

# NGĀPUHI

FOR RELEASE ON 7 SEPTEMBER 2018

## 2<sup>ND</sup> ROUND OF HUI SCHEDULE

Date	Time	Location
16 September	8.30am – 10.30am	Terenga Paraoa Marae, 10 Porowini Ave, Morningside, Whangarei 0110
	12.00pm – 2.00pm	Te Tārai o Rāhiri Marae, 17 Opouteke Road, Pakōtai, Mangakahia 0172
	4.30pm – 6.30pm	Copthorne Hotel Omapere
17 September	8.30am – 10.30am	Kohewhata Marae, 6869 Mangakahia Road, Kaikohe
	1.00pm – 3.00pm	Whangaroa Rugby Club, 40 Whangaroa Rd, Kaeo 0478
	5.30pm – 7.30pm	Tau Henare Marae, 3256 Pipiwai Road, Pipiwai 0176
19 September	8.00am – 10.00am	Hamilton Airport Conference Centre
	12.00pm – 2.00pm	Te Piringātahi Marae, 19 Luckens Road, West Harbour, Auckland
	4.30pm – 6.30pm	South Auckland (venue TBC)
20 September	8.00am – 10.00am	Wharewaka, Waterfront Odilins Square, Taranaki Street, Wellington Waterfront
	1.45pm – 3.45pm	Kelvin Hotel, 20 Kelvin Street, Invercargill
	6.30pm to 8.30pm	Sudima Hotel, Christchurch Airport
22 September	TBC	Te Wairua Tapu Wharekarakia, Redfern, Sydney
23 September	TBC	Perth (Venue TBC)

## HE MIHI

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Ko te Whare Tapu ō Ngāpuhi i hangaia kia ahuru nei te noho a ngā uri hakatupu o Rāhiri te tupuna. Nā reira, e mihi ana ki te whenua, e tangi ana ki ngā tāngata katoa. Korohīhī pō, korohīhī ao. Ko rongō i tūria ki te matahau ō Tū te winiwini, o Tū te wanawana o Tū kia hikaputaina i te wheiao kia puta ki te ao mārama. Ka tīhewā mauriora!

Ka mihi nei ki te hunga ko ngaua e te hā kore, ko pania e ngā tatau o Hine-nui-te-pō, ko nunumi ki tua o maumahara. E moe okioki nei koutou.

Ka mihi nei ki a tātou katoa, ko ngā mahuetanga iho o rātou mā, e pēhia nei e ngā hau āwhā o te wā, e takatū nei kia whai oranga ai tātou katoa ki tēnei ao.

Tēnā rā tātou katoa.

**Mauritū, mauritau, mauriora!**

# CONTACT PEOPLE

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- **Questions/queries on the proposal: Technical Advisers**

- David Tapsell                      david.tapsell@justice.govt.nz
- Jason Pou                              pou@tupono.co.nz
- Willie Te Aho                      willie.teaho@icsolutions.co.nz

- **Where submissions can be sent to: Office of Treaty Settlements**

- [ngapuhifeedback@justice.govt.nz](mailto:ngapuhifeedback@justice.govt.nz)

- **Resourcing and timetable to hold hui-a-hapū or meet the TAs in person to discuss this proposal: Office of Treaty Settlements**

- [ernest.stokes@justice.govt.nz](mailto:ernest.stokes@justice.govt.nz)

DDI: +64 4 918 8605 | Ext: 58605

- **Website: <https://www.govt.nz/ngapuhi/>**

# WHOSE PRESENTATION IS THIS? TE RŌPŪ TŪHONO

1. “Tūhono” means to bring together.
2. Te Rōpū Tūhono brings together the Crown, the Tūhoronuku Independent Central Negotiation Body (**TIMA**) and Te Kotahitanga o Ngā Hapū o Ngāpuhi (**Te Kotahitanga**).
  1. Te Kotahitanga - Co Chairs Pita Tipene and Rudy Taylor
  2. TIMA - Chair Hōne Sadler and Rāniera Tau
  3. Crown - Minister for Treaty of Waitangi Negotiations - Hon Andrew Little
3. This presentation has been authorised by Te Rōpū Tūhono.
4. The Te Rōpū Tūhono Technical Advisors (**TAs**) are Jason Pou (Te Kotahitanga), David Tapsell (Crown) and Willie Te Aho (TIMA).

## OUR STARTING POINT

1. TIMA holds a conditional mandate for Ngāpuhi.
2. The Waitangi Tribunal found that the mandate was deficient in a number of respects and recommended an evolution (4 September 2015).
3. The Crown, TIMA and Te Kotahitanga (**Te Rōpū Tūhono**) all support seeking direction from Ngāpuhi on how the mandate can be evolved to at least meet the changes proposed by the Waitangi Tribunal.
4. An initial proposal was put forward from 10 August to 6 September 2018 for discussion amongst Ngāpuhi. The Crown provided resourcing for hapū hui to discuss the proposal, and the TAs attended hui when requested and time allowed.
5. This proposal is based on the feedback from those hui, and refer to changes required to the mandate rules and deed documents to address the issues raised by the Waitangi Tribunal.

## WAITANGI TRIBUNAL FINDINGS (SEE REPORT EXTRACT AT **APPENDIX 1**)

1. Hapū must be able to determine with their members whether they wish to be represented by TIMA.
2. Those hapū that wish to be represented by TIMA must be able to review and confirm or otherwise the selection of their hapū kaikōrero and hapū representatives so that each hapū kaikōrero has the support of their hapū.
3. Ngāpuhi hapū should have further discussions on the appropriate level of hapū representation on the board of TIMA.
4. The Crown should require as a condition of continued mandate recognition that a clear majority of hapū kaikōrero remain involved in TIMA.
5. There must be a workable withdrawal mechanism for hapū who do not wish to continue to be represented by TIMA.

