

Whakatohea Raupatu Negotiating Committee

THE PROJECT MANAGER

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Monday, 24 June 1996

To: Negotiating Committee
From: Project Manager

Tena koutou

As Tahu Taia has scheduled a meeting for the new Whakatohea Maori Trust Board on Friday 5 July it is opportune for the committee to meet as well.

Therefore I have scheduled a meeting for the negotiating committee on Saturday, 6 July to begin at 10:00am.

Proposed Agenda

karakia
nga mihi
apologies
previous minutes
finance
settlement offer - the Crown's unofficial position
the Opotiki Health Care Centre
update on other surplus properties
any other business

e noho mai ra, na



John Delamere

Briefing Note

Proposed Opotiki Health Care Centre - One Stop Shop

Some time ago Eastbay Health announced their intention of closing the health facility on Hospital Hill and opening a purpose built health care facility in the central business district of Opotiki.

The preferred location is the site of the former Post Office and Telecom. These lands are surplus to the needs of both NZ Post and Telecom and they are agreeable to disposing of these properties. Both properties are subject to section 27 of the State Owned Enterprise Act which means they must be offered back to Whakatohea.

The Crown has offered to sell us the Post Office site for \$359,000. No price for the Telecom site has been received yet from the Crown or Telecom. However, it is expected to be in the vicinity of \$100,000 making the total price about \$460,000.

What price eventually paid depends on a lot of variables. However, the best guess scenario is that the Whakatohea settlement would be charged at most \$350,000. The Crown has been advised the Whakatohea position is as follows:

1. Whakatohea expect all Crown owned surplus lands in the Whakatohea rohe to be put in a land bank available for use in the settlement of the Whakatohea claim;
2. Whakatohea consider these lands should be offered back to Whakatohea at no cost as the Crown stole these lands from Whakatohea without payment;
3. Although Whakatohea recognise the Crown has a policy of "buying" these lands for the land bank at current market value, Whakatohea will not agree to these values as this may be seen as compromising the philosophy of 2 above;
4. Whakatohea recognise the political realities of the situation and therefore expect the Crown to pay as little as possible for any properties it purchases for the land bank.
5. Whakatohea also consider the current market value must recognise the negative impact of treaty claims on the current market value of properties.

The Grafton Group, acting on behalf of Eastbay Health, offered an annual lease of \$23,750. This was rejected. Recently they amended their offer as follows:

site	area m2	\$ Grafton Group valuation	% annual rental	\$ annual rental
Telecom land	2,395	28,740	6.00	1,724
Post Shop land	1,175	80,000	6.00	4,800
sub-total				6,524
Post Shop building		330,000	11.50	37,950

totals

438,740

44,474

- conditions:**
- 1 Telecom site is bare land
 - 2 lease period is 15 years with 3 right of renewals
 - 3 rental is re-negotiated every 3 years
 - 4 Post Shop building sold to Community Trust for a nominal \$1.
 - 5 Rates & insurance paid by Community Trust

A response went back to the Grafton Group suggesting an annual rental of \$50,000 and only one 15 year right of renewal. They have now agreed to the following:

- annual rental of \$50,000
- tenant pays rates and insurance
- lease of 21 years plus 1 right of renewal for 21 years
- rent will be amended every 3 years based on CPI index
- the building on the Telecom site will belong to Whakatohea and be removed by Whakatohea

The health centre can not proceed unless Whakatohea agree. Although Whakatohea have not yet committed themselves to this project there has been an indication of general support for the concept, especially if the only other option is for all Eastbay Health services to be moved to Whakatane.

Both the Whakatohea Maori Trust Board and the Whakatohea Raupatu Negotiating Committee need to consider their positions in respect of the proposed health care centre. Do we accept? do we have another use for the site? or do we tell the Crown we do not want the site at all?

In my opinion the current offer stacks up commercially and makes Whakatohea a majority stakeholder in the provision of health services in Opotiki.

