

**Nga Wai o Maniapoto (Waipa  
River) Bill**

Government Bill

As reported from the committee of the whole  
House



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**Key to symbols used in reprinted bill**

**As reported from the committee of the whole  
House**

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*Hon Christopher Finlayson*

## **Nga Wai o Maniapoto (Waipa River) Bill**

Government Bill

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**Preamble**

*Ā muri kia mau ki te kawau mārō. Whanake ake, whanake ake  
Na Maniapoto*

- (1) This tongi whakamutunga speaks of a strength and unity of purpose that has been said to characterise the history of the Maniapoto Iwi. 5
  - (2) The tongi has guided the Maniapoto Maori Trust Board since its establishment in 1988 and will continue to do so as the Board strives to achieve the aspirations and development objectives of the Maniapoto people. 10
  - (3) The Board was constituted under its own legislation and is a Maori Trust Board within the meaning and for the purposes of the Maori Trust Boards Act 1955.
  - (4) The Deed in relation to Co-Governance and Co-Management of the Waipa River is the second negotiation that the Board has concluded for the benefit of Maniapoto. The first negotiation was the settlement of the commercial interests of Maniapoto in fisheries and aquaculture in 2007. 15
- Ko te mauri, ko te waiora o te Waipa ko Waiwaia. Ko Waipa te toto o te tangata! Ko Waipa te toto o te whenua, koia hoki he wai Manawa whenua! Ko Waipa tetehi o nga taonga o Maniapoto whanui.* 20
- (5) The genesis of the co-governance deed was the deed of settlement between the Crown and Waikato-Tainui signed on 22 August 2008 (and subsequently replaced by a new deed on 17 December 2009) in respect of the Waikato River. 25
  - (6) The Waipa River is acknowledged as a significant contributor to the Waikato River. Accordingly, the Crown and Maniapoto initialled an agreement in principle on 4 September 2008 for co-governance and co-management of the Waipa River. The agreement in principle was subsequently replaced by a co-governance agreement signed on 3 November 2009. 30
  - (7) On 27 September 2010, the Crown and Maniapoto signed a deed in relation to co-governance and co-management of the Waipa River. 35
- Te Mana o te Awa o Waipa*
- (8) The Waipa River is of deep, cultural significance to Maniapoto. It is a taonga to Maniapoto and respect for it lies at

- the heart of their spiritual and physical well-being and their tribal identity and culture.
- (9) To Maniapoto, the essence and wellbeing of the Waipa is Wai-waia, a spiritual guardian of all things that are the Waipa River. Its importance to Maniapoto is boundless. 5
- (10) To Maniapoto, the Waipa River is a single indivisible entity that flows from Pekepeke to its confluence with the Waikato River and includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, fisheries, vegetation, floodplains, wetlands, islands, springs, geothermal springs, water column, airspace and substratum as well as its metaphysical elements with its own mauri. 10
- (11) Maniapoto have a deep felt obligation to restore, maintain and protect the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and to the care and protection of the mana tuku iho o Waiwaia. 15
- (12) To Maniapoto, their relationship with the Waipa River, and their respect for it, gives rise to their responsibilities to protect Te Mana o Te Wai and to exercise their kaitiakitanga in accordance with their long established tikanga. 20
- Te Mana o te Wai*
- (13) Te Mana o Te Wai is paramount to Maniapoto. Historically, Te Mana o Te Wai was such that it would provide all manner of sustenance to Maniapoto including physical and spiritual nourishment that has over generations maintained the quality and integrity of Maniapoto marae, whanau, hapu and iwi. 25
- (14) The obligations are intergenerational and extend to Nga Wai o Maniapoto - all waters within the Maniapoto rohe - whether the waters are above, on or underground. 30
- Te mana tuku iho o Waiwaia*
- (15) The obligation to the care and protection of te mana tuku iho o Waiwaia extends to instilling knowledge and understanding within Maniapoto and the Waipa River communities about the nature and history of Waiwaia. 35
- Te Awa o Waipa – i nga wa o mua*
- (16) The relationship between Maniapoto and the Waipa River is historic, intellectual, physical and spiritual and is expressed by the people of Maniapoto in various ways:



- (a) The awa was a playground, a place to fish for inanga and for tuna, for freshwater crayfish, watercress, taraute and parera. During World War II and rationing, the awa was the source of kai. Significant tuna pa structures could be seen if the river level dropped during a dry spell. The 1958 flood changed that. 5
- (b) The Waipa is a sacred river where the tohi rituals were performed, where the umbilical rites were observed and where the purification rituals were undertaken.
- (c) The river chants its farewells to our departed ones, its murmuring waters bid welcome to our newborn and to our illustrious visitors from afar. 10
- (d) Like an atua I wing my way into the heavens above! I gaze down below! There below lies my river Waipa, cutting her way over the breast of my native land. My eyes brim with tears at the vision of splendour, 'tis the love for my river that meanders away. My eyes gaze intently upon the deep pools of the river they are the myriad lairs of Waiwaia; the atua who gathers food for the people. The rocks of the river are an easy pillow for my head. The deep stretches of the river are a bed that rejuvenates my spirit and body. I am sustained by the river, by taking the waters of the ancients, drawing the waters from the atua, by procuring the very water of life! 15 20 25
- (e) The rippling waters are clearly heard by my ears. Within the rippling I hear the murmurs of the past, of days gone, of times long ago! Thus the heart is prompted to proclaim, "The river is an institution of tradition, an institution of knowledge, a festal board of treasured wisdom!" 30
- (f) Waipa she is the life blood of the people. Waipa she is the life blood of the land, verily she is! Indeed she is the unfailing spring of the earth! She is the water that anoints the thymos of man to bind to the tribe the waters of life that issues forth from the lineage of the atua. She is the water that blesses the umbilical cord to ensure the health of the descendants of Maniapoto. 'Tis 35

- the water that permanently renders the knot of the navel cord secure and fast.
- (g) The source of my river is at the foot of Rangitoto, it is Te Pekepeke! Let her flow on she is the Kauhanga-nui (the Great passage) the Kauhanga-roa (the Long passage)! The waters ploughed by the paddles of the many flotillas of Maniapoto of times passed. Let her flow northwards to where the currents do mingle within the Waikato there before the countenance of my King. 5
- (h) Flow on oh waters to the north and to the west! Go out from Te Puaha to Tangaroa who lies broken upon the shore, and to the courtyard of Hine-kirikiri. Go on! Go on depart for distant place far away! 10
- (i) Describing the likeness of Waiwaia... as having an amazing appearance... the ripples of the water reflecting in the sun under the moonlight... Rainbows that appear in the waterfall... But the most important part of Waiwaia is that it is the water itself and without it man could not survive. 15
- Te Awa o Waipa – i enei ra* 20
- (17) The pollution, degradation and development of the Waipa River have resulted in the decline of its once rich fisheries and other food sources which had for generations sustained the people of Maniapoto and their way of life and their ability to meet their obligations of manaakitanga; and the decline has been a source of distress to Maniapoto. 25
- (18) The deterioration of the health of the Waipa River, while the Crown has exercised overall responsibility for the management of the Waipa River, has been a source of distress for the people of Maniapoto. 30
- (19) The acquisition of land along the Waipa River has disassociated the people of Maniapoto from their River. It has led to the flooding of particular culturally significant sites and impeded and altered the natural flow of the Waipa River; this is a further source of distress to Maniapoto. 35
- (20) Kei enei ra, kua kore haere te mana o nga tupuna, kua ngoikore te mauri o te awa. He ahakoa taku noho patata tonu ki a ia i tenei ra tonu nei, kua kore ahau me aku huanga e haere ki te awa ki te mahi kai, ki te kori, ki te whai oranga wairua ranei.

