

**Waikato-Tainui Raupatu Claims
(Waikato River) Settlement Bill**

Government Bill

As reported from the committee of the whole
House

**Waikato-Tainui Raupatu Claims (Waikato
River) Settlement Bill**

Key to symbols used in reprinted bill

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

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Hon Christopher Finlayson

Waikato-Tainui Raupatu Claims (Waikato River) Settlement Bill

Government 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 5

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: 10

Mana whakahaere

- (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: 15 20

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”: 25 30
- (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- 35

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 1970s, 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** 5
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~~ for Treaty of Waitangi Negotiations; or 10
(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~~ for Treaty of Waitangi Negotiations.
- Part 1** 15
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. 20
- 4 Purpose of Act**
The purpose of this Act is to—
(a) give effect to the settlement of raupatu claims under the 2009 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 Waikato River Authority:
(e) establish the Waikato River Clean-up Trust: 30
(ea) recognise certain customary activities of Waikato-Tainui:
(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 principles of interpretation

- (1) The vision and strategy is intended by Parliament to be the primary direction-setting document for the Waikato River and activities within its catchment affecting the Waikato River.
- (2) This Act must be interpreted in a manner that best furthers— 10
 - (a) the overarching purpose of the settlement; and
 - (aa) **subsection (1)**; and
 - (b) the agreements expressed in the 2009 deed and the Kiingitanga Accord.

6 Interpretation 15

- (1A) In this Act,—
 - Authority** means the Waikato River Authority
 - Council** means the Waikato Regional Council
 - Minister** means the Minister for the Environment
 - Trust** means the trustee of the Waikato Raupatu River Trust. 20
- (1B) In relation to the Trust,—
 - (a) the Waikato Raupatu River Trust is the trust referred to in and approved under clause 12.4 of the 2008 deed:
 - (b) all references to the 2008 deed in the trust deed for the Trust are deemed to include the 2009 deed, to the extent to which that is appropriate. 25
- (1) In this Act, unless the context requires another meaning,—
 - 1995 Act** means the Waikato Raupatu Claims Settlement Act 1995
 - 2009 deed** means the deed of settlement between the Crown and Waikato-Tainui dated 17 December 2009 30
 - 2008 deed** means the deed of settlement between the Crown and Waikato-Tainui dated 22 August 2008
 - 1995 deed** means the deed of settlement between the Crown and Waikato dated 22 May 1995 35

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

appointer means a person who appoints a member under **clause 2 of Schedule 3** 5

authorised customary activities means the activities specified in **Schedule 2A**

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

- (a) Saturday and Sunday; and 10
- (b) the days observed as the anniversaries of the provinces of Auckland and Wellington; and
- (c) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day; and
- (d) a day in the period starting on 20 December and ending with the close of 10 January in the following year 15

catchment,—

- (a) in **sections 9, 10, and 11 and Schedules 2 and 3**, means the areas marked “A” and “B” on SO plan 409144: 20
- (b) in **sections 24, 25, 29, 29B, and 29E**, means 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: 25
- (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)**

consent authority has the meaning given to it by the Resource Management Act 1991 30

conservation legislation means—

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

Crown has the meaning given to it by the Public Finance Act 1989 35

Crown body means—

- (a) the Crown; and

- (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 5

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

financial year has the meaning given to it by the Public Finance Act 1989 10

joint management agreement means an agreement to which **sections 29A to 29O** apply

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

local authority,— 15

(a) for the purposes of **sections 9 to 9F and Schedules 2B and 3**,—

(i) means the Council and the territorial authorities whose boundaries fall within, or partly within, the areas marked “A” and “B” on SO plan 409144; and 20

(ii) does not include the Auckland Council:

(b) for the purposes of **sections 24 to 29**, has the meaning given to it by the Resource Management Act 1991:

(c) for the purposes of **sections 29A to 29O and 30E**,— 25

(i) means the Council and the territorial authorities whose boundaries fall within, or partly within, the area marked “A” on SO plan 409144; and

(ii) does not include the Auckland Council:

(c) for the purposes of any other provisions of this Act, has the meaning given to it by the Resource Management Act 1991 30

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** 35

public notice means a notice published—

(a) in 1 or more daily newspapers circulating in the Waikato region; or

(b) on an internet site to which the public have free access

register means the register established and maintained under **section 18**

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

representative entity means—

(a) the Trust; and 10

(b) a person acting in any capacity for or on behalf of an individual, hapuu, whaanau, or marae within the definition of **Waikato-Tainui**

Resource Management Act 1991 decision maker means a person accredited under a programme approved and notified under section 39A of the Resource Management Act 1991 15

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

(a) a district plan: 20

(b) a proposed district plan:

(c) a regional plan:

(d) a proposed regional plan:

(e) a regional policy statement:

(f) a proposed regional policy statement 25

responsible Ministers means each of the Ministers entering into an accord under clause 9.3 and 9.4 of the 2009 deed

scoping study means the independent scoping study commissioned and funded by the Crown under the 2009 deed

settlement means the settlement of the raupatu claims under the 2009 deed 30

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: 35

(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

soil conservation and river control means—

- (a) promoting soil conservation; and
- (b) preventing and mitigating soil erosion; and
- (c) preventing damage by floods

state enterprise has the meaning given to it by the State-Owned Enterprises Act 1986 5

Te Puuaha o Waikato means the mouth of the Waikato River

Te Taheke Hukahuka means the Huka Falls

traditional whitebait stands and eel weirs means whitebait stands and eel weirs constructed, used, maintained, altered, 10 and replaced in connection with the customs and traditional practices of members of Waikato-Tainui

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 15 relating to the Waikato River

Waikato Raupatu River Trust means the Trust defined in **subsection (1B)**

Waikato River,—

- (a) in **sections 3, 4, 8, and 42**, means the Waikato River 20 and its catchment:
- (b) in **sections 9, 10, 11, 13C, 15, 16, 18A, 18G, and 29D and Schedules 1 to 3**, means—
 - (i) the body of water known as the Waikato River 25 flowing continuously or intermittently from the Huka Falls to the mouth of the Waikato River shown as located within the areas marked “A” and “B” on SO plan 409144; and
 - (ii) all tributaries, streams, and watercourses flowing 30 into the part of the Waikato River described in **subparagraph (i)**, to the extent to which they are within the areas marked “A” and “B” on SO plan 409144; and
 - (iii) lakes and wetlands within the areas marked “A” and “B” on SO plan 409144; and 35
 - (iv) the beds and banks of the water bodies described in **subparagraphs (i) to (iii)**:

- (c) in **sections 24 to 27, 29, 29B, 29E, 29G, 30 to 30F, 34, 34B, 34E, 34H, 34P, and 47 and Schedule 5**, means—
- (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 River Authority means the body established by **section 15**

Waikato River Clean-up Trust means the trust established by **section 18G(2)** 20

Waikato-Tainui,—

- (a) in **sections 4, 6, 8, 38, and 42 to 44 and Schedules 2 and 5 Schedule 2**, has the meaning given to Waikato by section 7 of the 1995 Act: 25
- (b) in **sections 14, 24 to 28, and 47 24 and 47 and Schedule 5**, means the Trust acting on behalf of Waikato-Tainui

Waikato-Tainui objectives for the Waikato River—

- (a) means the objectives set out in the 2009 deed; and 30
- (b) if the objectives have been amended, means the objectives in their most recently amended form.

7 Act binds the Crown

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

Te Ture Whaimana 5

9 Scope of vision and strategy

- (1) The Waikato River and its contribution to New Zealand’s cultural, social, environmental, and economic wellbeing ~~is~~ are of national importance.
- (2) The vision and strategy applies to the Waikato River and activities within its catchment affecting the Waikato River. 10
- (3) The vision and strategy is Te Ture Whaimana o Te Awa o Waikato.

Status

9A Relationship of sections 9B to 9F with Resource Management Act 1991 15

- (1) **Sections 9B to 9F** have effect to the extent to which the content of the vision and strategy relates to matters covered by the Resource Management Act 1991.
- (2) **Sections 9B to 9F** prevail over sections 59 to 77 of the Resource Management Act 1991. 20

9B Vision and strategy is part of Waikato Regional Policy Statement

- (1) On and from the commencement date, the vision and strategy in its entirety is deemed to be part of the Waikato Regional Policy Statement without the use of the process in Schedule 1 of the Resource Management Act 1991. 25
- (2) As soon as reasonably practicable after the commencement date, the Council must—
 - (a) insert the vision and strategy into the policy statement without using the process in Schedule 1 of the Resource Management Act 1991; and 30
 - (b) make consequential amendments to records and publications to reflect **paragraph (a)**.

- (3) On and from the commencement date, the Council must ensure that the policy statement does not remain inconsistent with the vision and strategy for any longer than is necessary to amend the policy statement to make it consistent with the vision and strategy. 5
- (4) The vision and strategy prevails over the policy statement during any period of inconsistency described in **subsection (3)**.

9C Effect of vision and strategy on Resource Management Act 1991 planning documents

- (1) The vision and strategy prevails over any inconsistent provision in— 10
 - (a) a national policy statement issued under section 52 of the Resource Management Act 1991; and
 - (b) a New Zealand coastal policy statement issued under section 57 of the Resource Management Act 1991. 15
- (2) The Council must not review or amend under section 79 of the Resource Management Act 1991 the vision and strategy inserted in the Waikato Regional Policy Statement.
- (3) A local authority must not amend under section 55 of the Resource Management Act 1991 a document defined in section 55(1) of the Act if the amendment would make the document inconsistent with the vision and strategy. 20
- (4) A rule included in a regional or district plan for the purpose of giving effect to the vision and strategy prevails over a national environmental standard made under section 43 of the Resource Management Act 1991, if it is more stringent than the standard. 25
- (5) A rule included in a regional or district plan for the purpose of giving effect to the vision and strategy prevails over a water conservation order made under section 214 of the Resource Management Act 1991, if it is more stringent than the order. 30

9D Updating Resource Management Act 1991 planning documents to conform with reviewed vision and strategy

- (1) The Council must follow the process in **subsection (3)**, and every local authority must follow the process in **subsection (4)**, after every vision and strategy review. 35
- (2) The local authority must begin the process—

- (a) no later than 6 months after the completion of the review under **section 13A**;
- (b) no later than 12 months after the completion of each review under **section 13B**.
- (3) The Council must— 5
 - (a) review the Waikato Regional Policy Statement to see whether it is consistent with the vision and strategy; and
 - (b) if the policy statement is inconsistent with the vision and strategy, initiate an amendment to it to make it consistent, using the process in Schedule 1 of the Resource Management Act 1991. 10
- (4) Every local authority must—
 - (a) review its regional or district plan to see whether it gives effect to the vision and strategy; and
 - (b) if the regional or district plan does not give effect to the vision and strategy, initiate an amendment to it to ensure that it does so, using the process in Schedule 1 of the Resource Management Act 1991. 15
- (5) **Subsection (6)** applies if a joint management agreement between a local authority and the Trust is not in force when the local authority begins the process under **subsection (3) or (4)**. 20
- (6) The local authority must,—
 - (a) as soon as practicable after the commencement of a review under **subsection (3)(a) or (4)(a)**, convene a joint working party under **section 29F(2)(a)**; and 25
 - (b) ~~ensure that it participates jointly with the Trust in making~~ decide jointly with the Trust on the final recommendation on whether to make an amendment to a Resource Management Act 1991 planning document, as provided for in **section 29F(2)(b)**; and 30
 - (c) ~~ensure that it participates jointly with the Trust in making~~ decide jointly with the Trust on the final recommendation on the content of a Resource Management Act 1991 planning document to be notified under clause 5 of Schedule 1 of the Resource Management Act 1991, as provided for in **section 29F(2)(c)**; and 35
 - (d) discuss with the Trust the potential for the Trust to participate in the decisions on a Resource Management Act

1991 planning document under clause 10 of Schedule 1 of the Resource Management Act 1991, as provided for in **section 29F(2)(d)**.

