

**Port Nicholson Block Settlement Trust**

**Greater Wellington Regional Council**

**Memorandum of Understanding  
Parangarahu Lakes Area**



# Memorandum of Understanding

**Dated**

2012

## **Parties**

1. **Port Nicholson Block Settlement Trust (PNBST)**
2. **Greater Wellington Regional Council (the Council)**  
  
(together “the Parties”)

## **Background**

- A. Lakes Kohangapiripiri and Kohangatera are situated within the Parangarahu Recreation Reserve, which forms part of East Harbour Regional Park. East Harbour Regional Park is administered and managed by the Council and the Council is the fee simple owner of the Parangarahu Recreation Reserve (currently known as the Lakes Block) which is held as a Recreation Reserve pursuant to the Reserves Act 1977.
- B. On 19 August 2008 PNBST executed a Deed of Settlement with the Crown in settlement of a number of historical claims in respect of the Port Nicholson Block. The Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2009 came into force on 5 August 2009.
- C. The Deed of Settlement provides for the fee simple estate in the land forming the beds of Lakes Kohangapiripiri and Kohangatera (the Lakebeds), and the esplanade strips that surround each lake (the Adjacent Land) to be vested in PNBST. PNBST granted a conservation covenant over the Lakebeds and the Adjacent Land.
- D. The Deed of Settlement further provided for the Crown to retain ownership of the water column and airspace above Lakes Kohangapiripiri and Kohangatera (the Water Column and Airspace).
- E. The Water Column and Airspace is classified as a scientific reserve, controlled and managed in accordance with section 21 of the Reserves Act 1977 (the Scientific Reserve).
- F. The Council was appointed as the Administering Body (in terms of the Reserves Act 1977) of the Scientific Reserve.
- G. The Council will continue to be the Administering Body of the Parangarahu Recreation Reserve (the Recreation Reserve), the classification and ownership of which is unaffected by the Deed of Settlement or settlement legislation.
- H. The Parties have held discussions in relation to their future relationship, and the manner in which the Lakebeds, the Adjacent Land, the Scientific Reserve, and the



Recreation Reserve (together the “Parangarahu Lakes Area”) will be collaboratively managed, acknowledging PNBST’s fee simple ownership of the Lakebeds and Adjacent Land, the mana whenua status of PNBST, and the cultural and spiritual importance and significance of the Reserve to PNBST.

- I. The Parties wish to outline in this Memorandum of Understanding (MoU) the nature of the ongoing relationship between them in relation to the Parangarahu Lakes Area.
- J. This MoU will be reviewed upon the adoption of the Management Plan.

## 1. Purpose of Memorandum of Understanding

The purpose of this MoU is to:

- (a) establish the parameters and scope of the future development of the Parangarahu Lakes Area through the preparation of a Management Plan to meet both Parties’ aspirations;
- (b) facilitate the process to provide for the Parties’ aspirations for the management of the Parangarahu Lakes Area subject to all requirements under the Resource Management Act 1991 and Reserves Act 1977;
- (c) establish a framework within which the Council, as the Administering Body of the scientific reserve and recreation reserve, and PNBST shall seek and have particular regard to the each other’s views; and
- (d) record the desire of the Parties to act in a co-operative manner, and to maintain their good and constructive relationship.

## 2. Definitions and Interpretations

In this Memorandum of Understanding unless the context otherwise requires:

“**Adjacent Land**” means the former marginal strip surrounding Lake Kohangatera and Lake Kohangapiripiri;

“**Administering Body**” means the administering body (as defined in section 2 of the Reserves Act 1977) of the Reserve, being the Council;

“**Background**” means the matters referred to under the heading “Background” in this MoU;

“**Conservation Covenant**” means the Conservation Covenant registered upon the titles to the Lakebeds and Adjacent Land;

“**The Council**” means Greater Wellington Regional Council or its successor;

“**Deed of Settlement**” means the Deed of Settlement between PNBST and the Crown signed on 19 August 2008;

“**Dendroglyphs**” mean the living trees with images carved into the trunks located on 0.0507 hectares more or less being sections 1 and 2 SO 406982. Part computer freehold register WN41A/384;



**“East Harbour Regional Park”** means the legal description of the East Harbour Regional Park found in Appendix 2 of the Regional Parks Network Plan;

**“Lakebeds”** means the lakebeds of Lake Kohangatera and Lake Kohangapiripiri;

**“Lake Kohangatera”** means the lakebed covered by water within the land comprising 34 hectares, more or less, being Lot 5 Deposited Plan 53891;

