



## Memorandum of Partnership

---

*“Tēnei ake anō ko ngā kīwei o te kete.  
Kei a au tōku, kei a koe tōu.”  
This is indeed the handles of our basket.  
I have one handle, and you have the other*

### **Purpose**

This Memorandum outlines the shared commitment to a partnership between Hikoikoi Management Limited on behalf of the Wellington Tenth's Trust, and the Palmerston North Māori Reserve Trust, and Upper Hutt City Council (Council) and to the future wellbeing of Upper Hutt City.

The Memorandum represents the first step by both parties to formally record a mutual intention to enter into a meaningful partnership for the benefit of the descendants of hapu of Te Ātiawa, Ngāti Tama, Taranaki, and Ngāti Ruanui tupuna who were living within the rohe in 1839 who make up the Wellington Tenth's Trust and the wider Upper Hutt community.

### **Parties to the Memorandum**

Upper Hutt City Council acknowledges the Wellington Tenth's Trust, and the Palmerston North Māori Reserve Trust (the Trusts). The formal mana whenua relationship is held between Council and the Trusts.

### **Wellington Tenth's Trust**

The Wellington Tenth's Trust (WTT) is an Ahu Whenua trust constituted by the Māori Land Court Order of 16 December 2003, pursuant to Sec 244 of Te Ture Whenua Māori Act 1993, which varied the original Trust Deed of 1977, and the subsequent variation of Deed made on 17 July 1996.

The Trust was established to administer Māori Reserve lands, largely in urban Wellington, although it also administers a rural block in Kaitoke, Upper Hutt. The Trust owns approximately 88 hectares of land with an asset value of \$134 million at March 2022.

The beneficial owners of the reserves are descendants of hapū of Te Ātiawa, Ngāti Tama, Taranaki, and Ngāti Ruanui tūpuna who were living within the rohe in 1839. There are currently 7414 registered beneficial owners and many other whānau through those beneficial owners.

The Objective of Wellington Tenths Trust is:

To maintain and develop the reserves to the best financial and social benefit of the descendants of the original owners. Therefore, the managing Trustees must look at investments and projects in a holistic way – incorporating cultural, social, spiritual and financial considerations in their decision making. Another responsibility of the Trust is to uphold the mana whenua status in the region. This means that Wellington Tenths Trust are involved in many different projects and activities in the Wellington region.<sup>1</sup>

### **Palmerston North Maori Reserve Trust**

The Palmerston North Māori Reserve Trust (PNMRT) is an Ahu Whenua Trust constituted by the Maori Land Court under Section 244 of Te Ture Whenua Māori Act 1993. This Trust originated through an act of the Crown in 1866. Governor Grey exchanged Te Āti Awa land interests in Wainuiomata, Lower Hutt, with a block of land which is now part of central Palmerston North. Palmerston North Māori Reserve Trust trustees and owners acknowledge Rangitāne as mana whenua in Palmerston North.

The Palmerston North Māori Reserve Trust and Wellington Tenths Trust are known as "sister trusts". This is because they emanate from the same parents, that being the land and waters at Te Whanganui-a-Tara. Both Trusts are comprised of ētehi o ngā hapū/iwi o Taranaki who are mana whenua at Te Whanganui-a-Tara. This, along with the terms of land exchange that created the Palmerston North Māori Reserve, shows how closely the Trusts are 'related' with many owners succeeding to both Trusts. It is important to understand the 'whakapapa' of the Trusts in order to understand the closeness of the relationship they share.

The Trust currently owns a total of approximately 13 hectares of land in central Palmerston North. The Trust has also secured property in Thorndon, Wellington in the company Haukawakawa Limited Partnership as a future development and is quietly determining its prospecting strategy on this traditional land. The asset value of Palmerston North Māori Reserve Trust is \$110 million at March 2022.

There are currently 1184 beneficial owners with many other whānau through those beneficial owners.

Jointly the Trusts are financially invested in Te Wharewaka o Pōneke Charitable Trust in Wellington and Hīkoikoi, Pito-one. Annually the Trusts declare and pay a dividend to their owners.

### **Hikoikoi Management Limited**

Hikoikoi Management Limited is the administrative arm for the Wellington Tenths Trust and Palmerston North Maori Reserve Trust and has offices at Hikoikoi, 24d Marine Parade, Petone, and at Te Raukura, Te Wharewaka o Pōneke, 2 Taranaki Street, Wellington.

### **Upper Hutt City Council**

Upper Hutt City Council is a territorial authority as defined in the Local Government Act 2002. Its role is to enable democratic local decision-making and action by and on behalf of communities; and to meet the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions in a way that is most cost-effective for households and businesses.

Council's vision, that it is actively working towards and aspiring to achieve and maintain for Upper Hutt, is as follows: We have an outstanding natural environment, leisure, and recreational opportunities, and we are a great place for families to live, work, and play.

---

<sup>1</sup> <https://wtt.maori.nz/>

## Strategic Partnership

This Memorandum outlines the principles of a partnership between the parties and recognises the joint responsibility and opportunity for leadership and working together for the wellbeing of Upper Hutt City and its people.