- 9E Effect of vision and strategy on resource consent conditions and designations** 5
- (1) This section applies as follows:
- (a) it applies after a local authority has made the amendments required by **section 9D**; and
- (b) it does not require a local authority or a requiring authority to act. 10
- (2) The local authority may begin a review under section 128 of the Resource Management Act 1991 of the conditions of a resource consent to make them consistent with the vision and strategy.
- (3) A requiring authority may give notice under section 181 of the Resource Management Act 1991 of its requirement to alter a designation to make it consistent with the vision and strategy. 15
- 9F Statement about vision and strategy in Conservation Act 1987 documents and Resource Management Act 1991 planning documents** 20
- (1) This section applies to a person who prepares or changes any of the following documents:
- (a) a conservation management strategy or conservation management plan under the—
- (i) Conservation Act 1987: 25
- (ii) National Parks Act 1980:
- (iii) Reserves Act 1977:
- (iv) Wild Animal Control Act 1977:
- (v) Wildlife Act 1953:
- (b) a freshwater fisheries management plan approved under the Conservation Act 1987: 30
- (c) a sports fish management plan approved under the Conservation Act 1987:
- (d) a Resource Management Act 1991 planning document to which **sections 9 to 9E** apply. 35
- (2) The person must—

- (a) make an explicit statement in the document on how the vision and strategy has been given effect to; and
- (b) provide a copy of the statement to the Authority no later than 20 business days after the document has been completed.

5

10 Status of vision and strategy for other enactments

- (1) **Subsections (2) to (7)** have effect to the extent to which the content of the vision and strategy relates to the carrying out of functions or the exercise of powers for the Waikato River and activities in its catchment that affect the Waikato River under the Acts referred to in **subsections (2) to (7)**. 10
- (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. 15
- (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. 20
- (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.
- (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. 25
- (8) A conservation management strategy or a conservation management plan made under an Act referred to in any of **subsections (2) to (7)** must not derogate from a statement of general policy created by any of **subsections (2) to (7)** for any longer than is necessary to amend the strategy or plan to make it consistent with the vision and strategy. 30
- (9) The process for reviewing and, if necessary, amending the strategy or plan must begin—
 - (a) no later than 6 months after the completion of the review under **section 13A**: 35

- (b) no later than 12 months after the completion of each review under **section 13B**.
- (10) The vision and strategy prevails over the strategy or plan during any period of inconsistency described in **subsection (8)**.
- (11) A freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 and a sports fish management plan approved under section 17M of the Conservation Act 1987 must not derogate from the vision and strategy. 5
- (12) **Subsections (8) to (11)** apply to a freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 and a sports fish management plan approved under section 17M of the Conservation Act 1987 as if the plans were conservation management plans. 10
- (13) To the extent to which it affects the Waikato River, a national energy efficiency and conservation strategy prepared and published under section 18 of the Energy Efficiency and Conservation Act 2000 must be consistent with the vision and strategy. 15
- (15) To the extent to which it affects the Waikato River, a management plan for a foreshore and seabed reserve prepared under section 44 of the Foreshore and Seabed Act 2004 must not be inconsistent with the vision and strategy. 20
- (14) To the extent to which it affects the Waikato River, a national land transport strategy prepared under Part 3 of the Land Transport Management Act 2003 must take into account the vision and strategy. 25
- (16) The vision and strategy prevails over any inconsistent provision in a bylaw made by a local authority, if it is more stringent than the bylaw.
- 11 Duty to have particular regard to vision and strategy**
- (1A) **Subsections (2) and (5 4)** have effect to the extent to which the content of the vision and strategy relates to the carrying out of functions or the exercise of powers under the Acts referred to in **subsections (3) and (6)**. 30
- (1) **Subsection (2)** applies to a person carrying out functions or exercising powers under an enactment specified in **subsection (3)** if the functions or powers— 35
- (a) relate to—

- (i) the Waikato River; or
 - (ii) activities in the catchment that affect the Waikato River; and
- (b) are not covered by **sections 9B to 10**.
- (2) The person must have particular regard to the vision and strategy in addition to any requirement specified in the enactment for the carrying out of the functions or the exercise of the powers. 5
- (3) The enactments are the—
 - (a) Conservation Act 1987: 10
 - (b) National Parks Act 1980:
 - (d) Reserves Act 1977:
 - (e) Resource Management Act 1991:
 - (f) Wild Animal Control Act 1977:
 - (g) Wildlife Act 1953. 15
- (4) **Subsection (5)** applies to a person carrying out 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. 20
- (5) The person must have particular regard to the vision and strategy in addition to any requirement specified in the enactment for the carrying out of the functions or the exercise of the powers.
- (6) The enactments are the— 25
 - (a) Biosecurity Act 1993:
 - (b) Fisheries Act 1996:
 - (c) Forests Act 1949:
 - (d) Health Act 1956:
 - (e) Historic Places Act 1993: 30
 - (f) Land Drainage Act 1908:
 - (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: 35
 - (k) Queen Elizabeth the Second National Trust Act 1977:
 - (l) River Boards Act 1908:
 - (m) Soil Conservation and Rivers Control Act 1941:

- (n) Walking Access Act 2008.

Reviews

13A Initial review

Within 3 months of the settlement date, the Authority must begin a review of the vision and strategy— 5

- (a) for the purpose of considering whether targets and methods should be developed for inclusion in the vision and strategy; and
- (b) if it wishes, for the purpose of considering whether the vision and strategy should be amended in any other way. 10

13B Subsequent reviews

After the review described in **section 13A**, the Authority must review the vision and strategy no earlier than 5 years and no later than 10 years after the previous review.

13C Purpose and conduct of reviews 15

- (1) The Authority’s purpose in reviewing the vision and strategy is to determine whether the Authority should recommend to the Crown, ~~Waikato-Tainui~~ the Trust, and the other appointers that the vision and strategy be amended.
- (2) When reviewing the vision and strategy, the Authority— 20
 - (a) must take the following into account, to the extent to which they are consistent with the overarching purpose of ~~this Act~~ the settlement:
 - (i) the Waikato-Tainui environmental plan;
 - (ii) other iwi environmental plans to the extent to which they relate to the Waikato River: 25
 - (iii) the Waikato-Tainui objectives for the Waikato River;
 - (iv) other iwi objectives for the Waikato River;
 - (v) the report of the scoping study; and 30
 - (b) may take into account any other documents that the Authority considers relevant to the health and wellbeing of the Waikato River.
- (3) When reviewing the vision and strategy, the Authority must follow the process in **Schedule 2B**. 35

- (4) The Authority—
- (a) may recommend that the vision and strategy include—
 - (i) targets to achieve the vision and strategy; and
 - (ii) methods to implement the vision and strategy; and
 - (b) may recommend other amendments to the vision and strategy.
- (5) The Authority may make only those recommendations for amendments to the vision and strategy that are consistent with the overarching purpose of the settlement.

Amendments

14 Amendments made by Order in Council

- (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 given under **subsection (3)**.
- (3) The Minister must advise the Governor-General to make an Order in Council to amend the vision and strategy if—
- (a) the Crown, ~~Waikato-Tainui~~ the Trust, and the other appointers each receive a written or electronic recommendation from the Authority under **section 13C** to amend the vision and strategy; and
 - (b) the recommendation sets out the amended vision and strategy in full and identifies the amendments; and
 - (ba) the recommendation complies with **section 13C(5)**; and
 - (c) the Crown, ~~Waikato-Tainui~~ the Trust, and the other appointers agree in writing or electronically with one another to accept the recommendation.
- (4) An Order in Council made under this section must specify the date on which the amendments to the vision and strategy take effect.

***Establishment of, and granting of functions
and powers to, Waikato River Authority***

15 Establishment and purpose of Authority

- (1) This Act establishes a statutory body called the Waikato River Authority. 5
- (2) The purpose of the Authority is to—
- (a) set the primary direction through the vision and strategy to achieve the restoration and protection of the health and wellbeing of the Waikato River for future generations: 10
 - (b) promote an integrated, holistic, and co-ordinated approach to the implementation of the vision and strategy and the management of the Waikato River:
 - (c) fund rehabilitation initiatives for the Waikato River in its role as trustee for the Waikato River Clean-up Trust. 15
- (3) The duty of the members of the Authority is to act to achieve the purpose of the Authority.

General functions and powers

16 General functions

- (1) The principal function of the Authority is to achieve its purpose. 20
- (2) The other functions of the Authority are to—
- (a) engage with and provide advice as follows:
 - (i) to local authorities on amending Resource Management Act 1991 planning documents to make them give effect to the vision and strategy: 25
 - (ii) to the range of agencies with responsibilities relating to the Waikato River, including, without limitation, local authorities and biosecurity, conservation, and fisheries agencies, to achieve an integrated, holistic, and co-ordinated approach to the implementation of the vision and strategy and the management of the Waikato River: 30
 - (iii) to the Environmental Protection Authority:
 - (a) engage with and provide advice to local authorities on amending Resource Management Act 1991 planning 35

- documents to make them give effect to the vision and strategy:
- (aa) engage with and provide advice to the range of agencies with responsibilities relating to the Waikato River, including, without limitation, local authorities and biosecurity, conservation, and fisheries agencies, to achieve an integrated, holistic, and co-ordinated approach to the implementation of the vision and strategy and the management of the Waikato River: 5
 - (ab) engage with and provide advice to the Environmental Protection Authority: 10
 - (b) act as trustee for the Waikato River Clean-up Trust and, in that capacity, administer the contestable clean-up fund for the Waikato River:
 - (c) monitor— 15
 - (i) the carrying out, effectiveness, and achievement of the principal function of the Authority:
 - (ii) the implementation, effectiveness, and achievement of the vision and strategy, including any targets and methods: 20
 - (iii) the implementation, effectiveness, and achievement of clean-up initiatives funded by the Waikato River Clean-up Trust:
 - (d) report at least every 5 years to the Crown, Waikato-Tainui, and the other appointers on the results of the monitoring carried out under **paragraph (c)**: 25
 - (e) periodically review the vision and strategy and, at the Authority’s discretion, recommend amendments to it to the Crown, Waikato-Tainui, and the other appointers:
 - (f) request call-ins under the Resource Management Act 1991: 30
 - (g) establish and maintain the register:
 - (h) appoint commissioners to sit on hearings committees or boards of inquiry when required to do so under **section 18C or 18D**. 35

17 General powers

- (1) The Authority has full capacity, and the full rights, powers, and privileges entailed by that capacity, to do any act or activity or enter any transaction, subject to the following:
- (a) the Authority has the capacity, rights, powers, and privileges for the purpose only of carrying out its functions; and 5
 - (b) the Authority's capacity, rights, powers, and privileges are subject to this Act, other enactments, and the common law. 10
- (2) The Authority may prescribe a fee for the purposes of **clause 16(3) of Schedule 3**.

