

8 June 2022

Melissa Nightingale

s 7(2)(a)

Tēnā koe Melissa

**Request for Information – Local Government Official Information and Meetings Act (LGOIMA) 1987**

We refer to your official information request dated 21 April 2022 for the following information:

*I would like copies of letters, emails, and any other correspondence sent to the Hutt City Council in relation to the Rates Remission on Māori Land Policy 2022. I would also like copies of any replies the council has sent to this correspondence.*

The information you have requested is enclosed. Redactions have been made to some sections of this material under section 7(2)(a) of the LGOIMA, to protect the privacy of individuals.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Please note that this letter may be published on the Council's website.

Nāku noa, nā



Susan Sales

**Senior Advisor, Official Information and Privacy**

Encl

**From:** Keith Miller <Keith.Miller@dia.govt.nz>  
**Sent on:** Tuesday, April 26, 2022 2:03:51 AM  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>  
**CC:** Fergus Campbell <Fergus.Campbell@dia.govt.nz>  
**Subject:** [EXTERNAL] FW: registrations for Emissions trading scheme NOT a use of land  
**Urgent:** High

Hi Olivia,

The answer you seek is in the Notes to Schedule 1 of the Local Government (Rating) Act 2002. Clause 14A of Schedule 1 states that unused land is non-rateable; Note 4A(b) states "a rating unit must not be treated as being used solely because a person is a participant under the [Climate Change Response Act 2002](#) in respect of an activity relating to the rating unit".

I doubt this is an issue in Hutt City. If you look through Maori Land Online you can identify every block of Maori freehold land in Hutt City very quickly – the only ones where this might be an issue are the Parangarahu 2C and 2B1 blocks adjoining the East Harbour Regional Park and the two landlocked blocks of Maori land that lie within the Belmont Regional Farm Park area.

Hope that helps.

**Keith Miller** | Principal Policy Analyst, Ue Te Hīnātoro – Local Government Branch  
**The Department of Internal Affairs Te Tari Taiwhenua**

s7(2)(a)

| 45 Pipitea St | Po box 805, Wellington 6140,  
New Zealand | [www.dia.govt.nz](http://www.dia.govt.nz)

---

**From:** s7(2)(a)@ngatittoa.iwi.nz  
**Sent:** Monday, 9 May 2022 2:57 pm  
**To:** Olivia Miller; s7(2)(a)  
**Subject:** [EXTERNAL] FW: Rates Remission on Māori Land - proposed policy  
**Attachments:** final proposed policy for public.docx

Thank you Olivia.

s7(2)(a) - FYI/FYA...see below and attached. Thanks

**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**Sent:** Monday, 9 May 2022 2:41 PM  
**To:** s7(2)(a)

**Cc:** Matiu Jennings <matiu.jennings@huttcity.govt.nz>; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>  
**Subject:** Rates Remission on Māori Land - proposed policy

Kia ora,

Rates Remission on Māori Land Policy

Following our quarterly hui and the email on 14th March, this Proposed Rates Remission on Māori Land Policy was approved by Hutt City Council's Komiti Ratonga Rangatōpū me te Rautaki, Policy, Finance and Strategy Committee, on the 28th April to go out for general public consultation.

As a brief recap on the previous kōrero on this mahi:

- Government changes to the Local Government (Rating of Whenua Māori) Amendment Act in 2021 placed further requirements on councils for rating Māori freehold land.
- As a result of these changes, we are also required to review our Māori Land Rates Remissions Policy.
- We have proposed to broaden the scope of the policy, which furthers Council's commitment to supporting whānau and regional development through whenua.

We welcome your submissions on this proposed policy and the proposed expansion to the scope of the policy.

- The date for submissions closes on 30th May 2022. Submissions can be sent by email to [haveyoursay@huttcity.govt.nz](mailto:haveyoursay@huttcity.govt.nz) or [Olivia.Miller@huttcity.govt.nz](mailto:Olivia.Miller@huttcity.govt.nz) alternatively they can be posted to Olivia Miller, Hutt City Council, 30 Laings Road, Lower Hutt.
- The final policy will go to a full Council meeting for adoption on 7th June 2022. This hui is open to the public and you are welcome to attend this hui and speak if you wish to.
- Following review, Council must have the policy in effect by 1 July 2022.

Ngā mihi,  
Olivia

My work days are Monday and Tuesday. For anything urgent outside of these days please contact Kiri Waldegrave on [Kiri.Waldegrave@huttcity.govt.nz](mailto:Kiri.Waldegrave@huttcity.govt.nz)

**Olivia Miller**  
Policy Advisor

Hutt City Council, 30 Laings Road, Lower Hutt 5040  
P: 04 570 6966 M: W: [www.huttcity.govt.nz](http://www.huttcity.govt.nz)



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# RATES REMISSION ON MAORI LAND POLICY



Division Strategy and Engagement, Rates and Finance, Office of the Chief Executive.  
Owner Kiri Waldegrave  
Approved by Head of Strategy and Planning (Acting)

Released under the Local Government Official Information and Meetings Act

## Introduction

Hutt City Council must adopt a policy on the remission and postponement of rates on Māori freehold land. Hutt City Council has also elected to consider applications for remission of rates on certain land in Māori ownership which is not Māori freehold land.

Hutt City Council has incorporated the principles of the preamble to Te Ture Whenua Māori Act 1993 and the matters identified in schedule 11 of the Local Government Act 2002 in making this policy, including deciding to consider applications for remission of rates on general land collectively owned by Māori in the circumstances set out in this policy. This policy is made under sections 102, 108 and 109 of the Local Government Act which reflects that the policy applies both to Māori freehold land and to general land collectively owned by Māori.

Hutt City Council has determined that this policy does not offer postponement of rates as it is inconsistent with the intent of this policy to support the retention of Māori land and reduce rates debts.

In the interests of increasing subregional collaboration, this policy aligns with Greater Wellington Regional Council's proposed policy on Rates Remission on Māori Land.

## 1. PURPOSE

This policy allows for rates remissions on Māori freehold land and certain land in Māori ownership which is not Māori freehold land.

The purpose of this policy is to support Māori freehold land to be used in the 'best way' as determined by landowners and to remove/reduce barriers that may stand in the way of achieving the aspirations for their whenua, such as historic rates arrears. It also provides greater consistency, equity and clarity around the rating of Māori land for the benefit of Māori landowners and local authorities.

## 2. OBJECTIVES

1. To support the connection of Mana Whenua to their traditional lands and resources, and cultural values, where appropriate, through the short, medium and long term relief from rates.
2. To contribute to supporting Council's strategic direction and partnership with Mana Whenua. To recognise that Hutt City Council and the community benefit through the efficient collection of rates that are properly payable and the removal of rating debt that is considered non-collectable.
3. To meet the requirements of the Local Government Act 2002 and to support the principles in the preamble to Te Ture Whenua Māori Act 1993

## 3. ELIGIBILITY, CRITERIA AND CONDITIONS

Hutt City Council will consider each application on its merit and remission may be granted where it is considered that the application meets the relevant criteria and conditions set out below.

To be granted a remission the land must be eligible. Eligible land is either:

1. Māori freehold land or land which was converted from Māori freehold land to general title by status order change pursuant to the Māori Affairs Amendment Act 1967; or
2. General land in collective Māori ownership.

Land converted from Māori freehold title to general title under the Māori Affairs Amendment Act 1967 must be in ownership of descendants of the original owners at the time of the status order change.

Land in collective Māori ownership is land owned by Māori which:

1. was transferred to a Post-Settlement Governance Entity from the Crown as the result of a Treaty settlement, where no rates had been due to Hutt City Council prior to the transfer and the land is not currently generating a commercial return, and will not generate a commercial return in the financial year the remission is applied for; or
2. is held for:
  - a. The protection of wāhi tapu or other cultural values intrinsic to the land; or
  - b. Providing economic, cultural or infrastructure support for marae (including papakainga housing); or
  - c. Educational, cultural or community purposes; or
4. Satisfies the benefits requirements for land under development in section 114A of the Local Government (Rating Act) 2002.

## 4. CRITERIA

Hutt City Council will give a remission of up to 100 percent of all rates due for eligible land for the years for which it is granted based on the extent to which the remission of rates will meet at least one of the following criteria:

1. Support the use of the land by owners for traditional purposes
2. Support the relationship of Mana Whenua and their culture and traditions with their ancestral lands
3. Avoid further alienation of Māori freehold land
4. Facilitate any wish of the owners to develop the land for economic use
5. Recognise and take account of the presence of wāhi tapu that may affect the use of the land for other purposes
6. Recognise and take account of the importance of the land in providing economic and infrastructure support for marae and associated papakāinga housing (whether on the land or elsewhere)
7. Recognise and take account of the importance of the land for community goals relating to:
  - a. The preservation of the natural character of the coastal environment
  - b. The protection of outstanding natural features
  - c. The protection of significant indigenous vegetation and significant habitats of indigenous fauna
8. Recognise the level of community services provided to the land and its occupiers
9. Recognise matters related to the physical accessibility of the land



## 5. CONDITIONS

1. Applications for remission under this policy can be made by any owner in the case of collective ownership, must be made in writing and should be made prior to the commencement of the rating year. Applications made after the commencement of the rating year may be accepted at the discretion of Hutt City Council. No remissions are able to be granted for a previous financial year.
2. Remissions will be granted for a period of three years, unless stated otherwise. Hutt City Council may reduce the period of remission during the period of the remission if it deems that the criteria for granting the remission are no longer met.
3. Applications should include the following information:
  - a. Details of the rating unit or units involved
  - b. Documentation that shows that the land is eligible as detailed above
  - c. Supporting information to demonstrate that the remission will help achieve the criteria set out in the above section.
4. Hutt City Council may of its own volition investigate and grant remission of all or part of the rates (including penalties for unpaid rates) on any Māori land in the region.
5. Where applicable, Hutt City Council may determine that a remission will only apply to part of the land to which is eligible (for example, wāhi tapu on a portion of a site that limits some but not the entire use of the site). In these cases, the remission will be pro-rated.
6. For remissions on Māori land under development that meet the benefits described in section 114A(3) of the Local Government (Rating) Act 2002, Hutt City Council will determine the duration and extent of the rates to be remitted in accordance with section 114A(4) and section 114A(5) of the Act.
7. The applicant may choose to remit the payment of a lesser amount of rates than the full amount owing.
8. Relief, and the extent thereof, is at the sole discretion of Hutt City council and may be cancelled and reduced at any time. Hutt City Council will advise landowners of the intention to cancel or reduce the remission or extent of remission, seek feedback from the landowner and take this feedback into account before making a final decision.

## 6. DECISIONS

Decisions on the remission of rates (including penalties for unpaid rates) under this policy, and It is needed decisions on remissions under section 114A of the Local Government Ratings Act 2002, are delegated to Hutt City Council officers and the decision must be endorsed by the Kaitātari Tumuaki Māori (Principal Māori Advisor).

**From:** s7(2)(a)@portnicholson.org.nz  
**Sent on:** Friday, January 28, 2022 2:47:49 AM  
**To:** Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>  
**CC:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Olivia Miller <Olivia.Miller@huttcity.govt.nz>; Cam Kapua-Morrell <Cameron.Kapua-Morrell@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>  
**Subject:** RE: [EXTERNAL] RE: Review of Remission and Postponement of Rates on Māori Freehold Land Policy

**Follow up:** Follow up  
**Start date:** Monday, January 31, 2022 12:00:00 AM  
**Due date:** Monday, January 31, 2022 12:00:00 AM

Thanks for the clarification Alicia.

I would be interested in following this through with HCC.

Thank you

s7(2)(a)



Ngā mihi,  
s7(2)(a) Tumu Whakarae | Chief Executive  
Taranaki Whānui ki te Upoko o te Ika a Maui | Port Nicholson Block Settlement Trust  
Tramway Building, Level 3, 1-3 Thorndon Quay, Wellington, 6011  
Tauwaea : +64 4 472 3872 (s7(2)(a))  
Paetukutuku : [www.pnbsf.mta.govt.nz](http://www.pnbsf.mta.govt.nz) | [pnbsf@pnbsf.mta.govt.nz](mailto:pnbsf@pnbsf.mta.govt.nz)

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**From:** Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>  
**Sent:** Friday, 28 January 2022 2:55 pm  
**To:** s7(2)(a)@portnicholson.org.nz  
**Cc:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Olivia Miller <Olivia.Miller@huttcity.govt.nz>; Cam Kapua-Morrell <Cameron.Kapua-Morrell@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>  
**Subject:** RE: [EXTERNAL] RE: Review of Remission and Postponement of Rates on Māori Freehold Land Policy

Kia ora s7(2)(a)

Olivia is on leave at the moment but has asked me to reply to your email in her absence.

In response to your questions:

1. Under the new legislation, any Māori Freehold Land that is unused must be treated as non-rateable. The rateable value will remain but Council cannot charge rates going forward (except for water and wastewater rates where that service is supplied to the land). Any unpaid rates must be written off.
2. From your description it sounds like this piece of land would be considered non-rateable.
3. As long as the land is unused, it must be treated as non-rateable. If those titles had houses on them (for example) rates would be assessed at the residential level.

If you have any further queries, please let me know.

Ngā mihi, Alicia

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**From:** [REDACTED] <[REDACTED]@portnicholson.org.nz>  
**Sent:** Wednesday, 26 January 2022, 07:59  
**To:** Olivia Miller  
**Cc:** Matiu Jennings; Cam Kapua-Morrell; Kiri Waldegrave  
**Subject:** [EXTERNAL] RE: Review of Remission and Postponement of Rates on Māori Freehold Land Policy

Mōrena Olivia,

Thank you for the email dated 13 December 2021 and I apologise for not getting back you sooner. If at all possible, could we meet to kōrero about the rates review, most likely online.

A couple of points noted:

1. If a land block is already paying rates, I take it that from a particular date the rateable value remains on the property, however, the landowner will not be charged for rates.
2. In this case above, the majority of the property (Wainuiomata Coast Road 178 hectares) is covered in native bush and a minimal amount used for grazing. Does this satisfy the criteria for rates remission.
3. Scenario: urban property with title as Māori land, not general.
  - o E.g., would a cluster of 20 titles owned under Freehold Māori land satisfy rates remission.

Look forward to catching up with you.

Ngā mihi

[REDACTED]  
s7(2)(a)



**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller  
**Sent on:** Thursday, March 3, 2022 2:19:08 AM  
**To:** s7(2)(a)@portnicholson.org.nz  
**Subject:** RE: [EXTERNAL] RE: Maori Land Policy catch up

Thanks for letting me know, I have moved it to 10:00am  
Apologies again for not postponing Tuesdays hui ahead of time and look forward to catching up next week

Nga mihi,  
Olivia

**From:** s7(2)(a)@portnicholson.org.nz  
**Sent:** Thursday, 3 March 2022 3:05 PM  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; Kathryn Stannard <Kathryn.Stannard@huttcity.govt.nz>  
**Cc:** Bina Govind <Bina.Govind@huttcity.govt.nz>; s7(2)(a)@waiwhetumarae.co.nz  
**Subject:** [EXTERNAL] RE: Maori Land Policy catch up

Apologies from me, I am away from the region that day.

Can do before 11am 9 March or same time Thursday 10 March.

Ngā mihi

s7(2)(a)

Released under the Local Government Official Information and Meetings Act

**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller  
**Sent on:** Monday, March 14, 2022 2:25:54 AM  
**To:** s7(2)(a)@portnicholson.org.nz  
**CC:** Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>  
**Subject:** Re: [EXTERNAL] RE: Draft Rates Remission on Māori Land Policy for comment

Kia ora s7(2)(a)

Thank you for your interest in this mahi

Apologies for missing the slot today, there are a couple of people at this end who I think it would be useful to have at this hui so I'll have a look at their dairies and try and find a time tomorrow.

Is there anyone else at your end who you would like to be invited to this hui?

Nga mihi,  
Olivia

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**From:** s7(2)(a)@portnicholson.org.nz  
**Sent:** Monday, 14 March 2022, 12:29  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**Subject:** [EXTERNAL] RE: Draft Rates Remission on Māori Land Policy for comment

Kia ora Olivia

Thank you for sending this through – I did want to chat to you about this policy and wondered if you had time tomorrow, or today before 2pm. I understand that you have a meeting with wider mana whenua groups, but prefer this be raised outside of that hui.



TARANAKI WHĀNUI

Ngā mihi,

s7(2)(a)

Kaiwhakahaere Matua, Pakini me nga Mahi | General Manager, Business & Operations

Taranaki Whānui ki te Upoko o te Ika a Maui | Port Nicholson Block Settlement Trust

Tramway Building, Level 3, 1-3 Thorndon Quay, Wellington, 6011

Tauwaea : +64 4 472 3872 | s7(2)(a)

Paetukutuku : [www.orbss.maori.nz](http://www.orbss.maori.nz) | [Follow Us On Facebook!](#)

**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller

**Sent on:** Monday, March 21, 2022 7:30:09 PM

**To:** s7(2)(a)@portnicholson.org.nz; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; s7(2)(a)@waiwheturarae.co.nz

**Subject:** RE: [EXTERNAL] Re: this mornings catch up hui

Morena s7(2)(a)

Thank you for the idea, I agree that would be a good way of making things clear. We actually already have a document like this comparing the old legislation with the changes under the new legislation so we could update this table to include the expansion of the scope we are proposing and a breakdown of the different types of land this policy would apply to and what that would look like.

It wouldn't form part of the policy as such but it could be an additional resource we have to help explain the policy to anyone who would like further clarity.

Ki ora for this s7(2)(a)  
Olivia

**From:** s7(2)(a)@portnicholson.org.nz

**Sent:** Tuesday, 22 March 2022 8:04 AM

**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; s7(2)(a)@waiwheturarae.co.nz

**Subject:** [EXTERNAL] Re: this mornings catch up hui

Morena Olivia

Perhaps a flow chart / decision tree would assist landowners. It would need all types of Māori freehold land and the treatment and impact of rates to a final outcome. A before and after position would then highlight the change.

Just a thought.

s7(2)(a)

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**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller

**Sent on:** Wednesday, March 30, 2022 8:21:48 PM

**To:** [REDACTED]@portnicholson.org.nz

**CC:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; [REDACTED]@portnicholson.org.nz

**Subject:** RE: [EXTERNAL] RE: Remission on Maori Land Policy hui

Kia ora [REDACTED]

My apologies I just realised I hadn't replied to this email. Yes Lee can be our primary contact and we will keep you in the loop.

Lee, unless I've forgotten something, I don't believe in our discussions you have raised the matter of the kaumatua units?

In addition to the korero we've had with [REDACTED] you'll be treating your email [REDACTED] to Kiri below as feedback we have received which we will consider in relation to the proposed policy we are putting forward to Council and will provide information about what we've done in response to the submission and the rationale for that.

Please let us know if anyone has any pātai or anything they'd like to discuss further. As a note on our timeline, our paperwork for the proposed policy is due this Friday. However, there will be opportunity for further discussion and chances to put forward additional changes during the public consultation process that will follow the paper being approved by the Policy and Finance Committee.

Nga mihi,  
Olivia

**From:** [REDACTED]@portnicholson.org.nz

**Sent:** Friday, 25 March 2022 10:58 AM

**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>

**Cc:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; [REDACTED]@portnicholson.org.nz

**Subject:** [EXTERNAL] RE: Remission on Maori Land Policy hui

Kia ora koutou

My apologies, I had sent a separate email to Kiri and overlooked yours Olivia. FYI, [REDACTED] cc'd into this email, will be your primary contact on this matter. Please just keep me cc'd into information, but [REDACTED] can lead the discussion, including matters concerning the kaumatua units.

See below my comments and Kiri can share with you the information I provided her re the addresses of the units as required.



Ngā mihi  
s7(2)(a)  
Taranaki Whānui ki te Upoko o te Ika a Māui | General Manager, Business & Operations  
Tramway Building, Level 3, 1-3 Thorndon Quay, Wellington, 6011  
Taurua : +64 4 472 3872 | s7(2)(a)  
Paetukutuku : [www.pccp.org.nz](http://www.pccp.org.nz) | [www.pccp.org.nz](http://www.pccp.org.nz)

From: Olivia Miller <[Olivia.Miller@huttcity.govt.nz](mailto:Olivia.Miller@huttcity.govt.nz)>  
Sent: Tuesday, 15 March 2022 10:44 am  
To: s7(2)(a) <[s7\(2\)\(a\)@portnicholson.org.nz](mailto:s7(2)(a)@portnicholson.org.nz)>  
Cc: Kiri Waldegrave <[Kiri.Waldegrave@huttcity.govt.nz](mailto:Kiri.Waldegrave@huttcity.govt.nz)>; Matiu Jennings <[Matiu.Jennings@huttcity.govt.nz](mailto:Matiu.Jennings@huttcity.govt.nz)>; Alicia Andrews <[Alicia.Andrews@huttcity.govt.nz](mailto:Alicia.Andrews@huttcity.govt.nz)>  
Subject: Remission on Maori Land Policy hui

Kia ora s7(2)(a)

Thank you for your time and korero this morning.

We will investigate this further and see what opportunities there are both within the scope of this mahi and within Council more broadly to assist this mahi to support whanau.

To clarify and to help us take this further and treat it as a specific direction from Mana Whenua to come out of consultation, could you please write up a brief email detailing your questions if there is more you would like to expand on beyond the below notes from this morning's hui

- 11 kaumatua flats in Wainuiomata would we consider rates relief for this charitable trust – \$27,000 in rates annually for these kaumatua flats. These are charitable housing on Remutaka Grove which is off Orongorongo Terrace **correction, the units do not sit under a charitable trust, rather the Trust – being Taranaki Whānui ki Te Upoko o Te Ika – own the units which were developed for social benefit. That benefit is for kaumātua of Taranaki Whānui (housing for our elderly). The properties sit on Remutaka Grove and Orongorongo Tce and we have a CHP in place – Compass Housing s7(2)(a) emitted the developer contributions at Te Puna Wai as she agreed that we were providing a development with social outcomes/purpose, so is very familiar with this kaupapa.**
- How does this affect ahu whenua? How does this rates remission future proof for the development of ahu whenua trusts **Correct, what are the benefits for ahuwhenua trusts in this scenario. Either present or future Trusts. I note that you mentioned Wellington Tenth Trust – just to confirm, we do not speak on their behalf and my questions are as they relate to the Trust and any landholdings we have within Lower Hutt.**

Please let us know if there is anything further you would like to discuss while we are looking into the questions you've raised.

Ngā mihi,  
Olivia

*My work days are Monday and Tuesday. For anything urgent outside of these days please contact Kiri Waldegrave on [Kiri.Waldegrave@huttcity.govt.nz](mailto:Kiri.Waldegrave@huttcity.govt.nz)*



**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller  
**Sent on:** Wednesday, March 30, 2022 3:21:50 AM  
**To:** Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; [REDACTED]  
[REDACTED]@wmtrust.co.nz  
**CC:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; [REDACTED]  
[REDACTED]@portnicholson.org.nz  
**Subject:** RE: [EXTERNAL] RE: submission on proposed policy

Kia ora [REDACTED]

Its all sorted and democratic services will send you an invitation to the committee meeting shortly. At this stage it is being held on zoom, but you will be updated if that changes.

Nga mihi,  
Olivia

**From:** Olivia Miller  
**Sent:** Tuesday, 29 March 2022 1:00 PM  
**To:** Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; [REDACTED]  
[REDACTED]@wmtrust.co.nz  
**Cc:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; [REDACTED]@portnicholson.org.nz  
**Subject:** RE: [EXTERNAL] RE: submission on proposed policy

Kia ora [REDACTED]

Following Matiu's email I have contacted Democratic services to see if there is anything that needs to be done in relation to speaking under Council Standing Order 30, they will discuss it with the committee chair and I will let you know when I find out and can assist with organising it as needed.

In terms of a written submission on the preconsultation document we sent out with the draft policy to Maori Freehold Landowners and our Mana Whenua Partners, we had asked for feedback by yesterday to give us time to make any amendments that may arise from the feedback before our paperwork needs to be submitted at the end of this week. It would be my hope that because of the number of korero we've had about this mahi throughout this process we would already have addressed any concerns or questions you may have about the policy in the draft that we are putting forward. However, if you have any outstanding concerns or suggested changes to the draft policy can you please let us know as soon as possible so we can see if there is a way to amend the proposed policy in response to them ahead of the draft going to the committee meeting? This doesn't need to be a particularly complex written document, but it would be helpful to have written copy of your views on the proposed policy for the report we are writing on the feedback we have received and any changes that have been made to the proposed policy in response to them.

Nga mihi,  
Olivia

**From:** Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>  
**Sent:** Tuesday, 29 March 2022 12:01 PM



To: s7(2)(a)@wmtrust.co.nz  
Cc: Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; Olivia Miller <Olivia.Miller@huttcity.govt.nz>; s7(2)(a)@portnicholson.org.nz

**Subject:** RE: [EXTERNAL] RE: submission on proposed policy

Tēnā anō koe e whaea,

I'm happy to hear that you have some interest in speaking to Council on this kaupapa.

Please also note that Council Standing Order 30 would apply when speaking to the Policy, Finance and Strategy Committee on this kaupapa, whereby Mana Whenua representatives present at any meeting of a committee and subcommittee have the same speaking and voting rights as the permanent members of that committee or subcommittee. Mana Whenua may also be represented at that meeting by such number of representatives as is equal to the number of permanent members of that committee or subcommittee who are present at that meeting.

It is quite an old Standing Order so you will have excuse some of the wording, but I have attached a copy of this for your reference ☺

Ka nui te aroha,

Matiu

From: s7(2)(a)@wmtrust.co.nz  
Sent: Tuesday, 29 March 2022 11:39 AM  
To: Olivia Miller <Olivia.Miller@huttcity.govt.nz>; s7(2)(a)@portnicholson.org.nz  
Cc: Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>  
**Subject:** [EXTERNAL] RE: submission on proposed policy

Hi, when is the date scheduled for submissions to council can you advise please. I would like the opportunity to speak to council about this.

Thanks Olivia

Nga mihi

s7(2)(a)

From: Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
Sent: Tuesday, 29 March 2022 11:25 am  
To: s7(2)(a)@portnicholson.org.nz; s7(2)(a)@wmtrust.co.nz  
Cc: Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>  
**Subject:** submission on proposed policy

Kia ora koutou,

I wanted to touch base and see if either of you were planning/ wanting to make an official submission on this policy?