## VIEWS FROM NGĀPUHI FROM 10 AUGUST TO 6 SEPTEMBER 2018

1. Diverse views were expressed in the 25 plus regional and hui-a-hapū held from 10 August to 6 September from Whangaroa to Ōtautahi.
2. These views are captured in submissions made by people and notes taken by the Office of Treaty Settlements and Te Puni Kōkiri.
3. Our summary of the key views are set out in **APPENDIX 2**.
4. We have, in our view, addressed hapū rangatiratanga as outlined by the Waitangi Tribunal. But, as detailed at slide 16, we could not address the issue of 6 separate settlements.

## RESPONSE TO KUIA/KAUMĀTUA REPRESENTATION ON THE MANDATED ENTITY: SUPPORT BUT NO CLEAR CUT ANSWER

1. There is strong support for kuia and kaumātua being on the Regional Negotiation Bodies (**RNBs**).
2. The view from some kuia/kaumātua and other presenters was that they must be on the Central Negotiation Body (**CNB**).
3. **The 3 options for appointment of a kuia and kaumātua to the CNB are:**
  1. No kuia and kaumatua on the CNB. Hapū will select their kuia and kaumatua over the age of 55 years to the RNBs only; OR
  2. Ngāpuhi kuia and kaumātua over the age of 55 years of age appoint the kuia and kaumātua for the CNB; OR
  3. Kuia and kaumātua on the RNBs (12 in total) appoint the kuia and kaumātua from amongst them for the CNB.

# RESPONSE TO URBAN REPRESENTATION ON THE CNB: UNRESOLVED

## Outright rejection

1. The proposition that there are some Ngāpuhi who do not know their hapū is not supported.
2. Rohe/taiwhenua/hapū will take care of their hapū members irrespective of where they reside.

## Support

1. There was support only for the option of Ngāpuhi ki waho i te rohe appointing their own representatives.
2. Some Ngāpuhi in Tāmaki advocated for 5 representatives on the CNB based on 50,000 Ngāpuhi being based in Tāmaki. With the addition of Waikato/BOP this would mean a total of 8 Ngāpuhi ki waho i te rohe on the CNB.

# RESPONSE TO THE RŪNANGA REPRESENTATION ON THE CENTRAL NEGOTIATION BODY: UNRESOLVED

## Outright rejection.

1. If the Rūnanga is to transfer the fisheries asset then that can be done without having representation on the CNB.
2. There were people who spoke about the unaccountability of the Rūnanga as a reason why they do not support the Rūnanga having a seat on the CNB.

## Support.

1. The Rūnanga is the only collective Ngāpuhi entity, and needs to oversee the transfer of the \$57m fisheries settlement asset to the new Post Settlement Governance Entity.
2. The Rūnanga will not have a seat/role on the post-settlement governance entity (**PSGE**).
3. There were people who spoke in support of the Rūnanga and its work.

## SELECTING AND APPOINTING HAPŪ KAIKŌRERO: PROPOSED

1. The Waitangi Tribunal recommended that hapū have the opportunity to refresh their representation if that is their wish.
2. After the evolved mandate has been confirmed the new rules will ensure that hapū can hold hui-a-hapū to select and appoint hapū kaikōrero at any time.
3. It is proposed that any specific hui-a-hapū to select and appoint hapū kaikōrero must be on the hapū marae with 21 days' public notice, with the first order of business to first decide the hapū tikanga by which the hapū will select and appoint their hapū kaikōrero. The selection and appointment of hapū kaikōrero will then be carried out under the confirmed hapū tikanga.
4. Public notice is required for the hui-a-hapū to provide all hapū members the opportunity to participate in the selection and appointment of their hapū kaikōrero.

## TAIWHENUA MANDATE MAINTENANCE: PROPOSED

1. The Waitangi Tribunal recommended that hapū engagement be maintained and measured.
2. We have proposed that hapū representatives organise themselves in to regions/Taiwhenua where they will communicate and work together on their collective regional interests and maintain their accountabilities with their hapū along with the CNB and RNBs.
3. With regard to measurement, taiwhenua will be required to maintain the support of at least 65% of the hapū that sit within their respective regions as recommended by the Waitangi Tribunal (at page 99 of its report).

# HAPŪ WITHDRAWAL PROCESS: PROPOSED

## (APPENDIX 3)

1. The Waitangi Tribunal recommended a withdrawal process for hapū who wish to withdraw from the mandate. The Maranga Mai report identified a withdrawal process which we have adapted.
2. Set out in Appendix 4 is the proposed hapū withdrawal process for discussion.
3. In short, the hapū/hapū kaikōrero must give 21 days notice of withdrawal to its hapū. The hapū needs to support this notice plus understand the implications of the withdrawal with a statement from the Crown. Then, if supported by the hapū, give 30 days notice to the taiwhenua/RNB/CNB of withdrawal.
4. The taiwhenua must, within the 30 days, convene a meeting of hapū within the taiwhenua to discuss the withdrawal kanohi ki te kahohi with the withdrawing hapū.
5. If the matter is not resolved, then the hapū gives 21 days notice that it will confirm its intention to withdraw. If this final resolution is supported by the hapū then the hapū withdraws from the mandate.

## OTHER MATTERS: INCREASING 5 REGIONS TO 6 AND WHAT THAT MEANS IN PRACTICE

1. Some hapū and marae within Mangakāhia championed for a separate region at the hui held at Mangakāhia on 11 August 2018.
2. The Minister indicated his support for this proposal at the hui in Mangakāhia.
3. The TAs have had to look at equity and relativity to other regions based on the number of marae and hapū. Otherwise other regions may choose to split up.

