



**SUBMISSION on Waikato Conservancy Preliminary Draft  
Conservation Management Strategy 2008 - 2018**

**To: Department of Conservation  
Waikato Conservancy  
Level 5  
Rostrevor Street  
HAMILTON**

This Submission is from:

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## ***Executive Summary***

1. The health and wellbeing of the Waikato River, surrounding environment and its lakes are of utmost importance to Waikato-Tainui.
2. The Department of Conservation has an obligation to have a direct relationship with Waikato-Tainui as the land now managed for conservation purposes by the Department of Conservation was owned by Waikato-Tainui and unjustly taken by the Crown as acknowledged in the Waikato Raupatu Deed of Settlement 1995.
3. Waikato-Tainui are currently negotiating its outstanding claim to the Waikato River. It is anticipated that a Vision and Strategy for the Waikato River Catchment is developed and be given the highest level of recognition by all agencies.
4. Funding from local concessions should be used for local conservation purposes only, and not go into a national funding pool.
5. This submission outlines Waikato-Tainui position to Waikato Conservancy Preliminary Draft Conservation Management Strategy for 2008-2018.

## ***Waikato-Tainui Interests***

6. The Waikato Raupatu Trustee Company Ltd is the principal constitutional and the legally mandated Iwi authority of Waikato-Tainui.
7. Waikato-Tainui are tangata whenua of the Waikato region and hold mana whakahaere over the Waikato River.
8. The Waikato River, including its lakes, islands and tributaries are of significant cultural and historical importance to Waikato-Tainui. Waikato-Tainui were reliant on the Lakes and Rivers to provide sustenance to its people. It is the resources that these waterbodies provided which was a key component in the determination of Waikato being the kaitiaki of the Kingitanga. The abundance of these resources are no longer available.
9. All Waikato Lakes are of significance to Waikato-Tainui for example Lakes Kopuera and Waikare contain historical artefacts and koiwi from the New Zealand wars and Lakes Waahi, Hakanoa, Kimihia and Rotoiti hold prominence in the history of Rahui Pokeka.
10. The relationship of Waikato-Tainui with the Waikato River has extended over many generations, since the time of first inland explorations of our ancestors who brought the Tainui canoe to Aotearoa in the fourteenth century.
11. It is a unique relationship, in that the Waikato River is regarded as te awa tupuna, the ancestral river of the people. The river represents the mana and the mauri of the people, and is central to our tribal identity, and our spiritual and physical well-being. Its power is both protective and healing.
12. The definition of the river pursuant to clause 24 of the Waikato Deed of Settlement means: "the Waikato River from Huka falls to the mouth and includes its waters, banks

and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation and floodplains as well as its metaphysical being". Under this definition the Waikato River covers the whole catchment.

13. Waikato-Tainui has a relationship with the Waikato River, which is profound and has long been recognised publicly. In the report of the Waitangi Tribunal on the Manukau claim in July 1985, the Tribunal concluded (amongst other things):

"It is difficult to overestimate the importance of the Waikato River to the Tainui tribes. It is a symbol of the tribes existence."

### ***The Waikato River Claim***

14. On the 20<sup>th</sup> December 2005 the Minister in Charge of Treaty of Waitangi Negotiations and the Waikato-Tainui Co-Negotiators signed Terms of Negotiation setting out the basis for the negotiation of the remaining historical claims of Waikato-Tainui. The Crown has agreed to give priority to the negotiation of the Waikato-Tainui claim to the Waikato River.
15. The River claim applies to the Waikato River from the Huka Falls to the mouth and includes its waters, banks and beds and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation and floodplains. Waikato-Tainui has Mana Whakahaere from Karapiro to Te Puaha o Waikato.
16. On the 16<sup>th</sup> December 2007 an Agreement in Principle for the Settlement of Historical Claims of Waikato-Tainui in relation to the Waikato River was signed by Waikato-Tainui and the Crown at a Te Kauhanganui meeting.
17. The arrangements proposed under the Agreement in Principle reflect a commitment by the Crown and Waikato-Tainui to enter a new era of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations.
18. The Agreement in Principle outlines a process (among others) whereby representatives of Waikato-Tainui, other river Iwi, Environment Waikato (representing regional interests) and the Crown (representing national interests) form a Guardians Establishment Committee to develop a Vision for the Waikato River to be consistent with the overarching purpose of the Agreement.
19. A Strategy will also be developed to implement and promote the Vision for the Waikato River. The Vision and Strategy will be developed in consultation with the public and will be accorded the highest level of recognition in legislation affecting the Waikato River and its management.