We will be reporting back to council your involvement in the drafting of the policy and in particular the expansion of the scope of the policy in response to concerns/ thoughts you both raised.

However you are of course very welcome to also make a written submission either from a personal perspective or as a representative. We feel it can be quite useful for Councillors to directly here from those who we have spoken to about their views on the proposed policy (eg. Support/ don't support etc) to help them in making an informed decision.

Let me know if you would like to discuss this further

Nga mihi,  
Olivia

**Olivia Miller**  
Policy Advisor

Hutt City Council, 30 Laings Road, Lower Hutt 5040

P: 04 570 6966 M: W: [www.huttcity.govt.nz](http://www.huttcity.govt.nz)



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From: [REDACTED] <[REDACTED]@portnicholson.org.nz>

Sent: Tuesday, 29 March 2022 10:00 AM

To: Olivia Miller <Olivia.Miller@huttcity.govt.nz>; [REDACTED]

[REDACTED] <[REDACTED]@waiwhetumarae.co.nz>

Subject: [EXTERNAL] RE: todays hui

**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller  
**Sent on:** Monday, April 4, 2022 2:44:52 AM  
**To:** Jo Miller <Jo.Miller@huttcity.govt.nz>; [REDACTED]@portnicholson.org.nz  
**CC:** [REDACTED] Kiri  
Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Alicia  
Andrews <Alicia.Andrews@huttcity.govt.nz>; Matiu  
Jennings <Matiu.Jennings@huttcity.govt.nz>  
**Subject:** RE: [EXTERNAL] Rates Relief within HCC Rohe

Kia ora [REDACTED]

Apologies for the delayed response on this and thanks for your email. Just wanted to touch base and let you know we are arranging a time to meet as a team and with Jo to discuss this further and we'll keep you up to date on how that progresses.

Nga mihi,  
Olivia

**From:** Jo Miller <Jo.Miller@huttcity.govt.nz>  
**Sent:** Friday, 1 April 2022 12:31 PM  
**To:** [REDACTED]@portnicholson.org.nz  
**Cc:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>; [REDACTED]  
[REDACTED]  
**Subject:** RE: [EXTERNAL] Rates Relief within HCC Rohe

Kia ora [REDACTED] thanks for your email. At first glance I don't think the legislation and policies can accommodate what you're proposing so we'll need more time to consider your email fully. I'll pass this through to Olivia for consideration as part of the policy review.

Ngā mihi nui  
Jo

Ngā mihi nui

**Jo Miller**  
Tumu Whakarae  
Chief Executive Officer

Hutt City Council, 30 Laings Road, Lower Hutt 5010, New Zealand

---

T: 04 570 6773 | M: 027 213 7550  
W: [www.huttcity.govt.nz](http://www.huttcity.govt.nz)

Follow me on Twitter [@jomillernz](https://twitter.com/jomillernz)





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From: [REDACTED] <[REDACTED]@portnicholson.org.nz>

Sent: Thursday, 31 March 2022 4:25 PM

To: Jo Miller <Jo.Miller@huttcity.govt.nz>

Cc: Olivia Miller <Olivia.Miller@huttcity.govt.nz>; [REDACTED]

[REDACTED]

Subject: [EXTERNAL] Rates Relief within HCC Rohe

Kia Ora Jo,

**Rates Relief within HCC Rohe**

I have been discussing the rates remission with [REDACTED] and he mentioned that you had been in discussion about our Te Puna Wai Papakainga and our aspirations of placing members into warm, safe, homes and units. Since that time, Kara has become the chair of Port Nicholson Block Settlement Trust (the Trust), as well as being one of your senior staff, so that can only be a good sign, albeit conflicts will of course need to be managed.

You were generous enough a few years back to recognise, when we were at the start of our development at Te Puna Wai, that we had a social as well as commercial purpose at Te Puna Wai and provided us with an exemption from the requirement to pay developer contributions. Thank you.

Your exemption has enabled the Trust to provide as follows:

1. 13 newly constructed social affordable houses at a market price average of \$540,000 to whanau when prices were considerably above that price;
2. 6 shared equity properties at a market price average of \$477,000 to whanau at a time when prices were considerably above the same;
3. 11 Kaumatua social rental units which we provide to our elderly on a subsidised basis.

In summary your assistance has enabled our delivery in terms of social enablement at Te Puna Wai, and we are grateful that Hutt City Council are part of that community's story.

### Rates Relief

We have become aware that Hutt City Council is now considering allowing rates relief where such relief is appropriate and once again, we thought we ought to write to you and seek your support. You will be aware that the Trust has a commercial remit in that it needs to make money to operate and survive but much like yourselves it has a broader focus than commerce alone, as like HCC we exist primarily for our members with a view to enhancing and promoting their wellbeing. Like all entities' reach is always in front of us.

With our social theme in mind, we would like your assistance and would be happy to work with Olivia Miller to make our case for rates remission as concerns our 11 Kaumatua units, which would be of assistance to us as we grow our social reach. We would at the same time ask that consideration be given to a similar arrangement to any land that we converted to Māori Land within Lower Hutt in order to ensure that land could not be alienated. On the second request we would provide a more fulsome description of the relief sought at the time of the creation of what would or could in essence be an Ahu Whenua Trust to hold land as Māori freehold land.

Look forward to hearing from you as we want to grow our community which is part of the community you oversee, and we like to think that our focus is more social than commercial and that where we can demonstrably show this that we could be afforded relief.

Thank you for your time once again Jo,

Ngā mihi mahana,

s7(2)(e)



s7(2)(a)

*Tumu Whakarae | Chief Executive*

**Taranaki Whānui ki te Upoko o te Ika a Maui**  
Port Nicholson Block Settlement Trust

P (+64) 4 472 3872

s7(2)(b)

Transway Building, Level 3, 1-3 Theodores Quay, Wellington 6011

Released under the Local Government Official Information and Meetings Act

**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller

**Sent on:** Tuesday, April 26, 2022 1:19:53 AM

**To:** s7(2)(a)@portnicholson.org.nz

**CC:** s7(2)(a)@portnicholson.org.nz; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>

**Subject:** RE: [EXTERNAL] RE: Rates Remission Policy 2021

Kia ora s7(2)(a)

Thank you for your email and the mahi you have put it into. As we discussed in our phone call this policy is going to our PFS committee this Thursday (28<sup>th</sup> April, 2:00-5:00 and will be live streamed on the HCC facebook page) and we will also be having a brief meeting with our CEO ahead of that. I suggest we wait until after these hui have occurred to meet as we will then have a better idea of whether the proposed expanded scope of the policy will be likely to be approved by Council. As discussed we won't know definitively whether or not the expanded scope is approved until after public consultation and the Council meeting in June.

If the scope of the policy is not expanded we will still of course consider whether and to what extent your submission meets the criteria for rates remission, however as discussed, if the scope of the policy is expanded that will likely make a significant decision to the outcome of your submission.

Please let me know if you would like me to arrange a hui to have an initial discussion for early next week or whether you would prefer to wait until we have a definitive outcome of the policy in late June and have a more in depth discussion then.

Nga mihi,  
Olivia

**From:** s7(2)(a)@portnicholson.org.nz

**Sent:** Thursday, 21 April 2022 4:52 PM

**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>

**Cc:** s7(2)(a)

**Subject:** [EXTERNAL] RE: Rates Remission Policy 2021

Kia ora Olivia

Hate to be a bit cheeky, but please find attached a draft of what we would propose to lodge, I wondered if you and I could have a chat re our submission as we genuinely believe we meet the criteria.

Attached

- Draft submission;
- Trust Deed;



- Annual Report (shared in-confidence - [Annual Report 2020-21](#)); and
- Five Year Strategy Plan.



**Ngā mihi,**  
**s7(2)(a)** Kaiwhakahaere Matua, Pakihi me ngā Mahi | General Manager Business & Operations  
**Taranaki Whānui ki te Upoko o te Ika a Maui** | Port Nicholson Block Settlement Trust  
**Tramway Building** Level 3, 1-3 Thorndon Quay, Wellington, 6011  
**Tauwaea** : +64 4 472 3372 **s7(2)(a)**  
**Paeukuruku** : [s7\(2\)\(a\)](#)

Released under the Local Government Official Information and Meetings Act

# RATES REMISSION POLICY

## INTRODUCTION

In order to allow rates relief where it is considered fair and reasonable to do so, Council is required to adopt policies specifying the circumstances under which rates will be considered for remission. There are various types of remission, and the circumstances under which a remission will be considered for each type may be different. The conditions and criteria relating to each type of remission are therefore set out separately in the following pages, together with the objectives of the policy.

This policy is prepared under section 109 of the Local Government Act 2002 for consultation using the special consultative procedure laid down in section 83 of that Act.

## 1. PART 1 – REMISSION FOR COMMUNITY, SPORTING AND OTHER ORGANISATIONS

### 1.1 OBJECTIVES OF THE POLICY

- To facilitate the ongoing provision of non-commercial community services that meet the needs of the residents of the city
- To facilitate the ongoing provision of non-commercial recreational opportunities for the residents of the city
- To assist the organisations' survival
- To make membership of the organisations more accessible to the general public; particularly disadvantaged groups. These include children, youth, young families, aged people and economically disadvantaged people

### 1.2 CONDITIONS AND CRITERIA

Council may remit rates where the application meets the following criteria:

- The policy will apply to land owned by Council or owned and occupied by a charitable organisation, which is used exclusively or principally for sporting, recreation or community purposes.
- The policy does not apply to organisations operated for private pecuniary profit.
- The policy will also not apply to groups or organisations whose primary purpose is to address the needs of adult members (over 18 years) for entertainment or social interaction, or who engage in recreational, sporting or community services as a secondary purpose only.
- Applications for remission must be made in writing to Council prior to the commencement of the rating year. Applications received during a rating year will be applicable from the commencement of the following rating year. Applications will not be backdated.
- Organisations making application should include the following documents in support of their application:
  - statement of objectives
  - financial accounts
  - information on activities and programmes
  - details of membership or clients.

- Any remission granted in relation to the general rate under this policy will be 50 per cent of the amount charged.
- Qualifying organisations rated in the Community Facilities differential 1 (CF1) and 2 (CF2) categories will be eligible for rates remission under this policy.
- The policy shall apply to such organisations as are approved by Council as meeting the relevant criteria.
- No remission will be granted on targeted rates for water supply under this policy.
- Remission of targeted rates for wastewater disposal under this policy will only be granted as follows, to the types of organisations specified:
  - Places of religious worship will be charged for a maximum of two pans, except in circumstances where it is evident that there is regular weekday use of the building for non-worship purposes.
  - Child care facilities will be charged for a maximum of two pans.
  - Sports clubs will be charged for a maximum of two pans.
  - No more than 200 pans are to be charged on any one property.
  - Mārae and other similar meeting places are to be charged for a maximum of two pans.

### 1.3 DELEGATIONS

Council may delegate the authority to make such approvals to particular Council officers as specified by a resolution of Council.

## 2. PART 2 – REMISSION OF PENALTIES ADDED TO UNPAID RATES

### 2.1 OBJECTIVE OF THE POLICY

To enable Council to act fairly and reasonably in its consideration of penalties on rates which have not been paid by the due date.

### 2.2 CONDITIONS AND CRITERIA

Upon receipt of an application from the ratepayer, or if identified by Council, Council may remit a penalty where it considers that it is fair and equitable to do so. Matters that will be taken into consideration by Council include the following:

- the ratepayer's payment history
- the impact on the ratepayer of extraordinary events
- the payment of the full amount of rates due
- the ratepayer entering into an agreement with Council for the payment of rates.

Council reserves the right to impose conditions on the remission of penalties.



### 2.3 DELEGATIONS

Decisions on the remission of penalties may be delegated to Council officers or a Committee of Council. All delegations will be recorded in Council's delegations register.

## 3. PART 3 – REMISSION OF TARGETED RATES IN CERTAIN CIRCUMSTANCES

### 3.1 OBJECTIVE OF THE POLICY

The objective of this remission is to promote fairness in the application of rating by allowing the Council to remit targeted rates assessed as fixed charges in circumstances where it is equitable to do so.

### 3.2 CONDITIONS AND CRITERIA

A remission may be granted of all or part of a targeted rate set as a fixed charge per separately used or inhabited part (SUIP) where the application meets one of the following criteria:

- rating units used for residential purposes in separate ownership and contiguous (ie, sharing a boundary and in common usage, as that they should reasonably be treated as a single unit). This includes but is not limited to situations where the secondary unit is used solely as a private garden or for vehicle parking
- rating units used for residential purposes and that include a separately used or inhabited part occupied by a dependent member of the family of the owner
- for land classified as residential or rural under the council's operative district plan, targeted rates for refuse and recycling may be remitted where the service is not provided to the rating unit
- rating units or an SUIP with a dwelling that has been damaged by fire and as a result is uninhabitable.

Owners wishing to claim a remission under this policy are required to make a written application and to supply such evidence as may be requested to verify that a remission should be granted under this policy. While a remission may be granted for the current year, no consideration will be given to applications relating to prior years.

### 3.3 DELEGATIONS

Council will delegate authority to consider and approve applications to Council officers.

## 4. PART 4 – REMISSION ON LAND PROTECTED FOR NATURAL, HISTORIC OR CULTURAL CONSERVATION PURPOSES

### 4.1 OBJECTIVE OF THE POLICY

To protect and promote significant natural areas, culturally significant sites, historic buildings, structures and places, and archaeological sites.

This policy will support the provisions of the District Plan where a number of these features have been identified.

### 4.2 CONDITIONS AND CRITERIA

Ratepayers who own rating units that include significant natural areas, culturally significant sites, historic buildings, structures and places, and archaeological sites, including those identified in the District Plan, and who have voluntarily protected these features, may qualify for remission of rates under this part of the policy.

Land that is non-rateable under section 8 of the Local Government (Rating) Act 2002 and is liable only for rates for water supply, wastewater disposal or refuse collection will not qualify for remission under this part of the policy.

Applications must be made in writing. Applications should be supported by documentary evidence of the protected status of the rating unit; eg, a copy of the covenant or other legal mechanism.

In considering any application for remission of rates under this part of the policy, Council will consider the following criteria:

- the extent to which the protection and promotion of significant natural areas, culturally significant sites, historic buildings, structures and places, and archaeological sites will be promoted by granting remission of rates on the rating unit
- the degree to which the significant natural areas, culturally significant sites, historic buildings, structures and places, and archaeological sites are present on the land
- the degree to which the significant natural areas, culturally significant sites, historic buildings, structures and places, and archaeological sites inhibit the economic utilisation of the land.

In granting remissions under this part of the policy, Council may specify certain conditions before granting remission. Applicants will be required to agree in writing to these conditions and to pay any remitted rates if the conditions are violated.

Council will decide what amount of rates will be remitted on a case-by-case basis, subject to a maximum amount of 50 per cent of rates owing per year.

Applications for the remission of rates for protection of heritage will be considered by a Committee of Council, acting under delegated authority from Council.



## 5. PART 5 – RATES REMISSION AND GRANTS FOR ECONOMIC DEVELOPMENT

### 5.1 OBJECTIVES OF THE POLICY

To promote employment and economic development within the city of Lower Hutt by offering rates remission and economic development grants to:

- encourage new businesses to become established in or relocate to the city
- encourage existing businesses in the city to expand and grow.

This policy is one of a number of initiatives for businesses that Council has in place to assist in achieving the outcomes set out in its Economic Development Plan 2015–2020.

## RATES REMISSION FOR ECONOMIC DEVELOPMENT

### 5.2 CONDITIONS AND CRITERIA

This part of the policy applies to commercial and/or industrial developments that involve the construction, erection or alteration of any building or buildings, or other works intended to be used for industrial, commercial or administrative purposes. Residential developments will not qualify for remission under this part of the policy.

For an application for rates remission for economic development to be considered, applicants must meet all the criteria in either 5.3 or 5.4 (below).

Each application made under Part 5 of this policy will be considered on a case-by-case basis. Satisfaction of the criteria outlined in this policy does not guarantee a remission of rates. The final decision to grant a remission of rates will be at Council's sole discretion.

### 5.3 General criteria

- The development must be of strategic importance for the future economic development of the city. This may be demonstrated by the scale, type or nature of the development.
- The development will create new employment opportunities. Generally a development targeted at a new business to the city would be expected to immediately create at least 50 new full-time-equivalent jobs in Lower Hutt, and developments that target an existing business would be expected to immediately increase its full-time equivalent staff numbers by:
  - over 50 per cent of existing full-time equivalent jobs; or
  - at least 50 new full-time equivalent jobs, whichever is the lesser.
- The development is unlikely to be in competition with existing businesses. Generally the applicant will be required to demonstrate that the development will create little or no competition with existing businesses, or that there is unfulfilled demand in the market for the type of business that will be targeted.
- The development will bring a significant amount of new capital investment into the city. The amount of new investment should be not less than \$2,500,000 unless the business falls within the category



identified in 2 below. Consideration will be given to the extent that the new development would increase the rating base.

#### **5.4 Criteria regarding innovative or rare types of business for Lower Hutt using advanced science and/or advanced technology**

Developments that attract new or grow existing innovative or rare types of business for Lower Hutt using advanced science and/or advanced technology are likely to be more favourably considered for remission. Where this type of business does not initially meet the criteria for employment creation or new capital investment as outlined above:

- The development must be of strategic importance for the future economic development of the city. This will be demonstrated by the advanced science and/or advanced technology nature of the development.
- The development is unlikely to be in competition with existing businesses. Generally the applicant will be required to demonstrate that the development will create little or no competition with existing businesses, or that there is unfulfilled demand in the market for the type of business that will be targeted.
- The applicant must demonstrate, through recognised research and development programmes; and/or through ownership or access to recognised intellectual property rights, that it has a realistic future potential to meet the criteria for employment creation and new capital investment, as outlined above, within three years.

To further assist in considering applications for remission under this part of the policy, Council will also have regard to the extent applications meet all or some of the additional guidelines outlined in 5.7.

## GRANTS FOR ECONOMIC DEVELOPMENT

### 5.5 CONDITIONS AND CRITERIA

This part of the policy applies to the establishment or relocation of commercial and/or industrial businesses new to Lower Hutt and the expansion of existing commercial and/or industrial businesses in Lower Hutt that does not involve the construction, erection or major alteration of any building or buildings intended to be used for industrial, commercial or administrative purposes.

Residential activity will not qualify for grants under this part of the policy.

For an application for economic development grants to be considered, applicants must meet all the criteria in 5.6.

Each application will be considered on a case-by-case basis. Satisfaction of the criteria outlined in 5.6 of this Policy does not guarantee an economic development grant. The final decision to approve an economic development grant will be at Council's sole discretion.

### 5.6 General criteria

- The business must be of strategic importance for the future economic development of the city. This may be demonstrated by the scale, type or nature of the business.
- The business will create new employment opportunities. Generally a new business to the city would be expected to immediately create at least 50 new full-time-equivalent jobs in Lower Hutt. Existing business would be expected to immediately increase its full-time equivalent staff numbers by at least 50 new full-time equivalent jobs.
- The business is unlikely to be in direct competition with existing businesses. Generally the applicant will be required to demonstrate that the business will create little or no competition with existing businesses.
- The business demonstrates a long-term commitment to remain and operate in the city. Property ownership or a long-term lease of property (a minimum of six years) may be accepted as a proof of commitment.

To further assist in considering applications for economic development grants under this part of the policy, Council will also have regard to the extent applications meet all or some of the additional guidelines outlined in 5.7.

### 5.7 Additional guidelines

These additional guidelines have been developed to assist in assessing the suitability of an application for an economic development grant and in determining at what level, if any, an economic development grant should be set. Only when an application has been shown to meet the mandatory criteria outlined in 5.6 will the additional guidelines in 5.7 be applied (as applicable).

As additional considerations in considering an application for rates remission, Council will have regard to:

- the extent that the new or expanded business would increase economic activity in the city
- whether the business has minimal impact on the environment in terms of air, water or soil
- whether it is likely that any grant provided would encourage the business to proceed with establishment, relocation or expansion in the city.



## 5.8 APPLICATION PROCESS

Applications must be made in writing and received allowing sufficient time to be able to consider them prior to the commencement of construction or relocation or expansion of the business.

Commencement of construction will be deemed to have occurred when the activity for which a building consent has been issued is substantially under way and progressing.

Establishment, relocation or expansion of the business will be deemed to have occurred once occupancy of the business personnel has occurred.

For the purposes of this policy, a development is any project or group of projects requiring one or more building consents that, as a body of work, occurs within a similar timeframe, and that stands alone as a complete activity in and of itself.

This policy does not exclude the potential for more than one development to occur on the same site. Applications must be supported by:

- a description of the development or business
- a plan of the development or business premises (where possible)
- an estimate of costs of the development (for rates remission applications only)
- an indication of the businesses that will be attracted by the development
- an estimate of the likely number and type of jobs created by the development or business
- evidence that the jobs (positions) created are new to Lower Hutt
- an environmental impact report (if applicable)
- evidence of ownership or access to intellectual property rights (if applicable)
- evidence of future commercial potential of use of that intellectual property (if applicable).

Where the applicant is not the owner or the ratepayer of the property, the applicant must provide written proof of support from the property owner. If the applicant is a lessee then the lease expiry date should be stated, as well as any rights of renewal etc.

In considering applications, Council may seek independent verification of any information provided on an application.

Each application will be considered on a case-by-case basis. Satisfaction of the criteria outlined in 5.3, 5.4 and 5.6 does not guarantee a remission of rates or economic development grant. The final decision to approve a remission of rates or an economic development grant will be at Council's sole discretion.

Remissions of rates approved will generally be not less than 50 per cent, and may be up to a maximum of 100 percent, of the rates assessed by Council on the capital value of the new investment only, and for up to a maximum remission period of three years. Rates to be paid to Greater Wellington Regional Council cannot be remitted under this policy.

Economic development grants approved will generally be for not less than 50 per cent, and may be up to a maximum of 100 per cent, of the equivalent value of the rates assessed by Council on the capital value of the premises occupied by the business, and for up to a maximum remission period of three years.

In approving rates remissions or economic development grants under this policy, Council may in its discretion specify certain conditions before granting the rates remission or economic development grant,



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having regard to the criteria and the application process specified in this policy. Applicants will be required to agree in writing to these conditions and to pay any remitted rates or economic development grants provided if the conditions are violated.

## 5.9 DELEGATIONS

Applications for remission of rates and economic development grants for economic development will be decided by the Policy, Finance and Strategy Committee, acting under delegated authority from Council.

## 5.10 APPEAL

Applicants may appeal against:

- a decision to decline a remission of rates or not approve a full remission of rates; or not approve an economic development grant;
- conditions imposed when a remission of rates or economic development grant has been approved.
- Appeals will be heard by the Policy, Finance and Strategy Committee of Council.

## 5.11 EXCLUSIONS

This policy does not apply to Council developments.

# 6. PART 6 – REMISSION FOR RESIDENTIAL LAND IN COMMERCIAL OR IN INDUSTRIAL AREAS

## 6.1 OBJECTIVE OF THE POLICY

To ensure that owners of residential rating units situated in commercial or industrial areas are not unduly penalised by the zoning decisions of this Council and previous local authorities.

## 6.2 CONDITIONS AND CRITERIA

To qualify for remission under this part of the policy the rating unit must:

- be situated within an area of land that has been zoned for commercial or industrial use. Ratepayers can determine the zoning of their property by inspecting the District Plan, copies of which are available at Council offices.
- be listed as a 'residential' property for differential rating purposes. Ratepayers wishing to ascertain whether their property is treated as a residential property may inspect Council's rating information database at Council offices.

Those ratepayers wishing to claim remission under this part of the policy must make an application on the prescribed form (available from Council offices).

The application for rates remission must be made to Council prior to the commencement of the rating year. Applications received during a rating year will be applicable from the commencement of the following rating year. Applications will not be backdated.

If an application is approved, Council will direct its valuation service provider to inspect the rating unit and prepare a valuation that will treat the rating unit as if it were a comparable rating unit elsewhere in the district. The ratepayer may be asked to contribute to the cost of this valuation. Ratepayers should

note that the valuation service provider's decision is final and there are no statutory rights of objection or appeal for values done in this way.

The amount of remission granted under this part of the policy will be limited to the difference between the rates charged on the original value and the rates chargeable on the valuation of the rating unit as a house in a residential area.

### 6.3 DELEGATIONS

Applications for remission under this part of the policy will be determined by officers of Council, acting under delegated authority from Council as specified in the delegations register.

## 7. PART 7 – REMISSION OF WASTEWATER CHARGE TO SCHOOLS

### 7.1 OBJECTIVE OF THE POLICY

To provide relief and assistance to educational establishments as defined in Schedule 1 Part 1 clause 6 of the Local Government (Rating) Act 2002 in paying charges for wastewater services.

### 7.2 CONDITIONS AND CRITERIA

This part of the policy will apply only to educational establishments as defined in Schedule 1 Part 1 clause 6 of the Local Government (Rating) Act 2002.

The policy does not apply to any school house, or any part of a school used for residential purposes.

The wastewater charge to any educational establishment in any one year will be the lesser of either:

- a. the amount of the targeted rate for wastewater, calculated based on the actual number of toilet pans in the establishment; or
- b. the amount of the targeted rate for wastewater calculated based on a notional number of toilet pans in the establishment, determined according to the following formula:

Based on the establishment's water consumption for the previous financial year, each 200m<sup>3</sup> of water used, or part thereof, shall count as one toilet pan.

Where the charge made is based on the notional number of toilet pans, the amount of the remission allowed will amount to the difference between the calculations set out in a and b above.



## 8. PART 8 – REMISSION OF RATES AND CHARGES ON LAND AFFECTED BY NATURAL CALAMITY

### 8.1 OBJECTIVE OF THE POLICY

To provide relief and assistance to any ratepayer where the use that may be made of any rating unit has been detrimentally affected by erosion, subsidence, submersion or other natural calamity.

### 8.2 CONDITIONS AND CRITERIA

This part of the policy will apply to any rating unit affected by natural calamity.

In the case of residential rating units, up to 100 per cent of all rates and charges, including charges made for water and wastewater services, and refuse, recycling and green waste services, may be remitted for the period during which the buildings are uninhabitable.

In the case of all other rating units, up to 100 per cent of all rates and charges, including charges made for water and wastewater services may be remitted for the period during which the rating unit is unable to be fully utilised, or utilised to the same extent as it was prior to the occurrence of the natural calamity.

