

In confidence

Office of the Minister for Treaty of Waitangi Negotiations

Cabinet Social Outcomes Committee

Ngāpuhi: Crown offer for Kororipo Pa Historic Reserve

Proposal

- 1 This paper seeks Cabinet agreement to make a Crown offer to Te Rūnanga o Ngāti Rēhia Trust (**TRONR**) to transfer, as cultural redress, approximately 1.9 hectares of Kororipo Pa Historic Reserve¹ (**the Kororipo property**) to an agreed governance entity on-account of a future comprehensive Ngāpuhi Treaty settlement.
- 2 Subject to Cabinet agreement, I intend to initial a deed of on-account transfer of Kororipo Pa Historic Reserve (**the deed**) with TRONR during Waitangi 2025.

Relation to government priorities

- 3 This proposal directly relates to the Government's priority of progressing the settlement of all historical Treaty of Waitangi claims, [REDACTED]

9(2)(j)

Executive summary

- 4 Ngāti Rēhia is a Ngāpuhi hapū based in Kerikeri. Since 2022, Chief Crown Negotiator, Sir Brian Roche; and Te Arawhiti and Department of Conservation (**DOC**) officials have discussed with TRONR the potential on-account transfer of the Kororipo property, which TRONR seek to receive as kaitiaki (guardian) on behalf of Ngāpuhi.
- 5 In June, I agreed, with the Minister for Māori Development (**MfMD**) and Minister of Conservation (**MOC**) (**delegated Ministers**), to continue engagement on the Kororipo property, [REDACTED]
[REDACTED] This proposal does not pre-empt discussions with Ngāpuhi on the formation of large natural groupings (**LNG**) for Treaty settlement negotiations.
- 6 I seek Cabinet approval to make a formal offer to TRONR to transfer, as cultural redress, the Kororipo property to an agreed governance entity as kaitiaki (guardian) on behalf of Ngāpuhi. This transfer will be on-account of a future comprehensive Ngāpuhi Treaty settlement.
- 7 I also seek delegated authority for myself, as Minister for Treaty of Waitangi Negotiations (**MfTOWN**) and relevant portfolio Ministers to:
 - 7.1 approve any outstanding matters related their portfolios;
 - 7.2 agree to a proposed governance entity to receive the Kororipo property;

9(2)(j)

¹ Kororipo refers both to the whirlpool near the pā site and to the wānanga that took place inside the pā.

7.3 [REDACTED] 9(2)(j)
[REDACTED]; and

7.4 initial the deed on behalf of the Crown.

- 8 Once the deed is initialled, TRONR will undertake ratification. I seek Cabinet authority for myself and MfMD to assess whether the ratification results demonstrate sufficient support for the deed; and if so, authorise me to sign the deed with TRONR on behalf of the Crown.
- 9 Subject to Cabinet agreement and governance arrangements being agreed, I intend to initial the deed with TRONR during Waitangi 2025.

Background

Ngāti Rēhia are a hapū of Ngāpuhi based in Kerikeri

- 10 Ngāti Rēhia is a Ngāpuhi hapū based in Kerikeri, with interests in the Bay of Islands, Waimate-Taiāmai and Whangāroa areas. [REDACTED] 9(2)(j)
[REDACTED].
Discussions about the potential return of the Kororipo property have encouraged but not pre-empted discussions about the formation of LNGs in the region for Treaty settlement negotiations. Ngāti Rēhia are represented by TRONR for these discussions, and for discussions on the potential early transfer of the Kororipo property.

Ngāti Rēhia seek the return of Kororipo Pā

- 11 Kororipo Pā, part of the Kororipo property in Kerikeri, is currently in Crown ownership and administered by DOC. The pā was occupied by Hongi Hika and was a significant historical place of learning and trade between Ngāpuhi and Pākehā missionaries and settlers. It lies within the traditional area of a number of Ngāpuhi hapū, including Ngāti Rēhia, Ngāti Tautahi, Ngāi Tāwake, Ngāti Whakaeke, Ngāti Kuta, Patukeha and Te Uri o Hua; though numerous other Ngāpuhi hapū also have connections. Ngāti Rēhia is widely acknowledged by Ngāpuhi hapū as being kaitiaki (guardian) of Kororipo.
- 12 Since the 1930s, Ngāti Rēhia has sought return of the pā and the adjoining reserves. Given its broader significance to Ngāpuhi, TRONR seek its return as kaitiaki (guardian) on behalf of Ngāpuhi.

Since 2022 the Crown has engaged with TRONR on the potential transfer of the Kororipo property

- 13 In March 2021, Cabinet noted progress towards Ngāpuhi mandates might require the transfer of specific significant sites “early in discussions and potentially before recognition of mandate” [CAB-2021-SUB-0067 refers].
- 14 In 2021, delegated Ministers agreed policy criteria to guide decisions on whether to engage pre-mandate with Ngāpuhi groups about potential early transfers of discrete, low value commercial or cultural sites on-account of a comprehensive Treaty settlement. The analysis of how the Kororipo property met these criteria is provided as **Attachment One**.

