

Te Pūkaki Tapu o Poutūkeka Co-management Agreement

Signed: 13 December 2023 at the Holiday Inn, Māngere.

For the Puukaki Maaori Marae Committee

Miriama Wilson
Chair of the Puukaki Maaori Marae Committee

For Te Ākitai Waiohua Settlement Trust

Karen Wilson
Chair of Te Ākitai Waiohua Settlement Trust

For Auckland Council

Tauanu'u Nick Bakulich
Chair of the Māngere-Ōtāhuhu Local Board

Phil Wilson
CE, Auckland Council

**Puukaki Maaori
Marae Committee**

**Te Ākitai
Waiohua
Settlement Trust**



**Te Kaunihera o
Tāmaki Makaurau**
Auckland Council



TE PŪKAKI TAPU O POUTŪKEKA CO-MANAGEMENT AGREEMENT

between

TE ĀKITAI WAIOHUA / PŪKAKI MĀORI MARAE COMMITTEE

and

AUCKLAND COUNCIL (MĀNGERE-ŌTĀHUHU LOCAL BOARD)

HE MIHIMIHI

Thei mauri ora i te pikinga o te rā, me āna tangi pere i te karakia. Ka tukuna atu ngā whakamoemiti ki te atua e manaaki ana i a tātou katoa mai i te whenua, ki te rangi.

Ngā tuku maioha hoki ki ngā tūpuna, ngā kahui whetū mai i tēnei rangi, ki tua-whakarere. Huri tau anō ki a tātou, mā mātou nō Te Ākitai Waiohua e whakahere ana i te ringa tauwhiro ki a koe, ki a koutou, ki a tātou katoa, Pai marire

KUPU WHAKATAKI / INTRODUCTION:

Mā mua ka kite a muri, Mā muri ka ora a mua.

“Those who lead give sight to those who follow, those who follow give light to those who lead”.

1. The Inaugural Co-management Committee was established between Te Ākitai (Pūkaki Māori Marae) and Manukau City Council through an October 2010 agreement, by way of existing commitments. It is a relationship and agreement inherited by Auckland Council.
2. This agreement updates the 2010 Co-management agreement, recognising each other's roles and affirming commitments. Once signed by both parties, this agreement will replace the 2010 agreement.
3. This agreement sets out how Pūkaki Māori Marae Committee and Auckland Council will work together to share responsibility for co-managing Te Pūkaki Tapu o Poutūkeka.
4. This agreement recognises the long-standing spiritual, ancestral, cultural, customary, and historical interests of Te Ākitai Waiohua to Te Pūkaki Tapu o Poutūkeka and the Auckland Council's duty to manage the historic reserve land as a public reserve under the Reserves Act 1977.
5. Auckland Council acknowledges Te Ākitai Waiohua will provide guidance to uphold and protect the interests of Te Pūkaki Tapu o Poutūkeka in support of the Pūkaki Māori Marae Committee as the party working in co-management with Auckland Council.
6. “Te Pūkaki Tapu o Poutūkeka” in this agreement means the lands as shown in Appendix A and Appendix B and other such lands the parties may jointly agree to be added. Some lands are owned by Pūkaki Māori Marae Committee and some by Auckland Council. The status of these lands is also set out in Appendix B and includes Te Pūkaki Tapu o Poutūkeka Historic Reserve.

TĀTOU RURUKU KI TE MAHI NGĀTAHI - OUR COMMITMENT TO CO-MANAGEMENT

7. In this agreement the Pūkaki Māori Marae Committee and Auckland Council reaffirm their commitment to co-management of Te Pūkaki Tapu o Poutūkeka.
8. Auckland Council acknowledges the customary role and responsibility of Te Ākitai Waiohua as kaitiaki of Te Pūkaki Tapu o Poutūkeka.
9. Pūkaki Māori Marae Committee will share as appropriate its expertise, knowledge, service and resources through co-management with the Auckland Council to assist in the preservation of Te Pūkaki Tapu o Poutūkeka and in doing so contributing to the well-being of the people of Te Ākitai Waiohua and all who reside in Manukau.
10. Pūkaki Māori Marae Committee records:
Nā mātau te tiaki
Nā te tiaki te whakamana
Nā te whakamana te whai tikanga