Applications are required to be made in writing by the ratepayer.

Applications will generally only be considered for assistance where the rating unit is uninhabitable or unusable for a period exceeding one month.

The application must describe the nature of the natural calamity, and outline the steps that the owner has taken, or will be taking, to return the rating unit to a usable state, and provide an estimate of the time the rating unit is expected to be affected.

The amount of remission granted in any individual case will be determined based on the severity of the damage to the rating unit, as well as the individual circumstances of the ratepayer and the financial circumstances of Council.

Applicants for a remission under this part of the policy will also be deemed eligible to be considered for a postponement of rates under the Rates Postponement Policy. Assistance granted may therefore be in the form of either a postponement or a remission of rates, or a combination of both; whichever is most appropriate in the individual circumstances.

Any rates postponed on rating units affected by natural calamity may at a later date be considered for a remission under this policy, when the full extent and duration of the event has become more clearly defined.

All applications must be made in writing by the ratepayer within three months of the event.

### 8.3 DELEGATIONS

Applications for remission under this part of the policy will be decided by a committee of Council, acting under delegated authority.



## 9. PART 9 – REMISSION OF RATES – TRANSITION

### RURAL TO RESIDENTIAL

#### 9.1 OBJECTIVE OF THE POLICY

A rates remission may be granted to phase in the increase to the Hutt City Council General Rate payable due to a rating unit moving from the Rural to the Residential differential rating category.

#### 9.2 CONDITIONS AND CRITERIA

This policy applies to a rating unit where there is an increase in the Hutt City Council General rate due to the differential rating category of the rating unit changing from Rural to Residential as the result of the 2021–2031 Long Term Plan rating policy change to align the definition of the Rural differential rating category with the District Plan.

This policy will also apply to any rating unit where there is an increase in the General rate due to a District Plan change that results in the differential rating category reclassification of that rating unit changing from Rural to Residential.

If granted, this remission will last for one rating year, and will be calculated as follows:

- Rating value \* 21/22 Residential differential rate in the dollar (x)
- Rating value \* 21/22 Rural differential rate in the dollar (y)
- $(x) - (y) / 2 = \text{remission}$

## 10. PART 10 – REMISSION OF RATES – TRANSITION

### COMMERCIAL ACCOMODATION TO COMMERCIAL CENTRAL

#### 10.1 OBJECTIVE

A rates remission may be granted to phase in the increase to the Hutt City Council General Rate payable due to a rating unit moving from the Commercial Accommodation to the Commercial Central rating category.

#### 10.2 CONDITIONS AND CRITERIA

This policy applies to a rating unit where there is an increase in the Hutt City Council General rate due to the differential rating category of the rating unit changing from Commercial Accommodation to Commercial Central as the result of the 2021–2031 Long Term Plan rating policy change to remove the Commercial Accommodation differential rating category.

If granted, this remission will last for one rating year, and will be calculated as follows:

- Rating value \* 21/22 Commercial Central differential rate in the dollar (x)
- Rating value \* 20/21 Commercial Accommodation differential rate in the dollar (y)
- $(x) - (y) / 2 = \text{remission.}$
-

## 11. PART 11 – REMISSION OF RATES – MISCELLANEOUS

### 11.1 OBJECTIVE

It is recognised that not all situations in which the Council may wish to remit rates will necessarily be known about in advance and provided for in the Council's specific policies. This policy provides for the possibility of a rates remission in circumstances that have not been specifically addressed in other parts of the Council's Rates Remission and Postponement Policies and where Council considers it fair and reasonable to remit rates.

### 11.2 CONDITIONS AND CRITERIA

The Council may remit part of or all of the current Hutt City Council rates on a rating unit where Council considers it fair and reasonable to do so because:

- a. the rates, or a particular rate, assessed on that rating unit are disproportionate to those assessed in respect of comparable rating units; or
- b. the rating policy is determined by the Council at its sole discretion to unfairly disadvantage an individual ratepayer.

The approval of this remission will not set a precedent that application of the usual rates unfairly disadvantages other ratepayers.

Approved applications will be considered from the rating year in which year they are received. Remission of prior year rates will not be considered. Council reserves the right to impose further conditions on a case by case basis.

### 11.3 DELEGATIONS

Applications for remission under this part of the policy will be determined by officers of Council, acting under delegated authority from Council as specified in the delegations register.



**From:** s7(2)(a)@portnicholson.org.nz  
**Sent on:** Thursday, April 21, 2022 4:52:12 AM  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**CC:** s7(2)(a)  
**Subject:** [EXTERNAL] RE: Rates Remission Policy 2021  
**Attachments:** 2022 04 21 Submissions HCC Rates Remission.docx (1.06 MB), PNBST - Trust Deed - 2008.pdf (1.73 MB), Five year Strategic Plan - PNBST - 2011-15.pdf (11.14 MB)


**Follow up:** Follow up  
**Start date:** Tuesday, April 26, 2022 12:00:00 AM  
**Due date:** Tuesday, April 26, 2022 12:00:00 AM

Kia ora Olivia

Hate to be a bit cheeky, but please find attached a draft of what we would propose to lodge, I wondered if you and I could have a chat re our submission as we genuinely believe we meet the criteria.

**Attached**

- Draft submission;
- Trust Deed;
- Annual Report (shared in-confidence - [Annual Report 2020 21](#)); and
- Five Year Strategy Plan.

 Ngā mihi,  
s7(2)(a) | Kaiwhakahaere Mātua, Pakihi me nga Mahi | General Manager, Business & Operations  
Taranaki Whānui ki te Upoko o te Ika a Maui | Port Nicholson Block Settlement Trust  
Tramway Building, Level 3, 1-3 Thorndon Quay, Wellington, 6011  
Tauwaea : +64 4 472 3872 | s7(2)(a)  
Paetukutuku : [www.pnbst.msc.govt.nz](http://www.pnbst.msc.govt.nz) | Follow us on Facebook

**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**Sent:** Tuesday, 5 April 2022 9:56 am  
**To:** s7(2)(a)@portnicholson.org.nz  
**Cc:** s7(2)(a)  
Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>  
**Subject:** Rates Remission Policy 2021

Morena s7(2)(a)

Following your call yesterday, I've double checked and we currently do not have any other policies on Maori Land, apart from the current Maori Freehold Land Policy, which as you know is under review with a new version due by 1 July 2022.

Attached is a copy of our current general rates remission policy. Just as a heads up, we're still working on getting this updated on the Council website so this is the most up to date version of the



policy – which includes an expansion to the policy and the one on the website doesn't include this expansion.

Please let me know if you have any other pātai and we'll keep you updated about the hui with the CE and next steps from there.

Ngā mihi,  
Olivia

My work days are Monday and Tuesday. For anything urgent outside of these days please contact Kiri Waldegrave on [Kiri.Waldegrave@huttcity.govt.nz](mailto:Kiri.Waldegrave@huttcity.govt.nz)

**Olivia Miller**  
Policy Advisor

Hutt City Council, 30 Laings Road, Lower Hutt 5040  
**P:** 04 570 6966 **M:** **W:** [www.huttcity.govt.nz](http://www.huttcity.govt.nz)



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PORT NICHOLSON BLOCK  
SETTLEMENT TRUST



# Taranaki Whānui ki Te Upoko O Te Ika a Maui Five Year Strategic Plan 2011 - 2015





*The Maunga is on the left hand side representing the link to whenua. The waves represent the Wellington harbour and the culmination of these two elements in the tohu symbolise the spiritual journey from Taranaki to Wellington and the link between the two areas.*



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## Mihi Whakatauki

Purutia mai te tauru o te rangi  
Kia tina, kia whena, kia toka te manawa ora hei ora  
Tina toka te manawa ora ki whea?  
Tina toka te manawa ora ki Koikoi Kohatu ātanga te paerangi  
Tiketike ai i te rangi  
Taketake ai i te whenua  
Tūpāpahu ana kia hāmama te waharoa o te ika  
Ki Te Whanganui-a-Tara me ōna mounga tapu, me ōna  
pukepuke rau  
Kia mana ai te koke kōrero, “Kua kā kē ngā ahi e”.

Whērikoriko te mahara ki tua o pae Tararua  
Ki te rua kōhā o hui-rarapa-iti, o hui-rarapa-nui  
Te rauhītanga mai o kāhui kāhika  
E tuwhera kau noa ki ngā ara tuatinitini, tuamanomano  
E heke mai ana i Rangiātea, kei Hikurangi, kei te whai ao, kei te  
ao mārāma!

Nau mai e te ao, uhia mai te hā ki tenei mouri ora  
Kei te tuhi, kei te rarama, hura mai te rā  
Hira mai te haeata ki te iti, ki te rahi  
Te ohonga i te manawa ora o Taranaki Whānui ki Te Upoko-o-  
te-Ika  
Te hau whakarunga e taiāwhio nei i ngā ngaru puapua o te  
whatu-wai-moana  
Kia wātea, kia wātea, ati hoki kua wātea  
E Rongo e, purutia kia ū, purutia kia mau.





## Chairman's Foreword

The tasks over these next years is to transform our vision and objectives into reality.

Our primary task is to develop a positive future for our people through the opportunities the settlement and the goodwill generated within the communities.

Our relationships with government, local government and the many communities within our rohe are foundations we must preserve and relate well to.

The strategic plan is about identifying achievable goals which we can work towards to enhance the well-being of the community we serve.

Our mission is about exercising the rights we have, developing the resources to achieve our objectives and communicating with clarity and precision how this will be achieved.

The strategic plan sets down a guide for how the Trust will move forward. It is designed to be practical and achievable but flexible enough to adjust to opportunities and issues which will inevitably confront the Trust over the years ahead.

The underlying theme of the settlement has been to maintain unity within the iwi groups the Trust represents and to strengthen the cultural, commercial and community links within the Port Nicholson Block area. This is as important going forward as it is now. Relationships with our members, other communities and the commercial and

political sectors will enhance and ensure the acceptance of the programme set out in this strategic plan.

Sir Ngatata Love  
Chairman

As mana whenua of the Capital City of Aotearoa/New Zealand our vision is to ensure that our members maintain their place within the rohe their tupuna occupied in 1840.

The loss of years and the fragmentation of iwi and whānau over the decades challenges us to restore the rightful place of our people within the Port Nicholson Block rohe.

Decades of working to settle our Treaty claims have resulted in the opportunity to achieve the vision that we have agreed to through the many fora and engagements with members of the Trust.

*To restore, revitalise, strengthen and enhance the cultural, social and economic well-being of Taranaki Whānui ki Te Upoko o Te Ika.*

### Our four strategic goals are clear

- Economic well-being
- Social well-being
- Cultural well-being
- Environmental well-being

## Purpose of Strategic Plan

This Strategic Plan sets out the Port Nicholson Block Settlement Trust's vision, objectives and goals for the next five years (2010-2015).

The Strategic Plan is intended to inform and guide the Trust in its priority setting, investment decisions and the focus of its strategic alliances over the next five years.

The Plan has been developed following interviews with past and current Trustees, key stakeholders and careful deliberation by the Trust Board. The Trusts annual plan is the mechanism to inform members and stakeholders of developments and achievements pertaining to the strategic objectives outlined in this plan.





## Port Nicholson Block Settlement Trust

The Port Nicholson Block Settlement Trust (the Trust) was established on 11 August 2008.

The purpose of the Trust is to receive, manage and administer the assets and rights on behalf of and for the benefit of the present and future members of Taranaki Whānui ki Te Upoko o Te Ika

Trustees are elected for a period of three years. The Trustees as at 30 August 2010 are Sir Ngatata Love (Chairman), Sir Paul Reeves (Deputy Chairman), Neville Baker, Mark Te One, Liz Mellish, Dr Catherine Love, Hokipera Ruakere, Hon Mahara Okeroa, Peter Love, Te Rira Puketapu and June Jackson.

The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 was enacted on 5 August 2009. The settlement package was transferred to the Trust on 2 September 2009.

A copy of the Trust Deed and The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act 2009 are available at the Trust Office or online at [www.pnbst.maori.nz](http://www.pnbst.maori.nz)



## Nga Tangata

Taranaki Whānui ki te Upoko o Te Ika are mana whenua of the Port Nicholson area. The iwi that make up Taranaki Whānui migrated to the Wellington area in the 1830s and have maintained ahi kā. We established ourselves around the Wellington Harbour. Our kāinga, our pā, our gardens have now been largely subsumed by urban development. Yet, we remain.

Migration has meant that we are now a minority within our rohe. Yet, we are still the mana whenua.

Taranaki Whānui ki Te Upoko o Te Ika (Taranaki Whānui) are those people who descend from one or more of the recognised tupuna of:

- Te Āti Awa
- Taranaki
- Ngāti Ruanui
- Ngāti Tama and
- Other iwi from the Taranaki area

Also descend from one or more of the original signatories of the 27 September 1839 Port Nicholson Block purchase deed;

- a) persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or
- b) other persons not named in this definition who exercised customary rights based on descent referred to in clause (a)(i) of this definition in the Port Nicholson Block, Wellington District on or after 6 February 1840; and
- c) every whānau, hāpu or group, including the Wellington Tenths Trust and the Palmerston North Māori Reserves Trust composed of individuals to the extent that

those whānau, hāpu or groups of individuals are referred to in clause (a) of this definition.

As at 20 September 2010 there are almost 14,000 verified registered members of the Port Nicholson Block Settlement Trust. A statistical breakdown indicates the following:

- 90% of members live in New Zealand.
- 10% live overseas with 9% residing in Australia.
- Almost half (48%) of members live in Wellington or Taranaki region.
- 63% of members are of working age.
- 35% are dependants (under 18 years of age).
- The Trust has a very youthful population with 47% of members under 25 years of age.





## Te Rohe

- The takiwā for Taranaki Whānui ki te Upoko o te Ika was recounted to the New Zealand Company by the Rangatira Te Wharepouri in 1839 and followed the Māori tradition of marking a takiwā by tracing from headland to headland.
- The eastern boundary was established by the kāinga at Mukamuka on the stream of the same name. The takiwā included the catchments of the Ōrongorongo, Wainuiomata, Te Awakairangi (Hutt) Rivers and Makara Stream along with Te Whanganui a Tara and the three islands in the harbour.
- The western boundary was established at Pipinui Point and included the pā of Ngutu Kaka on the North Western side.







## Vision

### The trust's vision is:

*Ki te whakahou,  
whakapakari me  
te whakanikoniko  
i te ahurea papori,  
rangatiratanga o  
Taranaki Whānui ki  
Te Upoko o Te Ika.*

*To restore, revitalise,  
strengthen and  
enhance the cultural,  
social and economic  
well-being of  
Taranaki Whānui ki  
Te Upoko o Te Ika.*

## Strategic Goals

To ensure that all endeavours contribute to the restoration, revitalisation, strengthening and enhancement of the cultural, social and economic well-being of Taranaki Whānui ki Te Upoko o Te Ika, the four strategic goals are:

### To maximise wealth creation and achieve economic and financial well-being

Wealth creation and financial well-being for the Trust will assist in providing benefits and opportunities for owners. The asset base of the Trust must be managed effectively to provide strong financial returns so the Trust is able to support the other strategic goals.

### To achieve social and whānau well-being

Social and whānau well-being will be supported by contributions from the financial strength of the Trust. An important part of social goals will relate to education, health, housing and care for those in need. The whole of government initiative will be important in achieving this goal.

### To enhance cultural well-being

Cultural achievement will include support for and initiatives in te reo, tikanga, arts and history. The emphasis will be to provide opportunities at various levels of need.

### To restore and enhance our natural resources and environmental well-being

Our environment is the basic foundation on individual well-being. Environmental well-being is imbedded within many of the dimensions of the Trust's strategic well-beings through partnerships with local and central government agencies, private sector and the community. Enhancing our natural resources through conservation and preservation of our eco-systems will ensure it is sustainable for future generations.

## Governing Principles

The governing principles that underpin the strategic direction of the plan and assist with focussing the Trust's activities include a focus on the eight principles that encompass the importance of whānau, hāpu and iwi. The eight principles form a holistic and sophisticated approach to the interactions which we as mana whenua have with our environment and include:

**Kaitiakitanga:** Guardianship, preservation and conservation of our precious resources.

**Kotahitanga:** Unity of purpose and direction, fostering a sense of community among hāpu, iwi and wider community.

**Whanaungatanga:** Whanau bonding and relationships based on the principle of aroha, manaakitanga and kotahitanga.

**Wairuatanga:** Spiritual and emotional connection between people our environment and spiritual identity.

**Manaakitanga:** Enhancing and strengthening relationships between and among whānau, hāpu and iwi to nurture and protect.

**Mana Whenua:** On-going connection which whānau, hāpu, iwi have with the land, self-determination.

**Mauri ora:** Life principle and essence of well-being which promotes safe and healthy communities.

**Toi Māori:** To promote and contribute to the revitalisation of hāpu/iwi, a celebration that embraces our culture.

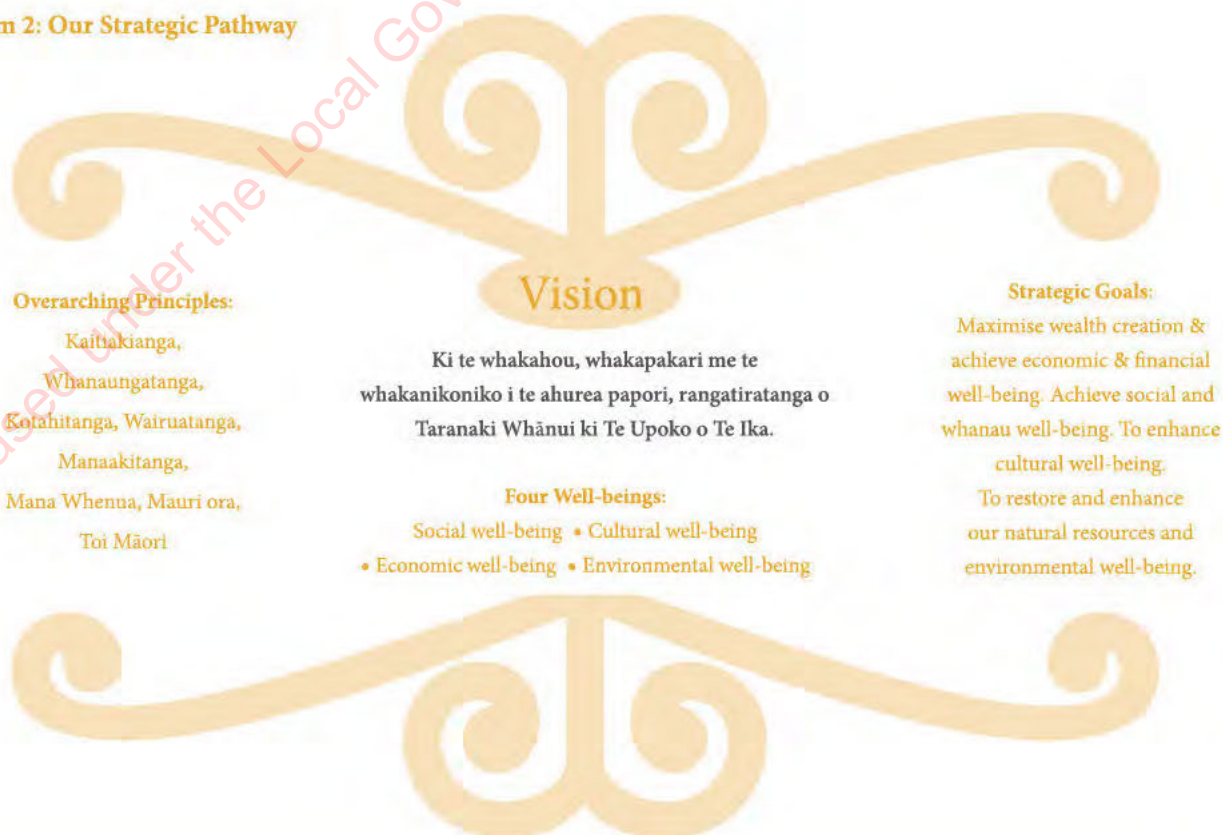




Diagram 1: Strategic Plan Principles



Diagram 2: Our Strategic Pathway







Taranaki Whānui is faced with many opportunities for social, cultural and economic development, as well as opportunities to improve our environment.

Wellington has a diverse economy. From government and service industries, to manufacturing, digital industry, the knowledge sector, and property development. Taranaki Whānui will play an increasingly role in all these sectors with the strong ability to influence key stakeholders through sustainable partnerships that are evolving and enduring.

The Trust has positive relations with government, business, iwi and local government. We need to continue fostering strong relations to influence progress and form partnerships for success.

Our people are our greatest asset. A key challenge is to encourage our rangatahi into meaningful education and training - business, digital media, or the arts and culture, and vocational life skills.

## Our Opportunities & Challenges

A focus of the Trust will be connecting with, and confirming members' needs. Our rohe is very metropolitan with many members residing outside the rohe. The Trust will need to continually assess the effectiveness of services and programmes it is involved with to ensure that positive outcomes for Taranaki Whānui are achieved and reflects the needs of members.

The Trust's biggest challenge is to sustain a sufficiently high rate of return on investments and form strategic partnerships in order to facilitate and/or provide programmes and services to members. Without a critical focus on commercial success we will not be able to deliver on our broader objectives and goals.

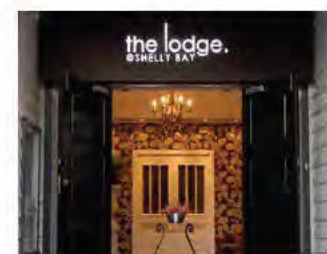
## Economic Prosperity

### Positioning the Trust

Securing commercial returns from properties to generate a sustainable income is crucial to the Trust's survival. Whilst in the short-term there is urgency to generate income to sustain operations and activities, the development of medium to long-term goals is equally important.

The prudent management of risks and effective governance and management of the Trust's financial affairs will be maintained in order to ensure any commercial investments are informed by:

- Robust due diligence and decision-making;
- Sound risk management practice;
- Quantified with sound market intelligence;
- Strategic alliances through joint ventures with those that share our values and vision; and
- Maintaining a balance between commercial assets and income generation that is not at the expense of our status as Mana Whenua.







## Objectives and Actions

The Trust objectives with respect to economic prosperity includes:

Actions	Details	Stakeholders
Objective 1:	Understanding existing and future commercial opportunities for the Trust and its members in the short, medium and long-term.	
Action 1.1: Stocktake of existing and future commercial opportunities.	Assessment of opportunities and risks associated with investments based on robust market intelligence and input from Trustees.	PNBST Trustees, Property Advisors.
Objective 2:	Joint ventures established with strategic partners that will generate sustainable income.	
Action 2.1: Explore joint ventures with credible partners that share mutual values with the Trust and its strategic direction.	Exploring opportunities for joint ventures that are sound and protect the interests of the Trust in order to generate a return on commercial investments.	Property Advisors, Banking Lenders.
Objective 3:	Maintaining and growing relationships with stakeholders within the commercial arena.	
Action 3.1: Engagement with key stakeholders.	Building and maintaining contacts with key stakeholders in the commercial field, particularly with those who share the same philosophy and values as the Trust.	Government Officials, Banks, Property Advisors, Councils, Housing New Zealand.

### Risk adverse

Immediacy of generating income in the short-term to maintain operations

Identifying strengths and weaknesses in the commercial arena

## CHALLENGES

Balancing commercial interests and cultural philosophy

Limited cash flow

To generate sustainable income

### Strong leadership and commitment

Explore robust investments

Diversify our commercial portfolio

Capital City . . . Commercial Opportunities . . . established networks

## OPPORTUNITIES

Leverage off existing relationships (public and private sector)

Existing property portfolios

Joint ventures (public/private)





# Social Well-Being

*E raka te mauī, e raka te matau.*

A community can use all the skills of its people.

## Positioning the Trust

The Trust is focussed on mobilising and promoting opportunities for social cohesion through facilitating linkages with agencies to enable community engagement and participation.

## Objectives and Actions

The Trust objectives with respect to Taranaki Whānui social well-being and actions to achieve those objectives are:

Actions	Details	Stakeholders
<b>Objective 1:</b>		
Parents and whānau who are able to positively guide their children's behaviour.		
<b>Action 1.1:</b> Work with key stakeholders to provide positive parenting skills.	Providing information and conducting parenting workshops specifically for Taranaki Whānui whānau on positive parenting and role modelling.	Family and Community Services, Social Service Agencies, Parents as First Teachers, Kōhanga Reo, Local Marae.
<b>Objective 2:</b>		
A literate community.		
<b>Action 2.1:</b> Develop a whānau centred initiative in collaboration with partners that improves literacy and numeracy within families.	Addressing inter-generational literacy and numeracy challenges within families by working collaboratively with stakeholders.	Ministry of Education, Literacy Aotearoa, Family and Community Services, Work and Income, Parenting NZ, Te Puni Kōkiri.

Poor health and social indicators for Māori

Fragmentation of services

Accessibility to services

Lack of positive role-modelling in families

## CHALLENGES

Social isolation

Lack of personal responsibility for well-being

Lack of positive role-models

Poor parenting skills

Partnerships with existing service providers

Utilising the expertise and skills of Taranaki Whānui professionals within the field

Social cohesion

## OPPORTUNITIES

Influence future generations

Improved health indicators for Māori and Whānau

Developing joint projects with service providers to ensure quality provision





# Healthy Whānau

*He aha te mea nui tea o? He tangata! He tangata! He tangata!*

What is the most important thing in the world? It is people! It is people! It is people!

## Positioning the Trust

Partnering with existing and new health providers to proactively promote services and support available for whānau through joint initiatives and schemes with iwi input provides the impetus for empowering individuals to take action and ownership for their health. These partnerships will assist us to develop this picture and create a pathway for partnership and co-operation, developing proactive solutions that focus on prevention rather than cure.

