

ACCORD

**TŪWHARETOA MĀORI
TRUST BOARD**

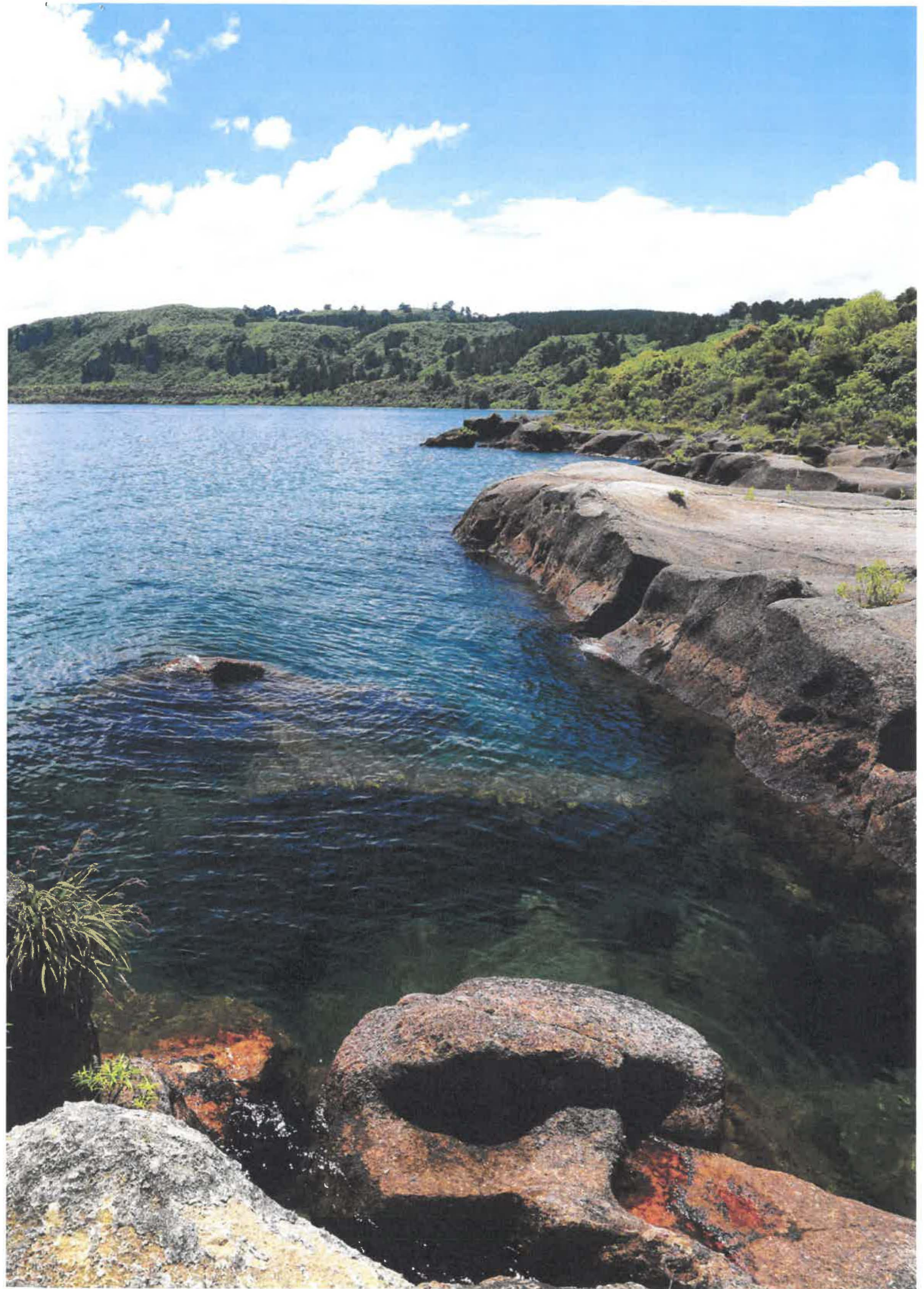
AND

THE CROWN

MAHI RANGATIRA KI TE IWI



TŪWHARETOA
MĀORI TRUST BOARD



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TAUPŌ WATERS AND THE WAIKATO RIVER

The North Island of Aotearoa is referred to as Te Ika a Māui, the great fish of Māui. The fish's tail is to the far north, his fins encompass the Taranaki coastline to the west and the East Cape to the east, and his mouth is located at Te-Whanganui-ā-Tara.

The sacred waters that fall upon the mountain peaks of the Central North Island, known as Te Pito o Te Motu (the umbilical cord to the land), feed the rivers and streams that are the life-giving arteries to the land within Te Puku o Te Ika (the belly of the fish).

At the heart of Te-Ika-a-Māui is Te Manawa o Te Ika a Māui (the heart of the great fish of Māui) known by Ngāti Tūwharetoa as Te Kōpua Kānapanapa o Taupō nui a Tia (the deep glistening pool of Tia).

The rivers and streams flowing into Te Kōpua Kanapanapa provide sustenance to the sacred waters, which leave through the only departure point at Te Hikuwai to flow as Te Awa o Waikato to feed the extremities of the fish's body to the areas of the north and the east.

The blood to the land in each stream and river has a whakapapa. The waterways are all related and each has its own purpose, its own mauri. Undisturbed, each creek capillary, stream vein and river artery work in unison. Each waterway provides for different life forces such as the ngārara, ika, manu, and the people of Ngāti Tūwharetoa.

Since the time of Ngātoro-i-rangi, Tia and Tūwharetoa, who laid claim to these resources and their surroundings, the people of Ngāti Tūwharetoa have, and always will be, inextricably linked to these resources.

The Crown has a role in the preservation and protection of Lake Taupō, the Waikato River, their tributaries and wider catchments for the people of Ngāti Tūwharetoa and the public generally.