*Resource consent functions***18 Accredited commissioners**

- The Authority must establish and maintain a register of persons who— 15
- (a) are Resource Management Act 1991 decision makers; and
 - (b) have been appointed for inclusion on the register by— 20
 - (i) Waikato-Tainui; or
 - (ii) iwi who appoint members of the Authority.

18A Sections 18B to 18F apply to applications for resource consents relating to Waikato River

- Sections 18B to 18F** apply to applications to the Council for resource consent— 25
- (a) to take, use, dam, or divert water in the Waikato River;
 - (b) to be allowed to make a point source discharge to the Waikato River;
 - (c) to do any activity listed in section 13 of the Resource Management Act 1991 in relation to the Waikato River. 30

18B Notice of applications

- (1) The Council must give written or electronic notice to the Authority and the Trust of the receipt of an application.
- (2) The Council must give the notice no later than 5 business days after receiving the application. 35

18C Hearing committees

- (1) This section applies if the Council holds a hearing under the Resource Management Act 1991 on the application.
- (2) The committee to hear and make a decision on the application must consist of— 5
 - (a) a number of members appointed by the Council who are Resource Management Act 1991 decision makers; and
 - (b) the same number of members appointed by the Authority who must be persons whose names are recorded in the register; and 10
 - (c) an independent chairperson jointly appointed by the Authority and the Council, who must be a Resource Management Act 1991 decision maker.
- (3) The Authority and the Council must discuss the persons to be appointed to the hearing committee with a view to ensuring that the committee contains members with an appropriate mix of skills, expertise, and experience. 15
- ~~(4) Persons appointed under **subsection (2)** must be treated in the same manner as persons appointed under section 149J of the Resource Management Act 1991.~~ 20

18D Call-ins

- (1) This section applies if an application is called in and referred to a board of inquiry under Part 6AA of the Resource Management Act 1991.
- (2) As soon as practicable, the Environmental Protection Authority must serve notice on the Authority of the decision to call in the application. 25
- (3) As soon as practicable, the Minister must request from the Authority the names of persons for appointment to the board, seeking the name of 1 person if the board is to have 3 appointees and the names of 2 persons if the board is to have 5 appointees. 30
- (4) Within 10 business days of receiving the request, the Authority must give the Minister the number of names sought by the Minister, taking the names from the register. 35
- (5) The board must consist of—
 - (a) the persons named under **subsection (4)**; and

- (b) the same number of other persons; and
 - (c) a chairperson appointed under section 149J(3)(b) of the Resource Management Act 1991.
- (6) The Authority and the Minister must discuss the persons to be appointed to the board with a view to ensuring that the board contains members with an appropriate mix of skills, expertise, and experience. 5
- (7) Persons appointed under **subsection (5)** must be treated in the same manner as persons appointed under section 149J of the Resource Management Act 1991. 10

18E Section 100A of Resource Management Act 1991

- (1) This section applies if the Council receives a request under section 100A of the Resource Management Act 1991 to delegate the hearing of an application to a commissioner or commissioners. 15
- (2) The Council must delegate the hearing duties, functions, and powers only of the persons it must appoint under **section 18C(2)(a)**. It must not delegate the hearing duties, functions, and powers of the persons whom the Authority must appoint under **section 18C(2)(b)**. 20
- (3) The Council must ensure that the number of commissioners delegated to hear the application is equal to the number of members appointed under **section 18C(2)(b)**.
- (4) The commissioners delegated to hear the application are— 25
- (a) the commissioners to whom the Council delegates hearing duties, functions, and powers under **subsection (2)**, who are appointed under section 100A of the Resource Management Act 1991; and
 - (b) the persons whom the Authority appoints under **section 18C(2)(b)**, who are deemed to be appointed under section 100A of the Resource Management Act 1991; and 30
 - (c) the independent chairperson appointed under **section 18C(2)(c)**, who is deemed to be appointed under section 100A of the Resource Management Act 1991. 35

- 18F Section 147(1)(c) of Resource Management Act 1991**
Section 18C applies if an application is lodged with the Environmental Protection Authority under section 145 of the Resource Management Act 1991 and a direction is made under section 147(1)(c) of the Act to refer the matter to the Council. 5

Waikato River Clean-up Trust function

- 18G Trustee**
- (1) The Authority is the trustee of the Waikato River Clean-up Trust.
 - (2) The Waikato River Clean-up Trust is established on the settlement date. 10
 - (3) The object of the trust is the restoration and protection of the health and wellbeing of the Waikato River for future generations.
 - (4) The terms of the trust are set out in **Schedule 2C**. 15
 - (5) The trustee of the trust is deemed to satisfy the requirements of section CW 41(5)(a) of the Income Tax Act 2007.

Administrative provisions

- 18H Presentation of annual reports**
The Minister must present to Parliament each annual report the Minister receives from the Authority within 1 month of receiving the report. 20

- 19 Other provisions on Authority**
Schedule 3 contains other provisions on the Authority.

Co-management arrangements 25

Integrated river management plan for Waikato River

- 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 30
 - (b) contains all or some of the components described in **subsection (3)**.

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

25 Preparation and approval of plan

- (1) An integrated river management plan must be prepared together by the Trust, relevant departments, ~~and relevant local authorities~~ relevant local authorities, and appropriate agencies,— 30
- (a) following the process in **Schedule 5**; and
 - (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: 35

- (a) the conservation component must be approved jointly by ~~Waikato-Tainui~~ the Trust and the Minister of Conservation:
 - (b) the fisheries component must be approved jointly by ~~Waikato-Tainui~~ the Trust and the Minister of Fisheries: 5
 - (c) the regional council component must be approved jointly by the Trust and the Council:
 - (d) any other component must be approved jointly by the Trust and the ~~relevant department or relevant local authority~~ agency that agreed on it. 10
- (3) If a component cannot be approved under **subsection (2)** because the Trust and a relevant department or relevant local authority or appropriate agency have not been able to reach agreement on it, each component on which agreement has been reached may be approved under **subsection (2)**. 15
- (4) Within 3 years of the settlement date, an integrated river management plan for the Waikato River and its catchment must exist containing the components that have been approved under **subsection (2)**.
- 26 Effect of components** 20
- (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; 25
 - 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. 30
 - (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 the Trust and the ~~relevant department or relevant local authority~~ appropriate agency. 35

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 the Trust and the relevant department or relevant local authority together; and~~ 5
- (a) as a combined initiative of the Trust and the relevant department, relevant local authority, or appropriate agency; and
- (b) wholly or as to an individual component; and
- (c) from time to time; and 10
- (d) following the process in **Schedule 5**.

*Waikato-Tainui environmental plan***28 Preparation and availability**

- (1) The Trust may prepare a Waikato-Tainui environmental plan.
- (2) If the Trust decides to prepare a plan, the plan— 15
 - (a) must be prepared by the Trust in consultation with Waikato-Tainui marae:
 - (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: 20
 - (c) must be available to the public for inspection at the offices of ~~Waikato-Tainui~~ the Trust, the relevant local authorities, and any other relevant agency:
 - (d) may be reviewed and amended from time to time by the Trust. 25

29 Effect

- (1) A local authority served under **section 28(2)(b)** preparing, reviewing, or changing a Resource Management Act 1991 planning document must recognise the Waikato-Tainui environmental plan in the same manner as would be required under the Resource Management Act 1991 for any planning document recognised by an iwi authority. 30
- (2) A consent authority considering an application for a resource consent under section 104 of the Resource Management Act 35

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 carrying out 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. 5
- (4) A person carrying out functions or exercising powers under the conservation legislation in relation to the Waikato River and its catchment must have particular regard to the Waikato-Tainui environmental plan to the extent to which its contents relate to the functions or powers. 10

Joint management agreements

29A Duty to make

- (1) A joint management agreement must be in force between each local authority and the Trust no later than— 15
 - (a) 18 months after the settlement date; or
 - (b) a later date that they agree on electronically or in writing.
- (2) Each joint management agreement must ~~follow the template~~ be generally in the form set out in Part 5 of the schedule of the 2009 deed. 20

29B Scope

A joint management agreement—

- (a) must include only matters relating to the Waikato River and activities within its catchment affecting the Waikato River; and 25
- (b) must cover the matters referred to in **section 29C**; and
- (c) may cover additional matters agreed under **section 29L**; and
- (d) must include the matters described in **section 30E**. 30

29C Contents

A joint management agreement must provide for the local authority and the Trust to work together in carrying out the following duties and functions, and exercising the following powers, in the Resource Management Act 1991: 35

- (a) monitoring and enforcement, under **section 29E**:
- (b) preparation, review, change, or variation of a Resource Management Act 1991 planning document, under **section 29F**:
- (c) duties, functions, or powers under Part 6 of the Resource Management Act 1991 in relation to applications for resource consents, under **section 29G**. 5

29D Principles for development and operation

In working together to develop the joint management agreement, and in working together under the joint management agreement, the local authority and the Trust must act in a manner consistent with the following guiding principles: 10

- (a) they must promote the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations: 15
- (b) they must respect the mana whakahaere rights and responsibilities of Waikato-Tainui:
- (c) they must promote the principle of co-management:
- (d) they must reflect a shared commitment to—
 - (i) working together in good faith and a spirit of co-operation: 20
 - (ii) being open, honest, and transparent in their communications:
 - (iii) using their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner: 25
- (e) they must recognise that the joint management agreement operates within statutory frameworks and that complying with those statutory frameworks, meeting statutory timeframes, and minimising delays and costs are important. 30

29E Monitoring and enforcement

- (1) This section applies to monitoring and enforcement relating to the Waikato River and activities within its catchment affecting the Waikato River. 35

- (2) The part of the joint management agreement on monitoring and enforcement must provide for the local authority and the Trust to—
- (a) meet no less than twice each year to—
 - (i) discuss and agree the priorities for the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991; and 5
 - (ii) discuss and agree the methods for and extent of the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991: 10
 - (iii) discuss the potential for Waikato-Tainui to participate in the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991: 15
 - (b) meet no less than twice each year to discuss appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991, including—
 - (i) the potential for review of Resource Management Act 1991 planning documents; and 20
 - (ii) enforcement under the Resource Management Act 1991, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices, and the service of infringement notices: 25
 - (c) agree appropriate procedures for reporting back to the Trust on the enforcement action taken by the local authority:
 - (d) discuss and agree the role of the Trust in the 5 yearly review provided for in section 35(2A) of the Resource Management Act 1991: 30
 - (e) discuss the potential for persons nominated by the Trust to participate in enforcement action under the Resource Management Act 1991. 35
- (3) The local authority and the Trust each bears its own costs of complying with this section.
- (4) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, under the joint man-

agement agreement, they carry out the duties and functions or exercise the powers described in this section.