### ***The Conservation Management Plan***

20. The Waikato Conservancy manages general policies which applies to all lands, waters and resources administered by the Department of Conservation and a large proportion of these resources are within the rohe of Waikato-Tainui.

## **Waikato-Tainui Issues**

Waikato-Tainui would like the following points to be noted:

21. The Waikato River Claim is currently being progressed and Clause 64 (c) and 65 of the Agreement in Principle for the Settlement of the Historical Claims of Waikato-Tainui in relation to the Waikato River states:

*“64 Without limiting the scope of matters to be addressed to provide for the highest level of recognition for the Vision and Strategy for the Waikato River, it is expected that the deed of settlement and settlement legislation will, among other things:*

- c prescribe how the decision-makers under the Conservation Act will give the highest level of recognition to the Vision in accordance with the relevant provisions of the Strategy when, respectively, preparing, approving or otherwise considering any conservation management strategy, conservation management plan, national park management plan or fresh water fisheries management plans in respect of an area through which the Waikato River flows”*

*“65 The deed of settlement and the settlement legislation will provide that the Crown, Crown agencies, local authorities, management agencies and regulatory authorities when developing policies or laws impacting on the Waikato River, or affecting use rights in relation to the Waikato River (including in relation to water), shall engage with Waikato-Tainui to ensure:*

- a the Vision and Strategy are given the highest level of recognition; and*
- b policies and laws are implemented in accordance with the requirements of co-management.”*

Both these clauses have a direct bearing on the Conservation Management Strategy and the Department of Conservation. It is therefore pertinent that in the continued preparation of the CMS that the above clauses are noted and that there is a high possibility of the CMS being reviewed to give the highest level of recognition to the Vision and Strategy.

22. In the preparation of the Vision and Strategy, the Agreement in Principle states that the Vision and Strategy must be consistent with the Overarching Purpose whilst incorporating the Waikato-Tainui objectives for the Waikato river and any other objectives reflecting the interests of all New Zealanders. The overarching purpose is:

*“37 The arrangements proposed under this Agreement in Principle reflect a commitment by the Crown and Waikato-Tainui to enter a new era of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations.”*

23. As the Vision and Strategy have not yet been developed, to assist in the development of the CMS, the DOC should ensure atleast that the CMS aligns with the following Waikato-Tainui objectives from the Agreement in Principle:

*"44 The deed of settlement will contain a statement of the objectives of Waikato-Tainui for the Waikato River (Waikato-Tainui Objectives for the Waikato River) as follows:*

- a the restoration and protection of the health and wellbeing of the Waikato River;*
- b the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships;*
- c the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River;*
- d the adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effects that threaten serious or irreversible damage to the River;*
- e the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments (as shown on the attached maps) on the health and wellbeing of the River;*
- f the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities;*
- g the protection and enhancement of significant sites, fisheries, flora and fauna; and*
- h the application to the above of both matauranga Maaori and latest available scientific methods."*

## **PART ONE: 1.1 TREATY OF WAITANGI RESPONSIBILITIES**

24. **Page 13, Para 1 of the CMS.** Please remove the quantum of land "359,296 hectares" from the sentence and amend appropriately to not include a quantum of land that was removed from the tribe. This quantum is debateable as the total land confiscated was 1.2 million acres which equates to 485,623 hectares. Therefore to avoid discussion, please remove the quantum.
25. **Page 13, Page 2 of the CMS.** Please amend the last sentence to read "..., Waikato-Tainui in exercising its mana and as a free gift gave up its claim to that land and forwent further redress in respect of that claim, except the right of first refusal"
26. **Management Policy 2:** Recommendation to reword to the following:  
*"Will, in partnership with Waikato-Tainui, and with the support of other key stakeholders, restore and protect the health and well-being of the Waikato River for future generations."*

27. **Management Policy 3:** Recommendation to add new policy:  
*"Will, in partnership with Waikato-Tainui, implement post settlement outcomes applicable to the Department of Conservation from its outstanding claim to the Waikato River"*

#### **PART ONE: 1.2 PUBLIC PARTICIPATION IN CONSERVATION MANAGEMENT**

28. **Management Objectives:** Recommendation to add new Objective:  
*"To improve the relationship between the Community, Iwi and the Environment"*
29. **Management Policies:** Recommendation to add new Policy:  
*"Will develop and promote projects of high cultural significance for the entire community to enjoy and participate"*