**A CRITICAL ISSUE:  
ONE SETTLEMENT WITH 7 PARTS  
OR  
6 SEPARATE SETTLEMENTS**

1. The underpinning focus of this paper is how Ngāpuhi proceeds as Ngāpuhi whilst respecting hapū rangatiratanga. The 2 main options are:
  1. 1 settlement with 7 connected settlement parts; OR
  2. 6 separate settlements.
2. **The approach in this paper is 1 Ngāpuhi settlement – with 7 settlement parts** that in our view addresses hapū rangatiratanga as outlined by the Waitangi Tribunal (**Appendix 1**)

## NEXT STEPS IN THE EVOLUTION OF THE MANDATE

1. This report seeks to set out to reflect what we heard at the hui that Te Rōpū Tūhono and/or TAs attended, and our views on the next steps.
2. This report will specifically cover:
  1. Te Whakaputanga, Te Tiriti o Waitangi and Sovereignty
  2. Hapū Rangatiratanga – The proposed approach to commercial redress
  3. The process for determining “an adequate level of support from Ngāpuhi”
  4. Timeline to settlement (legislation).

# 1. HE WHAKAPUTANGA ME TE TIRITI O WAITANGI

- In the terms of negotiation signed by TIMA in May 2014, the Crown acknowledged:

4.2.1 that there are differences in meaning between the English and Māori texts of Te Tiriti o Waitangi / The Treaty of Waitangi;

4.2.2 the significance and meaning Ngāpuhi place on He Whakaputanga and Te Tiriti o Waitangi / The Treaty of Waitangi;

- In making its finding in 2014, the Tribunal acknowledged that Ngāpuhi only signed the Māori version so there was no need to reconcile the different texts.

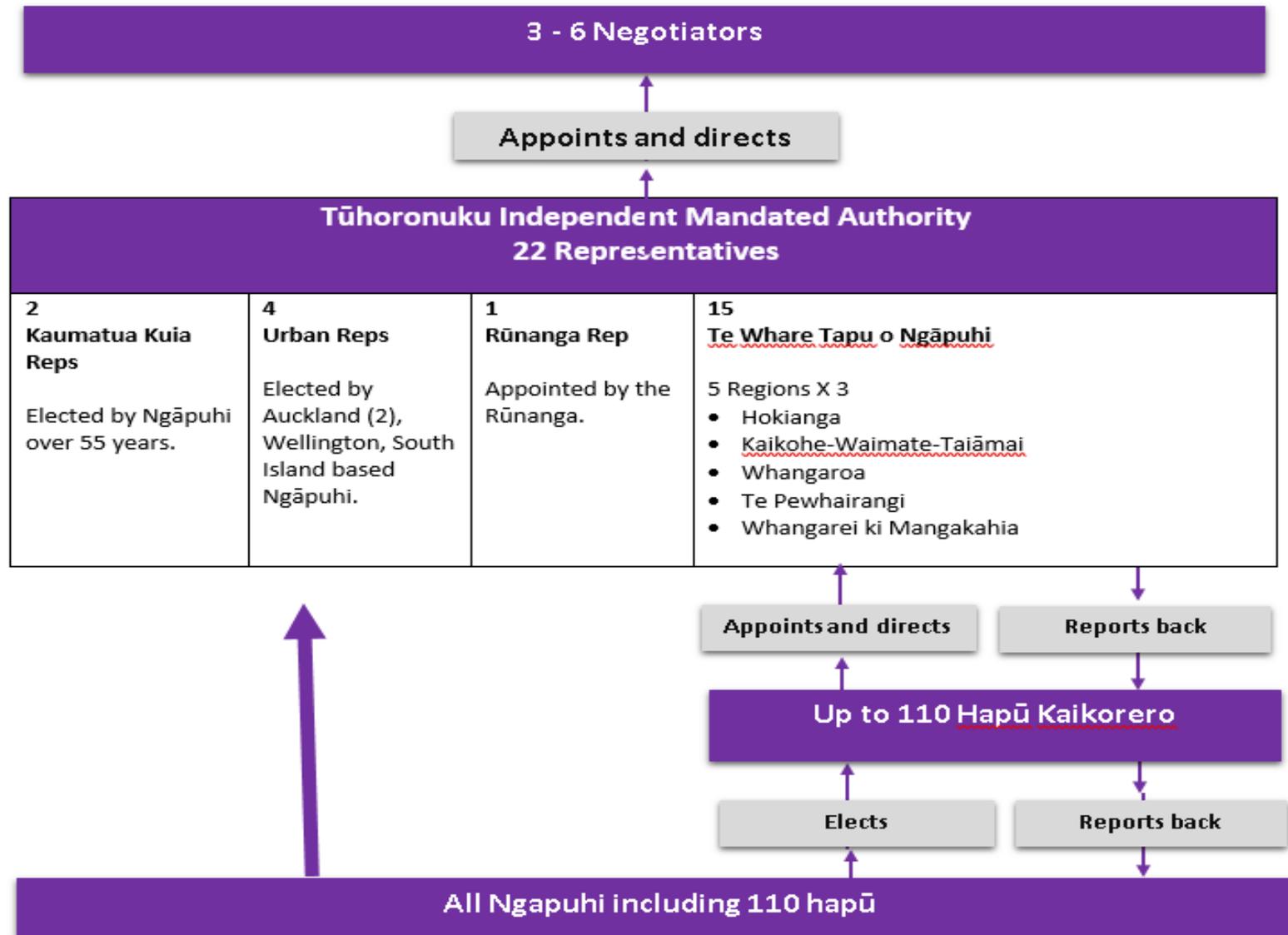
## **CROWN - MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS**