29F Preparation, review, change, or variation of Resource Management Act 1991 planning document

- (1) This section applies to preparing, reviewing, changing, or varying a Resource Management Act 1991 planning document to the extent to which those processes relate to the vision and strategy. 5
- (2) The part of the joint management agreement on preparing, reviewing, changing, or varying a Resource Management Act 1991 planning document must provide— 10
 - (a) that, before the preparation, review, change, or variation commences, the local authority and the Trust must convene a joint working party to discuss and recommend to the local authority— 15
 - (i) the process to be adopted for the preparation, review, change, or variation; and
 - (ii) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 of the Resource Management Act 1991: 20
 - (b) that the local authority and the Trust must ~~jointly participate in making~~ decide jointly on the final recommendation to the local authority on whether to commence a review of, and whether to make an amendment to, a Resource Management Act 1991 planning document: 25
 - (c) that the local authority and the Trust must ~~jointly participate in making~~ decide jointly on the final recommendation to a local authority on the content of a Resource Management Act 1991 planning document to be notified under clause 5 of Schedule 1 of the Resource Management Act 1991: 30
 - (d) that the local authority and the Trust must discuss the potential for the Trust to participate in making decisions on a Resource Management Act 1991 planning document under clause 10 of Schedule 1 of the Resource Management Act 1991. 35

- (3) The part of the joint management agreement on preparing, reviewing, changing, or varying a Resource Management Act 1991 planning document must also provide a mechanism for the Trust to participate in processes under Part 2 of Schedule 1 of the Resource Management Act 1991. 5
- (4) The local authority and the Trust each bears its own costs of complying with this section.
- (5) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in this section. 10

29G Resource consent process

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

- (x) introduce or plant a plant or part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River:
- (xi) damage, destroy, disturb, or remove a plant or part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River: 5
- (xii) damage, destroy, disturb, or remove the habitats of plants or parts of plants, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River: 10
- (xiii) damage, destroy, disturb, or remove the habitats of animals or aquatic life in, on, or under the bed or banks of the Waikato River:
- (xiv) dump waste or other matter from a ship or aircraft in the part of the Waikato River within the coastal marine area: 15
- (xv) dump a ship or aircraft in the part of the Waikato River within the coastal marine area:
- (xvi) occupy any land that forms part of the Waikato River within the coastal marine area: 20
- (xvii) remove sand, shingle, shell, or other natural material from the bed or banks of the part of the Waikato River within the coastal marine area:
- (xviii) occupy any part of the Waikato River within the coastal marine area for the purpose of an aquaculture activity: 25
- (xix) use, or do activities on, the surface of the water in the part of the Waikato River within the coastal marine area: 30
- (b) applications to a territorial authority for resource consent for the use of or activities on the surface of the water in the Waikato River.
- (2) The part of the joint management agreement on the resource consent process must provide that— 35
 - (a) each local authority must provide the Trust with information on the applications for resource consents the local authority receives:
 - (b) the information must be—

- (i) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act 1991; or
 - (ii) the information that the local authority and the Trust agree on: 5
- (c) the information must be provided as soon as reasonably practicable after the application is received and before a determination is made under sections 95A to 95C of the Resource Management Act 1991:
- (d) the local authority and the Trust must jointly develop and agree criteria to assist local authority decision-making under the following processes or sections of the Resource Management Act 1991: 10
 - (i) best practice for pre-application processes:
 - (ii) section 87E (request that an application be determined by the Environment Court rather than the consent authority): 15
 - (iii) section 88(3) (incomplete application for resource consent):
 - (iv) section 91 (deferral pending additional consents): 20
 - (v) section 92 (requests for further information):
 - (vi) sections 95 to 95F (notification of applications for resource consent):
 - (vii) sections 127 and 128 (change, cancellation, or review of consent conditions). 25
- (3) The criteria developed and agreed under **subsection (2)(d)**—
 - (a) are additional to, and must not derogate from, the criteria that the local authority must apply under the Resource Management Act 1991: 30
 - (b) do not impose a requirement on a consent authority to change, cancel, or review consent conditions.
- (4) The local authority and the Trust each bears its own costs of complying with this section.
- (5) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in this section. 35

29H Process for finalising

- (1) Within 30 business days of the settlement date, each local authority and the Trust must convene a joint committee to begin the process for finalising the joint management agreement.
- (2) The local authority and the Trust must work together in a positive and constructive manner to finalise the joint management agreement within the timeframe, having particular regard to the principles set out in **section 29D**. 5
- (3) The local authority and the Trust may resort to any facilitation, mediation, or other process that they consider to be appropriate in the process of finalising the joint management agreement. 10
- (4) ~~The local authority and the Trust must, no later than 14 months after the settlement date,~~ No later than 14 months after the settlement date, the local authority and the Trust must give written or electronic notice to the Minister— 15
- (a) confirming that all matters relating to the joint management agreement have been agreed; or
- (b) identifying the nature of issues in dispute that the parties have not been able to resolve and the position of the parties on the issues; or 20
- (c) notifying an electronic or written agreement to extend the date by which a joint management agreement must be in force.
- (5) If notice is given under **subsection (4)(a)**, the notice must also specify the date on which the joint management agreement is to come into force. 25
- (6) If notice is given under **subsection (4)(b)**, the Minister and the Trust, in consultation with the local authority, must work together to resolve the issues.
- (7) The working together may continue for a period of no more than 2 months, unless ~~otherwise agreed in writing by the Minister and the Trust~~ the Minister and the Trust agree in writing or electronically on a longer period. 30
- (8) If, at the end of 2 months, all matters relating to the joint management agreement have been resolved, the local authority and the Trust must finalise the joint management agreement and give written or electronic notice to the Minister specifying the 35

- date on which the joint management agreement is to come into force.
- (9) ~~If, at the end of 2 months, an issue relating to the joint management agreement remains in dispute,—~~
- (a) ~~the Minister must determine the issue; and~~ 5
- (b) ~~on the basis of the determination, the local authority and the Trust must—~~
- (i) ~~finalise the joint management agreement; and~~
- (ii) ~~give written or electronic notice to the Minister specifying the date on which the joint management agreement is to come into force.~~ 10
- (10) ~~In making a determination, the Minister must have particular regard to the principles set out in **section 29D**.~~
- (9) If, at the end of 2 months, an issue relating to the joint management agreement remains in dispute,— 15
- (a) the Minister must determine the issue; and
- (b) in making the determination, the Minister must have particular regard to the principles set out in **section 29D**.
- (10) When the local authority and the Trust have the Minister’s determination, they must— 20
- (a) finalise the joint management agreement; and
- (b) give written or electronic notice to the Minister specifying the date on which the joint management agreement is to come into force. 25
- (11) The Minister may appoint a facilitator or take any other action that the Minister considers appropriate to promote the resolution of any issues in dispute between the local authority and the Trust.
- (12) If notice ~~has been~~ is given under **subsection (4)(c)**, not less 30
than 4 months before the extended date by which a joint management agreement must be in force, the local authority and the Trust must give written or electronic notice to the Minister—
- (a) confirming that— 35
- (i) all matters relating to the joint management agreement have been agreed; and

- (ii) the joint management agreement will be in force on the extended date; or
- (b) identifying the nature of issues in dispute that the parties have not been able to resolve and the position of the parties on the issues. 5
- (13) If notice is given under **subsection (12)(b)**, the Minister and the Trust, in consultation with the local authority, must work together to resolve the issues and the provisions of **subsections (7) to (11)** apply with any necessary modification.
- (14) The local authority and the Trust may agree that a joint management agreement is to come into force in stages. 10
- (15) When the local authority and the Trust give notice to the Minister of the date on which the joint management agreement is to come into force, they must also give the Minister a copy of the agreement. 15
- (16) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, under in finalising the joint management agreement, they carry out the duties and functions or exercise the powers described in this section.
- 29I Suspension** 20
- (1) The local authority and the Trust may agree in writing or electronically to suspend, wholly or partly, the operation of the joint management agreement.
- (2) In reaching an agreement, the parties must specify the scope and duration of the suspension. 25
- 29J Waiver of rights**
- (1) The Trust may give written or electronic notice to the local authority that it waives a right provided for in the joint management agreement.
- (2) The Trust must specify the extent and duration of the waiver in the notice. 30
- (3) The Trust may at any time revoke a notice of waiver by written or electronic notice to the local authority.

29K Legal framework

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

29L Extension

- (1) The local authority and the Trust may extend the joint management agreement to cover any other duties, functions, or powers they agree on. 15
- (2) If the local authority and the Trust agree to extend the joint management agreement to cover any other duties, functions, or powers, **subsections (3) to (6)** apply. 20
- (3) The extended part of the joint management agreement is subject to **sections 29I to 29K and 29M to 29O**.
- (4) The extended part of the joint management agreement may be terminated wholly or partly by one party giving the other party 20 business days' written or electronic notice. 25
- (5) Before either party exercises the right in **subsection (4)**, the parties must work together to seek to resolve the issue giving rise to the wish to terminate, in a manner consistent with the principles set out in **section 29D** and the dispute resolution process contained in the joint management agreement. 30
- (6) Termination under **subsection (4)** does not affect the remaining part of the joint management agreement.

29M Review and amendment

- (1) The local authority and the Trust may at any time agree in writing or electronically to undertake a review of the joint management agreement.
- (2) If, as a result of a review, the local authority and the Trust agree in writing or electronically that the joint management agreement should be amended, they may amend the joint management agreement without further formality. 5
- (3) If the joint management agreement is amended, the local authority and the Trust must— 10
 - (a) give written or electronic notice of the amendment to the Minister; and
 - (b) provide a copy of the amended joint management agreement to the Minister.

29N Other powers not affected 15

- The provisions of this Act relating to joint management agreements do not preclude the local authority from—
- (a) making any other joint management agreement with the Trust under the Resource Management Act 1991:
 - (b) making any other co-management arrangement with the Trust under any enactment: 20
 - (c) making a transfer or delegation to the Trust under any enactment.

29O Exercise of powers in certain circumstances 25

- (1) This section applies if—
 - (a) a statutory function or power is affected by a joint management agreement; and
 - (b) either—
 - (i) an emergency situation arises; or
 - (ii) a statutory timeframe for the ~~exercise of the function or carrying out of the function or the exercise of the power~~ is not able to be complied with under the joint management agreement. 30
- (2) The local authority may ~~exercise the function or carry out the function or exercise the power~~ on its own account and not in accordance with the joint management agreement. 35

- (3) As soon as practicable, the local authority must give the Trust written or electronic notice of the carrying out of the function or the exercise of the power.