For us to look after
To look after is to be empowered
To be empowered is a crucial and momentous responsibility
11. Auckland Council acknowledges that its predecessor, the Manukau City Council, committed to co-management of Te Pūkaki Tapu o Poutūkeka and affirms those earlier decisions and the approach of that Council.
12. Pūkaki Māori Marae Committee and Auckland Council commit to co-management of Te Pūkaki Tapu o Poutūkeka where they:
 - a. Work together for the well-being of all under the kaupapa of Te Tiriti o Waitangi/Treaty of Waitangi;
 - b. Foster harmonious relationships between the Auckland Council and the people of Te Ākitai Waiohua;
 - c. Recognise the resolve of Te Ākitai Waiohua to exert kaitiakitanga over the lands and waters within the rohe of Te Ākitai Waiohua as provided for in the Reserves Act, the Resource Management Act 1991, Local Government (Auckland Council) Act 2009, the Local Government Act 2002, other relevant legislation and current Council policy; and
 - d. Establish the means of participation for the people of Te Ākitai Waiohua in the decision-making processes of Te Pūkaki Tapu o Poutūkeka Management Committee.

TE PŪKAKI TAPU O POUTŪKEKA

13. The Pūkaki Māori Marae Committee and Auckland Council acknowledge the agreements in the Deed of Settlement of Te Ākitai Waiohū and the Crown of 12 November 2021 (see also Appendix C) and the following kōrero of Te Ākitai:

- a. Pūkaki is the principal marae of Te Ākitai. Before the land wars the main buildings were located on the southern headland of the confluence of Pūkaki and Waokauri Creeks. Other buildings and urupā were on the opposite bank overlooking Pūkaki Lagoon. The estuary and creek provided the people of Pūkaki with their seafood needs, as well as enabling them to access the Manukau Harbour for plying trading opportunities with extended whānau, settlers and other hapū. The lagoon's primary function was to provide shelter to canoes. Pūkaki Lagoon has additional significance as one of the sacred footsteps of Mataaoho (Ngā Tapuwae o Mataaoho), the Māori deity whose footprints are evidenced by a series of depressions in the landscape from Lake Pupuke on Auckland's North Shore.¹
- b. Pūkaki Lagoon is also referred to as Ngā-Wai-Tapu-O-Mataaoho, the sacred footsteps of the God of earthquakes and eruptions.
- c. Pūkaki Crater is named "Te Pūkakitapu o Poutūkeka" – "the sacred well spring of Poutūkeka". The name dates back to Poutūkeka of the Tainui waka. Those who disembarked and intermarried with the people already there. Te Ākitai Waiohū are descendants of these ancestors who are known as Ngā Oho. Several generations later Poutūkeka II, the son of Kuranoke was the paramount chief (ariki) of Ngāti Poutūkeka. He held dominion over Tāmaki and Manukau regions in or around the 16th Century. The name of Poutūkeka II is not only in recognition of Poutūkeka from the Tainui waka, but also reasserts his connection to the area. The crater is also of significance as a result of its association with this ancestor. Huakaiwaka succeeded his father Whatuturoto as the ariki of Ngāti Poutūkeka, who in turn had succeeded from his father Poutūkeka II. An alternate name for the crater, Te Wai Pūkaki o Poutūkeka – "the waters of Poutūkeka" tells the story of Huakaiwaka who 'close to death', asked to drink the waters from the sacred spring located at Pūkaki Crater.
- d. The crater rim was also adjacent to the original Pūkaki pa and papakainga site, which was accessed through the current market garden block. A series of springs (puna) were also prevalent and provided a plentiful supply of water. All lands within this vicinity were once in the ownership of Te Ākitai until major confiscations occurred in the 1860s. Manukau City Council in the 1990's assisted with the return of ancestral marae lands, including the urupā to the Pūkaki

¹ Adapted from "Finding of the Waitangi Tribunal on the Manukau Claim", 1985. p26

Māori Marae Committee, supporting settlement of Treaty of Waitangi claims.²

- e. Various lands within the vicinity of Te Pūkaki Tapu o Poutūkeka were confiscated by the Crown from mana whenua in the 1860s.
- f. Pūkaki Lagoon was not included as part of the Auckland Volcanic Field in the Department of Conservation list of sites for consideration to the World Heritage nominations, because it was privately owned at the time of compilation. It certainly appears to have the qualities for inclusion.
- g. On the southern boundary of Pūkaki Crater is a ribbon of land owned by the Pūkaki Māori Marae Committee. At the eastern tip of this site is an urupā established on a former Pā site.

