

Waikato-Tainui Raupatu Claims (Waikato River) Settlement Bill

Government Bill

Explanatory note

General policy statement

This Bill gives effect to the deed of settlement and Kiingitanga Accord by which the Crown and Waikato-Tainui—

- agree to a final settlement of Waikato-Tainui historical raupatu claims relating to the Waikato River; and
- establish co-management and related arrangements for the overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.

Scope of settlement

Waikato-Tainui comprises those descendants of the Tainui waka as defined in the Waikato Raupatu Claims Settlement Act 1995.

The settlement reflects the importance to Waikato-Tainui of the dual principles of te mana o te awa and mana whakahaere.

In terms of the first principle of te mana o te awa, the settlement relates to the Waikato River from Huka Falls to the mouth of the Waikato River.

In terms of the second principle of mana whakahaere, the settlement includes co-management provisions with Waikato-Tainui relating to the Waikato River from Karapiro to the mouth of the Waikato River,

including part of the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River.

The settlement includes a vision and strategy for the Waikato River, developed by the Guardians Establishment Committee which was representative of Waikato River iwi and communities.

The settlement settles all the historical raupatu claims of Waikato-Tainui that are defined in clause 42 of this Bill and that relate to the Waikato River.

The settled claims include those parts of the Wai 30 claim to the Waitangi Tribunal relating to the Waikato River (being the claims set out in paragraphs A1-5 of the statement of claim dated 16 March 1987); but do not include any excluded claim described in section 8(2) of the Waikato Raupatu Claims Settlement Act 1995 other than those parts relating to the Waikato River.

History of claim

The Waikato-Tainui historical raupatu claims were lodged in the Waitangi Tribunal in 1987 by Robert Te Kotahi Mahuta. The claims relating to the Waikato River, and certain other claims, were expressly excluded from the 1995 Waikato-Tainui settlement.

Terms of negotiation for the excluded claims were entered into in December 2005. In May 2007 a draft Agreement in Principle to settle the Waikato River claims was released for wide consultation, following which an Agreement in Principle was signed in December 2007. The deed of settlement and the Kiingitanga Accord were signed on 22 August 2008.

Summary of settlement

The Waikato River settlement contains instruments and agreements that acknowledge the grievances of Waikato-Tainui, provide redress for historical Treaty breaches in relation to the Waikato River, and introduce a new era of co-management to restore and protect the health and wellbeing of the Waikato River and, in so doing, secure sound and effective Treaty-based relationships for the future.

The settlement is a final resolution of the historical raupatu claims of Waikato-Tainui in relation to the Waikato River and creates binding co-management arrangements for the future.

The arrangements provided for in the settlement reflect a commitment by the Crown and Waikato-Tainui to enter a new era of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations.

Co-management requires more than consultation alone. The successful implementation of co-management through the arrangements provided for in the settlement requires a new approach. Accordingly, the Crown and Waikato-Tainui acknowledge that co-management includes:

- the highest level of good faith engagement; and
 - consensus decision-making as a general rule,
- while having regard to statutory frameworks and the mana whakahaere of Waikato-Tainui and other Waikato River iwi.

The Crown and Waikato-Tainui further acknowledge that, to be effective, co-management must be implemented and achieved as appropriate at a number of levels and across a range of management agencies, bodies and authorities.

Key elements

The key elements of the settlement comprise:

- acknowledgements of the Crown;
- a commitment to co-management;
- recognition of the statement of significance of the Waikato River to Waikato-Tainui;
- legislative recognition of the vision and strategy for the Waikato River;
- establishment of, and the granting of functions and powers to, the Guardians of the Waikato River through the settlement legislation;
- establishment of, and the granting of functions and powers to, the Waikato River Statutory Board through the settlement legislation;
- co-management arrangements, including the establishment of an integrated river management plan;
- the Kiingitanga Accord;

- entry by Ministers of the Crown and the Commissioner of Crown Lands into other accords; and
- commitments relating to certain assets.

Clause by clause analysis

Clause 1 is the title clause.

Clause 2 implements clause 13.2.3 of the settlement.

Clause 3 implements clause 2.1 of the settlement.

Clause 4 states the purpose of the Act.

Clause 5 implements clause 13.2.2 of the settlement.

Clause 6 implements clauses 5.5.1 and 5.11, 6.21, 7.5, 8.21, and 19.1 and 19.5 of the settlement.

Clause 7 states that the Act binds the Crown.

Clause 8 implements clause 3.2 of the settlement.

Clause 9 implements clause 5.8.1, 5.8.2, and 5.8.4 of the settlement.

Clause 10 implements clause 5.9.1 to 5.9.3 of the settlement.

Clause 11 implements clause 5.10 of the settlement.

Clause 12 implements clause 5.8.3 of the settlement.

Clause 13 implements clause 8.5.9 of the settlement.

Clause 14 implements clause 5.5.2 and 5.6 of the settlement.

Clause 15 implements clause 6.1 of the settlement.

Clause 16 implements clauses 5.4 and 6.3 and 6.4.1 of the settlement.

Clause 17 implements clause 6.4.2 of the settlement.

Clause 18 implements clause 6.5 of the settlement.

Clause 19 implements clause 6.2 of the settlement.

Clause 20 implements clause 7.1 of the settlement.

Clause 21 implements clause 7.3 and 7.4.1 of the settlement.

Clause 22 implements clause 7.4.2 of the settlement.

Clause 23 implements clause 7.2 of the settlement.

Clause 24 implements clause 8.3.2 and 8.3.3 of the settlement.

Clause 25 implements clause 8.3.1 and 8.3.4 to 8.3.6 of the settlement.

Clause 26 implements clause 8.3.9 of the settlement.

Clause 27 implements clause 8.3.7 and 8.3.8 of the settlement.

Clause 28 implements clause 8.4.1 and 8.4.2 of the settlement.

- Clause 29* implements clause 8.4.3 of the settlement.
- Clause 30* implements clause 8.5 of the settlement.
- Clause 31* implements clause 8.8 of the settlement.
- Clause 32* implements clause 8.20.1 to 8.20.6 of the settlement.
- Clause 33* implements clause 8.20.7 and 8.20.8 of the settlement.
- Clause 34* implements clause 11.3 and 11.4 of the settlement.
- Clause 35* implements clause 11.5 of the settlement.
- Clause 36* implements clause 11.6.1 to 11.6.4 of the settlement.
- Clause 37* implements clause 11.6.5, 11.6.6, and 11.6.8 of the settlement.
- Clause 38* implements clause 11.6.9 to 11.6.12 of the settlement.
- Clause 39* implements clause 11.7 of the settlement.
- Clause 40* implements clause 11.8.1 to 11.8.5 of the settlement.
- Clause 41* implements clause 11.8.6, 11.8.7, and 11.8.9 of the settlement.
- Clause 42* implements clause 19.2 and 19.3 of the settlement.
- Clause 43* implements clause 15.1 and 15.3.1 of the settlement.
- Clause 44* implements clause 15.2, 15.3, and 15.5 of the settlement.
- Clause 45* implements clause 15.4 of the settlement.
- Clause 46* implements clause 18.1 of the settlement.
- Clause 47* implements clause 8.6 of the settlement.
- Clause 48* enables the making of accords.
- Clause 49* provides for the schedule of consequential amendments.
- Schedule 1* implements clause 9.2 of the settlement.
- Schedule 2* implements Part 1 of the Schedule of the settlement.
- Schedule 3* implements Part 2 of the Schedule of the settlement.
- Schedule 4* implements Part 3 of the Schedule of the settlement.
- Schedule 5* implements Part 4 of the Schedule of the settlement.
- Schedule 6* reflects clause 8.5.9 of the settlement and implements clause 2.4 in Parts 2 and 3 of the Schedule of the settlement.

Regulatory impact statement

Executive summary

The settlement package includes a vision and strategy for the Waikato River, which will be—

- (a) a national policy statement under the Resource Management Act 1991; and
- (b) a statement of general policy for the purposes of conservation legislation.

Persons performing functions or exercising powers under other legislation relevant to the Waikato River will have to have particular regard to the vision and strategy.

It is anticipated that the costs associated with reviewing, and if necessary amending, existing plans or policies to reflect the vision and strategy will be absorbed by the existing statutory decision-makers. Waikato-Tainui has negotiated a contestable fund for the clean-up of the Waikato River. The fund will be administered by a Trust with an initial contribution made by the Crown. The total amount of the Crown's contribution will be finalised following an independent scoping study to identify clean up priorities.

Adequacy statement

The Office of Treaty Settlements and the Treasury have prepared this statement and consider that it provides an accurate summary of the regulatory impacts associated with the settlement of the historical raupatu claims of Waikato-Tainui that relate to the Waikato River.

Status quo and problem

The settlement with Waikato-Tainui is based on well-founded claims of historical breaches of the Treaty of Waitangi by the Crown arising from the raupatu of the 1860's and its consequences.

The management of the Waikato River since raupatu has failed to prevent the deterioration of the health of the Waikato River and has failed to provide for and protect the special relationship of Waikato-Tainui with the Waikato River.

The pollution, degradation, and development of the Waikato River, its lakes, streams and wetlands have also resulted in the decline of its once rich fisheries, which have for generations sustained the way

of life of the people of Waikato-Tainui and their ability to meet their obligations of manaakitanga.

Objectives

The public policy objectives associated with this settlement are to—

- (a) resolve the historical grievances of Waikato-Tainui;
- (b) enter into a new era of co-management over the Waikato River;
- (c) restore and protect the health and wellbeing of the Waikato River;
- (d) recognise and sustain the special relationship Waikato-Tainui have with the Waikato River; and
- (e) restore the honour of the Crown.

These objectives are consistent with those in the Crown's public information document entitled *Healing the past, building the future—A guide to Treaty of Waitangi claims and negotiations with the Crown*.

Alternative options

Status quo

To do nothing would fail to meet the Crown's obligations to Waikato-Tainui under the deed of settlement and the Treaty of Waitangi. It would also be contrary to the Crown's established policy of addressing historical Treaty of Waitangi claims.

Preventing further deterioration of the health of the Waikato River and its fisheries and aquatic flora and fauna cannot be assured without changes to the way the Waikato River is managed.

Preferred option

The preferred option is for the Crown to implement the settlement package that has been negotiated with Waikato-Tainui. The settlement package has the following regulatory impacts.

Vision and strategy

A vision and strategy for the Waikato River has been developed and is to be given recognition in existing legislation affecting the Waikato River.

The vision and strategy will be—

- (a) a national policy statement under the Resource Management Act 1991 and associated legislation, requiring local authorities to give effect to the vision and strategy when preparing or changing regional plans and policy statements and district plans, and to have regard to the vision and strategy when considering a resource consent application; and
- (b) a statement of general policy for the purposes of conservation legislation, which must be implemented by the Director-General of Conservation when preparing conservation management strategies and plans.

These changes will not affect existing use rights but, when new use rights are created or existing rights lapse, the decisions regarding these rights will need to take into consideration the new considerations listed in the vision and strategy.

Persons performing functions or exercising powers under other legislation relevant to the Waikato River will have to have particular regard to the vision and strategy.

It is anticipated that the costs associated with reviewing, and if necessary amending, existing plans or policies to reflect the vision and strategy will be absorbed by the existing statutory decision-makers. Timeframes for review of existing plans or policies are expected to coincide with those reviews required for the forthcoming national policy statement on the management of freshwater. Substantive obligations under the vision and strategy to address clean up of the Waikato River will be considered and addressed in the administration of the Waikato River Clean-up Fund.

Integrated river management plan

An integrated river management plan has been identified as a mechanism to achieve an integrated approach between Waikato-Tainui, relevant Crown agencies and relevant local authorities to the management of aquatic life, habitats and natural resources within the Waikato River.