**“Lake Kohangapiripiri”** means the lakebed covered by water within Lot 9 Deposited Plan 53891 and Part Parangarahu 6 comprising 8.7 hectares, more or less, and the land comprising 3 hectares, more or less;

**“LTP”** means the Greater Wellington Regional Council Long-Term Plan;

**“Management Plan”** means the management plan applying to the Parangarahu Lakes Area. The document will be prepared in accordance with the requirements of section 41 of the Reserves Act 1977, noting that those parts of the parts of land owned by PNBST are not subject to the requirements of the Reserves Act. Following completion of the Management Plan, relevant sections will form part of the Parks Network Plan;

**“MOU”** means this Memorandum of Understanding;

**“Parangarahu Lakes Area”** means the Lakebeds, the Adjacent Land, the Scientific Reserve, and the Recreation Reserve;

**“Recreation Reserve”** means the Council land contained in certificate of title WN41A/384 and which was declared to be a recreation reserve pursuant to the Reserves Act 1977, being the Parangarahu Recreation Reserve;

**“Reserve”** means the Scientific and Recreation Reserve;

**“Roopu Tiaki”** means the operational group tasked with establishing the management plan for Lakes Kohangapiripiri and Kohangatera;

**“Scientific Reserve”** means the scientific reserve owned by the Crown encompassing the Water Column and Airspace;

**“Water Column and Airspace”** means the water column and airspace over the lakebeds of Lake Kohangatera and Lake Kohangapiripiri.





### **3. Desired Outcomes**

The Parties are committed to achieving the following outcomes:

- (a) An enduring relationship of co-operation, honesty, and respect;
- (b) The fulfilment of the terms of this MOU in a manner which meets the aspirations of both Parties;
- (c) The continued control and management of the Parangarahu Lakes Area in accordance with the Reserves Act 1977 interweaving with the PNBST ownership of the Lakebeds and the Adjacent Land; in a way that recognises PNBST's ownership of the Lakebeds and Adjacent Land, the mana whenua status of PNBST, the cultural and spiritual importance and significance of the Parangarahu Lakes Area to PNBST and the interests of the Crown, the public, and third parties in respect of the Parangarahu Lakes Area.

### **4. Administering Body**

- 4.1 Following its appointment under the settlement legislation that implemented the Deed of Settlement, the Council will administer and manage the Reserve within the Parangarahu Lakes Area as the Administering Body.
- 4.2 To avoid doubt, the Parties agree that nothing in this MOU shall affect the obligations of the Council under the Reserves Act 1977 in respect of that area making up the Reserve within the Parangarahu Lakes Area.
- 4.3 The Parties shall collaboratively work on and contribute to the establishment and implementation of the Management Plan recognising the Council's responsibilities as a local authority and PNBST as the owner of the fee simple to the Lakebeds and Adjacent Land and its position as mana whenua.
- 4.4 All funding in respect of the ongoing repairs and maintenance of the Reserve shall be the responsibility of the Council, subject to budget availability through the LTP and annual plans.
- 4.5 Any matters of a significant nature to be undertaken in the Reserve in the form of repairs and maintenance shall be notified to PNBST before undertaken to ensure PNBST agree, unless they are of an emergency nature requiring immediate attention, whereby the Council will use its best endeavours to notify PNBST before the works are undertaken.

### **5. Roopu Tiaki**

- 5.1 Composition of Roopu Tiaki
  - a) The Roopu Tiaki shall be comprised of a committee of six representatives, three from PNBST and three from the Council.
  - b) Unless otherwise agreed by the Parties, the Roopu Tiaki will meet once every second month to discuss progress with implementing the Management Plan and any other issues or matters involving the management and operation of the Parangarahu Lakes Area.