## Objectives and Actions

Actions proposed by the Trust for healthy whānau include:

Actions	Details	Stakeholders
<b>Objective 1:</b>		
<b>Healthy whānau</b>		
Action 1.1: Access to health information, services and support.	Improving Māori health information and access through the provision of interactive workshops and information sessions.	Ministry of Health, Public Health Organisations, District Health Boards, Work and Income.
Action 1.2: Successful Māori health models promoted that encourage the mobilisation of whānau to create health solutions.	Promotion of successful health models of service delivery and initiatives that empower Taranaki Whānui members and whānau.	Public Health Organisations, District Health Boards.
<b>Objective 2:</b>		
<b>Identifying Māori health inequalities.</b>		
Action 2.1: Conduct a health environmental scan.	Conduct an environmental scan of the existing health needs of Taranaki Whānui members and services/programmes.	Community Māori Health Providers, District Health Boards.
<b>Objective 3:</b>		
<b>Ensuring Taranaki Whānui representation decision-making within the health and disability sector.</b>		
Action 3.1: Development of health workforce plan.	Attract and grow Taranaki Whānui members into the health and disability sector through the development of a workforce plan.	Ministry of Health, Public Health Organisations, District Health Boards, Department of Labour, Ministry of Social Development.
Action 3.2: Active participation and membership on health and community boards and other health providers and health advocates.	Māori participation in health and disability services via representation on health boards.	Taranaki Whānui Members, Trustees.



Traditionally poor health indicators for Māori

**Multiple service providers**

Understanding what health services exist in the rohe

## CHALLENGES

Associated costs with medical care

Lack of information to make informed health choices

Lack of ownership or urgency to seek medical attention

Existing expertise and skills of members/Trustees

Adoption of preventative health model

Increase participation in the health and disability workforce

## OPPORTUNITIES

Improve health inequalities through joint ventures

Strengthen relationships with Public Health Organisations

Participation in sports & recreation

Released under the Local Government Official Information and Meetings Act





# Educating for Success

*Whāia te iti kahurangi.*

*Ki te tūohu koe, me he maunga teitei.*

Pursue excellence – should you stumble, let it be to a lofty mountain.

## Positioning the Trust

The Trust is well positioned to take advantage of relationships with tertiary institutions given our location and existing networks to assist our members’ to achieve their aspirations. Achieving our aspirations within the education arena must encompass a nurturing and supporting mentality that starts at early childhood and is a continuum of learning that spans a lifetime. The Trust sees itself playing a leadership, facilitating and influencing role through the development and co-ordination of activities alongside existing service providers and schools to avoid duplication of effort and resources.

## Objectives and Actions

Actions proposed by the Trust for educating for success includes a focus on nurturing our children and engagement within the secondary and tertiary education realm.

### 1. Nurturing our Children

Actions	Details	Stakeholders
<b>Objective 1:</b> Growing and nurturing the potential of our children through the promotion of cultural identity and values.		
<b>Action 1.1:</b> Working collaboratively with early childhood providers in the promotion of cultural identity and values.	Working alongside key stakeholders to investigate the effectiveness of existing teaching methods in the promotion of cultural identity and learning at early childhood level.	National Kōhanga Reo Trust, Local Marae, ECE Providers, Ministry of Education.

### 2. Supporting Rangatahi

Actions	Details	Stakeholders
<b>Objective 2:</b> Supporting Rangatahi to reach their full potential.		
<b>Action 2.1:</b> Developing an events calendar specifically for Rangatahi.	Ensuring specific rangatahi forums and events are held with the development of an events calendar and specific workshops engaging rangatahi.	PNBST Rangatahi Co-ordinator, Local Councils, Youth Transition Services, Youth Service Providers.
<b>Action 2.2:</b> Developing a Rangatahi strategy.	Develop a rangatahi strategy in conjunction with rangatahi that adopts a strengths based approach.	PNBST Rangatahi Co-ordinator, Taranaki Whānui rangatahi, Youth Service Providers, Ministry of Youth Development, Local Councils.





### 3. Educated Achievers

Actions	Details	Stakeholders
<b>Objective 3:</b> Improved knowledge, skills and educational attainment of Taranaki Whānui members, building a resilient workforce for the future.		
<b>Action 3.1:</b> Development of a Māori Tertiary Education Strategy for Taranaki Whānui members.	Identify and analyse the needs, aspirations and priorities of Taranaki Whānui members.	Tertiary Institutions, Government Agencies.
<b>Action 3.2:</b> Establishment of Tertiary Education Governance and Steering Group.	Establish a Tertiary Education Governance and Project Steering Group.	PNBST, Industry Training Organisations, Employers, Employers Chamber of Commerce, Tertiary Institutions, Work and Income.
<b>Action 3.3:</b> Implementation of Tertiary Education recommendations.	Implementation of education recommendations with stakeholders.	PNBST, Central/local government agencies, Tertiary Institutions, Private Training Providers.
<b>Action 3.4:</b> Development of cultural tourism and hospitality package.	Working with key stakeholders to develop a unique cultural tourism and hospitality package that promotes the values of Taranaki Whānui culture and customs.	Māori Tourism Council, Industry Training Organisation, TPK, Work and Income, Local Council
<b>Objective 4:</b> Encouraging and promoting Māori leadership and mentoring.		
<b>Action 4.1:</b> Advocate and encourage participation on governance boards.	Positioning Taranaki Whānui in leadership positions at a governance level to inform education policy and decision-making.	Central Government, Industry, Tertiary Institutions.
<b>Action 4.2:</b> Profiling of Taranaki Whānui leaders and role models - celebrating success.	Development of profiles of existing motivational and inspirational role models and leaders within Taranaki Whānui.	PNBST Rangatahi Co-ordinator, PNBST Members.





Actions	Details	Stakeholders
<p>Action 4.3: Co-ordination of pastoral care and support.</p>	<p>Co-ordination of a pastoral care and support framework with mentors identified to encourage the achievement of academic excellence and retention in training courses.</p>	<p>PNBST Rangatahi Co-ordinator, Central Government agencies, Tertiary Institutions, Local Marae.</p>
<p><b>Objective 5:</b> To encourage and promote academic and learning excellence by facilitating access to scholarships.</p>		
<p>Action 5.1: Access to educational scholarships.</p>	<p>Facilitating links to existing scholarships for Taranaki Whānui members.</p>	<p>Māori Education Trust, Tertiary Institutions, District Health Boards.</p>

Low or no educational qualifications post-secondary school

High unemployment rate amongst Māori

**Literacy and numeracy issues**

Cap on places at tertiary institutions

## CHALLENGES

High non-completion rate of Māori in Tertiary Institutions

Lack of pastoral care and support within some tertiary institutions

Lack of work ethic and motivation

Lack of visible Taranaki Whānui role models

Central hub of educational excellence in the Capital City

Economic and business activity and opportunities

Identifying future leaders and role models

## OPPORTUNITIES

Youthful population and membership base

Government emphasis on youth training schemes



# Affordable and Healthy Homes

*Nāku te rourou nāu te rourou ka ora ai te iwi.*

With your basket and my basket the people will live.

## Positioning the Trust

The Trust is foremost concerned that Taranaki Whānui are housed in warm, safe and affordable housing. Recognising that whānau have different needs the Trust has adopted a multi-pronged approach that will involve advocacy, promotion of services and co-ordination of workshops alongside key agencies and partners.

## Objectives and Actions

Actions proposed by the Trust for affordable and healthy homes include:

Actions	Details	Stakeholders
<b>Objective 1:</b>		
Understanding Taranaki Whānui housing needs in the Port Nicholson Block area.		
Action 1.1: Housing Survey conducted.	Development of a housing survey of Taranaki Whānui members to ascertain key priorities and areas for investment by the Trust.	PNBST, Taranaki Whānui Members.
<b>Objective 2:</b>		
Access to affordable and good quality housing.		
Action 2.1: Co-ordination of housing support for potential home owners.	Access to housing support available from service providers to encourage the uptake of home ownership.	Banks, Housing New Zealand Corporation, Work and Income.
Action 2.2: Encouraging energy conservation and efficiency to create healthy homes.	Co-ordination of services and funding to Taranaki Whānui members to access to build and develop healthy homes through energy conservation.	Energy Efficiency and Conservation Authority, Energy Wise, Installation Service Providers, District Health Boards.
<b>Objective 3:</b>		
Providing leadership and input into housing policy and service delivery.		
Action 3.1: Participation in Governance Committees and Steering Groups.	Providing robust advice and guidance into joint housing policy developments through participation in strategic advisory and governance boards.	Housing New Zealand Corporation.





Insufficient  
disposable income

Lack of information  
on what is available

Overcrowded housing

## CHALLENGES

Lack of access to finance

Older housing stock

Inter-generational state  
housing dependency

Utilisation of existing Trust assets for housing  
developments (social and/or private partnerships)

Partnerships with Housing  
New Zealand Corporation and  
home installation Services

## OPPORTUNITIES

Warm, safe and secure housing

Access to  
affordable housing

Released under the Local Government Official Information and Meetings Act



# Safe Communities

*He waka takere nui.*

A canoe in which we are all united as one.

## Positioning the Trust

Safe and strong communities contribute to the overall sense of social cohesion. The Trust will play a co-ordination and partnering role alongside existing service providers and agencies in the local community. By providing advocacy and facilitating support for our members we will ensure there is the ability to provide joint community solutions at a local level.

## Objectives and Actions

Actions proposed by the Trust for safe communities include:

Actions	Details	Stakeholders
<b>Objective 1:</b>		
<b>Safe Communities.</b>		
Action 1.1: Development of crime prevention strategies.	Partnering with existing agencies to promote safer communities programmes	Local marae, NZ Police, Safer City Community Groups, Local Council, Social Service Agencies, Senior Citizens Office.
Action 1.2: Piloting a driver's license programme.	Piloting a local initiative with Work and Income to assist dis-qualified drivers who drive illegally to obtain a legal license, incorporating core principles of budgeting, time management, literacy/numeracy, work ethic and cultural identity.	NZ Police, Work and Income, Department of Courts/Probation, Private Training Establishments, Literacy Aotearoa.
<b>Objective 2:</b>		
<b>Building the capacity and capability of Taranaki Whānui through recruitment within the NZ Police and Defence/Armed Forces.</b>		
Action 2.1: Development of a recruitment and workforce plan.	Recruitment of Taranaki Whānui members for employment opportunities within the Defence and NZ Police force through targeted information seminars and recruitment drives.	NZ Police, Defence Force, Armed Services.

Increase in seriousness of crimes and offending

Pressure on community policing

Poor parenting skills

## CHALLENGES

Kaumātua with no whānau support or socially isolated

High criminalisation and recidivist rates

Anti-social behaviour

Participate in governance and advisory boards at strategic level

Development of Memorandum of Understandings with key agencies

## OPPORTUNITIES

Proactive crime prevention strategies implemented

Recruitment of Māori within the police and armed/defence forces

Strengthening families engagement in local communities





## Cultural Well-Being

*Ko tāku reo tāku ahō, ko tāku reo tāku māpihi mauria.*

My language is my awakening; my language is the window to my soul.

### Positioning the Trust

Whānau are the building blocks of cultural well-being. It is through the passing down of knowledge, skills and respect for our tikanga, reo and culture that we are able to affirm ourselves as Taranaki Whānui. However, we also need leadership and co-ordination to ensure that Taranaki Whānui culture, reo and tikanga is passed down from generation to generation. The Trust's role in providing this leadership revolves around developing strategies and forging relationships with key providers to develop action plans at a marae level which at their heart are about nurturing and promoting Taranaki Whānui culture, reo and tikanga and protecting and promoting our taonga, performing arts and sports.

### Objectives and Actions

Actions proposed by the Trust for cultural well-being include:

Actions	Details	Stakeholders
<b>Objective 1:</b>		
<b>Strong Taranaki Whānui community.</b>		
Action 1.1: Te Reo needs assessment.	Identify Taranaki Whānui members' proficiency in te reo Māori me nga tikanga Māori.	Marae, Te Puni Kōkiri, Te Taura Whiri.
Action 1.2: Investigate a Community Marae Strategy.	Investigate the need for a community Marae strategy to nurture Taranaki Whānui communities through cultural development, reo education, sports endeavour and community engagement.	Taranaki Whānui marae, Sport and Recreation Council, Te Puni Kōkiri, Te Taura Whiri, local sport clubs.
<b>Objective 2:</b>		
<b>Te Reo me nga Tikanga o Taranaki Whānui readily spoken and practiced.</b>		
Action 2.1: Promote te reo o Taranaki me nga tikanga.	To promote and support existing te reo o Taranaki programmes and initiatives.	In association with other Taranaki Whānui marae, Te Taura Whiri.
Action 2.2: Ensure that Taranaki Whānui tikanga is appropriately conducted at formal events.	To operate a professional Taranaki Whānui tikanga service, available to a broad range of clients/ stakeholders.	Port Nicholson Block Settlement Trust.





<p><b>Objective 3:</b></p>	<p>Protecting and promoting the cultural identity of Taranaki Whānui, and tell our stories.</p>	
<p><b>Action 3.1:</b> Develop strategic partnerships to protect and promote our taonga.</p>	<p>Develop memoranda of understanding with Te Papa, Tongarewa &amp; the Department of Internal Affairs, Archives NZ and National Library, and local museums related to the protection and promotion of Taranaki Whānui culture, reo, and tikanga.</p>	<p>Te Papa, Tongarewa, Department of Internal Affairs (Archives NZ and National Library), Local museums and archives.</p>
<p><b>Action 3.2:</b> Telling our story.</p>	<p>Promoting the telling of Taranaki stories, through a range of media, including kapa haka, public sculptures, artworks, publications.</p>	<p>Local Councils, Primmer Trust, Wellington Waterfront Ltd, major Wellington corporates.</p>

Nurturing and developing healthy and functional Taranaki Whānui communities

**Protecting and preserving our taonga**

## CHALLENGES

Documenting our history and telling our stories

**Survival of Taranaki Whānui culture, reo and identity**

Making Taranaki Whānui culture visible and our reo heard

Support the development of Taranaki Whānui communities

Story telling, ...telling our stories and recording our history, ...our experiences

**Promoting our Marae as functional centres of learning, participation and assistance**

## OPPORTUNITIES

Protecting and promoting our taonga and sites of significance

**Celebrating our identity and success**

Bring Taranaki Whānui together through sports, arts and cultural activities





# Economic Well-Being

*Ki te kahore he whakakitenga ka ngaro te iwi.*

Without foresight or vision the people will be lost.

## Positioning the Trust

The Trust through existing assets and commercial opportunities is positioned to generate economic wealth and create business, employment and training opportunities for Taranaki Whānui members in the short and medium to long-term. Our position is to facilitate access and support to existing service provision and potential support through business networks and economic development agencies across the rohe that encourages prosperity through economic development.

## Objectives and Actions

Actions proposed by the Trust for economic well-being include:

Actions	Details	Stakeholders
<b>Objective 1:</b>		
Partnering with key agencies to maximise cultural tourism opportunities in the Capital City.		
Action 1.1: Identifying existing and future tourism opportunities.	Mapping existing and future business ventures that offers cultural tourism as an integral part of showcasing the region and its history.	Local Councils, Employers Chamber of Commerce, Māori Tourism Council, Private Sector, Wellington Tenth Trust, Museums/Galleries.
Action 1.2: Development of an integrated labour market plan.	Mapping existing and future developments within the Trust and via strategic alliances that matches labour force requirements .	Mapping existing and future developments within the Trust and via strategic alliances that matches labour force requirements.
<b>Objective 2:</b>		
Supporting Māori Business Networks and Small to Medium Enterprises (SMEs) to grow.		
Action 2.1: Promotion of Māori innovation and capability within the research and development (R&D), science and technology sectors.	Partnering with existing institutions to promote and generate opportunities in the science, research and technology field.	Local Economic Development Agencies, Business, Tertiary Institutions, Crown Research Institutes.
<b>Objective 3:</b>		
Supporting Māori Business Networks and Small to Medium Enterprises (SMEs) to grow.		
Action 3.1: Supporting entrepreneurship and business start-ups.	Encouraging business entrepreneurship and business start-ups in local communities and through school system.	Entrepreneurship New Zealand Trust, Work and Income, Local Economic Development Agencies, Secondary Schools, Te Puni Kōkiri.





Actions	Details	Stakeholders
<b>Objective 4:</b> Providing employment opportunities for Taranaki Whānui members through partnerships with the public and private sector.		
<b>Action 4.1:</b> Development of internships and/or cadetships within the public and private sector.	Partnering with public and private sector partners to encourage internships (paid or work experience) that encompass career growth and development.	Work and Income, Central/Local Government, Private Sector.
<b>Objective 5:</b> Celebrating Māori business success and entrepreneurship.		
<b>Action 5.1:</b> Showcasing successful local Māori businesses within the rohe through good news stories and profiles.	Promotion of success stories through Trust newsletter and website, including other external publications via business networks.	PNBST, Te Puni Kōkiri (Māori Business Facilitation Service), Employers Chamber of Commerce, Local newspaper, Radio

Lack of business start-up funding available

Economic and financial constraints post-recession

## CHALLENGES

Insufficient disposable income

Keeping abreast of technological advancements in a digital world

Maximising Rugby World Cup 2011 opportunities

Improve quality of skills, education and qualifications

Existing asset base to leverage from with stakeholders

## OPPORTUNITIES

Strengthen linkages with tertiary institutions

Invest in growth sectors to generate wealth

Showcase Taranaki Whānui culture on a global and international scale

Planting seeds of entrepreneurship at early age





# Environmental Well-Being

*Whatungarongaro te tangata toitū whenua.*

As man disappears from sight, the land remains.

## Positioning the Trust

The Trust intends playing an active role by ensuring the sustainable management of natural and physical resources and the reinstatement of areas of cultural significance to Taranaki Whānui. The Trust's role is to advocate for Taranaki Whānui as a whole through planning, advocacy, and representation. Its role is to advance our environmental position from a marae level. The Trust looks to build on the positive relations that it has with marae, local authorities, government agencies and local environmental groups in an effort to influence decision-making related to key infrastructure and public transport.

## Objectives and Actions

Actions proposed by the Trust for environmental well-being include:

Actions	Details	Stakeholders
<b>Objective 1:</b>		
Sustainable management of our natural and physical resources.		
<p>Action 1.1: Develop a Taranaki Whānui environmental and spatial plan.</p>	<p>Develop an overarching environment and spatial plan which details Taranaki Whānui's, objectives, policies and desired methods for managing our environment, and its vision in terms of long term public infrastructure.</p>	<p>Taranaki Whānui, Ministry for the Environment, Department of Conservation and Councils.</p>
<p>Action 1.2: To actively engage with councils on resource management planning.</p>	<p>To actively promote Taranaki Whānui environmental and cultural values to Councils and the Department of Conservation planning and applications for resource consent.</p>	<p>Taranaki Whānui, Department of Conservation and Councils.</p>
<b>Objective 2:</b>		
Cultural sites of significance are protected and promoted.		
<p>Action 2.1: Develop and implement management plans of areas of cultural and conservation significance.</p>	<p>Development of management plans for those areas of land that are owned by the Trust and contain sites of cultural and conservation significance.</p>	<p>Taranaki Whānui marae, Department of Conservation and Councils.</p>
<p>Action 2.2: Restore and develop landmarks that celebrate Taranaki Whānui.</p>	<p>To develop a plan which sets out how the Trust, in collaboration with other agencies, will work to restore and develop landmarks that celebrate Taranaki Whānui presence in the Wellington region.</p>	<p>Local Councils, Primmer Trust, Wellington Waterfront Ltd, major Wellington corporates.</p>





Actions	Details	Stakeholders
<b>Objective 3:</b>		
<b>An ECO-friendly rohe.</b>		
Action 3.1 To promote eco-city exemplars.	To identify and support actions which are eco-friendly, including transport options, renewable energy, climate change mitigation measures.	Taranaki Whānui, Councils, environmental and consumer groups.
Action 3.2 To promote eco-friendly conduct amongst Taranaki Whānui members.	To work with councils and environmental and community organisations to promote eco-friendly actions which can be implemented at a whānau-level.	Taranaki Whānui, Councils, environmental and consumer groups.

Dislocation of Taranaki Whānui from our kāinga

Destruction of cultural sites of significance to Taranaki Whānui

Reclamation of the Harbour and the tunnelling of streams

## CHALLENGES

Landscapes of significance to Taranaki Whānui

Deforestation and siltation

Access to the coastline and our traditional fishing grounds

Cultural change to embrace eco-friendly practice and living

Support the sustainable management of natural and physical resources

Protection of cultural sites of significance

## OPPORTUNITIES

Protecting our Harbour, islands and coastline

Influencing move to an eco-friendly City

Promoting affordable, efficient and safe public transport





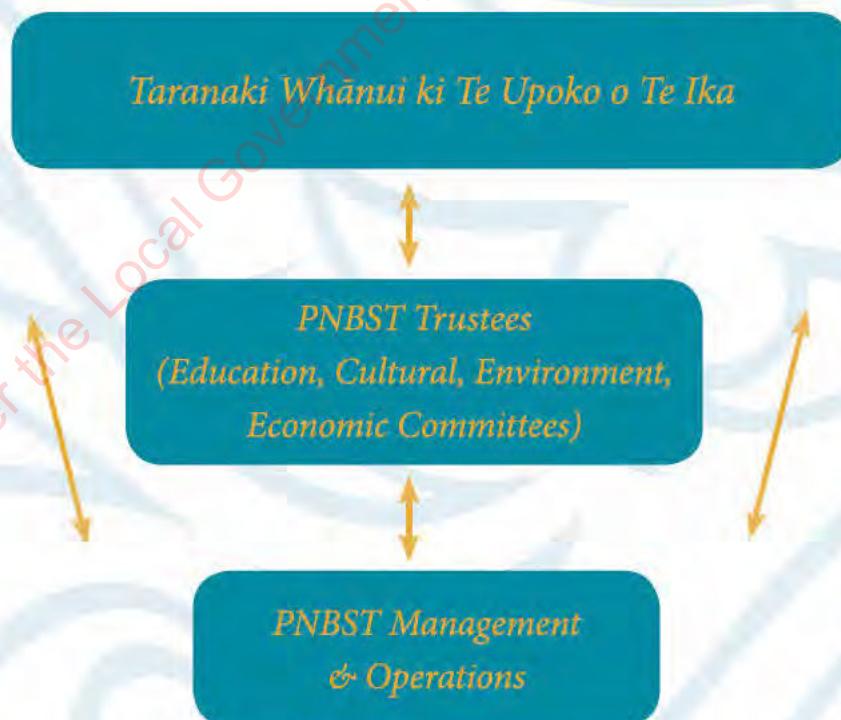
## Strategy Ownership, Monitoring and Review

The Trust has already established governance and management structures to ensure effective monitoring of actions and strategies contained in the plan. The establishment of three committees have been aligned with three of the key focus areas – economic, cultural and education committees. A fourth committee will be established to align with the environmental well-being (and is likely to be focused on natural resources). Committees will be accountable for providing collective feedback on key deliverables and outcomes achieved within the strategic plan.

To ensure that the plan is reflective of the current and future needs of members' and the environment it is evolving and is intended to be fluid in adapting to future economic or social conditions that may arise within the five year period. The plan will be reviewed on an annual basis alongside the Trusts annual plan with progress updates on key strategies and goals in terms of monitoring occurring on a quarterly basis.

Evaluation of the plan will involve a multi-faceted approach to gauge satisfaction from members, strategic partners and stakeholders and other key players involved with the design and implementation of the strategies in the plan to ensure we optimise opportunities to learn and develop as we move forward.

Diagram 3: Accountability Structure







## Appendix A: Stakeholder Relationships

Building strong relationships with key individuals and organisations to assist with the achievement of the strategic plan is critical. The Trust has identified key stakeholders at a local and national level that we endeavour to establish, maintain and strengthen our relationship with in achieving our vision.

Stakeholders	Nature of Relationship	Action Plan
Taranaki Whānui ki Te Upoko o Te Ika	Engagement, participation, information sharing.	Developing strategies that align with member's aspirations. Sharing of information and engagement.
Wellington Tenth's Trust	Engagement, collaboration.	Sharing of information, planning, collaboration on initiatives.
Palmerston North Reserves Trust	Engagement, collaboration.	Sharing of information, planning, collaboration on initiatives.
Parininihi ki Waitotara Incorporation	Engagement, collaboration.	Sharing of information, planning, collaboration on initiatives.
Wakatū Incorporation	Engagement, collaboration.	Sharing of information, planning, collaboration on initiatives.
Te Rūnanganui o Taranaki Whānui ki Te Upoko o Te Ika	Engagement, collaboration.	Sharing information, planning, collaboration on initiatives.
<b>Local Authorities</b>		
Wellington City Council	Partnership, collaboration.	District planning, infrastructure investment, community services, recreation and culture, consenting, civil defence. Memorandum of understanding.
Lower Hutt City Council	Partnership, collaboration.	District planning, infrastructure investment, community services, recreation and culture, consenting, civil defence. Memorandum of understanding.
Upper Hutt City Council	Partnership, collaboration.	District planning, infrastructure investment, community services, recreation and culture, consenting, civil defence. Memorandum of understanding.
Greater Wellington Regional Council	Partnership, collaboration.	Environment management, protection of Harbour and marine environment, infrastructure, regional economic development consenting. Possible memorandum of understanding.





Stakeholders	Nature of Relationship	Action Plan
<b>Significant Offices</b>		
Office of the Governor General	Information sharing, engagement, cultural support.	Support role of Governor-General, as the Queen's representative, in Wellington and beyond.
Department of the Prime Minister and Cabinet	Information sharing, cultural support.	Sharing of information, planning, collaboration on initiatives. Overarching Accord to be signed with Prime Minister.
Diplomatic Community	Information sharing, cultural support, secondments.	Cultural support to diplomatic community.
<b>Government Agencies</b>		
Department of Conservation	Partnership, sharing, collaboration, support, information sharing.	Conservation management, wetlands protection, species management, education and awareness. Support for iwi environmental management plan. Cultural support. Protocol in place through Treaty Settlement.
Ministry for the Environment	Partnership, sharing, collaboration, support, information sharing.	Information sharing, education and awareness. Support for iwi environmental management plan. Cultural support. Portfolio accord to be formed through whole of government arrangement.
Ministry of Fisheries	Partnership, sharing, collaboration, support, information sharing.	Information sharing, education and awareness. Support for iwi environmental management plan. Cultural support. Protocol in place through Treaty Settlement.
New Zealand Police	Partnership, sharing, collaboration, support, information sharing.	Information sharing, collaboration on youth and safer community initiatives, collaboration on Police recruitment. Cultural support. Memorandum of understanding signed on 29th September 2010.