This plan would apply to the lower Waikato River from Karapiro to Te Puuaha o Waikato, and the lower Waipaa River. It is proposed that the plan will address—

- (a) issues related to conservation management under the conservation legislation; and
- (b) issues related to fisheries management under the Fisheries Act 1996; and
- (c) issues related to resource management, biosecurity and local government functions of Environment Waikato under the Resource Management Act 1991, Biosecurity Act 1993, Local Government Act 2002, and any other relevant legislation; and
- (d) any other matters agreed between Waikato-Tainui and any appropriate agency, including territorial authorities, responsible for administering or exercising functions, powers and duties under any legislation that affects the Waikato River.

The plan will have status as a conservation management plan and a freshwater fisheries management plan under the Conservation Act 1987. The plan will have status as a fisheries plan under the Fisheries Act 1996. Any local authority that is preparing, reviewing or changing a Resource Management Act 1991 planning document will have to have regard to the plan. It is expected that the plan will assist decision-makers under these frameworks to meet their obligations with respect to the vision and strategy and the overarching purpose of the settlement.

Joint working party

The settlement provides for the early engagement of Waikato-Tainui by local authorities in resource management policy and planning processes through joint working parties convened by the Waikato River Statutory Board.

Waikato-Tainui environmental plan

The settlement provides that Waikato-Tainui may prepare a Waikato-Tainui environmental plan and lodge it with relevant local authorities, the Director-General of Conservation, the Chief Executive of the Ministry of Fisheries or any other relevant agency.

A local authority with which the Waikato-Tainui environmental plan has been lodged will have to take the plan into account when preparing, reviewing or changing a Resource Management Act 1991 plan-

ning document and a consent authority will have to have regard to the Waikato-Tainui environmental plan when considering a resource consent application where a consent authority considers a plan relevant and reasonably necessary to determine an application.

Persons exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have to recognise and provide for the Waikato-Tainui environmental plan.

Regulations

It is proposed that the settlement package provide for the making of regulations for the management and enhancement of fisheries and aquatic flora and fauna in the Waikato and Waipaa Rivers, their tributaries, and lakes and wetlands within their catchments. The regulatory impacts of such regulations will be considered when they are proposed in future.

Implementation and review

The settlement of the historical raupatu claims of Waikato-Tainui to the Waikato River is intended to be a full and final settlement of the historical raupatu claims of Waikato-Tainui to the Waikato River.

Consultation

The Guardians Establishment Committee (GEC) was formed in March 2008 to develop the vision and strategy for the Waikato River. Its members included representatives from the Crown, Waikato River iwi, regional and territorial local authorities, and industry.

The GEC released the draft vision and strategy for public consultation on 7 May, and received 94 submissions from a wide range of parties, before amending and recommending the vision and strategy to the Crown and Waikato-Tainui.

In the early development of the settlement package, all relevant local authorities in the Waikato region were consulted in the development of the Waikato River Statutory Board.

The following departments have been involved in the development of the settlement package: Department of the Prime Minister and Cabinet, The Treasury, Ministry for the Environment, Ministry of Fisheries, Ministry of Agriculture and Forestry, Department of Conserva-

tion, Department of Internal Affairs, Land Information New Zealand, Ministry of Economic Development, and Te Puni Kōkiri. The Crown Law Office was informed about the contents of the settlement.

Hon Dr Michael Cullen

Waikato-Tainui Raupatu Claims (Waikato River) Settlement Bill

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Preamble

The Relationship of Waikato-Tainui with the Waikato River

“Noo taatou te awa. Noo te awa taatou. E kore e taea te wehe te iwi o Waikato me te awa. He taonga tuku iho naa ngaa tuupuna. E whakapono ana maatou ko taa maatou, he tiaki i taua taonga moo ngaa uri whakatupu.” Robert Te Kotahi Mahuta 1975

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Te Mana o te Awa

- (1) To Waikato-Tainui, the Waikato River is a tupuna (ancestor) which has mana (prestige) and in turn represents the mana and mauri (life force) of the tribe. Respect for te mana o te awa (the spiritual authority, protective power and prestige of the Waikato River) is at the heart of the relationship between the tribe and their ancestral river.

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Mana whakahaere

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- (2) Mana whakahaere embodies the authority that Waikato-Tainui and other River tribes have established in respect of the Waikato River over many generations, to exercise control, access to and management of the Waikato River and its resources in accordance with tikanga (values, ethics and norms of conduct). For Waikato-Tainui, mana whakahaere has long been exercised under the mana of the Kiingitanga.

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Raupatu and the River: Invasion and War, Confiscation of Waikato lands

- (3) Waikato-Tainui, as at 1840, possessed their River, and their lands in accordance with their tikanga along with other Waikato River iwi. The Treaty of Waitangi guaranteed in the Maori text “te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa” or in the English text “the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession”.

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- (4) Waikato-Tainui made public statements of their authority over the Waikato River from the time they first became concerned that the Crown might itself claim authority over it. When the Governor’s intentions to put an iron steamer on the River became known late in 1862, Patara Te Tuhi, editor of the Kiin-

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gitanga newspaper Te Hokioi, expressed the opposition of the chiefs warning that the gunboat might not enter the River without permission. He asserted tribal authority over the River in these words: “E hara a Waikato awa i a te kuini, erangi no nga Maori anake”. (The Waikato River does not belong to the Queen of England, it belongs only to Maori.) 5

- (5) In July 1863, the Crown’s military forces crossed the Mangataawhiri River. In the ensuing war of 1863-64, the Crown’s forces attacked by both land and water. The Crown’s armed steamers and barges played a crucial role in the invasion as they carried Crown forces and supplies up the Waikato River and into the Waipaa River, and shelled Waikato defences. 10
- (6) In December 1863, Crown forces occupied Ngaaruawaahia, the home of the King and the political centre of the Kiingitanga. During the war, many communities who supported the Kiingitanga were driven out of the Waikato. In 1864-65 military settlements, including Hamilton and Cambridge, were established on the Waikato River, and also on the Waipaa River. 15
- (7) Confiscation of Waikato lands followed in 1865. The Waikato confiscation area extended from the Hauraki Gulf to Karapiro in the east, via Pukekura, Oraakau and the Puuniu River to the south, and from Whaingaroa (Raglan) to Te Puuaha o Waikato in the west. 20

Waikato-Tainui Experience of Raupatu

- (8) From the time of the Raupatu, the Crown assumed control of, and exercised jurisdiction over, the Waikato River. Waikato-Tainui were excluded from decision making: nor were they consulted as to their understanding of the River and its ecosystems. Waikato-Tainui rights and interests (whether at law, equity, custom or by the Treaty of Waitangi or otherwise), and the authority and control that they exercised to protect and ensure the well-being of the River and its resources, were denied. 25 30
- (9) Following the Raupatu and the cessation of hostilities, new settlers occupied the confiscated lands, and farms and towns were developed along the Waikato River. The River was used for farming, coal mining, power generation schemes, the discharge of waste, and domestic and industrial abstraction. The wetlands were drained, flood protection schemes were initi- 35

ated and sand and shingle were removed. While all of these uses of the Waikato River contributed to the economic growth of New Zealand, they also contributed to the pollution and deterioration of the health of the Waikato River and have significantly impacted on the fisheries and plant life of the River. 5

- (10) Though they have continued to assert their mana whakahaere in order to protect the Waikato River and all its resources under the mana of the Kiingitanga, according to their tikanga, Waikato-Tainui believe that their ability to meet their obligations to the Waikato River, as their Awa Tupuna (Ancestral River), and to ensure its well-being has been severely compromised. Waikato-Tainui feel this sense of injustice as strongly today as they did in the past. 10

Waikato-Tainui Commitment to the Search for Justice

- (11) In the changing legal and political landscape of New Zealand, Waikato-Tainui have always maintained the importance of their unique relationship with the River, and the need to respect and restore its well-being. 15
- (12) Robert Te Kotahi Mahuta, who led the Kiingitanga search for justice from the 1970's, appealed against the granting of water rights for the Huntly Power Station, at a time when little consideration was given to Waikato-Tainui values and rights. From 1985, a new commitment by the Crown to addressing historical grievances brought hope to Waikato-Tainui that their Raupatu claim, which affected both lands and the River, might be resolved. Waikato-Tainui negotiated their claim directly with the Crown and reached settlement in 1995, excluding and preserving their claims in respect of the Waikato River. 20 25
- (13) From the late 1980s, Waikato-Tainui also sought to protect the River, and their Raupatu claim, through negotiation with the Crown, and through the courts, from the impact of the Government's policy of privatisation of assets and corporatisation. In particular, Waikato-Tainui were concerned that their interests in the River would be depleted and that this would further alienate Waikato-Tainui from the River. The Crown agreed not to transfer water rights, issued in perpetuity, to any State enterprise. The new Resource Management regime included limits for the period for which water rights could be granted. 30 35

- (14) The Resource Management Act 1991 gave regional and local authorities substantial functions and powers over natural resources, including the power to grant resource consents for River use. The Act did not, however, provide for protection of te mana o te awa and te mana whakahaere of Waikato-Tainui. Since the Act came into effect, Waikato-Tainui have been involved as respondents in many consent hearings, seeking conditions which would protect the River. 5
- (15) Negotiations with the Crown were commenced by Robert Te Kotahi Mahuta on behalf of Waikato-Tainui in 1999. Following his death, they recommenced in 2005, leading to the deed of settlement and the Kiingitanga Accord between the Crown and Waikato-Tainui dated 22 August 2008. 10
- (16) From the 1860s to the present, Waikato-Tainui have continually sought justice for their Raupatu claim and protection for the River. The principles of te mana o te awa and mana whakahaere have long sustained the Waikato River claim together with the principles described in the Kiingitanga Accord, and those principles underlie the new regime to be implemented by this settlement. 15 20
- Crown Acknowledgements*
- (17) In summary, the Crown acknowledges:
- (a) that the historical Waikato River claims by Waikato-Tainui arise from the 1860s raupatu and its consequences; and 25
 - (b) that the Crown’s 1863 invasion by both land and the Waikato River was a double blow to Waikato-Tainui; and
 - (c) that the Crown’s breach of the Treaty of Waitangi denied Waikato-Tainui their rights and interests in, and mana whakahere over, the Waikato River; and 30
 - (d) that Waikato-Tainui never willingly or knowingly relinquished their rights and interests in, or authority over, the Waikato River; and
 - (e) the importance to Waikato-Tainui of the principle of te mana o te Awa; and 35
 - (f) to Waikato-Tainui the Waikato River is a tupuna which has mana and in turn represents the mana and mauri of Waikato-Tainui; and

- (g) that to Waikato-Tainui, the Waikato River is a single indivisible being; and
- (h) that for Waikato-Tainui, their relationship with, and respect for, the Waikato River gives rise to their responsibilities to protect the mana and mauri of the River and exercise their mana whakahaere in accordance with their long established tikanga; and 5
- (i) that for Waikato-Tainui, their relationship with, and respect for, the Waikato River lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture; and 10
- (j) that the Crown has failed to respect, provide for and protect the special relationship of Waikato-Tainui with the Waikato River; and
- (k) that the deterioration of the health of the Waikato River, while under the authority of the Crown, has been a source of distress for the people of Waikato-Tainui; and 15
- (l) that the pollution, degradation and development of the Waikato River, its lakes, streams and wetlands have caused the decline of once rich fisheries that, for generations, had sustained the people's way of life and their ability to meet obligations of manaakitanga, and this is a further source of distress; and 20
- (m) that the Crown respects the deeply felt obligation of Waikato-Tainui to protect te mana o te awa; and 25
- (n) that the Crown seeks a settlement that will recognise and sustain the special relationship of Waikato-Tainui with the Waikato River; and
- (o) that the Crown undertakes to assist and work with Waikato-Tainui to restore their mana whakahaere; and 30
- (p) that Waikato-Tainui wish to promote the concept of a korowai to bring the River tribes together as an affirmation of their common purpose to protect te mana o te awa.

