

**NGATI PAHAUWERA**  
**Governance Entity**

**Summary of Finalised Proposal following  
Hui to confirm Key Components**

**21 June 2008**

## **INTRODUCTION**

1. In late 2007, the Ngati Pahauwera section 30 Representatives began consultation on a new governance entity for Ngati Pahauwera.
2. The need for a governance entity was brought on as a result of a number of projects including:
  - 2.1 The need to have a body to receive assets if the Ngati Pahauwera remedies application to the Waitangi Tribunal was successful;
  - 2.2 Engagement with the Hawke's Bay Regional Council over river management issues;
  - 2.3 The need for a representative body to hold any customary rights order made by the Maori Land Court; and
  - 2.4 The difficulties experienced in giving consideration to proposal for a hydro dam.
3. Since the consultation the need for a fully accountable governance entity has become even more pressing with the Crown agreeing to enter into negotiations with Ngati Pahauwera on both outstanding Treaty claims and foreshore and seabed issues. A condition of the Terms of Negotiation signed on 8 May 2008 is that the section 30 Representatives will use their best endeavours to have the new governance entity up and running by the end of August 2008. This timeframe is achievable as a result of the consultation and development work previously undertaken.

## **PROCESS TO DATE**

4. At hui-a-iwi at Mohaka on 16 June 2007 and 21 July 2007, a process was proposed in order to build a governance entity with the full support of Ngati Pahauwera. To date the following steps have been completed:

- 4.1 The booklet "*Building a voice for Ngati Pahauwera*" ("*Building a Voice*") was released at hui-a-iwi at Mohaka Marae on Saturday 8 September 2007. This set out a draft governance entity structure, a process, a summary of the Crown requirements for governance entities, and a discussion as to why current Ngati Pahauwera organisations could not become a post settlement governance entity.
- 4.2 Hui to discuss the issues in *Building a voice* were held in Wellington, Christchurch, Hamilton, Auckland, Palmerston North, Taupo, Napier, Mohaka and Gisborne in November and December 2007. Hui were advertised in advance of each hui in local media and on the Ngati Pahauwera website [www.ngatipahauwera.co.nz](http://www.ngatipahauwera.co.nz).
- 4.3 As well as the opportunity for feedback and comments at hui, written submissions on the proposed governance entity were requested through December 2007.
- 4.4 Feedback received on the proposed governance entity, and the process to establish an entity has been incorporated into the finalised proposal set out in this document.
- 4.5 Amended proposal sent to the Office of Treaty Settlements for comments.
- 4.6 A wananga at Mohaka on 20 March 2008 agreed upon a working definition of Ngati Pahauwera for use in the governance entity and in the Terms of Negotiations. It is intended that this working definition will be developed over time, and when a final definition is agreed for the purposes of the settlement this will be automatically incorporated in the governance entity.
- 4.7 A hui to confirm the key elements of the proposal to go to a postal ballot was held at Kahungunu Marae on 14 June 2008. The resolutions made at that hui have been incorporated into the finalised proposal, which is summarised in this document.