Stakeholders	Nature of Relationship	Action Plan
New Zealand Defence Force	Partnership, sharing, collaboration, support, information sharing.	Close engagement on Defence Force properties disposals. Cultural support for Defence Force. Portfolio accord to be formed through whole of government arrangement.
Ministry of Health	Partnership, sharing, collaboration, support, information sharing.	Support to Trust in meeting health objectives, particularly around surveying and information. Trust involvement on health decision making fora/bodies. Portfolio accord to be formed through whole of government arrangement.
Ministry of Education Education	Partnership, sharing, collaboration, support, information sharing.	Support to Trust in meeting objectives, particularly around surveying and information. Trust involvement on health decision making fora/bodies. Portfolio accord to be formed through whole of government arrangement.
Tertiary Education Commission	Partnership, sharing, collaboration, support, information sharing.	Support to Trust in meeting tertiary education objectives, particularly around surveying and information. Trust involvement on health decision making fora/bodies. Portfolio accord to be formed through whole of government arrangement.
Ministry of Social Development	Partnership, sharing, collaboration, support, information sharing.	Support to Trust in meeting social objectives, particularly around surveying and information. Trust involvement on social well-being decision making fora/bodies. Portfolio accord to be formed through whole of government arrangement.

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### Stakeholders

### Nature of Relationship

### Action Plan

Ministry of Economic Development

Partnership, sharing, collaboration, support, information sharing.

Support to Trust in meeting economic objectives, particularly around surveying and information. Trust involvement on social economic decision making fora/bodies. Portfolio accord to be formed through whole of government arrangement.

Ministry for Culture and Heritage

Partnership, sharing, collaboration, support, information sharing.

Collaboration in identifying, protecting, and promoting taonga o Taranaki. Protocol in place through Treaty Settlement.

Department of Internal Affairs

Partnership, sharing, collaboration, support, information sharing.

Collaboration in identifying, protecting, and promoting taonga o Taranaki. Letter of Commitment to be formed through whole of government arrangement.

National Library of New Zealand  
Te Puna Mātauranga o Aotearoa  
(incl Alexander Turnbull Library)

Partnership, sharing, collaboration, support, information sharing.

Collaboration in identifying, protecting, and promoting taonga o Taranaki. Letter of Commitment to be formed through whole of government arrangement.

Archives New Zealand

Partnership, sharing, collaboration, support, information sharing.

Collaboration in identifying, protecting, and promoting taonga o Taranaki. Letter of Commitment to be formed through whole of government arrangement.

Department of Corrections

Partnership, sharing, collaboration, support, information sharing.

Information sharing on Corrections projects and advance notice of Departments property intentions.

Te Puni Kōkiri

Partnership, sharing, collaboration, support, information sharing.

Collaboration on regional initiatives. Trust involvement on decision making fora/bodies. Overarching Accord to be signed with Minister of Māori Affairs.





Stakeholders	Nature of Relationship	Action Plan
<b>Health Sector</b>		
Capital and Coast District Health Board	Partnership, sharing, collaboration, support, information sharing.	Support to Trust in understanding health and well-being of members, and in developing appropriate intervention strategies. Involvement of Trust at governance level. Cultural support by Trust. Memorandum of understanding to be developed.
Hutt Valley District Health Board	Partnership, sharing, collaboration, support, information sharing.	Support to Trust in understanding health and well-being of members, and in developing appropriate intervention strategies. Involvement of Trust at governance level. Cultural support by Trust. Memorandum of understanding to be developed.
<b>Education Institutions</b>		
Massey University	Partnership, sharing, collaboration, support, information sharing.	Support to the Trust with the investment in our Māori Tertiary Education Strategy.
Victoria University	Partnership, sharing, collaboration, support, information sharing.	Support to the Trust with the investment in our Māori Tertiary Education Strategy.
WelTec	Partnership, sharing, collaboration, support, information sharing.	Support to the Trust with the investment in our Māori Tertiary Education Strategy.
Te Wānanga O Aotearoa	Partnership, sharing, collaboration, support, information sharing.	Collaboration and partnership in the provision of cultural training and development needs of members.
The Open Polytechnic	Partnership, sharing, collaboration, support, information sharing.	Support to the Trust with the investment in our Māori Tertiary Education Strategy.
Entrepreneurship New Zealand Trust	Partnership, sharing, collaboration, support, information sharing.	Support to the Trust with the investment in our Māori Tertiary Education Strategy.
Whitireia Polytechnic	Partnership, sharing, collaboration, support, information sharing.	Support to the Trust with the investment in our Māori Tertiary Education Strategy.





Stakeholders	Nature of Relationship	Action Plan
<b>State Owned Enterprises, Crown Entities, and Crown Companies</b>		
Housing New Zealand Corporation	Partnership, sharing, collaboration, support, information sharing.	Opportunities to collaborate on development projects.
National Institute of Water and Atmosphere	Partnership, sharing, collaboration, support, information sharing.	Opportunities for research and learning, especially on wetlands and harbour islands.
KiwiRail	Partnership, sharing, collaboration, support, information sharing.	Opportunities for collaboration on property development and transport strategies.
NZ Post	Partnership, sharing, collaboration, support, information sharing.	Opportunities for collaboration.
Te Papa Tongarewa	Partnership, sharing, collaboration, support, information sharing.	Collaboration in identifying, protecting, and promoting taonga o Taranaki. Letter of Commitment to be formed through whole of government arrangement.
<b>Corporate</b>		
Port of Wellington	Partnership, sharing, collaboration, support, information sharing.	Opportunities to collaborate on development projects.
Wellington International Airport	Partnership, sharing, collaboration, support, information sharing.	Opportunities to collaborate on development projects.

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SETTLEMENT TRUST

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**Taranaki Whanui ki Te Upoko o Te Ika**



**PORT NICHOLSON BLOCK  
SETTLEMENT TRUST**

**Trust Deed**

Released under the Local Government Official Information and Meetings Act



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Deed dated 11 AUGUST 2008

## Trustees

**Kevin Hikaia Amohia** of Palmerston North, Retired  
**Neville McClutchie Baker** of Petone, Consultant  
**Spencer Waemura Carr** of Hawera, Company Director  
**June Te Raumange Jackson** of Wellington, Retired  
**Dr Catherine Maarie Amohia Love** of Petone, Professor  
**Ralph Heberley Ngatata Love** of Wellington, University Professor  
**Hinekehu Ngaki Dawn McConnell** of Picton, Retired  
**Rebecca Elizabeth Mellish** of Featherston, Consultant  
**Dr Ihakara Porutu Puketapu** of Wellington, Chief Executive Officer  
**Sir Paul Alfred Reeves** of Auckland, former Governor General of New Zealand  
**Mark Te One** of Paekakariki, Public Servant  
(the "Trustees")

## Deed

### 1 Definitions and Interpretations

1.1 **Defined Terms:** In this Trust Deed, unless the context otherwise requires:

**"Adult Members of Taranaki Whānui ki Te Upoko o Te Ika"** means those Members of Taranaki Whānui ki Te Upoko o Te Ika identified on the Taranaki Whānui ki Te Upoko o Te Ika Register as being 18 years of age or over;

**"Annual Plan"** means the annual plan of the Trust prepared in accordance with clause 9.1;

**"Annual Report"** means the annual report of the Taranaki Whānui ki Te Upoko o Te Ika Group prepared by the Trust in accordance with clause 10;

**"Balance Date"** means 31 March or any other date that the Trustees by resolution adopt as the date up to which the Trust's financial statements are to be made in each year;

**"Business Day"** means any day in which registered banks are open for business in Wellington;

**"Chairperson"** means the chairperson from time to time of the Trust elected by the Trustees in accordance with rule 4 of the Third Schedule;

**"Chief Returning Officer"** means as the context requires:

- a the person appointed from time to time as Chief Returning Officer for the purposes of Trustee elections in accordance with rule 9 of the Second Schedule; or



b the person appointed as Chief Returning Officer for the purposes of a Special Resolution in accordance with rule 7.1 of the Fourth Schedule;

**"Commercial Activities"** means an activity carried out in pursuit of the Trust Purposes which has as its principal objective the maximising or optimising financial or economic returns to the Taranaki Whānui ki Te Upoko o Te Ika Group;

**"Consolidated Financial Statements"** means the consolidated financial statements of the Taranaki Whānui ki Te Upoko o Te Ika Group prepared by the Trustees in accordance with clause 10.1;

**"Deed of Settlement"** means the deed between representatives of Taranaki Whānui ki Te Upoko o Te Ika and the Crown recording the settlement of the Port Nicholson Block Claims;

**"Deputy Chairperson"** means the deputy chairperson from time to time of Trustees if one is elected in accordance with rule 4 of the Third Schedule;

**"Development Activities"** means any activity carried out in pursuit of the Trust Purposes which has as its principal objective the cultural and social development of Taranaki Whānui ki Te Upoko o Te Ika;

**"Disputes Committee"** means a committee appointed from time to time in accordance with clause 30;

**"Entities"** means any entity that forms part of the Port Nicholson Block Taranaki Whānui ki Te Upoko o Te Ika Group

**"Five Year Plan"** means the five year plan of the Trust prepared in accordance with clause 9.2;

**"General Manager"** means the General Manager of the Trust appointed in accordance with clause 5.1;

**"Income Year"** means any year or accounting period ending on the Balance Date;

**"Kaumatua Komiti"** means those persons who, in accordance with the tikanga o Taranaki Whānui ki Te Upoko o Te Ika, are the kaitiaki of the mana and tikanga of Taranaki Whānui ki Te Upoko o Te Ika and who are selected by the Trustees pursuant to clause 4.1;

**"Major Transaction"** in relation to any entity of the Taranaki Whānui ki Te Upoko o Te Ika Group means:

- a The acquisition of, or an agreement to acquire, whether contingent or not, property by that entity the value of which is more than half the value of the Trust Fund before the acquisition; or
- b The disposition of, or an agreement to dispose of, whether contingent or not, property by that entity the value of which is more than half the value of the Trust Fund before disposition; or
- c A transaction that has or is likely to have the effect of that entity acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Trust Fund before the transaction,

but does not include:

- d Any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Fund (whether the assets are held by the Trust or any other entity in the Taranaki Whānui ki Te Upoko o Te Ika Group); or
- e Any acquisition or disposition of property by that entity from or to any other wholly owned entity in the Taranaki Whānui ki Te Upoko o Te Ika Group; and

Nothing in paragraph (c) of this definition applies by reason only of that entity giving, or entering into an agreement to give, a charge secured over assets of the entity the value of which is more than one half of the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation.

For the purposes of paragraphs (a) to (c) of this definition the value of the Trust Fund shall be calculated based on the value of the assets of the Taranaki Whānui ki Te Upoko o Te Ika Group;

**"Member of Taranaki Whānui ki Te Upoko o Te Ika"** means a person who is referred to in the definition of Taranaki Whānui ki Te Upoko o Te Ika;

**"Related Person"** means a person specified in subsection CW 42(5) of the Income Tax Act 2007, that is a person who is able to benefit or advantage themselves by directly or indirectly determining or materially influencing the determination of the nature or extent of such a benefit or advantage, or the circumstances in which such a benefit or advantage is given or received because that person is:

- a in any way, whether directly or indirectly, able to determine, or materially influence the determination of:
  - i the nature or extent of a relevant benefit or advantage; or
  - ii the circumstances in which a relevant benefit or advantage is, or is to be, given or received; and
- b their ability to determine or influence the benefit or advantage arises because they are:
  - i a settlor or trustee of the trust by which the business is carried on; or
  - ii a shareholder or director of the company by which the business is carried on; and
  - iii a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
  - iv a person associated with a Settlor, trustee, shareholder, or director referred to in any of subparagraphs (i) to (iii) of this subparagraph.

**"Settlement Act"** means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement;

**"Settlement Date"** means the date specified as the Settlement Date in the Deed of Settlement;



**"Special Resolution"** means a resolution that has been passed with the approval of not less than 75% of the Adult Members of Taranaki Whānui ki Te Upoko o Te Ika who validly cast a vote in accordance with the process set out in the Fourth Schedule;

**"Statement of Intent"** means the statement of intent prepared by TWML in accordance with clause 11.1;

**"TWML"** means the company called Taranaki Whānui ki Te Upoko o Te Ika Management Limited (or such other name as the Trustees determine) that the Trustees are required to establish in accordance with clause 6 and which will form an entity in the Taranaki Whānui ki Te Upoko o Te Ika Group;

**"Taranaki Whānui ki Te Upoko o Te Ika"** means

- a the collective group composed of individuals:
- i who descend from one or more of the recognised ancestors of the following iwi:
    - A Te Atiawa;
    - B Ngati Tama;
    - C Taranaki;
    - D Ngati Ruanui;
    - E other iwi from the Taranaki area, for example, Ngati Mutunga; and
  - ii who also descend from one or more of:
    - A the original signatories of the 27 September 1839 Port Nicholson Block purchase deed;
    - B the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or
    - C other persons not named in clause (a)(i) who exercised customary rights based on the descent in clause (a)(i) in the Port Nicholson Block, Wellington District on or after 6 February 1840; and
  - iii every whanau, hapu or group, composed of individuals including the Wellington Tenths Trust and the Palmerston North Māori Reserves Trust to the extent that those whanau, hapu or groups of individuals are referred to in clause (a)(i); and
  - iv every individual referred to in clause (a)(i) of this definition.
- b A person is descended from another person if the first person is descended from the other by:
- i birth; and/or
  - ii legal adoption; and/or
  - iii Māori customary adoption in accordance with Taranaki Whānui ki Te Upoko o Te Ika tikanga.

- c Customary rights means rights according to tikanga Māori (Māori customary values and practices) including:
  - i rights to occupy land; and
  - ii rights in relation to the use of land or other natural or physical resources;

**"Taranaki Whānui ki Te Upoko o Te Ika Group"** means the Trust, TWML, their subsidiaries (if any) and any trusts or other entities (whether incorporated or not) under their control;

**"Taranaki Whānui ki Te Upoko o Te Ika Register"** means the register of Members of Taranaki Whānui ki Te Upoko o Te Ika that is to be maintained by the Trust in accordance with the First Schedule;

**"Trust"** means the trust created by this Trust Deed which is to be called the Port Nicholson Block Settlement Trust;

**"Trust Deed"** means this deed of trust and includes the recitals and the schedules to this deed;

**"Trust Fund"** means the trust fund of the Trust and shall include all assets received or otherwise owned or acquired from time to time by the Trust, including without limitation all assets received pursuant to the Deed of Settlement and Settlement Act, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trust;

**"Trust Purposes"** means the objects and purposes set out in clause 2.3;

**"Trustees"** means the trustees appointed from time to time in accordance with the Second Schedule of this Trust Deed and to act as the trustees for the time being of the Trust and "Trustee" shall mean any one of those persons;

**"Whakapapa Committee"** means the committee appointed in accordance with rule 4 of the First Schedule.

1.2 **Interpretation:** In this Trust Deed, unless the context otherwise requires:

- a words importing the singular include the plural and vice versa;
- b words importing one gender include the other gender;
- c references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- d references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- e references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Trust Deed;
- f the schedules to this Trust Deed shall form part of this Trust Deed and references to rules are to the rules in those schedules;
- g headings appear as a matter of convenience only and shall not affect the interpretation of this Trust Deed;



- h references to a company are references to a company incorporated pursuant to the Companies Act 1993;
- i references to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.

## 2 Establishment, Status and Objects of the Trust

- 2.1 **Trust Established:** The Trustees declare and acknowledge that they hold the Trust Fund upon the trusts and with the powers set out in this Trust Deed. The Trustees further acknowledge that the trust hereby created shall be known as the Port Nicholson Block Settlement Trust.
- 2.2 **Trustees as Representative:** The Trustees shall be the representatives for Taranaki Whānui ki Te Upoko o Te Ika in all matters relating to the Trust Fund.
- 2.3 **Objects and purposes of the Trust:** The purposes for which the Trust is established are to receive, manage and administer the Trust Fund on behalf of and for the benefit of the present and future Members of Taranaki Whānui ki Te Upoko o Te Ika in accordance with this Trust Deed including, without limitation:
  - a the promotion, restoration and revitalisation of the educational, economic, social, spiritual, and cultural well-being of the people of Taranaki Whānui ki Te Upoko o Te Ika;
  - b the maintenance and establishment of places of cultural or spiritual significance to Taranaki Whānui ki Te Upoko o Te Ika;
  - c the promotion amongst Taranaki Whānui ki Te Upoko o Te Ika of health, well-being and the relief of poverty, including without limitation support for the aged and those suffering from mental or physical sickness or disability;
  - d the carrying out of such activities including commercial activities, including the establishment or incorporation of any entities that the Trustees consider may fund or support the objects and purposes referred to in this clause 2.3; and
  - e any other purpose that is considered by the Trustees from time to time to be beneficial to the people of Taranaki Whānui ki Te Upoko o Te Ika.
- 2.4 **Powers of Trust:** The Trustees, on behalf of the Trust, shall be capable of holding real and personal property, of suing and being sued, and shall have all of the rights, powers and privileges of a natural person with the intention that they shall have the fullest powers necessary or appropriate to perform or otherwise carry out the Trust Purposes.
- 2.5 **Restriction on Major Transactions:** Notwithstanding clause 2.4, the Trust and any entity in the Taranaki Whānui ki Te Upoko o Te Ika Group must not enter into a Major Transaction unless that Major Transaction:
  - a is approved by way of Special Resolution in accordance with the Fourth Schedule; or
  - b is contingent upon approval by way of Special Resolution.

### 3 **Appointment, Powers and Meetings of Trustees**

- 3.1 **Number of Trustees:** There shall be no less than 8 and no more than 11 Trustees of the Trust.
- 3.2 **Appointment in accordance with Second Schedule:** The Trustees from time to time shall be appointed to office in accordance with the rules set out in the Second Schedule.
- 3.3 **Trustees to control Trust affairs:** Subject to any requirements imposed by this Trust Deed, the Deed of Settlement and the Settlement Act the Trustees shall control and supervise the business and affairs of the Trust in such a manner as they, in their sole discretion see fit.
- 3.4 **Proceedings of Trustees:** Except as otherwise provided in the Trust Deed the proceedings and other affairs of the Trustees shall be conducted in accordance with the rules set out in the Third Schedule.
- 3.5 **Trustees' Expenses:** Each Trustee shall be entitled to be reimbursed any expenses or outgoings reasonably and properly incurred in the business of the Trust, subject to the prior approval of the Trustees.
- 3.6 **Trustees' Initial Remuneration:** The Trustees will seek external professional advice in relation to fixing their own remuneration for the period from the commencement of the Trust to the initial annual general meeting. Thereafter, all remuneration of trustees shall be subject to approval at an annual general meeting in accordance with clause 14.2. The remuneration fixed for the period up to the initial annual general meeting shall be a fair and reasonable payment for the services rendered and based upon any external professional advice sought.

### 4 **Power to Convene a Meeting of the Kaumatua Komiti**

- 4.1 The Trustees may from time to time convene a Kaumatua Komiti to advise the Trustees on matters relating to the tikanga, reo, kawa, korero and whakapapa of Taranaki Whānui ki Te Upoko o Te Ika.
- 4.2 Nothing in this Trust Deed shall be deemed or construed so as to make the seeking or following of advice obtained from the Kaumatua Komiti binding upon the Trustees.
- 4.3 The Trustees shall determine from time to time the remuneration payable to any members of the Kaumatua Komiti.

### 5 **General Manager and other Employees**

- 5.1 **Trust to appoint General Manager:** The Trustees shall appoint a General Manager to manage the day to day administration of the Trust including without limitation the implementation of the Trust's planning, reporting and monitoring obligations under this Trust Deed.
- 5.2 **Trust Employees:** The General Manager and the Chairperson (for the time being) of the Trust (or his or her delegate) shall be responsible for the employment of all other employees of the Trust.
- 5.3 **General Manager's Delegation:** The General Manager shall exercise such other powers and discretions as are delegated to him or her by the Trustees from time to time.



5.4 **Trustees:** A Trustee may not hold the position of an employee of the Trust.

## 6 **Trust to establish TWML**

6.1 **Establishment of TWML:** The Trustees shall establish TWML as a limited liability company and may transfer to TWML such of those assets in the Trust Fund as may be intended to be used for Commercial Activities.

6.2 **Ownership of TWML:** TWML shall be 100% owned by the Trustees.

6.3 **TWML Objects and Purposes:** TWML, once established, shall use, provide and administer as the case may be:

- a those assets of the Trust Fund which are vested in TWML as being assets of a commercial nature, which TWML shall use and administer on a prudent, commercial and profitable basis and in doing so shall conduct or otherwise undertake all Commercial Activities of the Taranaki Whānui ki Te Upoko o Te Ika Group, either itself or through any subsidiary, trust or other entity established for that purpose, solely for the benefit of the Trust and in the furtherance of the Trust Purposes; and
- b such assets as may be held, transferred or allocated to it for the purposes of undertaking Development Activities that are delegated to it from time to time either itself or through any subsidiary, trust or other entity established for that purpose, solely for the benefit of Taranaki Whānui ki Te Upoko o Te Ika and in furtherance of the Trust Purposes; and
- c such other assets as may be held by it or transferred to it or its subsidiaries by or at the direction of the Trustees from time to time.
- d In respect of assets held by it or by any subsidiary, trust or other entity established by it or the Trustees such management, or administration services as considered desirable or necessary or as the Trustees direct.

6.4 **Commercial Activities/Monitoring:** In giving effect to the Trust Purposes the Trustees shall be responsible for monitoring and otherwise overseeing the activities of TWML. The Trustees shall not conduct or otherwise undertake in their own right Commercial Activities and shall only undertake those Development Activities that have not, from time to time, been delegated to TWML. The Trustees shall also exercise their ownership or other rights and interests in TWML in such a way as to promote the performance by TWML of its objectives as set out in this Trust Deed.

6.5 **Assets held for Taranaki Whānui ki Te Upoko o Te Ika:** All assets held and income derived by any entity in the Taranaki Whānui ki Te Upoko o Te Ika Group, including TWML, shall be held and derived for and on behalf of the Trust.

6.6 **Directors responsible for governance:** For the avoidance of doubt, and except as expressly provided by this Trust Deed, all companies (including TWML) and trusts or other entities within the Taranaki Whānui ki Te Upoko o Te Ika Group shall be governed by their respective boards and the role of the Trustees in respect of those companies, trusts and other entities shall be limited to the exercise of the rights conferred on the Trustees as shareholder, or (as applicable) appointor, and beneficiary of the relevant entity.

6.7 **Remuneration of directors:** The Trustees shall determine the remuneration payable to any director of TWML.

## 7 **Appointment of Directors**

- 7.1 **Appointment and removal of directors:** The directors of TWML shall be appointed and removed by the Trustees.
- 7.2 **Directors of TWML:** There shall be not more than 7 and not less than 3 directors of TWML.
- 7.3 **Appointments with regard to skills and expertise:** A director of TWML and its subsidiaries shall only be appointed if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates, bearing in mind the activities that such company undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on that board.

## 8 **Application of Income**

- 8.1 **TWML to remit funds to the Trust:** Subject to clause 8.2, TWML shall in each Income Year remit to the Trustees no less than one third of the surplus income derived by TWML in the prior Income Year, or such greater or lesser proportion of the surplus income for that Income Year as is agreed between TWML and the Trustees having regard to:
- a TWML's objectives in clause 6.3 and the desirability of retaining and reinvesting income to meet that objective; and
  - b the projected operating requirements of TWML and any subsidiary trust or other entity established by TWML as set out in their respective plans.
- 8.2 **Remission of funds to comply with Companies Act:** Any remission of surplus income by TWML under clause 8.1 shall only be made if it is done in compliance with the requirements of the Companies Act 1993 concerning company distributions.
- 8.3 **Trustees may apply income as they see fit:** Subject to any other requirements in this Trust Deed, the Trustees may provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income (including any funds remitted from TWML) in any Income Year as the Trustees in their sole discretion think fit for or towards the Trust Purposes.
- 8.4 **Payments out of income:** The Trustees may in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of income such amounts as the Trust in their discretion from time to time think fit, including:
- a as a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose;
  - b as a reserve to meet fluctuations of income in future years and other contingencies; or
  - c as a reserve for future investments or acquisitions.
- 8.5 **Matters to consider in applying income:** In making any decision as to the application of the income in any Income Year, the Trustees shall, in exercising their discretion:
- a determine how much of the income should cease to be income and be added to and form part of the capital of the Trust Fund, provided that the Trustees may not in the Income Year convert the entire income of the Trust into capital;



- b endeavour to act fairly in considering the present and future needs and interests of all Members of Taranaki Whānui ki Te Upoko o Te Ika.

8.6 **Accumulation in six months where income not applied:** Any income from any Income Year that is not paid or applied in accordance with this clause 8 during or within six months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust Fund and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust Fund.

## 9 Plans

9.1 **Trust to prepare annual operational plan:** The Trustees shall prepare no later than one month before the commencement of each Income Year an annual plan which specifies in respect of that Income Year the following information:

- a the strategic vision of the Trust for the Taranaki Whānui ki Te Upoko o Te Ika Group;
- b the nature and scope of the activities proposed by the Trustees for the Taranaki Whānui ki Te Upoko o Te Ika Group in the performance of the Trust Purposes;
- c the ratio of capital to total assets;
- d the performance targets and measurements by which performance of the Taranaki Whānui ki Te Upoko o Te Ika Group may be judged;
- e the manner in which it is proposed that projected income will be dealt with;
- f any proposals for the ongoing management of the Trust Fund having regard to the interests of all Members of Taranaki Whānui ki Te Upoko o Te Ika; and
- g such other information as the Trustees in their discretion consider necessary or appropriate.

9.2 **Trust to prepare 5 year strategic plan:** The Trustees shall also produce within 12 months following the execution of this Trust Deed, and update not less than every two years, a 5 year plan. Such a plan shall set out the longer term vision of the Trustees in respect of the matters referred to in clause 9.1(a) to (g) and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust Fund.

## 10 Annual Reports, Accounts and Auditor

10.1 **Preparation of annual report:** The Trustees must, within four months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Taranaki Whānui ki Te Upoko o Te Ika Group covering the accounting period ending at the end of that Income Year. The report shall include a comparison of performance against the Annual Plan and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes so as to give a true and fair view of the financial affairs of the Taranaki Whānui ki Te Upoko o Te Ika Group for that Income Year. The financial statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm and details of any premiums paid in respect of Trustees' indemnity insurance.