The Parliament of New Zealand therefore enacts as follows:

1 Title

This Act is the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act **2008**.

2 Commencement

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This Act comes into force as follows:

(a) the whole Act may be brought into force on a date appointed by the Governor-General by an Order in Council made on the advice of the Minister in Charge of Treaty of Waitangi Negotiations; or

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(b) different provisions may be brought into force on different dates appointed by the Governor-General by Orders in Council made on the advice of the Minister in Charge of Treaty of Waitangi Negotiations.

Part 1

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Preliminary provisions

3 Overarching purpose of settlement

The overarching purpose of the settlement is to restore and protect the health and wellbeing of the Waikato River for future generations.

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4 Purpose of Act

The purpose of this Act is to—

(a) give effect to the settlement of raupatu claims under the 2008 deed:

(b) recognise the significance of the Waikato River to Waikato-Tainui:

25

(c) recognise the vision and strategy for the Waikato River:

(d) establish and grant functions and powers to the Guardians of the Waikato River:

(e) establish and grant functions and powers to the Waikato River Statutory Board:

30

(f) provide co-management arrangements for the Waikato River:

- (g) provide redress to Waikato-Tainui relating to certain assets:
- (h) recognise redress to Waikato-Tainui of the Kiingitanga Accord and other accords provided for in the schedule of the Kiingitanga Accord. 5

5 Guiding principle of interpretation

This Act must be interpreted in a manner that best furthers—

- (a) the overarching purpose of this settlement; and
- (b) the agreements expressed in the 2008 deed and the Kiingitanga Accord. 10

6 Interpretation

In this Act, unless the context requires another meaning,—

1995 Act means the Waikato Raupatu Claims Settlement Act 1995

2008 deed means the deed of settlement between the Crown and Waikato-Tainui dated 22 August 2008 15

1995 deed means the deed of settlement between the Crown and Waikato dated 22 May 1995

1992 deed means the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims 20

appointer means a person who appoints a member under—

- (a) **clause 2 of Schedule 3**; or
- (b) **clause 2 of Schedule 4**

board means the Waikato River Statutory Board 25

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

- (a) Saturday and Sunday; and
- (b) the days observed as the anniversaries of the provinces of Auckland and Wellington; and 30
- (c) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day; and
- (d) a day in the period starting on 25 December and ending with the close of 15 January in the following year

catchment means,—

(a) in **sections 11 and 17 and Schedule 2**, the areas marked “A” and “B” on SO plan 409144:

(b) in **section 22**, the area marked “A” on SO plan 409144

commencement date means,—

(a) if an Order in Council is made under **section 2(a)**, the date of the order:

(b) if more than 1 Order in Council is made under **section 2(b)**, the date of the last order

component means a component described in **section 24(3)** 10

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

conservation legislation means—

(a) the Conservation Act 1987; and

(b) the enactments listed in Schedule 1 of the Conservation Act 1987 15

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

Crown body means—

(a) the Crown; and 20

(b) a Crown entity; and

(c) a State enterprise; and

(d) a company that is wholly owned by a Crown entity or a State enterprise

Crown entity has the meaning given to it by the Crown Entities Act 2004 25

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

Environment Waikato means the Waikato Regional Council

financial year has the meaning given to it by the Public Finance Act 1989 30

Guardians means the Guardians of the Waikato River

Guardians of the Waikato River means the body established by **section 15**

iwi management plan means a planning document recognised by an iwi authority 35

Kiingitanga Accord means the collateral deed between the Crown and Waikato-Tainui dated 22 August 2008

local authority,—

- (a) in **sections 12 and 13**, means—
- (i) Environment Waikato: 5
 - (ii) Franklin District Council:
 - (iii) Hamilton City Council:
 - (iv) Matamata-Piako District Council:
 - (v) Otorohanga District Council:
 - (vi) Rotorua District Council: 10
 - (vii) South Waikato District Council:
 - (viii) Taupo District Council:
 - (ix) Waikato District Council:
 - (x) Waipa District Council; and
- (b) in **sections 17, 24 to 26, 28 to 30, 32, and 33 and clause 2 of Schedule 4**, has the meaning given to it by the Resource Management Act 1991 15

memorialised lands means the land described in Schedule 2 of the 1995 Act

principles described in the Kiingitanga Accord means the principles set out in **Schedule 1** 20

public notice means a notice published in 1 or more daily newspapers circulating in the Waikato region

Registrar-General has the meaning given to it by the Land Transfer Act 1952 25

representative entity means—

- (a) the trustees of the Waikato Raupatu River Trust; and
- (b) a person acting in any capacity for or on behalf of an individual, hapuu, whaanau, or marae within the definition of **Waikato-Tainui** 30

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

- (a) a district plan:
- (b) a proposed district plan: 35
- (c) a regional plan:
- (d) a proposed regional plan:
- (e) a regional policy statement:

- (f) a proposed regional policy statement
- responsible Ministers** means each of the Ministers entering into an accord under clause 9.3 and 9.4 of the 2008 deed
- settlement** means the settlement of the raupatu claims under the 2008 deed 5
- settlement date** means,—
- (a) if **paragraph (a)** of the definition of **commencement date** applies, the date that is 20 business days after the date of the Order in Council:
- (b) if **paragraph (b)** of the definition of **commencement date** applies, the date that is 20 business days after the date of the last Order in Council 10
- state enterprise** has the meaning given to it by the State-Owned Enterprises Act 1986
- Te Puuaha o Waikato** means the mouth of the Waikato River 15
- Te Taheke Hukahuka** means the Huka Falls
- vision and strategy** means the vision and strategy for the Waikato River set out in **Schedule 2**
- Wai 30 claim** means the Wai 30 claim to the Waitangi Tribunal relating to the Waikato River 20
- Waikato River**,—
- (a) in **sections 3, 4, 8, and 42**, means the Waikato River and its catchment:
- (b) in **sections 10, 11, 16, 17, and 18 and Schedules 1 to 3**, means— 25
- (i) the body of water known as the Waikato River flowing continuously or intermittently from the Huka Falls to the mouth of the Waikato River shown as located within the area marked “A” and “B” on SO plan 409144; and 30
- (ii) all tributaries, streams, and watercourses flowing into the part of the Waikato River described in **subparagraph (i)**, to the extent to which they are within the area marked “A” and “B” on SO plan 409144; and 35
- (iii) lakes and wetlands within the area marked “A” and “B” on SO plan 409144; and

- (iv) the beds and banks of the water bodies described in **subparagraphs (i) to (iii)**:
- (c) in **sections 21, 22, 24 to 27, 30, 34, and 47 and Schedules 4 and 5**,—
- (i) the body of water known as the Waikato River flowing continuously or intermittently from Karapiro to the mouth of the Waikato River shown as located within the area marked “A” on SO plan 409144; and 5
- (ii) all tributaries, streams, and watercourses flowing into the part of the Waikato River described in **subparagraph (i)**, to the extent to which they are within the area marked “A” on SO plan 409144; and 10
- (iii) lakes and wetlands within the area marked “A” on SO plan 409144; and 15
- (iv) the beds and banks of the water bodies described in **subparagraphs (i) to (iii)**

Waikato Raupatu River Trust means the trust referred to and approved under clause 12.4 of the 2008 deed 20

Waikato River Statutory Board means the body established by **section 20**

Waikato River Clean-up Trust means the trust referred to under clause 6.11 of the 2008 deed

Waikato-Tainui,— 25

(a) in **sections 4, 6, 8, 18, 38, and 42 to 44 and Schedules 2, 4, and 5**, has the meaning given to Waikato by section 7 of the 1995 Act:

(b) in **sections 14, 17, 21, 22, 24 to 28, 30, 34, and 47**, means the Waikato Raupatu River Trust acting on behalf of Waikato-Tainui 30

Waikato-Tainui objectives for the Waikato River means the objectives set out in the 2008 deed as most recently amended, if it has been amended.

7 Act binds the Crown 35
This Act binds the Crown.

Part 2

Settlement redress through legislation

Statement of significance of Waikato River to Waikato-Tainui

- 8 Statement** 5
- (1) The Crown recognises the statement of significance of the Waikato River to Waikato-Tainui as stated in this section.
- (2) He tuupuna noo ngaa iwi o Waikato-Tainui Te Awa o Waikato. E mau ana te mana te mauri me te kaha o te Iwi. He mauri tu tahi e kore e wehea. Ka rere mai oona wai i Te Taheke hukahuka puta atu ki te Puuaha o Waikato. Ka hono haere ai ngaa wai o Te Awa o Waikato i ngaa parenga, i ngaa whaiawa, i nga momo takawai o raro, i ngaa rerenga, i ngaa waikeri, i ngaa wehenga, i ngaa roto, i ngaa ika, i ngaa tupunga otaota, i ngaa maania, i ngaa repo, i ngaa motu, i ngaa puna, i ngaa arawai o te awa, i ngaa ararangi o te awa, i ngaa tuaapapa o te awa, tae noa ki oona tohu a wairua me toona mauri. Naa too maatou hononga ki te awa, naa too maatou manaaki i te awa te take ka tiaki i te mana o te awa, aa, ka riro maa maatou taua mana whakahaere i runga i ngaa tikanga tuku iho mo te awa. No reira, naa too maatou hononga ki te awa hei kaitiaki te puutake o too maatou oranga a wairua, oranga a tinana, a, tae noa ki oo maatou tikanga a iwi katoa. 10 15 20
- (3) The Waikato River is our tupuna (ancestor) which has mana (spiritual authority and power) and in turn represents the mana and mauri (life force) of Waikato-Tainui. The Waikato River is a single indivisible being that flows from Te Taheke Hukahuka to Te Puuaha o Waikato (the mouth) and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, flood plains, wetlands, islands, springs, water column, airspace, and substratum as well as its metaphysical being. Our relationship with the Waikato River, and our respect for it, gives rise to our responsibilities to protect te mana o te Awa and to exercise our mana whakahaere in accordance with long established tikanga to ensure the wellbeing of the river. Our relationship with the river and our respect for it lies 25 30 35

at the heart of our spiritual and physical wellbeing, and our tribal identity and culture.