- (21) Hei whakamutunga ake i enei kupu korekore noa aku, me kaha tatou ki te whakahoki i te oranga tinana, te haringa ngakau, te pikinga wairua ki to tatou nei awa. Pai marire.
- A new era of co-governance and co-management*
- (22) Maniapoto and the Crown agree that protective measures are necessary to safeguard the Waipa River from further deterioration and that co-governance and co-management arrangements provide a foundation for the restoration and maintenance of the Waipa River. 5
- (23) Maniapoto do not accept they have ever relinquished their authority or rights over the Waipa River, or its tributaries. 10
- (24) The Waipa River is a significant contributor to the waters of the Waikato River.
- (25) Maniapoto acknowledge that the restoration and maintenance of the Waipa River, as part of a larger catchment, needs to be coordinated with the management of the Waikato River. This whole of river approach is consistent with the desire of Maniapoto to keep intact the mauri of the Waipa River in its entirety. 15
- (26) The Crown believes that it has responsibilities in relation to the Waipa River on behalf of the regional community and the nation as a whole. 20
- (27) Maniapoto and the Crown maintain their own viewpoints in respect of the Waipa River that converge in the objective to restore and maintain the Waipa River. 25
- (28) Maniapoto and the Crown aspire to a lasting and meaningful relationship based on shared and reciprocal principles.
- (29) The Crown acknowledges its relationship with Maniapoto under the Treaty of Waitangi and the co-governance framework and co-management arrangements for the Waipa River are a reflection of this Treaty relationship. 30

**The Parliament of New Zealand therefore enacts as follows:**

**1 Title**

This Act is the Nga Wai o Maniapoto (Waipa River) Act **2010**.

## 2 Commencement

This Act comes into force on the day after the date on which it receives the Royal assent.

### Part 1

#### Preliminary provisions

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## 3 Overarching purpose of this Act

(1) The overarching purpose of this Act is to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia.

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(2) In **subsection (1)**,—

(a) the phrase “the waters that flow into and form part of the Waipa River” refers to the connected and flowing body of water that comprises the Waipa River together with all its associated waters and water columns, including those flowing through its floodplains and the Maniapoto karst, streams, waterways, tributaries, springs, geothermal springs, watercourses, and lakes but does not include any unconnected waters or artificial watercourse such as an irrigation canal, water supply race, canal for the supply of water for electricity power generation, or farm drainage canal; and

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20

(b) the reference to the “mana tuku iho o Waiwaia” means the ancestral authority and prestige handed down from generation to generation in respect of Waiwaia, as described in the statements of significance set out in part 2 of the deed; and

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(c) “Waiwaia” refers to the essence and wellbeing of the Waipa River; to Maniapoto, Waiwaia is the personification of the waters of the Waipa River, its ancient and enduring spiritual guardians.

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## 4 Guiding principles of interpretation

(1) The vision and strategy is intended by Parliament to be the primary direction-setting document for the Waipa River and the Waikato River and activities within their catchments affecting the Waipa River and the Waikato River.

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- (2) This Act must be interpreted in a manner that best furthers **section 3 and subsection (1)**.
- (3) Guiding principles of interpretation are found in—
- (a) **subsection (4)**, which contains principles to do with mana; and 5
  - (b) **subsection (5)**, which contains principles to do with practical and effective outcomes; and
  - (c) **subsections (6) to (16)**.
- (4) The guiding principles to do with mana are—
- (a) respect for the mana of Waiwaia and recognition that Waiwaia is the mauri and waiora of the Waipa River; and 10
  - (b) respect for the mana of Maniapoto and recognition of the significance of the Waipa River to the mana of Maniapoto; and 15
  - (c) recognition that Maniapoto have their own distinct relationship with the Waipa River and that the area encompassing the Upper Waipa River is distinct and the particular characteristics of the Upper Waipa River and its place within the rohe and customs of Maniapoto must be respected. 20
- (5) The guiding principles to do with practical and effective outcomes are—
- (a) acknowledgement that the Crown and Maniapoto are Treaty partners working with one another to achieve positive results for the Waipa River and the Waikato River; and 25
  - (b) acknowledgement that work is needed to restore and protect the quality and integrity of the waters that flow into and form part of the Waipa River and that this is inextricably tied to the health and wellbeing of the Waikato River; and 30
  - (c) avoidance of unnecessary bureaucracy in co-governance and co-management arrangements with a focus on practical arrangements that will work now and over time. 35
- (6) A guiding principle is rangatiratanga, which, to Maniapoto,—
- (a) means only Maniapoto can represent Maniapoto interests within the Maniapoto rohe; and

- (b) includes Maniapoto decision-making within the Maniapoto rohe and tino rangatiratanga over Maniapoto knowledge and resources.
- (7) A guiding principle is kawanatanga, which means that—
- (a) the Crown provides laws and makes decisions for the community as a whole having regard to the economic and other needs of the day; and 5
- (b) Parliament has sovereign authority to make laws for the good and security of the country, including Maori and the wider community; and 10
- (c) obligations and agreements entered into by the Crown (including Ministers) depend upon the capability, resources, and mandated work programmes of the responsible departments, Crown agencies, statutory officers, and chief executives, and the priorities of the government of the day. 15
- (8) A guiding principle is the Treaty of Waitangi, because Maniapoto and the Crown are partners under the Treaty of Waitangi and the agreements in the deed in relation to co-governance and co-management of the Waipa River, which are given effect through this Act, are sourced in this Treaty relationship. 20
- (9) A guiding principle is te mana o te wai (the quality and integrity of the waters), which is paramount to Maniapoto, and, historically, was such that it would provide all manner of sustenance to Maniapoto including physical and spiritual nourishment that has over generations maintained the quality and integrity of Maniapoto marae, whanau, hapu, and iwi. 25
- (10) A guiding principle is nga wai o Maniapoto, meaning the deep felt obligation of Maniapoto to restore, maintain, and protect all waters within the Maniapoto rohe (nga wai o Maniapoto), including the waters that flow into and form part of the Waipa River, whether the waters are above, on, or under ground. 30
- (11) A guiding principle is te mana o te Waipa. The relationship between Maniapoto and the Waipa River is historic, intellectual, physical, and spiritual. To Maniapoto, the Waipa River has mana and in turn represents the mana of Maniapoto. This relationship requires the restoration and maintenance of te mana o te wai. The restoration and maintenance of the Waipa River, as part of a larger catchment, needs to be coordinated as a 35

whole, consistent with the desire of Maniapoto to keep intact the mauri of the Waipa River, ko Waiwaia, in its entirety.

- (12) A guiding principle is te mana tuku iho o Waiwaia, meaning the deep felt obligation of Maniapoto to care for and protect te mana tuku iho o Waiwaia and to instil knowledge and understanding within Maniapoto and the Waipa River communities about the nature and history of Waiwaia. 5
- (13) A guiding principle is kaitiakitanga, which is integral to the mana of Maniapoto and requires—
  - (a) restoration of the relationship of Maniapoto with the wai; and 10
  - (b) restoration and maintenance of the ability of nga wai o Maniapoto to provide for the practice of manaakitanga; and
  - (c) recognition and respect for the kawa, tikanga, and kaitiakitanga of the marae, whanau, hapu, and iwi of the Waipa River; and 15
  - (d) encouragement and empowerment of active involvement by Maniapoto in the expression of their kaitiaki responsibilities. 20
- (14) A guiding principle is co-governance and co-management, as Maniapoto and the Crown have committed to a new approach involving co-governance and co-management through a collaborative approach that reflects partnership, the highest level of good faith engagement, and consensus decision-making as a general rule, while having regard to statutory frameworks and kaitiakitanga responsibilities of Maniapoto. 25
- (15) A guiding principle is integration because, to be effective, co-management must be implemented and achieved at a number of levels and across a range of agencies including the Crown and local and regional authorities and within a co-governance framework that reflects the shared aspirations of each of the iwi for whom the Waipa River and the Waikato River have significance. 30
- (16) A guiding principle is integrity, as Maniapoto and the Crown share a commitment to act to protect the integrity of the deed in relation to co-governance and co-management of the Waipa River and the Waiwaia Accord and to do so in a manner that is 35

consistent with and achieves co-governance and co-management of the Waipa River.