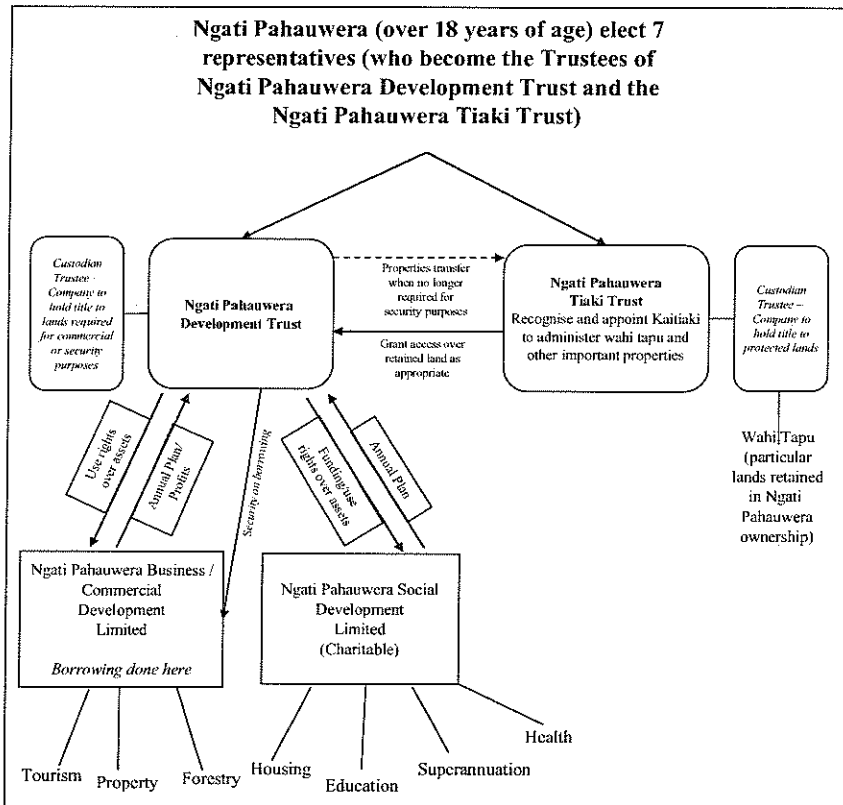
## WHAT HAPPENS NOW?

5. The finalised proposal for the Ngati Pahauwera governance entity, summarised in this document, will be put to a postal ballot between 21 June and 5 July 2008. If the governance entity is approved by the postal ballot, nominations for Trustees for the governance entity will be sought and elections held. A full timetable for the governance entity is set out in **Appendix A** of this document. If approved the governance entity is intended to be established before the end of August 2008.

## FINALISED PROPOSAL FOR GOVERNANCE ENTITY STRUCTURE

6. The finalised proposal for the governance entity is a double trust structure of two trusts, each with subsidiary companies:
  - 6.1 The Ngati Pahauwera Development Trust will be responsible for administering any settlement and, through its subsidiaries, the commercial and social development of Ngati Pahauwera (with the Ngati Pahauwera Development Trust and subsidiaries making up the Ngati Pahauwera Development Group).
  - 6.2 The Ngati Pahauwera Tiaki Trust will hold culturally important lands to ensure they are never again at risk of alienation from Ngati Pahauwera, regardless of the outcome of any commercial ventures undertaken by the iwi.
7. The key changes made to the original proposal and approved at the hui to confirm key components on 14 June 2008 are as follows:
  - 7.1 **Double trust structure** - The original proposal utilised a single trust with subsidiary companies. Feedback received questioned whether wahi tapu (such as the Mohaka River) that may be held by the trust would be protected in the event of a failure of the commercial arm of the Ngati Pahauwera Development Group, with the result that a double trust structure has been adopted to keep the holding of wahi tapu separate from any commercial activities.

- 7.2 **Names of the trusts** - The names proposed are the Ngati Pahauwera Development Trust for the development (commercial and social) functions, and the Ngati Pahauwera Tiaki Trust to hold wahi tapu.
- 7.3 **Number of Trustees** – It is proposed that seven Trustees will be appointed, with the same seven Trustees being appointed to both trusts.
- 7.4 **Term of appointment of Trustees** – It is proposed that Trustees will serve for four-year terms, with the exception of the three active section 30 Representatives who will serve an initial two-year term. This will mean that every two years three or four of the seven Trustees will come up for election.
- 7.5 **Role of active Section 30 members** – In order to maintain institutional memory while Ngati Pahauwera continues to be engaged in negotiations with the Crown and the Hawke's Bay Regional Council, it is proposed that the three active section 30 members (Toro Waaka, Tom Gemmell and Kuki Green) will serve as initial Trustees for an term of two years. At the expiry of the two-year term they will be entitled to stand for re-election.
- 7.6 **Power to appoint Advisory Trustees** – attendees at the hui on 14 June 2008 called for the Trustees to have the power to appoint Advisory Trustees including kaumatua to advise them in their duties as Trustees.
8. A diagram of the finalised proposal for the governance entity structure is set out below. The respective components of the structure are described in detail in **Appendix B**.