*Recognition of vision and strategy for Waikato
River*

- 9 Status for Resource Management Act 1991** 5
- (1) **Subsections (2) and (3)** have effect to the extent that the content of the vision and strategy relates to matters covered by the Resource Management Act 1991.
- (2) For the purposes of the Resource Management Act 1991 (except sections 45 to 55), the vision and strategy is a national policy statement within the meaning of the Act under the Act. 10
- (3) For the purposes of an enactment that refers to a national policy statement under the Resource Management Act 1991, the vision and strategy is a national policy statement within the meaning of the Resource Management Act 1991 under the Act. 15
- 10 Status for other enactments**
- (1) **Subsections (2) to (7)** have effect to the extent that the content of the vision and strategy relates to the exercise of powers or the carrying out of functions for the Waikato River and activities in its catchment that affect the Waikato River under the Acts referred to in **subsections (2) to (7)**. 20
- (2) For the purposes of the Conservation Act 1987, the vision and strategy is a statement of general policy approved under section 17B of the Act.
- (3) For the purposes of the National Parks Act 1980, the vision and strategy is a statement of general policy adopted under section 44 of the Act. 25
- (4) For the purposes of the New Zealand Walkways Act 1990, the vision and strategy is a statement of general policy adopted under section 4 of the Act. 30
- (5) For the purposes of the Reserves Act 1977, the vision and strategy is a statement of general policy approved under section 15A of the Act.
- (6) For the purposes of the Wild Animal Control Act 1977, the vision and strategy is a statement of general policy approved under section 5(1)(ca) of the Act. 35

- (7) For the purposes of the Wildlife Act 1953, the vision and strategy is a statement of general policy approved under section 14C of the Act.
- (8) Conservation management strategies and conservation management plans under the Conservation Act 1987 must be amended so that they do not derogate from the vision and strategy within 3 years of the settlement date. 5
- (9) The requirement under sections 17D and 17E of the Conservation Act 1987 that conservation management strategies and conservation management plans must not derogate from statements of general policy does not apply to the vision and strategy until the relevant strategies and plans are amended under **subsection (8)**. 10
- (10) A strategy or plan affected by **subsections (8) and (9)** must be amended or reviewed— 15
- (a) within 3 years of the settlement date; and
 - (b) within 3 years of the date on which the vision and strategy is amended under **section 14**; but
 - (c) does not have to be amended or reviewed more than once in any 3 year period. 20
- 11 General duty to implement**
- (1) **Subsection (2)** applies to a person performing functions or exercising powers under an enactment specified in **subsection (3)** if the functions or powers— 25
- (a) relate to—
 - (i) the Waikato River; or
 - (ii) activities in the catchment that affect the Waikato River; and
 - (b) are not covered by **section 9 or 10**.
- (2) The person must have particular regard to the vision and strategy in addition to any requirement specified in the enactment for the performance of the functions or the exercise of the powers. 30
- (3) The enactments are the— 35
- (a) Conservation Act 1987:
 - (b) National Parks Act 1980:
 - (c) New Zealand Walkways Act 1990:

- (d) Reserves Act 1977:
- (e) Resource Management Act 1991:
- (f) Wild Animal Control Act 1977:
- (g) Wildlife Act 1953.
- (4) **Subsection (5)** applies to a person performing functions or exercising powers under an enactment specified in **subsection (6)** if the functions or powers relate to—
 - (a) the Waikato River; or
 - (b) activities in the catchment that affect the Waikato River.
- (5) The person must have particular regard to the vision and strategy in addition to any requirement specified in the enactment for the performance of the functions or the exercise of the powers. 10
- (6) The enactments are the—
 - (a) Biosecurity Act 1993: 15
 - (b) Fisheries Act 1996:
 - (c) Forests Act 1949:
 - (d) Health Act 1956:
 - (e) Historic Places Act 1993:
 - (f) Land Drainage Act 1908: 20
 - (g) Local Government Act 1974:
 - (h) Local Government Act 2002:
 - (i) Native Plants Protection Act 1934:
 - (j) New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008: 25
 - (k) Queen Elizabeth the Second National Trust Act 1977:
 - (l) River Boards Act 1908:
 - (m) Soil Conservation and Rivers Control Act 1941.

12 Local authorities' duty to implement

- (1) Each local authority to which this section applies must amend its Resource Management Act 1991 planning documents to give effect to—
 - (a) the provisions in the vision and strategy that affect the document; and
 - (b) each amendment to the vision and strategy under **section 14** that affects the document. 35

- (2) The local authority must make the amendment using the process set out in Schedule 1 of the Resource Management Act 1991.
- (3) The local authority must make the amendment,—
- (a) for the purposes of **subsection (1)(a)**, by the earlier of—
- (i) the date on which the local authority is next required to review the document under section 79 of the Resource Management Act 1991; and
- (ii) the third anniversary of the commencement date;
- (b) for the purposes of **subsection (1)(b)**, by the date on which the local authority is next required to review the document under section 79 of the Resource Management Act 1991.
- 13 Statement regarding vision and strategy** 15
- When a local authority to which this section applies has prepared or changed a Resource Management Act 1991 planning document, the authority must make an explicit statement in the Resource Management Act 1991 planning document on how the vision and strategy has been given effect to. 20
- 14 Amendment**
- (1) The Governor-General may amend the vision and strategy by amending **Schedule 2** by Order in Council.
- (2) The Governor-General may make an Order in Council under **subsection (1)** only on the advice of the Minister for the Environment given under **subsection (3)**. 25
- (3) The Minister for the Environment must advise the Governor-General to make an Order in Council to amend the vision and strategy if—
- (a) the Crown, Waikato-Tainui, and the other appointers each receive a written or electronic recommendation from the Guardians of the Waikato River under **section 18** to amend the vision and strategy; and
- (b) the recommendation sets out the amended vision and strategy in full and identifies the amendments; and 35

- (c) the Crown, Waikato-Tainui, 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. 5

***Establishment of, and granting of functions
and powers to, Guardians of the Waikato River***

15 Establishment of Guardians

This Act establishes a statutory body called the Guardians of the Waikato River. 10

16 Principal function of Guardians

- (1) The principal function of the Guardians is to—
 - (a) promote, and work to achieve, the restoration and protection of the health and wellbeing of the Waikato River for future generations; and 15
 - (b) promote, co-ordinate, facilitate, and supervise the implementation of the vision and strategy to achieve an integrated, holistic, and co-ordinated approach to its implementation and to the management of the Waikato River. 20
- (2) The Guardians must adopt the vision and strategy at their first meeting.
- (3) Members of the Guardians must act in a manner that achieves the overarching purpose of the settlement when performing the functions and exercising the powers of the Guardians. 25
- (4) Members of the Guardians must act in good faith and follow the principles of consensus decision making when performing the functions and exercising the powers of the Guardians.

17 General functions of Guardians 30

The general functions of the Guardians are to—

- (a) engage with local authorities, the Waikato River Statutory Board, Waikato-Tainui, other Waikato River iwi, and other appropriate persons to achieve the purposes stated in **section 16(1)**: 35

- (b) receive, commission, review, and share information on the state of the Waikato River:
- (c) carry out research into, promote education programmes relating to, advocate for, and provide advice in relation to activities or changes required to achieve the overarching purpose of the settlement: 5
- (d) monitor whether appropriate recognition has been given to the vision and strategy in policies, plans, and processes related to the Waikato River and activities in the catchment that affect the Waikato River: 10
- (e) promote appropriate recognition of the vision and strategy in policies, plans, and processes related to the Waikato River and activities in the catchment that affect the Waikato River:
- (f) propose how the vision and strategy could be provided for in policies, plans, and processes related to the Waikato River and activities in the catchment that affect the Waikato River: 15
- (g) monitor the implementation of the vision and strategy, including through reports received from the Waikato River Statutory Board: 20
- (h) report at least every 5 years to the Crown, Waikato-Tainui, and the other appointers on the progress being made towards achieving the vision and strategy:
- (i) take any other action reasonably related to the functions or powers of the Guardians. 25

18 Review of vision and strategy

- (1) The Guardians must in accordance with this section—
 - (a) review the vision and strategy; and
 - (b) recommend to the Crown, Waikato-Tainui, and the other appointers— 30
 - (i) that specified amendments are necessary; or
 - (ii) that no amendments are necessary.
- (2) Amendments specified by the Guardians under **subsection (1)(b)(i)** must be consistent with the overarching purpose of the settlement. 35

- (3) The Guardians must review the vision and strategy at least once every 10 years and may review it at any earlier time that the Guardians consider appropriate.
- (4) In reviewing the vision and strategy, the Guardians must consider— 5
- (a) the Waikato-Tainui objectives for the Waikato River:
 - (b) other objectives for the Waikato River:
 - (c) any documents considered relevant by the Guardians about the management of the Waikato River, including iwi and hapuu management plans. 10
- (5) The Guardians must consult before making a recommendation under **subsection (1)**. The following provisions apply to the consultation:
- (a) the Guardians must consult the public:
 - (b) the Guardians must give public notice of the public consultation to be undertaken: 15
 - (c) if the Guardians are considering recommending specified amendments to the vision and strategy, they must consult the following persons about the amendments: 20
 - (i) the public; and
 - (ii) specific persons who will or may be affected by, or have an interest in, the proposed amendments.
- 19 Other provisions on Guardians**
Schedule 3 contains other provisions on the Guardians.
- Establishment of, and granting of functions and powers to, Waikato River Statutory Board* 25
- 20 Establishment of board**
 This Act establishes the Waikato River Statutory Board.
- 21 Principal function of board**
- (1) The principal function of the board is to achieve the following purposes: 30
- (a) to assist and support Waikato-Tainui in the exercise of their mana whakahaere over the Waikato River:
 - (b) to support and promote the special relationship of Waikato-Tainui with the Waikato River in order to 35

achieve the implementation of the vision and strategy and compliance with it.

- (2) Members of the board must act in good faith and follow the principles of consensus decision making when performing the functions and exercising the powers of the board. 5

22 General functions of board

The general functions of the board are to—

- (a) promote the highest level of recognition of the vision and strategy: 10
- (b) promote the effective implementation of the vision and strategy: 10
- (c) promote compliance with the vision and strategy:
- (d) promote the integrated management of the Waikato River in a manner consistent with the vision and strategy: 15
- (e) evaluate, at least every 10 years, relevant policies and plans relating to the Waikato River and activities in the catchment that affect the Waikato River to determine whether they give sufficient effect to the vision and strategy: 20
- (f) commission the independent audit of a representative sample of resource consents, permits, concessions, and similar instruments that may affect the Waikato River and activities in the catchment that affect the Waikato River to assess the extent to which the granting of such instruments is consistent with the vision and strategy: 25
- (g) report findings and recommendations under **paragraphs (e) and (f)** to relevant authorities:
- (h) identify, evaluate, and, if appropriate, scope and recommend implementation of non-regulatory measures that would assist achievement of the vision and strategy: 30
- (i) engage with, and co-ordinate interaction with and between, the Crown, local authorities, and other interested stakeholders on any issues relevant to the vision and strategy: 35
- (j) seek to facilitate the effective co-management of the Waikato River with persons performing functions or exercising powers under enactments that affect the

- Waikato River and activities in the catchment that affect the Waikato River:
- (k) for the purpose of the functions set out in **paragraphs (i) and (j)**, request the attendance at the board, or participation in its deliberations, of a person exercising management functions related to, or affecting, the Waikato River and activities in the catchment that affect the Waikato River: 5
 - (l) participate in statutory and non-statutory policy, planning, and other processes affecting the Waikato River and activities in the catchment that affect the Waikato River: 10
 - (m) obtain, commission, receive, share, and monitor information and reports relevant to the Waikato River and activities in the catchment that affect the Waikato River: 15
 - (n) receive and exercise any transferred or delegated functions or powers and participate in any joint management agreement:
 - (o) report annually to the appointers and the Minister for the Environment, as described in **clause 13 of Schedule 4**: 20
 - (p) exercise any other function or power specified in the 2008 deed or this Act or any other enactment as being a function or power of the board:
 - (q) take any other action reasonably related to the functions or powers of the board. 25
- 23 Other provisions on board**
Schedule 4 contains other provisions on the board.
- Co-management arrangements*
- Integrated river management plan for Waikato River* 30
- 24 Meaning of integrated river management plan**
- (1) An integrated river 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 Waikato-Tainui, relevant departments, and relevant local authorities to the management of aquatic life, habitats, and natural resources within the Waikato River consistent with the overarching purpose of the settlement. 5
- (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 Environment Waikato 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 Waikato-Tainui and any appropriate agency, including a local authority, responsible for— 20
 - (i) administering enactments that affect the Waikato River; or
 - (ii) performing functions or exercising powers under enactments that affect the Waikato River. 25

25 Preparation and approval of plan

- (1) An integrated river management plan must be prepared together by Waikato-Tainui, relevant departments, and relevant local authorities,—
- (a) following the process in **Schedule 5**; 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 Waikato-Tainui and the Minister of Conservation: 35
 - (b) the fisheries component must be approved jointly by Waikato-Tainui and the Minister of Fisheries:

- (c) the regional council component must be approved jointly by the Waikato-Tainui and Environment Waikato:
- (d) any other component must be approved jointly by Waikato-Tainui and the relevant department or relevant local authority. 5
- (3) If a component cannot be approved under **subsection (2)** because Waikato-Tainui and a relevant department or relevant local authority have not been able to reach agreement on it, each component on which agreement has been reached may be approved under **subsection (2)**. 10
- (4) Within 3 years of the settlement date, an integrated river management plan for the Waikato River must exist containing the components that have been approved under **subsection (2)**.
- 26 Effect of components** 15
- (1) This section states the effects of the components of the integrated river management plan for the Waikato River.
- (2) The conservation component is, for the purposes of the Conservation Act 1987,—
- (a) a conservation management plan under section 17E; 20
and
- (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. 25
- (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.
- (5) The other component has the effect agreed between Waikato-Tainui and the relevant department or relevant local authority. 30
- 27 Review and amendment of plan**
- The integrated river management plan for the Waikato River may be reviewed and amended—
- (a) at the initiative of Waikato-Tainui and the relevant department or relevant local authority together; and 35

- (b) wholly or as to an individual component; and
- (c) from time to time; and
- (d) following the process in **Schedule 5**.

