipu Rūnanga') and **Te Rūnanga o Ngāi Tahu**, (for the purposes of this Protocol all three together are referred to as 'Poutini Ngāi Tahu') and **West Coast Regional Council** (the Council), within the rohe of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio (as shown in [Appendix 1](#)), and maintain the Protocol as an expression of the Treaty of Waitangi partnership between them.
- 1.2 Poutini Ngāi Tahu and the Council (**the Parties**) are committed to the long-term success of the partnership and enduring relationship, therefore will participate fully and contribute adequate resourcing at all levels, including governance (rangatira ki rangatira) and operational leadership, to implement this Protocol.
- 1.3 This Protocol informs any obligations of the Council to consult with Poutini Ngāi Tahu under the Local Government Act 2002, and all other legislation relevant to the Council and its duties and functions.

## 2. Governance Arrangements

- 2.1 The Council will facilitate an ongoing role for Papatipu Rūnanga in decision-making and resource management, incorporating appointment of nominated representative(s) from, or acting on behalf of, Te Rūnanga o Waewae and Te Rūnanga o Makaawhio to relevant Council committees and forums such as the Resource Management Committee.
- 2.2 Governance arrangements will enable Papatipu Rūnanga to engage as Treaty partners with the Council at the governance level regarding the economic, social and cultural well-being of Ngāi Tahu whānui and relevant resource management matters, including those referred to in the Mana Whakahono ā Rohe Arrangement.
- 2.3 The Parties will proceed with good faith with full and unrestricted access of Papatipu Rūnanga representative(s) to Council meetings, agendas and papers, including those to be considered "In Committee" or "public excluded".
- 2.4 Poutini Ngāi Tahu will hold information in confidence in the same manner and to the same degree as the Council and will not disclose or discuss such information with third Parties without prior consent from the Council.
- 2.5 The Parties understand that this arrangement provides for high quality engagement of Poutini Ngāi Tahu with the duties and functions of the Council and is mutually beneficial and reflective of a Treaty partnership approach.
- 2.6 Agreed processes and procedures associated with involvement of Papatipu Rūnanga in Council governance arrangements are attached as [Schedule 1](#).

## 3. Resourcing and Funding Arrangements

- 3.1 The Parties will work together on the allocation of resources each year and on a multi-year timeframe, providing clarity for both Parties regarding what will be required to support this Protocol and their relationship and a consistent Treaty partnership approach to the economic, social and cultural well-being of Ngāi Tahu whānui across all the relevant duties and functions of Council.

- 3.2** The Parties agree that Pōkeka Poutini Ngāi Tahu Limited, the joint Papatipu Rūnanga owned regional environmental consultancy, makes a valuable contribution to facilitating a Treaty partnership approach to resource management in the region. The Council will commit to an annual funding arrangement for Pōkeka Poutini Ngāi Tahu Limited for Council related resource management mahi.
- 3.3** Agreed resourcing and funding arrangements associated with satisfaction of this Protocol are attached as [Schedule 2](#) and will be reviewed annually. The first funding arrangement will commence on 1 July 2020.

## 4. Planning and Programmes

- 4.1** The Parties will work together to undertake long term planning related to drinking water, wastewater, stormwater, flood management and erosion protection infrastructure in the region (**local infrastructure**) as a means of improving alignment between Poutini Ngāi Tahu aspirations for water and coastal management and local authority responsibilities for local infrastructure.
- 4.2** The Parties will agree a pathway and timeframe to achieve improvement when issues with local infrastructure adversely impacting on Poutini Ngāi Tahu rights, interests and values are identified by Poutini Ngāi Tahu.
- 4.3** The following are identified as priority areas for improvement in local infrastructure that require a longer-term strategic approach agreed between the Parties, to reduce adverse impacts on Poutini Ngāi Tahu rights, interests and values:
- a) District Council discharges and/or industrial discharges to Buller River/Kawatiri, Hokitika River, Waiho/Waiiau River and Fox/Weheka River
  - b) Drinking water supplies
  - c) Flood protection infrastructure
  - d) Supporting infrastructure for marae and papakainga



Arahura River



## 5. Council Performance and Practice

- 5.1** Induction materials for Councillors and Council staff shall be co-developed with Poutini Ngāi Tahu and the Parties will work together to facilitate training that supports implementation of this Protocol, utilising Pokeka Poutini Ngāi Tahu Limited. Each triennium, the newly elected Council shall attend a cultural induction session at Arahura Marae.
- 5.2** In circumstances where the Council is applying for resource consents that are likely to impact Poutini Ngāi Tahu values, Council will:
- a) recognise the interaction of its activities with matters of importance to Poutini Ngāi Tahu;
  - b) actively engage with Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio during planning of activities and operation of resource consents relevant to their respective rohe;
  - c) prepare to avoid, and otherwise minimise harm to Poutini Ngāi Tahu rights, interests and values, employing appropriate remediation or mitigation, as guided by Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio, and Te Rūnanga o Ngāi Tahu when instruments of Crown Treaty Settlement are involved; and
  - d) abide by any additional protocols developed in partnership with Poutini Ngāi Tahu.
- 5.3** Council will work with Poutini Ngāi Tahu to create protocols with all Council Controlled Organisations, to ensure that these organisations meet the same standards as Council when applying for resource consents for their activities, and that their activities are consistent with Poutini Ngāi Tahu aspirations for resource management in the region. The written protocols will be in place by 30 June 2021.
- 5.4** The Council shall consider putting forward a proposal to change its official name to one that has a cultural connection. Any name change will be developed working closely with Te Rūnanga o Ngāti Waewae, Te Rūnanga o Makaawhio and Te Rūnanga o Ngāi Tahu.

## 6. Relationships with other Parties and Agencies

- 6.1** The Parties agree that there is a connection between the responsibilities of Council for land and freshwater management, historic heritage, biodiversity and pest control, and regional economic development and the responsibilities of other agencies, such that there is a need to establish an integrated approach to planning and decision-making between the Parties and these other Agencies.
- 6.2** The Parties will establish methods to enable co-ordination with the Agencies referred to in the table in [Schedule 3](#), which may include regular forums, systems or protocols; and a record of any agreed methods will be incorporated into [Schedule 3](#).
- 6.3** The Council is aware that Poutini Ngāi Tahu has applied for a Customary Marine Title area which includes the West Coast region. The Parties will include details on how Customary Marine Title areas are to be included in RMA processes when any Customary Marine Title areas in the region have been recognised under the Marine and Coastal Area (Takutai Moana) Act 2011 or any subsequent Act.



Te Moeka o Tuawe/Fox Glacier



# Mana Whakahono ā Rohe

**Resource  
Management  
Act – Iwi  
Participation  
Arrangement**

## 1. Purpose and Principles

- 1.1 This Arrangement gives effect to the Treaty of Waitangi partnership between **Te Rūnanga o Ngāti Waewae** and **Te Rūnanga o Makaawhio** representing mana whenua and **Te Rūnanga o Ngāti Tahu** representing Ngāti Tahu whānui (with all three collectively referred to as '**Poutini Ngāti Tahu**' in this Arrangement), and the **West Coast Regional Council** ('the Council'), within the context of the Resource Management Act 1991.
- 1.2 Where the Act references an iwi authority this means Te Rūnanga o Ngāti Tahu, in accordance with the Te Rūnanga o Ngāti Tahu Act 1996.
- 1.3 For the purposes of implementing this Arrangement, the primary relationship is between the Council and mana whenua, represented by Te Rūnanga o Ngāti Waewae within the rohe of Ngāti Waewae and by Te Rūnanga o Makaawhio within the rohe of Ngāti Māhaki as shown in the map in [Appendix 1](#).
- 1.4 Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio may enable Pokeka Poutini Ngāti Tahu Limited, the jointly owned Papatipu Rūnanga regional environmental consultancy, to facilitate the implementation of parts of this Arrangement in accordance with any relevant schedules and any instructions provided by Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio to the Council.
- 1.5 Where instruments of the Crown Treaty Settlement with Poutini Ngāti Tahu, referenced in the Ngāti Tahu Claims Settlement Act 1998 ([refer to Clause 3.6](#)), are the subject of Council processes, engagements with Papatipu Rūnanga around these instruments will also make provision for engagement with Te Rūnanga o Ngāti Tahu.
- 1.6 Council recognises that Te Rūnanga o Ngāti Waewae, Te Rūnanga o Makaawhio, Pokeka Poutini Ngāti Tahu Limited and Te Rūnanga o Ngāti Tahu will work together to achieve Poutini Ngāti Tahu objectives for resource management within the rohe of Ngāti Waewae and Ngāti Māhaki.
- 1.7 The Parties understand that: the economic, social and cultural well-being of Poutini Ngāti Tahu; the relationship of Poutini Ngāti Tahu and their culture and traditions with ancestral lands, waters, sites, wāhi tapu, and associated taonga; the principles of the Treaty of Waitangi; and the kaitiakitanga responsibilities of mana whenua are all matters relevant to the purpose of the Act.
- 1.8 The purpose of this Arrangement is set out in section 58M of the Act. The Parties acknowledge that this Arrangement must be implemented in accordance with the Act and, where applicable, the principles of fairness and natural justice, notwithstanding any other provision in this Arrangement.

## 2. Responses to National Direction

- 2.1 In situations where proposed changes to the Act or instruments of national direction (including national policy statements, national environmental standards, national planning standards and regulations) are likely to have an impact on implementation of this Arrangement or on the roles and responsibilities of the Parties, the Parties will collaborate on responses to those changes that support the intention of this Arrangement and its continued implementation, to the extent that the integrity of response of each Party is retained. This collaboration will occur during the pre-notification scoping phase and during the public notification stage of consultation.
- 2.2 At the time that any changes are made to the Act or instruments of national direction, or new instruments are proposed, the Parties will together review the effect of those changes on this Arrangement and assess the need for any amendment to this Arrangement or its schedules.
- 2.3 Where there is a difference of opinion regarding any amendment to this Arrangement or its schedules, the dispute resolution process contained in this Arrangement will apply.