14. Auckland Council acknowledges the customary and spiritual values of Te Ākitai Waiohūa to Te Pūkaki Tapu o Poutūkeka and also note the scientific, heritage and other values linked to the site. Auckland Council recognise that Te Pūkaki Tapu o Poutūkeka is of great significance to iwi as one of 'Ngā Tapuwae o Mataaoho' – the footprints of Mataaoho the deity associated with volcanic forces. The footprints of Mataaoho are evidenced by a series of volcanic explosion craters.

NGĀ MOEMOEĀ - OUR JOINT OBJECTIVES FOR CO-MANAGEMENT ARE:

15. The Pūkaki Māori Marae Committee, and Auckland Council agree the following objectives for co-management:

- a. To ensure cultural understanding;
- b. To ensure the sustainable management of Te Pūkaki Tapu o Poutūkeka;
- c. To provide for Te Ākitai Waiohūa and the wider community needs;
- d. To ensure accountability for management of Te Pūkaki Tapu o Poutūkeka;
- e. To ensure statutory obligations are met;
- f. To seek to secure sufficient resources to actively undertake development and management of Te Pūkaki Tapu o Poutūkeka;
- g. To seek to develop an economic and knowledge base for Te Ākitai Waiohūa through sustainable practices that strongly reflects Te Ākitai Waiohūa cultural and heritage values, to the extent to which resources allow and subject to the relevant values, including reserve values, of the whenua;

² See also Appendix C extracts from Te Ākitai Waiohūa Deed of Settlement 2021

- h. To pro-actively monitor and work to prohibit the encroachment of urban development and land use activities that have or may have an impact on Te Pūkaki Tapu o Poutūkeka;
- i. To support Te Ākitai Waiohua to actively carry out their kaitiakitanga responsibilities.
- j. To incorporate Te Ākitai Waiohua traditions into the management of Te Pūkaki Tapu o Poutūkeka and investigate research and development that aligns with such traditions and any relevant reserve values: For example - research and development of initiatives such as:
 - i) A Healing Centre – mirimiri, rongoa, romiromi, reiki;
 - ii) Springs (Puna) – pure bottled water;
 - iii) Planting native trees, bush, plants for cultural purposes such as weaving;
 - iv) Bee keeping and native honey;
 - v) firewood (hangi);
 - vi) The establishment of an animal/plant life sanctuary for endangered flora and fauna, including re-introductions; and
 - vii) Maara kai or gardens, including herbs and nursery to nurture, educate and sustain the people.

TE PŪKAKI TAPU O POUTŪKEKA CO-MANAGEMENT COMMITTEE

- 16. The Pūkaki Māori Marae Committee and Auckland Council agree that the members of the co-management committee shall be appointed by Pūkaki Māori Marae Committee and Auckland Council as set out in this agreement.
- 17. The members of the co-management committee will be responsible for all strategic decisions relating to the co-management of Te Pūkaki Tapu o Poutūkeka in accordance with:
 - a. Te Ākitai Waiohua tikanga;
 - b. this agreement;
 - c. the Reserves Act 1977, including the purpose for which any reserve land is held under the Act;
 - d. the Reserve Management Plan; and
 - e. other such legislation applicable to Te Pūkaki Tapu o Poutūkeka.
- 18. The co-management of Te Pūkaki Tapu o Poutūkeka will respect the principles of Kiingi Potatau Te Wherowhero, as restated six generations later by Te Arikinui Dame Te Atairangikaahu:

"That we should at all times conduct our affairs in unity, love, lawfulness and faith".