- 1. The Minister accepts the Waitangi Tribunal made findings in its stage 1 report (Te Paparahi o Te Raki) that rangatira of hapū of Ngāpuhi who signed Te Tiriti o Waitangi on 6 February 1840 did not cede sovereignty; and**
- 2. Commits as a part of the terms of negotiation to discuss this finding and what it means today in terms of the relationship between the Crown and Ngāpuhi.**
- 3. The timing of these discussions can be determined in the terms of negotiation.**

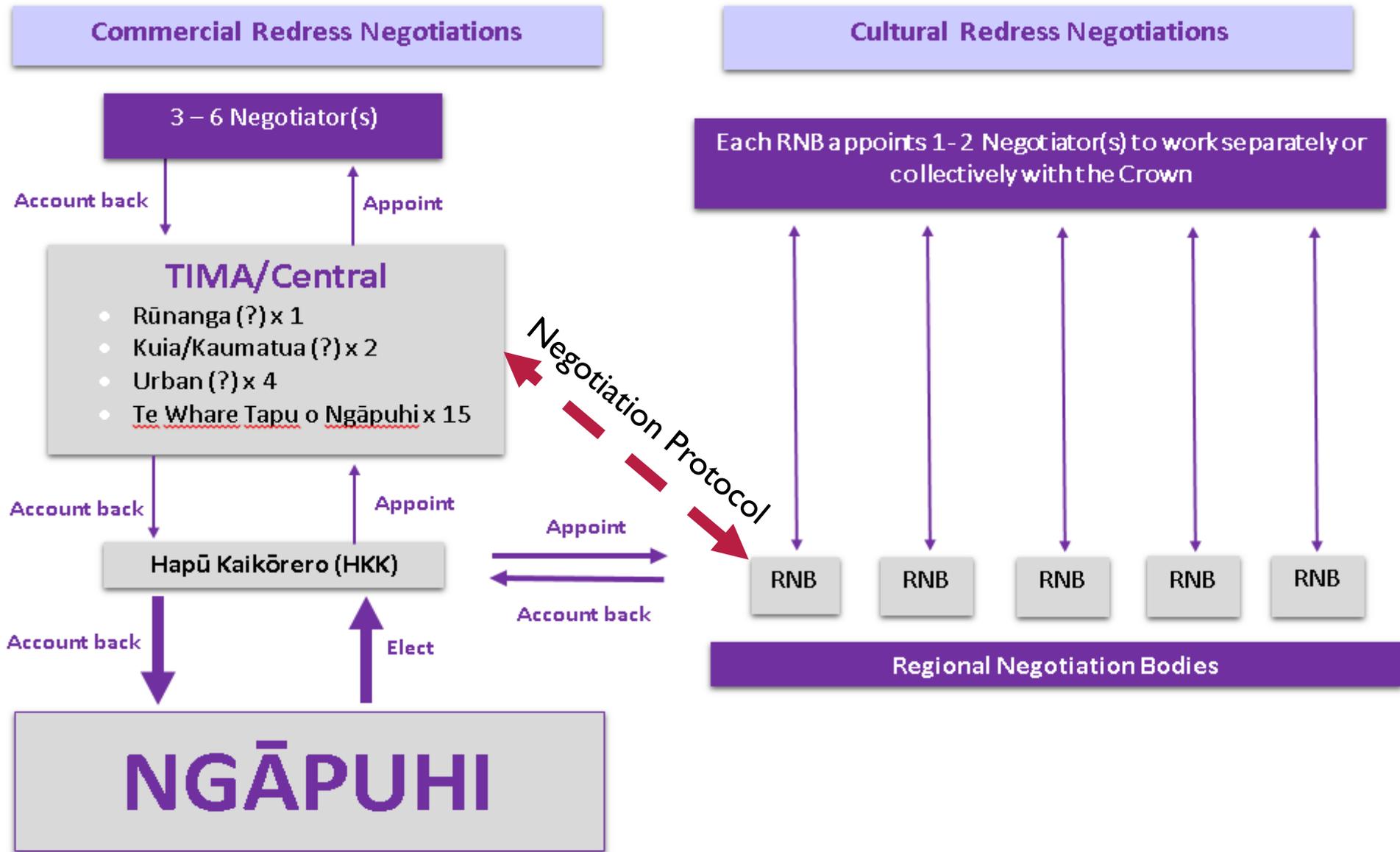
## **2. HAPŪ RANGATIRATANGA**

The proposed approach to commercial redress

## Current TIMA Structure



Presented Model from 10 August 2018 - 6 September 2018



## WHAT DOES CULTURAL REDRESS NEGOTIATIONS COVER? SOME EXAMPLES...

1. **Historical account** – this is a negotiated view with the Crown of your history and breaches by the Crown of Te Tiriti o Waitangi. This will also extend to negotiating the specific apology by the Crown.
2. **Cultural land or resource** – securing the transfer of waahi tapu or sites of significance in the ownership of the Crown back to hapū, a region or Ngāpuhi whānui.
3. **Resource relationship agreements** – over land or waters which confirms the association of the hapū with any resource owned by the Crown.
4. **Accords** – how certain government agencies should work with hapū, regions or Ngāpuhi whānui.
5. **Cultural revitalisation** – resourcing to revitalise the marae or reo or other aspect of Ngāpuhi culture in a region or across Ngāpuhi whānui.

## WHAT DOES COMMERCIAL REDRESS NEGOTIATIONS COVER? SOME EXAMPLES...

1. **Quantum (financial redress)** – “Ko te moni hei utu i te hara”. This is the agreed financial figure for addressing the Crown’s breaches of Te Tiriti o Waitangi.
2. **Commercial redress** – These are commercial properties either owned by the Crown or purchased by the Crown for the Ngāpuhi. This includes Crown forest lands, government properties (courts, schools etc) or properties that the CNB wants the Crown to purchase and hold for settlement.
3. **Deferred selection process and rights of first refusal** – This provides the right to a PSGE to purchase certain properties or properties within an agreed area (not cross claimed).
4. **Allocation** – Any cash or properties held by the CNB will be subject to an allocation plan to be developed and agreed with the hapū/regions.