Recommendation

that: Whakatohea agree to lease the NZ Post/Telecom site to the Opotiki Community Health Trust under the following conditions:

1. annual rental of \$50,000 payable monthly in advance;
2. head tenant to be responsible for payment of all rates and all insurances;
3. the lease be for a maximum of 21 years with one right of renewal for a further maximum term of 21 years;
4. the rental will be amended every 3 years by the rate of change of the most update CPI index for the previous 3 years;
5. Grafton Group will be responsible for payment of all costs incurred in any amalgamation or sub-division of land titles;

6. rental will be payable from the moment the site is made available to the Grafton Group;
7. the Post Office building be sold to the Opotiki Community Health Trust for a nominal; sum of \$1.

<p>Indicative settlement as proposed by Whakatohea and put to the Hon Doug Graham on 16 June 1996 & 19 June 1996.</p>	<p>Whakatohea's understanding of the Crown's response to the indicative proposals for settlement tabled by Whakatohea</p>
<p>Formal Apology The Crown will apologise and admit to the wrongs done to Whakatohea.</p>	<p>The Crown agreed an apology would be appropriate and forthcoming.</p>
<p>Restoration of Whakatohea The Crown will pay to Whakatohea the sum of \$100 million as compensation for the wrongs done to Whakatohea by the Crown. Such wrongs include the loss of land, the killing of our ancestors, the destruction of the well being and economic base of Whakatohea, the destruction of the Whakatohea society.</p>	<p>The Crown's officials have evaluated the Whakatohea claim and consider it to be 1/5th of the value of Tainui, that is, \$34 million as at 1 December 1994.</p>
<p>The Crown will assist and advise Whakatohea in the implementation of the settlement and in the restructuring of Whakatohea and expeditiously pass any legislation that is necessary.</p>	<p>The Crown agreed this would be no problem.</p>
<p>The Crown will agree that the Whakatohea settlement will be 10% of the total of all settlements.</p>	<p>Whakatohea clarified this as a guarantee of relativity, the same as the so called Tainui "ratchet" clause guaranteeing Tainui 17% of total treaty claim settlements, should total settlements exceed \$1 billion. Despite the Crown insisting Whakatohea has to be relative to the Tainui settlement, and that such a clause is an integral part of the Tainui settlement, the Crown stated such a clause was not possible for Whakatohea.</p>

<p><u>Privately Owned Land</u> Whakatohea will not seek the compulsory return of any privately owned land within the rohe of Whakatohea.</p>	<p>The Crown acknowledges and agrees.</p>
<p><u>Cost of Negotiations</u> The Crown will pay the costs incurred by Whakatohea in the negotiating of this claim, such costs not to exceed the sum of \$500,000 excluding GST.</p>	<p>The Crown says this should be OK, although \$500,000 seemed rather high. Whakatohea responded that costs to date were about \$250,000 and should not go too much higher. Whakatohea also commented that the all up costs of the Whakatohea claim would make it easily the cheapest of all the major claims.</p>
<p><u>Tino Rangatiratanga</u> In recognition of the treaty relationship between Whakatohea and the Crown, and in recognising that Maori comprise half of the population of the Eastern Bay of Plenty, the Crown will:</p>	<p>The Crown agreed that it should be possible to craft an agreement for involving Whakatohea in a relationship arrangement that would satisfy Whakatohea.</p>
<ul style="list-style-type: none"> • agree to consultation with, and representation from relevant iwi in any partnership arrangement with the community at large. Examples of such partnerships are the appointment of directors for Crown entities such as Eastbay Health, and members of Conservation Boards. 	<p>The Crown agreed that it should be possible to craft an agreement for involving Whakatohea in a relationship arrangement that would satisfy Whakatohea.</p>
<ul style="list-style-type: none"> • allow Whakatohea to participate directly in the delivery to our own people those services currently delegated to Crown agencies such as CYPs, NZISS, NZES, TPK and Community Corrections. 	<p>The Crown agreed that it should be possible to craft an agreement for involving Whakatohea in a relationship arrangement that would satisfy Whakatohea.</p>