The Tūwharetoa Māori Trust Board has legal rights and responsibilities to its beneficiaries in relation to Lake Taupō, the Waikato River and their tributaries and catchments.

The Tūwharetoa Māori Trust Board and the Crown share a commitment to respect and care for these resources for present and future generations.

BACKGROUND

- A. Ngāti Tūwharetoa are the descendants of Tūwharetoa, Ngātoroirangi, Tia and other tīpuna who have occupied the Taupō region continuously since the arrival of the Te Arawa waka.
- B. Ngāti Tūwharetoa are linked by whakapapa to their lands, waterways and other taonga. This connection establishes their mana whenua, kaitiakitanga and rangatiratanga, including their right to establish and maintain a meaningful and sustainable relationship with these resources.
- C. Lake Taupō and the Waikato River are taonga of Ngāti Tūwharetoa. Lake Taupō and the Waikato River embody the mana and rangatiratanga of Ngāti Tūwharetoa.
- D. The Tūwharetoa Māori Trust Board (**Trust Board**) was constituted by section 16 of the Māori Land Amendment and Māori Claims Adjustment Act 1926 (**1926 Act**) following negotiations between the Crown and Ngāti Tūwharetoa relating to the fishery in Lake Taupō that led to an agreement embodied in section 14 of the 1926 Act.
- E. That agreement was revisited in 1992 and by Deed dated 28 August 1992 (**1992 Deed**) the Crown agreed that the ownership of the bed of Lake Taupō, the bed of the Waikato River extending from Lake Taupō to Te Toka a Tia (inclusive of Huka Falls, but excluding the site of the Taupō Control Gates) and the beds of certain rivers and streams flowing into Lake Taupō should be vested in the Trust Board to be held in trust in accordance with the 1992 Deed.
- F. In accordance with the 1992 Deed, the Taupō Nui A Tia Block, Te Awa o Waikato Ki Te Toka A Tia Block and Te Hokinga mai o te papa o ngā awa ki te Poari hei Kaitiaki o ngā Hapū o Ngāti Tūwharetoa Block (**Taupō Waters**) were vested in the Trust Board by the Māori Land Court and declared to be Māori freehold land.
- G. Pursuant to clause 3.1.2(c) of the 1992 Deed, section 14(2) of the 1926 Act was expressly preserved. That section preserves:
 - i. the right of the members of the Tūwharetoa tribe to fish for, and catch for their own use, any fish indigenous to Lake Taupō; and
 - ii. the requirement to obtain the consent of the Trust Board to sell any fish indigenous to Lake Taupō.
- H. The Crown and the Trust Board entered into a further Deed on 10 September 2007 (the **2007 Deed**), which superseded the 1992 Deed. The 2007 Deed records the agreements between the Crown and the Trust Board in respect of Taupō Waters.
- I. In order to strengthen and maintain the relationship between the parties in respect of the implementation of the 2007 Deed, the Trust Board and the Department of Conservation entered into a Memorandum of Understanding and Protocol on 20 July 2009 (**2009 MOU**).
- J. On 31 May 2010 the Crown and the Trust Board entered into a Deed in relation to co-governance and co-management of the Waikato River (**2010 Deed**), in recognition of the ownership of the Trust Board of Taupō Waters and the related interests of Ngāti Tūwharetoa in the Waikato River and its catchment.
- K. The 2010 Deed provides for the Trust Board and the Crown to develop and enter into accords to reflect a co-management relationship.
- L. Just as Taupō Waters, the Waikato River and their catchments are interrelated, so too should be the approach to their management and governance. Consistent with an integrated approach, and to maintain the integrity of all of the bodies of water in which the Trust Board and its beneficiaries have rights and interests, the parties wish to consolidate the relationship between the Trust Board and the Crown insofar as it relates to Taupō Waters, the Waikato River and their catchments.

- M. Accordingly, in entering into this Accord, the Trust Board and the Crown wish to both recognise and enhance:
- a. the relationship between the Crown and the Trust Board, particularly regarding the Trust Board's ownership of Taupō Waters and its interests in the Waikato River;
 - b. the relationship between the Trust Board and the Crown as parties to:
 - i. the 2007 Deed (and its antecedent agreements and statutory frameworks); and
 - ii. the 2010 Deed (and its consequent arrangements and statutory framework); and
 - c. their shared commitment to respect and care for the resources comprising Taupō Waters, the Waikato River and their catchments for present and future generations.
- N. This Accord supersedes the 2009 MOU between the Department of Conservation and the Trust Board.
- O. This Accord is not intended to supplant or otherwise derogate from the rights and responsibilities of the Trust Board provided for in the 2007 Deed and arising out of the Trust Board's ownership of Taupō Waters, but is intended to support those rights and interests and the exercise of the Trust Board's responsibilities.



TERMS

1. Scope of Accord

- 1.1 This Accord will apply to:
 - a. Taupō Waters [as shown on the map attached as **Appendix A** to this Accord] and its catchment; and
 - b. the Ngāti Tūwharetoa area of interest within the Upper Waikato River [being that part of the Waikato River shown within the area marked “B” on the map attached as **Appendix B** to this Accord] and its catchment, [together the **Accord Area**].
- 1.2 The Crown acknowledges that the interests of Ngāti Tūwharetoa, and the exercise of mana and rangatiratanga by Ngāti Tūwharetoa, extend beyond the Accord Area.
- 1.3 The parties acknowledge that they may, on a case by case basis, agree to engage in accordance with the principles of co-governance and co-management and the purpose and principles of this Accord on matters relating to or affecting the interests of Ngāti Tūwharetoa outside of the Accord Area.