# EXPLICIT HAPŪ DECISION MAKING IN COMMERCIAL REDRESS

1. We heard the request for hapū/regional decision making on commercial redress.
2. We have now put forward additional options of:
  1. RNB input on CNB negotiations on commercial; and/or
  2. Post agreement in principle (**AIP**) commercial allocation process.

# REFLECTING HAPŪ RANGATIRATANGA : STRENGTHENING HAPŪ IN A COMBINED COMMERCIAL AND CULTURAL REDRESS WORKSTREAMS

## Commercial redress negotiations with direct input from the 6 RNBs:

1. Researching and negotiating into the Ngāpuhi quantum and commercial redress negotiations;
2. Identifying and confirming the structure and representation of the Ngāpuhi PSGE in discussions with the RNB negotiators.
3. **Discussing with the RNB negotiators:**
  1. **Agreed allocation of commercial redress (all or part) prior to settlement legislation; and/or**
  2. **An agreed commercial redress allocation process to be implemented after settlement and how this is reinforced in the PSGE constitution, deed of settlement (DOS), etc.**

## Cultural redress, social accords and regional rights negotiations with direct input from the hapū through the hapū kaikōrero:

1. Researching and individually and collectively negotiating and agreeing cultural redress for regions or Ngāpuhi as a whole including land, rights (statutory acknowledgements through to a Ngāpuhi Reo strategy etc), cash and other resourcing. This will include resolving any cross/overlapping claims.
2. Researching and individually and collectively negotiating social accords and other instruments for hapū /regions with central and local government including alignment with the provincial growth fund or similar government investments.
3. **Individually and collectively inputting to the CNB/negotiators development and confirmation of quantum, commercial redress and PSGE.**
4. **Collectively discussing allocation of the commercial redress:**
  1. **Agreed allocation of commercial redress (all or part) prior to settlement; and/or**
  2. **An agreed allocation of commercial redress process to be implemented after settlement, and how this is reinforced in the PSGE constitution, DOS, etc.**

# CULTURAL REDRESS NEGOTIATIONS AND REFLECTING HAPŪ RANGATIRATANGA

**Cultural redress, social accords and regional rights negotiations with direct input from the hapū through the hapū kaikōrero:**

1. Researching and individually and collectively negotiating and agreeing cultural redress for regions or Ngāpuhi as a whole including land, rights (statutory acknowledgements through to a Ngāpuhi reo strategy etc), cash and other resourcing. This will include resolving any cross/overlapping claims.
2. Researching and individually and collectively negotiating social accords and other instruments for hapū/regions with central and local government including alignment with government investments.
3. **Individually and collectively inputting to the CNB development and confirmation of quantum, commercial redress and PSGE.**
4. **Collectively discussing allocation of the commercial redress:**
  1. **Agreed commercial redress allocation prior to settlement; and/or**
  2. **An agreed allocation of commercial process to be implemented after settlement, and how this is reinforced in the PSGE constitution, DOS and settlement legislation.**

# COMMERCIAL REDRESS NEGOTIATIONS & REFLECTING HAPŪ RANGATIRATANGA

## Commercial redress negotiations with direct input from the RNBs:

1. Researching, negotiating and agreeing the Ngāpuhi quantum
2. Researching, negotiating and agreeing on the Ngāpuhi commercial redress
3. **Identifying and confirming the structure and representation of the Ngāpuhi PSGE in discussions with the RNB negotiators**
4. **Discussing with other RNB negotiators:**
  1. **Agreed commercial redress allocation prior to settlement; and/or**
  2. **An agreed allocation of commercial redress process to be implemented after settlement, and how this is reinforced in the PSGE constitution, DOS and settlement legislation.**

## PROPOSED TIMELINES FOR ALLOCATING COMMERCIAL REDRESS TO ROHE/TAIWHENUA

1. Once the AIP is signed the CNB and RNBs meet and seek to agree *if* and *how* any commercial redress may be allocated to the regions on settlement date (to the regional PSGEs); OR
2. If no agreement can be reached (whole or part) within 12 months of the AIP then the commercial redress (whole or part) will stay in the central PSGE but the central PSGE will have included in its rules a process for ongoing Ngāpuhi post settlement commercial redress allocation dialogue.

## 2 EXAMPLES OF PRE AND POST SETTLEMENT ALLOCATION OF COMMERCIAL REDRESS (SEE **APPENDIX 4** FOR DETAILS)

### NGA HAPŪ O NGĀTI RANGINUI

1. 8 hapū groupings of 3 negotiators each negotiated directly with the Crown (Patsy Reddy and Technical Adviser, David Tapsell).
2. 8 hapū agreed with a process for allocating cultural and commercial redress before settlement with one hapū then not agreeing with an independent arbiter report – then losing legally in the post settlement court actions.
3. **The opportunity is for the 6 rohe/taiwhenua to jointly agree to allocation BEFORE the DOS for Ngāpuhi is initialled.**

### CENTRAL NORTH ISLAND FORESTS LAND COLLECTIVE SETTLEMENT ACT 2008

1. The 8 Iwi of the CNI forest land (176,000 hectares(ha)) agreed to hold this commercial redress land together and agreed on a process for allocation of that land within 2 years after settlement legislation went through in 2008.
2. 10 years later an allocation plan has not been agreed BUT the iwi collectively own the land and take the rental from the land whilst allocation is being worked through.
3. This is the default position if the 6 rohe/taiwhenua do not agree on allocation.