## 3. Relationship to Treaty of Waitangi Settlement

### Ngāi Tahu Claims Settlement Act 1998

- 3.1** The Ngāi Tahu Claims Settlement Act 1998, and Treaty principles as expressed by the Courts and the Waitangi Tribunal, referenced in [Appendix 2](#), will be:
- a) included within induction materials for Councillors and Council staff with duties and functions under the Resource Management Act;
  - b) incorporated in Council planning instruments and referenced in the development of their content.

### Mahinga Kai

- 3.2** Council recognises the primary relationship of Poutini Ngāi Tahu with mahinga kai resources, and the findings of the Waitangi Tribunal in relation to Te Kēreme, the Ngāi Tahu Claim, as recorded in the [Ngāi Tahu Report 1991](#)<sup>1</sup>, regarding loss of mahinga kai as a consequence of Crown failures to uphold Te Tiriti o Waitangi.
- 3.3** The Parties will work together utilising statutory and non-statutory measures to maintain, protect and restore mahinga kai habitats and populations in accordance with Poutini Ngāi Tahu tikanga, whilst improving Poutini Ngāi Tahu access to these resources.
- 3.4** In accordance with a Treaty partnership approach to improving the abundance, accessibility and food safety of mahinga kai, Council planning and decision-making will be informed by:
- a) The Ngāi Tahu Claims Settlement Act 1998;
  - b) content of relevant Poutini Ngāi Tahu iwi management plans and mahinga kai plans;
  - c) Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu sources;
  - d) Poutini Ngāi Tahu understanding of Te Mana o Te Wai, as included in [Schedule A](#); and
  - e) Customary protection area management plans for customary fisheries.
- 3.5** The Parties will agree a pathway and timeframe to achieve improvement when issues of adverse impacts on mahinga kai resources, and/or ability to access these resources, are identified by Poutini Ngāi Tahu. The Parties will consider the processes documented in [Schedule B](#) and [Schedule E](#) when determining this pathway and timeframe.

### Specific Settlement Instruments

- 3.6** The following are recognised as significant to Poutini Ngāi Tahu:
- a) Statutory Acknowledgement Areas and Tōpuni (listed in [Appendix 3](#)) provided for in the Ngāi Tahu Claims Settlement Act 1998 (NTCSA), which are enduring records of the relationship of Ngāi Tahu whānui and their culture and traditions with particular ancestral lands, waters, sites, wāhi tapu, and associated taonga;

<sup>1</sup> Refer to the Ngāi Tahu claim, Wai 27, on the Waitangi Tribunal website, [www.waitangitribunal.govt.nz](http://www.waitangitribunal.govt.nz), which links to the Department of Justice online records, at the following web address (May 2019) [https://forms.justice.govt.nz/search/Documents/WT/wt\\_DOC\\_68476209/Wai27.pdf](https://forms.justice.govt.nz/search/Documents/WT/wt_DOC_68476209/Wai27.pdf)

- b) **Nohoanga** (listed in [Appendix 3](#)) provided for in the NTSCA, which are sites that enable access to mahinga kai and a primary connection for Ngāi Tahu whānui and their culture and traditions with ancestral lands, waters, sites, wāhi tapu, and associated taonga;
  - c) **Customary Fisheries** (listed in [Appendix 3](#)) referenced in the NTSCA, and customary fisheries recognised under Fisheries legislation and the Customary Fisheries Regulations, including Tangata Tiaki/Kaitiaki areas of management responsibility and customarily managed areas recorded as mātaimai, taiāpure, or special regulatory protection areas (customary protection areas), which are taonga species and wāhi taonga;
  - d) lands vested in Ngāi Tahu, including those lands referenced in the NTSCA, plus any other land owned in freehold by Te Rūnanga o Ngāi Tahu, Te Rūnanga o Ngāti Waewae or Te Rūnanga o Makaawhio, (collectively referred to in this Arrangement as Ngāi Tahu Lands, as specified in [Appendix 3](#) which shall be populated by 1 July 2021), with connections to mahinga kai and cultural practices noted; and
  - e) **Pounamu**, as vested in Te Rūnanga o Ngāi Tahu in accordance with the Ngāi Tahu (Pounamu Vesting) Act 1997, and **Pounamu Management Areas** identified by Poutini Ngāi Tahu, including within any iwi management plan.
- 3.7** Poutini Ngāi Tahu expectations for the management of ancestral lands, waters, sites, wāhi tapu, and associated taonga, including Statutory Acknowledgement Areas, Tōpuni, Nohoanga, Customary Fisheries, Ngāi Tahu Lands, Pounamu and Pounamu Management Areas, including those expressed in any iwi management plan, will be recognised and provided for in Council decision-making, taking into account the principles of the Treaty of Waitangi.
- 3.8** Poutini Ngāi Tahu relationship with ancestral lands, waters, sites, wāhi tapu, and associated taonga, including Statutory Acknowledgement Areas, Tōpuni, Nohoanga, Customary Fisheries, Ngāi Tahu Lands, Pounamu and Pounamu Management Areas, provides a foundation that will inform the development of, and/or the Council assessment of, any Water Conservation Orders, policy statements and plans relevant to them.
- 3.9** The following will be incorporated within e-Plan regional planning instruments:
- a) the text of Statutory Acknowledgement Areas and Tōpuni in full;
  - b) the location of Nohoanga sites and statutory requirements associated with them;
  - c) taonga fish species and the location of mātaimai, taiāpure and customary protection areas for Customary Fisheries;
  - d) the location of Ngāi Tahu Lands (as referenced in Clause 3.6(d)); and
  - e) the location of Pounamu Management Areas identified by Ngāi Tahu.
- 3.10** The Parties will work together to ensure that the condition, encompassing mauri and overall well-being, of Statutory Acknowledgement Areas, Tōpuni, Nohoanga, Customary Fisheries, Ngāi Tahu Lands, Pounamu and Pounamu Management Areas is maintained, and improved/enhanced in situations where Ngāi Tahu relationship with them has been compromised.
- 3.11** With reference to Clause 3.10, the following are identified by Papatipu Rūnanga as existing priority areas for maintenance and/or improvement in condition:
- a) Grey River/Mawhera;
  - b) Buller River/Kawatiri;
  - c) Taramakau River
  - d) Waiau/Waiho; and
  - e) Mahitahi River

- 3.12** Achieving improvement in accordance with this Arrangement will include working together through the development of, and/or assessment of, any Water Conservation Orders, provisions in policy statements and plans, designations, heritage orders and resource consents, as well as through active relationships with other relevant Parties and agencies (with reference to *Patae Kotahitanga ki Te Tai Poutini/the Treaty Partnership Protocol*).
- 3.13** When considering whether any proposed activity is on or adjacent to, or may affect, Statutory Acknowledgement Areas, Tōpuni, Nohoanga, Customary Fisheries, Ngāi Tahu Lands, Pounamu and Pounamu Management Areas, Council decisions will recognise the interconnectedness of lands and waters and take a broad view of what may affect an area or taonga, guided by mana whenua concerns and Poutini Ngāi Tahu understanding of Te Mana o te Wai (refer to [Schedule A](#)).
- 3.14** Council recognises the whakapapa relationship of Poutini Ngāi Tahu with Statutory Acknowledgement Areas, Tōpuni, Nohoanga, Customary Fisheries, Ngāi Tahu Lands, Pounamu and Pounamu Management Areas and that any impact on these taonga may be considered an impact on Poutini Ngāi Tahu.
- 3.15** In practice, this will mean that Council will engage with Te Rūnanga o Ngāti Waewae, Te Rūnanga o Makaawhio and Te Rūnanga o Ngāi Tahu before determining whether they will or will not be adversely affected by proposed resource consent activities within, adjacent to or impacting on Statutory Acknowledgement Areas, Tōpuni, Nohoanga, Customary Fisheries, Ngāi Tahu Lands, Pounamu and Pounamu Management Areas.
- 3.16** The Parties will agree and maintain a process to facilitate Te Rūnanga o Ngāti Waewae, Te Rūnanga o Makaawhio and Te Rūnanga o Ngāi Tahu participation in decisions as to the scale and scope of impacts on Statutory Acknowledgement Areas, Tōpuni, Nohoanga, Customary Fisheries, Ngāi Tahu Lands, Pounamu and Pounamu Management Areas that enables impacts on these taonga to be appropriately recognised and addressed.
- 3.17** This agreed process, has been included within [Schedule B](#), and shall be in operation within the first year of commencement of this Arrangement.

### Poutini Ngāi Tahu Heritage

- 3.18** Council recognises that aspects of historic heritage and cultural landscapes, including: cultural practices and surroundings associated with the natural and physical resources required to undertake those practices (e.g. mahinga kai); wāhi tūpuna, wāhi tapu, urupā, Poutini Ngāi Tahu archaeological and cultural sites; kōiwi tangata, taonga and Ngāi Tahu archaeological and cultural material; collectively referenced in this Arrangement as Poutini Ngāi Tahu Heritage, are significant in the context of the Poutini Ngāi Tahu relationship with ancestral lands, waters, sites, wāhi tapu, and associated taonga.
- 3.19** The Parties will work together to support Poutini Ngāi Tahu initiatives to protect and enhance Poutini Ngāi Tahu Heritage, and to ensure that areas associated with **Poutini Ngāi Tahu Heritage** are given priority as areas of restoration and enhancement activity, protection, and mana whenua access and use, including through the use of planning instruments and relationships with other relevant Parties and agencies.
- 3.20** Poutini Ngāi Tahu objectives for, and its relationship with, Poutini Ngāi Tahu Heritage will be recognised and provided for in the development of, and/or assessment of, any Water Conservation Orders and regional policy statements and plans relevant to them, in addition to recording Poutini Ngāi Tahu Heritage areas within planning instruments.