Waikato-Tainui environmental plan

- 28 Preparation and availability** 5
- (1) Waikato-Tainui may prepare a Waikato-Tainui environmental plan.
 - (2) If Waikato-Tainui decides to prepare a plan, the plan—
 - (a) must be prepared by Waikato-Tainui in consultation with Waikato-Tainui marae: 10
 - (b) must be served on the Director-General of Conservation, the chief executive of the Ministry of Fisheries, relevant local authorities, and any other relevant agency:
 - (c) must be available to the public for inspection at the offices of Waikato-Tainui, the relevant local authorities, and any other relevant agency: 15
 - (d) may be reviewed and amended from time to time by Waikato-Tainui.
- 29 Effect** 20
- (1) A local authority served under **section 28(2)(b)** preparing, reviewing, or changing a Resource Management Act 1991 planning document must take the Waikato-Tainui environmental plan into account in the same way as it is required to take an iwi management plan into account. 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 Waikato-Tainui environmental plan, if it considers that section 104(1)(c) applies to the plan.
 - (3) A person performing functions or exercising powers under sections 12 to 14 of the Fisheries Act 1996 must recognise and provide for the Waikato-Tainui environmental plan to the extent to which its contents relate to the functions or powers. 30

*Resource Management Act 1991 planning
processes***30 Joint working party**

- (1) A local authority intending to start preparing, reviewing, or changing a Resource Management Act 1991 planning document that covers all or part of the Waikato River must give the Waikato River Statutory Board a written or electronic notice of its intention at least 15 business days before it starts. 5
- (2) If the board receives a notice, it may give the local authority a written or electronic notice that it will convene a joint working party. If given, the notice must be given within 10 business days of the date on which the board received the authority's notice. 10
- (3) If the board gives the notice, it must convene a joint working party comprising an equal number of persons appointed by Waikato-Tainui and by the relevant local authority. 15
- (4) The purpose of the joint working party is to seek to reach a consensus on what is required for the Resource Management Act 1991 planning document to give effect to the vision and strategy. 20
- (5) The joint working party must—
- (a) prepare a report summarising the outcome of the joint working party process, including any recommendations that the joint working party makes; and
 - (b) provide the report to the relevant local authority and the board; and 25
 - (c) prepare and provide the report within—
 - (i) 30 business days of the date on which notice is given to the local authority under **subsection (2)**; or 30
 - (ii) a longer period that the local authority and the board agree on.
- (6) When the local authority receives the joint working party report, it—
- (a) must consider the report; and 35
 - (b) may continue with preparing, reviewing, or changing the Resource Management Act 1991 planning docu-

ment under Schedule 1 of the Resource Management Act 1991.

31 Public authorities

The Waikato River Statutory Board and the Waikato Raupatu River Trust are public authorities for the purposes of sections 33 and 36B of the Resource Management Act 1991. 5

Oversight of functions or powers transferred from local authorities

32 Amendment or revocation

- (1) This section applies when a local authority — 10
 - (a) has transferred a function or power to the Waikato River Statutory Board or the Waikato Raupatu River Trust (**transferee**); and
 - (b) has concerns over the transferee’s performance of the function or exercise of the power. 15
- (2) The local authority must comply with the process in this section before amending the transfer’s terms or revoking it.
- (3) The local authority must notify the transferee of the authority’s concerns.
- (4) The local authority must provide all reasonably practicable advice and assistance to the transferee to enable the authority’s concerns to be remedied. 20
- (5) If the local authority has provided all reasonably practicable advice and assistance but considers that the transferee is unable or unwilling to remedy the authority’s concerns, the authority may give the transferee a written or electronic notice that the authority and the transferee must develop a joint strategy to remedy the authority’s concerns. 25
- (6) If the local authority gives the notice, the authority and the transferee must develop the joint strategy within— 30
 - (a) 30 business days of the date of the notice; or
 - (b) a longer period that the authority and the transferee agree on.
- (7) If a reasonable period has passed since the joint strategy was developed but the local authority considers that the strategy has not remedied the authority’s concerns, the authority may 35

- give a written or electronic notice to the transferee requiring the matters stated in the notice to be remedied.
- (8) If the local authority gives the notice, the transferee must comply with it within—
- (a) 20 working days of the date of the notice; or 5
 - (b) a longer period that the authority and the transferee agree on.
- (9) If the local authority gives the notice but the transferee does not comply with it within the time specified in **subsection (8)**, the authority may amend the transfer’s terms or revoke it. 10

33 Suspension

- (1) This section applies when a local authority —
- (a) has transferred a function or power to the Waikato River Statutory Board or the Waikato Raupatu River Trust (**transferee**); and 15
 - (b) has concerns over the transferee’s performance of the function or exercise of the power that are of such significance as to make it inappropriate for the transfer to remain in place while **section 32** is followed; and
 - (c) considers that there is no reasonably practicable alternative to suspending the transfer. 20
- (2) The local authority may suspend the transfer until **section 32** has been followed through to the resolution of the authority’s concerns to its satisfaction.

Redress relating to certain assets 25

Dispositions

34 Creating or disposing of interests

- (1) The Crown and Waikato-Tainui acknowledge that—
- (a) they have different concepts and views regarding relationships with the Waikato River (which the Crown would seek to describe as including “ownership”): 30
 - (b) the 2008 deed and this Act are not intended to resolve those differences:
 - (c) the 2008 deed and this Act are primarily concerned with management of the Waikato River to— 35

- (i) achieve the overarching purpose of the settlement:
 - (ii) recognise the special relationship of Waikato-Tainui with the Waikato River.
- (2) This section applies if the Crown, a Crown entity, or a state enterprise proposes doing any of the following actions in relation to a property right or interest in the Waikato River: 5
- (a) creating it:
 - (b) disposing of it:
 - (c) starting a statutory or other process to create it: 10
 - (d) starting a statutory or other process to dispose of it.
- (3) The Crown, Crown entity, or state enterprise must engage with Waikato-Tainui in accordance with the principles described in the Kiingitanga Accord before doing the action.
- (4) In **subsection (2), dispose of or create a property right or interest**,— 15
- (a) in relation to a Crown entity or state enterprise includes only activities—
 - (i) that relate to an asset held by that entity or enterprise; and 20
 - (ii) the nature of which are such that the entity or enterprise would either in the ordinary course, or as a result of a statutory requirement or under a statement of intent or otherwise, consult with the responsible Minister or the shareholding Ministers, as the case may be; and 25
 - (b) does not include—
 - (i) any decision in relation to which consideration is required to be given to the vision and strategy under **section 11**; or 30
 - (ii) any decision relating to a permit under the Crown Minerals Act 1991.

Right of first refusal over Huntly Power Station

- 35** **Definitions for sections 36 to 38**
 In **sections 36 to 38**,— 35

- (a) **Huntly Power Station** means the leasehold estate comprised in computer interest register 74694 (South Auckland) including all lessee's fixtures and improvements:
- (b) **owner** means the registered proprietor of the Huntly Power Station on the date on which this section comes into force: 5
- (c) **trustees** means the trustees of the Waikato Raupatu River Trust.
- 36 Right of first refusal over leasehold estate in Huntly Power Station** 10
- (1) The owner must give the trustees a notice as described in **subsection (2)**, if the owner proposes to transfer the Huntly Power Station, or any part of it, to any person other than—
- (a) a Crown body; or
- (b) a person who has, at the date on which this section comes into force, a legal right to acquire the Huntly Power Station. 15
- (2) The notice referred to in **subsection (1)** must be in written or electronic form and must—
- (a) state the proposed price of the transfer; and 20
- (b) state the other proposed terms of the transfer; and
- (c) offer to transfer Huntly Power Station to the trustees at that price and on those terms; and
- (d) state that, if the trustees wish to accept the offer, they must do so within 2 months after the date on which they receive the notice; and 25
- (e) state that time is of the essence to the offer.
- (3) **Subsection (4)** applies if the trustees do 1 of the following within 2 months after the date on which they receive the notice given under **subsection (1)**: 30
- (a) give the owner a written or electronic notice of acceptance of the offer; or
- (b) agree with the owner in writing or electronically to purchase Huntly Power Station.
- (4) A contract for the sale and purchase of Huntly Power Station— 35
- (a) is constituted between the trustees and the owner; and
- (b) may be enforced accordingly.

- (5) **Subsection (6)** applies if a contract is not constituted under **subsection (4)**.
- (6) The owner may transfer Huntly Power Station to any purchaser the owner wishes on terms not more favourable to the purchaser than those stated in the notice given under **subsection (1)** in the period of 2 years after the end of the 2 months after the date on which the trustees received the notice. 5
- (7) **Subsection (8)** applies if a contract is not constituted under **subsection (4)** and the owner wishes to offer Huntly Power Station to a purchaser on terms more favourable to the purchaser than those stated in the notice given under **subsection (1)** in the period of 2 years after the end of the 2 months after the date on which the trustees received the notice. 10
- (8) The owner—
 - (a) must comply with **subsections (1) and (2)**; and 15
 - (b) may transfer the Huntly Power Station to the other purchaser only if a contract is not constituted under **subsection (4)**.
- (9) After the end of the period of 2 years after the end of the 2 months after the date on which the trustees received the notice, **subsections (1) to (8)** apply again. 20

37 Effect of section 36

- (1) **Section 36** ceases to apply to the owner and the Huntly Power Station when the first of the following sales of the Huntly Power Station is completed: 25
 - (a) sale to a person who, at the date on which this section comes into force, has a legal right to acquire it:
 - (b) sale to the trustees:
 - (c) sale to another purchaser.
- (2) The rights of a holder of a mortgage or other security over the Huntly Power Station— 30
 - (a) are not affected by **section 36**:
 - (b) are not derogated from by **section 36**:
 - (c) have priority over the rights created by **section 36**.
- (3) However, the holder must assure the trustees that the holder will be bound by and will perform and observe the owner’s obligations under **section 36**. The assurance— 35

- (a) must be—
 - (i) a deed of covenant; or
 - (ii) some other document that the trustees reasonably consider satisfactory; and
- (b) may be given in writing or electronically. 5

38 Duties of Land Information New Zealand concerning Huntly Power Station

- (1) As soon as reasonably practicable after the date on which this section comes into force, the Registrar General must note on the computer interest register for the Huntly Power Station the words “Subject to **section 36** of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act **2008** (which provides for the interest to be offered for transfer to the trustees of a trust for Waikato-Tainui in certain circumstances)”. 10
- (2) If the owner is to transfer the Huntly Power Station to a person under **section 36**,— 15
 - (a) the owner must notify the chief executive of Land Information New Zealand of that fact; and
 - (b) the chief executive must give a certificate recording that fact to the Registrar-General; and 20
 - (c) the Registrar General must send a copy of the certificate to the trustees; and
 - (d) the Registrar-General must delete the words described in **subsection (1)** by endorsing the register under the Land Transfer Act 1952. 25

Right of first refusal over licence

39 Definitions for section 40

In **section 40**,—

- (a) **owner** means the original proprietor of the licence:
- (b) **licence** means the existing privilege under the Crown Minerals Act 1991 registered under number 37152: 30
- (c) **trustees** means the trustees of the Waikato Raupatu River Trust.