2. Purpose

- 2.1 The purpose of this Accord (**Purpose**) is to:
 - a. maintain a strong and productive relationship between the parties through a commitment to working in partnership and in the spirit of collaboration in relation to Taupō Waters, the Waikato River and their catchments;
 - b. oversee and protect the integrity of the agreements in the 2007 Deed, the 2010 Deed and the Ngāti Tūwharetoa, Raukawa and Te Arawa River Iwi Waikato River Act 2010 (**Waikato River Act**);
 - c. recognise, provide for, sustain and enhance the mana and rangatiratanga of the owners of Taupō Waters and their interests in Waikato River, through the Trust Board, in relation to Taupō Waters, the Waikato River and their catchments;
 - d. provide for integrated governance and management in relation to restoring and protecting the health and wellbeing of Taupō Waters, the Waikato River and their catchments for present and future generations; and
 - e. reflect the parties’ shared commitment to respect and care for Taupō Waters, the Waikato River and their catchments.

3. Principles

- 3.1 In achieving the purpose of this Accord, the parties shall adhere to the following principles (**Principles**):
 - a. to undertake the highest level of good faith engagement;
 - b. to work in a spirit of co-operation and with mutual respect;
 - c. to maintain a collaborative relationship that reflects partnership;
 - d. to ensure early engagement on issues of known mutual interest and the provision of information to facilitate contribution;
 - e. to operate on a ‘no surprises’ approach;
 - f. to acknowledge that the relationship is evolving, not prescribed;
 - g. to respect the independence of the parties and their individual mandates, roles and responsibilities;
 - h. to recognise and acknowledge that both parties will benefit from working together by sharing their vision, knowledge and expertise; and
 - i. to commit to giving effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

4. Key Relationship Areas

- 4.1 Having regard to the purpose of this Accord, the key areas of focus for the parties (**Key Relationship Areas**) are:
- a. the 2007 Deed, including the implementation of outstanding matters arising from, and the performance of ongoing obligations under, that Deed;
 - b. the 2010 Deed and the Waikato River Act, including the implementation and ongoing efficacy of the co-governance and co-management arrangements and related relationships arising from that Deed and Act; and
 - c. other national and regional issues of mutual interest to the Crown and the Trust Board, including constitutional reform, legislative and regulatory reform, the management and use of natural resources, and the development, implementation and review of strategies, policies and plans under relevant statutory frameworks as they relate to Taupō Waters and the Trust Board's interests in the Waikato River.

5. 2007 Deed Commitments

- 5.1 The parties acknowledge that:
- a. a number of matters arising from the 2007 Deed that were proposed to be addressed under the engagement protocol in the 2009 MOU remain outstanding (**Outstanding Matters**); and
 - b. the 2007 Deed creates ongoing obligations between the parties,
[together, the **2007 Deed Commitments**].
- 5.2 The 2007 Deed Commitments are set out in **Appendix C** of this Accord.
- 5.3 The Trust Board and the Crown agree as a matter of priority to work together in good faith to conclude the Outstanding Matters within 12 months of signing this Accord unless otherwise agreed between the parties.

6. 2010 Deed and the Waikato River Act Arrangements

- 6.1 Consistent with the principles set out at clause 3 and the Vision and Strategy for the Waikato River, the Trust Board and the Government departments and agencies listed at Appendix D (**Crown agencies**) will engage on relevant matters including, but not limited to:
- c. support for Ngāti Tūwharetoa capacity building and training;
 - d. joint work projects relating to Taupō Waters and/or the Waikato River and/or their catchments that are of mutual interest to the Trust Board and relevant Crown agencies and within their respective capacities, resources and mandated work programmes;
 - e. opportunities for internships and secondments between Crown agencies and the Trust Board; and
 - f. opportunities for student employment or student research projects relevant to Taupō Waters and/or the Waikato River and/or their catchments.

7. Other Issues of Mutual Interest

- 7.1 The parties acknowledge that :
- a. the development, application and review of legislation, regulations, strategies, policies, and plans across a wide range of areas are relevant to, and may affect directly or indirectly, Taupō Waters and/or the Waikato River and/or their catchments; and
 - b. the Trust Board and relevant Crown agencies may be party to existing plans and other arrangements relevant to Taupō Waters and/or the Waikato River and/or their catchments.
- 7.2 Consistent with the purpose of this Accord, the parties agree to:
- a. identify and engage proactively on such issues of mutual interest and importance; and
 - b. identify and avoid any inconsistency with existing plans and other arrangements.

7.3 The parties shall notify each other of relevant issues on the signing of this Accord and annually thereafter.

8. Implementation

8.1 The relationship between the parties will be further implemented through the following formal mechanisms:

- a. a 3 year joint plan as set out in clause 9;
- b. a Chief Executives' Forum as set out in clause 10; and
- c. a Ministerial Forum as set out in clause 11.

8.2 These formal mechanisms shall not:

- a. preclude an approach to Ministers of the Crown or particular Crown agencies by the Trust Board in respect of any issue;
- b. preclude an approach to the Trust Board by Ministers of the Crown or particular Crown agencies in respect of any issue; or
- c. preclude the development of other relationship agreements between the Crown and any other representative body within Ngāti Tūwharetoa in relation to matters beyond the Trust Board's rights and responsibilities in respect of Taupō Waters and the Waikato River.

9. Joint Plan

9.1 The parties agree that following the signing of this Accord they will develop jointly a three year plan (**3 Year Plan**).

9.2 The purpose of the 3 Year Plan is to give practical effect to the purpose and principles of this Accord.

9.3 The 3 Year Plan will:

- a. identify the priorities for the forthcoming 3 year period in relation to the Key Relationship Areas identified in clause 4 and detailed in clauses 5 to 7;
- b. identify other matters of mutual interest relating to or affecting the Taupō Waters, the Waikato River and their catchments;
- c. set out agreed objectives in relation to the identified priorities and issues;
- d. contain agreed actions, including joint work programmes relating to relevant Crown agencies, to address or advance those issues; and
- e. address such other matters that are agreed between the parties.