# NGĀPUHI

1 settlement with 7 negotiation bodies and 3 major workstreams: (1) commercial redress and allocation (2) cultural redress and (3) PSGE establishment.

# HAPŪ

6 RNBs

Kaikōrero

**Central Mandated Entity Governance**  
 Rūnanga x 1 (until transfer asset) TBC  
 Kuia/kaumātua x 2 (TBC)  
 Ngāpuhi ki waho i te rohe x 4 TBC  
 Te Whare Tapu o Ngāpuhi x 15

**2 commercial negotiators** – with support from 6 RNB negotiators

Each RNB appoints 1-3 negotiator(s) to work separately or collectively with the Crown on cultural redress and with each other for an agreement on commercial redress allocation.

Commercial redress negotiations with the Crown

Cultural redress negotiations with the Crown



## PROPOSED ACCOUNTABILITIES OF THE REGIONAL NEGOTIATION BODIES

1. RNB members will be appointed by hapū kaikōrero in each region through a call for nominations and a vote. Hapū kaikōrero will retain ability to remove, replace or reappoint RNB members.
2. Each RNB will appoint 1-3 negotiator(s).
3. RNB members will be required to report monthly to hapū kaikōrero on the negotiations. Hapū kaikōrero in turn will be responsible for providing these reports to their hapū members and marae.
4. Each RNB will need to develop a set of rules to govern their decision-making and dispute resolution mechanisms for any disputes amongst themselves, with their hapū kaikōrero, with other RNBs or with the CNB.
5. RNBs will manage funding (including claimant funding) necessary to conduct the regional negotiations. Regular financial reporting to hapū kaikōrero will be required.
6. The agreed RNB accountabilities and appointment processes will be reflected as appropriate in the amended mandate rules and deed documents.

## RESOURCING FOR TAIWHENUA

- The Crown will support the establishment of taiwhenua/RNBs if the evolved mandate is supported.

### 3. DETERMINING “AN ADEQUATE LEVEL OF SUPPORT FROM NGĀPUHI”: THE PROPOSED ENDORSEMENT PROCESS

1. The question was asked in Otangarei and Tāmaki “what will you do if Ngāpuhi don’t agree through these hui”. This slide sets out the process that will be followed to seek the endorsement from Ngāpuhi.
2. It is proposed that after this current round of hui, and further hui a hapū, feedback and submissions, a proposal of the key issues is identified and then put out to all of Ngāpuhi and hapū to confirm.
3. **For an all of Ngāpuhi vote this will be an independent voting process (e.g. Electionz.com) with a verification process for people to register (if you are not already on agreed Ngāpuhi registers). A good guide for adequate support is an endorsement level of approximately 75% of all Ngāpuhi (over the age of 18 years of age) who vote.**
4. **The Waitangi Tribunal indicated that an adequate level of support for hapū would be 65% of the 110 identified hapū (see page 99 of report). A submissions process for hapū would be run (those with kaikōrero and those without following hui). Then reporting back. This provides good guidance on an adequate level.**

# ENDORSEMENT OF THE PROPOSED EVOLUTION OF MANDATE

1. The main recommendation that will be put to all Ngāpuhi and hapū is to endorse the evolved mandate.
2. Over and above the pivotal recommendation of general endorsement, there are 3 specific issues that we are seeking your view on which are:
  1. Kuia and kaumātua representation on the CNB
  2. Ngāpuhi in urban areas representation on the CNB
  3. Te Rūnanga a Iwi o Ngāpuhi representation on the CNB.

# RŪNANGA REPRESENTATION ON THE CNB: 2 OPTIONS

The 2 options we are seeking your views on are:

1. Rūnanga representative be on the CNB until settlement date with the settlement legislation being used to transfer the assets from the Rūnanga to the new PSGE;

**OR**

2. No Rūnanga representative on the CNB.

# URBAN REPRESENTATION ON CNB: 3 OPTIONS FOR ENDORSEMENT

There is support for 1 representative from Ngāpuhi in an urban area being on each of the 6 RNBs.

For the CNB, the 3 options that we are seeking your views on are:

1. The Ngāpuhi ki waho i te rohe representatives on the RNBs determining who their 4 Ngāpuhi ki waho i te rohe on the CNB will be; OR
2. Each of the 4 existing Ngāpuhi ki waho i te rohe regions determine who their representatives will be on the CNB (2 from Tāmaki; 1 Wellington and 1 Te Waipounamu);
3. 8 Ngāpuhi ki waho i te rohe appoint on the CNB as follows:
  1. 5 for Tāmaki (3 from 3 regions plus 2 taitamariki ((1) tāne and (1) wahine)); and
  2. 3 outside Tāmaki: 1 each for Waikato/BOP; Wellington; Te Waipounamu.

# KUIA/KAUMĀTUA REPRESENTATION ON CNB

1. There is strong support for kuia and kaumātua being on the RNBs.
2. The 3 options for appointment of a kuia and kaumātua to the CNB, that we are seeking your views on are:
  1. No kuia and kaumātua on the CNB. Hapū will select their kuia and kaumātua over the age of 55 years to the RNBs only; OR
  2. Ngāpuhi kuia and kaumātua over the age of 55 years of age appoint the kuia and kaumātua for the CNB; OR
  3. Kuia and kaumātua on the RNBs appoint the kuia and kaumātua from amongst them for the CNB.