- 3.21** Council recognises the whakapapa relationship of Poutini Ngāi Tahu with Poutini Ngāi Tahu Heritage, and that any impact on aspects of Poutini Ngāi Tahu Heritage is an impact on Poutini Ngāi Tahu.
- 3.22** In practice, this will mean that Council is likely to consider Poutini Ngāi Tahu to be affected Parties in respect of any activities that have the potential for at least minor effects on Poutini Ngāi Tahu Heritage.
- 3.23** The Parties will facilitate Poutini Ngāi Tahu participation in Council decisions as to the scale and scope of impacts on Poutini Ngāi Tahu Heritage, in order to enable impacts on Poutini Ngāi Tahu Heritage to be appropriately recognised and addressed, in accordance with the process outlined in [Schedule B](#), which shall be in operation within the first year of commencement of this Arrangement.

### Nohoanga Provisions

- 3.24** The purpose of this section is to enable Poutini Ngāi Tahu to engage in the full range of cultural practices associated with Nohoanga sites, within a surrounding environment that supports the values of the site.
- 3.25** Council recognises that Nohoanga entitlements were created and granted for the purpose of permitting members of Ngāi Tahu Whānui to temporarily occupy land close to waterways on a non-commercial basis, so as to have access to waterways for lawful fishing and gathering of other natural resources.
- 3.26** Council understands that Poutini Ngāi Tahu objectives for Nohoanga include vehicle access and access to facilities, habitat restoration, abundance of mahinga kai, including kai that is safe for human consumption, and uninterrupted enjoyment of each site. Poutini Ngāi Tahu recognises that the Council does not have statutory jurisdiction over all the matters required to achieve their objectives for Nohoanga.
- 3.27** The Parties will work together to ensure that areas associated with active Nohoanga sites are given priority as areas of restoration activity, protection, and Poutini Ngāi Tahu access, including through development, and/or assessment of, any Water Conservation Orders, provisions in policy statements and plans, designations, heritage orders and resource consents, as well as through active relationships with other relevant Parties and agencies (with reference to *Patae Kotahitanga ki Te Tai Poutini – Partnership Protocol*).

### Customary Fisheries Provisions

- 3.28** The Parties will work together to support Poutini Ngāi Tahu aspirations that Customary Fisheries, including mātaītai, taiapure and customary protection areas, contain kai that is safe for human consumption, including through the development of, and/or assessment of, any Water Conservation Orders, policy statements and plans, designations, heritage orders and resource consents, as well as through relationships with other relevant Parties and agencies (with reference to *Patae Kotahitanga ki Te Tai Poutini – Partnership Protocol*).
- 3.29** Council will work with Poutini Ngāi Tahu to develop and implement relevant monitoring, research, restoration and protection activities that support Customary Fisheries, in conjunction with other relevant Parties and agencies (with reference to *Patae Kotahitanga ki Te Tai Poutini – Partnership Protocol*).

## Provisions for Ngāi Tahu Lands

- 3.30** There are multiple barriers to the development of Ngāi Tahu Lands (Ngāi Tahu Lands are defined in Clause 3.6(d)). These include matters which are outside of the statutory scope of the Council, such as: the difficulty of obtaining loans for land that is in multiple-ownership; different views of the various owners of multiple-owned land; the cost of development, and a lack of coordinated services and advice from the courts, central government and local authorities. The Council will support Poutini Ngāi Tahu aspirations for development of Ngāi Tahu Lands by retaining enabling policy direction in its Regional Policy Statement and supporting the use of permitted activity thresholds, controlled activities and non-notification provisions in regional and district plans in relation to Ngāi Tahu Lands.

## Papakāinga Provisions

- 3.31** Council recognises the impact of historic Treaty of Waitangi breaches and land losses on Ngāi Tahu whānui, and as part of a Treaty partnership approach to resource management will support Poutini Ngāi Tahu initiatives to develop Papakāinga. The Council will support the inclusion of permissive planning provisions in regional and district plans to enable Poutini Ngāi Tahu aspirations for the development of Papakainga.
- 3.32** In this Arrangement Papakainga provisions relate to provisions to enable the use and development of land for a range of residential and non-residential activities<sup>2</sup> in accordance with tikanga Māori, to support the social, cultural and economic well-being of Poutini Ngāi Tahu whānui.

<sup>2</sup> The types of activities could include but are not limited to: marae complexes, residential units and kaumātua units, community activities such as health care facilities, education facilities, recreation facilities, urupā, convenience activities such as rural produce retail and commercial services including veterinary care facilities and rural tourism activity, offices, markets, farm buildings, conservation activities.



### Pounamu Management Areas

- 3.33** The purpose of this section is to enable Te Rūnanga o Ngāi Tahu (as the lawful owner of natural state pounamu), Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio to exercise rangatiratanga in relation to this customary resource, incorporating Council approaches that support Kaitiaki Pounamu preferences for pounamu management as expressed by Papatipu Rūnanga, including within any relevant iwi management plan.
- 3.34** The Parties will work together to ensure that pounamu management areas are given priority as areas of protection and Poutini Ngāi Tahu whānui access, including through the use of local planning instruments and through relationships with other relevant Parties and agencies (with reference to *Patae Kotahitanga ki Te Tai Poutini – the Partnership Protocol*). (See also [Settlement Instruments](#) section.)

### Aotea Management Area

- 3.35** The purpose of this section is to enable Te Rūnanga o Makaawhio to exercise rangatiratanga in relation to their taonga aotea as sourced from the Makaawhio River and surrounding beaches, incorporating Council approaches that support preferences for aotea management as expressed by Te Rūnanga o Makaawhio, including within any relevant management plan.
- 3.36** The Parties will work together to ensure that any Aotea Management Area is given priority as an area of protection and Ngāti Māhaki whānui access, including through the use of local planning instruments and through relationships with other relevant Parties and agencies (with reference to *Patae Kotahitanga ki Te Tai Poutini – the Partnership Protocol*).

## 4. Iwi Management Plans

- 4.1** Upon request from Poutini Ngāi Tahu, the Council will support the development or amendment of iwi management plan/s that record the positions of mana whenua in relation to a range of resource management matters, establishing Arrangement as to process, timeframe and resources needed to complete the process.
- 4.2** Te Rūnanga o Ngāti Waewae, Te Rūnanga o Makaawhio and Te Rūnanga o Ngāi Tahu may provide Council with updated policy or positions at any time and advise that these are to constitute an iwi management plan or an addition or amendment to an existing iwi management plan, which shall be accorded iwi management plan status by Council.
- 4.3** Iwi management plans shall inform the development of Council policies, planning frameworks, instruments and documents, as well as decisions on individual resource consent applications. The Parties agree that acting in accordance with iwi management plans is a primary means by which a Treaty partnership approach to resource management in the region can be achieved.

## 5. Resource Consents and Affected Party Status

- 5.1** The Parties understand that timely, efficient, consistent, and cost-effective resource consent processes will be established in a manner that appropriately recognises effects of activities on Poutini Ngāi Tahu, as outlined in this Arrangement.

- 5.2** Limited notification of resource consent applications is appropriate where there are at least minor effects on Papatipu Rūnanga (or either of them) and Te Rūnanga o Ngāi Tahu or solely on Papatipu Rūnanga (or either of them) and written approval/s from Papatipu Rūnanga or Te Rūnanga o Ngāi Tahu has not been obtained. Limited notification provides a statutory timeframe within which Poutini Ngāi Tahu and / or Papatipu Rūnanga (or either of them) may decide to provide written approval, make a submission, or decide not to lodge a submission.

## 6. Decision-making Panels and Hearings

### Hearing Commissioners

- 6.1** The Parties recognise the value of having registered Ngāi Tahu tribal members trained as hearing commissioners available for appointment as decision-makers on hearing panels. The Council will support and help fund the training of Papatipu Rūnanga approved Poutini Ngāi Tahu whānui to become certified resource management hearing commissioners.
- 6.2** Registered Ngāi Tahu tribal members trained as hearing commissioners that are approved by Te Rūnanga o Ngāi Tahu and Te Rūnanga o Makaawhio will be regularly supported into decision-making roles through Council practices and processes.
- 6.3** The process for consultation on hearing commissioner appointments, relevant to the full range of decision-making roles (e.g. resource consent hearing panels, review panels, plan and policy statement hearing panels, designation and heritage order panels), as outlined in [Schedule C](#), shall be established and in operation within the first year of commencement of this arrangement. It is understood that Council may at times appoint a single commissioner (councilor or independent commissioner) for consent hearings for small scale consent decisions. Where a single commissioner on resource consent hearings is to be appointed, Poutini Ngāi Tahu will be consulted in cases where Poutini Ngāi Tahu, or either Papatipu Rūnanga has been identified as an affected party or has expressed an interest in the consent application with the Council.
- 6.4** The Parties will favour a balanced mix of independently appointed decision-makers and elected decision makers where a hearing panel or review panel has been convened.
- 6.5** Where perceived conflicts of interest arise in relation to hearing commissioner appointments, the Parties agree that a registered Ngāi Tahu tribal member who is trained as a hearing commissioner will continue to sit on the hearing panel on matters related to Poutini Ngāi Tahu rights, interests and values, and that their Ngāi Tahu whakapapa does not in itself constitute a conflict of interest. It should be noted that the principles of fairness and natural justice apply to all hearings.