9.4 The first 3 Year Plan will be:

- a. developed by the time of, and agreed in principle at, the Chief Executives' Forum to be held under clause 10 in 2020; and
- b. submitted for formal approval to the Ministerial Forum to be held under clause 11 in 2020.

9.5 A new 3 Year Plan will be jointly developed on the same basis in 2023 and at three yearly intervals thereafter.

9.6 The 3 Year Plan will be reviewed against its objectives at each year's Chief Executives' Forum and any amendments approved formally at the following Ministerial Forum in the same year.

10. Chief Executives' Forum

10.1 The parties to this Accord shall hold a co-hosted Chief Executives' Forum once every calendar year unless agreed otherwise. The first Chief Executives' Forum will be held in 2019.

10.2 The Chief Executives' Forum will comprise:

- a. up to three (3) individuals representing the Trust Board, one of whom shall be the Chief Executive of the Trust

Board or his or her nominee;

- b. for each Crown agency, the persons identified in **Appendix D** or a nominee (being either a Deputy-Secretary or other senior manager who reports directly to the Chief Executive for the relevant Crown agency) unless the Trust Board and the Crown agree that the matters to be discussed at the Forum are not relevant to a Crown agency and that attendance at the Forum on behalf of that agency is not required; and
- c. any other persons that the Trust Board and the Crown agree should attend a particular meeting in order to provide relevant advice on specific issue being discussed at that meeting.

10.3 The purpose of the Chief Executives' Forum is:

- a. to develop and enhance an active, functional and effective relationship between the Trust Board and relevant Crown agencies;
- b. to develop and agree in principle on a three yearly basis the 3 year plan under clause 9 above;
- c. establish a regular and informed opportunity to monitor and assess the implementation of the 3 Year Plan, including any agreed work programmes;
- d. to review and, if necessary, identify any required amendments to the 3 year plan;
- e. discuss and advance any other national or regional matters of importance relating to or affecting Taupō Waters, the Waikato River and their catchments; and
- f. consider whether engagement with additional Government departments or Crown agencies is necessary to better advance or achieve matters relating to or affecting Taupō Waters, the Waikato River and their catchments.

11. Ministerial Forum

11.1 The parties to this Accord shall hold a co-hosted Ministerial Forum once every calendar year in December unless agreed otherwise. The first Ministerial Forum will be held in 2019.

11.2 The Ministerial Forum will comprise:

- a. the Members of the Trust Board and the Trust Board's Chief Executive;
- b. for each Crown agency, the persons identified in **Appendix D** unless the Trust Board and the Crown agree that the matters to be discussed at the Forum are not relevant to the portfolio of a Minister and that attendance at the Forum by that Minister is not required; and
- c. any other persons that the Trust Board and the Crown agree should attend a particular meeting.

11.3 The purpose of the Ministerial Forum is:

- a. to develop and enhance an active, functional and effective relationship between Ngāti Tūwharetoa and the Crown as Treaty partners;
- b. to discuss the health of the relationship between the Trust Board and the Crown as it relates to Taupō Waters, the Waikato River and their catchments;
- c. to approve, on a three yearly basis, the 3 Year Plan developed under clause 9 and, from time to time, approve any amendments to that plan;
- d. to discuss any proposed changes in law or policy relating to or affecting Taupō Waters, the Waikato River and their catchments;
- e. to provide a forum for the Trust Board and relevant Ministers to discuss major strategic initiatives and to resolve, at a rangatira ki rangatira level, any major issues relating to the implementation of this Accord or the 3 Year Plan; and
- f. to discuss and advance any other national or regional matters of mutual interest or importance relating to areas or resources associated with Taupō Waters, the Waikato River and their catchments.

12. Engagement

- 12.1 The parties recognise the benefit of proactive engagement and will, as far as possible, take a no surprises approach to the exchange of reasonably available information that is relevant to, or will assist with the implementation of, this Accord.
- 12.2 The obligations in this Accord relating to communication and access to information do not apply to information that the Crown is constitutionally or legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Crown may withhold under the Official Information Act 1981.
- 12.3 The parties will maintain effective and efficient communication with one another by:
- a. ensuring that the parties have clear and agreed processes and opportunities for regular engagement, including with Ministers as required;
 - b. using kanohi ki te kanohi (face to face) contact as the preferred communication method, but also using other methods of communication;
 - c. in respect of each Crown agency identified in Appendix D providing information on the identity and contact details of primary contacts and personnel responsible for matters relating to this Accord; and
 - d. acknowledging that where communication is specified to be in writing, this includes electronic mail.
- 12.4 Where consultation is required to give effect to the Purpose and Principles set out in clauses 2 and 3 the parties will:
- a. ensure the other is consulted as soon as reasonably practicable after identifying or determining the proposal or issue to be consulted on;
 - b. provide the other with sufficient information and time to respond, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
 - c. approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the other party in relation to any of the matters that are subject to the consultation;
 - d. report back to the other party, either in writing or in person, on any decisions, and the reasons for them; and
 - e. meet, when requested by either party, to discuss options to resolve concerns.

13. Review and Amendment

- 13.1 The parties agree that this Accord is a living document that should be reviewed from time to time in order to:
- a. take account of future developments, and
 - b. explore additional co-management and co-governance opportunities that may arise as a consequence of any such developments.
- 13.2 Unless otherwise agreed, the review of this Accord will be undertaken at a Ministerial Forum meeting.
- 13.3 The parties agree that a review under clause 62 of the 2010 Deed may be conducted at the time of any review of this Accord.
- 13.4 The parties may amend this Accord by agreement in writing.