#### **PART ONE: 1.3 CONSERVATION OF NATURAL RESOURCES**

30. **1.3.1 Management Objectives:** Suggestion. Would like to identify priorities that places indigenous freshwater fishery spawning areas above sport fisheries.
31. **1.3.2 Management Objectives:** Recommendation to add new Objective.  
*"To protect cultural sites of significance from pest infestation"*
- 1.3.2 Management Policies:** Recommendation to add supporting Policy.  
*"Will work in partnership with Iwi to safely eradicate pests and protect cultural sites of significance"*
32. **1.3.4 Management Objectives 3:** Recommendation to add new Objective.  
*"To protect and identify cultural sites of significance along the entire coastal boundary within the Waikato Conservancy"*
- 1.3.4 Management Policies 7:** Recommendation to add supporting Policy.  
*"Will work in partnership with Iwi to implement cultural coastal site protection plans"*
33. **1.3.4 Management Policies 4:** Add "Aotea Harbour" to the policy.

#### **PART ONE: 1.4 HISTORICAL AND CULTURAL HERITAGE**

34. **1.4.1 Management Objectives 1:** Recommendation to add the term "identify".
- 1.4.1 Management Policies 5:** Recommendation to add new Policy.  
*"Will work with Iwi to identify, manage and protect sites of significance within the Waikato Conservancy"*
- 1.4.1 Management Policies 1:** Recommendation to reword the Policy.  
*"Will periodically review the historical heritage managed by the department in the Waikato Conservancy with Iwi, and identify the highest priority historic sites for protection"*

## **PART ONE: 1.7 ACTIVITIES REQUIRING SPECIFIC AUTHORISATION (NOT COVERED ELSEWHERE)**

### **35. 1.7.1 Concessions and other authorisations**

Waikato-Tainui would like to make a comment that all funding received from concessions does not go to a national funding pool, but instead the funding is directed to enhancing conservation values within the area from where the funding was derived. This is a strong position that we would like further discussion on.

### **36. 1.7.2 Sand and Shingle Extraction**

Waikato-Tainui would like to ensure that all the river Iwi that holds manawhakahaere for a proposed extraction site are fully consulted before authorisation is given for sand or shingle extraction and that this should be made into a Management Policy.

### **37. 1.7.3 Commercial Eeling**

Waikato-Tainui support this Management Objective and Policy. Waikato-Tainui recommend to the Department of Conservation to use public conservation waters as sites for enhancement to increase the biomass of eels, which are of high cultural importance to Waikato-Tainui.

### **38. 1.7.4 Collection of materials from public conservation**

Waikato-Tainui would like a management policy to be added which requires the DOC to discuss with Iwi all requests to collect historical artefacts from conservation lands and minerals.

## **PART ONE: 1.8 OTHER MATTERS**

### **39. 1.8.1 International Agreements and Co-operation**

Waikato-Tainui would like to have the opportunity to discuss International Agreements when they arise with the Department of Conservation.

### **40. 1.8.2 Re-classifying Public Conservation Land**

Waikato-Tainui strongly affirm the need for the DOC to consult with all Iwi when re-classifying conservation lands and waters to ensure the first right of refusal process is not undermined and to ensure it is for the greater conservation good.

## **PART TWO: PLACES**

41. Waikato-Tainui promote integrated management for the restoration and protection of the Waikato River as defined in the Agreement in Principle. We therefore would like to reserve the opportunity to work with DOC to identify "places" that requires integrated conservation management. These "places" may include, but are not limited to, Lower Waikato River Islands, which require management by DOC, the Waikato Regional Council and Land and Information New Zealand for issues of conservation and white bait management. Waikato-Tainui would like to explore this opportunity.

### **Recommendations**


42. Waikato-Tainui recommends that the points raised in this submission are received in its highest regard in the further development of the Conservation Management Strategy 2008-2018.
43. That DOC ensure appropriate timeframes are in place to effect the proposed outcomes to be identified in the Vision and Strategy for the Waikato River and its Catchment.

### **Conclusion**

44. Waikato-Tainui supports the formatting and general purpose of the CMS.
45. The Waikato River is the Tuupuna Awa of Waikato-Tainui.
46. The protection and restoration of the health and wellbeing of the Waikato River including its lakes is of utmost importance.
47. Waikato-Tainui look forward to supporting this submission through further discussion and presentation with DOC.

**DATED:** 16<sup>th</sup> April 2008

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