## 5 Interpretation

(1) In this Act,—

**Council** means the Waikato Regional Council 5

**Trust** means—

- (a) the Maniapoto Maori Trust Board; or
- (b) an entity nominated by the Trust for the purpose described in **subparagraph (i)**, in the manner described in **subparagraph (ii)**, and with the effect described in **subparagraph (iii)**, as follows: 10
  - (i) the Trust may nominate an entity to carry out a duty or function for it, or exercise a power for it, under this Act:
  - (ii) the Trust makes the nomination by giving written or electronic notice to the Crown, the Council, a local authority, or other person affected by the carrying out of the duty or function or the exercise of the power: 15
  - (iii) the Trust is not relieved of liability for the carrying out of the duty or function or the exercise of the power by making the nomination, unless the Crown agrees that it is. 20

(2) In this Act, unless the context requires another meaning,—

**appointer** means a person who appoints a member under clause 2 of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 2 of Schedule 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 25

**business day** means the period of 9 am to 5 pm on any day of the week other than— 30

- (a) Saturday and Sunday; and
- (b) the days observed as the anniversaries of the provinces of Auckland and Wellington; and
- (c) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and 35



- (d) a day in the period starting on 20 December and ending with the close of 10 January in the following year

**catchment** means the area marked “C” on SO plan 409144

**Clean-up Trust** means the trust established by section 32 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 33 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 5

**co-governance entity** means the Waikato River Authority established by section 22 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 23 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 10

**commencement date** means the day referred to in **section 2**

**component** means a component described in **section 11(3)**

**consent authority** has the meaning given to it by the Resource Management Act 1991 15

**conservation legislation** means—

- (a) the Conservation Act 1987; and
- (b) the enactments listed in Schedule 1 of the Conservation Act 1987 20

**Crown** has the meaning given to it by the Public Finance Act 1989

**deed** means the deed in relation to co-governance and co-management of the Waipa River between the Crown and Maniapoto and the Maniapoto Maori Trust Board dated 27 September 2010 25

**department** has the meaning given to it by the State Sector Act 1988

**effective date** means the date that is 20 business days after the commencement date 30

**environmental plan**—

- (a) means the Maniapoto Iwi Environmental Management Plan prepared by the Trust and issued by it on 19 March 2007; and
- (b) if the plan described in **paragraph (a)** is amended or replaced, means the plan as amended or the replacement plan 35

**joint management agreement** means an agreement to which **sections 17 to 31** apply

**local authority**,—

- (a) for the purposes of **sections 17 to 31**, means—
  - (i) the Council; and 5
  - (ii) the Waikato District Council; and
  - (iii) the territorial authorities whose boundaries fall within, or partly within, the area marked “C” on SO plan 409144:
- (b) for the purposes of any other provisions of this Act, has 10  
the meaning given to it by the Resource Management Act 1991

**Lower Waipa River** means the body of water known as the Waipa River flowing continuously or intermittently from its junction with the Puniu River to its confluence with the Waikato River to the extent to which it is within the area marked “A” on SO plan 409144 15

**Maniapoto** means—

- (a) the collective group of individuals who are beneficiaries of the Maniapoto Maori Trust Board within the meaning of the Maniapoto Maori Trust Board Act 1988; and 20
- (b) each individual referred to in **paragraph (a)**; and
- (c) the part of an iwi, hapu, whanau, or group of individuals made up of individuals referred to in **paragraph (a)**

**Maniapoto objectives** mean the current Maniapoto objectives for the Waipa River made available under clause 4.3 of the deed 25

**Minister** means the Minister for the Environment

**public notice** means a notice published—

- (a) in 1 or more daily newspapers circulating in the Waikato region; or 30
- (b) on an internet site to which the public have free access

**Resource Management Act 1991 planning document** means each of the following as defined in the Resource Management Act 1991: 35

- (a) a district plan:
- (b) a proposed district plan:
- (c) a regional plan:

- (d) a proposed regional plan:
- (e) a regional policy statement:
- (f) a proposed regional policy statement

**Upper Waipa River** means the body of water known as the Waipa River flowing continuously or intermittently from its source at Pekepeke to its junction with the Puniu River to the extent to which it is within the area marked “C” on SO plan 409144 5

**vision and strategy** means the vision and strategy set out in **Schedule 1** 10

**Waikato River**—

- (a) means the body of water known as the Waikato River flowing continuously or intermittently from Te Taheke Hukahuka to Te Puaha o Waikato to the extent to which it is within the areas marked “A” and “B” on SO plan 409144: 15
- (b) includes the Lower Waipa River to the extent to which it is within the areas marked “A” and “B” on SO plan 409144

**Waipa River** means the body of water known as the Waipa River flowing continuously or intermittently from its source at Pekepeke to its confluence with the Waikato River to the extent to which it is within the areas marked “A” and “C” on SO plan 409144 20

**Waiwaia Accord** means the deed entitled the Waiwaia Accord between the Crown and Maniapoto and the Maniapoto Maori Trust Board dated 27 September 2010. 25

**6 Act binds the Crown**  
This Act binds the Crown.

**Part 2** 30  
**Co-governance**

- 7 Statement of significance of Waipa River to Maniapoto**
- (1) Te Awa o Waipa is a taonga to Maniapoto; the relationship between Maniapoto and the Waipa River is historic, intellectual, physical, and spiritual; to Maniapoto, their relationship with the Waipa River and their respect for it lies at the heart of their 35

spiritual and physical wellbeing, and their tribal identity and culture.

- (2) The particular characteristics of the Upper Waipa River and its place within the rohe and customs of Maniapoto are of special significance to Maniapoto. 5
- (3) The Waipa River is a significant contributor to the region's social, cultural, environmental, and economic wellbeing.

## 8 Vision and strategy

### *Initial review Extension*

- (1) This section applies once ~~section 36(4)~~ has taken effect the vision and strategy is extended to include the Upper Waipa River and activities in its catchment affecting the Upper Waipa River under **section 36(3) or (5)**. 10

### *Status*

- (2) Sections 10 to 17 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and sections 11 to 18 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010— 15
- (a) apply for the purposes of this Act as if they were written to achieve the overarching purpose of this Act; and 20
- (b) apply for the purposes of this Act as if they were written to apply to the Upper Waipa River; and
- (c) apply for the purposes of this Act as if they were written to apply to the Trust; and
- (d) apply for the purposes of this Act as if they were written to apply to the territorial authorities whose boundaries fall within, or partly within, the area marked “C” on SO plan 409144; and 25
- (e) apply for the purposes of this Act to the Council.

### *Subsequent reviews*

- (3) Section 19 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 20 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010, which are about reviews of the vision and strategy, apply for the purposes of this Act together with **subsections (4) to (8)**. 30 35

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- (4) The co-governance entity’s purpose in reviewing the vision and strategy is to determine whether the co-governance entity should recommend to the Crown and the other appointers that the vision and strategy should be amended.
  - (5) When reviewing the vision and strategy, the co-governance entity—
    - (a) must ensure that the vision and strategy contributes to achieving the overarching purpose of this Act; and
    - (b) if it decides that amendments are required, must take into account the environmental plan and the Maniapoto objectives.
  - (6) When reviewing the vision and strategy, the co-governance entity must follow the process in part 2 of the schedule of the deed with the following enhancements:
    - (a) the co-governance entity must consult with Maniapoto when the review relates to amendments to achieve the overarching purpose of this Act:
    - (b) during the preparation of a draft vision and strategy, the co-governance entity must consult with Maniapoto in relation to any amendment of the vision and strategy to achieve the overarching purpose of this Act:
    - (c) in making a decision under clause 7.2, the co-governance entity must—
      - (i) seek to identify all reasonably practicable options for the achievement of the overarching purpose of restoring and maintaining the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia; and
      - (ii) assess the options by considering the benefits and costs of each option in terms of the present and future social, economic, environmental, and cultural wellbeing of the communities associated with the Waipa River, including if practicable a quantification of the benefits and costs of each option.
  - (7) The co-governance entity may recommend that the vision and strategy include—