14. Dispute Resolution

- 14.1 If a dispute arises in connection with this Accord or if one party considers that there has been a breach of this Accord, then either party may invoke the disputes procedure by giving written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by either party:
- a. within 20 working days of receipt of the written notice, the relevant contact person from each of the parties will meet to work in good faith to resolve the issue;

- b. if the dispute has not been resolved within 40 working days of the process referred to in clause 14.1(a), the Chief Executive of the Trust Board and the Chief Executive of the Crown agency responsible for the relevant area will meet to work in good faith to resolve the issue; and
- c. if the dispute has still not been resolved within 40 working days of the process referred to in clause 14.1(b), and it is agreed by the parties that the issue is of significance to the relationship between the parties or the performance of this Accord, the Chairman of the Trust Board and the relevant Minister(s) will meet to work in good faith to resolve the issue.

15. Limits of Accord

15.1 This Accord supersedes the 2009 MOU provided however that the parties agree that the matters that were the subject of the commitments contained in the 2009 MOU will now be addressed pursuant to this Accord.

15.2 Subject to clause 15.1, this Accord does not override or limit:

- a. legislative rights, powers or obligations;
- b. the functions, duties and powers of the relevant Ministers, Chief Executives and any Ministry officials, or statutory officers;
- c. the functions, duties and powers of the Trust Board or the Taupō Waters Trust;
- d. the ability of the Crown to introduce legislation and/or change government policy;
- e. the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative;
- f. the ability of any hapū, marae, or whānau of Ngāti Tūwharetoa to interact or engage directly with the Crown or any Crown agency;
- g. the customary rights and interests of Ngāti Tūwharetoa or any hapū, marae, or whānau of Ngāti Tūwharetoa; or
- h. the legal rights and obligations of the parties, including:
 - i. the rights and obligations under the 2007 Deed and the 2010 Deed; and
 - ii. the obligation of the Crown to work within the conventions of the State service in engagement with non-government entities.

15.3 This Accord does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered by the Crown.

15.4 The commitments under this Accord are limited to the extent that they are within the capability, resources, mandated work programme and priorities of the Trust Board and any relevant Crown agencies.

15.5 The parties agree that they will undertake the commitments (including in the joint plan under paragraph 9) under this Accord in a manner that is consistent with the existing planning and the other arrangements to which they are a party over the Taupō Waters and its catchment and the Upper Waikato River and its catchment.