- 15 Since 2022, the Chief Crown Negotiator, Sir Brian Roche, officials from Te Arawhiti and DOC, and TRONR have discussed the potential early transfer of the Kororipo property to TRONR, acting as Te Rūnanga o Ngāti Rēhia Trust (**the Trust**), the trust arm of TRONR. In early 2023, MfTOWN signed Terms of Engagement (**TOE**) with TRONR. In June 2024, delegated Ministers agreed to continue engagement on the Kororipo property, [REDACTED] 9(2)(j)
- 16 I consider the early return of the Kororipo property will demonstrate what is possible through Treaty settlement and the Crown's good faith. It will also help build hapū capability to engage in redress discussions with the Crown.

Cultural redress on-account of a future comprehensive Ngāpuhi Treaty settlement

- 17 On-account redress is a standard part of Treaty settlements. "On-account" refers to redress that will be included in a comprehensive Treaty settlement, but which is provided prior to the settlement date of the comprehensive settlement, and the monetary value of which is to be included within the overall value of the comprehensive settlement.
- 18 On-account redress has been transferred to groups without a Crown-recognised mandate previously.² If Cabinet agrees to transfer the Kororipo property, the transfer will be on-account of a future comprehensive Ngāpuhi Treaty settlement. The proposed transfer is akin to the standard redress mechanism for cultural redress.
- 19 I seek Cabinet approval to make a Crown offer to TRONR on the following terms:
- 19.1 the transfer of the Kororipo property, as cultural redress on-account of a future comprehensive Ngāpuhi Treaty settlement, to an agreed governance entity, subject to Historic Reserve status;
- 19.2 [REDACTED] and 9(2)(j)
- 19.3 DOC and an agreed governance entity enter into a management agreement that provides for DOC's ongoing involvement in defined management activities, to be reviewed after five years.
- 20 Public access to the Kororipo property will be retained.
- 21 Subject to TRONR accepting this offer and governance arrangements being agreed, I seek delegated authority to initial the deed on behalf of the Crown.
- 22 Legislation will be required to transfer the Kororipo property to an agreed governance entity.

² Tuai Hostel, Waiheke Station Farm, Auckland Railway Land and the Central North Island Forestry redress as some examples.

IN CONFIDENCE

DOC have agreed to support an agreed governance entity to manage the Kororipo property

- 23 Typically, when public conservation land is transferred out of Crown ownership, DOC does not have an ongoing management role. The 2010 Crown policy for use of public conservation land in Treaty settlements notes that there may be instances where the Crown chooses to retain a role in the management of land transferring through a Treaty settlement [recommendation 11.2 of TOW Min (10) 2/4 refers].
- 24 The Kororipo property is part of the Kororipo Heritage Park, which is of national historic heritage significance, and the Kerikeri Basin historic precinct has been included in New Zealand's tentative UNESCO World Heritage List in recognition of its international importance.
- 25 DOC has agreed with TRONR to remain involved in the management of the Kororipo property by supporting the development of a Reserve Management Plan and entering into a reserve management agreement with TRONR. DOC's continued involvement recognises the national historic importance of the Kororipo property, enables the preservation of conservation values and enables an agreed governance entity to build capability to independently manage the Kororipo property.
- 26 Management agreements have been used in other Treaty settlements. The level of financial contribution is at DOC's discretion and will be discussed on a regular basis with an agreed governance entity. No additional resourcing is required to deliver the management agreement.

27

[REDACTED]

9(2)(j)

Overlapping interests

- 28 The deed is subject to overlapping interests being addressed to the Crown's satisfaction. Since 2022, TRONR has discussed the potential early return of the Kororipo property at Ngāpuhi-wide gatherings, and with six hapū with interests in Kerikeri (Ngāi Tāwake, Ngāti Tautahi, Ngāti Whakaeke, Ngāti Kuta, Patukeha and Te Uri o Hua); and has advised Te Arawhiti that the return of the Kororipo property to Ngāti Rēhia as kaitiaki (guardian) on behalf of Ngāpuhi is well supported.
- 29 My officials have received written confirmation from Ngāi Tāwake, Ngāti Whakaeke, Ngāti Kuta, Patukeha and Te Uri o Hua that they support the return of the Kororipo property to Ngāti Rēhia as kaitiaki on behalf of Ngāpuhi. Ngāti Tautahi has provided verbal support.
- 30 I propose Cabinet authorise me to ensure that overlapping interests have been addressed with Ngāti Tautahi prior to initialling the deed.