- (a) targets to achieve the vision and strategy; and  
 (b) methods to implement the vision and strategy.
- (8) The co-governance entity may make only those recommendations for amendments to the vision and strategy that are consistent with the overarching purpose of this Act. 5
- 9 Amendments made by Order in Council**
- (1) The Governor-General may amend the vision and strategy by amending **Schedule 1** by Order in Council.
- (2) The Governor-General may make an Order in Council under **subsection (1)** only on the advice of the Minister given under **subsection (3)**. 10
- (3) The Minister must advise the Governor-General to make an Order in Council to amend the vision and strategy if—
- (a) the Crown, the Trust, and the other appointers each receive a written or electronic recommendation from the co-governance entity to amend the vision and strategy; and 15
- (b) the recommendation sets out the amended vision and strategy in full and identifies the amendments; and
- (c) the recommendation complies with **section 8(8)**; and 20
- (d) the Crown, the Trust, and the other appointers agree in writing or electronically with one another to accept the recommendation.
- (4) An Order in Council made under this section must specify the date on which the amendments to the vision and strategy take effect. 25
- 10 Co-governance entity**
- Other enactments applied with enhancements*
- (1) Sections 22 to 34 and Schedules 5 and 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and sections 23 to 35 and Schedules 3 and 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010— 30
- (a) apply for the purposes of this Act as if they were written to achieve also the overarching purpose of this Act; and
- (b) apply for the purposes of this Act as if they were written to apply also to the Upper Waipa River; and 35

- (c) apply for the purposes of this Act as if they were written to apply also to the territorial authorities whose boundaries fall within, or partly within, the area marked “C” on SO plan 409144; and
- (d) apply for the purposes of this Act to the Council. 5
- (2) The enactments referred to in **subsection (1)** apply with the enhancements described in this section.
- Requesting call-in*
- (3) The following provisions apply when the co-governance entity is considering requesting the call-in of an application relating to the Upper Waipa River (under **subsection (1)’s** application of section 23(2)(h) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 24(2)(h) of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010): 10
- (a) the co-governance entity must consult the Trust about whether a call-in should be requested: 15
- (b) the co-governance entity must have particular regard to the views expressed by the Trust in deciding whether to request a call-in. 20
- Appointing members to hearing committees*
- (4) The following provisions apply to the co-governance entity’s decision on appointees to hear an application relating to the Upper Waipa River (under **subsection (1)’s** application of section 28(2)(b) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 29(2)(b) of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010): 25
- (a) the co-governance entity must consult the Trust about who should be appointed: 30
- (b) the co-governance entity must include in its proposed appointees 1 or more appointees identified by the Trust, unless good reason exists to do otherwise:
- (c) if the co-governance entity fails to comply with **paragraph (a) or (b)** for an appointee, the appointment cannot be questioned on the ground of the failure: 35
- (d) having to comply with **paragraphs (a) and (b)** does not excuse the co-governance entity from complying

with timeframes prescribed under the Resource Management Act 1991 for commencing a hearing.

*Appointing members to boards of inquiry*

- (5) The following provisions apply to the co-governance entity's decision on appointees to hear a called-in application relating to the Upper Waipa River (under **subsection (1)'s** application of section 29 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 30 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010):
- (a) the co-governance entity must consult with the Trust about who should be appointed:
  - (b) the co-governance entity must include in its proposed appointees 1 or more appointees identified by the Trust, unless good reason exists to do otherwise:
  - (c) if the co-governance entity fails to comply with **paragraphs (a) and (b)** for an appointee, the appointment cannot be questioned on the ground of the failure:
  - (d) having to comply with **paragraphs (a) and (b)** does not excuse the co-governance entity from complying with the timeframe in section 29(4) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 30(4) of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010.

*Operation of Clean-up Trust*

- (6) The following provisions apply in addition to, and without derogating from, **subsection (1)'s** application of section 32 and Schedule 5 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 33 and Schedule 3 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010:
- (a) the trustee of the Clean-up Trust may apply any part of the income or capital of the trust (including any additional funding) on a contestable basis for use in projects in the Upper Waipa River:
  - (b) when deciding on the process for considering applications for funding, the trustee must include the factor of adequate regard for the extent to which projects based



on the mauri of the Upper Waipa River would further the environmental plan:

- (c) when deciding whether an application to the trust for funding is based on the mauri of the Upper Waipa River, the trustee must seek advice from the Trust and make its decision based on the advice received: 5
- (d) when dealing with applications for funding for a project in the Upper Waipa River, the trustee must be satisfied that—
  - (i) the application complies with the requirements of the terms of trust; and 10
  - (ii) the project will promote or advance the overarching purpose of this Act; and
  - (iii) funding the project will contribute to the object of the trust as set out in the terms of trust; and 15
  - (iv) funding the project is not inconsistent with the trustee’s strategy document.

*Recommendations for appointments by Council and territorial authorities*

- (7) The following provisions apply when the Council and the territorial authorities are recommending a person for appointment to the co-governance entity (under **subsection (1)’s** application of clause 2(1)(f) or (g) of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 2(1)(f) or (g) of Schedule 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010): 20
  - (a) the Council and the territorial authorities must apply clause 2(3) of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 2(3) of Schedule 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010: 30
  - (b) the Council and the territorial authorities whose boundaries fall within, or partly within, the area marked “C” on SO plan 409144 must also be satisfied that the person has the skills, knowledge, and experience to contribute to achieving the overarching purpose of this Act. 35

*Appointments by Minister*

- (8) The following provisions apply when the Minister is considering whom to appoint to the co-governance entity (under **subsection (1)'s** application of clause 2(1)(h) of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 2(1)(h) of Schedule 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010): 5
- (a) the Minister must apply clause 2(2) of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 2(2) of Schedule 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010: 10
  - (b) the Minister must have regard to the persons recommended by the Council and territorial authorities as well as the members already appointed to the co-governance entity: 15
  - (c) the Minister must ensure that the membership of the co-governance entity reflects a balanced mix of knowledge and experience in relation to— 20
    - (i) both the Waikato River and the Waipa River, including the Upper Waipa River; and
    - (ii) the purpose of the co-governance entity.
- (9) The following provisions apply when the Minister must appoint a person to the co-governance entity (under **subsection (1)'s** application of clause 2(5) or (6) of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 2(5) or (6) of Schedule 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010): 25
- (a) the Minister must apply clause 2(5) or (6) of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 2(5) or (6) of Schedule 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010: 30
  - (b) the Minister must appoint a person who has the skills, knowledge, and experience to contribute to achieving the overarching purpose of this Act. 35

*Maniapoto vacancy in membership*

- (10) Clause 5(2) of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (as applied by **subsection (1)**) does not apply to a vacancy caused because the appointer named in clause 2(1)(e) of Schedule 6 has not appointed a member or has not appointed a successor to a member. Instead, if such a vacancy arises and lasts at least 3 weeks, the chairperson of the Trust is the member or the successor to the member. 5

*Publication of notices in Waikato region*

- (11) Clause 7(5)(a) and (b) of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 7(5)(a) and (b) of Schedule 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (as applied by **subsection (1)**) are expanded for the purposes of this Act by the addition of “and in the area marked ‘C’ on SO plan 409144”. 10 15

*Quorum*

- (12) Clause 8(6) of Schedule 6 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 8(6) of Schedule 4 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (as applied by **subsection (1)**) are expanded for the purposes of this Act by the addition of the following sentence : 20  
 “If the meeting is considering matters affecting the Upper Waipa River, the quorum must include the member appointed under clause 2(1)(e).” 25

*Upper Waipa River integrated management plan*

**11 Meaning of Upper Waipa River integrated management plan** 30

- (1) An Upper Waipa River integrated management plan is a plan that—  
 (a) has the purpose described in **subsection (2)**; and  
 (b) contains all or some of the components described in **subsection (3)**. 35
- (2) The purpose is to achieve an integrated approach between the Trust, relevant departments, relevant local authorities, and ap-

propriate agencies to the management of aquatic life, habitats, and natural resources within the Upper Waipa River consistent with the overarching purpose of this Act.

