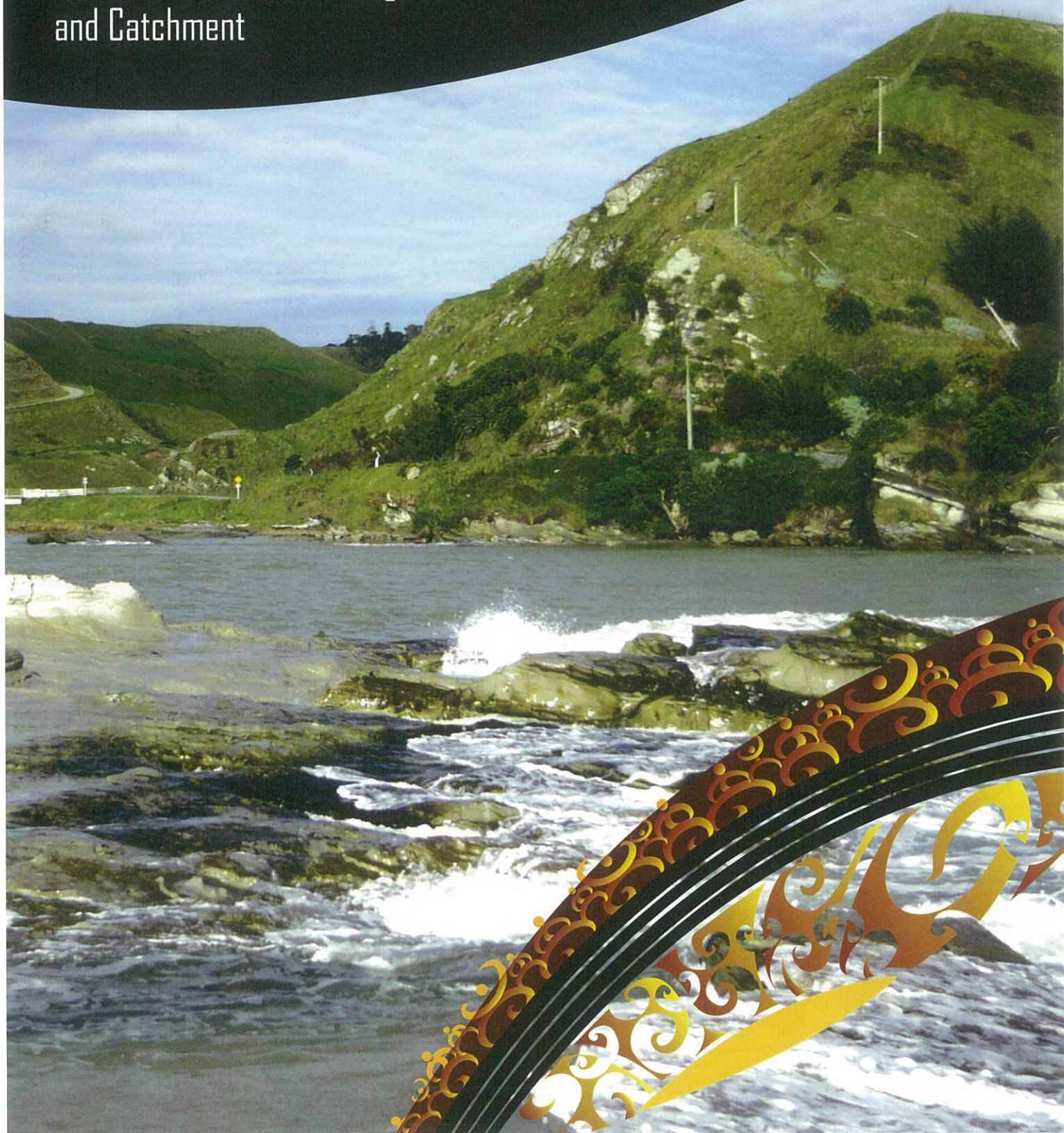


Tauaki Kawa o Nga Kaitiaki o te Whenua o Whangawehi

Memorandum of Understanding for the Protection and Enhancement of the Whangawehi River and Catchment



AGREEMENT dated 16th July 2011

BETWEEN Wairoa District Council
AND Hawke's Bay Regional Council
AND Tangata Whenua of Mahia represented by:
Kaiuku Marae Trustees
Tuahuru Marae Trustees
Ruawharo Marae Trustees
Mahanga Marae Trustees
Mahia Maori Committee
AND Landowners in the Whangawehi catchment

BACKGROUND

- A. Tangata whenua exercise Mana Whakahaere over the Mahia Peninsula which includes the Whenua, Awa, and Moana. Mahia Peninsula, and in particular, the land affected by the proposed waste water treatment system and disposal area is of immense cultural and historical importance to tangata whenua and has been for many generations since the arrival of tipuna to the Mahia Peninsula.
- B. Tangata whenua regard the Whenua, Awa, and Moana, as Taonga, with whom they maintain a unique relationship. For tangata whenua the Whenua, Awa, and Moana represent the Mana and Mauri of the people and is central to their spiritual and physical well-being and to tribal identity. This relationship is recorded in many whakatauki and waiata and in tribal oral histories which record the association of ancestors with places and events that continue to touch the daily lives of tangata whenua. They have developed tikanga which embody profound respect for the Whenua, Awa, and Moana and for the life within and around it, and believe that if these three taonga are cared for, the spiritual and temporal health of the people will be sustained.
- C. Tangata whenua consider that construction and operation of the Waste Water Treatment and Disposal System diminishes the Mauri of the Whenua, Awa, and Moana, and compromises their ancestral and current relationship with it. Notwithstanding, Tangata Whenua acknowledge that the Waste Water Treatment and Disposal System will be built and will remain in place for the foreseeable future. They also acknowledge that many changes resulting from its construction will produce positive community outcomes. Tangata Whenua have resolved to protect,

support, sustain and enhance their relationship with their Whenua, Awa, and Moana by (amongst other matters) entering into this Memorandum of Understanding with Wairoa District Council and Hawke's Bay Regional Council.