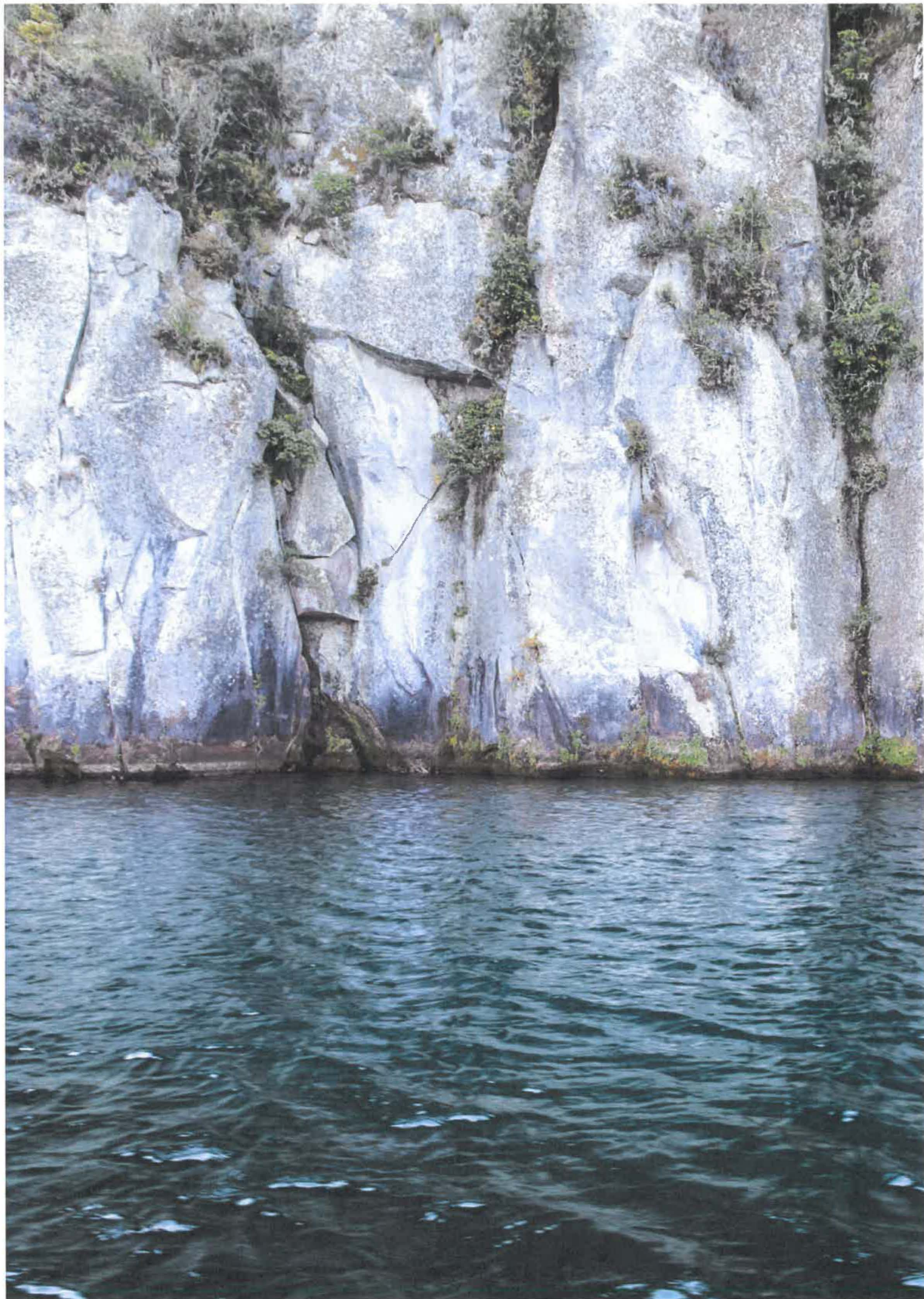
16. Effect of Accord

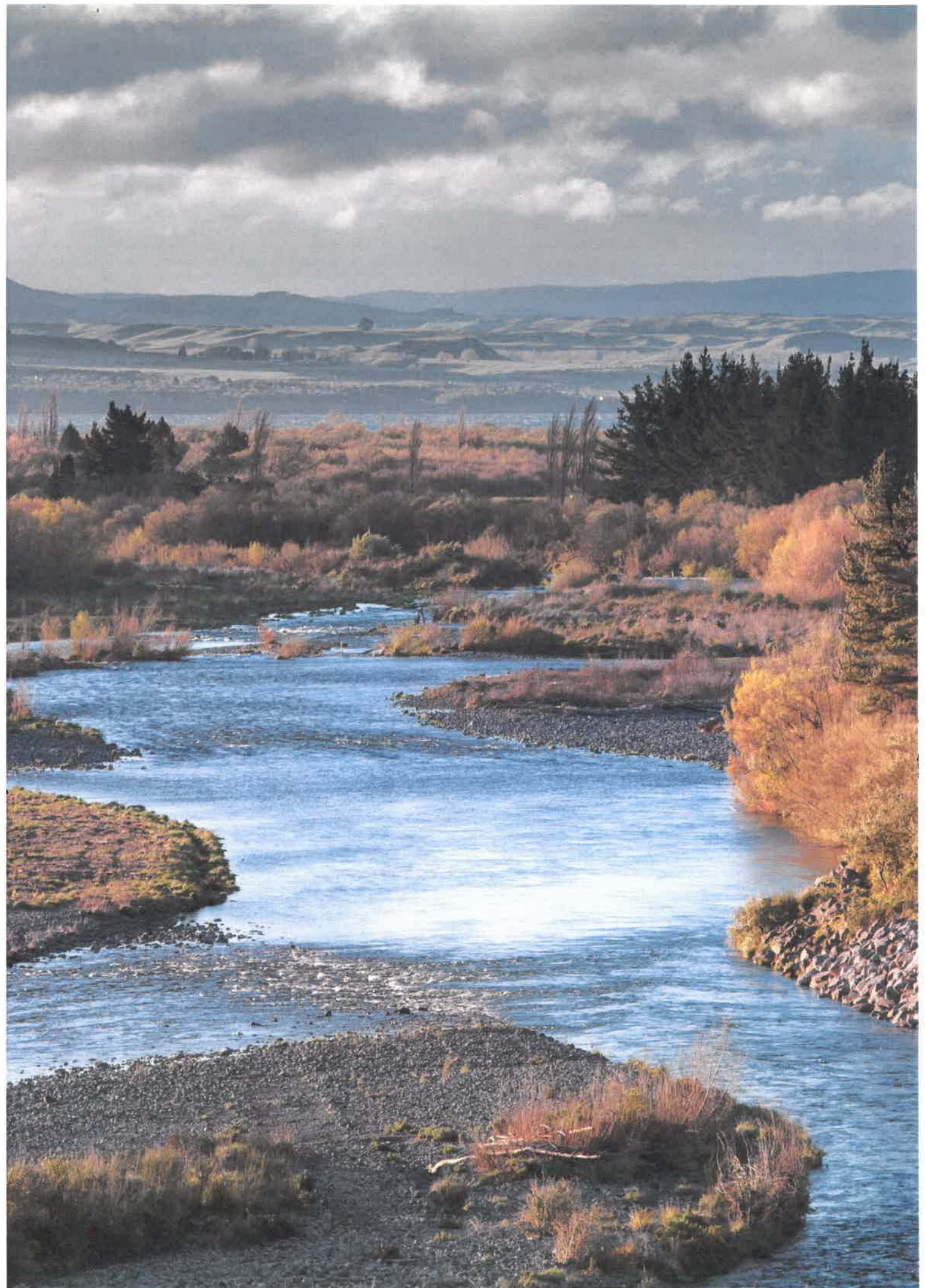
16.1 This Accord comes into effect when it is signed.

17. Interpretation

17.1 For the purpose of this Accord **“mana and rangatiratanga”**:

- a. refers to the authority that the owners of Taupō Waters and the iwi of the Waikato River have established in respect of Taupō Waters, Waikato River and their catchments over many generations;
- b. entails the exercise of rights and responsibilities to ensure that the balance and mauri (life force) of Taupō Waters, the Waikato River and their catchments are maintained; and
- c. represents the exercise of control, access to and management of Taupō Waters, the Waikato River and their catchments, including their resources.





EXECUTION

THIS ACCORD IS SIGNED this 2nd day of Hōngongoi 2019 between

the TŪWHARETOA MĀORI TRUST BOARD by




John Bishara - Chairperson



Topia Rameka - Chief Executive Officer

in the presence of: WITNESS

Name: Judy Harris
Occupation: Trustee
Address: 121 Aroha Bay Rd
Tuapō



Signature

And THE SOVEREIGN in right of New Zealand

SIGNED for and on behalf of THE SOVEREIGN IN RIGHT OF NEW ZEALAND by the Prime Minister, the Minister for Māori Crown Relations: Te Arawhiti, the Minister of Māori Development, the Minister of Conservation, and the Minister for Whānau Ora.