- (3) The components are—
- (a) a conservation component, which is a component on issues related to conservation management under the conservation legislation: 5
  - (b) a fisheries component, which is a component on issues related to fisheries management under the Fisheries Act 1996: 10
  - (c) a regional council component, which is a component on issues related to the resource management, biosecurity, and local government functions of the Council under the Resource Management Act 1991, Biosecurity Act 1993, Local Government Act 2002, and any other relevant enactments: 15
  - (d) any other component agreed between the Trust and an appropriate agency, including a local authority, responsible for—
    - (i) administering enactments that affect the Upper Waipa River and activities in its catchment that affect the Upper Waipa River; or 20
    - (ii) carrying out functions or exercising powers under enactments that affect the Upper Waipa River. 25

## 12 Preparation and approval of plan

- (1) An integrated river management plan must be prepared together by the Trust, relevant departments, relevant local authorities, and appropriate agencies,—
- (a) following the process in **Schedule 2**; and 30
  - (b) acting in a co-operative and co-ordinated manner.
- (2) A component becomes a component of the plan when it is approved as follows:
- (a) the conservation component must be approved jointly by the Trust and the Minister of Conservation: 35
  - (b) the fisheries component must be approved jointly by the Trust and the Minister of Fisheries and Aquaculture:

- (c) the regional council component must be approved jointly by the Trust and the Council:
  - (d) any other component must be approved jointly by the Trust and the agency that agreed on it.
- (3) If a component cannot be approved under **subsection (2)** because the Trust and a relevant department or relevant local authority or appropriate agency have not been able to reach agreement on it, each component on which agreement has been reached may be approved under **subsection (2)**. 5
- (4) Within 3 years of the commencement date, an Upper Waipa River integrated management plan for the Upper Waipa River and its catchment must exist containing the components that have been approved under **subsection (2)**. 10

### 13 Effect of components

- (1) This section states the effects of the components of the Upper Waipa River integrated management plan. 15
- (2) The conservation component is, for the purposes of the Conservation Act 1987,—
- (a) a conservation management plan under section 17E; and 20
  - (b) a freshwater fisheries management plan under section 17J.
- (3) The fisheries component is a fisheries plan under section 11A of the Fisheries Act 1996.
- (4) The regional council component means that a relevant local authority that is preparing, reviewing, or changing a Resource Management Act 1991 planning document must have regard to the plan. 25
- (5) The other component has the effect agreed between the Trust and the appropriate agency. 30

### 14 Review and amendment of plan

The Upper Waipa River integrated management plan may be reviewed and amended—

- (a) as a combined initiative of the Trust and the relevant departments, relevant local authorities, and appropriate agencies; and 35

- (b) wholly or as to an individual component; and
- (c) from time to time; and
- (d) following the process in **Schedule 2**.

### Part 3 Waipa River co-management arrangements 5

#### *Maniapoto Iwi Environmental Management Plan*

- 15 Availability** 10
- The environmental plan—
- (a) may be served on the Director-General of Conservation, the chief executive of the Ministry of Fisheries, relevant local authorities, and any other relevant agency:
  - (b) is available to the public for inspection at the offices of the Trust, the relevant local authorities, and any other relevant agency: 15
  - (c) may be reviewed and amended from time to time by the Trust.
- 16 Effect**
- (1) A local authority served under **section 15(a)** preparing, reviewing, or changing a Resource Management Act 1991 planning document must recognise the environmental plan in the same manner as would be required under the Resource Management Act 1991 for any planning document recognised by an iwi authority. 20  
25
  - (2) A consent authority considering an application for a resource consent under section 104 of the Resource Management Act 1991 must have regard to the environmental plan, if it considers that section 104(1)(c) applies to the plan.
  - (3) A person carrying out functions or exercising powers under sections 12 to 14 of the Fisheries Act 1996 must recognise and provide for the environmental plan to the extent to which its contents relate to the functions or powers. 30
  - (4) A person carrying out functions or exercising powers under the conservation legislation in relation to the Waipa River and its catchment must have particular regard to the environmental 35

plan to the extent to which its contents relate to the functions or powers.

*Joint management agreement*

- 17 Duty to make**
- (1) A joint management agreement must be in force between each local authority and the Trust no later than— 5
- (a) 18 months after the commencement date; or
  - (b) a later date that they agree on electronically or in writing.
- (2) Each joint management agreement must— 10
- (a) be generally in the form set out in part 5 of the schedule of the deed; and
  - (b) contain mechanisms and processes that recognise and reflect the mana of Maniapoto and the relationship of Maniapoto with the Waipa River. 15
- 18 Scope**
- A joint management agreement—
- (a) must cover no other subject matter than matters relating to the Waipa River and activities within its catchment affecting the Waipa River: 20
  - (b) must cover the matters referred to in **section 19**:
  - (c) may cover additional duties, functions, or powers agreed under **section 28**.
- 19 Contents**
- A joint management agreement must provide for the local authority and the Trust to work together in carrying out the following duties and functions, and exercising the following powers, in the Resource Management Act 1991: 25
- (a) monitoring and enforcement, under **section 21**:
  - (b) preparation, review, change, or variation of a Resource Management Act 1991 planning document, under **section 22**: 30
  - (c) duties, functions, or powers under Part 6 of the Resource Management Act 1991 in relation to applications for resource consents, under **section 23**. 35

**20 Principles for development and operation**

In working together to develop the joint management agreement, and in working together under the joint management agreement, the local authority and the Trust must act in a manner consistent with the following guiding principles: 5

- (a) they must promote the overarching purpose of this Act to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia: 10
- (b) they must respect the mana of Maniapoto:
- (c) they must promote the principle of co-management:
- (d) they must reflect a shared commitment to—
  - (i) working together in good faith and a spirit of co-operation: 15
  - (ii) being open, honest, and transparent in their communications:
  - (iii) using their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner: 20
- (e) they must recognise that the joint management agreement operates within statutory frameworks and that complying with those statutory frameworks, meeting statutory timeframes, and minimising delays and costs are important. 25

**21 Monitoring and enforcement**

- (1) This section applies to monitoring and enforcement relating to the Waipa River and activities within its catchment affecting the Waipa River.
- (2) The part of the joint management agreement on monitoring and enforcement must provide for the local authority and the Trust to— 30
  - (a) meet no less than twice each year to—
    - (i) discuss and agree the priorities for the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991: 35
    - (ii) discuss and agree the methods for and extent of the monitoring of those matters set out in section



- 35(2)(a) to (e) of the Resource Management Act 1991:
- (iii) discuss the potential for the Trust to participate in the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991: 5
  - (b) meet no less than twice each year to discuss appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991, including— 10
    - (i) the potential for review of Resource Management Act 1991 planning documents; and
    - (ii) enforcement under the Resource Management Act 1991, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices, and the service of infringement notices: 15
  - (c) agree appropriate procedures for reporting back to the Trust on the enforcement action taken by the local authority: 20
  - (d) discuss and agree the role of the Trust in the 5 yearly review provided for in section 35(2A) of the Resource Management Act 1991:
  - (e) discuss the potential for persons nominated by the Trust to participate in enforcement action under the Resource Management Act 1991. 25
- (3) The local authority and the Trust each bears its own costs of complying with this section.
- (4) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in this section. 30
- 22 Preparation, review, change, or variation of Resource Management Act 1991 planning document**
- (1) This section applies to preparing, reviewing, changing, or varying a Resource Management Act 1991 planning document to the extent to which those processes relate to the vision and strategy. 35