Membership

19. The membership of the co-management committee shall include six members, or any greater number, as agreed to by the parties. Pūkaki Māori Marae Committee will appoint half of its members, the Auckland Council will appoint half of its members.
20. The Pūkaki Māori Marae Committee and Auckland Council may appoint such persons as they see fit, but the parties agree that it is desirable to appoint such members who have skills, experience, and competencies to promote the kaupapa set out in this agreement. The parties suggest that such skills, experience, and competencies should include any of the following:
 - a. relationship-building skills
 - b. good communication skills
 - c. knowledge of Te Pūkaki Tapu o Poutūkeka
 - d. knowledge of Te Ākitai Waiohū and Pūkaki Marae
 - e. knowledge of the Te Ākitai Waiohū Deed of Settlement and Te Ākitai Waiohū Settlement Trust as an iwi representative entity
21. The parties suggest that the following attributes, skills, experience and competencies may also be useful for the mahi of the co-management committee and when the parties consider their respective appointments:
 - a. Basic financial acumen and an understanding of financial accounts;
 - b. A commitment to the work involved;
 - c. Promoting continuity on the co-management committee;
 - d. Working knowledge of Taiao – environmental outcomes ie. protection, restoration, sustainability.
22. Members are appointed for a term of three years to align with the triennial council election cycle and may be re-appointed.

Quorum

23. The quorum will be one half of the members, provided that this includes at least one Auckland Council appointee and one Pūkaki Māori Marae Committee appointee.

Appointments of Chair and Deputy Chair

24. Those members appointed by the Pūkaki Māori Marae Committee shall appoint the Chair of the co-management committee, and members

appointed by Auckland Council shall appoint the deputy chair of the co-management committee.

Consensus decision-making

25. The co-management committee shall strive to make all decisions by consensus. If, after reasonable discussion, the chair of the committee considers that it is not practicable for the committee to reach a consensus decision, the chair may, at their sole discretion, declare that the decision will be made by a majority vote of the committee.

Frequency of hui

26. The co-management committee will meet on an as required basis but at a minimum will meet twice each year.

Functions and powers

27. The primary task of the Co-Management Committee will be to prepare a management plan for Te Pūkaki Tapu o Poutūkeka in accordance with section 41 of the Reserves Act 1977.
28. It is the intention of the parties that the Māngere-Ōtāhuhu Local Board will delegate to the Co-Management Committee the power to prepare and approve the reserve management plan. It is to be established for this purpose as a committee of the local board in accordance with the Local Government Act 2002.
29. For the purposes of any other strategic decisions relating to the co-management of Te Pūkaki Tapu o Poutūkeka, it is the intention of the parties that the Māngere-Ōtāhuhu Local Board will delegate authority to the Māngere-Ōtāhuhu Local Board representatives on the Co-Management Committee in accordance with the Reserves Act and Local Government Act 2002, with such decisions to be made on the recommendation of the full Co-Management Committee.

FUNDING

30. Auckland Council will be responsible for any remuneration regarding meeting attendances for Pūkaki Māori Marae Committee appointees.
31. Auckland Council shall provide administration resources and support to the co-management committee to carry out its functions.
32. The parties acknowledge that Pūkaki Māori Marae Committee may agree to provide funding towards the co-management of Te Pūkaki Tapu o Poutūkeka and continue to provide funding and support in kind through their participation in co-management and the sharing of knowledge and tribal kōrero.
33. The Auckland Council may also make annual provision for ongoing development, maintenance, and management of Te Pūkaki Tapu o Poutūkeka within its work programme. This would be in addition to Auckland

Council providing remuneration of meeting attendance of co-management appointees and administrative support.

34. The co-management committee may receive reports from Auckland Council and Pūkaki Māori Marae Committee as appropriate (note: third party advice and reports may be obtained via Auckland Council and Pūkaki Māori Marae Committee).

INTELLECTUAL PROPERTY

35. Any new intellectual property created by Te Ākitai Waiohū under this agreement, including without limitation any photographs, other images, text, and design and the contents of any reports, will be owned by Te Ākitai Waiohū and Te Ākitai Waiohū Settlement Trust, which may grant Auckland Council a licence to use any such intellectual property.

ISSUE RESOLUTION

36. The co-management agreement between Auckland Council and Pūkaki Māori Marae Committee is based on good faith and co-operation, including mutual understanding and respect for each other's world views and perspectives. Both parties agree that there should be open dialogue, clear communication, and an unreserved commitment to work towards acceptable solutions with honesty and respect.
37. In the event of any disputes or differences arising in respect of the commitments specified in this Agreement that are not resolved by consensus, the parties will agree on a person to act as a mediator. Te Ākitai Waiohū Settlement Trust may also be invited to provide assistance. Auckland Council will meet the cost of the mediator.