The Council recognises and respects the principles of the Treaty of Waitangi and has a statutory duty to take into account the principles of the Treaty of Waitangi under several statutes including:

- Māori Land Act 1993
- Local Government Act 2002
- Resource Management Act 1991
- Reserves Act 1977
- Historic Places Act 1980
- Land Transport Management Act 2003
- Public Works Act 1981

Specific key relationship expectations and understandings are set out in *Appendix 1: Schedule of Specific Recognitions*.

## Relationship Principles

The parties agree that the principles of the Treaty of Waitangi will be the basis by which each party engages with each other. In practical terms this means;

- **Partnership:** acting reasonably, honourably and in good faith to ensure the strategic relationship has integrity and respect, in the present and for the future of Upper Hutt;
- **Participation:** recognising that both parties can contribute, for mutual benefit, in deciding the future of the city – working towards achieving the parties' visions; and
- **Protection:** actively protecting the taonga of Te Atiawa and other Taranaki iwi and safeguarding cultural concepts, values and practices to be celebrated and enjoyed by all people of Upper Hutt.

Additionally the Trusts and Council agree to the following principles;

- **Tikanga Māori:** Both parties will seek opportunities to utilise tikanga Te Atiawa wherever possible in the conduct of the relationship
- **Tribal self-regulation:** recognising that the Trusts retain responsibility and control of the management and allocation of iwi resources, including the right to develop these resources to meet social and economic needs.
- **Inclusive decision-making:** enabling the Trusts to fully participate in local authority decision-making processes. Both parties will seek opportunities to develop new expressions of partnership and to share skills and knowledge.
- **Consultation:** Recognising that early and effective engagement by both parties is important for robust decision making and greater participation in decision-making processes.
- **Sustainable development:** Recognition by both parties that sustainable development is fundamental to meet present needs without compromising the capacity of future generations to meet their own needs.

This recognises that sustainable development also includes social, economic, environmental, and cultural factors.

## **Giving Effect to the Memorandum of Understanding**

### **Governance**

The agreement embodied in this Memorandum is between Hikoikoi Management (on behalf of the Wellington Tenth Trust and Palmerston North Māori Reserve Trust) representing the beneficial owners and whanau and the Mayor and Councillors of the City of Upper Hutt. An annual meeting between the parties will be held.

### **Kanohi ki te Kanohi**

To ensure the joint strategic direction of the Council and the Trusts is pursued, face-to-face meetings will be held between the Trustees of the Trusts, the Chief Executive of Hikoikoi Management, and any relevant staff, and the Mayor of Upper Hutt, the Chief Executive of the Council, and any relevant council staff at least four times a year.

### **Relationship Management**

Regular relationship meetings will be held between officers of the parties. Other meetings may be held on an 'as required' basis to advance joint initiatives that arise outside the normal business of the parties.

The Council staff are committed to a close working relationship with the Trusts. The Council ensures that mana whenua perspectives are included in the Council's planning process.

Staff will be provided opportunities to participate in training that supports understanding of the Treaty of Waitangi and competence in the relationship between Council and mana whenua.

### **Review**

To ensure that this agreement remains vital to both parties, an annual relationship evaluation will be undertaken and contributed to the Council's Annual Report.

To reflect the dynamic nature of this relationship, this agreement will be reviewed triennially by the relevant representatives of each party.

### **Agreement**

This Memorandum is freely entered into by both parties in a spirit of faith and partnership. It is a statement of good intention based on the respective roles and responsibilities of each party and is guided by the Treaty of Waitangi.

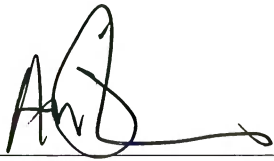
### **Conflict Resolution**

There may be times when the Trusts and Council hold different positions on issues and times when this is appropriate. However if conflict arises the Trusts and Council will resolve any issues through conversation, mediation and negotiation.

### **Resourcing**

The parties recognise that in fulfilling their obligations to one another and to give effect to the Memorandum of Partnership, UHCC will commit to provisions of yearly resourcing which will support the Trusts involvement in Key UHCC led projects. Resourcing commitments are established and committed to in Appendix 1 attached to this document.

Signed on [date] for and on behalf of the WELLINGTON TENTHS TRUST by



**Anaru Smiler**

Chairperson

Signed on [date] for and on behalf of the PALMERSTON NORTH MAORI RESERVE TRUST by



**Liz Mellish**

Chairperson

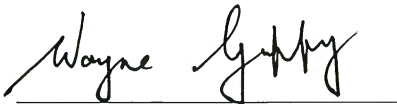
Signed on [date] for and on behalf of HIKOIKOI MANAGEMENT by



**Vicki Hollywell**

General manager

Signed on [date] for and on behalf of UPPER HUTT CITY COUNCIL by



**Wayne Guppy**

Mayor



**Peter Kelly**

Chief Executive

## **APPENDIX 1**

### **Schedule of Specific Recognitions**

#### **Council Planning and Policy Process**

The Trusts will have input into the key planning processes of Council in the development of the Annual Plan, the Long Term Plan and the District Plan review process.