10.2 **Audit of financial statements:** The Trustees must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public

practice prior to the date for giving notice of the annual general meeting of the Trust for the Income Year immediately following the Income Year to which the financial statements relate.

- 10.3 **Appointment of auditor:** The auditor shall be appointed by the Trust prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor.

## 11 TWML Plans and Reports

- 11.1 **TWML to prepare Plans and Statements of Intent:** The Trustees shall ensure that TWML:
- a within 2 months of the Settlement Date prepares a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
  - b as required by the Trustees, updates the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
  - c no later than 6 months following the Settlement Date prepares a 5 year plan, which shall be updated not less than every 2 years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
  - d no later than 2 months following the completion of the 5 year plan referred to in paragraph (c) of this clause, and thereafter no later than 2 months before the commencement of each Income Year, prepares an annual plan setting out the steps to be taken in the relevant Income Year to meet its 5 year planning objectives and fulfil the objectives and principles of the Statement of Intent;
  - e in addition to any normal reporting requirements, within 2 calendar months after the completion of the first, second and third quarter of each Income Year sends to the Trustees reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time).
- 11.2 **Trustees' approval required:** Prior to being implemented the Statement of Intent, five year plans and annual plans must be approved by the Trustees. Such approval shall be given in light of the Trustees' overall plans and policies in respect of the Trust Fund and the Taranaki Whānui ki Te Upoko o Te Ika Group, and having regard to the specific role of TWML as set out in clause 6. However, nothing in this clause shall allow the Trustees to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising their powers as shareholders with the intention that the directors of TWML shall otherwise retain full discretion in respect of the implementation of the plans and Statement of Intent.
- 11.3 **Reports by TWML to comply with Companies Act 1993:** The Trustees shall ensure that all annual reports by TWML comply in all respects with the requirements of the Companies Act 1993, including without limitation:
- a the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of TWML or any of its subsidiaries, or the classes of business in



which TWML has an interest, whether as a shareholder of another company or otherwise;

- b the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993;
- c the auditor's report of the financial statements (or group financial statements) of TWML for that Income Year;

but excluding the information required by section 211 (1)(g) of the Companies Act 1993 where the Trustees so decide pursuant to clause.11.5.

- 11.4 **Report to include comparison against plans:** In addition to the matters set out in clause 11.3, the Trustees shall ensure that all reports by TWML include a comparison of its performance against its annual plan for that Income Year and its medium and longer term planning objectives (as set out in the 5 year plans and Statement of Intent).
- 11.5 **Protection of Sensitive Information:** For the avoidance of doubt, nothing in this clause 11 limits or affects the rights of the Trustees, as shareholders in TWML, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of TWML where the Trustees consider on reasonable grounds that the information is commercially or otherwise sensitive.

## 12 Disclosure of Plans, Reports and Minutes

- 12.1 **Documents to be available for inspection:** The Trustees shall hold at the Trust's offices and make available for inspection by any Member of Taranaki Whānui ki Te Upoko o Te Ika during normal business hours on any Business Day:
  - a this Trust Deed and any amendments to it;
  - b the Constitution of TWML;
  - c the Annual Report of the Trust for each of the preceding three Income Years;
  - d the Consolidated Financial Statements of the Trust for the preceding three Income Years;
  - e the Annual Plan;
  - f the Five Year Plan;
  - g the Statement of Intent;
  - h the minute book kept in accordance with clause 14.14 of all decisions taken and business transacted at every annual general meeting and special general meeting; and
  - i their own personal details on the Register.
- 12.2 **Costs of copying:** Any Member of Taranaki Whānui ki Te Upoko o Te Ika shall be entitled to obtain copies of this information, on giving reasonable notice. However the Trustees shall also be entitled to recover at their discretion reasonable copying or postage costs (if any).

### 13 **No Disclosure of Sensitive Information**

- 13.1 For the avoidance of doubt, but subject to the Trust's reporting obligations in clauses 10.1, 12.1(a), 12.1(b), 12.1(f), 14.1(a) and 14.1(b), the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trust and the Taranaki Whānui ki Te Upoko o Te Ika Group which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

### 14 **General Meetings**

- 14.1 **Trust to hold annual general meeting:** The Trustees shall, no later than six calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last annual general meeting of the Trust, hold a general meeting for the Members of Taranaki Whānui ki Te Upoko o Te Ika, to be called its annual general meeting, and shall at that meeting:

- a report on the operations of the Taranaki Whānui ki Te Upoko o Te Ika Group during the preceding Income Year;
- b present the Annual Report and duly audited Consolidated Financial Statements;
- c present the proposed Annual Plan;

Other business to be conducted at the annual general meeting shall include:

- d the election of trustees;
- e the approval of the appointment of the auditor for the next Income Year;
- f the approval of the Trustees' remuneration;
- g any other notified business; and
- h any general business raised at that meeting and accepted for discussion by the Chairperson pursuant to clause 14.5.

- 14.2 **Approval of Trustees' remuneration:** Subject to clause 3.6, no remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution at the annual general meeting. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee.

- 14.3 **Notice of general meeting:** The Trustees shall give not less than 15 Business Days notice of the holding of the annual general meeting, such notice to be posted to all Adult Members of Taranaki Whānui ki Te Upoko o Te Ika at the last address shown for each such Member. Notice of the meeting shall also be inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Adult Members of Taranaki Whānui ki Te Upoko o Te Ika reside. All such notices shall contain:

- a the date, time and place of the meeting;
- b an agenda of matters to be discussed, and resolutions to be put, at the meeting; and
- c details of where copies of any information to be laid before the meeting may be inspected.



- 14.4 **Notice of special meetings:** In addition to the annual general meeting of the Trust, the Trustees shall convene a special general meeting of the Trust on the written requisition of:
- a the Chairperson and Deputy Chairperson for the time being of the Trust: or
  - b the majority of the Trustees from time to time; or
  - c ten percent (10%) of Adult Members of Taranaki Whānui ki Te Upoko o Te Ika.

Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Trustees setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

- 14.5 **Annual General Meeting not limited to notified business:** At the discretion of the Chairperson, any general business raised at the designated time for general business at any annual general meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting.

- 14.6 **Special Meeting limited to notified business:** No business shall be transacted at any special general meeting other than the business expressly referred to in the notice calling that meeting.

- 14.7 **Invalidation:** The accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by an Adult Member of Taranaki Whānui ki Te Upoko o Te Ika does not invalidate the proceedings at that meeting.

- 14.8 **Deficiency of notice:** Subject to clause 14.6, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if:

- a the deficiency or irregularity is not material: and
- b the Adult Members of Taranaki Whānui ki Te Upoko o Te Ika who attend the meeting agree to waive the deficiency or irregularity.

- 14.9 **Quorum:** The quorum required for any annual or special general meeting of the Trust shall be fifty (50) Adult Members of Taranaki Whānui ki Te Upoko o Te Ika present in person.

- 14.10 **Chairing of meetings:** The Chairperson for the time being of the Trust will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one of their number to substitute as the chairperson for that meeting.

- 14.11 **Voting:** To the extent that a vote is sought or required at any annual or special general meeting, not being in respect of a Special Resolution to which the Fourth Schedule otherwise applies every Adult Member of Taranaki Whānui ki Te Upoko o Te Ika present shall have one vote. Voting may be by voice, or a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote. However, except as provided in clauses 2.5, 14.1(e), 14.2, 25.1, and 27 and in the Fourth Schedule the Trustees shall not be bound by a resolution passed at any annual or special general meeting, but will only be

required to give consideration to any such resolution in administering the Trust Fund and carrying out the Trust Purposes.

- 14.12 **Adjourned meetings:** If within one hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be reconvened 5 Business Days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Adult Members of Taranaki Whānui ki Te Upoko o Te Ika present will constitute a quorum.
- 14.13 **Unruly meetings:** If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion.
- 14.14 **Minutes:** The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every annual general meeting and special general meeting.
- 14.15 **Minutes to be evidence of proceedings:** Any minute of the proceedings at an annual general meeting or a special general meeting which is purported to be signed by the chairperson at that meeting shall be evidence of those proceedings.
- 14.16 **Minutes to be evidence of proper conduct:** Where minutes of an annual general meeting or a special general meeting have been made in accordance with this clause then, until the contrary is proven, the meeting shall be deemed to have been properly convened and its proceedings to have been conducted properly.

## 15 Disclosure of Interests

- 15.1 **Definition of interested Trustee:** A Trustee will be interested in a matter if the Trustee:
- a is a party to, or will derive a material financial benefit from that matter;
  - b has a material financial interest in another party to the matter,
  - c is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trust or any subsidiary of the Trust;
  - d is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
  - e is otherwise directly or indirectly interested in the matter
- 15.2 **Disclosure of interest to other Trustees:** A Trustee must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, disclose to his or her co-Trustees at a meeting of the Trust:
- a if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or



- b if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

15.3 **Recording of Interest:** A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust.

## 16 Dealings with "Interested" Trustees

16.1 An interested Trustee shall not take part in any deliberation or vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter.

## 17 Prohibition of Benefit or Advantage

17.1 In the carrying on of any business by any entity in the Taranaki Whānui ki Te Upoko o Te Ika Group, and in the exercise of any power authorising the remuneration of the Trustees, no benefit, advantage or income: shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able by virtue of that capacity in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or amount of that benefit, advantage or income, or the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

## 18 Disclosure of Trustee Remuneration etc

18.1 The Trustees shall, in accordance with clause 10.1, show the amount of any remuneration paid to or fees charged by, any Trustee or any Trustee's firm and the amount of any premiums paid out of the Trust Fund for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to clause 21.

## 19 Advice to Trustees

19.1 **Trustees may rely on advice:** The Trustees may, when exercising their powers or performing their duties as Trustees, rely on reports, statements, financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- a an employee of the Trust or any director or employee of TWML whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- b a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence; and
- c any other Trustee or member of a committee upon which a Trustee did not serve at the relevant time and in relation to matters that are within that other Trustee's or committee member's designated authority. However, this shall only apply to the extent that the Trustees act in good faith, after reasonable enquiry when the need for an enquiry is indicated by the circumstances, and without knowledge that would cause such acceptance to be unwarranted.

19.2 **Trustees may obtain opinion:** If the Trustees are in doubt over any matter relating to the management and administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister or Solicitor of the High Court

of New Zealand of at least seven years' standing. In respect of any such opinion, the Trustees may act without being liable to any person who may claim to be beneficially entitled in respect of anything done in accordance with that opinion. This right to obtain and act upon an opinion, however, will not restrict any right on the part of the Trust to apply to the High Court of New Zealand for directions.

## 20 Liability of Trustees

- 20.1 A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows or should have known to be a breach of this Trust Deed. In particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach.

## 21 Indemnity and Insurance

- 21.1 **Indemnity and insurance for Trustees:** Any Trustee, officer or employee of the Taranaki Whānui ki Te Upoko o Te Ika Group may be indemnified or have their insurance costs met out of the Trust Fund against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Taranaki Whānui ki Te Upoko o Te Ika Group, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Taranaki Whānui ki Te Upoko o Te Ika Group with the object of fulfilling the Trust Purposes.
- 21.2 **Indemnity and insurance costs to be just and equitable:** All indemnities and insurance costs may only be provided to the extent that the Trustees in their discretion think just and equitable.
- 21.3 **Indemnity and insurance re specific trusts:** If any assets are held by the Trustees on any separate specific trust, then any Trustee, officer or employee of the Trust may in respect of proceedings brought in relation to that separate specific trust only be indemnified or have their insurance costs met out of those assets.
- 21.4 **Record of decisions:** All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by them to be just and equitable.

## 22 Conduct of Trustees

- 22.1 **Trustees not to bring into disrepute:** No Trustee shall act in a manner which brings or is likely to bring the Trust or any entity in the Taranaki Whānui ki Te Upoko o Te Ika Group into disrepute.
- 22.2 **Directors not to bring into disrepute:** The Trustees shall also require that any directors or trustees appointed by or at the direction of the Trustees to any company (or as applicable) any trust in which the Trust has an interest, do not act in a manner which brings or is likely to bring the Trust or any member of the Taranaki Whānui ki Te Upoko o Te Ika Group into disrepute.
- 22.3 **Trustee may be censured:** Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any member of the Taranaki Whānui ki Te Upoko o Te Ika Group



may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured by the Trustees.

- 22.4 **Censure to be notified:** The censure of a Trustee in accordance with this clause shall, together with reasons, be reported to the Members of Taranaki Whānui ki Te Upoko o Te Ika at the next Annual General Meeting of the Trust following such censure.

## 23 Gifts or Donations

- 23.1 **Trustees may accept specific trusts:** Notwithstanding any other provision in this Trust Deed, the Trustees may accept or otherwise deal with any property upon trust for the purposes of the Trust or for any specific purpose that comes within the Trust Purposes. Such a trust may include any trust for the benefit of the Members of Taranaki Whānui ki Te Upoko o Te Ika. Any property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of the trust and shall not constitute part of the Trust Fund.

- 23.2 **Specific trusts to be separate:** If the Trustees accept a trust for any specific purpose as outlined in clause 23.1 above they must keep the property subject to such trust and any income derived from it separate from the Trust Fund, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

- 23.3 **Use of specific trust assets:** The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trustees may hold, and the Trustees shall also not use the Trust Fund to make good any deficit, loss, damage or breach of trust relating to any specific trust.

- 23.4 **Expenses of specific trusts:** Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the Trust.

## 24 Receipts for Payments

- 24.1 The receipt of the Trust signed by any person or persons authorised to give receipts on behalf of the Trust, shall be a complete discharge from the Trust for that payment.

## 25 Nominee

- 25.1 The Trustees may appoint or incorporate a nominee and on any such appointment or incorporation the following provisions shall have effect:

- a The Trust Fund or any part of it may be vested in the nominee as if the nominee were sole trustee;
- b The management of the Trust Fund and the exercise of all powers and discretions exercisable by the Trustees under this Trust Deed shall remain vested in the Trustees as fully and effectively as if there were no nominee;
- c The sole function of the nominee shall be to hold and deal with the trust property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trustees for which purpose the nominee shall execute all such documents and perform all such acts as the Trustees in writing direct;
- d The nominee shall not be liable for acting on any such direction provided that if the nominee is of the opinion that any such direction conflicts with the trusts or the law or

exposes the nominee to any liability otherwise objectionable, the nominee may apply to the Court for directions and any order giving any such directions shall bind both the nominee and the Trustees;

- e The nominee shall not be liable for any act or default on the part of any of the Trustees;
- f All actions and proceedings touching or concerning the Trust Fund may be brought or defended in the name of the nominee at the written direction of the Trustees and the nominee shall not be liable for the costs;
- g No person dealing with the nominee shall be concerned to enquire as to the concurrence or otherwise of the Trustees or be affected by notice of the fact that the Trustees have not concurred.

## 26 Amendments to Trust Deed

26.1 **Special Resolution required:** Subject to clause 26.2, all amendments to the Trust Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

26.2 **Limitations on Amendment:** No amendment shall be made to the Trust Deed which:

- a changes the Trust Purposes so that the Trustees are no longer required to act for the benefit of the present and future Members of Taranaki Whānui ki Te Upoko o Te Ika;
- b changes the definition in clause 1.1 of the following terms: member of Taranaki Whānui ki Te Upoko o Te Ika and Taranaki Whānui ki Te Upoko o Te Ika;
- c changes this clause 26.2;
- d changes clause 27 (Termination of Trust); or
- e changes the requirement for a Special Resolution (as defined from time to time) in clause 26.1.

26.3 **Amendment to make Trust a charity:** Notwithstanding any other provision in this Trust Deed to the contrary, this Trust Deed may be amended, and the benefits conferred hereunder altered, in order for the Trust to become a charity and to qualify for any tax exemptions available from time to time for charitable entities under the provisions of the Income Tax Act 2007, provided that any such amendment:

- a is made in accordance with clause 26.1;
- b does not change the Trust Purposes so that the Trustees are no longer required to act for the benefit of the present and future members of Taranaki Whānui ki Te Upoko o Te Ika; and
- c does not change the definition in clause 1.1 of Taranaki Whānui ki Te Upoko o Te Ika.

The Trustees may also apply for incorporation under the Charitable Trusts Act 1957 and registration under the Charities Act 2005.



## 27 Termination of Trust

27.1 Subject to clause 26.2 the Trust established by this Trust Deed shall only be terminated or dissolved if the Adult Members of Taranaki Whānui ki Te Upoko o Te Ika have, by Special Resolution:

- a resolved that it has become impossible, impracticable or inexpedient to carry out the Trust Purposes; and
- b nominated a trust or other entity, established for the benefit of the present and future Members of Taranaki Whānui ki Te Upoko o Te Ika, to which the Trust Fund should be paid (after the payment of all relevant costs, debts and liabilities).

## 28 Perpetuities

28.1 Unless stated otherwise in the Settlement Act, the perpetuity period for the Trust is the period that commences on the date of this Trust Deed and ends eighty years less one day after the date of this Trust Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly.

28.2 The provisions of clause 28.1 shall cease to apply if the Trustees arrange for the Trust to be incorporated under the Charitable Trusts Act 1957 pursuant to clause 26.3.

## 29 Archiving of Records

29.1 **Records to be held for seven years:** All minutes and other records of any proceedings of the Trust and any companies and other entities in the Taranaki Whānui ki Te Upoko o Te Ika Group shall be held by the Trust and those companies and other entities for a period of seven years.

29.2 **Records to be archived:** At the expiry of seven years the Trustees shall archive the records of the Trust and the companies and other entities in the Taranaki Whānui ki Te Upoko o Te Ika Group.

29.3 **Records may be retained for longer:** Notwithstanding clauses 29.1 and 29.2 the Trust and any of the companies and other entities within the Taranaki Whānui ki Te Upoko o Te Ika Group may defer archiving of any records for a period exceeding seven years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trustees or entity to which the information relates.

## 30 Dispute Resolution

30.1 **Disputes:** In the event that a dispute arises in relation to any aspect of the Trust, or its entities, including, but not limited to, disputes on matters of tikanga, reo, kawa, whakapapa and kōrero, then that dispute shall be referred in the first instance to the Trustees.

30.2 **Notice of Dispute:** All disputes referred to the Trustees in accordance with clause 30.1 shall be submitted to the Trustees by notice in writing and the Trust shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice. The Trustees shall appoint one or more of their number to act as mediator(s) to attempt to facilitate, mediate and effect a settlement of such dispute.

- 30.3 **Reference of Dispute:** If a dispute is not settled within 20 Business Days of the receipt by the Trustees of written notice of the dispute in accordance with clause 30.2 then it shall be referred to a Disputes Committee constituted in accordance with clauses 30.4 and 30.5.
- 30.4 **Dispute Committee to be appointed as required:** There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed on a case by case basis having regard to the precise subject matter of the dispute in question and only after the expiry of the 20 Business Day period referred to in clause 30.3.
- 30.5 **Appointment and composition of Disputes Committee:** A Disputes Committee shall comprise three members who shall be appointed by the Trustees as follows:
- a One independent (non-Taranaki Whānui ki Te Upoko o Te Ika) member nominated by the President from time to time of the New Zealand Law Society or his or her nominee, such member being a barrister or solicitor with 7 or more years experience to act as the chair of the Disputes Committee; and
  - b Two Members of Taranaki Whānui ki Te Upoko o Te Ika appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such members cannot also be Trustees or employees of the Trust.
- 30.6 **Role of Disputes Committee:** The role of a Disputes Committee shall be to facilitate and make findings and decisions on the disputes referred to it.
- 30.7 **Deliberations of Disputes Committee:** In dealing with any dispute a Disputes Committee shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with. The findings and decisions of a Disputes Committee shall be final and binding on the parties.
- 30.8 **Disputes Committee may convene hui:** In facilitating the resolution of any dispute a Disputes Committee may convene a general meeting of Taranaki Whānui ki Te Upoko o Te Ika in order to discuss the matters that are in dispute.
- 30.9 **Hui to meet notice requirements:** Any general meeting called by a Disputes Committee in order to try to settle any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of Taranaki Whānui ki Te Upoko o Te Ika as set out in this Trust Deed.
- 30.10 **Notification of Outcome:** A Disputes Committee shall give its findings and decision, together with reasons, in writing to the Trustees and any other party to the dispute.

## 31 **Review of Trust Deed**

- 31.1 **Review within two years:** The Trustees shall within two years of the Settlement Date initiate a review of the terms and operations of this Trust Deed and in particular shall review the arrangements relating to the election of Trustees and all other aspects of the representation of Taranaki Whānui ki Te Upoko o Te Ika within the Trust.
- 31.2 **Process of review:** In conducting the review under clause 31.1 the Trustees shall:
- a engage and consult with Taranaki Whānui ki Te Upoko o Te Ika in order to seek the views of Taranaki Whānui ki Te Upoko o Te Ika on the terms of this Trust Deed, and in particular the arrangements relating to the election of Trustees; and



b have regard to the tikanga of Taranaki Whānui ki Te Upoko o Te Ika.

31.3 **Review to be independently facilitated:** The process of engagement and consultation required by clause 31.2(a) shall be undertaken by an independent facilitator appointed by the Trustees. The role of the independent facilitator shall be to:

- a liaise with the Trustees in the preparation of any discussion materials to be distributed to Taranaki Whānui ki Te Upoko o Te Ika;
- b facilitate any hui;
- c receive, compile and review any written submissions received from Taranaki Whānui ki Te Upoko o Te Ika; and
- d make recommendations to the Trustees as to the amendments that should be made to the Trust Deed as a consequence of the information received from the process of engagement and consultation.

31.4 **Outcome of review:** Following the completion of the review under clause 31.1, and consideration by the Trustees of the report made by the independent facilitator in accordance with clause 31.3(d), the Trustees shall recommend amendments (if any) to this Trust Deed and seek the approval of those amendments by Special Resolution in accordance with the Fourth Schedule.

#### Execution

Signed by Kevin Hikala Amohia

in the presence of:

Witness Signature

Full name

Occupation

Place of residence

K. Amohia

[Signature]  
Archie Thorpe  
Administrator  
Wellington

Signed by Neville McClutchie Baker

in the presence of:

Witness Signature

Full name

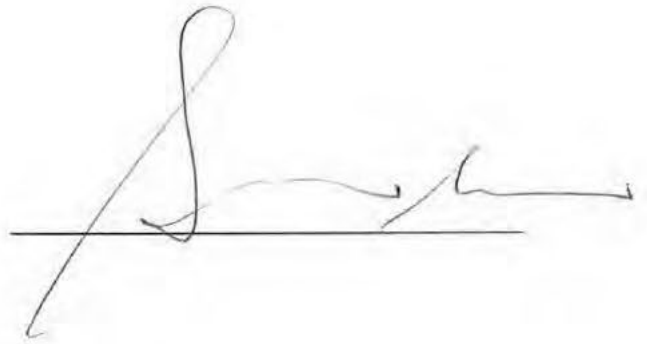
Occupation

Place of residence

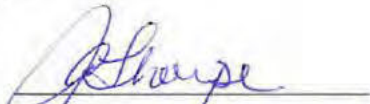
N. Baker

[Signature]  
Archie Thorpe  
Administrator  
Wellington

**Signed by Spencer Waemura Carr**  
in the presence of:



Witness Signature



Full name

Archa Thorpe

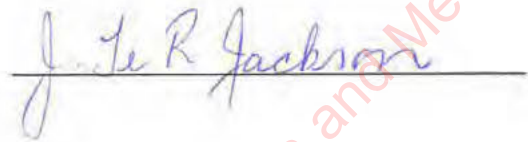
Occupation

Administrator

Place of residence

Wellington

**Signed by June Te Raumange Jackson**  
in the presence of:



Witness Signature



Full name

Archa Thorpe

Occupation

Administrator

Place of residence

Wellington

**Signed by Dr Catherine Maarie Amohia Love**  
in the presence of:



Witness Signature



Full name

Archa Thorpe


Occupation

Administrator

Place of residence

Wellington

**Signed by Ralph Heberley Ngatata Love**  
in the presence of:



Witness Signature



Full name

Archa Thorpe

Occupation

Administrator

Place of residence

Wellington

Signed by Hinekahu Ngaki Dawn McConnell  
in the presence of:



Witness Signature



Full name

Aroha Thorpe

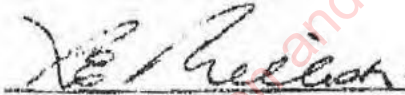
Occupation

Administrator

Place of residence

Wellington

Signed by Rebecca Elizabeth Mellish  
in the presence of:



Witness Signature



Full name

Aroha Thorpe

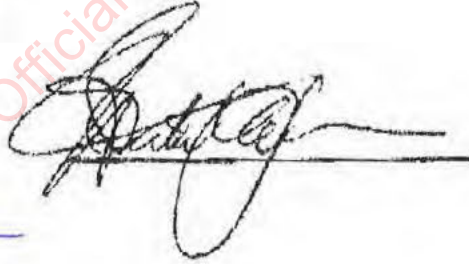
Occupation

Administrator

Place of residence

Wellington

Signed by Dr Hakara Porutu Puketapu  
in the presence of:



Witness Signature



Full name

Aroha Thorpe

Occupation

Administrator

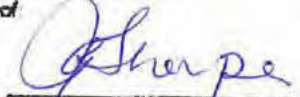
Place of residence

Wellington

Signed by Sir Paul Alfred Reeves  
in the presence of:



Witness Signature



Full name

Aroha Thorpe

Occupation

Administrator

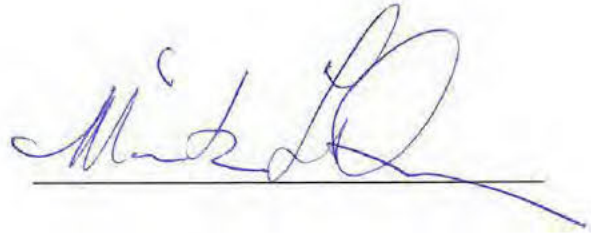
Place of residence

Wellington

Released under the Official Information and Meetings Act



**Signed by Mark Te One**  
in the presence of:



Witness Signature



Full name

Ardra Thorpe

Occupation

Administrator

Place of residence

Wellington.