### Hearing and Evidence Protocols

- 6.6** All hearing commissioners appointed to hearing panels will adhere to a standard protocol regarding the holding of hearings at marae, where requested by Poutini Ngāi Tahu, and shall enable hearings to be held at marae in accordance with tikanga, in a culturally appropriate manner, understanding that this is consistent with Section 39 of the Act, the principles of the Treaty of Waitangi and recognition of Ngāi Tahu as Treaty partner with the Council.
- 6.7** All hearing commissioners appointed to hearing panels must also adhere to a standard protocol regarding submissions and evidence provided by Poutini Ngāi Tahu, particularly cultural evidence, which may face challenges regarding methods of delivery and distinctions regarding expert evidence, such that commissioner directions shall not adversely impact on the ability of Poutini Ngāi Tahu to deliver cultural evidence in accordance with tikanga and in the interests of fully informed decision-making in a manner that accords with the principles of the Treaty of Waitangi.



Cockles gathered at low tide

- 6.8 A standard protocol to guide commissioners regarding hearings at marae and Poutini Ngāi Tahu evidence will be agreed and established between the Parties within one year of the commencement of this Arrangement, to be attached as [Schedule D](#). A draft is currently attached.

## 7. Monitoring and Enforcement

### Environmental Monitoring

- 7.1 The Parties will work together to ensure that culturally relevant environmental monitoring programmes are designed that address Poutini Ngāi Tahu interests and concerns (including through the incorporation of mātauranga Poutini Ngāi Tahu and cultural monitoring tools endorsed by mana whenua), and are developed and consistently implemented as a component of Council monitoring and reporting practices and processes.
- 7.2 The Parties recognise that building a culturally relevant environmental monitoring programme will enable Poutini Ngāi Tahu to support Council reporting responsibilities at the national level, as well as ensuring there is culturally relevant data available to inform local planning processes.
- 7.3 The Parties also recognise that achieving a culturally relevant monitoring programme will require dedicated and consistent resourcing, alongside a progressive approach that enables on-going improvement to the programme over time.
- 7.4 When contracting aspects of an agreed culturally relevant monitoring programme, Council practice will enable suitably trained and experienced persons, approved by Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio, to apply for contracted roles, through tendering processes or otherwise that take into account relevant cultural expertise.

## Reports to the Crown

- 7.5** When Council report to the Crown on matters relevant to the relationship with Poutini Ngāi Tahu (e.g. implementation of the National Policy Statement for Freshwater Management, environmental monitoring that incorporates mātauranga Māori, implementation of Mana Whakahono ā Rohe), such reports will incorporate and accommodate the perspective and experience of Poutini Ngāi Tahu as expressed by Poutini Ngāi Tahu, including through any reports provided to the Council by Poutini Ngāi Tahu relevant to these matters.

## Resource Consents Monitoring, Compliance and Enforcement

- 7.6** The agreed approach to resource consent monitoring, compliance and enforcement that incorporates protocols relevant to application of a Treaty partnership approach, including protection of Poutini Ngāi Tahu rights, interests and values, as outlined in [Schedule E](#), will be in operation within the first year of commencement of this Arrangement.
- 7.7** Council recognises that the practice of granting retrospective consents for unlawful activities or breaches of consent conditions is not consistent with a Treaty partnership approach to resource management, as the ability of Poutini Ngāi Tahu to influence the activity is greatly diminished, and undesirable consent holder/applicant behaviour is rewarded. The Council and Poutini Ngāi Tahu acknowledge that where applications are made to Council it must consider the applications on the merits. The Council will try to achieve the best outcome possible in the circumstances.
- 7.8** Council will provide Poutini Ngāi Tahu with information relating to unlawful activity or significant breaches of consent conditions, providing the opportunity for Poutini Ngāi Tahu to advise Council of any impacts of the activity or breach on Poutini Ngāi Tahu rights, interests and values.
- 7.9** In the event that unlawful activity has had an adverse impact on Poutini Ngāi Tahu rights, interests and values, Council will work with Poutini Ngāi Tahu towards determining appropriate remedial action, depending on the nature of the impact and the extent of remedial action.
- 7.10** In circumstances where relevant review conditions are included within resource consents and new planning provisions enable improvement in practice (e.g. land use and freshwater management), Council will work with Poutini Ngāi Tahu to identify potential for review, and when appropriate, a timeframe and resources that enable reviews to be completed in a manner that gives effect to the new planning provisions and addresses Poutini Ngāi Tahu rights, interests and values.

# 8. Development of Planning Instruments

## National Direction

- 8.1** When National Planning Standards are introduced that provide for choices to be made between a number of options, Council will work with Poutini Ngāi Tahu to assess the impacts of each option on matters of importance to Poutini Ngāi Tahu and reflect Poutini Ngāi Tahu advice in decisions to select a particular option for implementation in the region.
- 8.2** As National Planning Standards and other instruments of National Direction can result in consequential amendments to existing planning instruments, Poutini Ngāi Tahu will be given time to review these amendments to the existing planning instruments to ensure there are no unintended impacts on matters of importance to mana whenua, enabling options to be considered and progressed that will address any concerns arising from consequential amendments.



Thunder Creek Falls

## Forward Work Programme

- 8.3** The Parties will work together to develop and refine processes, policies, planning frameworks, instruments and documents so that they support a Treaty partnership approach to resource management, incorporating:
- a) the Ngāi Tahu Claims Settlement Act 1998;
  - b) content of relevant Poutini Ngāi Tahu iwi management plans;
  - c) information sourced from Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu;
  - d) Poutini Ngāi Tahu understanding of Te Mana o Te Wai (refer to [Schedule A](#));
  - e) Customary protection area management plans for customary fisheries; and
  - f) Statutory functions under the RMA.
- 8.4** Elements referred to in Clause 8.3 are recognised by the Parties as the foundation for formation and refinement of policies, planning frameworks, instruments and documents, functioning like rocks in the river, around which other issues and matters for consideration must flow.
- 8.5** The Parties will develop a forward work programme, to be reviewed annually, that addresses changes to the existing regional planning framework that may be needed to support a Treaty partnership approach to resource management in the region.
- 8.6** The Parties will actively engage with other relevant Parties and agencies (with reference to *Patae Kotahitanga ki Te Tai Poutini – Partnership Protocol*) to build on policies, planning frameworks, instruments and documents, ensuring that these have the best chance of succeeding upon implementation.

## Freshwater Management

- 8.7** As Council implements the National Policy Statement for Freshwater Management (Freshwater NPS), the Poutini Ngāi Tahu understanding of Te Mana o te Wai (refer to [Schedule A](#)) will be identified and reflected in Council processes and decisions.
- 8.8** Council will work with Poutini Ngāi Tahu to set and manage freshwater management units, as required by the Freshwater NPS.
- 8.9** Poutini Ngāi Tahu advice will guide the final shape of, and management framework for, freshwater management units, with reference to:
- a) Instruments of the Ngāi Tahu Settlement (refer to Clause 3.8);
  - b) matters of importance to Poutini Ngāi Tahu as recorded in relevant iwi management plans and in information provided by Poutini Ngāi Tahu; and
  - c) the Poutini Ngāi Tahu understanding of Te Mana o Te Wai (refer to [Schedule A](#)).
- 8.10** During the setting of freshwater objectives and limits within a Freshwater Management Unit policies, planning frameworks, instruments and documents will recognise the importance of the ability for Poutini Ngāi Tahu to access and use freshwater, and will provide for an allocation to be used for ahi kā, mahinga kai and kaitiakitanga purposes, unless otherwise indicated by Poutini Ngāi Tahu.

## Planning Instruments and Pre-notification

- 8.11** During the development of, and/or assessment of Water Conservation Orders, plans or policy statements, including variations or changes, and any associated instruments that support regional planning, Council will work with Poutini Ngāi Tahu, with the timeframe to be agreed in each case, allowing for substantive Poutini Ngāi Tahu input, including co-drafting, review and comment, as part of the process of partnering to develop and refine policies, planning frameworks, instruments and documents.
- 8.12** Provision of a pre-notification copy of proposals, in accordance with the Act, will occur as a formal step following on from the act of co-creation.
- 8.13** Evaluation of proposals, in accordance with statutory requirements, will incorporate Poutini Ngāi Tahu advice regarding costs and benefits in relation to Poutini Ngāi Tahu economic, social and cultural well-being; the relationship of Poutini Ngāi Tahu whānui and their culture and traditions with ancestral lands, waters, sites, wāhi tapu, and associated taonga; the principles of Te Tiriti o Waitangi; and the kaitiakitanga responsibilities of mana whenua.

## Limited Notification of Planning Instruments

- 8.14** Use of the limited notified plan or policy statement change processes shall involve preliminary discussion between Council and Poutini Ngāi Tahu regarding implications for Poutini Ngāi Tahu rights, interests and values.
- 8.15** Any Council decision to proceed with limited notification or full notification will reflect Poutini Ngāi Tahu advice regarding effects on Poutini Ngāi Tahu rights, interests and values. Poutini Ngāi Tahu will be notified whenever actual or potential effects on Poutini Ngāi Tahu rights, interests and values have been identified by Poutini Ngāi Tahu.

## Collaborative Process

- 8.16** When determining whether or not to initiate a collaborative planning process, the Council will seek input from Poutini Ngāi Tahu in advance of making this decision, and incorporate any concerns or matters raised by Poutini Ngāi Tahu in the final decision, including consideration of:
- a) the need to ensure a Treaty partnership approach, providing for Poutini Ngāi Tahu to have a shared role in shaping processes and development of proposals, beyond the role of stakeholder; and
  - b) the resources needed to enable an effective collaborative process, taking into account the commitment required from all Parties to this Arrangement.
- 8.17** Once a decision is made to proceed with a collaborative planning process, with the support of Poutini Ngāi Tahu, the Council will co-design the process with Poutini Ngāi Tahu in order to provide for a Treaty partnership approach and incorporate the resourcing requirements of all Parties to this Arrangement into the design, which must include:
- a) the role of Treaty partnership, Treaty principles and Settlement instruments in information presented to the collaborative group and in the content of any subsequent proposal; and
  - b) the relationship of matters raised in relevant iwi management plans with information presented to the collaborative group and in the content of any subsequent proposal.