Right Honourable Jacinda Ardern



Honourable Kelvin Davis



Honourable Nanaia Mahuta



Honourable Eugenie Sage



Honourable Peeni Henare

in the presence of: WITNESS

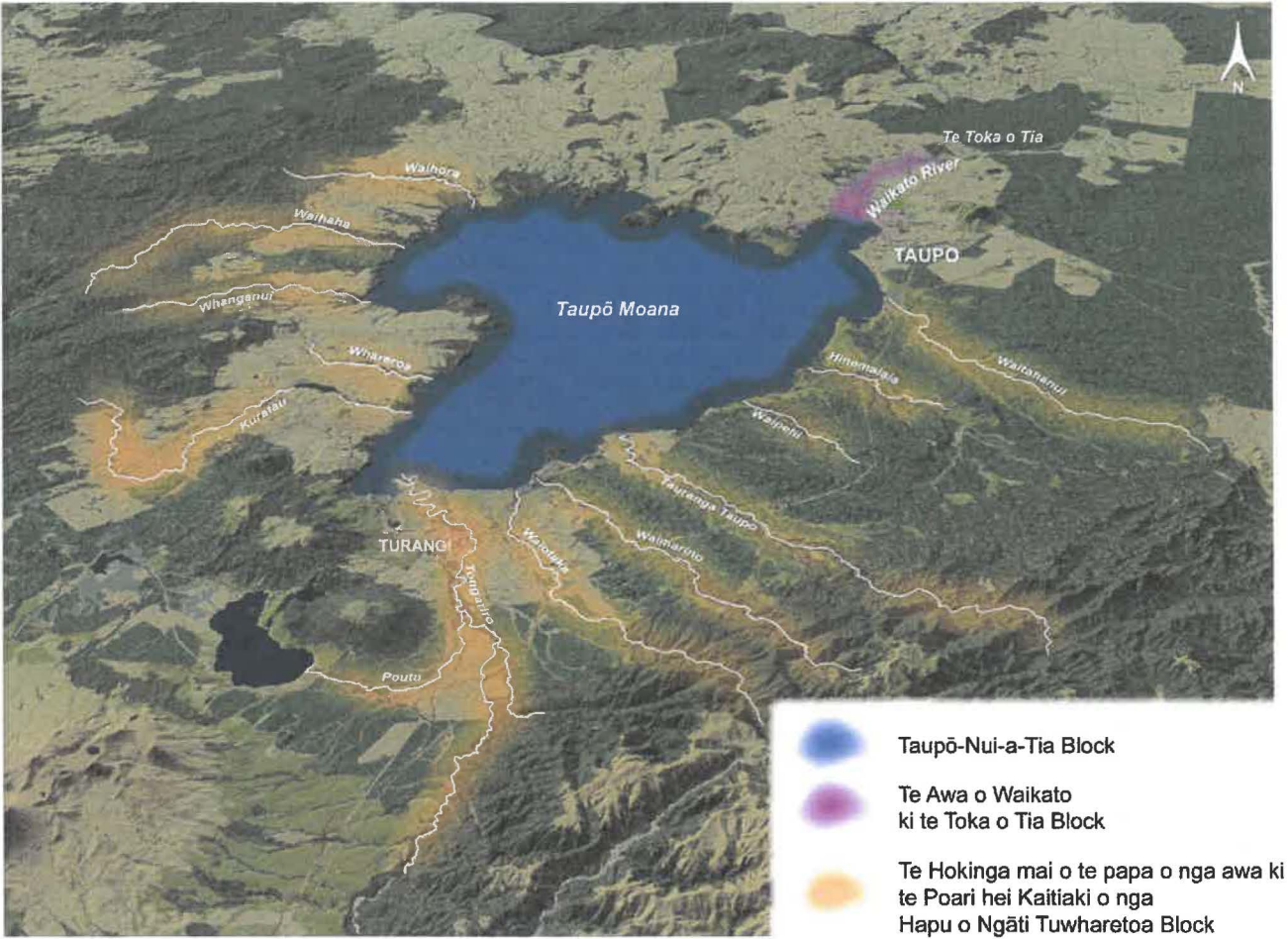
Name: Erin Keenan
Occupation: Policy Manager, Te Rūnanga Kōwhiri
Address: 143 Lambton Quay
Wellington