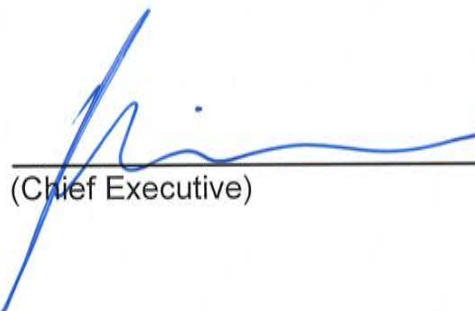
REVIEW

38. In recognition of the trust, co-operation and goodwill between the parties, the Agreement can be amended at any time by mutual agreement of Auckland Council and the Pūkaki Māori Marae Committee. Auckland Council and the Pūkaki Māori Marae Committee will review the Agreement every three years from the date of signing unless the parties agree otherwise.

Signed for and behalf of Te Kaunihera o Tāmaki Makaurau



(Māngere – Ōtahuhu Local Board Chair)



(Chief Executive)

Signed for and behalf of Te Ākitai Waiohū / Pūkaki Māori Marae Committee



(Pūkaki Māori Marae Committee Chair)



(Te Ākitai Waiohū Settlement Trust Chair)

Date of Signing: 13 December 2023

Place of Signing: Māngere

APPENDICES

- (A) Map of Land at Te Pūkaki Tapu o Poutūkeka (Pūkaki Crater);
- (B) Te Pūkaki Tapu o Poutūkeka (Pūkaki Crater) lands subject to this Co-Management Agreement – Key; and
- (C) Extracts from Deed of Settlement of Te Ākitai Waiohū and the Crown dated 12 November 2021.