- 8.18** Any collaborative group will include representation from Te Rūnanga o Ngāti Waewae and/or Te Rūnanga o Makaawhio in circumstances where Ngāti Waewae and/or Ngāti Māhaki have an interest in the resource management area under consideration by the group, and it will also be necessary to ensure representation from both Rūnanga in relation to areas of shared or regional interest.
- 8.19** The Terms of Reference for any collaborative group will be co-drafted and incorporate a Treaty partnership approach and the co-designed process established will be agreed between the Parties.

### Streamlined Process

- 8.20** Council will seek input from Poutini Ngāi Tahu regarding any proposal to make use of the streamlined planning process, and following Poutini Ngāi Tahu endorsement, will ensure that development of any planning instrument through this process is consistent with a Treaty partnership approach, including:
- a) taking into account advice from Poutini Ngāi Tahu regarding use of the streamlined process and impacts of the proposed process and planning instrument on Poutini Ngāi Tahu;
  - b) providing Poutini Ngāi Tahu with the opportunity to work with Council at an early stage of developing the proposal, and through until the proposal is provided to the Minister;
  - c) incorporating foundation elements of the Ngāi Tahu Settlement, as outlined in this Arrangement;
  - d) incorporating matters of importance to mana whenua, guided by relevant iwi management plans and Poutini Ngāi Tahu sources; and
  - e) referencing Te Mana o Te Wai, as it is understood by Poutini Ngāi Tahu whānui (refer to [Schedule A](#)).

## 9. Transfer of Powers and Joint Management Agreements

- 9.1** Every three years, or at the time a request is made by Poutini Ngāi Tahu or Council, the Parties will discuss the potential for transfer of powers or establishment of one or more joint management agreements, as provided for under Section 33 and Section 36B of the Resource Management Act.
- 9.2** Poutini Ngāi Tahu may present a specific proposal for discussion, including:
- a) the focus of transfer of powers or a joint management agreement (e.g. geographical area, resource, specific duties and functions); and
  - b) matters related to resourcing and capacity, relevant to the duties and functions that may be transferred or that may be the subject of a joint management agreement.
- 9.3** When a proposal is introduced by Poutini Ngāi Tahu, the Parties will agree a process and timeframe for exploring the options associated with transfer of powers or establishment of a joint management agreement and for facilitating the transfer or the agreement if the proposal is agreed.
- 9.4** In situations where the Parties cannot agree on a process, timeframe or details for the transfer of powers or establishment of a joint management agreement, then the dispute resolution process contained in this Arrangement will apply.
- 9.5** During the three yearly discussion, where there is no proposal introduced by Poutini Ngāi Tahu, the Parties may agree on a three year work programme that is intended to support the next scheduled discussion on transfer of powers or potential for a joint management agreement.



## 10. Conflicts of Interest

- 10.1** If actual or perceived conflicts of interest arise in relation to any of the Parties which affects the duties and functions of the Parties relevant to this Arrangement, then the matter will be immediately highlighted as an issue requiring resolution through mana to mana communications, and a written record of the concern will be created. It should be noted that when an Iwi representative is involved in a resource management process their Ngāi Tahu whakapapa does not in itself constitute a conflict of interest.
- 10.2** The Parties, through their respective leadership, will seek to reach a good faith agreement on the most appropriate pathway and timeframe for resolution of any actual or perceived conflict of interest, which will be recorded in writing between the Parties, and will reflect a Treaty partnership approach and the enduring nature of their relationship, whilst meeting the requirements of any duties, functions or processes affected.
- 10.3** Upon satisfactory resolution of the actual or perceived conflict of interest, a written record of how the issue was settled will be created and kept, in the interests of transparency and accountability, and for use as a reference for any future issues that arise.
- 10.4** Where agreement cannot be reached regarding resolution of the actual or perceived conflict of interest, then the dispute resolution process contained in this Arrangement will apply.

## 11. Disputes Resolution

- 11.1** Any dispute that arises in the implementation of this Arrangement shall be resolved through a procedure that begins with mana to mana communications, progresses to mediation as necessary, and is concluded by adjudication in any case where direct good faith negotiation is unsuccessful.

### Mana to Mana Communications

- 11.2** Any matter of dispute will be immediately highlighted as an issue requiring resolution through mana to mana communications between organisational leadership, and a written record of the concern will be created, to be shared between the Parties.
- 11.3** The Parties, through their respective leaders and governors, will seek to reach a good faith agreement on the most appropriate pathway and timeframe for resolution of the dispute, which will be recorded in writing between the Parties, and will reflect a Treaty partnership approach and the enduring nature of their relationship, whilst meeting the requirements of any duties, functions or processes affected by the dispute.
- 11.4** Upon satisfactory resolution of the dispute, a written record of how the issue was settled will be created by each Party, shared amongst the Parties and kept on record, in the interests of transparency and accountability, and for use as a reference for any future issues that arise.
- 11.5** Where agreement cannot be reached regarding resolution of the dispute, then a mediation process will apply.

### Mediation

- 11.6** Once it is clear that a good faith agreement cannot be reached to resolve a dispute, any of the Parties may trigger the mediation process by communicating in writing to the other Parties their intention to proceed to mediation.

- 11.7** The Parties must identify and appoint a mediator at the earliest opportunity and furnish them with details of the dispute and barriers to resolution or have the Minister for the Environment appoint a mediator in the event that agreement cannot be reached on a suitable person.
- 11.8** Upon satisfactory resolution of the dispute through mediation, a written record of how the issue was settled will be created, shared amongst the Parties and kept on record, in the interests of transparency and accountability, and for use as a reference for any future disputes.

## Arbitration

- 11.9** If a dispute has not been resolved through mediation within 56 days after a communication by a Party under clause 11.6 of intention to proceed to mediation, then any Party may refer the matter to arbitration in terms of the Arbitration Act 1996 by issuing a notice to that effect on the other Parties, and the following provisions will apply:
- a) **Schedule 2**  
Schedule 2 of the Arbitration Act 1996 applies as amended by the following provisions.
  - b) **Location**  
The arbitration must be held in Greymouth.
  - c) **Appointment of Arbitral Tribunal**  
The dispute must be determined by a single arbitrator, appointed by agreement between the parties (Arbitral Tribunal).  
If the parties cannot agree within 14 days of the matter being referred to arbitration, the arbitrator must be appointed on the application of either party by the President of the Arbitrators' and Mediators' Institute of New Zealand (AMINZ).
  - d) **Conduct of the arbitration**  
The parties and the Arbitral Tribunal acknowledge that the arbitration is to be conducted fairly and cost effectively, with the objective that the dispute is determined promptly, and in a manner which is proportionate to the issues in dispute.  
The AMINZ Arbitration Rules current at the time the dispute arose are to apply to this arbitration.
  - e) **Powers of the Arbitral Tribunal**  
The Arbitral Tribunal has all the powers outlined in article 17A (interim measures), 17C (preliminary orders) of schedule 1 and clause 3 (conduct of the arbitration) schedule 2 of the Act.
  - f) **Disclosure**  
The parties will disclose all documents relevant to the dispute as soon as practicable before the hearing, and they will prepare an agreed bundle of documents.  
Formal discovery will not be required, unless the Arbitral Tribunal forms a view that an order for discovery is required to ensure that all relevant and material information is disclosed.
  - g) **Costs**  
The Arbitral Tribunal will award costs as a part of the final award, unless the parties agree otherwise. [NB consequential amendment to clause 11.10 required]  
Pending a ruling as to costs, the parties agree to share equally in the costs of the arbitration, including the Arbitral Tribunal's interim fees and disbursements.  
The parties agree that costs will be fixed and allocated in accordance with the AMINZ Guidelines on Awarding Costs in Arbitration.
  - h) **Appeals on questions of law**  
The parties may appeal any award to the High Court on a question of law with leave from the Court in terms of clauses 5(1)(c) & 5(2) of schedule 2 of the Act.

### Enduring Agreement

- 11.10** The occurrence of any dispute being progressed through a resolution process involving mana to mana communications, mediation or adjudication is not, in itself, a cause for review of this Arrangement.

## 12. Arrangement Term and Review

- 12.1** The positive and negative experiences of each Party to this Arrangement will be captured in a shared record that is transparent and accessible to all of the Parties and kept as a reference that can inform review processes.
- 12.2** Within the first three years of this Arrangement, the Parties will undertake an annual review of its implementation to identify what is working well and where issues are arising in implementation that impact on the effectiveness of this Arrangement.
- 12.3** From the first anniversary of this Arrangement onwards, the Parties commit to a substantial review of this Arrangement every three years, with opportunity to amend the Arrangement over the subsequent twelve month period based on any issues that have arisen for the Parties in the intervening time period.
- 12.4** Where the Parties cannot decide on the detail of any proposed amendments to this Arrangement, then the dispute resolution process will apply.
- 12.5** After a minimum of ten years, at the three yearly review point, consideration may be given by the Parties to the future of this Arrangement and the involvement of each Party to this Arrangement.
- 12.6** At the point a Party expresses a desire to withdraw from this Arrangement, their position will be communicated in writing to the other Parties to this Arrangement.
- 12.7** In a situation where some Parties wish to leave this Arrangement while other Parties wish to maintain it, an assessment will be made regarding any potential to continue this Arrangement with the remaining Parties, and necessary amendments made to this Arrangement by the consensus of the remaining Parties.
- 12.8** The cessation of this Arrangement will be the consequence of all Parties to the Arrangement recording in writing their intention to replace the Arrangement with new arrangements and setting a date for termination of the Arrangement.