40 Right of first refusal over licence

- (1) The owner must give the trustees a notice as described in **subsection (2)**, if the owner proposes to transfer the licence to any person other than—
- (a) a Crown body; or 5
 - (b) a person who has, at the date on which this section comes into force, a legal right to acquire the licence.
- (2) The notice referred to in **subsection (1)** must be in written or electronic form and must—
- (a) state the proposed price of the transfer; and 10
 - (b) state the other proposed terms of the transfer; and
 - (c) offer to transfer the licence to the trustees at that price and on those terms; and
 - (d) state that, if the trustees wish to accept the offer, they must do so within 2 months after the date on which they receive the notice; and 15
 - (e) state that time is of the essence to the offer.
- (3) **Subsection (4)** applies if the trustees do 1 of the following within 2 months after the date on which they receive the notice given under **subsection (1)**: 20
- (a) give the owner a written or electronic notice of acceptance of the offer; or
 - (b) agree with the owner in writing or electronically to purchase the licence.
- (4) A contract for the sale and purchase of the licence— 25
- (a) is constituted between the trustees and the owner; and
 - (b) may be enforced accordingly; and
 - (c) is subject to section 89 of the Coal Mines Act 1979.
- (5) **Subsection (6)** applies if a contract is not constituted under **subsection (4)**. 30
- (6) The owner may transfer the licence to any purchaser the owner wishes on terms not more favourable to the purchaser than those stated in the notice given under **subsection (1)** in the period of 2 years after the end of the 2 months after the date on which the trustees received the notice. 35
- (7) **Subsection (8)** applies if a contract is not constituted under **subsection (4)** and the owner wishes to offer the licence to a purchaser on terms more favourable to the purchaser than

those stated in the notice given under **subsection (1)** in the period of 2 years after the end of the 2 months after the date on which the trustees received the notice.

- (8) The owner—
- (a) must comply with **subsections (1) and (2)**; and 5
 - (b) may transfer the licence to the other purchaser only if a contract is not constituted under **subsection (4)**.
- (9) After the end of the period of 2 years after the end of the 2 months after the date on which the trustees received the notice, **subsections (1) to (8)** apply again. 10

41 Effect of section 40

- (1) **Section 40** ceases to apply to the owner and the licence when the first of the following sales of the licence is completed:
- (a) sale to a person who, at the date on which this section comes into force, has a legal right to acquire it: 15
 - (b) sale to the trustees:
 - (c) sale to another purchaser.
- (2) The rights of a holder of a mortgage or other security over the licence—
- (a) are not affected by **section 40**: 20
 - (b) are not derogated from by **section 40**:
 - (c) have priority over the rights created by **section 40**.
- (3) However, the holder must assure the trustees that the holder will be bound by and will perform and observe the owner's obligations under **section 40**. The assurance— 25
- (a) must be—
 - (i) a deed of covenant; or
 - (ii) some other document that the trustees reasonably consider satisfactory; and
 - (b) may be given in writing or electronically. 30

Settlement

42 Meaning of raupatu claim

- (1) In **section 43**, **raupatu claim** has the meaning given to it by **subsections (2) to (4)**.
- (2) **Raupatu claim** means every claim that— 35

- (a) Waikato-Tainui or a representative entity had at any time before the settlement date or at the settlement date or may have at any time after the settlement date, whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date; and 5
- (b) is, or is founded on, a right arising—
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including common law relating to aboriginal title or customary law); or 10
 - (iv) from a fiduciary duty; or
 - (v) in some other way; and
- (c) arises from, or relates to, acts or omissions before 21 September 1992— 15
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
- (d) relates to the Waikato River.
- (3) **Raupatu claim** includes the parts of the Wai 30 claim set out in paragraphs A1-5 of the statement of claim dated 16 March 1987. 20
- (4) **Raupatu claim** does not include—
 - (a) a claim that a member of Waikato-Tainui, or a marae, whaanau, or hapuu of Waikato-Tainui, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not within the definition of Waikato-Tainui; or 25
 - (b) any excluded claim described in section 8(2) of the 1995 Act other than those parts of the Wai 30 claim described in **subsection (3)**; or 30
 - (c) a claim that a representative entity may have to the extent to which the claim is, or is based on, a claim referred to in **paragraph (a) or (b)**.
- 43 Raupatu claims settled** 35

On and from the settlement date,—

 - (a) the raupatu claims are settled; and
 - (b) the Crown is released and discharged from all obligations and liabilities in respect of the raupatu claims; and

- (c) the settlement is final; and
- (d) despite sections 8C and 8HD of the Treaty of Waitangi Act 1975, Waikato-Tainui is entitled to appear and be heard on any question in relation to the lands in attachment 10 to the 1995 deed that arises in the course of any inquiry into a claim submitted to the Waitangi Tribunal. 5

44 Certain rights, actions, or decisions not affected

- (1) Without derogating from **section 34(1)**, nothing in the 2008 deed or this Act—
 - (a) extinguishes or limits any aboriginal title, or customary rights, that Waikato-Tainui may have: 10
 - (b) is, or implies, an acknowledgement by the Crown that any aboriginal title, or any customary right, exists:
 - (c) affects a right that Waikato-Tainui or the Crown may have, including a right— 15
 - (i) according to tikanga or customary law:
 - (ii) arising from the Treaty of Waitangi or its principles:
 - (iii) arising under legislation:
 - (iv) arising at common law (including common law relating to aboriginal title or customary law): 20
 - (v) arising from a fiduciary duty:
 - (vi) arising in some other way:
 - (d) is intended to affect any action or decision under the 1992 deed. 25
- (2) On and from the settlement date—
 - (a) the courts, the Waitangi Tribunal, and all other judicial bodies and tribunals do not have jurisdiction over—
 - (i) the raupatu claims:
 - (ii) the 2008 deed: 30
 - (iii) the adequacy of the redress described in clause 2.2 of the 2008 deed:
 - (iv) this Act:
 - (b) the proscription of jurisdiction includes the jurisdiction to inquire into or to make a finding or recommendation: 35
 - (c) the proscription of jurisdiction does not include the jurisdiction to interpret and implement the deed, the re-

dress described in clause 2.2 of the 2008 deed, and this Act:

- (d) sections 27A to 27C of the State-Owned Enterprises Act 1986 no longer apply to the memorialised lands.

45 Duties of Land Information New Zealand concerning memorialised lands 5

- (1) As soon as reasonably practicable after the settlement date, the chief executive of Land Information New Zealand must give 1 or more certificates to the Registrar-General that—
 - (a) identifies each computer register that contains memorialised lands; and 10
 - (b) states that it is issued under this section.
- (2) As soon as reasonably practicable after receiving a certificate, the Registrar-General must—
 - (a) register the certificate against each certificate of title or computer freehold register identified in the certificate; and 15
 - (b) cancel each memorial under sections 27A to 27C of the State Owned Enterprises Act 1986 that is entered on a computer register identified in the certificate. 20

Miscellaneous

46 Rule against perpetuities

- (1) Neither the rule against perpetuities nor the Perpetuities Act 1964 prescribes or restricts the period during which—
 - (a) the Waikato-Tainui Raupatu River Trust and the Waikato River Clean-up Trust may exist in law; or 25
 - (b) the trustees of the Waikato-Tainui Raupatu River Trust and the Waikato River Clean-up Trust may hold or deal with property or income from property in their capacity as trustees. 30
- (2) Neither the rule against perpetuities nor the Perpetuities Act 1964 applies to a document entered into to give effect to the 2008 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. 35

- (3) However, if the Waikato-Tainui Raupatu River Trust or the Waikato River Clean-up Trust is or becomes a charitable trust, whether and how the rule against perpetuities or the Perpetuities Act 1964 applies must be determined under the general law. 5

47 Regulations and bylaws

- (1) The Governor-General may, by Order in Council, make regulations consistent with the overarching purpose of the settlement for the Waikato River for the management of aquatic life, habitats, and natural resources managed under the conservation legislation. 10
- (2) Within 80 business days of the settlement date, the Governor-General must, by Order in Council, make regulations providing for Waikato-Tainui to manage customary fishing on the Waikato River through the issuing of customary fishing authorisations to fisheries managed under the Fisheries Act 1996. 15
- (3) Within 80 business days of the settlement date, the Governor-General must, by Order in Council, make regulations providing for Waikato-Tainui to recommend to the Minister of Fisheries the making of bylaws restricting or prohibiting fishing on the Waikato River of fisheries managed under the Fisheries Act 1996. 20
- (4) The Minister of Fisheries must make any bylaws recommended under **subsection (3)**, unless the Minister considers that the proposed bylaws would result in an undue adverse effect on fishing. 25

48 Accords

- (1) In respect of accords agreed under clause 9.3 of the 2008 deed, each responsible minister and the Commissioner of Crown Lands must enter into the accord with the trustees of the Waikato Raupatu River Trust on the settlement date on the terms agreed with the trustees of the Waikato Raupatu River Trust. 30
- (2) In respect of accords agreed under clause 9.4 of the 2008 deed, each responsible minister must enter into the accord with the trustees of the Waikato Raupatu River Trust on the date which 35

the accord is agreed on the terms agreed with the trustees of the Waikato Raupatu River Trust.

- (3) The terms of an accord may be varied by agreement between the responsible minister and the trustees of the Waikato Raupatu River Trust, or the Commissioner of Crown Lands and the trustees of the Waikato Raupatu River Trust, in accordance with its terms. 5

49 Consequential amendments

The enactments in **Schedule 6** are amended as set out in that Schedule. 10

Schedule 1**s 6****Principles described in Kiingitanga Accord**

- 1 Te mana o te awa (the spiritual authority, protective power, and prestige of the river) 5**
- (1) To Waikato-Tainui, the Waikato River is a tupuna (ancestor) which has mana (prestige) and in turn represents the mana and mauri (life force) of the tribe. The River has its own mauri, its own spiritual energy and its own powerful identity. It is a single indivisible being. 10
- (2) Respect for te mana o te awa (the spiritual authority, protective power, and prestige of the Waikato River) is at the heart of the relationship between the tribe and their ancestral River. Waikato-Tainui regard their River with reverence and love. It gave them their name and is the source of their tribal identity. Over generations, Waikato-Tainui have developed tikanga (values, ethics, governing conduct) which embody their profound respect for the Waikato River and all life within it. The Waikato River sustains the people physically and spiritually. It brings them peace in times of stress, relief from illness and pain, and cleanses and purifies their bodies and souls from the many problems that surround them. Spiritually, to Waikato-Tainui, the Waikato River is constant, enduring and perpetual. 20 25
- 2 Mana whakahaere (authority and rights of control)**
- (1) Mana whakahaere refers to the authority that Waikato-Tainui and other Waikato River iwi have established in respect of the Waikato River over many generations. Mana whakahaere entails the exercise of rights and responsibilities to ensure that the balance and mauri (life force) of the Waikato River are maintained. It is based in recognition that if we care for the River, the River will continue to sustain the people. 30
- (2) In customary terms mana whakahaere is the exercise of control, access to, and management of the Waikato River, including its resources in accordance with tikanga (values, ethics, governing conduct). For Waikato-Tainui, mana whakahaere has long been exercised under the mana of the Kiingitanga. 35

3 Health and wellbeing

- (1) The principle of health and wellbeing reflects the overarching purpose of the settlement, which is to restore and protect the health and wellbeing of the Waikato River.
- (2) The health and wellbeing of Waikato-Tainui and its special relationship with the Waikato River is inherently connected with the health and wellbeing of the Waikato River. 5

4 Co-management

- (1) The Crown and Waikato-Tainui have committed to enter into a new era of co-management in respect of the Waikato River. 10
The principle of co-management includes—
 - (a) the highest level of good faith engagement; and
 - (b) consensus decision-making as a general rule;— while having regard to statutory frameworks and the mana whakahaere of Waikato-Tainui and other Waikato River iwi. 15
- (2) To be effective, co-management must—
 - (a) be implemented and achieved at a number of levels and across a range of management agencies, bodies and authorities, including (but without limitation) the following: 20
 - (i) the development, amendment and implementation of strategies, policy, legislation and regulations that may potentially impact on the health and wellbeing of the Waikato River; and
 - (ii) the processes for granting, transfer, variation and renewal of consents, licenses, permits and other authorisations for all activities that potentially impact on the health and wellbeing of the Waikato River; and 25
 - (b) include provision for effective Waikato-Tainui input and participation by engagement at an early stage in statutory and management processes, and other actions, that may affect the health and wellbeing of the Waikato River, including the planning and development of new and amended policies or management initiatives or decisions affecting or relating to the Waikato River. 30
This is a positive obligation to provide for early and 35

effective input from Waikato-Tainui, rather than simply an obligation to consult.