## FURTHER INFORMATION

9. Copies of the full trust deeds for both the Ngati Pahauwera Development Trust and Ngati Pahauwera Tiaki Trust, together with earlier documents regarding the governance entity, and the Membership form are available:

- 9.1 On the Ngati Pahauwera website: [www.ngatipahauwera.co.nz](http://www.ngatipahauwera.co.nz).
- 9.2 To be emailed on request: [section30@slingshot.co.nz](mailto:section30@slingshot.co.nz).
- 9.3 For collection from the Ngati Pahauwera Incorporated Society office at Raupanga.
- 9.4 To be posted on request by Kuki Green 0800 838 6833.

**APPENDIX A**  
**NGATI PAHAUWERA**  
**TIMETABLE FOR GOVERNANCE ENTITY ESTABLISHMENT**

<b>Date</b>	<b>Description</b>	<b>Notes</b>
Immediately	Development of Membership Roll	Underway
20 April 2008	Claimant definition hui at Mohaka - Agreed working definition for Terms of Negotiations and Governance Entity	
April 2008	Provision of Amended governance entity proposal to OTS for comment	
May 2008	Receipt of comments from OTS	
6 June 2008	Circulation of Amended Governance entity proposal to Ngati Pahauwera with information on key components to be confirmed at hui a iwi	
14 June 2008	Hui a iwi at Mohaka to confirm key elements of governance entity (Double Trust structure, names of Trusts, number of Trustees, term of appointment for Trustees, the ongoing role of the active section 30 members,)	
21 June 2008	Completion of Finalised Governance entity to go to postal Ballot	
21 June 2008	Send out Postal Ballot	Two weeks allowed for voting
5 July 2008	Deadline for receipt of postal Ballots	
7 July 2008	Advertise for nominations for Trustees	Two weeks in advance of deadline
21 July 2008	Deadline for receipt of nominations for Trustees	
28 July 2008	Send out voting papers for election of trustees	Three weeks allowed for voting
18 August 2008	Deadline for receipt of voting papers for trustees	
25 August 2008	Inaugural meeting of Governance entity – execution of Trust Deed	

## APPENDIX B

### Summary of Finalised Proposal for Ngati Pahauwera Governance Entity

#### *Ngati Pahauwera Members*

1. The governance entity is set up to represent members of Ngati Pahauwera. All of Ngati Pahauwera regardless of age will be beneficiaries of the Ngati Pahauwera settlement and can be listed on the Membership Roll ("Member of Ngati Pahauwera"). Those members over the age of 18 are able to vote at hui a iwi and postal ballots.
  
2. A working definition of Ngati Pahauwera and members of Ngati Pahauwera was adopted at a wananga at Mohaka on 20 April 2008. The definition provides:
  1. ***Ngati Pahauwera means:***
    - 1.1 *Those who descend from one or more of the hapu listed in **Appendix C** that together form the confederation of Ngati Pahauwera, who have exercised or descend from those who have exercised customary rights within Maungaharuru ki Tangitu centred upon the Mohaka River; and*
    - 1.2 *Every individual referred to in paragraph 1; and*
    - 1.3 *Any whanau, hapu or group of individuals to the extent that that whanau, hapu or group of individuals is composed of individuals referred to in paragraph 1.*
  2. *For the purpose of paragraph 1 **descend** means:*
    - 2.1 *Direct descent by birth from members of one or more of the hapu listed in **Appendix C**; or*
    - 2.2 *Adoption by members of one or more of the hapu listed in **Appendix C**.*
  3. *For the purpose of paragraph 1, **customary rights** means rights held according to tikanga Maori (Maori customary law, values and practices) including:*
    - 3.1 *Rights to occupy land;*
    - 3.2 *Rights relating to the use and stewardship of:*
      - 3.2.1 *Land; or*

3.2.2 *Other natural and physical resources;*

3.3 *Rights to affiliate to marae; and*

3.4 *Rights of burial.*

4. ***Member of Ngati Pahauwera*** means every individual referred to in paragraph 1.