Recognition of customary activities

- 30 Crown acknowledgement** 5
- (1) The Crown acknowledges—
- (a) the importance to Waikato-Tainui of authorised customary activities and the use of traditional whitebait stands and eel weirs; and
- (b) the importance of authorised customary activities and the use of traditional whitebait stands and eel weirs as an integral part of the relationship of Waikato-Tainui with the Waikato River. 10
- (2) All persons ~~exercising functions and~~ carrying out functions and exercising powers under the Resource Management Act 1991 and in relation to navigation bylaws must recognise and provide for the matters set out in **subsection (1)**. 15
- 30A Authorised customary activities**
- (1) Members of Waikato-Tainui may carry out authorised customary activities on the Waikato River. 20
- (2) **Subsection (1)** applies whether or not the Trust gives notice under **section 30AA**.
- (3) **Subsection (1)** applies despite—
- (a) sections 9 to 17 of the Resource Management Act 1991:
- (b) a rule in a regional or district plan: 25
- (c) a navigation bylaw:
- (d) a requirement for a permit or authorisation under the Reserves Act 1977:
- (e) a requirement for a permit or authorisation under any other enactment, with the following qualifications: 30
- (i) a requirement for a permit or authorisation in an enactment relating to health and safety must be observed, unless the enactment is described in any of **paragraphs (a) to (d)**:

- (ii) a requirement for a permit or authorisation in an enactment about the safety of traditional white-bait stands or eel weirs must be observed.
- (4) A person complying with regulations described in **section 47(1A)** does not require a permit or other authorisation under the conservation legislation. 5

30AA Management of authorised customary activities

- (1) On or before 30 June each year, the Trust must give the relevant local authorities and the administering bodies of relevant reserves written or electronic notice stating— 10
 - (a) the authorised customary activities that are intended to occur in the 12 month period starting on 1 January of the following year; and
 - (b) the likely dates and locations of those activities.
- (2) A relevant local authority or the administering body of a relevant reserve must follow the process in **subsection (3)** if it receives an application for a resource consent or permit or any other authorisation of an activity that— 15
 - (a) would have the effect of preventing an authorised customary activity specified in the notice occurring at the location and on the date specified in the notice; or 20
 - (b) would have a significant adverse effect on the carrying out of an authorised customary activity specified in the notice at the location and on the date specified in the notice. 25
- (3) The authority or body must—
 - (a) assess the effects of the activity on the authorised customary activity; and
 - (b) seek and have particular regard to the Trust's views before deciding what the effects are and whether any of them could have a significant adverse effect on the authorised customary activity; and 30
 - (c) if the activity could have a significant adverse effect on the authorised customary activity, decide whether conditions could prevent the effect and what the conditions would be; and 35
 - (d) give the Trust written or electronic notice of its decisions under **paragraphs (b) and (c)**; and

- (e) if the activity could have a significant adverse effect on the authorised customary activity, give the Trust a date that is at least 7 business days after the date of the notice by which it must advise the authority or body whether or not it consents to the activity. 5
- (4) No less than 20 business days before the intended carrying out of an authorised customary activity, the Trust must give the relevant local authorities and the administering bodies of relevant reserves written or electronic notice of the precise dates on which and locations at which it is intended that the activity will be carried out. 10
- (5) No less than 10 business days before the intended carrying out of the authorised customary activity, the authorities and bodies must give public notice of the intended carrying out of the activity. 15
- (6) A member of Waikato-Tainui carrying out an authorised customary activity on a date and at a location specified in a notice given under **subsection (5)** is not liable to pay, for carrying out the activity, a coastal occupation charge provided for in a regional coastal plan or any other charge. 20
- (7) **Subsection (8)** applies to the following decisions:
- (a) the decision to determine who is allowed to carry out a particular authorised customary activity:
- (b) the decision to specify conditions on the carrying out of an authorised customary activity: 25
- (c) the decision to limit or suspend an authorised customary activity wholly or partly.
- (8) In relation to the decisions,—
- (a) the Trust has the right to make them:
- (b) the Trust must give the relevant local authorities and the administering bodies of relevant reserves written or electronic notice of them: 30
- (c) the relevant local authorities and the administering bodies of relevant reserves are not responsible for monitoring or enforcing compliance with them. 35
- (9) The relevant local authorities and the administering bodies of relevant reserves must give the Trust written or electronic notice of the grant of a resource consent or the issue of a permit

or other authorisation for an activity at a location and date that coincides with the carrying out of an authorised customary activity of which the Trust has given notice under this section.

30B Statutory authorisation for certain structures

- (1) Members of Waikato-Tainui may continue— 5
- (a) to use, maintain, and alter their traditional whitebait stands and eel weirs that were in the Waikato River on 17 December 2009; and
 - (b) to replace their traditional whitebait stands and eel weirs that were in the Waikato River on 17 December 2009 with other traditional whitebait stands and eel weirs in the Waikato River. 10
- (2) **Subsection (1)** applies despite—
- (a) sections 9 to 17 of the Resource Management Act 1991:
 - (b) a rule in a regional or district plan. 15

30C Tangihanga and hari tuupaapaku

- (1) Members of Waikato-Tainui may continue to carry out on the Waikato River tribally significant tangihanga (funeral ceremonies) or hari tuupaapaku (transportation of human remains), including— 20
- (a) launching and using waka and support craft:
 - (b) erecting and using associated temporary structures including barges and temporary jetties on the Waikato River at the place of departure and at Taupiri.
- (2) The activities specified in **subsection (1)** may be carried out if they are approved by the Trust, despite— 25
- (a) sections 9 to 17 of the Resource Management Act 1991:
 - (b) a rule in a regional or district plan:
 - (c) the requirement for a permit or authorisation under the Reserves Act 1977: 30
 - (d) a navigation bylaw:
 - (e) a requirement for a permit or authorisation under any other enactment, with the following qualifications:
 - (i) a requirement for a permit or authorisation in an enactment relating to health and safety must be observed, unless the enactment is described in any of **paragraphs (a) to (d)**: 35

- (ii) a requirement for a permit or authorisation in an enactment about the safety of traditional whitebait stands or eel weirs must be observed.
- (3) A statutory authorisation granted by a local authority after the commencement of this section for use of the Waikato River is deemed to include a condition stating that, where the part of the Waikato River to which the statutory authorisation relates is required by Waikato-Tainui for the purpose of tribally significant tangihanga and hari tuupaapaku,—
 - (a) the tangihanga or hari tuupaapaku takes precedence over the activity covered by the statutory authorisation; and
 - (b) the local authority may suspend the statutory authorisation for a period of no more than 5 days if the activity covered by the statutory authorisation is likely to prevent or have a significant adverse effect on the carrying out of the tangihanga or hari tuupaapaku.
- (4) As soon as practicable after the Trust knows the precise date on which and location at which it is intended that an activity specified in **subsection (1)** will be carried out, the Trust must give the relevant local authorities and the administering bodies of relevant reserves written or electronic notice of the intended carrying out of the activity.

30D Process to deal with significant adverse effects on environment

- (1) This section applies if the Minister or the Trust is of the opinion that—
 - (a) a significant adverse effect on the environment has arisen or is likely to arise from the carrying out of an authorised customary activity, or the use of traditional whitebait stands or eel weirs, on the Waikato River; or
 - (b) a significant adverse effect on the environment has arisen or is likely to arise that affects the ability of members of Waikato-Tainui to carry out an authorised customary activity, or use traditional whitebait stands or eel weirs, on the Waikato River.
- (2) The Minister or the Trust may inform each other of his, her, or its opinion in a written or electronic notice.

- (3) If the Minister or the Trust does so, the Minister and the Trust must agree on a process for investigating and, if necessary, addressing the effect that gave rise to the opinion.
- (4) The Minister and the Trust may seek and obtain any information they consider relevant, including through commissioning reports, for the purpose of assessing the nature and extent of the effect. 5
- (5) The Minister and the Trust must work in a constructive and timely manner to seek to address the effect.
- 30E Joint management agreement must include processes relating to customary activities** 10
- (1) The joint management agreement between a local authority and the Trust must include the processes described in this section.
- (1A) There must be processes for the local authority— 15
- (a) to carry out the assessment required by **section 30AA(3)(a)**; and
- (b) to seek the Trust’s views under **section 30AA(3)(b)**; and
- (c) to decide conditions under **section 30AA(3)(c)**. 20
- (2) There must be a process for the parties to explore—
- (a) whether other customary activities could be carried out by Waikato-Tainui on the Waikato River without the need for a statutory authorisation from the local authority; and 25
- (b) in particular, whether other customary activities could be provided for as permitted activities in relevant regional or district plans.
- (3) There must be a process to avoid the grant of a statutory authorisation by the Council to a person in relation to whitebait stands or eel weirs that gives rise to a significant adverse effect on the use of traditional whitebait stands or eel weirs by members of Waikato-Tainui. 30
- (4) There must be a process for the Council and the Trust to explore the potential for the Trust to carry out, wholly or partly, the functions of the harbourmaster in relation to the carrying out of authorised customary activities. 35

- (5) There must be a process for the participation of the Trust in the development, review, and amendment of the navigation bylaws relating to the Waikato River.
- (6) There must be a process for the participation of the Trust in the development, review, and amendment of a management plan for a reserve under the Reserves Act 1977 covering part of the Waikato River, if the local authority is the administering body of the reserve. 5
- (7) There must be a process to discuss the carrying out by the local authority or the Trust of activities or initiatives directed to the restoration or enhancement of the Waikato River, including but not limited to riparian planting, pest control, and wetland restoration. 10
- (8) There must be a process for the development of appropriate protocols between the local authority and the Trust relating to the customary practice of placing raahui (restrictions) on a part of the Waikato River. 15

30F Waikato-Tainui flora cultural harvest plan

- (1) The Director-General of Conservation and the Trust must jointly prepare and agree on a flora cultural harvest plan for the cultural harvest of flora within conservation protected areas in the Waikato River and its catchment. 20
- (2) The Director-General and the Trust must begin the process of preparing and agreeing on the plan no later than 6 months after the settlement date. 25
- (3) The flora cultural harvest plan must—
- (a) identify sites for cultural harvest within conservation protected areas:
 - (b) identify permitted methods for and quantities of cultural harvest within the areas: 30
 - (c) identify monitoring requirements:
 - (d) include any other matters relevant to the cultural harvest of flora as agreed between the Director-General and the Trust.
- (4) The flora cultural harvest plan must provide for a member of Waikato-Tainui authorised to do so by the Trust to harvest flora— 35

- (a) in accordance with the flora cultural harvest plan; and
- (b) without a permit or other authorisation under the Conservation Act 1987, Reserves Act 1977, or Wildlife Act 1953.
- (5) If the Director-General or the Trust identifies a conservation issue arising from or affecting the harvest of flora under the flora cultural harvest plan,— 5
- (a) the Director-General and the Trust must engage for the purpose of seeking to address the conservation issue: 5
- (b) the Director-General and the Trust must endeavour to develop solutions to address the conservation issue: 10
- (c) the solutions may include—
- (i) the Director-General considering restricting the granting of other authorisations for the taking of flora in accordance with the flora cultural harvest plan: 15
- (ii) the Director-General and the Trust agreeing to amend the flora cultural harvest plan.
- (6) If the Director-General is not satisfied that a conservation issue has been appropriately addressed following the completion of the process in **subsection (5)**,— 20
- (a) the Director-General may give written or electronic notice to the Trust that identified aspects of the flora cultural harvest plan are suspended until a date specified in the notice; and 25
- (b) from the date, **subsection (4)** does not apply to the aspects of the flora cultural harvest plan that have been suspended.
- (7) If the Director-General takes action under **subsection (6)**, the Director-General and the Trust must continue to engage and seek to resolve conservation issues so that the suspension can be revoked by the Director-General as soon as practicable. 30
- (8) The Director-General and the Trust must review the flora cultural harvest plan no more than 2 years from the plan coming into force and then at intervals of no longer than 2 years after the completion of the last review. 35
- (9) In this section,—

conservation protected area means—

- (a) a conservation area under the Conservation Act 1987:
- (b) a reserve administered by the Department of Conservation under the Reserves Act 1977:
- (c) a wildlife management reserve, a wildlife refuge, or a wildlife sanctuary under the Wildlife Act 1953

cultural harvest means the taking of flora for cultural purposes

flora means plants or parts of plants of any kind including algae, angiosperms, aquatic plants, ferns, fern allies, fungi, gymnosperms, lichen, and mosses.