Signature

APPENDIX A

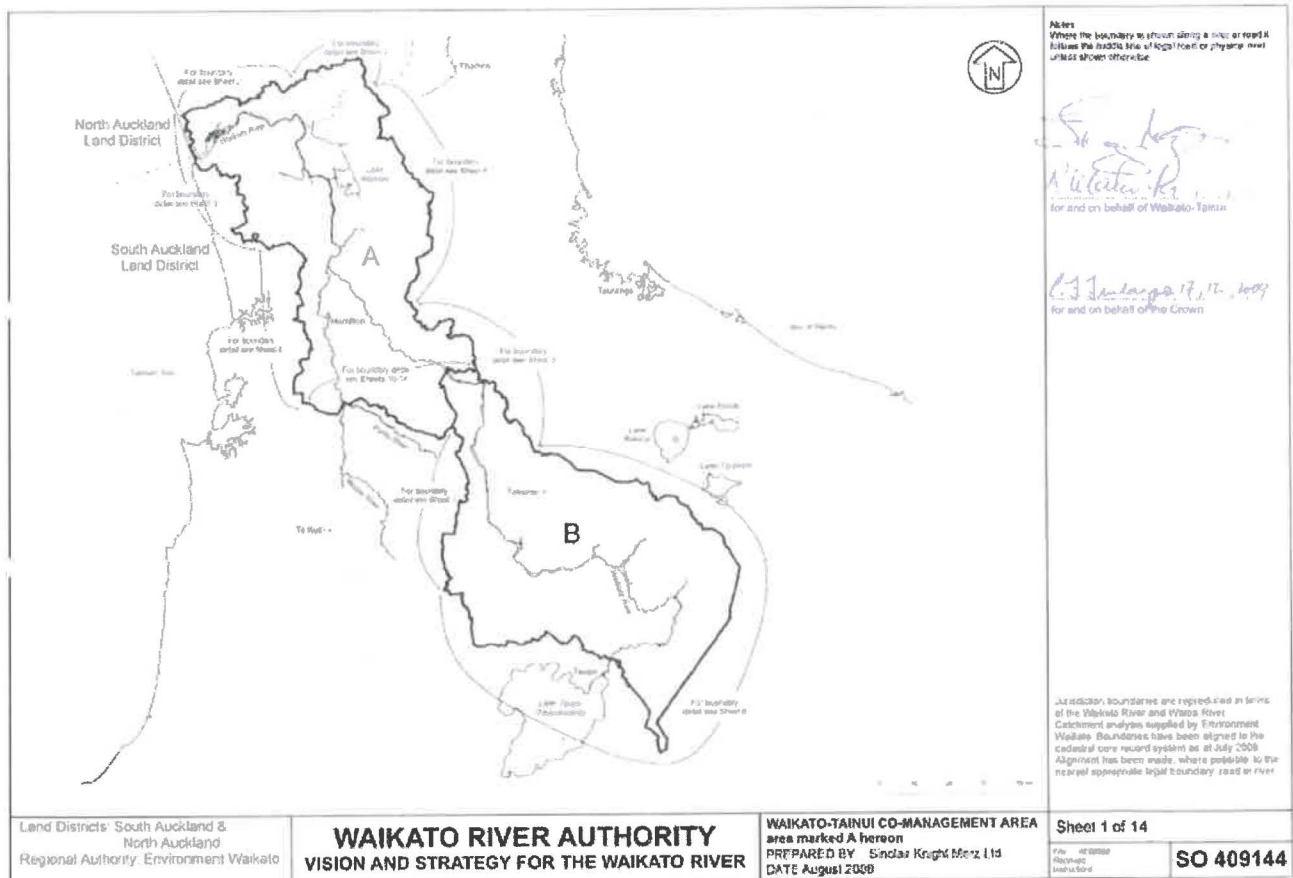
Taupō Waters



APPENDIX B

Ngāti Tūwharetoa area of interest within upper Waikato River

[being within the area marked 'B']



APPENDIX C

2007 DEED COMMITMENTS

OUTSTANDING MATTERS

1. Riverbeds

- a. The Crown has agreed to provide equivalent alternative land and/or alternative compensation pursuant to clause 2.1.2 of the Deed between the Crown and the Trust Board dated 10 September 2007 [the **2007 Deed**] in respect of the riverbeds not vested in the Trust Board, which are listed in Schedule 2 to the 2007 Deed.
- b. The Crown agencies involved are Land Information New Zealand (**LINZ**) and the Department of Conservation (**DoC**).
- c. DoC will liaise with LINZ and will then advise the Trust Board as to how the Crown wishes to deal with this issue.
- d. The Trust Board has indicated to the Crown its concern to receive land with income earning potential in lieu of that portion of the bed of the Kuratau River currently vested in King Country Energy which contributes to the generation of the electricity. The Trust Board has also indicated a desire for ownership of the bed of the Tauranga Taupō River, which enters Lake Taupō.

2. Statutory Right-of-Way

- e. The Trust Board has indicated to the Crown its concern to identify and clarify the location and terms of the statutory right-of-way created by section 14 of the Māori Land Amendment and Māori Land Claims Adjustment Act 1926.
- f. The agency of the Crown primarily responsible is Te Puni Kōkiri (**TPK**) but the issue also impinges on the responsibilities of LINZ and the Surveyor-General.
- g. The Trust Board considers that the issues require involvement of personnel with appropriate expertise.
- h. DoC will liaise with TPK and will then advise the Board as to how the Crown wishes to deal with this issue.

ONGOING OBLIGATIONS

3. Crown Structures on Taupō Waters

- i. Any proposal by the Crown to dispose of or alter its structures on Lake Taupō under clause 2.4 of the Deed or to remove structures under clause 2.5 of the 2007 Deed will be raised with the Trust Board at the earliest possible time;
- j. The Crown shall provide the Trust Board with an annual indication as to its proposals, if any, for the following year;
- k. The Trust Board shall raise maintenance issues relating to Crown structures from time to time as required.

4. Private Structures

- a. The process for removal of private structures under clause 2.5.3 of the 2007 Deed shall be discussed from time to time.

5. Legislation

- a. The Trust Board shall be provided an opportunity for input and participation at an early stage in respect of any legislation referred to in clause 3.3 of the 2007 Deed affecting Taupō Waters. This requires early and effective input from Ngāti Tūwharetoa beyond mere consultation.

APPENDIX D

RELEVANT CROWN PORTFOLIOS

Portfolio	Agency	Chief Executive Forum	Ministerial Forum
Conservation	Department of Conservation	Director-General	Minister of Conservation
Māori Development	Te Puni Kōkiri	Chief Executive	Minister for Māori Development
Environment	Ministry for the Environment	Chief Executive	Minister for the Environment
Arts, Culture and Heritage	Ministry for Culture and Heritage	Chief Executive	Minister for Arts, Culture and Heritage
Land Information	Land Information New Zealand	Chief Executive	Minister for Land Information
Crown Land	Land Information New Zealand	The Commissioner or nominee	Commissioner of Crown Lands
Energy and Resources	Ministry of Business, Innovation and Employment	Chief Executive	Minister of Energy and Resources
Local Government, including Harbour Master	Department of Internal Affairs	Chief Executive	Minister of Local Government
Primary Industries	Ministry for Primary Industries	Director-General	Minister of Agriculture Minister for Biosecurity Minister of Fisheries Minister of Forestry



TŪWHARETOA
MĀORI TRUST BOARD