

KAITIAKI AGREEMENT – MORINGAEHE RESERVE Between

Te Kaunihera o Te Hiku o te Ika, Far North
District Council (Council)

And

Ngā Hapū o Ahipara

1. The Whenua

The whenua, Moringaehe¹ Reserve, is located at 1 Wharo Way, Ahipara (Lot 1, DP 381292) and 3 Wharo Way, Ahipara (Lot 23, DP 381292) and is classified as a Historic Reserve under the Reserves Act 1977 and is under Council ownership.

The classification of the whenua as a Historic Reserve under the Reserves Act 1977 protects and preserves in perpetuity places, objects, and natural features of historical, archaeological, and cultural significance.

The whenua holds significant historical, cultural, and ecological value to Ngā Hapū o Ahipara, including Te Parewhero, Ngāti Houpure, Ngāti Pākahi, Ngāti Moroki, Patukirikiri, Ngāti Waiora, Ngāti Rua, Ngāti Moetonga, and Te Rōreka of Te Rarawa.

¹ Moringaehe (sometimes seen spelled as Moringaihe, Moringaehe, Moringai, or other variants) refers to the same place, and the variation in spelling is quite common across Māori placenames, especially when they have been passed down orally, misheard, or written differently in historical documents and maps.

2. Purpose

This Agreement represents a collaboration between Council, Te Kuaka Committee, and Ngā Hapū o Ahipara, to ensure that Moringaehe Reserve (Moringaehe) is managed in accordance with the Reserves Act 1977, hapū values, tikanga Māori, and environmental best practice and facilitates the day-to-day management of Moringaehe by Ngā Hapū o Ahipara in collaboration with Council.

Both Parties are committed to working together to preserve Moringaehe as whenua of historical significance to Ngā Hapū o Ahipara and this Agreement provides a framework for that relationship between the Parties.

In recognition of the enduring kaitiaki role of Ngā Hapū o Ahipara, the Parties acknowledge that a secure digital record may be established by Ngā Hapū o Ahipara to document decisions, kaitiaki activities, restoration work, and bio-cultural narratives associated with Moringaehe."

Any such system will remain under hapū authority and reflect tikanga Māori in its design and use.

3. Background

Prior to European settlement, the parcels now known as 1 and 3 Wharo Way formed part of a significant Māori settlement, including papakāinga, whare, māra kai (communal gardens), and a marae.

In 1869, approximately eight acres known as Moringaehe were granted by the Crown to ten Māori grantees, each holding an equal share. Over time, James Work Reid acquired six and one-third shares. Following his death, the Māori Land Court partitioned the land into Moringai A and Moringai B.

Moringai A was vested in the Reid family, while Moringai B was vested in 23 Māori successors of the original grantees. By the 1920s, Johanna Mary Reid had acquired both blocks and, in 1957, gifted the land to the Catholic Church in Auckland. The land was later subdivided and sold to Melville Holdings Ltd.

Council initially sought to vest both 1 and 3 Wharo Way as Local Purpose (Historic) Reserve; however, this was overturned by the Environment Court following opposition from Melville Holdings. A Local Purpose Reserve was established over 3 Wharo Way in July 2003, but this did not extend to 1 Wharo Way.

In 2008, 1 Wharo Way was purchased by a private owner who intended to develop the land, including the removal of a pōhutukawa tree of significance to Ngā Hapū o Ahipara. This resulted in occupation of the whenua by Ngā Hapū o Ahipara for approximately two years. The occupation concluded when Council purchased the land in 2023.

4. Whakataukī and Vision

“Whai mai tumatuma, whai mai taritari – Toakai”

Vision

“Moringaehe is a place of remembrance and restoration, where Ngā Hapū o Ahipara lead the care and revitalisation of ancestral whenua, for the benefit of future generations and the wider community.”

Ngā Hapū o Ahipara and Council will work collaboratively to co-manage Moringaehe as a place of sanctuary, remembrance, and restoration.