<p>The Crown stated this proposal was not acceptable and would never be agreed to by the Government.</p>	<p>The Crown agreed that it should be possible to craft an agreement for involving Whakatohea in a relationship arrangement that would satisfy Whakatohea.</p>
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<ul style="list-style-type: none"> • establish a system to allow EBOP Maori to participate directly in local body government as of right. Such participation will be through establishing of a Maori voting roll for local government elections similar to national elections. 	<ul style="list-style-type: none"> • enter into a partnership arrangement with Whakatohea and other relevant iwi in the management and control of the Ohiwa Harbour and its surrounding environment.
<ul style="list-style-type: none"> • enter into a partnership arrangement with Whakatohea in the management, control of and access to conservation lands within the rohe of Whakatohea. 	<ul style="list-style-type: none"> • enter into meaningful discussions on Article III rights of Whakatohea with the objective of ensuring there is an appropriate delivery of Article III services.

Property Rights

The Crown will offer to return to Whakatohea at no cost, all land owned by the Crown or its agencies plus all land subject to SOE memorials within the rohe of Whakatohea. Whakatohea will, however, only retain the following properties:

- former NZ Post site
- former MOW depot, Lot 5 DP 8094 BLK III
- former Road Services Depot
- former Telecom site
- Opotiki Police Station, sec 1, SO 8544, BLK III
- Opotiki Courthouse
- Opotiki Hospital
- DSW land (Mahi Tahiri) Duke St, pt allots 399 and 400
- Landcorp, RL 262 Sec 5, BLK I Motu West SD
- Landcorp, RL 424, Sec 4, BLK XV, Waiaua SD
- Landcorp, LP 2736, RO secs 1-10 SO 8440, BLK XV
- Landcorp, DPF 144 ro sec 4S, BLK VII, Opotiki SD
- Landcorp, sec 4 BLK VII sec 2 BLK VIII Motu SD
- Opotiki aerodrome

The Crown response was that if the properties listed were surplus, they would be available to Whakatohea at current market values. This did not include the Landcorp properties which the Crown claims are either sold or the lessor has the right to freehold. The Crown stated the Opotiki Aerodrome was not available as it was owned by the Opotiki District Council.

The Crown advised the current valuations for the following properties:

- NZ Post site - \$404,000
- MOW depot - \$140,000
- Road Services depot - \$135,000
- Telecom site - \$150,000
- Opotiki police station - \$272,000
- Opotiki Courthouse - \$145,000
- Opotiki Hospital - \$3,600,000
- DSW house Duke St - \$105,000

<p><u>Property Rights</u></p> <p>The Crown will offer to Whakatohea the ownership of the riverbeds of the rivers within the rohe of Whakatohea currently owned by the Crown such ownership to include mineral resources on and below the riverbed.</p>	<p>Whakatohea and the Crown agreed that this matter should be put to one side to be considered in the future as a generic issue.</p>
<p>The Crown will offer to Whakatohea the ownership of all mineral resources within the rohe of Whakatohea above and below all land owned by Whakatohea as well as all land currently owned by the Crown and its various agencies.</p>	<p>Whakatohea and the Crown agreed that this matter should be put to one side to be considered in the future as a generic issue.</p>
<p>The Crown will agree to allow Whakatohea to extract from the Conservation Estate sufficient keakea and totara to meet traditional needs for Whakatohea, such agreement to include all totara that have died.</p>	<p>The Crown agreed that it should be possible to construct an agreement to satisfy Whakatohea on this matter.</p>
<p>The Crown will legislate ownership to Whakatohea of all skeletal remains of any whale which has perished and is washed up on the foreshore in the rohe of Whakatohea in recognition that whale bones are a taonga of Whakatohea.</p>	<p>The Crown agreed that it should be possible to construct an agreement to satisfy Whakatohea on this matter.</p>