

MEMORANDUM OF UNDERSTANDING

between

**Her Majesty the Queen acting by and through the Minister
for Arts, Culture and Heritage (“the Crown”)**

and

Port Nicholson Block Settlement Trust (“PNBST”)

and

Wellington City Council (“WCC”)

relating to Watts Peninsula

MEMORANDUM OF UNDERSTANDING

1.0 PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to set out the relationship between the Crown, PNBST and WCC and set the guiding principles in relation to the exploration of possibilities for the development of an integrated future vision for the northern end of Miramar Peninsula, commonly referred to as Watts Peninsula.

2.0 PARTIES TO THE MEMORANDUM

- The Crown
- PNBST
- WCC

3.0 ACKNOWLEDGEMENTS

Treaty of Waitangi

The parties acknowledge the importance of the Treaty of Waitangi as a founding document of Government in Aotearoa/New Zealand.

Mana Whenua

The parties acknowledge the significance of the Watts Peninsula lands to mana whenua.

Port Nicholson Block Settlement Trust

PNBST owns part of Shelly Bay land, which is adjacent to the land subject to this MOU.

The parties acknowledge the rights and responsibilities established under the **Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2009**.

Resource Management Act 1991 and other legislation

Nothing in this MOU affects the requirement of any person proposing development of any part of Watts Peninsula to obtain the necessary consents under the Resource Management Act, Building Act or any other legislation.

Crown as statutory manager of Crown land

The parties acknowledge that nothing in this MOU affects the Crown's responsibilities as manager of Crown land and that any decisions in relation to Crown owned land must be made by the appropriate authority.

WCC as a regulator

The parties acknowledge that nothing in this MOU affects WCC's performance of its regulatory functions (which includes all functions under the Resource Management Act 1991), which are to be discharged objectively and independently of its obligations under this MOU.

4.0 BACKGROUND

Description of Land (refer map in Attachment 1)

The land on Watts Peninsula subject to this MOU is currently held as follows:

- Watts Peninsula Defence land owned by the Crown and held by NZ Defence Force (76.38 hectares)

- Former Mt Crawford prison site (12.5 hectares) owned by the Crown and held for Corrections purposes by Land Information New Zealand
- Maupuia/Centennial Reserve and Scorching Bay Reserve owned by WCC
- Part of Shelly Bay land owned by WCC
- Massey Memorial vested in the Crown as a special reserve and managed by the Ministry for Culture and Heritage under the terms of the Massey Burial Ground Act 1925
- Road reserve (Massey Road).

Background

- Watts Peninsula is a prominent Wellington landmark at the northern tip of Te Motu Kairangi/Miramar Peninsula, containing nationally significant cultural sites.
- Watts is an extensive area of occupation and utilisation by early iwi and hapū. Sites of Māori settlement and occupation particularly include the sites noted in WCC District Plan as M91 to M96 (linked through sites across the entire peninsula – particularly key strategic pā sites M100-M102).
- In September 2011 the Crown agreed to protect, preserve and develop the Watts Peninsula Defence land as a distinctive national destination that will bring together the natural environment with venues for the celebration and enjoyment of national heritage, recreation, culture and the arts.
- A Watts Peninsula leadership group and reference group representing key stakeholders including Taranaki Whanui, community, local body, central government and other interest groups were formed in 2011.
- A feasibility study was completed by the Ministry for Culture and Heritage in 2012 to help identify options for the future of the Watts Peninsula Defence land (NB: this was a joint project involving the Ministry for Culture and Heritage, Department of Conservation, New Zealand Defence Force, Heritage New Zealand, WCC and community representatives).
- In 2013 the Wellington City Council adopted the *'Our Capital Spaces Strategy'* which highlights the significance of Watts Peninsula and the desire of WCC to work with the Crown on its future development. WCC is also developing the Miramar Peninsula Framework to help guide future investments and programmes of action on the Peninsula.
- PNBST also plans to develop those areas of Shelly Bay which it owns.
- There is a high level of community interest in protecting, preserving and developing the Watts Peninsula land for future generations.