- (2) The part of the joint management agreement on preparing, reviewing, changing, or varying a Resource Management Act 1991 planning document must provide—
- (a) that, before the preparation, review, change, or variation commences, the local authority and the Trust must convene a joint working party to discuss and recommend to the local authority—
    - (i) the process to be adopted for the preparation, review, change, or variation; and
    - (ii) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 of the Resource Management Act 1991:
  - (b) that the local authority and the Trust must decide jointly on the final recommendation to the local authority on whether to commence a review of, and whether to make an amendment to, a Resource Management Act 1991 planning document:
  - (c) that the local authority and the Trust must decide jointly on the final recommendation to a local authority on the content of a Resource Management Act 1991 planning document to be notified under clause 5 of Schedule 1 of the Resource Management Act 1991:
  - (d) that the local authority and the Trust must discuss the potential for the Trust to participate in making decisions on a Resource Management Act 1991 planning document under clause 10 of Schedule 1 of the Resource Management Act 1991.
- (3) The part of the joint management agreement on preparing, reviewing, changing, or varying a Resource Management Act 1991 planning document must also provide a mechanism for the Trust to participate in processes under Part 2 of Schedule 1 of the Resource Management Act 1991.
- (4) The local authority and the Trust each bears its own costs of complying with this section.
- (5) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in this section.

**23 Resource consent process**

- (1) This section applies to—
- (a) applications to the Council for resource consent to—
- (i) dam, divert, take, or use, water from or in the Waipa River: 5
  - (ii) discharge a contaminant or water into the Waipa River:
  - (iii) discharge a contaminant onto or into land in circumstances that will result in the contaminant entering the Waipa River: 10
  - (iv) discharge a contaminant onto or into land in circumstances that will result in another contaminant emanating as a result of natural processes from the former contaminant entering the Waipa River: 15
  - (v) alter, demolish, erect, extend, place, reconstruct, remove, or use a structure or part of structure in, on, under, or over the bed or banks of the Waipa River:
  - (vi) drill, excavate, tunnel, or otherwise disturb the bed or banks of the Waipa River: 20
  - (vii) deposit a substance in, on, or under the bed or banks of the Waipa River:
  - (viii) reclaim or drain the bed of the Waipa River:
  - (ix) enter onto or pass across the bed of the Waipa River: 25
  - (x) introduce or plant a plant or part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waipa River:
  - (xi) damage, destroy, disturb, or remove a plant or part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waipa River: 30
  - (xii) damage, destroy, disturb, or remove the habitats of plants or parts of plants, whether exotic or indigenous, in, on, or under the bed or banks of the Waipa River: 35
  - (xiii) damage, destroy, disturb, or remove the habitats of animals or aquatic life in, on, or under the bed or banks of the Waipa River:

- (b) applications to a territorial authority for resource consent for the use of or activities on the surface of the water in the Waipa River.
- (2) The part of the joint management agreement on the resource consent process must provide that— 5
- (a) the local authority must provide the Trust with information on the applications for resource consents the local authority receives:
- (b) the information must be—
- (i) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act 1991; or 10
- (ii) the information that the local authority and the Trust agree on:
- (c) the information must be provided as soon as reasonably practicable after the application is received and before a determination is made under sections 95A to 95C of the Resource Management Act 1991: 15
- (d) the local authority and the Trust must jointly develop and agree criteria to assist local authority decision-making under the following processes or sections of the Resource Management Act 1991: 20
- (i) best practice for pre-application processes:
- (ii) section 87E (request that an application be determined by the Environment Court rather than the consent authority): 25
- (iii) section 88(3) (incomplete application for resource consent):
- (iv) section 91 (deferral pending additional consents): 30
- (v) section 92 (requests for further information):
- (vi) sections 95 to 95F (notification of applications for resource consent):
- (vii) sections 127 and 128 (change, cancellation, or review of consent conditions). 35
- (3) The criteria developed and agreed under **subsection (2)(d)**—
- (a) are additional to, and must not derogate from, the criteria that the local authority must apply under the Resource Management Act 1991:

- (b) do not impose a requirement on a consent authority to change, cancel, or review consent conditions.
  - (4) The local authority and the Trust each bears its own costs of complying with this section.
  - (5) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in this section. 5
- 24 Process for finalising**
- Convening joint committee* 10
- (1) The local authority and the Trust must convene a joint committee to begin the process for finalising the joint management agreement within 30 business days of the commencement date.
- Working together positively*
- (2) The local authority and the Trust must work together in a positive and constructive manner to finalise the joint management agreement with facilitation by the Crown within the timeframe in **section 17**, having particular regard to the principles set out in **section 20**. 15
  - (3) The local authority and the Trust may resort to any facilitation, mediation, or other process that they consider to be appropriate in the process of finalising the joint management agreement. 20
- Advising Minister of progress*
- (4) No later than 14 months after the effective date or a later date that the local authority and the Trust agree on in writing or electronically, the local authority and the Trust must give written or electronic notice to the Minister— 25
    - (a) confirming that all matters relating to the joint management agreement have been agreed; or
    - (b) identifying the nature of issues in dispute that the parties have not been able to resolve and the position of the parties on the issues; or 30
    - (c) notifying an electronic or written agreement to extend the date by which a joint management agreement must be in force. 35

- (5) If notice is given under **subsection (4)(a)**, the notice must also specify the date on which the joint management agreement is to come into force.
- (6) If notice is given under **subsection (4)(b)**, the Minister and the Trust, in consultation with the local authority, must work together to resolve the issues. 5
- (7) The working together may continue for a period of no more than 2 months, unless the Minister and the Trust agree in writing or electronically on a longer period.
- Agreement finalised without ministerial involvement* 10
- (8) If, at the end of 2 months, all matters relating to the joint management agreement have been resolved, the local authority and the Trust must finalise the joint management agreement and give written or electronic notice to the Minister specifying the date on which the joint management agreement is to come into force. 15
- Agreement finalised with ministerial involvement*
- (9) If, at the end of 2 months, an issue relating to the joint management agreement remains in dispute, the Minister must determine the issue. In making a determination, the Minister must have particular regard to the principles set out in **section 20**. 20
- (10) When the local authority and the Trust have the Minister's determination, they must—
- (a) finalise the joint management agreement; and
- (b) give written or electronic notice to the Minister specifying the date on which the joint management agreement is to come into force. 25
- (11) The Minister may appoint a facilitator or take any other action that the Minister considers appropriate to promote the resolution of any issues in dispute between the local authority and the Trust. 30
- (12) If notice is given under **subsection (4)(c)**, not less than 4 months before the extended date by which a joint management agreement must be in force, the local authority and the Trust must give written or electronic notice to the Minister and the Trust— 35
- (a) confirming that—

- (i) all matters relating to the joint management agreement have been agreed; and
- (ii) the joint management agreement will be in force on the extended date; or
- (b) identifying the nature of issues in dispute that the parties have not been able to resolve and the position of the parties on the issues. 5
- (13) If notice is given under **subsection (12)(b)**, the Minister and the Trust, in consultation with the local authority, must work together to resolve the issue and the provisions of **subsections (7) to (11)** apply with any necessary modification. 10
- Agreement may come into force in stages*
- (14) The local authority and the Trust may agree that a joint management agreement is to come into force in stages.
- Minister must get copy of agreement* 15
- (15) When the local authority and the Trust give notice to the Minister of the date on which the joint management agreement is to come into force, they must also give the Minister a copy of the agreement.
- Schedule 7 of Local Government Act 2002 excluded* 20
- (16) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, in finalising the joint management agreement, they carry out the duties and functions or exercise the powers described in this section.
- 25 Suspension** 25
- (1) The local authority and the Trust may agree in writing or electronically to suspend, wholly or partly, the operation of the joint management agreement.
- (2) In reaching an agreement, the parties must specify the scope and duration of the suspension. 30
- 26 Waiver of rights**
- (1) The Trust may give written or electronic notice to the local authority that it waives a right provided for in the joint management agreement.
- (2) The Trust must specify the extent and duration of the waiver in the notice. 35

- (3) The Trust may at any time revoke a notice of waiver by written or electronic notice to the local authority.