Ti Kāwhēre
MANUKAU
City Council



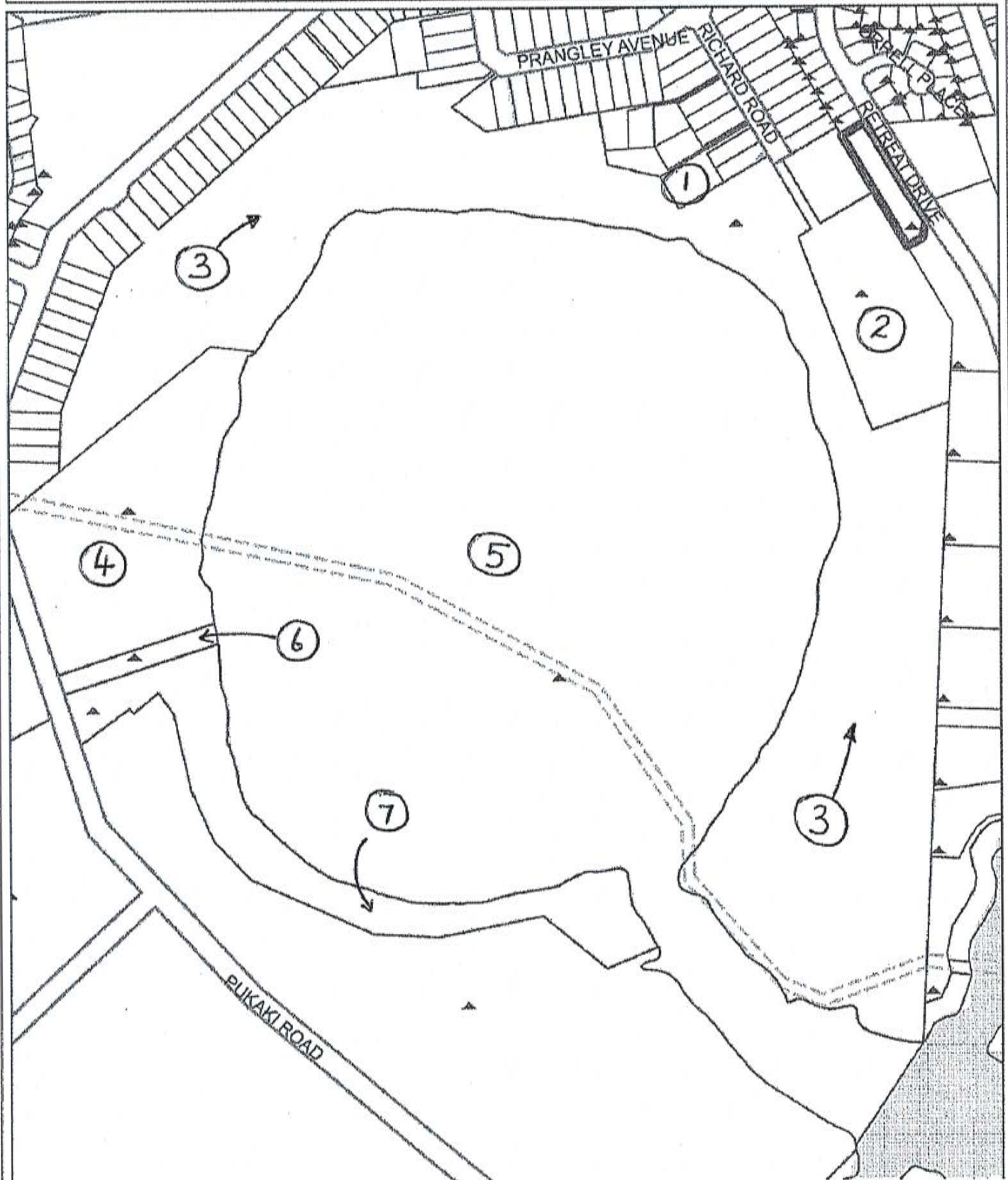
27 July 2010

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▲ NOTE: Properties containing this symbol are recorded on the Land Information Register. You are advised to clarify its reference at the Kōtuku Customer Center, in Kōtuku House, Manukau City

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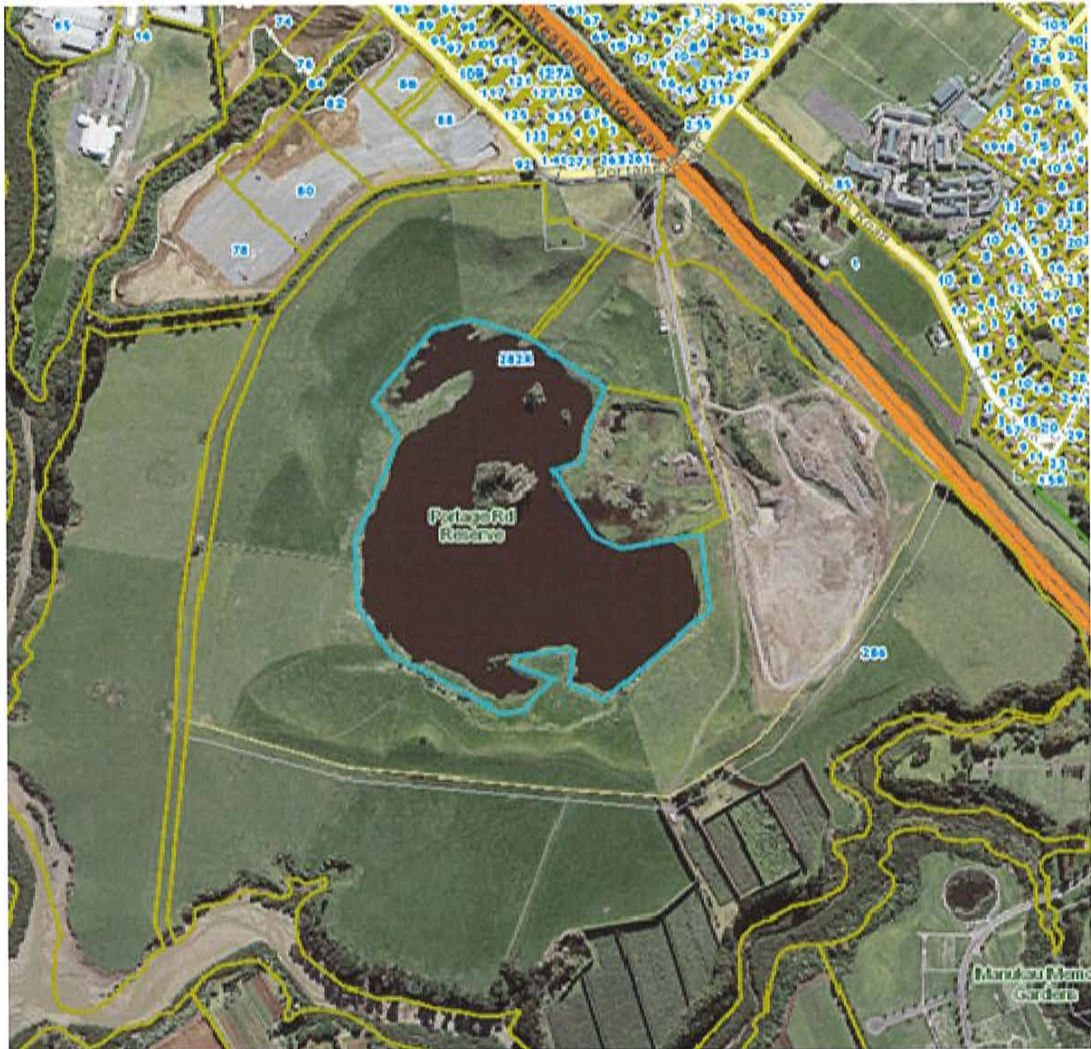