Redress relating to certain assets

Dispositions

34 Creating or disposing of interests

- (1) The Crown and Waikato-Tainui acknowledge that— 15
 - (a) they have different concepts and views regarding relationships with the Waikato River (which the Crown would seek to describe as including “ownership”):
 - (b) the 2009 deed and this Act are not intended to resolve those differences: 20
 - (c) the 2009 deed and this Act are primarily concerned with management of the Waikato River to—
 - (i) achieve the overarching purpose of the settlement:
 - (ii) recognise the special relationship of Waikato-Tainui with the Waikato River. 25
- (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:
 - (a) creating it: 30
 - (b) disposing of it:
 - (c) starting a statutory or other process to create it:
 - (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. 35

- (4) In **subsection (2), dispose of or create a property right or interest**,—
- (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 5
 - (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 10
 - (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 15
 - (ii) any decision relating to a permit under the Crown Minerals Act 1991.

Crown-owned river-related land

- 34A Definitions for sections 34B to 34P** 20
- In **sections 34B to 34P**,—
- co-management agreement** means the agreement made under **section 34P**
- Crown-owned river-related land** means land referred to in clause 12.10 of the 2009 deed 25
- encumbrance**,—
- (a) for a managed property, means a covenant, easement, lease, licence, licence to occupy, tenancy, or other lawful right affecting it existing at the date of vesting:
 - (b) for a site of significance, means a covenant, easement, lease, licence, licence to occupy, tenancy, or other lawful right affecting it— 30
 - (i) described in the list referred to in clause 12.7.1 of the 2009 deed; and
 - (ii) existing at the date of the deed 35
- fee simple site** means a site of significance the description of which appears next to “Ministry for the Environment” in the

first column of the table in subpart A of part 8 of the schedule of the 2009 deed

managed property means a property described in the table in subpart A of part 9 of the schedule of the 2009 deed

reserve site means a site of significance the description of which appears next to “Land Information New Zealand” or “Department of Conservation” in the first column of the table in subpart A of part 8 of the schedule of the 2009 deed 5

site of significance means a property described in the table in subpart A of part 8 of the schedule of the 2009 deed. 10

34B Sites of significance

- (1) On the settlement date, the fee simple estates in the sites of significance vest in the Trust.
- (2) Each site of significance vests in the Trust subject to, or together with, its encumbrances. 15
- (3) On the settlement date, the reserve sites are together declared a single reserve and classified as a local purpose reserve, the specific local purpose of which is—
 - (a) to protect and preserve in perpetuity the intrinsic worth and cultural value to Waikato-Tainui of the Waikato River: 20
 - (b) to preserve and enable public access to and along the river:
 - (c) to contribute to the maintenance of the natural functioning of the Waikato River by protecting— 25
 - (i) the habitats of the species that typify the lower Waikato River:
 - (ii) associated archaeological and historic values:
 - (d) to maintain the value of the reserve as a soil conservation and river control area. 30
- (4) The reserve is named the Waikato-Tainui Whenua Raahui Reserve.
- (5) The Trust is the administering body of the reserve.
- (6) Nothing in this section prevents a licence agreement existing at the commencement of this section allowing a person to occupy a site of significance managed for soil conservation and river 35

control purposes from continuing until it expires in accordance with its terms.

34C Registration of ownership of fee simple sites

- (1) This section applies to the fee simple estates in the fee simple sites vested in the Trust under **section 34B**. 5
- (2) The Secretary for the Environment may give the Registrar-General written or electronic notice requiring the application of **subsection (3) or (4)**.
- (3) If a fee simple site is all of the land contained in a computer freehold register, the Registrar-General must— 10
 - (a) register the Trust as the proprietor of the fee simple estate in the land; and
 - (b) make any entries in the register and do all other things necessary to give effect to **section 34B**.
- (4) If a fee simple site is not all of the land contained in a computer freehold register, or if there is no computer freehold register for all or part of the site, the Registrar-General must— 15
 - (a) create 1 or more computer freehold registers for the fee simple estate in the site in the name of the Trust; and
 - (b) enter on the register encumbrances that are registered, notified, or notifiable and described in the Secretary for the Environment's notice; and 20
 - (c) make any entry in the register and do all other things necessary to give effect to **section 34B**.
- (5) **Subsection (4)** applies subject to the completion of a survey necessary to create the computer freehold register. 25
- (6) A computer freehold register must be created under this section—
 - (a) as soon as reasonably practicable after the settlement date; and 30
 - (b) no later than—
 - (i) 24 months after the settlement date; or
 - (ii) a later date agreed in writing or electronically by the Secretary for the Environment and the Trust.

34D Registration of ownership of reserve sites

- (1) This section applies to the fee simple estates in the reserve sites vested in the Trust under **section 34B**.
- (2) The chief executive of LINZ may give the Registrar-General written or electronic notice requiring the application of **sub-section (3)**. 5
- (3) The Registrar-General must—
 - (a) create a computer freehold register for the fee simple estate in all the reserve sites in the name of the Trust; and 10
 - (b) enter on the register any encumbrances that are registered, notified, or notifiable and described in the chief executive’s notice; and
 - (c) make any entry in the register and do all other things necessary to give effect to **section 34B**. 15
- (4) **Subsection (3)** applies subject to the completion of a survey necessary to create the computer freehold register.
- (5) A computer freehold register must be created under this section—
 - (a) as soon as reasonably practicable after the settlement date; and 20
 - (b) no later than—
 - (i) 24 months after the settlement date; or
 - (ii) a later date agreed in writing or electronically by the chief executive of LINZ and the Trust. 25

34E Pootatau Te Wherowhero

- (1) The Trust may give the Registrar-General a written or electronic direction that the sites of significance—
 - (a) be registered in the name of Pootatau Te Wherowhero, rather than in the name of the Trust; or 30
 - (b) be no longer registered in the name of Pootatau Te Wherowhero, and instead be registered in the name of the Trust.
- (2) This subsection applies if the Registrar-General receives a written or electronic direction that contains a recital that the direction is given under **subsection (1)(a) or (b)**, is executed or purports to be executed by the Trust, and relates to land 35

- registrable or registered in the name of the Trust or in the name of Pootatau Te Wherowhero. In the absence of evidence to the contrary, the direction is sufficient evidence that the direction has been given under **subsection (1)(a) or (b)**.
- (3) The Registrar-General must give effect to the direction, notwithstanding the Land Transfer Act 1952 or any other enactment or rule of law. 5
- (4) If the sites of significance are registered in the name of Pootatau Te Wherowhero,—
- (a) the Trust has all the duties, powers, and rights of the registered proprietor of the land; and 10
- (b) the Trust carries out every such duty and exercises every such power or right in its own name and not in the name of Pootatau Te Wherowhero; and
- (c) the Registrar-General is bound by this arrangement. 15
- 34F Council’s rights relating to soil conservation and river control**
- (1) The co-management agreement between the Council and the Trust must provide for the exercise of the Council’s rights described in **subsections (2) and (3)**. 20
- (2) The Council may exercise the rights only for soil conservation and river control purposes.
- (3) The Council’s rights are to—
- (a) enter on to the sites of significance with or without machinery for the purposes set out in **paragraphs (b) to (j)**: 25
- (b) operate, and maintain, repair, replace, and upgrade, improvements on the sites of significance existing at the date of vesting under **section 34B** or constituted by the Council after the vesting: 30
- (c) construct a water course or water courses on the sites of significance and alter or reconstruct and clean or otherwise maintain them:
- (d) construct a stopbank or stopbanks or other defence against water on the sites of significance and alter or reconstruct and do all things necessary to maintain them: 35

- (e) plant, sow, and maintain grasses, plants, trees, or shrubs on the sites of significance and regulate or prohibit interference with or destruction of them:
- (f) prevent or regulate the pumping or releasing of water into water courses on the sites of significance or the overflow of artesian water: 5
- (g) regulate the use of water courses on the sites of significance:
- (h) prohibit the passing over of water courses on the sites of significance: 10
- (i) prevent water courses on the sites of significance from being made wider or deeper than they are at the time, whether by cleaning them or altering their course or any other means:
- (j) generally, for soil conservation and river control purposes on, or in relation to, the sites of significance— 15
 - (i) do any act or thing; or
 - (ii) require the doing of the act or thing; or
 - (iii) prohibit the doing of the act or thing.
- (4) The Registrar-General must record on computer freehold registers created under **section 34C or 34D** that the sites of significance are subject to the Council’s rights. 20
- (5) The Council’s rights run with and bind all subsequent owners of the sites of significance, despite any rule of law or equity to the contrary. 25
- (6) The Council’s rights are terminated when both the following have occurred:
 - (a) the Council gives the Registrar-General written or electronic notice that it no longer requires the rights; and
 - (b) the Registrar-General removes the record made under **subsection (4)**. 30
- (7) Until the co-management agreement comes into force, the Council may exercise a right if the exercise is required—
 - (a) to deal with an emergency:
 - (b) to do routine maintenance: 35
 - (c) to do soil conservation and river control.
- (8) The Council must consult the Trust before acting under **subsection (7)(b) or (c)**.