## 27 Legal framework

- (1) Sections 36B to 36E of the Resource Management Act 1991 do not apply to a joint management agreement. 5
- (2) The carrying out of a duty or function, or the exercise of a power, under a joint management agreement has the same legal effect as the carrying out of a duty or function, or the exercise of a power, by a local authority.
- (3) A local authority must not use the special consultative procedure under section 83 of the Local Government Act 2002 in relation to a joint management agreement. 10
- (4) A joint management agreement is enforceable between the parties to it.
- (5) Neither party has the right to terminate a joint management agreement. 15

## 28 Extension

- (1) The local authority and the Trust may agree to extend the joint management agreement to cover duties, functions, or powers that are additional to those specified in **section 19**. 20
- (2) If the local authority and the Trust agree to extend the joint management agreement to cover additional duties, functions, or powers, **subsections (3) to (6)** apply.
- (3) The extended part of the joint management agreement is subject to **sections 25 to 27 and 29 to 31**. 25
- (4) The extended part of the joint management agreement may be terminated wholly or partly by one party giving the other party 20 business days' written or electronic notice.
- (5) Before either party exercises the right in **subsection (4)**, the parties must work together to seek to resolve the issue giving rise to the wish to terminate, in a manner consistent with the principles set out in **section 20** and the dispute resolution process contained in the joint management agreement. 30
- (6) Termination under **subsection (4)** does not affect the remaining part of the joint management agreement. 35



- 29 Review and amendment**
- (1) The local authority and the Trust may at any time agree in writing or electronically to undertake a review of the joint management agreement.
- (2) If, as a result of a review, the local authority and the Trust agree in writing or electronically that the joint management agreement should be amended, they may amend the joint management agreement without further formality. 5
- (3) If the joint management agreement is amended, the local authority and the Trust must— 10
- (a) give written or electronic notice of the amendment to the Minister; and
  - (b) provide a copy of the amended joint management agreement to the Minister.
- 30 Other powers not affected** 15
- The provisions of this Act relating to joint management agreements do not preclude the local authority from—
- (a) making any other joint management agreement with the Trust under the Resource Management Act 1991:
  - (b) making any other co-management arrangement with the Trust under any enactment: 20
  - (c) making a transfer or delegation to the Trust under any enactment.
- 31 Exercise of powers in certain circumstances**
- (1) This section applies if— 25
- (a) a statutory function or power is affected by a joint management agreement; and
  - (b) either—
    - (i) an emergency situation arises; or
    - (ii) a statutory timeframe for the carrying out of the function or the exercise of the power is not able to be complied with under the joint management agreement. 30
- (2) The local authority may carry out the function or exercise the power on its own account and not in accordance with the joint management agreement. 35

*Miscellaneous***32 Regulations and bylaws**

- (1) The Governor-General may, by Order in Council, make regulations consistent with the overarching purpose of this Act for the management of aquatic life, habitats, and natural resources in the Upper Waipa River managed under the conservation legislation. 5
- (2) Within 24 months of the effective date, the Minister must recommend to the Governor-General the making of regulations under the Fisheries Act 1996 providing for the Trust to manage customary fishing on the Waipa River through the issuing of customary fishing authorisations to fisheries managed under the Fisheries Act 1996. 10
- (3) Within 24 months of the effective date, the Minister must recommend to the Governor-General the making of regulations under the Fisheries Act 1996 providing for the Trust to recommend to the Minister the making of bylaws restricting or prohibiting fishing on the Waipa River of fisheries managed under the Fisheries Act 1996. 15
- (4) The Minister must make any bylaws recommended under **subsection (3)**, unless the Minister is satisfied that the proposed bylaws would have an undue adverse effect on fishing. 20
- (5) In this section,—
- Minister** means the Minister of Fisheries and Aquaculture
- Upper Waipa River** includes the waters that flow into and form part of the Waipa River as they are described in **section 3(2)(a)** 25
- Waipa River** includes the waters that flow into and form part of the Waipa River as they are described in **section 3(2)(a)**.

**33 Accords** 30

- (1) The Trust may enter into accords with the following Ministers and persons:
- (a) the Minister of Agriculture:
- (b) the Minister for Arts, Culture and Heritage:
- (c) the Minister for Biosecurity: 35
- (d) the Minister of Conservation:
- (e) the Minister of Energy and Resources:

- (f) the Minister for the Environment:
  - (g) the Minister of Fisheries and Aquaculture:
  - (h) the Minister for Land Information:
  - (i) the Minister of Local Government:
  - (j) the Minister of Maori Affairs: 5
  - (k) the Director-General of Conservation:
  - (l) the Commissioner of Crown Lands:
  - (m) the chief executive of the Ministry of Fisheries.
- (2) The accords must be added as schedules to the Waiwaia Accord. 10
- (3) The terms of an accord may be varied by agreement between the parties in accordance with the accord's terms.
- 34 Rule against perpetuities**
- (1) Neither the rule against perpetuities nor the Perpetuities Act 1964 prescribes or restricts the period during which— 15
- (a) the Trust and the Waikato River Clean-up Trust may exist in law; or
  - (b) the trustees of the Trust and the Waikato River Clean-up Trust may hold or deal with property or income from property in their capacity as trustees. 20
- (2) Neither the rule against perpetuities nor the Perpetuities Act 1964 applies to a document entered into to give effect to the deed if the application of the rule or the Act would make the document invalid or ineffective or a right conferred by the document invalid or ineffective. 25
- 35 Trust: public body and public authority**
- (1) The Trust is a public body for the purposes of clause 30 of Schedule 7 of the Local Government Act 2002.
- ~~(4)~~ (2) The Trust—
- (a) is a public authority for the purposes of paragraph (a) of the definition of public authority in the Resource Management Act 1991; and 30
  - (b) is a public authority for the purposes of paragraph (b) of the definition of public authority in the Resource Management Act 1991 only when it makes a joint management agreement under the Resource Management Act 35

1991 that is not a joint management agreement under any other Act.

*Transitional provision*

**36 Process for extending vision and strategy to Upper Waipa River** 5

(1) **Subsections (2) and (3)** apply when the co-governance entity commences an initial review of the vision and strategy under section 18 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and section 19 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010. 10

(2) Before the co-governance entity acts under clause 2 of Schedule 4 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and clause 2 of Schedule 2 of the Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010, it must review the vision and strategy for the purpose of considering whether amendments are required to ensure that the vision and strategy contributes to achieving the overarching purpose of this Act. 15

(3) If the co-governance entity decides under **subsection (2)** that amendments are required, it must develop and recommend the amendments, in the course of which it— 20

(a) must take into account the environmental plan and the Maniapoto objectives; and

(b) may consider whether the vision and strategy should reflect in its title its application to the Waipa River. 25

(4) After the co-governance entity has completed its review under **subsection (2)** and the amendments it recommended, if any, have been made under **section 9**, the vision and strategy is extended to include the Upper Waipa River and activities in its catchment affecting the Upper Waipa River. 30

**36 Process for extending vision and strategy to Upper Waipa River**

(1) Within 3 months of the effective date, the co-governance entity must examine the vision and strategy for the purpose of considering whether amendments are required to ensure that 35