APPENDIX B:
TE PUKAKI TAPU O POUTUKEKA (PŪKAKI CRATER) LANDS SUBJECT TO
THIS CO-MANAGEMENT AGREEMENT– KEY

Site (refer to plan)	Land (Address and Legal)	Ownership	Status	Description
1	19 Richard Road – Lot 25 DP 43679	Auckland Council	Historic Reserve under the Reserves Act	Crater rim
2	24 Richard Road – Allot 388 Parish of Manurewa	Auckland Council	Historic Reserve under the Reserves Act	Crater rim
3	27 Richard Road – Part Lot DP 7131	Auckland Council	Historic Reserve under the Reserves Act	Crater rim
4	27 Richard Road – Allot 162 Parish of Manurewa	Auckland Council	Historic Reserve under the Reserves Act	Crater rim
5	96 Pukaki Road - Sec 1 DP 17966 Blk IX Otahuhu SD	Pūkaki Māori Marae Committee	Fee simple leased to AC for 21 year terms in perpetuity	Crater floor
6	96 Pukaki Road -Allot 219 SO 23085 Parish of Manurewa	Pūkaki Māori Marae Committee	Fee simple leased to AC for 21 year terms in perpetuity	Access to crater floor from Pukaki Road
7	98 Pukaki Road - SEC 1 SO 64711	Pūkaki Māori Marae Committee	Fee simple	Crater rim leading to urupa

ADDITIONAL LANDS

Ngā Kapua Kohuora Crater Hill Lake (Portage Road Reserve) at 282R Portage Road Mangere Auckland is described as Allotment 51A Parish of Manurewa SO 5210 and being an unclassified local purpose reserve.



**APPENDIX C:
EXTRACTS FROM DEED OF SETTLEMENT OF TE ĀKITAI WAIOHUA AND THE
CROWN DATED 12 NOVEMBER 2021**

Clause 2.1.

The Crown's acknowledgement and apology to Te Ākitai Waiohua (Te Ākitai) in part 3 are based on this historical account.

Clause 2.2.

This historical account describes the relationship between the Crown and Te Ākitai from 1840 and identifies Crown actions and omissions which have caused grievance to Te Ākitai over many generations. It provides context for the Crown's acknowledgement of its Treaty breaches against Te Ākitai and for the Crown's apology to Te Ākitai.

Clause 2.78.

In 1947, Te Ākitai had asked the Māori Land Court to set three acres of its land aside as a Māori Reservation. This land contained the Pūkaki Marae. However, while the Māori Land Court twice made an order recommending the land be reserved, in both cases the Crown failed to act on the recommendation. In March 1947, an order was given by the Māori Land Court that the land be "gazetted to reserve the land" including the wharenui and a house as a marae and papakāinga reserve. This did not take place. Additionally, in 1953 the Māori Land Court, intending to create a road to the marae, sent another order that the land be gazetted by the Department of Māori Affairs. Again, it was not acted upon, although both the Māori Land Court and the land owners could have reasonably assumed that the reserve had been created, protecting the land. However, left ungazetted and open to alienation, in 1969 the land was unintentionally included in a private sale.