- (9) In relation to **subsection (7)(c)**,—
- (a) the Council must have particular regard to the cultural significance of the land to Waikato-Tainui when deciding whether to propose to the trustees that it exercise the right: 5
 - (b) the trustees must give consent if the exercise of the right is reasonably required for soil conservation and river control purposes but may impose conditions protecting the value of the land to Waikato-Tainui.
- (10) The Council is not liable to pay a charge to the Trust for the exercise of its rights under this section. 10

34G How various Acts affect sites of significance

- (1) In relation to the 1995 Act,—
- (a) sections 11 and 12 cease to apply to the sites of significance on the settlement date; and 15
 - (b) a notation made under section 13(3) must be deleted from the computer freehold registers for the sites of significance by the Registrar-General as soon as practicable on or after the settlement date.
- (2) In relation to the Conservation Act 1987,— 20
- (a) a vesting under **section 34B** of this Act is a disposition for the purposes of Part 4A; and
 - (b) sections 24, 24A, and 24AA do not apply to the disposition.
- (3) In relation to the Crown Minerals Act 1991, a vesting under **section 34B** of this Act does not— 25
- (a) limit section 10 or 11; or
 - (b) affect other rights to subsurface minerals.
- (4) In relation to the Local Government Act 1974, the permission of a council under section 348 is not required for forming, granting, laying out, or reserving a private road, private way, or right of way required to fulfil the terms of this Act in relation to a site of significance. 30
- (5) In relation to the Reserves Act 1977, section 16(10) does not apply to the reserve created by **section 34B(3)** of this Act. 35
- (6) In relation to the Resource Management Act 1991, section 11 and Part 10 do not apply to—

- (a) a vesting under **section 34B** of this Act; or
 - (b) a matter incidental to the vesting or required for the purpose of it.
- (7) In relation to Te Ture Whenua Maori Act 1993, nothing in it applies to the sites of significance. 5
- 34H How Conservation Act 1987 and Reserves Act 1977 affect reserve sites**
- (1) The reservation of land as a reserve under **section 34B(3)** is a disposition for the purposes of Part 4A of the Conservation Act 1987 but sections 24, 24A, and 24AA do not apply to the disposition. 10
 - (2) If the whole or part of the reservation of land as a reserve under **section 34B(3)** is revoked under section 24 of the Reserves Act 1977,—
 - (a) section 25(2) of the Reserves Act 1977 applies to the revocation but no other provision of section 25 applies: 15
 - (b) section 24 of the Conservation Act 1987, except section 24(2A), applies to the land to which the revocation applies and sections 24A and 24AA of that Act do not apply to the land to which the revocation applies. 20
 - (3) The Registrar-General must record the effect of **subsections (1) and (2)** on the computer freehold register for the reserve sites.
 - (4) If the whole or part of the reservation of land as a reserve under **section 34B(3)** is revoked under section 24 of the Reserves Act 1977, the Director-General of Conservation must give a written or electronic notice requiring the Registrar-General to remove the record made under **subsection (3)** from the computer freehold register for the land to which the revocation applies. 25 30
 - (5) Section 41 of the Reserves Act 1977 applies to the reserve sites as if, on the settlement date, the Minister of Conservation had given notice of vesting of the reserve sites and had directed under section 41(16) that section 41 was to apply.
 - (6) The Trust may authorise the taking or killing for commercial purposes of any fauna in the water of any part of the Waikato 35

River within the reserve under section 50 of the Reserves Act 1977, despite the proviso to section 50(1).

- (7) The Trust must not mortgage, or give a security interest in, any part of the reserve created by **section 34B(3)** that remains a reserve under the Reserves Act 1977 after it is vested in the Trust. 5

34I How fisheries enactments affect reserve sites

- (1) **Subsection (2)** applies to—
- (a) a person who, at the settlement date,—
 - (i) holds a fishing permit under section 91 of the Fisheries Act 1996 entitling the holder to take for commercial purposes any fish in a reserve site; and 10
 - (ii) had taken fish in the reserve site under the permit;
 - (b) a person who, at the settlement date, holds quota for quota management stock for which the quota management area includes a reserve site; 15
 - (c) a person who, at the settlement date, holds a current annual catch entitlement for quota management stock for which the quota management area includes a reserve site. 20
- (2) The person is entitled to access and use the reserve sites for the purpose for which the person holds the permit, quota, or catch entitlement, without requiring further permission from, or being liable for a charge by, the Trust. 25
- (3) The access and use right of a person described in **subsection (1)(b) or (c)** may be exercised by—
- (a) the owner of the quota to which the annual catch entitlement relates; or
 - (b) an agent of the owner of the quota to which the annual catch entitlement relates; or 30
 - (c) a purchaser of the annual catch entitlement; or
 - (d) an agent of a purchaser of the annual catch entitlement.
- (4) A fishing permit issued after the settlement date under section 91 of the Fisheries Act 1996 authorising a person to take fish for commercial purposes is valid in a reserve site only if the person holding the permit— 35
- (aa) is a person who, at the settlement date,—

- (i) held a fishing permit under section 91 of the Fisheries Act 1996 entitling the holder to take for commercial purposes any fish in a reserve site; and
- (ii) had taken fish in the reserve site under the permit; 5
or
- (a) is a person who—
- (i) holds quota for quota management stock for which the quota management area includes a reserve site; and 10
- (ii) held the quota at the settlement date; or
- (b) is a person who—
- (i) holds a current annual catch entitlement for quota management stock for which the quota management area includes a reserve site; and 15
- (ii) held the catch entitlement at the settlement date; or
- (c) both—
- (i) is the owner of the quota to which the annual catch entitlement relates; and 20
- (ii) was the owner of the quota at the settlement date; or
- (d) is an agent of the owner, at the settlement date, of the quota to which the annual catch entitlement relates; or
- (e) is a purchaser from the owner, at the settlement date, of the annual catch entitlement; or 25
- (f) is an agent of a purchaser from the owner, at the settlement date, of the annual catch entitlement; or
- (g) has an authorisation issued under section 50(1) of the Reserves Act 1977 by the Trust. 30
- (5) Access and use rights under this section may be exercised—
- (a) only for as long as, and to the extent to which, the taking of fish in the reserve site otherwise remains lawful; and
- (b) so far as relevant, only in a manner consistent with—
- (i) an integrated river management plan developed and approved under this Act: 35
- (ii) regulations made under **section 47(2) or (3)**.

- (6) The access and use right under this section of an owner of an annual catch entitlement is transferable, but no other access and use rights under this section are transferable.
- (7) Terms used in this section that are defined in the Fisheries Act 1996 have the meaning given to them in that Act. 5
- 34J Managed properties**
- (1) On the settlement date, the fee simple estates in the managed properties vest in the Trust.
- (2) The fee simple estates in the managed properties then immediately vest in the Council. 10
- (3) The vesting under **subsection (2)** is a gift by Waikato-Tainui to the Council.
- (4) Each managed property vests under this section subject to, or together with, its encumbrances.
- 34K Registration of ownership of managed properties** 15
- (1) This section applies to the fee simple estates in the managed properties vested under **section 34J**.
- (2) The Secretary for the Environment may give the Registrar-General written or electronic notice requiring the application of **subsection (3) or (4)**. 20
- (3) If a managed property is all of the land contained in a computer freehold register, the Registrar-General—
- (a) must—
- (i) register the Trust as the proprietor of the fee simple estate in the land; and 25
- (ii) then immediately register the Council as the proprietor of the fee simple estate in the land; and
- (b) must make any entries in the register and do all other things necessary to give effect to **section 34J**.
- (4) If a managed property is not all of the land contained in a computer freehold register, or if there is no computer freehold register for all or part of the property, the Registrar-General— 30
- (a) must—
- (i) create 1 or more computer freehold registers for the fee simple estate in the property in the name of the Trust; and 35

- (ii) then register the Council as the registered proprietor of the fee simple estate; and
 - (b) enter on the register any encumbrances that are registered, notified, or notifiable and described in the Secretary for the Environment’s notice; and 5
 - (c) make any entry in the register and do all other things necessary to give effect to **section 34J**.
 - (5) **Subsection (4)** applies subject to the completion of a survey necessary to create the computer freehold register.
 - (6) A computer freehold register must be created under this section— 10
 - (a) as soon as reasonably practicable after the settlement date; and
 - (b) no later than—
 - (i) 24 months after the settlement date; or 15
 - (ii) a later date agreed in writing or electronically by the Secretary for the Environment and the Trust.
- 34L Council’s duties relating to soil conservation and river control**
- (1) This section applies to the managed properties vested in the Council under **section 34J**. 20
 - (2) The Council must hold the properties for soil conservation and river control purposes.
 - (3) The Council must administer the properties in accordance with— 25
 - (a) the purposes for which it holds them; and
 - (b) the co-management agreement.
- 34M How Public Works Act 1981 affects managed properties**
- (1) Sections 40, except section 40(4), and 42 of the Public Works Act 1981 apply to a managed property as if it were— 30
 - (a) held by the Council for the public work of soil conservation and river control; and
 - (b) acquired by the Council from the person from whom the land was first acquired for a public work.
 - (2) If section 42(1)(a) or (b) of the Public Works Act 1981 applies to a managed property,— 35

- (a) section 42(1)(c) and (d) do not apply; and
- (b) the chief executive of LINZ or the local authority must instead transfer the managed property to the Trust for no financial or other consideration.
- (3) This section ceases to apply to a managed property disposed of under **subsection (2)**. 5
- (4) Section 50 of the Public Works Act 1981 applies to a managed property.
- (5) This section continues to apply to a managed property disposed of under section 50 of the Public Works Act 1981. 10
- (6) **Subsection (7)** applies when the Council—
 - (a) ceases to require a managed property for the public work of soil conservation and river control; and
 - (b) is considering—
 - (i) keeping the property itself for another public work; or 15
 - (ii) disposing of the property under section 50 of the Public Works Act 1981 for a public work, whether of the same kind or not.
- (7) The Council and the Trust must discuss whether the public work referred to in **subsection (6)(b)(i) or (ii)** could be carried out if the property were transferred to the Trust instead of being kept by the Council or disposed of under section 50 of the Public Works Act 1981 and, if they agree it could, the Council must transfer the property to the Trust for no financial or other consideration. 25

34N How various other Acts affect managed properties

- (1) In relation to the 1995 Act,—
 - (a) sections 11 and 12 cease to apply to the managed properties on the settlement date; and 30
 - (b) a note under section 13(3) must be deleted from the computer freehold registers for the managed properties by the Registrar-General as soon as practicable on or after the settlement date.
- (2) In relation to the Conservation Act 1987, a vesting under **section 34J** of this Act is not a disposition for the purposes of Part 4A. 35

- (3) In relation to the Crown Minerals Act 1991, a vesting under **section 34J** of this Act does not—
 (a) limit section 10 or 11; or
 (b) affect other rights to subsurface minerals.
- (4) In relation to the Estate and Gift Duties Act 1968, no gift duty is payable for the gift described in **section 34J(3), 34M(2)(b), or 34M(7)** of this Act. 5
- (5) In relation to the Local Government Act 1974, the permission of a council under section 348 is not required for forming, granting, laying out, or reserving a private road, private way, or right of way required to fulfil the terms of this Act in relation to a managed property. 10
- (6) In relation to the Resource Management Act 1991, section 11 and Part 10 do not apply to—
 (a) a vesting under **section 34J** of this Act; or 15
 (b) a matter incidental to the vesting or required for the purpose of it.
- (7) In relation to Te Ture Whenua Maori Act 1993, nothing in it applies to the managed properties.