Released under the Local Government Official Information and Meetings Act

## First Schedule: Membership of Taranaki Whānui ki Te Upoko o Te Ika and Taranaki Whānui ki Te Upoko o Te Ika Register

### 1 Trust to keep Register

- 1.1 **Trust to maintain register:** The Trustees shall administer and maintain the Taranaki Whānui ki Te Upoko o Te Ika Register which is a register of the Members of Taranaki Whānui ki Te Upoko o Te Ika.
- 1.2 **Register to comply with this Schedule:** The Taranaki Whānui ki Te Upoko o Te Ika Register shall be maintained in accordance with the rules and procedures set out in this Schedule.

### 2 Contents of Register

- 2.1 **Register to contain Members' details:** The Taranaki Whānui ki Te Upoko o Te Ika Register shall record in it the full names, dates of birth and postal addresses of the Members of Taranaki Whānui ki Te Upoko o Te Ika.
- 2.2 **Beneficiary Registration Number:** The Trustees will allocate a beneficiary identification number to each Adult Member of Taranaki Whānui ki Te Upoko o Te Ika on the Register. The Trustees will immediately after allocation, notify the relevant Adult Member of Taranaki Whānui ki Te Upoko o Te Ika of his or her beneficiary identification number.

### 3 Applications for Registration

- 3.1 **Form of applications:** All applications for registration as a Member of Taranaki Whānui ki Te Upoko o Te Ika must be made in writing to the Trust in the form approved by the Trustees from time to time. The application must contain:
- a the full name, date of birth and postal address of the applicant;
  - b such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Taranaki Whānui ki Te Upoko o Te Ika, including details of the whakapapa (genealogical) connection of the applicant to Taranaki Whānui ki Te Upoko o Te Ika.
  - c such further information as the Trustees may specify on the form.

### 4 Decisions as to Membership

- 4.1 **Whakapapa Committee to be established:** The Trustees shall establish a Whakapapa Committee to make decisions on all applications made pursuant to rule 3.1 of this Schedule by any person for the recording in the Taranaki Whānui ki Te Upoko o Te Ika Register of that person's membership of Taranaki Whānui ki Te Upoko o Te Ika.
- 4.2 **Composition of Whakapapa Committee:** The Whakapapa Committee shall comprise 5 Members of Taranaki Whānui ki Te Upoko o Te Ika, appointed and removed by the Trustees from time to time, with the expertise and knowledge of Taranaki Whānui ki Te Upoko o Te Ika whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Taranaki Whānui ki Te Upoko o Te Ika whakapapa may be appointed to the Whakapapa Committee.

- 4.3 **Consideration of applications:** All applications for membership pursuant to rule 3.1 of this Schedule together with any supporting evidence shall be forwarded by the Trustees to the Whakapapa Committee.
- 4.4 **Decisions to be made on applications:** Upon receipt of an application for membership in accordance with rule 3.1 of this Schedule the Whakapapa Committee shall consider the application and shall make a decision as to whether the application should be accepted as to the applicant's status as a Member of Taranaki Whānui ki Te Upoko o Te Ika.
- 4.5 **Successful applications to be notified and registered:** In the event that the Whakapapa Committee decides that the application should be accepted then such decision shall be notified in writing to the Trust, which shall in turn notify the applicant and enter the applicant's name and other relevant details in the Taranaki Whānui ki Te Upoko o Te Ika Register.
- 4.6 **Notification of unsuccessful applicants:** In the event that the Whakapapa Committee decides to decline the application then such decision shall be conveyed in writing to the Trustees together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons given for the decision pursuant to clause 30.
- 4.7 **Unsuccessful applicant may reapply:** Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Whakapapa Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one, any previous application) as to the applicant's status as a Member of Taranaki Whānui ki Te Upoko o Te Ika.

## 5 Maintenance of Register

- 5.1 **Trustees to establish policies:** The Trustees shall take such steps and institute such policies as are necessary to ensure that the Taranaki Whānui ki Te Upoko o Te Ika Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Taranaki Whānui ki Te Upoko o Te Ika, including taking steps to ensure that, upon the receipt of appropriate evidence, the names of any deceased Members of Taranaki Whānui ki Te Upoko o Te Ika are removed from the Taranaki Whānui ki Te Upoko o Te Ika Register.
- 5.2 **Assistance in identifying membership:** In maintaining the Taranaki Whānui ki Te Upoko o Te Ika Register the Trustees shall include in the policies that it develops policies for assisting in the identification and registration of those Members of Taranaki Whānui ki Te Upoko o Te Ika that are not for the time being on the Taranaki Whānui ki Te Upoko o Te Ika Register. Such policies shall include policies as to the nature of the assistance that the Trust will provide to those persons that believe that they are Members of Taranaki Whānui ki Te Upoko o Te Ika but for whatever reason are not able to establish such membership.
- 5.3 **Responsibility of Members of Taranaki Whānui ki Te Upoko o Te Ika:** Notwithstanding rules 1.1 and 5.2 of this Schedule it shall be the responsibility of each person who is a Member of Taranaki Whānui ki Te Upoko o Te Ika (or in the case of those persons under 18 years, the parent or guardian of that person) to ensure that his or her name is included in the Taranaki Whānui ki Te Upoko o Te Ika Register and that his or her full postal address for the time being is provided and updated.



5.4 **Consequences of registration:** Registration of any persons in the Taranaki Whānui ki Te Upoko o Te Ika Register as a Member of Taranaki Whānui ki Te Upoko o Te Ika shall be conclusive evidence of that person's status as a Member of Taranaki Whānui ki Te Upoko o Te Ika.

Released under the Local Government Official Information and Meetings Act

## Second Schedule: Elections of Trustees

### 1 Election of Trustees

1.1 **This Schedule to apply:** The Trustees shall be appointed in accordance with the rules and procedures set out in this Schedule.

### 2 Eligibility for Election

2.1 **Eligibility of Trustees:** To be elected, nominee for appointment as Trustee must, as at the closing date for nominations:

- a be recorded in the Taranaki Whānui ki Te Upoko o Te Ika Register as an Adult Member of Taranaki Whānui ki Te Upoko o Te Ika;
- b not be an employee of the Trust; and
- c not otherwise be disqualified from holding office as a Trustee under this Schedule.

### 3 Initial Trustees

3.1 **Trust Board members to be Initial Trustees:** The Trustees who are parties to this Trust Deed shall be the Initial Trustees of the Trust.

3.2 **Rotation of Trustees:** The objective for continued effective trusteeship is best achieved by rotation over time of approximately one-half of the 11 trustees of the Trust every 3 years.

3.3 **Term of Office of Initial Trustees:** The Initial Trustees shall hold office until the conclusion of the Initial Trust Elections, in accordance with rule 3.4 of this Schedule, unless their office of trustee is otherwise terminated in accordance with rule 12 of this Schedule.

3.4 **Initial Trust Elections:** The Initial Trust Elections shall be held at the Annual General Meeting of the Trust and as soon as practicable following Settlement Date, but in any event no later than 6 months after the Settlement Date and within 6 months of the Balance Date of the Trust.

3.5 **Trustees retiring at the Initial Trust Elections:** Five of the 11 Initial Trustees shall retire and be eligible, should they wish, for re-election at the Initial Trust Elections. Trustees elected at the Initial Trust Elections shall be elected and hold office in accordance with the provisions of this Deed for 3 years. The Trustees retiring in accordance with this provision shall be selected by ballot or lot if agreement as to those to retire is not reached by the Trustees.

3.6 **Trustees not retiring at the Initial Trust Elections:** Trustees not retiring at the Initial Trust Elections shall continue in office until the next Trustee Elections (the Second Trustee Elections) which shall be held at an annual general meeting not later than 18 months after the Initial Trust Elections and within 6 months of the Balance Date of the Trust. Those 6 Trustees shall retire but be eligible for re-election at the Second Trustee Elections.

3.7 **Term of Office of those elected at Second Trustee Elections:** The Trustees elected at the Second Trustee Elections shall hold office for 3 years from the date of their election.

3.8 **Ongoing Term of Office of Trustee:** At the Third Trustee Elections and succeeding elections, those 5 trustees who retired at the Initial Trust Elections and or the 6 trustees who retired at the second trustee elections, as the case may be, shall, by rotation, retire and be eligible for re-election; and upon election hold office for 3 years. The third and succeeding trustee elections shall be held at intervals of 18 months.

#### 4 **Term of Office**

4.1 **Term of office:** Subject to rules 3.2 – 3.7 of this Schedule, the Trustees from time to time shall hold office for a term of 3 years.

4.2 **Eligibility of retiring Trustees:** Trustees retiring from office shall be eligible for reappointment.

4.3 **Casual vacancies:** Should:

a There be no person elected to replace a Trustee following the expiry of a Trustee's term of office; or

b Any casual vacancy arise prior to the expiry of any Trustee's term of office;

then that vacancy may be filled by the holding of a further election in accordance with this Schedule, provided however, that in the case of a vacancy existing under rule 4.3(b) no such election shall be required if the casual vacancy has arisen less than 6 months from the expiry of the term of office for the Trustee that is being replaced.

4.4 **Term of casual appointments:** In the case of an election held pursuant to rule 4.3 of this Schedule the Trustee thereby elected shall, as the case may be, hold office:

a In the case of a Trustee elected pursuant to rule 4.3(a), for the same term as that Trustee would have been elected had he or she been elected immediately following the retirement of the previous Trustee, under rule 4.1 of this Schedule; or

b In the case of a Trustee elected pursuant to rule 4.3(b), for the balance of the term of office of the Trustee that he or she has replaced

#### 5 **Making of Nominations for Election of Trustees**

5.1 **Calling for nominations:** The Trustees shall give notice calling for nominations for those Trustee positions for which elections are required at least 3 months before the annual general meeting of the Trust for that Income Year. Such notice shall specify the method of making nominations, and the latest date by which nominations must be made and lodged with the Trust or such other person as the notice directs.

5.2 **Timing for nominations:** All nominations must be lodged with the Trust no later than 15 Business Days following the date upon which the notice calling for nominations is first given

5.3 **Form of notice:** All notices given under this rule shall be given in the following manner:

a by post to each Adult Member of Taranaki Whānui ki Te Upoko o Te Ika;

b by newspaper advertisement published on at least 2 separate days and inserted prominently in any major metropolitan newspapers in New Zealand and/or any provincial newspaper circulating in regions where the Trustees consider that a



significant number of Adult Members of Taranaki Whānui ki Te Upoko o Te Ika reside;  
and

c by such other means as the Trustees may determine.

5.4 **Inclusion of invitation to register:** Any such notice shall also invite applications from persons who consider that they are entitled to vote in the election for inclusion of their names in the Taranaki Whānui ki Te Upoko o Te Ika Register, and shall set out the date upon which the registrations close, being the day before the date fixed as the latest date for making and lodging nominations.

5.5 **Nomination to be in writing:** The nomination of a candidate for election as a Trustee shall be in writing on the form approved by the Trustees from time to time and signed by not less than five (5) Adult Members of Taranaki Whānui ki Te Upoko o Te Ika shown on the Taranaki Whānui ki Te Upoko o Te Ika Register as being entitled to vote in respect of the election of that candidate.

5.6 **Consent of nominee:** The consent of each candidate to his or her nomination shall be endorsed on the nomination form, provided that a candidate may at any time, by notice to the Trust, withdraw his or her nomination.

## 6 Holding of Elections

6.1 **Mode of Voting at Elections:** Subject to rule 6.4 of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may either be delivered to the Chief Returning Officer at an annual General Meeting or by post.

6.2 **Candidates with most votes elected:** The successful candidates for election as Trustee shall be those candidates who, subject to rule 6.6 of this Schedule, receive the most validly cast votes from the Adult Members of Taranaki Whānui ki Te Upoko o Te Ika.

6.3 **No elections in certain circumstances:** In the event that the number of nominees for the position of Trustee are equivalent to or less than the number of Trustee positions that are to be filled in a given election, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

6.4 **Eligibility to vote:** Subject to rule 6.6 of this Schedule, each Adult Member of Taranaki Whānui ki Te Upoko o Te Ika shall be eligible to vote in an election of Trustees.

6.5 **Members Limited to one vote:** Each Adult Member of Taranaki Whānui ki Te Upoko o Te Ika will only be eligible to cast one vote in any given Trustee election.

6.6 **Date by which Members to be registered:** The date by which an Adult Member of Taranaki Whānui ki Te Upoko o Te Ika must be recorded, on the Taranaki Whānui ki Te Upoko o Te Ika register so as to be eligible to vote in the election of a Trustee, shall be the date upon which nominations for appointment as a Trustee closes.

## 7 Notice of Elections

7.1 **Notice to be given:** Immediately after the closing date for nominations, the Trust shall, where an election is required fix a closing date for the election (being the last day upon which a vote may be validly cast in the election); and

7.2 **Period of Notice:** The Trustees shall give not less than 20 Business Days notice of the closing date for the elections and the method by which votes may be cast as set out in rule 7.1 of this Schedule.

7.3 **Method of Giving Notice:** Notice under rule 7.2 of this Schedule shall be given by.

- a posting notice to each Adult Member of Taranaki Whānui ki Te Upoko o Te Ika shown on the Taranaki Whānui ki Te Upoko o Te Ika Register as entitled to vote at the election;
- b inserting a prominent advertisement on at least 2 separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of such Adult Members of Taranaki Whānui ki Te Upoko o Te Ika reside; and
- c advertising on a radio station or radio stations broadcasting in the district or districts where the Trustees consider that a significant number of such Adult Members of Taranaki Whānui ki Te Upoko o Te Ika reside.

7.4 **General Content of Notices:** Every notice given in accordance with rule 7.3(a) and (b) of this Schedule shall contain:

- a a list of the candidates for election as Trustees;
- b the date, time and place of the election and
- c the method by which votes may be cast as set out in rule 6.1 of this Schedule.

7.5 **Additional Content of Postal Notice:** Each notice given in accordance with rule 7.3(a) of this Schedule shall also contain:

- a a voting form that complies with rule 8.1;
- b details of the procedure to be followed in making a vote by post, including the date by which the voting form must be received by the Chief Returning Officer; and
- c a statement that voting forms may either be posted or delivered to the Chief Returning Officer at an Annual General Meeting.

7.6 **Additional Information in Other Notices:** Each notice given in accordance with rule 7.3(b) and (c) of this Schedule shall also give details about how voting forms may be obtained.

## 8 **Postal Voting**

8.1 **Other details to accompany vote:** Each voting form must contain information that is sufficient to identify the elector and the voting documents issued to that elector.

8.2 **Timing of Postal Votes:** Votes must be made no later than the closing date for the election of the Trustees to which the postal vote relates. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 Business Days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

## 9 Appointment of Chief Returning Officer

- 9.1 **Appointment of Chief Returning Officer:** For the purposes of elections, the Trustees shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Trust, and who shall be a person of standing within the community. The Chief Returning Officer shall be responsible for co-ordinating Trustee elections and may appoint such other persons ("nominee") as he or she considers necessary to assist with that task provided that such persons shall also not be Trustees or employees of the Trust.
- 9.2 **Chief Returning Officer to receive voting forms:** All voting forms must be addressed to the Chief Returning Officer.
- 9.3 **Only one vote to be cast:** The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Taranaki Whānui ki Te Upoko o Te Ika who is eligible to vote, and votes, in the relevant election.
- 9.4 **Recording of votes:** A record shall be kept by the Chief Returning Officer of all votes received.

## 10 Counting of Votes

- 10.1 **All votes to be counted:** Upon the expiry of the date for the receipt of postal votes, the Chief Returning Officer shall record and count all votes validly cast.
- 10.2 **Certification and notifying election result:** Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to the Trust. The Trust shall thereafter advise the candidates of the result and give notice of the same at the annual general meeting of the Trust in accordance with clause 14.1(d).

## 11 Retention of Election Records

- 11.1 **Compiling and sealing voting records:** The Chief Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The Chief Returning Officer shall endorse upon the sealed packet a description of the contents of that packet and the final date for voting. The Chief Returning Officer shall then sign the endorsement and forward the sealed packet to the Trust.
- 11.2 **Retention and disposal of packets:** The sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trust for a period of 1 year from the closing date for making votes in the election to which the packet relates. At the expiry of that 1 year period the packets shall be destroyed unopened.

## 12 Termination of Office of Trustees

- 12.1 Notwithstanding the forgoing rules of this Schedule, a Trustee shall cease to hold office if he or she:
- a retires from office by giving written notice to the Trust;
  - b completes his or her term of office and is not re-elected;
  - c refuses to act;



- d is absent without leave from 3 consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- e becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- f becomes bankrupt or makes any composition or arrangement with his or her creditors;
- g is convicted of an indictable offence;
- h becomes an employee of the Trust; or
- i is subject to a property order or personal order under the Protection of Personal and Property Rights Act 1988.

### 13 **Record of Changes of Trustees**

- 13.1 Upon the notification of every appointment, retirement, re-appointment or termination of office of any Trustee the Trustees will ensure that an entry is made in the minute book of the Trust to that effect.

## Third Schedule: Proceedings of Trustees

### 1 Trustees to Regulate Meetings

- 1.1 The Trustees shall meet together for the dispatch of business, to adjourn and otherwise regulate their meetings as they think fit. The majority of Trustees from time to time may at any time by notice in writing to the Trust summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene such meeting.

### 2 Notice of Meeting

- 2.1 **Notice to Trustees:** Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least 5 Business Days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.
- 2.2 **Content of notice:** Every notice of a meeting shall state the place, day and time of the meeting, and the subject-matter of the meeting.
- 2.3 **Waiver of notice:** The requirement for notice of a meeting may be waived if all the Trustees who are at the time entitled to receive notice of the meeting give their written consent to such a waiver prior to or at the meeting.
- 2.4 **Meeting limited to notified business:** No business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting.
- 2.5 **Deficiency of notice:** Subject to rule 2.4 of this Schedule, no deficiency in the giving of notice for any meeting of Trustees shall otherwise invalidate such meeting or the proceedings at such meeting.

### 3 Quorum

- 3.1 The majority of Trustees from time to time shall constitute a quorum at meetings of the Trustees.

### 4 Chairperson and Deputy Chairperson

- 4.1 **Trustees to elect:** At the first meeting of the Trustees and at each subsequent first meeting following a Trustees election (excluding any election required to fill a casual vacancy) the Trustees shall appoint one of their number to be chairperson ("Chairperson") and (at their discretion) one of their number to be deputy chairperson ("Deputy Chairperson").
- 4.2 **Voting on election:** Where there is more than one candidate for Chairperson (or as the case may be Deputy Chairperson) a vote will be taken and the person receiving the most votes in favour of his or her appointment will become Chairperson (or Deputy Chairperson).
- 4.3 **Termination of office:** The Chairperson (or Deputy Chairperson) will cease to hold office in the event that he or she resigns from that office, ceases to be a Trustee or is removed from the office of Chairperson by the Trustees passing a resolution of no confidence in him or her.

In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further election shall be held for the position.

## 5 Proceedings at Meetings

- 5.1 **Decisions by majority vote:** Unless stated otherwise in this Trust Deed, questions arising at any meeting of Trustees shall be decided by a majority of votes of Trustees at the meeting. In the case of an equality of votes, the Chairperson shall have a second or casting vote.
- 5.2 **Chairperson:** The Chairperson shall take the chair at all the meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the Chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Trustees present shall elect one of their number to be Chairperson of the meeting.
- 5.3 **Vacancies:** The Trustees may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election of new Trustees to fill the vacancy or vacancies, and for no other purpose.
- 5.4 **Defects in appointment:** All acts done by any meeting of the Trustees or of any committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.
- 5.5 **Unruly meetings:** If any meeting of Trustees becomes so unruly or disorderly that in the opinion of the Chairperson of the meeting, the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, is required to be voted upon, be put to the vote without discussion.

## 6 Delegation by Trustees

- 6.1 **Trustees may delegate:** The Trustees may from time to time as they think expedient for carrying out any of the Trust Purposes delegate any one or more of their powers under this Trust Deed to a committee, Trustee, employee or other person.
- 6.2 **Trustees to remain responsible:** Notwithstanding the delegation by the Trustees of any of their powers under rule 6.1 of this Schedule, the Trustees shall remain responsible for the exercise of that power by the delegate as if the Trustees had exercised the power themselves, unless the Trustees:
- a believed on reasonable grounds when making the delegation that the delegate would exercise the power in accordance with the provisions of this Trust Deed and the duties owed by the Trustees in the exercise of their office under this Trust Deed; and
  - b have monitored, by means of reasonable methods that they have followed, the exercise of the power by the delegate.
- 6.3 **Regulation of procedure by committees:** Subject to these rules and the provisions of this Trust Deed, any committee established by the Trustees may co-opt any person to be a



member of that committee and otherwise regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee.

## 7 **Written Resolutions in Lieu of Meeting**

- 7.1 A written resolution signed by all the Trustees or by all the members of a committee shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees or members of the committee (as the case may be).

## 8 **Minutes**

- 8.1 **Minutes to be kept:** The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.
- 8.2 **Minutes to be evidence of proceedings:** Any minute of the proceedings at a meeting which is purported to be signed by the chairperson of that meeting shall be evidence of those proceedings.
- 8.3 **Minutes to be evidence of proper conduct:** Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

## 9 **Teleconference Meetings**

- 9.1 For the purposes of these rules a teleconference meeting between a number of Trustees or committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these rules relating to meetings shall apply to teleconference meetings so long as the following conditions are met:
- a all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a teleconference meeting and to be linked for the purposes of such a meeting. Notice of a teleconference meeting may be given on the telephone;
  - b throughout the teleconference meeting each participant must be able to hear each of the other participants taking part;
  - c at the beginning of the teleconference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
  - d a participant may not leave the teleconference meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the teleconference meeting unless he or she leaves the meeting with the Chairperson's express consent;
  - e a minute of the proceedings at the teleconference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting.

10 **Form of Contracts**

- 10.1 **Contracts by deed:** Any contract which, if made between private persons, must be by deed, shall, if made by the Trust, be in writing signed under the name of the Trust by any three Trustees, provided one is the chairperson or deputy chairperson.
- 10.2 **Other Contracts:** Any other contract shall, if made by the Trust, be in writing signed under the name of the Trust by a person acting with the express or implied authority of the Trustees.
- 10.3 **Contracts pursuant to resolution:** Notwithstanding anything to the contrary in this clause 10, no contract made by or on behalf of the Trust shall be invalid by reason only that it was not made in the manner provided by this clause if it was made pursuant to a resolution of the Trustees.

Released under the Local Government Official Information and Meetings Act

## Fourth Schedule: Procedure for passing Special Resolution

### 1 This Schedule to Apply

#### 1.1 A Special Resolution to:

- a approve a Major Transaction in accordance with clause 2.5; or
- b amend this Trust Deed in accordance with clause 26; or
- c terminate the Trust in accordance with clause 27;

shall only be passed as set out in this Schedule.

### 2 Postal Voting and Special General Meeting

#### 2.1 Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the special general meeting held for the purposes of considering the Special Resolution, or by post.

### 3 Voting

#### 3.1 In order for a Special Resolution to be passed it must receive the approval of not less than 75 percent of those Adult Members of Taranaki Whānui ki Te Upoko o Te Ika who validly cast a vote on the proposed Special Resolution in accordance with this Schedule.

### 4 Special General Meeting Required

#### 4.1 A special general meeting of the Trust must be called for the purposes of considering one or more Special Resolutions. No other business may be transacted at such special general meeting.

### 5 Notice

#### 5.1 **Notice of special general meeting:** The Trustees shall give not less than 20 Business Days notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the special general meeting shall be given in the same notice).

#### 5.2 **Method of giving notice:** Notice of a special general meeting called for the purposes of considering a Special Resolution shall be:

- a in writing and posted to all Adult Members of Taranaki Whānui ki Te Upoko o Te Ika at the last address shown for each such Adult Member of Taranaki Whānui ki Te Upoko o Te Ika on the Taranaki Whānui Register ki Te Upoko o Te Ika; and
- b Advertised prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Adult Members of Taranaki Whānui ki Te Upoko o Te Ika reside.

#### 5.3 **Content of notice to members:** All notices given in accordance with rule 5.2(a) of this Schedule shall contain:



- a the date, time and place of the special general meeting called for the purposes of considering the Special Resolution;
- b details of the proposed Special Resolution;
- c details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- d details of the procedure to be followed in making a postal vote, including the date postal voting closes;
- e a statement that postal votes may either be delivered to the Chief Returning Officer at the special general meeting, or posted; and
- f a voting form.

5.4 **Content of advertisement:** All advertisements published in accordance with rule 5.2(b) shall contain the matters referred in rule 5.3(a) and (b) together with details of how and where any further information can be obtained.

## 6 **Postal Voting**

6.1 **Other details to accompany vote:** Each voting form must contain sufficient information to identify the voter and the voting documents issued to that voter.

6.2 **Timing of Postal Votes:** Votes must be cast no later than the closing date for voting. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 Business Days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

6.3 **Postal Votes may be received at the Special General Meeting:** Voting forms may be delivered to the Chief Returning Officer at the special general meeting, rather than being posted.

## 7 **Appointment of Chief Returning Officer**

7.1 **Appointment of Chief Returning Officer:** For the purposes of the Special Resolution, the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust, and who shall be a person of standing within the community.

7.2 **Chief Returning Officer to receive voting forms:** Voting forms must be addressed to the Chief Returning Officer.

7.3 **Chief Returning Officer to be present at Special General Meeting:** The Chief Returning Officer must be present at the special general meeting. The Chief Returning Officer will be available to collect any completed voting forms at the special general meeting. The Chief Returning Officer shall also ensure that additional voting forms are available at the special general meeting.

7.4 **Only one vote to be cast:** The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Taranaki Whānui ki Te Upoko o Te Ika who votes on the special resolution.

7.5 **Recording of votes:** A record shall be kept by the Chief Returning Officer of all votes received.

## 8 **Counting of Votes**

8.1 **All votes to be counted:** Upon the expiry of the date for the receipt of votes, the Chief Returning Officer shall record and count all votes validly cast.

8.2 **Certification and notifying result:** Once all votes have been counted and the result of the Special Resolution determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the Special Resolution and communicate the result to the Trust.

## 9 **Proceeding at Special General Meeting**

9.1 Except as otherwise set out in this Schedule the provisions of clause 14 shall apply to the holding of any special general meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly.

Released under the Local Government Official Information and Meetings Act

## Submissions from Port Nicholson Block Settlement Trust (the Trust) concerning an application for rates relief in reliance on the Hutt City Council (HCC) Rates Remissions policy

### 1. The Trust

The Trust was established in 2009 to receive the settlement from the Crown, pursuant to the deed of settlement agreed between the Crown and the Trust concerning the Crown's breaches of the Treaty of Waitangi.