Ratification

- 31 After the deed has been initialled, TRONR will undertake ratification. I seek delegated authority for MfMD and I to assess whether the results of ratification demonstrate sufficient support for the deed and the proposed governance entity; and if so for MfTOWN to sign the deed with TRONR on behalf of the Crown.

Conditions of the on-account transfer

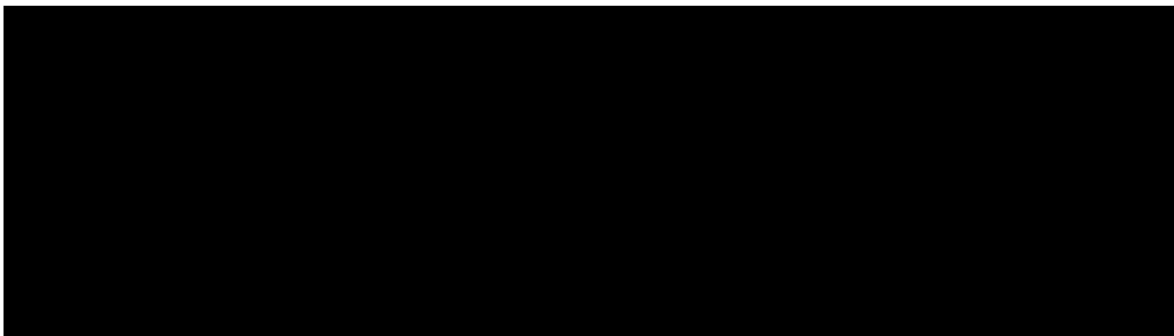
- 32 The on-account transfer will be conditional on ratification of the deed; and the enactment of settlement legislation to implement certain aspects of the deed.

Cost-of-living Implications

- 33 This proposal is not expected to have any impacts on the cost of living.

Financial Implications

- 34 The total cost of the redress is within the amount set aside in the fiscal forecast for the Ngāpuhi settlement. The financial implications of the proposed redress include the value of the Kororipo property, [REDACTED], and the value of improvements carried by DOC, [REDACTED]. 9(2)(j)
- 35 DOC implementation and impairment costs referred to below are in addition to those outlined in Table 1 (Financial implications of the on-account transfer of the Kororipo property).



9(2)
(j)

Implementation costs for Department of Conservation

- 36 For the Kororipo property, DOC's commitment through the management agreement to assist an agreed governance entity with management activities for the reserve would be met from baseline, as is currently the case.
- 37 The delivery of redress imposes additional costs on DOC above business as usual funding, including land registration costs for the change in ownership [REDACTED]. DOC estimates those additional costs will be in the range of [REDACTED] no ongoing costs. 9(2)(j)
- 38 As with standard Treaty implementation obligations, I propose Cabinet authorise MOF and MOC to jointly consider the implementation costs once known. 9(2)(j)

Department of Conservation impairment costs

- 39 In accordance with accounting standards and generally accepted accounting practice, the Kororipo property needs to be impaired in value before it is de-recognised for transfer to an agreed governance entity. The property has a current book value of [REDACTED] but as a result of the encumbrances that will apply, it has a current market valuation of [REDACTED] 9(2)(j)
- 40 This change requires an appropriation for the difference in value. MfTOWN would be responsible for this appropriation in Vote Conservation. This expense is charged to the revaluation reserve. As such, it does not impact on the Crown's operating balance, but has a [REDACTED] negative impact on the Crown's Net Worth. 9(2)(j)

Out-of-Cycle Funding Request process

- 41 No out-of-cycle costs are sought at this time. [REDACTED] 9(2)(j)
[REDACTED]
[REDACTED]
[REDACTED]

Legislative Implications

- 42 Legislation is required to implement aspects of the deed. Draft legislation will be attached to the deed. Once the deed is signed, I will seek Cabinet approval to introduce the legislation.

Impact Analysis

Regulatory Impact Statement

- 43 The Ministry for Regulation has determined that this proposal is exempt from the requirement to provide a Regulatory Impact Statement on the grounds that it is required to implement the deed related to Treaty of Waitangi claims, other than those that would amend or affect existing regulatory arrangements.

Climate implications of Policy Assessment

- 44 The Ministry for the Environment Climate Implications of Policy Assessment (CIPA) team has been consulted and confirms that the CIPA requirements do not apply to this proposal, as the threshold for significance is not met.

Population Implications

- 45 Ngāti Rēhia are a hapū of Ngāpuhi, an iwi of approximately 185,000 people according to 2023 census data. The proposal to complete the early return of the Kororipo property on-account of a future comprehensive Ngāpuhi Treaty settlement will have a positive wellbeing effect on this population [REDACTED] 9(2)(j)
[REDACTED]

Human Rights

- 46 The proposals outlined in this paper are not inconsistent with the New Zealand Bill of Rights Act 1990 or the Human Rights Act 1993.