5.0 GUIDING PRINCIPLES

The parties to this MOU seek to:

Recognise:

- The common interests of the parties to protect, preserve and develop significant sites on Watts Peninsula to form the basis for a national heritage destination, bringing together natural environment and cultural values with spaces for celebration and enjoyment of national heritage, recreation, culture and the arts;
- The importance of working with all those with interests in the area, including mana whenua, early iwi who settled in the area, and community groups in the development of the future vision;
- The need for the solution to be financially sustainable for all parties by balancing development opportunities with protection of the cultural and heritage values of the site.

Work together in partnership to:

- Develop an integrated future vision for the Watts Peninsula area;
- Develop a collaborative, open and inclusive process that involves iwi, private interests, other partners and the community in the future vision development from an early stage;
- Confirm the roles and contributions of the Crown, WCC, mana whenua and other stakeholders;
- Establish an appropriate governance structure to guide the work to be carried out;
- Identify resourcing issues/needs and determine how the costs of the work will be met;
- Utilise and build on the significant amount of background work already completed by partners that is relevant;
- Confirm a high-level strategic blueprint for the northern end of the Miramar Peninsula that aligns with the Council's spatial planning work for the wider Miramar Peninsula.

6.0 GENERAL

Nature of this MOU

This MOU -

- is freely entered into by all parties in a spirit of good faith and partnership;
- is a statement of good intention based on the respective roles and responsibilities of each party;
- is entered into on a without prejudice basis;
- is non-binding; and
- does not alter any existing, or create any new, legal or equitable rights or obligations

Confidentiality

Note the Crown and WCC will still be subject to the Official Information Act 1982 and Local Government Official Information and Meetings Act 1987 as applicable.

Public announcements and media releases

Each party intends:

- To consult where possible on any public announcements or media releases in connection with or on behalf of any other party to this MOU;
- To provide a copy of any prepared media release concerning Watts Peninsula to each other party for their information at least one day prior to its release;
- That nothing in this MOU shall hinder the ability of any party to this MOU to issue media releases or make public announcements concerning their interests or responsibilities;
- To keep the other parties informed of any media enquiries concerning Watts Peninsula and proposed responses.

Relationship management

Regular meetings between the chief executives will be held as agreed. Regular meetings between the nominated contact people will be held at least every 6 months. The nominated contact people are:

For the Crown:

Ralph Johnson, Manager Heritage Policy

For PNBST:

Tom Jamieson, Chief Executive (Acting)

For WCC:

Greg Orchard, Chief Operating Officer

Monitoring and information

The parties intend to:

- Review and report on the progress made under this MOU every 6 months;
- Share information relevant to the development of an integrated future vision for Watts Peninsula with each other as early as possible;
- Deal with each other in a spirit of cooperation and in such a manner as to enable the free and frank disclosure of information but respecting that at times it will be necessary or desirable to keep some information confidential.

Term and review

The principles recorded in this document shall commence on the date it is signed by all parties and last until the date this MOU is replaced or terminated. To ensure the MOU remains relevant and current for both parties, it will be reviewed annually by relevant representatives of each party.

Termination of this MOU

- Any party may terminate its participation in this MOU by notice to the others.
- Before terminating this MOU, the Crown or PNBST or WCC, as the case may be, must give the others at least 20 working days' notice of an intention to terminate.
- This MOU remains without prejudice even if it is terminated.

7.0 EXECUTION AND DATE

Signed on behalf of Her Majesty the Queen by:

Hon Christopher Finlayson
Minister for Arts, Culture and Heritage

Date:

Signed on behalf of Port Nicholson Block Settlement Trust *by:*

Neville Baker
Chairman

Date:

Signed on behalf of Wellington City Council *by:*

Celia Wade-Brown
Mayor

Date:

ATTACHMENT 1: Map of Watts Peninsula showing land parcels and legal descriptions