5.2 The primary objectives of the Roopu Tiaki are to:

- a) Develop a long-term vision for the management of the Parangarahu Lakes Area by developing a management plan for the Parangarahu Lakes Area acknowledging the distinction between the Reserves and the Lakebeds and Adjacent Land
- b) Recommend the draft management plan to PNBST, and the Council by September 2012 for release for public consultation
- c) Following a consultation process, recommend a final management plan to PNBST and the Council
- d) Advise on and recommend annual work programmes for the Parangarahu Lakes Area including:
  - i) Promoting and communicating the Parangarahu Lakes Area's ecological, cultural and historic values to local, regional and national communities of interest
  - ii) Recommending work priorities for funding implementation
  - iii) Identifying, implementing and encouraging those cultural practices to be undertaken in each year, including cultural harvest
  - iv) Enabling PNBST to promote the Parangarahu Lakes Area to its constituency for the purposes of education, social and cultural purposes and, where applicable, employment
  - v) Providing advice to the Council on issues relating to the control and management of the Parangarahu Lakes Area
- e) The Council will be responsible for facilitating the meetings of the Roopu Tiaki, including taking minutes of the meetings and providing suitable meeting venues.

## **6. Relationship between the Council and PNBST**

The Council recognises PNBST's fee simple ownership of the Lakebeds and Adjacent Land the exclusive mana whenua status of PNBST, and the cultural and spiritual importance and significance of the Parangarahu Lakes Area to PNBST. Unless otherwise agreed by the Parties, the Chair of the Council and the Chairman of PNBST shall meet on an annual basis in order to discuss progress with the plan and other issues of mutual interest in the Parangarahu Lakes Area.

## **7. Short Term, Medium Term and Long Term Management of the Reserve**

7.1 The Parties agree that the Parangarahu Lakes Area is an area of significance to both Parties whether this be cultural, spiritual, recreational, geographical, or as an



important public open space. This means the Parties have agreed that any development of the Parangarahu Lakes Area is undertaken in a way that ensures the Parangarahu Lakes Area's dignity is maintained, whilst providing for the future use of the area by the public.

- 7.2 To commence the process the Parties have agreed that initial planning be undertaken to determine what is the most appropriate vision for the area taking into account the multifarious interests of the public, the Council's regulatory and planning responsibilities and obligations as a local authority and PNBST's vision for the Parangarahu Lakes Area.
- 7.3 The process will commence with the Roopu Tiaki undertaking a workshop of ideas and then moving to formally documenting and extrapolating those ideas into a document for initial discussion between the Parties with the intention of this document forming the basis of an initial draft of the Management Plan for distribution to, and consultation with, the public, acknowledging that the Management Plan will be prepared in accordance with the requirements of section 41 of the Reserves Act 1977. The draft Management Plan shall contemplate matters detailed in Appendix One attached.

## **8. Review of Memorandum of Understanding**

- 8.1 This MOU will be reviewed upon the adoption of the Management Plan, after which the Parties shall review the MOU every three (3) years.
- 8.2 As part of the review process, either Party may propose variations to the MOU. Such variations may be adopted by mutual agreement of the Parties.

## **9 Confidentiality**

- 9.2 The Parties may disclose to each other information about their business and operations that is confidential ("Confidential Information"). Each of the Parties acknowledges that it will treat all Confidential Information as confidential, and will not use or disclose any Confidential Information to any third party except as authorised in writing by the other Party or as required by law.
- 9.3 In all instances each Party will advise the other of the information that is regarded as Confidential Information. Notwithstanding the above PNBST acknowledges that the Council is subject to the Local Government Official Information and Meetings Act 1987, and that the Council may be required to release information about this MOU pursuant to that Act.



**Execution**

**Signed** for and on behalf of  
**Port Nicholson Block Settlement Trust**  
by:

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**Signed** for and on behalf of  
**Greater Wellington Regional Council** by:

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## APPENDIX ONE

- a) Identify and consider the purpose and functions of the Parangarahu Lakes Area now and in the future, reflecting PNBST aspirations for the Parangarahu Lakes Area
- b) Identify objectives and policies that will guide the future management of the Parangarahu Lakes Area
- c) An overall conceptual and landscape design for the Parangarahu Lakes Area which may include provision for buildings to achieve the aspirations of the Parties and desired functions of the Parangarahu Lakes Area
- d) Consideration of possible commercial operations on the Parangarahu Lakes Area and, if so, the type of operation sympathetic to the Parangarahu Lakes Area environment
- e) Ongoing environmental and ecological management of the Parangarahu Lakes Area, including studies as required, to maintain the ecosystem in a healthy condition
- f) Consideration of public expectations for the Parangarahu Lakes Area;
- g) Protection and enhancement of the Dendroglyphs and the area in which they are located to take cognisance of these very important cultural markers in the Parangarahu Lakes Area;
- h) Recognition of PNBST as owner of the Lakebeds and Adjacent Land in any Management Plan, Regional Plan or LTP process.