#### **Māori Land Act 1993, Local Government Act 2002, Resource Management Act 1991, and other legislation**

The parties will work together to achieve the purpose of legislation in relation to local government decision making.

The Council will ensure matters are presented to the Trusts in a timely and informative manner, which, in turn, will assist the Trusts in the exercise of its kaitiakitanga (guardianship) for the city of Upper Hutt

#### **Culture and Heritage**

The council will ensure ceremonial, interpretation and naming opportunities are presented to the Trusts so as to retain and protect Māori culture and heritage in the city of Upper Hutt, as deemed by the Trusts to be of significance.

The Trusts, as a mana whenua representative, will provide cultural support to the Mayor, Councillors, Chief Executive and other officers as mutually agreed.

#### **Te Awa Kairangi / Hutt River**

In accordance with the Port Nicholson Block (Taranaki Whānui ki te Upoko o Te Ika) Claims Settlement Act 2009, the Council acknowledges the special association mana whenua has with the river. The Council and the Trusts have a common goal of supporting the environmental, social, cultural and economic wellbeing of Upper Hutt for the benefit of the community, both now and in the future, and the river is a central aspect of this.

As a member of the Whaitua te Whanganui-a-Tara Committee, Council is committed to the implementation of a Whaitua Implementation Programme to help improve the quality of our streams and rivers – including te mana o te wai.

#### **Ngā Mātāwaka**

Both the Trusts and the Council have responsibilities to the wider Māori population, including taura here /mātāwaka (Māori living in the Upper Hutt region whose ancestral links lie outside of Te Awa Kairangi). Tangata whenua responsibilities derive from their status as mana whenua (having authority over the land). The Council is required to give effect to Treaty responsibilities defined in the Resource Management Act and the Local Government Act. The Trusts will advise how the Council can meet its responsibilities to the wider Māori population of the city.

#### **Significant Cultural or Commercial Development Projects**

In emphasising the current and future role of both parties to contribute to, and deliver, positive outcomes for Māori, Council will actively support significant cultural developments that appropriately enable the incorporation of Te Atiawa Taranaki Whānui history, traditions, and dialect in Upper Hutt City.

Where commercial development projects are identified, both parties will work collaboratively to actively enable positive commercial outcomes that support our mutual objectives. Council is committed to connecting the Trusts to opportunities in support of their development needs and aspirations, in contributing to Māori cultural, social, spiritual, economic, and environmental wellbeing in Upper Hutt.

In both instances, the Council will appoint a "contact person" to coordinate all local body regulatory requirements.

### Resourcing

In giving effect to the Memorandum of Partnership, UHCC will provide to the Trusts a total quantum of \$15,000 plus GST. The trust will invoice on a half yearly basis. Please note that this figure may be adjusted in line with Councils policy for inflation.

## **APPENDIX 2**

### **Administrative Provisions**

#### **Key Contact Persons & Communication**

1. The key contact persons, and contact details for each party at the time of the signing of this Memorandum are:
  - a. Richard Te One and Vicki Hollywell
  - b. Kaitakawaenga Kaupapa Maori and Director Strategy Partnerships and Growth
2. All formal notices must be sent to the addresses set out above.

#### **Protection of Sensitive Information**

3. The parties acknowledge that some information shared between them will be confidential, but that under the Local Government Official Information and Meetings Act 1987 the Council may be required to provide requested information.
4. Where a party receives, or has received, whether before or after the commencement date, confidential information from the other party the recipient must, except as required by law;
  - a. Keep the confidential information confidential;
  - b. Not use, disclose or reproduce the confidential information for any purpose other than the purpose for which it was provided by the disclosing party;
  - c. Not, without the disclosing party's prior written consent, disclose the confidential information to any person other than the recipient's employees, subcontractors, agents, officers and representatives who need the information for the purpose for which it was provided by the disclosing party; and
  - d. Establish and maintain effective security measures to safeguard the confidential information from unauthorised access, use, copying or disclosure.

#### **Issue Resolution**

5. Within one month after the commencement date of this Memorandum, the parties will agree on a person to act as a mediator, in the case of any issues between the parties under this Memorandum. That person may be replaced from time to time by agreement between the parties.
6. The parties will endeavour to act in good faith to address any issues arising in respect of rights or obligations specified in the Memorandum at the immediate time such issues arise.
7. Where an issue cannot be resolved between the parties after 10 working days the issue will be escalated to:
  - a. In the case of the Trusts, the Chairperson of Wellington Tenth Trust and the Palmerston North Maori Reserve Trust; and
  - b. In the case of Council, the Mayor



8. Where an issue is still not resolved after one month of having been escalated under clause 7, the issue shall be referred to the mediator agreed under clause 5, who will work with the parties to resolve the dispute.
9. To assist in the ongoing development of a transparent and accountable relationship, Council and the Trusts will inform each other of any situation of development which may jeopardise or compromise each party's commitment to this Memorandum and their overall relationship with each other.

#### **Managing Conflicts**

10. Representatives of the Council and the Trusts will actively manage any conflict of interest that may arise, be they perceived or actual conflicts.