The Trust has approximately circa 20,000 members.

The Trust holds various assets, including land.

The Trust is not just commercial, being a post settlement governance entity, it has been established to receive the settlement from the Crown and to work with Crown and other agencies to advance the economic, cultural, social and environmental wellbeing of its members.

In summary the aspirations and purpose of the Trust is social as well as commercial in aspiration and outlook.

The Trust is representative of Te Atiawa, Ngati Mutunga, Ngati Ruanui and other iwi from the Taranaki area whose rohe is set out immediately below:



### 2. HCC

HCC is the local body which administers the local body laws and rules within part of the rohe of the Trust.



HCC has in place a rates remission policy (the **Policy**), which provides criteria upon which a party may apply for the remission of rates.

The Trust has previously been recognised by HCC as having a social ambit and HCC recognised this by granting the Trust an exemption concerning developer contributions with respect to the housing development undertaken by the Trust at Wainuiomata. The housing development, known as Te Puna Wai was purposed with and has provided houses at below market prices to enable whānau to gain access to affordable houses.

HCC provides in their Policy that the objectives are to facilitate the provision of on-going community services, to promote such services to those within the region and to make membership of the organisation providing such services more accessible.

The Policy also provides conditions and criteria that would apply to any application for rates remission relief. Those conditions exclude entities which are for private pecuniary gain, which the Trust is not and provide that the applicant has to provide:

- (a) Statement of objectives – see the Trust Deed attached as Appendix “A”
- (b) Financial accounts – see the latest annual report, Appendix “B”
- (c) Strategic Goals – see the Five Year Strategic Plan, Appendix “C”
  - To maximize wealth creation and achieve economic and financial well-being;
  - To achieve social and whānau well-being;
  - To enhance cultural well-being; and
  - To restore and enhance our natural resources and environmental well-being
- (d) Details of membership – Trust has circa 20,000 of whom [ ] live within HCC catchment

Commented [A1]: [Mention was removed]

Commented [A2R1]: s7(2) can you add in here

### 3. Kaumātua Social Rental Units owned by the Trust

The Trust, via a limited liability partnership known as Lowry Bay Limited Partnership, owns 11 Kaumātua Social Rental Units (the **Units**).

The Units have been constructed for the sole purpose of providing homes for eligible members of the Trust. The Trust can verify that in constructing the Units and the associated 19 houses at Te Puna Wai and that the purpose was, and remain, the provision of social service in a cultural setting. The houses and Units were commissioned on a non-profit basis.

We provide in the diagram below a picture of the Units and can confirm at the time of writing that 9 out of the 11 Units are occupied and that we are working assiduously to enable two more members of the Trust who meet the criteria in order that they can take up residence. Separately, the Crown has recognised the social nature of the Units and has made available income rent related subsidies (IRRS) to assist the individuals who occupy the Units.

To our mind the Units fit squarely within the Policy and accordingly we seek remission as provided within the Policy of half the rates concerning the Units. The current rates

payable in respect of the Units is \$27,572 p/a and we would ask that this can be reduced to \$13,786 p/a.



**4. Presentation**

We would be more than willing to present before any HCC committee to add to speak our application.

Released under the Local Government Information and Meetings Act

**From:** s7(2)(a)  
**To:** [Olivia Miller](#)  
**Subject:** [EXTERNAL] Comment on Draft Rates Remission on Maori Land Policy  
**Date:** Wednesday, 30 March 2022 8:36:54 am  
**Attachments:** [image001.png](#)  
[WTT Comment on Draft Rates Remission on Maori Land Policy.pdf](#)

---

Kia ora Olivia,

Attached is our submission/comment on the draft policy.

I am waiting on comments on our document from a couple of people, but I am sending it to you now in anticipation that there won't be any changes at our end.

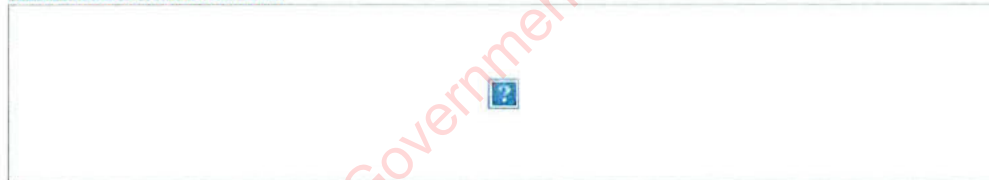
Let me know if my description of the situation we talked about in Wainui makes sense!

Ngā mihi

s7(2)(a)  
**Relationship Liaison Officer**

s7(2)(a)  
s7(2)(a) [@tekau.maori.nz](#)

24d Marine Parade, Petone 5012  
PO Box 39 294, Wellington Mail Centre, Lower Hutt 5045  
[www.tekau.maori.nz](http://www.tekau.maori.nz)



*Please be aware to keep our whānau and friends safe we will require that all guests aged 12 and over visiting us at our offices here at Te Raukura, Te Wharewaka o Pōneke and Hīkoikoi are double vaccinated. A Vaccination Certificate will be required on entry from 1<sup>st</sup> December 2021.*

Released under the Local Government Official Information and Meetings Act



28 March 2022



Hutt City Council  
30 Laings Road  
Lower Hutt

Tena Koe,

**Submission: Hutt City Council Draft Rates Remission on Māori Land Policy**

Our submission on the review of the Hutt City Draft Rates Remission on Māori Land Policy follows. The submission has been prepared by Hikoikoi Management Limited on behalf of the Wellington Tenth Trust and Palmerston North Māori Reserves Trust.

For further information please contact s7(2)(a) or by email at s7(2)(a) @tekau.maori.nz

Nāku noa, nā

s7(2)(a)

Relationships Liaison Officer



## **Tū Tama Roto, Tū Tama Waho**

To know oneself, is to know others

### **Submission:**

**Hutt City Council Draft Rates Remission on Māori Land Policy**

### **Background**

Wellington Tenth's Trust is an Iwi Authority established as a result of the agreement between the New Zealand Company and the Rangatira of Te Ātiawa in 1839. The Trust is an Ahu Whenua Trust operating under Te Ture Whenua Māori Act 1993.

The Palmerston North Māori Reserve Trust is an Ahu Whenua Trust constituted under Section 244 of Te Ture Whenua Māori Act 1993. This Trust originated through an act of the Crown in 1866 when Governor Grey exchanged Te Ātiawa land interests in Wainuiomata, Lower Hutt, with a block of land which is now part of central Palmerston North.

Palmerston North Māori Reserve Trust and Wellington Tenth's 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 in the takiwā of Wellington, Lower Hutt and Upper Hutt cities.

The Trusts have approximately 7500 owners and their whanau, representing a total of over 20,000 people.

Hikoikoi Management Limited is the company responsible for managing, maintaining and increasing the assets and interests of the Wellington Tenth's Trust and the Palmerston North Māori Reserve Trust and their associated entities for the benefit of its owners.

## **Support for the Draft Policy**

We support the council's Draft Rates Remission on Māori Land Policy. The difficulties around the rating of Māori land are longstanding. Whānau have long raised the issue of rates as a barrier to the use and development of their land.

We are particularly pleased with the purpose of the draft policy. Historic rates arrears have consistently been a barrier for whanau achieving their aspirations for their whenua and historically in some instances rates arrears have been used as a reason to confiscate whenua.

## **Issues for consideration**

A representative of the trust met with council officers on 16 March to discuss the draft policy and raise an area that needed to be addressed.

To be considered for rates remission an application must be made to council. This presupposes that all owners of Maori land have an individual or a representative body such as a trust that is authorised or has the responsibility to make that application.

At our meeting on 16 March, we discussed a block of Maori Freehold land on the Wainuiomata Coast Road that is divided into four sections. These sections have multiple owners with the number ranging from 23 for two of the sections, 49 for the third and the fourth section having 271 owners. All the owners have different amounts of shares. In many cases the owners are deceased, and whanau have not succeeded to shares. Some of the owners have been deceased for up to 80 years.

To confuse matters further the rates demand is currently addressed to a person who has been deceased since 1966. The direct whanau of this person had been living on the block for approximately 100 years until the early 2000s when the last whanau member living on the block passed away.

Unfortunately, as a result of only one whanau living on the block most owners have had no direct contact with the whenua or even know that they should succeed to shares and this has meant there is little interest in the block. Another elderly whanau member has taken over responsibility for the rates and without this it is likely that there would be rates arrears. Most owners in the block have no idea of the current situation.

This block does not have a representative body such as a trust and no one individual has been authorised to make an application. We discussed this with council officers and put the question to them about how in this situation an application could be made.

Since speaking with council officers on 16 March the draft policy has been amended to allow for any owner in the case of collective ownership to apply for a rates remission. We commend the council officers for recognising the need for this amendment.



There is one further recommendation we would like to make that relates to the situation described previously.

Condition 4 of the policy allows council of its own volition to:

“investigate and grant remission of all or part of the rates (including penalties for unpaid rates) on any Māori land in the region.”

We support this condition but recommend that the policy be amended to ensure council investigates all parcels of Maori land where an application for remission has not been received and encourage the owners to make an application where appropriate.

We understand that this may create additional work for council but we believe that this may alleviate the situation described previously where it's likely that the owners of the land in questions would have no idea that an application for remission could be made.

### **Recommendation**

It is our recommendation that the Hutt City Council adopt the policy with our proposed amendment.

**From:** s7(2)(a) [redacted]@tekau.maori.nz>  
**Sent on:** Monday, March 28, 2022 9:51:09 PM  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**Subject:** RE: [EXTERNAL] Draft Rates Remission on Māori Land Policy for comment

Kia ora Olivia,

Can you give me a call when you are free?

s7(2)(a) [redacted]

Ngā mihi

s7(2)(a) [redacted]

**Relationship Liaison Officer**

s7(2)(a) [redacted]

E s7(2)(a) [redacted]@tekau.maori.nz

24d Marine Parade, Petone 5012

PO Box 39 294, Wellington Mail Centre, Lower Hutt 5045

[www.tekau.maori.nz](http://www.tekau.maori.nz)



*Please be aware to keep our whānau and friends safe we will require that all guests aged 12 and over visiting us at our offices here at Te Raukura, Te Wharewaka o Pōneke and Hikoikoi are double vaccinated. A Vaccination Certificate will be required on entry from 1<sup>st</sup> December 2021.*

**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**Sent:** Tuesday, 29 March 2022 9:39 am  
**To:** s7(2)(a) [redacted]@tekau.maori.nz>  
**Cc:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>  
**Subject:** RE: [EXTERNAL] Draft Rates Remission on Māori Land Policy for comment

Morena s7(2)(a) [redacted]  
Kei te pēhea koe?

I just wanted to touch base about this and confirm whether you would still like to make a submission on this Proposed Policy?

If at all possible, a brief summary of the questions/ views you brought to our hui on this mahi (doesn't need to be anything lengthy or formal) would be helpful for us in terms of discussing with Council the feedback we've received as part of the preconsultation process with landowners and mana whenua partners. If you don't have time, we can of course provide a summary of our korero to them but I think, if possible, its best they have it in the words of the submitters themselves.

Let me know if you'd like to discuss this further at all, and if you are planning to send something in, when you think you will be able to do this.

Nga mihi,  
Olivia

**Olivia Miller**  
Policy Advisor

Hutt City Council, 30 Laings Road, Lower Hutt 5040  
**P:** 04 570 6966 **M:** **W:** [www.huttcity.govt.nz](http://www.huttcity.govt.nz)



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**From:** Olivia Miller <[Olivia.Miller@huttcity.govt.nz](mailto:Olivia.Miller@huttcity.govt.nz)>  
**Sent:** Wednesday, 16 March 2022 5:00 PM  
**To:** s7(2)(a) <[REDACTED]> @[tekau.maori.nz](mailto:tekau.maori.nz)>  
**Subject:** Re: [EXTERNAL] Draft Rates Remission on Māori Land Policy for comment

Kia ora s7(2)(a) <[REDACTED]>

Thank you for your time.

Not at all. part of the reason we feel it is important to talk through the policy with Maori freehold land owners, as well as our Mana Whenua partners, before the proposed policy goes to council is to work through the practicalities of implementing this policy and having specific examples such as you



were able to give us is an important part of the processes to ensure we're putting forward a policy that will have the intended impact in practice. Thank you for your involvement in this mahi.

If possible we'd like to have all feedback by 28th March so we have time to incorporate it/ make any changes that may be needed before our paper work needs to be submitted to council. However, I appreciate this is a tight deadline and we can have some flexibility about this date so please let me know if that's an issue.

You are also very welcome to make a submission as an individual/ on behalf of your whanau. It can be helpful for councillors to hear directly from the community when making decisions on matters such as these.

Please reach out if there is anything further you would like to discuss or any other patai you think of.

Nga mihi,  
Olivia

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**From:** s7(2)(a) <[REDACTED]@tekau.maori.nz>  
**Sent:** Wednesday, March 16, 2022 2:54:08 PM  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**Subject:** [EXTERNAL] Draft Rates Remission on Māori Land Policy for comment

Kia ora Olivia,

Thanks for arranging the hui this afternoon. Didn't mean to hijack it for the purposes of my own whanau.

I will send a formal response regarding the policy through to council. What is the deadline?

Ngā mihi

s7(2)(a)

Relationship Liaison Officer

s7(2)(a)

s7(2)(a)

<[REDACTED]@tekau.maori.nz>

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[www.tekau.maori.nz](http://www.tekau.maori.nz)



Managers of:

Wellington Tenth Trust • Palmerston North Māori Reserve Trust  
Te Wharewaka o Pōneke • Ngahuru Charitable Trust

*Please be aware to keep our whānau and friends safe we will require that all guests aged 12 and over visiting us at our offices here at Te Raukura, Te Wharewaka o Pōneke and Hikoikoi are double vaccinated. A Vaccination Certificate will be required on entry from 1<sup>st</sup> December 2021.*



**Managers of:**

Wellington Tenhs Trust • Palmerston North Māori Reserve Trust  
Te Wharewaka o Pōneke • Ngahuru Charitable Trust

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-----Original Appointment-----

**From:** Olivia Miller <[Olivia.Miller@huttcity.govt.nz](mailto:Olivia.Miller@huttcity.govt.nz)>

**Sent:** Tuesday, 15 March 2022 9:59 am

**To:** s7(2)(a) Matiu Jennings; Kiri Waldegrave; Alicia Andrews

**Subject:** Remission on Maori Land Policy Korero

**When:** Wednesday, 16 March 2022 1:30 pm-2:00 pm (UTC+12:00) Auckland, Wellington.

**Where:** Microsoft Teams Meeting

Morena s7(2)(a)

Following a hui we've just had on this mahi I think its best to have this chat with the Council project team rather than an initial call and then needing a follow up (based on the questions we've just been asked I may not be the one most likely to know the answers).

If this time doesn't suit, feel free to propose another time and additionally if there is anyone else from your end who you would like to invite please do so.

Look forward to speaking with you,

Nga mihi,  
Olivia

---

## Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

[Learn More](#) | [Meeting options](#)

---

**Olivia Miller**  
Policy Advisor

Hutt City Council, 30 Laings Road, Lower Hutt 5040

**P:** 04 570 6966 **M:** **W:** [www.huttcity.govt.nz](http://www.huttcity.govt.nz)

**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller  
**Sent on:** Tuesday, March 15, 2022 9:46:40 PM  
**To:** s7(2)(a)@tekau.maori.nz  
**CC:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz> s7(2)(a)@tekau.maori.nz  
**Subject:** RE: [EXTERNAL] RE: Remission on Maori Land Policy Korero

Morena s7(2)(a)

I have sent the invite to s7(2)(a) now, but if this time doesn't suit or you think you'd like longer than 30 minutes do please let us know another time that would suit – unfortunately by the looks of peoples diaries there are appointments backing up against when this one finishes so it's unlikely the hui will be able to be extended beyond that time this afternoon, however very happy to arrange a different time if a longer korero is wanted.

Nga mihi,  
Olivia

**From:** s7(2)(a)@tekau.maori.nz  
**Sent:** Wednesday, 16 March 2022 10:34 AM  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**Subject:** [EXTERNAL] RE: Remission on Maori Land Policy Korero

Kia ora,

s7(2)(a) has expressed an interest in attending the meeting this afternoon if she is available. Can you send her an invite? She may be able to get out of the session she is in to attend. Otherwise, it will just be me.

s7(2)(a)

Ngā mihi

s7(2)(a)

Relationship Liaison Officer

s7(2)(a)

s7(2)(a)@tekau.maori.nz

24d Marine Parade, Petone 5012  
PO Box 39 294, Wellington Mail Centre, Lower Hutt 5045  
[www.tekau.maori.nz](http://www.tekau.maori.nz)



**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller  
**Sent on:** Tuesday, April 26, 2022 1:22:54 AM  
**To:** s7(2)(a)@waiwhetumarae.co.nz  
**Subject:** speaking at PFS committee meeting

Kia ora s7(2)(a)

Kei te pēhea koe?

I just wanted to send you a quick email to confirm whether you are still planning to speak at the PFS committee meeting this Thursday and assuming that you are, that you have all the information (links etc) you need to do this? Please let me know if you have any pātai.

Ngā mihi,  
Olivia

*My work days are Monday and Tuesday. For anything urgent outside of these days please contact Kiri Waldegrave on [Kiri.Waldegrave@huttcity.govt.nz](mailto:Kiri.Waldegrave@huttcity.govt.nz)*

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**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller  
**Sent on:** Wednesday, March 30, 2022 3:21:50 AM  
**To:** Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; s7(2)(a) [REDACTED]  
s7(2)(a) [REDACTED]@wmtrust.co.nz  
**CC:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; s7(2)(a) [REDACTED]  
s7(2)(a) [REDACTED]@portnicholson.org.nz  
**Subject:** RE: [EXTERNAL] RE: submission on proposed policy

Kia ora s7(2)(a) [REDACTED]

Its all sorted and democratic services will send you an invitation to the committee meeting shortly. At this stage it is being held on zoom, but you will be updated if that changes.

Nga mihi,  
Olivia

**From:** Olivia Miller  
**Sent:** Tuesday, 29 March 2022 1:00 PM  
**To:** Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; s7(2)(a) [REDACTED]  
s7(2)(a) [REDACTED]@wmtrust.co.nz  
**Cc:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; s7(2)(a) [REDACTED]@portnicholson.org.nz  
**Subject:** RE: [EXTERNAL] RE: submission on proposed policy

Kia ora s7(2)(a) [REDACTED]

Following Matiu's email I have contacted Democratic services to see if there is anything that needs to be done in relation to speaking under Council Standing Order 30, they will discuss it with the committee chair and I will let you know when I find out and can assist with organising it as needed.

In terms of a written submission on the preconsultation document we sent out with the draft policy to Maori Freehold Landowners and our Mana Whenua Partners, we had asked for feedback by yesterday to give us time to make any amendments that may arise from the feedback before our paperwork needs to be submitted at the end of this week. It would be my hope that because of the number of korero we've had about this mahi throughout this process we would already have addressed any concerns or questions you may have about the policy in the draft that we are putting forward. However, if you have any outstanding concerns or suggested changes to the draft policy can you please let us know as soon as possible so we can see if there is a way to amend the proposed policy in response to them ahead of the draft going to the committee meeting? This doesn't need to be a particularly complex written document, but it would be helpful to have written copy of your views on the proposed policy for the report we are writing on the feedback we have received and any changes that have been made to the proposed policy in response to them.

Nga mihi,  
Olivia

**From:** Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>  
**Sent:** Tuesday, 29 March 2022 12:01 PM

To: s7(2)(a)@wmtrust.co.nz>

Cc: Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; Olivia Miller <Olivia.Miller@huttcity.govt.nz>; s7(2)(a)

s7(2)(a)@portnicholson.org.nz>

**Subject:** RE: [EXTERNAL] RE: submission on proposed policy

Tēnā anō koe e whae,

I'm happy to hear that you have some interest in speaking to Council on this kaupapa.

Please also note that Council Standing Order 30 would apply when speaking to the Policy, Finance and Strategy Committee on this kaupapa, whereby Mana Whenua representatives present at any meeting of a committee and subcommittee have the same speaking and voting rights as the permanent members of that committee or subcommittee. Mana Whenua may also be represented at that meeting by such number of representatives as is equal to the number of permanent members of that committee or subcommittee who are present at that meeting.

It is quite an old Standing Order so you will have excuse some of the wording, but I have attached a copy of this for your reference ☺

Ka nui te aroha,

Matiu

**From:** s7(2)(a)@wmtrust.co.nz>

**Sent:** Tuesday, 29 March 2022 11:39 AM

**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>; s7(2)(a)@portnicholson.org.nz>

**Cc:** Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>

**Subject:** [EXTERNAL] RE: submission on proposed policy

Hi, when is the date scheduled for submissions to council can you advise please. I would like the opportunity to speak to council about this.

Thanks Olivia

Nga mihi

s7(2)(a)

Released under the Local Government Official Information and Meetings Act



**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller

**Sent on:** Monday, March 21, 2022 7:30:09 PM

**To:** s7(2)(a)@portnicholson.org.nz; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; s7(2)(a)@waiwheturarae.co.nz

**Subject:** RE: [EXTERNAL] Re: this mornings catch up hui

Morena s7(2)(a)

Thank you for the idea, I agree that would be a good way of making things clear. We actually already have a document like this comparing the old legislation with the changes under the new legislation so we could update this table to include the expansion of the scope we are proposing and a breakdown of the different types of land this policy would apply to and what that would look like.

It wouldn't form part of the policy as such but it could be an additional resource we have to help explain the policy to anyone who would like further clarity.

Ki ora for this s7(2)(a)  
Olivia

**From:** s7(2)(a)@portnicholson.org.nz  
**Sent:** Tuesday, 22 March 2022 8:04 AM  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Matiu Jennings <Matiu.Jennings@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; s7(2)(a)@waiwheturarae.co.nz  
**Subject:** [EXTERNAL] Re: this mornings catch up hui

Morena Olivia

Perhaps a flow chart / decision tree would assist landowners. It would need all types of Māori freehold land and the treatment and impact of rates to a final outcome. A before and after position would then highlight the change.

Just a thought.

s7(2)(a)

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**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz> on behalf of Olivia Miller  
**Sent on:** Thursday, March 3, 2022 2:24:15 AM  
**To:** s7(2)(a)@wmtrust.co.nz  
**Subject:** RE: [EXTERNAL] RE: Update on Māori Freehold Land Policy

Tena Koe s7(2)(a)

You are very welcome, your involvement in this mahi is very valuable to us and we really appreciate the time and effort you have put in to it. Completely understand that this must be a very busy time for you, if for any reason you are unable to attend the hui next week I'll send you an update after to let you know anything that comes out of it.

Hope you are well

Nga mihi,  
Olivia

**From:** s7(2)(a)@wmtrust.co.nz  
**Sent:** Thursday, 3 March 2022 3:18 PM  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**Subject:** [EXTERNAL] RE: Update on Māori Freehold Land Policy

Tena Koe Olivia, thanks for the update. Really appreciate it. I am sorry I have been unable to zoom it but covid has kept us really busy. I will come into the next session.

Ki a pai to ra.

Nga Mihi

s7(2)(a)

Released under the Local Government Official Information and Meetings Act

**From:** s7(2)(a)@waiwhetumarae.co.nz  
**Sent on:** Monday, November 29, 2021 11:42:07 PM  
**To:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Cam Kapua-Morrell <Cameron.Kapua-Morrell@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; Bina Govind <Bina.Govind@huttcity.govt.nz>  
**Subject:** RE: [EXTERNAL] RE: Review of Remission and Postponement of Rates on Māori Freehold Land Policy

Tena Koe Olvia,

Can we zoom on the 07.12.2021 at 10a.m please. We have a regular collective heath hui with maori providers and the marae every Tuesday which starts at 9a.m and will be finished by 10a.m.

Thanks and I look forward to having Cameron on the zoom as he has a wealth of knowledge to share.

Nga Mihi

s7(2)(a)

Manager

**From:** Olivia Miller <Olivia.Miller@huttcity.govt.nz>  
**Sent:** Monday, 29 November 2021 2:34 pm  
**To:** s7(2)(a)@waiwhetumarae.co.nz; Kiri Waldegrave <Kiri.Waldegrave@huttcity.govt.nz>; Cam Kapua-Morrell <Cameron.Kapua-Morrell@huttcity.govt.nz>; Alicia Andrews <Alicia.Andrews@huttcity.govt.nz>; Bina Govind <Bina.Govind@huttcity.govt.nz>  
**Subject:** RE: [EXTERNAL] RE: Review of Remission and Postponement of Rates on Māori Freehold Land Policy

Tena koe s7(2)(a)

Wonderful I'm very pleased to hear that. There are a few people here at Council I think it would be helpful to have as part of this korero: Alicia Andrews and Bina Govind from our rates team, Kiri Waldegrave who is John's replacement and Cam Kapua-Morrell. Here are some times that suit us this side of Christmas, or we can wait until the new year, let us know what would work for you and anyone at you end who you would like to invite.

Tuesday, December 7<sup>th</sup> 9:00- 11:00  
Monday 20<sup>th</sup> December 9:00-11:00  
Tuesday 21<sup>st</sup> December 9:00-12:00 or 2:00-3:00

What is your preference in having this hui kanohi ki te kanohi or virtually?, we will take your lead on this and are happy to come to you or you are very welcome to come to us.

Nga mihi,



Olivia  
**Olivia Miller**  
Policy Advisor

Hutt City Council, 30 Laings Road, 5040, Lower Hutt 5040, New Zealand

T 04 570 6966, W [www.huttcity.govt.nz](http://www.huttcity.govt.nz)



From: s7(2)(a) <[REDACTED]@waiwhetumarae.co.nz>  
Sent: Monday, 29 November 2021 1:25 PM  
To: Olivia Miller <[Olivia.Miller@huttcity.govt.nz](mailto:Olivia.Miller@huttcity.govt.nz)>  
Subject: [EXTERNAL] RE: Review of Remission and Postponement of Rates on Māori Freehold Land Policy

Tena Koe Olivia, thanks for the email. Yes we definitely want to be involved in these reforms and it would be great to meet up and have a korero.

I will place this memo to the Trustees of the marae, Urua and our Runanganui for there consideration also.

Send me some dates for meeting up to have a korero.

Nga Mihi

s7(2)(a)  
Manager

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