3. The definition of Ngati Pahauwera is still being developed and it is possible that it may be developed in the course of settlement negotiations following guidance from whanau. If the definition of Ngati Pahauwera changes by the time of an Agreement in Principle, Deed of Settlement and/or Settlement Act, the Trustees must automatically update the definition in the governance entity.

***The Ngati Pahauwera Development Trust and Ngati Pahauwera Tiaki Trust - General***

4. The same set of Trustees will sit on both the Ngati Pahauwera Development Trust and Ngati Pahauwera Tiaki Trust.
5. Elected Representatives to be Trustees (seven) (except for the first term which will have four elected representatives, and the three remaining active members of the Section 30).
6. All Ngati Pahauwera Beneficiaries who are over 18 years of age (“adult members”) will have the opportunity to vote for four representatives to be the trustees of the Ngati Pahauwera Development Trust and Ngati Pahauwera Tiaki Trust for the first term and all seven representatives for all subsequent terms.
7. The three remaining active Section 30 representatives<sup>1</sup> will be trustees of the governance entity for an initial half term of two years along with four elected representatives, so as to ensure that the institutional knowledge, which the

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<sup>1</sup> Toro Waaka, Tom Gemmell and Kuki Green

representatives have gained in their representation of Ngati Pahauwera for the past 13 years, and the external relationships built are passed on.

8. It is proposed that at the conclusion of two years, the four elected Trustees remain for the remainder of the four year term and thereafter the term for elected representatives be four years, thereby having only three or four of the seven Trustees replaced at any time. If a trustee position becomes vacant mid-term, a by-election will be required.
9. Ngati Pahauwera beneficiaries therefore retain control of the settlement through their elected representatives (who in turn are responsible for the policies and operations of the proposed governance entity).
10. Decisions to be made by Trustees except where special resolutions are required (where vote is by adult members of Ngati Pahauwera). Special resolutions require 70 percent support of Ngati Pahauwera adult members at an Annual or Special General Meeting. Special resolutions will be required for:
  - 10.1 Amendments to Trust Deed; or
  - 10.2 Proposal to terminate Trust.

### ***The Ngati Pahauwera Development Trust - Operational Summary***

11. A private Trust (which is a Trust not established under Te Ture Whenua Maori Act 1993).
12. Annual report, financial statements and annual plan to be presented at Annual General Meetings.
13. Copies of annual reports, financial statements, annual plans, five-year plans, subsidiary plans, Statements of Intent and Trust Deeds to be available for inspection at Trust office.

14. In addition to Annual General Meeting, Special General Meetings can be called by the Trustees or 10 percent of Ngati Pahauwera adult members.
15. 30 days notice required for Annual General Meeting or Special General Meeting and quorum of 25 Ngati Pahauwera adult members required.
16. Accounts must be audited annually. No Trustee or employee of the Trust may be appointed as the auditor.
17. Trustees may appoint Advisory Trustees including kaumatua.

18. *Purpose and Functions*

18.1 The purposes for which the Ngati Pahauwera Development Trust is established are to utilise resources available to Ngati Pahauwera, including settlement assets, for the commercial and social development of Ngati Pahauwera, on behalf of and for the benefit of the present and future beneficiaries of Ngati Pahauwera in accordance with the Trust Deed, including without limitation:

- 18.1.1 the promotion amongst Ngati Pahauwera of the educational, spiritual, economic, social and cultural advancement or well-being of Ngati Pahauwera;
- 18.1.2 the promotion amongst Ngati Pahauwera of mental health and well-being of the aged, or those suffering from mental or physical sickness or disability;
- 18.1.3 to represent Ngati Pahauwera in Ngati Pahauwera Claims and Ngati Pahauwera Contemporary Claims including continuing and concluding settlement negotiations between Ngati Pahauwera and the Crown.
- 18.1.4 to hold any lands or assets including forest licenses received pursuant to any Deed of Settlement or Settlement Act and retain ownership for the objects and purposes set

out in the Trust Deed and protection of the lands and assets;