5 Integration

Arising from the principles of te mana o te awa and mana whakahaere, and inter-related to the principle of co-management, is the principle of integration. The health and wellbeing of the Waikato River and successful co-management requires effective integration of management between the relevant government agencies, Crown entities, local authorities and non-governmental agencies who have roles and responsibilities in respect of the Waikato River.

6 Treaty of Waitangi

Te Tiriti o Waitangi/the Treaty of Waitangi and its principles apply to the Kiingitanga Accord and the relationship between the Crown and Waikato-Tainui reflected in the Kiingitanga Accord.

7 Honour and integrity

Underpinning the settlement is the principle of honour and integrity. Waikato-Tainui and the Crown have entered into the settlement in good faith relying on the commitments of each other contained in the 2008 deed and the Kiingitanga Accord with the intention of achieving a full, fair and durable settlement of the raupatu claims of Waikato-Tainui in relation to the Waikato River.

Schedule 2

s 6

Vision and strategy for Waikato River

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: 20
 - (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: 30
 - (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: 35
 - (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: 40

- (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 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 waahi 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
-

Schedule 3**s 19****Guardians of the Waikato River****1 Legal status**

- The Guardians is a body corporate separate from— 5
- (a) its appointers, employees, and members; and
 - (b) Environment Waikato.

2 Composition of membership

- (1) The Guardians consists of 10 members as follows: 10
- (a) 1 representative appointed by the trustees of the Waikato Raupatu River Trust: 10
 - (b) 1 representative appointed by the trustees of Te Pūmāutanga o Te Arawa:
 - (c) 1 representative appointed by the Tuwharetoa Māori Trust Board: 15
 - (d) 1 representative appointed by the Raukawa Trust Board:
 - (e) 1 representative appointed by the Maniapoto Māori Trust Board:
 - (f) 1 representative appointed by the Minister for the Environment on the recommendation of Environment Waikato to represent the regional community interest in the Waikato River: 20
 - (g) 4 representatives appointed by the Minister for the Environment in consultation with the Minister of Māori Affairs and the Minister of Local Government to represent the interests of all New Zealanders in the Waikato River. 25
- (2) For the purposes of **subclause (1)(b) to (e)**, if the iwi groups represented by the entities named establish an approved governance entity as part of a settlement of their claims in relation to the Waikato River, the power of appointment automatically transfers to that governance entity on the date that the governance entity is established and approved under the settlement. 30
- (3) For the purposes of **subclause (1)(f) and (g)**, the Minister for the Environment may seek recommendations for appointments from persons whom the Minister considers appropriate. In making appointments, the Minister must— 35

- (a) have regard to the members already appointed as members of the Guardians to ensure that the membership reflects a balanced mix of knowledge and experience in relation to the Waikato River; and
- (b) ensure that at least 2 members are ordinarily resident in the Waikato region. 5

3 Method of appointment and length of membership

- (1) A person is appointed as a member by the appointer of the member giving a written or electronic notice to—
 - (a) the other appointers; and 10
 - (b) the Guardians.
- (2) The notice must state the date on which the appointment starts.
- (3) A member—
 - (a) is appointed for a term of up to 3 years; and
 - (b) may be reappointed for further terms of up to 3 years each. 15

4 Cessation of membership

- (1) A member whose term of appointment has ended under **clause 3(3)(a)** continues to hold office until—
 - (a) the member is reappointed; or 20
 - (b) the appointer of the member appoints a successor for the member.
- (2) A member may resign from the Guardians by giving 4 weeks' written or electronic notice to—
 - (a) the appointers; and 25
 - (b) the other members.
- (3) A member is removed as a member of the Guardians by the appointer of the member giving a written or electronic notice to—
 - (a) the other appointers; and 30
 - (b) the Guardians.
- (4) The notice must state the date on which the appointment stops.
- (5) An appointer may give a notice under **subclause (1)** only if the appointer is satisfied that the member—
 - (a) has neglected his or her duty as a member: 35
 - (b) has been guilty of misconduct:

- (c) is bankrupt:
- (d) is unable to perform the functions of office:
- (e) is under a legal incapacity.
- (6) **Subclause (7)** applies if—
- (a) a member dies: 5
- (b) a member's term of appointment ends and the member is not reappointed:
- (c) a member resigns:
- (d) a member is removed as a member.
- (7) The appointer of the member must appoint a successor to the member as soon as reasonably practicable and within 4 weeks. 10
- 5 Vacancies in membership**
- (1) This clause applies if there is a vacancy in the membership of the Guardians because the appointer named in any of **clause 2(1)(a) to (e)**— 15
- (a) has not appointed a member; or
- (b) has not appointed a successor to a member.
- (2) The trustees of the Waikato Raupatu River Trust may appoint an interim member until the appointer appoints a member or appoints a successor to a member. 20
- (3) The Crown must reduce its representation at meetings held while there is a vacancy to ensure that there is an equal number of members appointed under **clause 2(1)(a) to (e)** and appointed under **clause 2(1)(f) and (g)** at the meetings.
- 6 Co-chairpersons** 25
- (1) The Guardians must appoint 2 members to act as co-chairpersons at the first meeting after each ending of a term of appointment.
- (2) The term of appointment as a co-chairperson is 3 years.
- (3) When a member's term of appointment as co-chairperson ends, the member may be reappointed as co-chairperson more than once. 30
- 7 Setting up meetings**
- (1) The Guardians—
- (a) must hold 4 meetings a year; and 35

- (b) may hold as many more meetings as are necessary to enable them to perform their functions and exercise their powers properly.
- (2) The Guardians must meet within the first 2 months of each financial year. 5
- (3) At the initial meeting of each financial year, the Guardians must adopt a schedule of meetings for the coming year.
- (4) Notices of meetings must be given as follows:
- (a) for the initial meeting of the financial year, the notice must be given at least 5 business days before it: 10
- (b) once the Guardians have adopted a schedule of meetings,—
- (i) the notice must be given at least 5 business days before the first meeting on the schedule:
- (ii) a notice to members of the schedule or a change to the schedule constitutes a notice of every meeting on the schedule or the schedule as amended: 15
- (c) the co-chairpersons must give the notice:
- (d) the notice must be given to each member:
- (e) the notice must state the date, time, and place of the meeting: 20
- (f) the notice must be given by hand, by post, or by an electronic means.
- (5) A member may waive the requirement of giving notice of a meeting to him or her. 25
- (6) A member may request leave of absence from a particular meeting.
- 8 At meetings**
- (1) The Guardians must keep and approve the minutes of their meetings. The properly kept and approved minutes are prima facie evidence of the business transacted at the meetings. 30
- (2) A resolution of the Guardians is valid when the co-chairpersons certify it.
- (3) A member has the right to attend any meeting, unless lawfully excluded. 35
- (4) A member unable to attend a meeting in person may attend by way of an electronic means.

- (5) The quorum for meetings is 6 members, who must include—
 - (a) at least 1 of the co-chairpersons; and
 - (b) 3 members appointed under **clause 2(1)(a) to (e)**; and
 - (c) 3 members appointed under **clause 2(1)(f) and (g)**.
- (6) A meeting is properly constituted if a quorum is present. 5
- (7) At least a quorum must be present during the whole of the time at which the business is transacted at the meeting.
- (8) Members may bring to meetings such advisers as the Guardians consider necessary to facilitate the efficient transaction of the meeting’s business. 10
- (9) Members’ decisions must be consistent with the vision and strategy.
- (10) Members must reach decisions pursuing—
 - (a) the highest level of good faith engagement; and
 - (b) consensus decision-making. 15

9 Decisions by Minister and nominated person

- (1) If the Guardians are unable to reach a decision as described in **clause 8(10)**, they must refer the matter to the Minister for the Environment and a person nominated by the members appointed under **clause 2(1)(a) to (e)**. 20
- (2) The Minister and the nominated person must work in good faith to resolve the matter.
- (3) If the Minister and the nominated person resolve the matter, they must advise the Guardians of the agreed resolution and the Guardians must give effect to it. 25
- (4) If the Minister and the nominated person do not resolve the matter, they must advise the Guardians that the matter has not been resolved.

10 Members bound by decisions

Members are bound by the decisions and recommendations 30 made by the Guardians under **clause 8** or by the Minister and the nominated person under **clause 9**. Members must not take steps to undermine the decisions and recommendations.

11 Validity and invalidity

- (1) The appointment of a member is not invalid because of a defect in the appointment.
- (2) A meeting is not invalid if a member does not receive a notice of the meeting or does not receive it in time unless— 5
 - (a) the person responsible for giving the notice is proved to have acted in bad faith or without reasonable care; and
 - (b) the member concerned did not attend the meeting.
- (3) Nothing done by the Guardians is invalid because of— 10
 - (a) a vacancy in the membership of the Guardians at the time the thing was done; or
 - (b) the subsequent discovery of a defect in the appointment of a person acting as a member; or
 - (c) the subsequent discovery that the person was incapable of being a member. 15

12 Administration

- (1) The Crown bears the reasonable operational costs of the Guardians.
- (2) The Guardians of the Waikato River is a statutory board for the purposes of the Fees and Travelling Allowances Act 1951. 20
- (3) Members may be paid, out of public money, remuneration by way of fees, salaries, or allowances, and travelling allowances and travelling expenses, under the Fees and Travelling Allowances Act 1951. That Act applies accordingly.
- (4) A member is not entitled to compensation or any other payment or benefit if he or she ceases for any reason to be a member of the Guardians. 25
- (5) A member is not liable for anything done or omitted in good faith in the performance of the Guardians' functions or the exercise of their powers. 30

13 Reporting and audit

- (1) The Guardians must provide a report to the appointers at the end of each financial year.
- (2) The report— 35
 - (a) must include, for the financial year,—

- (i) the dates and times of the meetings of the Guardians:
 - (ii) details of advice given and recommendations made by the Guardians:
 - (iii) the outcomes achieved by the Guardians: 5
 - (iv) any other activities undertaken by the Guardians; and
 - (b) may include anything else that the Guardians want to put in it.
 - (3) The Guardians must publish the report. 10
 - (4) The obligations of the Guardians under the Public Finance Act 1989 are the responsibility of the members of the Guardians.
 - (5) The Guardians is a public entity as defined in section 4 of the Public Audit Act 2001.