Clause 2.79.

By 1985, only 7.8 acres of Māori freehold land owned by different whānau members of Te Ākitai remained of the land returned by the Compensation Court. As the Te Ākitai land base diminished and continued to diminish over the century, the community at Pūkaki disbanded.

Clause 2.80.

Today the only pieces of land held in tribal ownership were gifted by other parties. The land beneath the current Pūkaki Marae was gifted back to Te Ākitai by the private legal owner after it was learnt how iwi land had been lost. The Pūkaki Crater floor and Pūkaki urupā near the crater were gifted back to the iwi by the Manukau City Council following the Waitangi Tribunal's report on the Manukau Harbour claim. The Pūkaki urupā had fallen out of Māori ownership as it was sold while Te Ākitai were in exile following the Waikato War. Today Pūkaki urupā is still landlocked and the only access is through private land which requires the permission of the legal owner.

Clause 2.81.

The ongoing development of Auckland Airport and the establishment of a sewerage treatment plant in Ihumātao in the 1950s have had a severe impact on the environment within the Te Ākitai rohe and the iwi's access to kaimoana. Airport-derived pollution has run off into the Manukau Harbour and nearby Pūkaki and Waokauri Creeks, and interference with the flow of water from the building operations at the airport has increased siltation of Oruarangi Creek. The sewerage works and oxidation ponds were built directly over oyster and scallop beds, and caused unpleasant odours, insect infestations and the reduction of water quality and hydrology of the Manukau Harbour around Ihumātao. Airport foreshore reclamations and operation restrictions on activities within the area limited the ability for any traditional fishing to occur around Pūkaki and Ihumātao, while the fisheries and flow once associated with local waterways including Oruarangi Creek have been decimated.

Clause 2.82.

Although the treatment plant, which sat next to Makaurau Marae, opened in 1960, individual members of Te Ākitai who had lived in the Ihumātao area were not connected to the sewerage scheme for nearly 20 years.

Clause 2.83.

Local maunga (mountains) and volcanic cones of particular significance to Te Ākitai have been lost either partially or entirely due to mining and quarrying developments. The Waitomokia, Maungataketake and Matukutūruru maunga have disappeared due to quarrying and sections of the Puketutu (Te Motu a Hiaroa) and Matukutūreia cones have also been quarried away. Some places such as Te Tapuwae o Mataaoho (Sturges Park) have been heavily modified for modern

development. These Manukau landmarks inhabited by ancestors of Te Ākitai are mostly or completely gone now in the name of urban progress.

Clause 2.84.

In 1911, Pūkaki Lagoon (Te Pūkakītapu-o-Poutūkeka), a crater site of deep significance adjoining an urupā, was included in lands that were vested in the Auckland Harbour Board by the Manukau Harbour Control Act. The land was drained and farmed, but in the 1920s the crater was used as a racetrack. Although Māori petitioned for the land's return from at least 1929, the land was not returned for many decades. In the 1970s, a stock car track was built around its rim and part of the adjoining urupā was bulldozed, exposing human remains. To the north lies the Ōtuataua stonefields in Ihumātao, which remain as one of the last enduring and relatively unmodified examples of Te Ākitai occupation and history in the region.

Clause 2.85.

In recent decades, the Manukau Harbour has continued to be affected environmentally by urban development and the infrastructure of Auckland city, including multiple urban projects and stormwater infrastructure, waste runoff and the discharge of raw sewerage through emergency overflow points around the harbour. Pollution and modification of the marine environment has also impacted upon its integrity as a natural resource. All of these examples show that the ability for Te Ākitai to meet its kaitiakitanga obligations is inextricably linked with the ongoing development of Tāmaki Makaurau.

Clause 2.86.

During the nineteenth century, Te Ākitai sold its land to the Crown on the understanding that it would benefit from European settlement. However, without a land base, the ability of Te Ākitai to participate in the economy of the colony was limited, and the iwi gained little benefit from the thriving city of Auckland which had grown in their rohe.