Use of external Resources

- 47 Due to the highly specialised nature of the work that Te Arawhiti undertakes for Treaty settlements there is a need to use external experts. Standard examples of this include the use of Chief Crown Negotiators, experts in tikanga and te ao Māori and external legal counsel to prepare settlement documents. External resources are contracted as and when required and in line with relevant guidance including from the Public Service Commission.

Consultation

- 48 Te Arawhiti has consulted with and incorporated the views of The Treasury, DOC, and Te Puni Kōkiri. As the Kororipo property is part of the Kororipo Heritage Park and the Kororipo Basin historic precinct, the Ministry for Culture and Heritage has been informed of this paper.

Communications

- 49 Te Arawhiti, jointly with TRONR, will develop a communications strategy before the deed is initialled and to ensure interested parties are informed of the content of the deed at the time it is initialled, expected to be around February 2025.

Proactive Release

- 50 I intend to proactively release this paper, making any necessary redactions, once the deed has been initialled.

Recommendations

- 1 The Minister for Treaty of Waitangi Negotiations (**MfTOWN**) recommends that the Committee:

Terms of Transfer

- 2 **agree** to the transfer of the Kororipo property subject to:

2.1 the transfer being cultural redress on-account of a future comprehensive Ngāpuhi Treaty settlement, to an agreed governance entity, subject to Historic Reserve status, with the agreed governance entity as the administering body;

2.2 [REDACTED] 9(2)(j)
[REDACTED]
[REDACTED]; and

2.3 DOC and an agreed governance entity entering into a management agreement that provides for DOC's ongoing involvement in defined management activities, to be reviewed after five years.

- 3 **note** that the management agreement:

3.1 will set out defined management activities that DOC will either undertake or will contribute towards the cost of;

3.2 will enable an agreed governance entity to continue to build capability to independently manage the Kororipo property; and

3.3 notes, [REDACTED], DOC will support the development of a Reserve Management Plan; 9(2)(j)

- 4 **note** that public access to Kororipo Pa Historic Reserve will be retained;

- 5 **note** that in June, delegated Ministers agreed to continue discussions on the potential early return of the Kororipo property, [REDACTED] 9(2)(j)
[REDACTED]

- 6 **note** that TRONR seek the return of the Kororipo property as kaitiaki (guardian) on behalf of Ngāpuhi;

- 7 **note** this proposal does not pre-empt discussions on the formation of large natural groupings for Treaty settlement negotiations;

Overlapping interests

- 8 **note** that the deed of on-account transfer will be subject to overlapping interests being addressed to the Crown's satisfaction;

Ratification

- 9 **note** that the terms of transfer will be ratified following initialling of the deed of on-account transfer;

Legislation

- 10 **note** that legislation is required to transfer the title of the Kororipo property;
- 11 **note** that I will seek Cabinet agreement to introduce legislation following the signing of the deed;

On-account cultural redress

- 12 **note** that on-account redress requires the value of redress to be accounted for in a future comprehensive Ngāpuhi Treaty settlement;
- 13 **agree** to make an offer to TRONR to transfer, as cultural redress, approximately 1.9 hectares of Kororipo Pa Historic Reserve to an agreed governance entity, and on-account of a future comprehensive Ngāpuhi Treaty settlement;

[REDACTED]

9(2)(j)

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

- 15 **agree** that the proposed change to appropriations for 2024/25 above be included in the 2024/25 Supplementary Estimates and that, in the interim, the increase be met from Imprest Supply;

- 16 **note** that the total cost of the redress is within the amount set aside in the fiscal forecast for the Ngāpuhi Treaty settlement;

- 17 **note** that the redress, [REDACTED] imposes additional non-discretionary Treaty implementation costs on DOC;

9(2)(j)

- 18 **note** DOC's estimated range for implementation costs for this settlement are between [REDACTED] in total and will provide MOF and MOC a final estimate when available for approval as is the agreed process by Cabinet in 2010 [CAB Min (10) 9/7 refers];

9(2)(j)

Delegation to act

19 **authorise** MOF and MOC to approve the final implementation costs for the Kororipo property when they are known [REDACTED]

9(2)(J)

20 **authorise** MfTOWN to:

- 20.1 together with the MfMD, agree to a proposed governance entity to receive the Kororipo property;
- 20.2 ensure overlapping interests have been addressed with Ngāti Tautahi prior to initialling the deed of on-account transfer;
- 20.3 initial the deed of on-account transfer on behalf of the Crown;
- 20.4 together with the MfMD, assess whether the results of ratification demonstrate sufficient support for the deed; and if so
- 20.5 sign the deed with TRONR on behalf of the Crown.

Hon Paul Goldsmith

Minister for Treaty of Waitangi Negotiations