## 4. TIMELINE TO SETTLEMENT

Titiro ki nga taumata o te moana

## 3 OCTOBER 2018: TE RŌPŪ TŪHONO DECISION

1. At a meeting held by Te Rōpū Tūhono on 1 September 2018 it was agreed that:
  1. This second round of hui proceed as proposed
  2. The feedback/submissions be assessed from this second round up to 26 September 2018
  3. The final proposition for consideration of all Ngāpuhi be confirmed by Te Rōpū Tūhono on 3 October 2018.
2. On 3 October 2018 Te Rōpū Tūhono will decide if there is a proposal that they believe will achieve an adequate level of support from Ngāpuhi.
3. If there is agreement of Te Rōpū Tūhono then the final proposition will be put to all Ngāpuhi and hapū from 8 October 2018 with voting and submissions by all hapū Ngāpuhi taking place through to 18 November 2018.
4. Further information hui are proposed during this time if people require more information.
5. The timeline to settlement that follows is subject to the Te Rōpū Tūhono decision on 3 October 2018.

# ACHIEVING SETTLEMENT LEGISLATION BY AUGUST 2020.

- By the end of November 2018: Mandate endorsed and new rules in place
- December 2018: Establishment of the 6 RNBs
- January 2019: 6 terms of negotiations signed for RNBs
- December 2019: CNB and 6 RNB AIPs signed
- May 2020: Initialling of DOS
- June 2020: Ratification of DOS and PSGE(s)
- July 2020: DOS signed
- August 2020: Settlement legislation introduced into Parliament

## **TIMELINE FOR MAKING SUBMISSIONS: 5PM, 26 SEPTEMBER 2018**

1. Over and above feedback and submissions provided directly to the current hui, people are welcome to send further submissions to the Office of Treaty Settlements.
2. After the final hui for this round (22 September) the TAs will be available to meet with hapū representatives who want to discuss this current proposal. Outside those hui a hapū that the TAs have committed to, these meetings with hapū will take place at a central venue from 24 to 25 September 2018. Please contact the Office of Treaty Settlements if you want to take up some of the available time slots.

# CONTACT PEOPLE

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- **Questions/queries on the proposal: TAs**

- David Tapsell                      david.tapsell@justice.govt.nz
- Jason Pou                              pou@tupono.co.nz
- Willie Te Aho                      willie.teaho@icsolutions.co.nz

- **Where submissions can be sent to: Office of Treaty Settlements**

- [ngapuhifeedback@justice.govt.nz](mailto:ngapuhifeedback@justice.govt.nz)

- **Resourcing and timetable to hold hui-a-hapū or meet the TAs in person to discuss this proposal: Office of Treaty Settlements**

- [ernest.stokes@justice.govt.nz](mailto:ernest.stokes@justice.govt.nz)                      DDI: +64 4 918 8605 | Ext: 58605

- **Website:** <https://www.govt.nz/ngapuhi/>

# APPENDIX 1

Recommendations from the Waitangi Tribunal Report (September 2015) – refer **ATTACHMENT 1**

## **APPENDIX 2**

Summary of key issues from hui held 10 August - 6 September 2018

## WHAT DID WE HEAR OVERALL FROM 10 AUGUST - 6 SEPTEMBER 2018: VARIOUS REASONS FOR REJECTION OF THE PROPOSAL

- 1. Outright rejection of the proposal** for a range of reasons ranging from the submitters view of Te Whakaputanga, Te Tiriti, that hapū did not cede sovereignty, the lack of authority of Parliament/Government/Minister to engage, hapū tikanga, hapū rangatiratanga, the failure of CNB to adopt Maranga Mai, a distrust/dislike of TIMA or TIMA individuals. [This is not a full list of the reasons for rejection but a summary of some the key issues.]
- 2. Rejection of the proposal for process reasons** including a lack of time to discuss the proposal, to a lack of detail in the proposal itself and the failure to have women in Te Rōpū Tūhono or in the TAs group.
- 3. A rejection of the proposal in favour of 5 or 6 individual direct regional/taiwhenua/rohe (hapū) negotiations with the Crown under the existing mandate** and in this regard a rejection of a CNB to negotiate commercial redress which is a fundamental base for the approach in the first TA paper.

## WHAT DID WE HEAR OVERALL FROM 10 AUGUST - 6 SEPTEMBER 2018: VARIOUS REASONS FOR SUPPORT FOR THE PROPOSAL

- 1. Outright support for the proposal** for a range of reasons ranging from concerns over the delays to date; the need to do something now for Ngāpuhi and move forward, and confidence in the Ngāpuhi leadership and this particular Minister to find a way forward and work through the detail.
- 2. Conditional support subject to process issues being addressed** including more time to discuss the proposal, and the provision of more detail. This detail includes:
  - 1.** How hapū rangatiratanga can be achieved – with a particular focus on how the cultural redress and commercial redress negotiations take place with hapū involved. This hapū rangatiratanga extends to a withdrawal process.
  - 2.** How Ngāpuhi in urban environments can be included in cultural redress negotiations for delivery where they reside; how they can be involved in the governance of the CNB and how the CNB governance can reflect Ngāpuhi in the urban areas.

## **APPENDIX 3**

Hapū withdrawal from the mandate

## STEP 1: NOTICE OF INTENTION TO WITHDRAW (21 DAYS NOTICE)

1. A hui-a-hapū to confirm the notice of intention to withdraw must be publicly advertised at least 21 days in advance in ways that will ensure the best possible notification of the hui for hapū members. The advertisement (public notice) must state the venue, date, time and purpose of the hui; the resolution/notice to withdraw that will be put and how hapū members may obtain information about the consequences of withdrawal.
2. Upon receiving the public notice of an intention to withdraw, the Crown must provide a statement of potential consequences including Crown policy that withdrawal means that hapū will no longer be involved in negotiations. The statement must also outline whether the Crown is likely to consider a hapū to be a large natural grouping suitable for negotiations and, if a hapū is accepted as a large natural grouping, the timing to achieve mandating requirements.