- 18.1.5 administer the implementation and ongoing operation of any Relationship Instruments established by any Deed of Settlement and enforce the rights and obligations contained therein on behalf of Ngati Pahauwera; and
- 18.1.6 where applicable, to provide funding for the Ngati Pahauwera Tiaki Trust to enable that Trust to carry out its objects and purposes including the administration of any lands held by that Trust;
- 18.1.7 to recover lands of importance to Ngati Pahauwera including lands not able to be returned in any settlement;
- 18.1.8 to offer security for loans made to Ngati Pahauwera Commercial Development Company;
- 18.1.9 to develop policies to control the distribution of profits within the Ngati Pahauwera Development Group and to the Ngati Pahauwera Tiaki Trust; and
- 18.1.10 any other purpose that is considered by the Trustees from time to time, to be beneficial to Ngati Pahauwera.

## 19. *Analysis*

- 19.1 Flexible.
- 19.2 Requires membership roll to be kept up-to-date.
- 19.3 Is able to perform commercial activities.
- 19.4 Further commercial advice will be required to ensure subsidiary structures are tax efficient.

***Ngati Pahauwera Commercial Development Company***20. *Operational Summary*

- 20.1 Limited Liability Company under the Companies Act 1993.
- 20.2 To operate in accordance with annual plan approved in advance by the Ngati Pahauwera Development Trust.
- 20.3 Part of Ngati Pahauwera Development Group.
- 20.4 Ability to be reconstructed if necessary.
- 20.5 The Ngati Pahauwera Development Trust appoints the directors, who may also be the trustees on the Ngati Pahauwera Development Trust.
- 20.6 Name can be changed by Trustees.

21. *Purpose and Functions*

- 21.1 Commercial/trading arm of Ngati Pahauwera.
- 21.2 No land ownership.
- 21.3 To borrow money against assets held by the Ngati Pahauwera Development Trust for the purpose of completing settlement.
- 21.4 To utilise assets provided by the Ngati Pahauwera Development Trust.
- 21.5 To develop forestry/fishing/tourism/farming and other ventures, as appropriate, to generate income for Ngati Pahauwera.
- 21.6 To pay profits to the Ngati Pahauwera Development Trust in accordance with Annual Plan.

22. *Analysis*

22.1 Flexible and multipurpose entity.

22.2 Flexible financing capabilities.

***Ngati Pahauwera Social Development Company***

23. *Operational Summary*

23.1 Limited Liability Company under the Companies Act 1993.

23.2 Not for profit entity.

23.3 Shares owned by the Ngati Pahauwera Development Trust.

23.4 Part of Ngati Pahauwera Development Group.

23.5 Ability to be reconstructed if necessary.

23.6 Trustees on the Ngati Pahauwera Development Trust may be appointed directors.

23.7 Name to be determined.

24. *Purpose and Functions*

24.1 To manage and direct social needs requirements (including the contracting of social service delivery activities, for example, health/education/housing/superannuation).

24.2 To apply funds distributed by the Ngati Pahauwera Development Trust toward the purpose set out above.

24.3 Receive distributions from the Ngati Pahauwera Development Trust.

24.4 No land ownership.

24.5 No profit making function.

25. *Analysis*

25.1 Further commercial advice will be sought to ensure it is as tax efficient as possible.

***Ngati Pahauwera Tiaki Trust - Operational Summary***

26. A private Trust (which is a Trust not established under Te Ture Whenua Maori Act 1993).

27. Annual report, financial statements and annual plan to be presented, at Annual General Meetings.

28. Copies of annual reports, financial statements, annual plans, five-year plans, Statements of Intent and Trust Deeds to be available for inspection at Trust office.