 - 14 First steps** 15
 - (1) The terms of membership of the initial members are as follows:
 - (a) for the purposes of **clause 2(1)(a), (c), and (d)**, the initial members are appointed for terms of 3 years:
 - (b) for the purposes of **clause 2(1)(b) and (e)**, the initial members are appointed for terms of 2 years: 20
 - (c) for the purposes of **clause 2(1)(f) and (g)**, the Minister must appoint—
 - (i) 2 initial members for terms of 3 years:
 - (ii) 3 initial members for terms of 2 years. 25
 - (2) The Guardians must have their first meeting within 3 months of the commencement date.
 - (3) The initial co-chairpersons are—
 - (a) the member appointed under **clause 2(1)(a)**; and
 - (b) 1 of the members appointed under **clause 2(1)(f) and (g)**. 30
-

Schedule 4

s 23

Waikato River Statutory Board

- 1 Legal status** 5
- The board is a body corporate separate from—
- (a) its appointers, employees, and members; and
 - (b) the Crown; and
 - (c) the organisations named in **clause 2**.
- 2 Composition of membership** 10
- (1) The board consists of 10 members as follows:
- (a) 5 representatives appointed by the trustees of the Waikato Raupatu River Trust: 10
 - (b) 1 elected councillor representing and appointed by Environment Waikato:
 - (c) 1 elected councillor representing and appointed by the Franklin District Council: 15
 - (d) 1 elected councillor representing and appointed by the Waikato District Council:
 - (e) 1 elected councillor representing and appointed by the Waipa District Council: 20
 - (f) 1 elected councillor representing and appointed by the Hamilton City Council.
- (2) For the purposes of **subclause (1)(b) to (e)**, if the number of local authorities in the board’s area of responsibility is altered as a result of a reorganisation scheme under the Local Government Act 2002, the membership of the board must be adjusted so that the membership is comprised of— 25
- (a) 1 representative of each local authority in the board’s area of responsibility; and
 - (b) an equal number in total of representatives appointed by the trustees of the Waikato Raupatu River Trust. 30
- 3 Composition in particular case**
- (1) This section applies when the board is considering a matter that relates specifically to that part of the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River. 35

- (2) One Waikato-Tainui representative must be replaced by a properly appointed representative of the Maniapoto Maaori Trust Board.
- (3) The representative of the Maniapoto Maaori Trust Board is a member of the Waikato River Statutory Board for the consideration and determination of the matter. 5
- 4 Method of appointment and length of membership**
- (1) A person is appointed as a member by the appointer of the member giving a written or electronic notice to— 10
- (a) the other appointers; and
 - (b) the board.
- (2) The notice must state the date on which the appointment starts.
- (3) A member— 15
- (a) is appointed for a term of up to 3 years; and
 - (b) may be reappointed for further terms of up to 3 years each.
- (4) The board may co-opt a member or members recommended by the Crown to participate on the board only on management issues that involve the Crown. The board may co-opt the member or members for the term it thinks appropriate. 20
- 5 Cessation of membership**
- (1) A member whose term of appointment has ended under **clause 4(3)(a)** continues to hold office until— 25
- (a) the member is reappointed; or
 - (b) the appointer of the member appoints a successor for the member.
- (2) A member may resign from the board by giving 4 weeks' written or electronic notice to— 30
- (a) the appointers; and
 - (b) the board; and
 - (c) the Minister for the Environment.
- (3) A member is removed as a member of the board by the appointer of the member giving a written or electronic notice to— 35
- (a) the other appointers; and
 - (b) the board.

- (4) The notice must state the date on which the appointment stops.
- (5) An appointer may give a notice under **subclause (1)** only if the appointer is satisfied that the member—
- (a) has neglected his or her duty as a member:
 - (b) has been guilty of misconduct: 5
 - (c) is bankrupt:
 - (d) is unable to perform the functions of office:
 - (e) is under a legal incapacity.
- (6) **Subclause (7)** applies if—
- (a) a member dies: 10
 - (b) a member’s term of appointment ends and the member is not reappointed:
 - (c) a member resigns:
 - (d) a member is removed as a member.
- (7) The appointer of the member must appoint a successor to the member as soon as reasonably practicable and within 4 weeks. 15
- 6 Co-chairpersons**
- (1) The board must appoint 2 members to act as co-chairpersons at the first meeting after each ending of a term of appointment.
- (2) The co-chairpersons are— 20
- (a) 1 of the members appointed under **clause 2(1)(a)**; and
 - (b) 1 of the members appointed under **clause 2(1)(b) to (f)**.
- (3) The term of appointment as a co-chairperson is 3 years.
- (4) When a member’s term of appointment as a co-chairperson ends, the member may be reappointed as a co-chairperson more than once. 25
- 7 Setting up meetings**
- (1) The board—
- (a) must hold 6 meetings a year; and 30
 - (b) may hold as many more meetings as are necessary to enable it to perform its functions and exercise its powers properly.
- (2) The board must meet within the first 2 months of each financial year. 35

- (3) At the initial meeting of each financial year, the board must adopt a schedule of meetings for the coming year.
- (4) Notices of meetings must be given as follows:
- (a) for the initial meeting of the financial year, the notice must be given at least 5 business days before it: 5
 - (b) once the board has adopted a schedule of meetings,—
 - (i) the notice must be given at least 5 business days before the first meeting on the schedule:
 - (ii) a notice to members of the schedule or a change to the schedule constitutes a notice of every meeting on the schedule or the schedule as amended: 10
 - (c) the co-chairpersons must give the notice:
 - (d) the notice must be given to each member:
 - (e) the notice must state the date, time, and place of the meeting: 15
 - (f) the notice must be given by hand, by post, or by an electronic means.
- (5) A member may waive the requirement of giving notice of a meeting to him or her.
- (6) A member may request leave of absence from a particular meeting. 20
- 8 At meetings**
- (1) The board must keep and approve the minutes of its meetings. The properly kept and approved minutes are prima facie evidence of the business transacted at the meetings. 25
- (2) A resolution of the board is valid when the co-chairpersons certify it.
- (3) A member has the right to attend any meeting, unless lawfully excluded.
- (4) A member unable to attend a meeting in person may attend by way of an electronic means. 30
- (5) The quorum for meetings is 6 members, who must include—
- (a) at least 1 of the co-chairpersons; and
 - (b) 3 members appointed under **clause 2(1)(a)**; and
 - (c) 3 members appointed under **clause 2(1)(b) to (f)**. 35
- (6) A meeting is properly constituted if a quorum is present.

- (7) At least a quorum must be present during the whole of the time at which the business is transacted at the meeting.
- (8) Members may bring to meetings such advisers as the board considers necessary to facilitate the efficient transaction of the meeting's business. 5
- (9) Members' decisions must be consistent with the vision and strategy.
- (10) Members must reach decisions pursuing—
 (a) the highest level of good faith engagement; and
 (b) consensus decision-making. 10
- 9 Decisions by Minister and nominated person**
- (1) If the board is unable to reach a decision as described in **clause 8(10)**, they must refer the matter to the Minister for the Environment and a person nominated by the trustees of the Waikato Raupatu River Trust. 15
- (2) The Minister and the nominated person must work in good faith to resolve the matter.
- (3) If the Minister and the nominated person resolve the matter, they must advise the board of the agreed resolution and the board must give effect to it. 20
- (4) If the Minister and the nominated person do not resolve the matter, they must advise the board that the matter has not been resolved.
- 10 Members bound by decisions**
- Members are bound by the decisions and recommendations made by the board under **clause 8** or by the Minister and the nominated person under **clause 9**. Members must not take steps to undermine the decisions and recommendations. 25
- 11 Validity and invalidity**
- (1) The appointment of a member is not invalid because of a defect in the appointment. 30
- (2) A meeting is not invalid if a member does not receive a notice of the meeting or does not receive it in time unless—
 (a) the person responsible for giving the notice is proved to have acted in bad faith or without reasonable care; and 35

- (b) the member concerned did not attend the meeting.
- (3) Nothing done by the board is invalid because of—
 - (a) a vacancy in the membership of the board at the time the thing was done; or
 - (b) the subsequent discovery of a defect in the appointment of a person acting as a member; or 5
 - (c) the subsequent discovery that the person was incapable of being a member.

- 12 Administration**
- (1) The Crown bears the reasonable operational costs of the board. 10
- (2) The board is a statutory board for the purposes of the Fees and Travelling Allowances Act 1951.
- (3) Members may be paid, out of public money, remuneration by way of fees, salaries, or allowances, and travelling allowances and travelling expenses, under the Fees and Travelling Allowances Act 1951. That Act applies accordingly. 15
- (4) A member is not entitled to compensation or any other payment or benefit if he or she ceases for any reason to be a member of the board.
- (5) A member is not liable for anything done or omitted in good faith in the performance of the board's functions or the exercise of its powers. 20

- 13 Reporting and audit**
- (1) The board must provide a report to the appointers and the Minister for the Environment at the end of each financial year. 25
- (2) The report—
 - (a) must include, for the financial year,—
 - (i) the dates and times of the meetings of the board:
 - (ii) details of advice given and recommendations made by the board: 30
 - (iii) the outcomes achieved by the board:
 - (iv) any other activities undertaken by the board; and
 - (b) may include anything else that the board wants to put in it.
- (3) The board must publish the report. 35

-
- (4) The obligations of the board under the Public Finance Act 1989 are the responsibility of the members of the board.
 - (5) The board is a public entity as defined in section 4 of the Public Audit Act 2001.

14 First steps 5

- (1) The terms of membership of the initial members are as follows:
 - (a) for the purposes of **clause 2(1)(a)**, the trust must appoint—
 - (i) 2 initial members for terms of 3 years: 10
 - (ii) 3 initial members for terms of 2 years:
 - (b) for the purposes of **clause 2(2)(b) and (c)**, the initial members are appointed for terms of 3 years:
 - (c) for the purposes of **clause 2(d) to (f)**, the initial members are appointed for terms of 2 years. 15
 - (2) The board must have its first meeting within 3 months of the commencement date.
-

Schedule 5**s 25****Integrated river management plan****1 Preparation of draft plan**

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

(a) Waikato-Tainui and the relevant departments and local authorities must meet to discuss the preparation of a draft plan; and

(b) Waikato-Tainui and the relevant departments and local authorities may consult with and seek comment from appropriate persons and organisations in the preparation of the draft plan. 10

2 Notification and submissions on draft plan

(1) When Waikato-Tainui and the relevant departments and local authorities 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 Waikato-Tainui or the relevant departments and local authorities 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 Waikato-Tainui or the relevant departments and local authorities:

(ii) at the place specified in the notice: 30

(iii) before the date specified in the notice:

(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.

(3) Any person or organisation may make a written or electronic submission on the draft plan in the manner described in the public notice. 35

3 Approval of plan

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

4 Review of, and amendments to, plan

- (1) Waikato-Tainui and the relevant departments and local authorities may at any time agree to review and, if necessary, amend the plan or any component of the plan. 25
- (2) Neither Waikato-Tainui nor the relevant departments and local authorities may unreasonably withhold their agreement under **subclause (1)**. 30
- (3) Waikato-Tainui and the relevant departments and local authorities must start a review of the plan—
 - (a) within 5 years after the date on which the plan comes into force; and
 - (b) within 5 years after the previous review is completed by— 35

-
- (i) a decision that the plan does not need to be amended; or
 - (ii) the approval of an amended plan.
- (4) Waikato-Tainui and the relevant departments and local authorities must apply **clauses 1 to 3**, modified as necessary, to the review and a material amendment of the plan. If an amendment is not material, Waikato-Tainui and the relevant departments and local authorities must apply only **clause 3(3) to (5)**, modified as necessary.
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Schedule 6

s 49

Consequential amendments

Public Finance Act 1989 (1989 No 44)

Schedule 4: insert “Guardians of the Waikato River” and “Waikato River Statutory Board” in the appropriate alphabetical order. 5

Schedule 4: insert ticks in the following columns to the right of “Guardians of the Waikato River” and “Waikato River Statutory Board”: “Annual Report 150”, “SSP 153”, “Securities 161”, “Borrowing 162”, “Guarantees 163”, “Derivatives 164”, and “Surplus 165”. 10

Resource Management Act 1991 (1991 No 69)

Schedule 1, clause 10: add:

“(5) The Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act **2008** affects this clause.” 15