## STEP 2: RNB/TAIWHENUA MEETING WITH HAPŪ TO DISCUSS NOTICE OF INTENTION TO WITHDRAW (30 DAYS NOTICE)

1. If the initial hui-a-hapū supports the notice to withdraw, the hapū must then give 30 days' written notice to the CNB and RNB and all other hapū representatives within its RNB of its intention to withdraw from the mandate, including the reasons for proposing withdrawal and the consequences of withdrawal.
2. Within the 30 days' written notice, the RNB/s from which the hapū seeks to withdraw shall convene a hui of all hapū representatives to discuss and attempt to address relevant issues leading to the hapū decision to give notice of withdrawal. This RNB hui will provide an opportunity for the region and the hapū representatives as a wider collective to respond and possibly to encourage the hapū not to proceed with withdrawal.

## STEP 3: HUI-A-HAPŪ TO CONFIRM WITHDRAWAL (21 DAYS NOTICE)

1. If at the expiry of the 30 days' written notice to the CNB and RNB the withdrawal is not resolved at the RNB level, the hapū must then hold another hui-a-hapū to confirm withdrawal. This hui-a-hapū needs to again be advertised 21 days in advance. The venue, date, time, and purpose of the hui must be stated, as well as the withdrawal resolutions to be put and the consequences of withdrawal. The responses of the Crown, the RNB/hapū representatives are to be made available to hapū members.
2. The hapū is then to notify the outcome of the hui to the relevant RNB/s who will inform the rest of the hapū within the RNB/s and the CNB.
3. If the initial hui-a-hapū decides to remain involved in the negotiations, the hapū must notify the RNB/s and the CNB.

## **APPENDIX 4**

Ngā Hapū o Ngāti Ranginui – An example of an agreed allocation of commercial and cultural redress to hapū before settlement

**What were the individual 8 hapū settlement packages for Nga hapū o Ngāti Ranginui? How were they achieved?**

# Allocation of Quantum (\$24m)

1. In March 2010 the mandated hapū representatives for Nga hapū o Ngāti Ranginui decided that the quantum be split as follows:
  1. **30%:** For **general treaty** breaches
  2. **50%:** For **raupatu** (50,000 acres)
  3. **20%:** For **Te Puna Katikati** purchase.
2. The **general Treaty breaches** amount (\$7.2m) was split equally amongst the 8 hapū (**\$900,000 for each hapū**).
3. Raupatu and Te Puna Katikati was determined on the basis of mana whenua between 6 February 1840 and May 1866.

# Cultural Revitalisation (\$4m) and Minimum Cash Payment per Hapū

1. In recognition of the truly hapū centric settlement, the Crown agreed to provide **\$500,000 per hapū** for cultural revitalisation.
2. If you add this to the amount of general breaches quantum to go to each hapū (\$900,000) this provides a **overall minimum payment of \$1.4m per hapū**.
3. All hapū have received their full quantum figures and approved them (except one hapū).

# Allocation of Available Crown Properties to Hapū

1. The allocation of available Crown properties was again based on mana whenua. If available Crown land is in your agreed rohe then you negotiate for its return.
2. All hapū have received and approved their allocation of land (except one).
3. Because of the delay in receiving some disclosure information from the Crown (e.g. the Department of Conservation (DOC) or land covenants) hapū still have the option of discussing the Crown disclosure information and not taking the land in the DOS.

# Internal (Inter-Hapū ) Allocation Decisions

1. All hapū support the DOS.
2. One hapū disagrees with the allocation decision made between it and another hapū. That decision was made by an independent arbiter in March 2012.
3. All other hapū allocations are agreed.
4. The allocation outlined in this presentation is based on the inter-hapū agreements and the independent arbiter's decision.

# Ngāti Taka settlement package: \$2m

**Acknowledgement:** Ngati Taka history told with direct apology from the Crown to Ngati Taka

1. **Cash:** \$1.4m
2. **Property:**
  1. **Return of key Crown land** managed by DOC. Te Hanga (30 ha) and Tawhanga (30 ha) and shared gifting in Te Awa o Ngaumuwahine (55 ha) with Wairoa hapū .
3. **Te Papa joint-venture (JV) property company:**
  1. **Ownership of 4.7% of Te Papa JV company with Ngai Te Rangi** (share worth \$302,070 from 1 July 2012).
4. **Hapū relationships:** Direct central government and local government relationship agreement with Ngāti Taka established through Ngā hapū o Ngāti Ranginui Hapū Settlement Trust.

# Ngai Tamaraawaho settlement package: \$10m

1. **Acknowledgement:** Direct apology from the Crown to Ngai Tamaraawaho.
2. **Cash:** \$5.708m
3. **Property:**
  1. **Transfer of** Huria Kaumātua flats, 6 Country Way and Millers Road.
  2. **Gifting** of NZ Police land (Taumata Kahawai) with 20 year rental holiday plus 10 year option to buy new building and lease back NZ Police.
  3. **Return of key Crown land** managed by DOC at Waikareao estuary (2 titles of 3 ha) and Te Rii o Tamaraawaho - Taumata 17 (76 ha).
  4. **Purchase** of joint 20% share in Puwhenua forest (with Ngati Ruahine and Ngai Te Ahi).
  5. **Right of First** refusal for HNZN houses within 1 kilometre of Huria Marae.
3. **Te Papa JV Property Company:**
  1. **Ownership of 13% of Te Papa JV company with Ngai Te Rangi** (share worth \$885,300 from 1 July 2012).
4. **Hapū relationships:**
  1. Direct central government and local government relationship agreement with Ngai Tamaraawaho established through Ngā hapū o Ngāti Ranginui Hapū Settlement Trust. This includes a direct relationship with the NZ Police.