- D. Wairoa District Council is a territorial authority duly constituted under the Local Government Act 2002.
- E. Wairoa District Council has obtained Resource Consents and Designation for the construction and operation of a wastewater treatment and disposal facility servicing the Mahia Beach area.
- F. The proposed wastewater treatment and disposal area is as identified in the attached plan marked "A".
- G. The parties wish to engage in a respectful, meaningful, balanced, enduring, and mutually beneficial decision making process, and as a result the parties wish to record their understandings by this Memorandum:

NOW IT IS HEREBY AGREED:

1. Wairoa District Council will act in all cases to protect the integrity of the Whangawehi river using a pro-active approach to prevent any contamination occurring. This includes ensuring designs are sufficiently robust to cater for earthquakes and other natural events with adequate factors of safety as detailed in the relevant design codes or guidelines.
2. At a meeting between the parties and prior to finalising the designs the Wairoa District Council will present the detailed design for infrastructure associated with the wastewater scheme with particular reference to explaining how the design is intended to avoid contamination of the Whangawehi river.
3. Should a contamination event occur Wairoa District Council will act immediately to rectify the situation and to restore the affected awa, whenua, mahinga kai to the state existing prior to the contamination event happening.
4. The resource consent conditions require that a management plan be developed for the management and operation of the scheme. The parties agree to work together on the formulation and finalisation of the management plan.
5. That in addition to the recommended monitoring and management requirements imposed by resource consent conditions and/or the Designation, or the conditions or requirements imposed by any decision of the Court, Wairoa District Council and

Hawke's Bay Regional Council will, in conjunction with Tangata Whenua and Landowners, undertake further water monitoring/sampling at locations to be agreed during the development of the Catchment Management Plan.

6. All monitoring results shall be available to the parties to this agreement on request at any time and a meeting will be held at least quarterly to discuss results. The Wairoa District Council will notify the other MoU partners as soon as possible of any contamination event.
7. In furtherance of a desire of the parties to better manage natural, physical, cultural and spiritual resources within the rohe, Wairoa District Council and Hawke's Bay Regional Council will engage and consult with Tangata Whenua and Landowners for the development of a Catchment Management Plan for the Whangawehi Stream catchment.
8. The Catchment Management Plan is intended to be of wider application than the management plan for the operation and management of the wastewater scheme and shall include methods and encouragement for the promotion and enhancement of the environment by having regard to kaitiakitanga, the exercise of functions of Wairoa District Council and Hawke's Bay Regional Council under legislation such as the Resource Management Act (1991) and the Local Government Act 2002 and the exercise of mana whenua in accordance with tikanga Maori.
9. The aim of the Catchment Management Plan is to obtain better and more sustainable environmental outcomes through the co-operation of Hawke's Bay Regional Council, Tangata Whenua, landowners, Wairoa District Council and all interested stakeholders.
10. The development of a Catchment Management Plan and the engagement anticipated by this memorandum of understanding is in furtherance of the Councils' exercise of their functions and is intended to guide and inform the decision making process in a meaningful way. Nothing in this Memorandum of Understanding or the Catchment Management Plan shall impose any liability on Tangata Whenua or other individual stakeholders.
11. For the avoidance of doubt, nothing in this Memorandum of Understanding or the Catchment Management Plan confers a right of access to private land to any individual without the express consent of the landowner.

12. Each of the parties shall confirm in writing who their named representative is for the purposes of implementing this Memorandum of Understanding. Changes to mandated representatives shall be made in writing.
13. This agreement shall be reviewed annually to ensure it remains relevant to all parties.
14. This Memorandum of Understanding is entered into in the spirit of goodwill and cooperation between the parties and in the hope that by this understanding, better decisions will be possible.

TANGATA WHENUA REPRESENTATIVES

SIGNED for and on behalf of:

Kaiuku Marae

P. Odeh Chairperson of Trustees



Tuahuru Marae

L. E. Quinn Chairperson of Trustees

Mahanga Marae

Sonia Whanga Poho Chairperson of Trustees

Ruawharo Marae

Sonia Whanga Poho Chairperson of Trustees

Mahia Maori Committee

W. Blake Chairperson

LANDOWNERS

SIGNED for and on behalf of:

- 1 *Alan McKee* Dept of Conservation
- 2 *Sue O'Brien* P.O.B. Taharua Trust
- 3 *Kate Phipps* Grandy Lake
- 4 *Wendy Phipps* Okepuha Str.
- 5 *Kate Rowe* Puteatua
- 6 *Michael Day* Pongarua
- 7 *L. Symes* Tetoe Str.
- 8 *Middle Mcnabb* Kiri Kiri Station

COUNCILS

EXECUTED for and on behalf of:

Wairoa District Council

C. Robert Mayor

Hawke's Bay Regional Council

John Chairperson