The role of Ngā Hapū o Ahipara as kaitiaki may include, but is not limited to:

- Day-to-day maintenance activities
- Managing reserve bookings and events (in collaboration with Council)
- Caring for and maintaining reserve assets
- Engaging with Council on the future of the reserve through the development of a Reserve Management Plan

As kaitiaki, Ngā Hapū o Ahipara will ensure the protection of the whenua, its hītori, wāhi tapu, and pakiwaitara. The Parties will work together to ensure that activities on Moringaehe are managed, wherever possible, in a way that respects and gives effect to tikanga Māori.

5. Objectives

The objectives of the collaboration under this Agreement between Ngā Hapū o Ahipara and Council include:

- Cultural Objectives
 - Honouring the ancestral presence, papakāinga, and marae history of Moringaehe. Facilitating hapū access and use of Moringaehe for cultural, educational, and commemorative purposes.
- Environmental Objectives
 - Protecting significant natural features on Moringaehe, including the pōhutukawa tree, through appropriate protection mechanisms. Restore and enhance the ecological health of the reserve.
- Community Objectives
 - Enable respectful public access to Moringaehe. Provide opportunities for community and school involvement in restoration activities. Promote understanding of local Māori history, tikanga, and environmental values.

6. Council Responsibilities

Council will:

- Work collaboratively with Ngā Hapū o Ahipara to maintain a positive and meaningful working relationship
- Engage with Ngā Hapū o Ahipara in the development of a Reserve Management Plan for Moringaehe
- Arrange general maintenance by Council's Community Services contractor four times annually in accordance with the rural maintenance schedule under Council's Community Services Contract..
- Recognising that Hapū time, expertise, and leadership must be appropriately resourced and remunerated, allocate funding, through its Annual Plan or other mechanisms, to support maintenance and other work undertaken by Ngā Hapū o Ahipara on Moringaehe. Retain ownership and responsibility for maintaining the commemorative plaque at 3 Wharo Way. Discuss ownership, placement, and maintenance of any new assets with Ngā Hapū o Ahipara prior to installation. Discuss all booking or event enquiries received by Council with Ngā Hapū o Ahipara

7. Ngā Hapū o Ahipara Responsibilities

Ngā Hapū o Ahipara will:

- Work collaboratively with Council to sustain a positive, meaningful working relationship
- Undertake agreed maintenance activities as kaitiaki of Moringaehe
- Meet with Council's District Facilities team as required to discuss maintenance and any other requirements for Moringaehe
- Engage with Council on the development of a Reserve Management Plan for Moringaehe Reserve. Work with Council to develop and comply with a Site Safety Plan in accordance with the Health and Safety at Work Act 2015 and any other relevant regulatory requirements.
- Maintain Toakai, the pou whenua overlooking Moringaehe
- Report issues such as damage, vandalism, pests, or compliance matters to Council. Discuss booking or event requests initiated through Council's online booking system

8. Representation

Each Party may nominate representatives appropriate to the kaupapa under discussion.

The initial contact person for Ngā Hapū o Ahipara will be [to be confirmed].

The initial contact person for Council will be [to be confirmed].

9. Co-Management Committee

Ngā Hapū o Ahipara and Council will establish a Co-Management Committee comprising:

- One representative from each of the three Ahipara hapū
- One elected member representative of Council
- One elected member representative of Te Hiku Community Board
- One Council staff member nominated by the Chief Executive

The Committee will meet as required, and at least annually, to:

- Provide strategic direction for co-management
- Develop and review work programmes for the maintenance and development of Moringaehē
- Provide input to Council on the development of a Reserve Management Plan or Moringaehē.
- Review maintenance and resourcing needs for discussion with Council
- Review this Agreement periodically together with Council to ensure it remains relevant and continues to reflect the aspirations of the Parties.

10. Amendments

This Agreement may be amended by the Parties by mutual agreement recorded in writing to reflect evolving circumstances, aspirations, or operational needs.

11. Dispute Resolution

Any dispute or concern arising under this Agreement will be addressed through tikanga-based, kanohi ki te kanohi discussions in the first instance. The Parties commit to resolving issues in a manner consistent with the Purpose and spirit of this Agreement.

Signed for on behalf of Te Kaunihera o Te Hiku o te Ika, Far North District Council

Signature:

Date:

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