Mahitahi/Bruce Bay



# Appendix

## Appendix 1: Map of Ngāti Waewae and Ngāti Māhaki Rohe



- ▶ [Return to Paetae Kotahitanga](#)
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## Appendix 2: Treaty of Waitangi Principles

### Treaty of Waitangi Principles

The following principles are identified as relevant in the context of Resource Management Act planning and decision-making:

- |                           |   |
|---------------------------|---|
| <b>Partnership</b>        | As embodied in <i>Paetae Kotahitanga ki Te Tai Poutini-Partnership Protocol</i> and this <i>Mana Whakahono ā Rohe Arrangement</i> , recognising rangatiratanga and kawanatanga                |
| <b>Mutual Benefit</b>     | Consideration of where the benefit flows are in a proposal, and how benefits extend to Ngāi Tahu, incorporating understanding of Ngāi Tahu development rights                                 |
| <b>Informed Decisions</b> | Providing for mātauranga Ngāi Tahu and opportunity to contribute substantive information relevant to Ngāi Tahu rights, interests and values that supports robust planning and decision-making |
| <b>Active Protection</b>  | Protection of Ngāi Tahu rights, interests and values through decision outcomes  |

Refer to the Waitangi Tribunal, [www.waitangitribunal.govt.nz](http://www.waitangitribunal.govt.nz), including the publication *Principles of the Treaty of Waitangi as Expressed by the Courts and the Waitangi Tribunal*, and any more recent findings from the Courts (e.g. The Supreme Court decision – Ngāi Tai).

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## Appendix 3: Settlement Instruments

### Statutory Acknowledgements

Ōkari Lagoon  
Taramakau River  
Kotuku-whakaoko (Lake Brunner/Moana)  
Lake Kaniere  
Pouerua (Salt Water Lagoon)  
Ōkārito Lagoon  
Makaawhio (Jacobs) River  
Karangarua Lagoon  
Lake Pāringa  
Tititea/Mount Aspiring

### Tōpuni

Kahurangi  
Ōtūkoro

### Nohoanga Entitlements

Pororari River  
Punakaiki River  
Taramakau River  
Kotuku-whakaoko (Lake Brunner/Moana)  
Lake Haupiri  
Lady Lake  
Lake Kaniere  
Mikonui River  
Ōkarito Lagoon/River  
Karangarua River  
Mahitahi River  
Waita River  
Ōkuru River  
Waiatoto Lagoon  
Cascade River

### Mātaitai Reserves

Ōkarito Mātaitai Reserve  
Ōkuru Mātaitai Reserve  
Tauperikaka Mātaitai Reserve  
Mahitahi Mātaitai Reserve  
Manakiaiaua Mātaitai Reserve

### Pounamu and Aotea

Management areas are included on Council and Poutini Ngāi Tahu GIS maps

### Taonga Species

[Refer to Ngāi Tahu Claims Settlement Act 1998, Schedule 97](#)

### Ngāi Tahu Lands

[Refer to Ngāi Tahu Claims Settlement Act 1998](#)  
(Additions to Ngāi Tahu Lands list will be incorporated into this Schedule by 1 July 2021)

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# Schedules

## Schedule 1: Governance Processes and Procedures

### Resource Management Committee

1. A minimum of two representatives each nominated by Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio will be appointed by the Council to sit on the Resource Management Committee, or any equivalent committee or forum that considers resource management matters and supports Council decision-making on these matters.
2. The Council will call for nomination from Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio upon formation of the Committee, following triennial elections.
3. The appointed members for Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio will sit on the Committee for the duration of the term of the Council, unless the member(s) wishes to step down from the role, is no longer able to carry out the role or is removed from the role by the relevant nominating Rūnanga.
4. At the time an appointed representative advises they will be stepping down, or the member is no longer able to carry out the role, the Council will call for a new nomination from the relevant Papatipu Rūnanga to sit on the Committee for the remainder of the term of the Council.
5. The Council will review remuneration for Committee members, including any nominated Te Rūnanga o Ngāti Waewae or Te Rūnanga o Makaawhio representative, following triennial elections.

### Council Workshops and Meetings

6. The Council will ensure that Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio, through the appointed representatives on the Resource Management Committee, are invited to attend Council workshops and meetings, enabling Poutini Ngāi Tahu to participate in discussions that assist Council decision-making on matters relevant to the economic, social and cultural well-being of Poutini Ngāi Tahu whānui.
7. Council agendas and papers will be provided to Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio, through the appointed representatives on the Resource Management Committee, at the same time they are provided to elected members, and to the manager of Pōkeka Poutini Ngāi Tahu Limited.
8. Any information provided to Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio in accordance with Clause 7 of this Schedule will be restricted to access by the Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio executive teams, and the manager of Pōkeka Poutini Ngāi Tahu Limited, enabling the appointed representative on the Resource Management Committee to discuss matters with the executive team, and the manager of Pōkeka Poutini Ngāi Tahu Limited, to the extent necessary to contribute constructively to Council decision-making.
9. Permission to share information beyond the Te Rūnanga o Waewae and Te Rūnanga o Makaawhio executive teams, and the manager of Pōkeka Poutini Ngāi Tahu Limited, or to enable others to support the Papatipu Rūnanga representative(s) on the Resource Management Committee in workshops or meetings, must be sought from the Chair of the Council and received before any such action is taken.
10. The Papatipu Rūnanga representative(s) on the Resource Management Committee and any others participating in workshops or meetings on behalf of Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio will abide by all relevant procedures and protocols governing members of the Council.

## Schedule 2: Resourcing and Funding Arrangements

### Pokeka Poutini Ngāi Tahu Limited

1. The Council commits to providing annual funding to **Pokeka Poutini Ngāi Tahu Limited**, the Poutini Ngāi Tahu owned regional environmental consultancy, for the purposes of developing and supporting delivery of the Council work programme relevant to resource management from 1 July 2020. The annual funding amount will be specified in the West Coast Regional Council Annual Plan each year.
2. Funding provided to Pokeka Poutini Ngāi Tahu Limited will cover all contributions it will make to a partnership approach to resource management, including in relation to strategy, policy and planning, with the exception of:
  - engaging with the Council when the Council itself is an applicant for resource consent, noting that all applicants engaging with Pokeka Poutini Ngāi Tahu Limited are subject to a standard hourly rate for services;
  - cultural reports, including cultural impact assessments (CIAs) and cultural values reports (CVRs), or other consultancy services specific to a particular project or proposal, which will be subject to separate contract arrangements;
  - delivery of cultural competency training.

### Poutini Ngāi Tahu Partnership Manager

3. The Council will appoint a **Poutini Ngāi Tahu Partnership Manager** who will report directly to the Chief Executive of the Council and have primary responsibility for supporting the implementation of *Paetae Kotahitanga ki Te Tai Poutini – Partnership Protocol*, and the *Mana Whakahono ā Rohe* Arrangement across the Council.
4. The Council will work with Poutini Ngāi Tahu to establish the job description for the Poutini Ngāi Tahu Partnership Manager and ensure that Poutini Ngāi Tahu are represented on the interview panel when candidates for the role are assessed. The appointment decision will be made in partnership between the Council and Poutini Ngāi Tahu.

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## Schedule 3: Relationships with other Parties and Agencies

1. Connections between relevant Parties and Agencies and the responsibilities of the agencies are outlined in the following table:

Agency	Connected Agency Responsibilities
Department of Conservation (DOC)	Biodiversity and heritage, taonga species and customary fisheries, sites of cultural significance to Poutini Ngāi Tahu, activities on conservation lands and wastewater facilities
Land Information New Zealand (LINZ)	Crown lands, sites of cultural significance to Poutini Ngāi Tahu
Ministry for Primary Industries (MPI)	Biosecurity, fisheries and primary production (excluding minerals)
Ministry for Business, Innovation and Employment (MBIE)	Crown minerals, regional economic development and employment
Heritage New Zealand Pouhere Taonga (HNZPT)	Historic heritage
Te Puni Kōkiri	Māori rights, interests and values
New Zealand Transport Agency (NZTA)	Roading development and maintenance
KiwiRail	Rail network development and maintenance
District Health Board (DHB)	Community and public health, including drinking water
Fish and Game New Zealand	Sports fisheries and game bird ecosystems and habitats
Environmental Protection Authority	Exclusive economic zone, genetically modified organisms and hazardous substances, nationally significant resource management decisions

**Table 1: Connections between the Parties and other Agencies with responsibilities**

2. Agreed methods, including any regular forums, systems or protocols, are outlined in the following table<sup>3</sup>:

Agency	Agreed Methods of Connection
Department of Conservation (DOC)	
Land Information New Zealand (LINZ)	
Ministry for Primary Industries (MPI)	
Ministry for Business, Innovation and Employment (MBIE)	
Heritage New Zealand Pouhere Taonga (HNZPT)	
Te Puni Kōkiri	
New Zealand Transport Agency (NZTA)	
KiwiRail	
District Health Board (DHB)	
Fish and Game New Zealand	
Environmental Protection Authority	

**Table 2: Agreed methods for coordination with other Parties and other Agencies**

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<sup>3</sup> Schedule 3, Table 2, will be finalised within the first two years of commencement of this Arrangement to provide time for the Parties to review agreed methods of connection.

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## **Schedule A: Poutini Ngāi Tahu Understanding of Te Mana o te Wai**

Schedule A will be drafted within the first two years of commencement of this Arrangement to provide time for the Parties to review the Essential Freshwater legislation and how it will impact the West Coast.