29. In addition to Annual General Meeting, Special General Meetings can be called by the Trustees or 10 percent of Ngati Pahauwera adult members.

30. 30 days notice required for Annual General Meeting or Special General Meeting and quorum of 25 Ngati Pahauwera adult members required.

31. Accounts must be audited annually. No Trustee or employee of the Trust may be appointed as the auditor.

32. Trustees may appoint Advisory Trustees including kaumatua.

33. *Purpose and Functions*

33.1 To protect and maintain all culturally important lands.

- 33.2 To hold all lands deemed by Ngati Pahauwera to be culturally too important to be risked commercially and to vest the title to these culturally important lands in a single corporate trustee company.
- 33.3 To enforce the Trust's very restrictive objects to ensure that these lands are not alienated.
- 33.4 to develop and implement a process for identifying wahi tapu;
- 33.5 where culturally appropriate to do so and in accordance with Ngati Pahauwera tikanga grant access/use rights over the Trust properties, to a Ngati Pahauwera Development Group entity;
- 33.6 where appropriate appoint kaitiaki to the wahi tapu and such other properties held by the Ngati Pahauwera Development Trust as identified from time to time by the Trustees, to ensure that such properties are protected and administered or otherwise dealt with in accordance with Ngati Pahauwera tikanga;

34. *Analysis*

- 34.1 Able to be designed for the specific purpose outlined above.
- 34.2 Flexible.

## APPENDIX C

### Hapu of the Ngati Pahauwera Confederation

- Ngarangiaitu
- Nga Uri-o-Mamangu
- Ngaitahuao /  
Ngaitahiao
- Ngaitaraparoa
- Ngai Kautata
- Ngai Taane
- Ngai Tahu
- Ngai Tapui
- Ngai Tatau
- Ngai Tatara
- Ngai Tauhere
- Ngai Taumau
- Ngai Te Ao Kapiti
- Ngai Te Aonui
- Ngai Te Awha
- Ngai Te Huki
- Ngai Te Maaha
- Ngai Te Ngau Patea
- Ngai Te Paanga
- Ngai Te Rangi  
Takuao
- Ngai Te Rau
- Ngai Te Rauiri
- Ngai Te Rongo
- Ngai Te Ruatai
- Ngai Te Ruruku
- Ngati Ao Kino
- Ngati Heki
- Ngati Heouri
- Ngati Hikapi
- Ngati Hineiro
- Ngati Hine Kete
- Ngati Hinekino
- Ngati Hine Ku
- Ngati Hinemokai
- Ngati Hine Mura
- Ngati Hine Rakai
- Ngati Hine-te-Rangi /  
Hine Paia
- Ngati Hine Tunge
- Ngati Honomokai
- Ngati Ira
- Ngati Irirangi
- Ngati Iriwhata
- Ngati Kahu-o-te Rangi
- Ngati Kaihaere
- Ngati Katihe
- Ngati Kapekape
- Ngati Kapua Matotoru
- Ngati Kapukapu
- Ngati Kawe
- Ngati Kotihe
- Ngati Kukura
- Ngati  
Kura/Kurahikakawa
- Ngati Matengahuru
- Ngati Matewai
- Ngati Mawete
- Ngati Moe
- Ngati Mouru
- Ngati Paeahi
- Ngati Pahauwera
- Ngati Paikea
- Ngati Pari
- Ngati Paroa
- Ngati Patupaku
- Ngati Pehi
- Ngati Peke
- Ngati Poporo
- Ngati Pouanga
- Ngati Poupou
- Ngati Puraro
- Ngati Purua/ Popoia
- Ngati Rahui
- Ngati Rangi Haere  
Kau
- Ngati  
Rangitohumare/Ngai  
Te Rangiohumere
- Ngati Ririwehi
- Ngati Ruakohatu
- Ngati Tahiroa
- Ngati Tahu
- Ngati Tangopu
- Ngati Taponga /  
Tapunga
- Ngati Tatua
- Ngati Taumau
- Ngati Tuhemata
- Ngati Wera
- Ngati Huatu