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- the vision and strategy contributes to achieving the overarching purpose of this Act.
- (2) If the co-governance entity decides that amendments are required, it must develop and recommend the amendments, in the course of which it— 5
- (a) must take into account the environmental plan and the Maniapoto objectives; and
- (b) may consider whether the vision and strategy should reflect in its title its application to the Waipa River.
- (3) If **subsection (2)** applies, the vision and strategy is extended to include the Upper Waipa River and activities in its catchment affecting the Upper Waipa River on the date specified under **section 9(4)**. 10
- (4) If the co-governance entity decides that amendments are not required, it must notify its decision to the Crown, the Trust, and the other appointers. 15
- (5) If **subsection (4)** applies, the vision and strategy is extended to include the Upper Waipa River and activities in its catchment affecting the Upper Waipa River on the date of the notification. 20
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**Schedule 1****s 5****Vision and strategy****1 Vision**

- (1) Tooku awa koiora me oona pikonga he kura tangihia o te maataamuri. The river of life, each curve more beautiful than the last. 5
- (2) Our vision is for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come. 10
- (3) In order to realise the vision, the following objectives will be pursued:
- (a) the restoration and protection of the health and wellbeing of the Waikato River: 15
  - (b) the restoration and protection of the relationships of Waikato-Tainui with the Waikato River, including their economic, social, cultural, and spiritual relationships:
  - (c) the restoration and protection of the relationships of Waikato River Iwi according to their tikanga and kawa with the Waikato River, including their economic, social, cultural, and spiritual relationships: 20
  - (d) the restoration and protection of the relationships of the Waikato Region's communities with the Waikato River, including their economic, social, cultural, and spiritual relationships: 25
  - (e) the integrated, holistic, and co-ordinated approach to management of the natural, physical, cultural, and historic resources of the Waikato River:
  - (f) 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 Waikato River: 30
  - (g) the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within the catchment on the health and wellbeing of the Waikato River: 35

- (h) the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities:
- (i) the protection and enhancement of significant sites, fisheries, flora, and fauna: 5
- (j) the recognition that the strategic importance of the Waikato River to New Zealand’s social, cultural, environmental, and economic wellbeing requires the restoration and protection of the health and wellbeing of the Waikato River: 10
- (k) the restoration of water quality within the Waikato River so that it is safe for people to swim in and take food from over its entire length:
- (l) the promotion of improved access to the Waikato River to better enable sporting, recreational, and cultural opportunities: 15
- (m) the application to the above of both maatauranga Maaori and the latest available scientific methods.

**2 Strategy**

To achieve the vision, the following strategies will be followed: 20

- (a) ensure that the highest level of recognition is given to the restoration and protection of the Waikato River:
- (b) establish what the current health status of the Waikato River is by utilising maatauranga Maaori and the latest available scientific methods: 25
- (c) develop targets for improving the health and wellbeing of the Waikato River by utilising maatauranga Maaori and the latest available scientific methods:
- (d) develop and implement a programme of action to achieve the targets for improving the health and wellbeing of the Waikato River: 30
- (e) develop and share local, national, and international expertise, including indigenous expertise, on rivers and activities within their catchments that may be applied to the restoration and protection of the health and wellbeing of the Waikato River: 35

- (f) recognise and protect wahi tapu and sites of significance to Waikato-Tainui and other Waikato River iwi (where they do decide) to promote their cultural, spiritual, and historic relationship with the Waikato River:
  - (g) recognise and protect appropriate sites associated with the Waikato River that are of significance to the Waikato regional community: 5
  - (h) actively promote and foster public knowledge and understanding of the health and wellbeing of the Waikato River among all sectors of the Waikato regional community: 10
  - (i) encourage and foster a “whole of river” approach to the restoration and protection of the Waikato River, including the development, recognition, and promotion of best practice methods for restoring and protecting the health and wellbeing of the Waikato River: 15
  - (j) establish new, and enhance existing, relationships between Waikato-Tainui, other Waikato River iwi (where they so decide), and stakeholders with an interest in advancing, restoring, and protecting the health and wellbeing of the Waikato River: 20
  - (k) ensure that cumulative adverse effects on the Waikato River of activities are appropriately managed in statutory planning documents at the time of their review:
  - (l) ensure appropriate public access to the Waikato River while protecting and enhancing the health and wellbeing of the Waikato River. 25
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**Schedule 2****s 12****Upper Waipa River integrated  
management plan****1 Preparation of draft plan**

The following process applies to the preparation of a draft of  
the integrated management plan: 5

- (a) the Trust and the relevant departments, relevant local  
authorities, and appropriate agencies must meet to dis-  
cuss the preparation of a draft plan; and
- (b) the Trust and the relevant departments, relevant local  
authorities, and appropriate agencies may consult with  
and seek comment from appropriate persons and organ-  
isations in the preparation of the draft plan. 10

**2 Notification and submissions on draft plan**

(1) When the Trust and the relevant departments, relevant local  
authorities, and appropriate agencies have prepared the draft  
plan, they— 15

- (a) must notify it by giving public notice; and
- (b) may notify it by any other means that the Trust and  
the relevant departments, relevant local authorities, and  
appropriate agencies think appropriate; and 20
- (c) must ensure that the draft plan is available for public  
inspection.

(2) The public notice must—

- (a) state that the draft plan is available for inspection at the  
places and times specified in the notice; and 25
- (b) state that interested persons or organisations may lodge  
submissions on the draft plan—
  - (i) with the Trust or the relevant departments, rele-  
vant local authorities, or appropriate agencies: 30
  - (ii) at the place specified in the notice:
  - (iii) before the date specified in the notice; and
- (c) set a date for the lodging of submissions that is at least  
20 business days after the date of the publication of the  
notice. 35

- (3) Any person or organisation may make a written or electronic submission on the draft plan in the manner described in the public notice.

### 3 Approval of plan

- (1) The Trust and the relevant departments, relevant local authorities, and appropriate agencies must consider submissions made under **clause 2**, to the extent to which they are consistent with the purpose of the plan. 5
- (2) The Trust and, as applicable, the relevant Minister or the Council or the appropriate agency may then approve the plan. 10
- (3) The Trust and the relevant departments, relevant local authorities, and appropriate agencies—
- (a) must notify the plan by giving public notice; and
  - (b) may notify the plan by any other means that the Trust and the relevant departments, relevant local authorities, and appropriate agencies think appropriate. 15
- (4) The public notice must—
- (a) state where the plan is available for public inspection; and
  - (b) state when the plan comes into force. 20
- (5) The plan—
- (a) must be available for public inspection at the local offices of the relevant departments, relevant local authorities, and appropriate agencies; and
  - (b) comes into force on the date specified in the public notice. 25

### 4 Review of, and amendments to, plan

- (1) The Trust and the relevant departments, relevant local authorities, and appropriate agencies may at any time agree to review and, if necessary, amend the plan or any component of the plan. 30
- (2) Neither the Trust nor the relevant departments, relevant local authorities, or appropriate agencies may unreasonably withhold their agreement under **subclause (1)**.

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- (3) The Trust and the relevant departments, relevant local authorities, and appropriate agencies must start a review of the plan—
- (a) within 5 years after the date on which the plan comes into force; and 5
  - (b) within 5 years after the previous review is completed by—
    - (i) a decision that the plan does not need to be amended; or
    - (ii) the approval of an amended plan. 10
- (4) The Trust and the relevant departments, relevant local authorities, and appropriate agencies must apply **clauses 1 to 3**, modified as necessary, to the review.
- (5) If the Trust and the relevant departments, relevant local authorities, and appropriate agencies agree as a result of the review that the plan should be amended in a material way, the amendment must be approved under **section 12(3)**. 15
- (6) If the Trust and the relevant departments, relevant local authorities, and appropriate agencies agree that the plan should be amended in a way that is not material, they must apply **clause 3(3) to (5)**, modified as necessary, to the proposed amendment and the amendment need not be approved under **section 12(3)**. 20

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**Legislative history**

16 November 2010	Introduction (Bill 231–1)
17 May 2011	First reading and referral to Māori Affairs Committee
28 June 2011	Reported from Māori Affairs Committee (Bill 231–2)
16 February 2012	Second reading
8 March 2012	Committee of the whole House (Bill 231–3)

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