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## Schedule B: Resource Consent Applications and Effects on Poutini Ngāi Tahu

1. The Council will use the following electronic addresses to first communicate with Papatipu Rūnanga, Pokeka Poutini Ngāi Tahu Limited and Te Rūnanga o Ngāi Tahu regarding resource consent applications:

**Elly Mulholland**  
Te Rūnanga o Ngāi Waewae  
Email: [REDACTED]

**Lynda Pehi**  
Te Rūnanga o Makaawhio  
Email: [REDACTED]

**Pokeka Poutini Ngāi Tahu Limited**  
Email: TBC

**Te Rūnanga o Ngāi Tahu**  
Email: [TTW@ngaitahu.iwi.nz](mailto:TTW@ngaitahu.iwi.nz)

2. All resource consent applications received by the Council will be emailed in a weekly summary table to Papatipu Rūnanga and Pokeka Poutini Ngāi Tahu Limited unless Papatipu Rūnanga communicate otherwise in writing to the Council.
3. A summary of any resource consent applications received by the Council for activities within, adjacent to, or likely to be impacting directly on a Ngāi Tahu Tribal Settlement Instrument e.g. a Statutory Acknowledgement Area, a Nohoanga site, a Tōpuni site, a Ngāi Tahu Lands or a Mātaitai, will be supplied weekly to Te Rūnanga o Ngāi Tahu, in addition to being sent to Papatipu Rūnanga and Pokeka Poutini Ngāi Tahu Limited.
4. Papatipu Rūnanga, Pokeka Poutini Ngāi Tahu Limited and Te Rūnanga o Ngāi Tahu (where Tribal Settlement instruments are involved), will have 5 working days to alert Council of any resource consent applications received in the weekly table that are of particular interest to them. They may request and will be emailed a full copy of the application from the Council.
5. The summary table referred to in (2), will include:
  - Consent application number
  - Applicant name
  - Location details
  - Activity type
  - A short description of the proposal
  - Any comments that Council would like to provide
  - Name of Consent Officer (if consent application has been allocated)
  - Date received
  - Detail on whether the application is within, adjacent to, or likely to directly impact on a Ngāi Tahu Settlement instrument
  - A 5 working day date by which a response to Council is required by, if Ngāi Tahu wants to advise of any of the resource consent applications included in the weekly table that are of particularly interest
6. Papatipu Rūnanga, Pokeka Poutini Ngāi Tahu Limited and Te Rūnanga o Ngāi Tahu (where Tribal Settlement Instruments are involved) may each approach the Council directly regarding any resource consent application. It will be the responsibility of Papatipu Rūnanga and Pokeka Poutini Ngāi Tahu Limited (and Te Rūnanga o Ngāi Tahu where applicable) to ensure they communicate between themselves when one of the Parties has established direct communications with the Council.

### Shared Interest

7. The takiwā of Te Rūnanga o Ngāti Waewae is centred on Arahura and Hokitika and extends from the north bank of the Hokitika River to Kahurangi and inland to the Main Divide.
8. The takiwā of Te Rūnanga o Makaawhio is centred at Makaawhio River (Jacobs River) and extends from the south bank of the Pouerua River to Piopiotahi and inland to the Main Divide.
9. There is shared interest in the area situated between the north bank of the Pouerua River and the south bank of the Hokitika River.
10. If a resource consent application relates to a site within the shared interest area, Council must communicate with both Papatipu Rūnanga.
11. The rohe of Ngāti Waewae and the rohe of Ngāti Māhaki as both included as a layer on the Council GIS system and are included in the map in [Appendix 1](#).

### Tribal Interest

12. Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio hold the mana over air, land, water and resources within their respective takiwā. In practice, this will mean that if Council determines that a resource consent application may have at least minor effects on cultural values, then Council will deem the Papatipu Rūnanga whose takiwā the activity is proposed to occur within an affected Party or if the site is within the shared interest area, both Papatipu Rūnanga will be deemed affected Parties.
13. Te Rūnanga o Ngāi Tahu is the iwi authority and they manage collectively held Ngāi Tahu Tribal Settlement instruments and assets, and they also protect tribal interests. In practice, this will mean that if Council determines that a resource consent application may have at least minor effects on Tribal Settlement instruments e.g. on Statutory Acknowledgement Areas, Tōpuni, Nohoanga, Customary Fisheries, Native Reserves and Mātaitai, then Council will deem Te Rūnanga o Ngāi Tahu an adversely affected Party. The relevant Papatipu Rūnanga will also be deemed an adversely affected Party in these situations as Papatipu Rūnanga always hold rangatira and kaitiaki within their takiwā.
14. For avoidance of doubt, there is no situation where Te Rūnanga o Ngāi Tahu would be deemed an affected Party without the Papatipu Rūnanga, whose takiwā the proposed activity is to be located within, also being deemed an affected Party.

### Determining Affected Parties

15. [Schedule A](#) provides direction to the Council on some of the activities which are likely to result in adverse effects on Poutini Ngāi Tahu values.
16. The decision on who is an affected party to a resource consent application is made by the Council following the process set down in the RMA. The Council must consider whether one or both Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu (where Treaty Settlement instruments are involved) is an affected Party irrespective of whether the Council has received a response within 5 working days from Papatipu Rūnanga, Pokeka Poutini Ngāi Tahu Limited or Te Rūnanga o Ngāi Tahu (where Treaty Settlement instruments are involved) to an application included in the weekly consent summary table described above.
17.
  - a) **Non-notified**  
If Council determines that the effects of a resource consent application will be minor on the environment but decides that one or both Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu (where Treaty Settlement instruments are involved) is an affected party, the

Consent Applicant (or their Consultant) may decide to seek a written approval. The Council process is to send a letter to the Consent Applicant (or their Consultant), which is also copied to the Ngāi Tahu Party or Parties determined to be adversely affected, advising of this affected party determination. The letter will provide the Consent Applicant (or their Consultant) with the contact details for the relevant Ngāi Tahu Party or Parties and will advise the Consent Applicant that if they wish to consult with the relevant Ngāi Tahu Party or Parties that it is the Consent Applicant's (or their Consultant's) responsibility to make this contact. The letter from the Council shall also be copied to Pōkeka Poutini Ngāi Tahu Limited to assist with the response.

b) **Limited Notification**

If Council determines that the effects of a resource consent application will be minor on the environment but decides that one or both Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu (where Treaty Settlement instruments are involved) is an affected party, and the written approval cannot be obtained from the Ngāi Tahu Party or Parties determined to be adversely affected or the Consent Applicant decides not to approach the Ngāi Tahu Party or Parties for a written approval, the application will be limited notified via letter to the adversely affected party or parties. The letter shall be copied to Pōkeka Poutini Ngāi Tahu Limited to assist with the response.

c) **Public Notification**

If Council decides that the effects of a resource consent application will be more than minor on the environment and the application requires public notification, the public notification details shall be sent to Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu via letter and shall be copied to Pōkeka Poutini Ngāi Tahu.

18. Council accepts as per the RMA process that the Ngāi Tahu Parties may choose to remain silent, may provide written approval, may make a submission, and if they do make a submission they may request to be heard at a hearing or they may request not to be heard at a hearing.
19. In the situation where one or both Papatipu Rūnanga and/or Te Rūnanga o Ngāi Tahu (where Treaty Settlement instruments are involved), indicate an interest in response to a resource consent application and the Council decides that the Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu (where applicable) is not an affected Party, the Council will advise of the reasoning for this decision in writing to the relevant Papatipu Rūnanga and Pōkeka Poutini Ngāi Tahu Limited, and also to Te Rūnanga o Ngāi Tahu (where applicable).

## Reporting and Feedback

20. Council will supply Pōkeka Poutini Ngāi Tahu Limited with the full public Council agenda which will include the consents monthly report at the same time it supplies this agenda to the Resource Management Committee.
21. When any issues are identified by any Party regarding the above processes, these will be raised and addressed as a priority through dialogue to determine what may need to change to improve the experience of the Parties in the process, and a plan identified to implement any necessary changes within an agreed timeframe.
22. Where there is disagreement regarding the resolution of an issue, this will be progressed through the disputes resolution process outlined in this Arrangement.

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- ▶ [Return to Poutini Ngāi Tahu Heritage](#)
- ▶ [Return to Iwi Management Plans](#)

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## Schedule C: Agreed Processes for Hearing Commissioner Appointments

1. Whenever the Council is considering appointing one or more hearing commissioners to exercise a delegated power to conduct a hearing, in accordance with Section 34A of the Resource Management Act 1991 (the Act), other than in relation to the appointment of a single commissioner for resource consent hearings where Poutini Ngāi Tahu, or either Papatipu Rūnanga have not been identified as an affected party and have not expressed an interest in the application, the Council shall follow the process contained in this Schedule.
2. Once the Council has determined whether the matter is within the rohe of Te Rūnanga o Ngāti Waewae or Te Rūnanga o Makaawhio, or the shared interest area of both Papatipu Rūnanga as shown in [Appendix 1](#), the Council must consult with the relevant Papatipu Rūnanga who shall constitute the iwi authority or authorities for the purposes of the Act in this situation.
3. For avoidance of doubt, while Te Rūnanga o Ngāi Tahu is authorised as the iwi authority in accordance with the Te Rūnanga o Ngāi Tahu Act 1996, in relation to the appointment of hearing commissioners within the West Coast region, Te Rūnanga o Ngāi Tahu recognises Papatipu Rūnanga as carrying this responsibility of the iwi authority on behalf of the tribal interest.
4. Whenever Council staff approach Papatipu Rūnanga regarding hearing commissioner appointments, Pokeka Poutini Ngāi Tahu Limited will be included in communications to provide advice and assistance as needed.
5. Consultation between the Council and Papatipu Rūnanga will include:
  - a) whether it is appropriate to appoint a commissioner with an understanding of tikanga Māori and of the perspectives of local iwi or hapū;
  - b) whether it is appropriate to include a trained Ngāi Tahu tribal member.
6. In order to provide for ease of consultation, the Council and Papatipu Rūnanga, with advice and assistance from Pokeka Poutini Ngāi Tahu Limited, will maintain a list of Ngāi Tahu tribal members trained as hearing commissioners that are approved by Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio, and other trained hearing commissioners with an understanding of tikanga Māori and of the perspectives of iwi and hapū, including Ngāi Tahu perspectives. This list shall be reviewed and updated at least annually.

▶ [Return to Hearing Commissioners](#)

## Schedule D: Standard Protocol for Hearings at Marae and Cultural Evidence

1. The Council recognises that holding hearings on marae is able to occur in a manner consistent with Section 39 of the Resource Management Act 1991 (the Act).
2. In all circumstances where Papatipu Rūnanga or Te Rūnanga o Ngāi Tahu have requested that hearing proceedings are held on marae, the Council and any independently appointed commissioners with delegated authority, will facilitate this request in a manner consistent with Section 39 of the Act.
3. Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu will only request that Ngāi Tahu evidence is heard on marae where this is considered to be a necessary and appropriate recognition of tikanga Māori.
4. The Council and those with delegated authority will work with Papatipu Rūnanga to determine whether all or part of the hearing will be held on marae, whilst anticipating that Ngāi Tahu evidence will be delivered on marae.
5. Whenever a hearing is to be held on marae the kawa or protocols of that marae will be observed and communicated clearly to all participants in advance of the hearing.
6. The Council and those with delegated authority recognise that the kawa or protocols of a marae will incorporate the hosting of manuhiri, or guests to the marae, which is expected to include all participants in the hearing.
7. The Council and those with delegated authority recognise that following the kawa or protocols of the marae does not constitute unnecessary formality but is rather a matter of recognising tikanga Māori and taking into account the principles of the Treaty of Waitangi.
8. The Council, those with delegated authority, Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu will work together to accommodate the needs of participants in the hearing process when hearings are held on marae, whilst upholding the kawa and protocols of the marae, recognising that a hearing is an accessible event open to the public for the purposes of transparent process.
9. The Council, those with delegated authority, Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu may agree that the proceedings on marae are recorded visually or in transcript form in order to support transparency within the hearing process, and will ensure matters associated with efficacy of the hearing, such as space, lighting, sound, use of visual aids and matters of comfort are addressed.
10. Regardless of whether Poutini Ngāi Tahu evidence is given on marae or in another hearing venue, all hearing procedures will incorporate the ability for Ngāi Tahu expert and non-expert witnesses to assist with proceedings and deliver the evidence in a manner consistent with Treaty principles and tikanga, including but not limited to the use of te reo Māori, waiata (song), karakia (prayer), mihi (greeting), pepehā (recounting whakapapa or genealogy), whaikōrero (oration), and oral delivery of written evidence, where this is requested in advance by Papatipu Rūnanga.
11. Hearing procedures will allow sufficient time for delivery of Ngāi Tahu evidence in a manner consistent with tikanga.
12. The Council and those with delegated authority will enquire, ahead of setting hearing procedures and schedules, regarding: the manner in which Poutini Ngāi Tahu may assist with the hearing process, consistent with Treaty of Waitangi principles, (through opening and closing proceedings for instance); and the needs of Ngāi Tahu witnesses for delivery of evidence in a manner consistent with tikanga; and incorporate these matters within hearing procedures and schedules.

▶ [Return to Hearing and Evidence Protocols](#)

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## Schedule E: Processes for Monitoring, Compliance and Enforcement

### Communications and Coordination

1. The Council will either telephone or use the following electronic addresses to first communicate with Papatipu Rūnanga, Pokeka Poutini Ngāi Tahu Limited and Te Rūnanga o Ngāi Tahu (where appropriate) regarding monitoring and non-compliance issues which are likely to result in adverse effects on Poutini Ngāi Tahu values when Council staff observe these on-site or within 5 working days of their observations being made:

**Francois Tumahai, Chairperson**

Te Rūnanga o Ngāi Waewae

Email: [REDACTED]

Phone: [REDACTED]

**Paul Madgwick, Chairperson**

Te Rūnanga o Makaawhio

Email: [REDACTED]

Phone: [REDACTED]

**Pokeka Poutini Ngāi Tahu Limited**

Email: TBC

Phone: TBC

**Te Rūnanga o Ngāi Tahu**

Email: [TTW@ngaitahu.iwi.nz](mailto:TTW@ngaitahu.iwi.nz)

2. [Schedule A](#) provides direction to the Council on some of the activities which are likely to result in adverse effects on Poutini Ngāi Tahu values.
3. Council will provide the Chair of Papatipu Rūnanga, the Manager of Pokeka Poutini Ngāi Tahu Limited and a General Manager at Te Rūnanga o Ngāi Tahu (where appropriate) with information relating to an unlawful activity, significant breaches of consent conditions and any investigations that may lead to prosecutions in an early and timely manner, if these matters are likely to or have resulted in adverse effects on Poutini Ngāi Tahu values.
4. Papatipu Rūnanga and Pokeka Poutini Ngāi Tahu Limited (and Te Rūnanga o Ngāi Tahu when appropriate) will advise Council of any impacts of the activity or breach on Poutini Ngāi Tahu rights, interests and values and also whether they see benefit in a joint site visit or hui with Council and the Party being investigated.
5. Poutini Ngāi Tahu will undertake to hold all information provided by the Council in confidence and will not disclose or discuss such information with third Parties without prior consent from the Council.
6. Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu may approach the Council regarding monitoring, compliance and enforcement matters and establish direct communications in relation to them. In these circumstances, Pokeka Poutini Ngāi Tahu Limited is to be kept updated by the Parties regarding monitoring, compliance and enforcement matters unless the Council is advised otherwise by Papatipu Rūnanga.
7. In the event that unlawful activity or significant breaches of consent conditions, has had an adverse impact on Poutini Ngāi Tahu rights, interests and values, Council will work with Papatipu Rūnanga and Pokeka Poutini Ngāi Tahu Limited (and Te Rūnanga o Ngāi Tahu when advised that this is appropriate) towards determining appropriate remedial and enforcement action, depending on the nature of the impact and the extent of remedial action.

8. Council will keep a record of any issues identified by Papatipu Rūnanga or Pokeka Poutini Ngāi Tahu Limited regarding any Compliance, Monitoring or Enforcement matters, so that Poutini Ngāi Tahu views can be incorporated into any ongoing or future enforcement direction.

The Council and Poutini Ngāi Tahu recognise this Schedule must be applied in a way which protects the integrity of Council investigations, the rights of informants, witnesses, victims, suspects and defendants and does not prejudice any enforcement proceedings in any Court. The Parties agree that any enforcement decisions must be made in accordance with any guidelines issued by the Auditor-General and/or Solicitor-General.

### Shared Interest

9. The takiwā of Te Rūnanga o Ngāti Waewae is centred on Arahura and Hokitika and extends from the north bank of the Hokitika River to Kahurangi and inland to the Main Divide.
10. The takiwā of Te Rūnanga o Makaawhio is centred at Makaawhio River (Jacobs River) and extends from the south bank of the Pouerua River to Piopiotahi and inland to the Main Divide.
11. There is shared interest in the area situated between the north bank of the Pouerua River and the south bank of the Hokitika River.
12. If a monitoring, compliance or enforcement matter relates to a site within the shared interest area, Council will communicate with both Papatipu Rūnanga.
13. The rohe of Ngāti Waewae and the rohe of Ngāti Māhaki as both included as a layer on the Council GIS system and are included in the map in [Appendix 1](#).

### Tribal Interest

14. Te Rūnanga o Ngāti Waewae and Te Rūnanga o Makaawhio hold the mana over air, land, water and resources within their respective takiwā. In practice, this means that when the Council has a monitoring, compliance or enforcement matter, the Council will contact the Chairperson of the Papatipu Rūnanga whose takiwā the matter is occurring within, or if the matter is occurring within the shared interest area, the Chairpersons of both Papatipu Rūnanga will be contacted.
15. Te Rūnanga o Ngāi Tahu is the iwi authority and they manage collectively held Ngāi Tahu Tribal Settlement instruments and assets and they also protect tribal interests. In practice, this will mean that if the monitoring, compliance or enforcement matter relates to a Tribal Settlement instrument e.g. on Statutory Acknowledgement Areas, Tōpuni, Nohoanga, Customary Fisheries, Ngāi Tahu Lands and Mātaītai, then Council will work with Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu. The relevant Papatipu Rūnanga will always be contacted in these situations as Papatipu Rūnanga always hold rangatira and kaitiaki within their takiwā.
16. For avoidance of doubt, there is no situation where Te Rūnanga o Ngāi Tahu would be contacted without the Papatipu Rūnanga, whose takiwā the proposed activity is to be located within, also being contacted.

### Reporting and Feedback

17. Council will supply Pokeka Poutini Ngāi Tahu Limited with the full public Council agenda which will include the Compliance monthly report at the same time it supplies this agenda to the Resource Management Committee.

18. When any issues are identified by any Party regarding the above processes, these will be raised and addressed as a priority through dialogue to determine what may need to change to improve the experience of the Parties in the process, and a plan identified to implement any necessary changes within an agreed timeframe.
19. Where there is disagreement regarding the resolution of an issue, this will be progressed through the disputes resolution process outlined in this Arrangement.

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Te Rūnanga o NGĀI TAHU



THE WEST COAST  
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