34O Additional managed properties 20

- (1) The Governor-General may declare, by Order in Council, that a parcel of Crown-owned river-related land is a managed property.
- (2) The Governor-General may make an Order in Council only on the advice of the Minister for Treaty of Waitangi Negotiations. 25
- (3) An Order in Council must specify the date on which the parcel of land becomes a managed property.
- (4) **Sections 34J to 34N** apply to a parcel of Crown-owned river-related land as if references to the settlement date were references to the date specified in the Order in Council as the date on which the parcel of land becomes a managed property. 30

Co-management

34P Duty to make co-management agreement

- (1) The Council and the Trust must make a co-management agreement about— 35
 (a) the fee simple sites:

- (b) the managed properties:
- (c) the reserve sites for the purpose only of **section 34F**.
- (2) The Council and the Trust must make the agreement no later than—
 - (a) 12 months after the settlement date; or 5
 - (b) a later date that they agree on electronically or in writing.
- (3) The agreement must contain provisions that—
 - (a) further the exercise of mana whakahaere by Waikato Tainui: 10
 - (b) promote soil conservation and river control in a manner that is consistent with the restoration and protection of the health and wellbeing of the Waikato River for future generations:
 - (c) provide appropriate protection for, and recognition of, sites of significance: 15
 - (d) relate to the exercise of the Council’s rights under **section 34F** to ensure the value of the sites of significance to Waikato-Tainui is preserved:
 - (e) promote the resolution of disputes. 20
- (4) The Council and the Trust must work together in a positive and constructive manner to finalise the agreement within the timeframe.
- (5) The Council and the Trust may resort to any facilitation, mediation, or other process that they consider to be appropriate in the process of finalising the agreement. 25
- (6) The Council and the Trust must, no later than 10 months after the settlement date or a later date that they agree on electronically or in writing, give written or electronic notice to the Minister— 30
 - (a) confirming—
 - (i) that all matters relating to the agreement have been agreed; and
 - (ii) that all the matters are contained in a written document signed by the parties; or 35
 - (b) identifying—
 - (i) the matters that have been agreed; and

- (ii) the nature of issues in dispute that the parties have not been able to resolve and the position of the parties on the issues.
- (7) If notice is given under **subsection (6)(a)**, the written document becomes the agreement on the day notice is given. 5
- (8) If notice is given under **subsection (6)(b)**, the Council, the Minister, and the Trust must work together to resolve the issues.
- (9) The working together may continue for a period of no more than 2 months. 10
- (10) If, at the end of 2 months, all matters relating to the agreement have been resolved and are contained in a written document signed by the Council, the Minister, and the Trust, the document becomes the agreement on the day it is signed.
- (11) If, at the end of 2 months, an issue relating to the agreement remains in dispute, the Minister must— 15
- (a) determine the issue; and
- (b) on the basis of the determination, sign a written document containing the matters referred to in **subsection (6)(b)(i)** and the matters determined by the Minister; 20
- and
- (c) provide copies of the signed document to the Council and the Trust.
- (12) The document becomes the agreement on the date on which the Minister signs it. 25
- (13) The agreement is enforceable in accordance with its terms.
- (14) Schedule 7 of the Local Government Act 2002 does not apply to the Council and the Trust when, under the ~~joint~~ co-management agreement, they carry out the duties and functions or exercise the powers described in this section. 30

Right of first refusal over Huntly Power Station

35 Definitions for sections 36 to 38

In **sections 36 to 38**,—

- (a) **Huntly Power Station** means the leasehold estate comprised in computer interest register 74694 (South Auckland) including all lessee's fixtures and improvements: 35

- (b) **owner** means the registered proprietor of the Huntly Power Station on the date on which this section comes into force.

36 Right of first refusal over leasehold estate in Huntly Power Station

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- (1) The owner must give the Trust 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. 10
- (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 15
- (b) state the other proposed terms of the transfer; and
- (c) offer to transfer Huntly Power Station to the Trust at that price and on those terms; and
- (d) state that, if the Trust wishes to accept the offer, it must do so within 2 months after the date on which it receives the notice; and 20
- (e) state that time is of the essence to the offer.
- (3) **Subsection (4)** applies if the Trust does 1 of the following within 2 months after the date on which it receives the notice given under **subsection (1)**: 25
- (a) gives the owner a written or electronic notice of acceptance of the offer; or
- (b) agrees with the owner in writing or electronically to purchase Huntly Power Station.
- (4) A contract for the sale and purchase of Huntly Power Station— 30
- (a) is constituted between the Trust and the owner; and
- (b) may be enforced accordingly.
- (4A) **Subsection (4B)** applies if the Trust does not act under **subsection (3)** but instead gives the owner a written or electronic notice of refusal of the offer within 2 months after the date on which it receives the notice given under **subsection (1)**. 35

- (4B) 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)**.
- (5) **Subsection (6)** applies if the Trust does not act under **subsection (3) or (4A)** within 2 months after the date on which it receives the notice given under **subsection (1)**. 5
- (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 Trust received the notice. 10
- (7) **Subsection (8)** applies if—
- (a) the Trust does not act under **subsection (3) or (4A)** within 2 months after the date on which it receives the notice given under **subsection (1)**; and 15
 - (b) 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 Trust received the notice. 20
- (8) The owner—
- (a) must comply with **subsections (1) and (2)**; and
 - (b) may transfer the Huntly Power Station to the other purchaser only if a contract is not constituted under **subsection (4)**. 25
- (9) If the owner is still the owner of the Huntly Power Station, or any part of it, at the end of the period of 2 years after the end of the 2 months after the date on which the Trust received the notice, **subsections (1) to (8)** apply again. 30
- 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:
- (a) sale to a person who, at the date on which this section comes into force, has a legal right to acquire it: 35
 - (b) sale to the Trust:

- (c) sale to another purchaser.
- (2) The rights of a holder of a mortgage or other security over the Huntly Power Station—
- (a) are not affected by **section 36**;
- (b) are not derogated from by **section 36**: 5
- (c) have priority over the rights created by **section 36**.
- (3) However, the holder must assure the Trust that the holder will be bound by and will perform and observe the owner’s obligations under **section 36**. The assurance—
- (a) must be— 10
- (i) a deed of covenant; or
- (ii) some other document that the Trust reasonably considers satisfactory; and
- (b) may be given in writing or electronically.
- 38 Duties of LINZ concerning Huntly Power Station** 15
- (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 a trust for Waikato-Tainui in certain circumstances)”. 20
- (2) If the owner is to transfer the Huntly Power Station to a person under **section 36**,—
- (a) the owner must notify the chief executive of LINZ of that fact; and 25
- (b) the chief executive must give a certificate recording that fact to the Registrar-General; and
- (c) the Registrar General must send a copy of the certificate to the Trust; and 30
- (d) the Registrar-General must delete the words described in **subsection (1)** by endorsing the register under the Land Transfer Act 1952.

Right of first refusal over licence

- 39 Definitions for section 40** 35
- 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.

40 Right of first refusal over licence

- (1) The owner must give the Trust 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
 - (b) a person who has, at the date on which this section comes into force, a legal right to acquire the licence. 10
- (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
 - (b) state the other proposed terms of the transfer; and
 - (c) offer to transfer the licence to the Trust at that price and on those terms; and 15
 - (d) state that, if the Trust wish to accept the offer, it must do so within 2 months after the date on which it receives the notice; and
 - (e) state that time is of the essence to the offer. 20
- (3) **Subsection (4)** applies if the Trust do 1 of the following within 2 months after the date on which it receives the notice given under **subsection (1)**:
 - (a) give the owner a written or electronic notice of acceptance of the offer; or 25
 - (b) agree with the owner in writing or electronically to purchase the licence.
- (4) A contract for the sale and purchase of the licence—
 - (a) is constituted between the Trust and the owner; and
 - (b) may be enforced accordingly; and 30
 - (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)**.
- (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 35

- period of 2 years after the end of the 2 months after the date on which the Trust received the notice.
- (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 Trust received the notice. 5
- (8) The owner—
- (a) must comply with **subsections (1) and (2)**; and 10
- (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. 15
- 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: 20
- (b) sale to the Trust:
- (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**: 25
- (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 Trust that the holder will be bound by and will perform and observe the owner's obligations under **section 40**. The assurance— 30
- (a) must be—
- (i) a deed of covenant; or
- (ii) some other document that the Trust reasonably consider satisfactory; and
- (b) may be given in writing or electronically. 35

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— 5
 - (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 10
 - (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 15
 - (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— 20
 - (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. 25
- (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 30
 - (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 35
 - (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

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 5
- (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. 10

44 Certain rights, actions, and decisions not affected

(1) Without derogating from **section 34(1)**, nothing in the 2009 deed or this Act—

- (a) extinguishes or limits any aboriginal title, or customary rights, that Waikato-Tainui may have: 15
- (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— 20
 - (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): 25
 - (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. 30

(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— 35
 - (i) the raupatu claims:
 - (ii) the 2008 deed:
 - (iia) the 2009 deed:
 - (iii) the adequacy of the redress described in clause 2.2 of the 2008 deed:

- (iiia) the adequacy of the redress described in clause 3.2 of the 2009 deed:
- (iv) this Act:
- (b) the proscription of jurisdiction includes the jurisdiction to inquire into or to make a finding or recommendation: 5
- (c) the proscription of jurisdiction does not include the jurisdiction to interpret and implement the deeds, the redress described in clause 2.2 of the 2008 deed, the redress described in clause 3.2 of the 2009 deed, and this Act: 10
- (d) sections 27A to 27C of the State-Owned Enterprises Act 1986 no longer apply to the memorialised lands.

45 Duties of LINZ concerning memorialised lands

- (1) As soon as reasonably practicable after the settlement date, the chief executive of LINZ must give 1 or more certificates to the Registrar-General that— 15
 - (a) identifies each computer register that contains memorialised lands; and
 - (b) states that it is issued under this section.
- (2) As soon as reasonably practicable after receiving a certificate, the Registrar-General must— 20
 - (a) register the certificate against each certificate of title or computer freehold register identified in the certificate; and
 - (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. 25

Miscellaneous

46 Rule against perpetuities

- (1) Neither the rule against perpetuities nor the Perpetuities Act 1964 prescribes or restricts the period during which— 30
 - (a) the Trust and the Waikato River Clean-up Trust may exist in law; or
 - (b) the trustees of the Trust and the Waikato River Clean-up Trust may hold or deal with property or income from property in their capacity as trustees. 35

- (2) Neither the rule against perpetuities nor the Perpetuities Act 1964 applies to a document entered into to give effect to the 2008 deed or the 2009 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. 5
- ~~(3) However, if the 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.~~
- 47 Regulations and bylaws** 10
- (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. 15
- (1A) Regulations under **subsection (1)** may provide for the use for cultural purposes of—
- (a) the body or a part of the body of dead wildlife, as defined in section 2(1) of the Wildlife Act 1953 but not including the wildlife specified in Schedules 1 and 5 of that Act: 20
- (b) the bone, teeth, or baleen obtained from dead marine mammals, as defined in as in section 2(1) of the Marine Mammals Protection Act 1978, that beach in the mouth of the Waikato River. 25
- (2) Within 80 business days of the settlement date, the Minister of Fisheries must recommend to the Governor-General the making of regulations under the Fisheries Act 1996 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. 30
- (3) Within 80 business days of the settlement date, the Minister of Fisheries must recommend to the Governor-General the making of regulations under the Fisheries Act 1996 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. 35

- (4) The Minister of Fisheries must make any bylaws recommended under **subsection (3)**, unless the Minister is satisfied that the proposed bylaws would have an undue adverse effect on fishing.

48 Accords 5

- (1) In respect of accords agreed under clause 9.3 of the 2009 deed, each responsible Minister and the Commissioner of Crown Lands must enter into the accord with the Trust on the settlement date on the terms agreed with the Trust.

- (2) In respect of accords agreed under clause 9.4 of the 2008 deed, each responsible Minister must enter into the accord with the Trust on the date which the accord is agreed on the terms agreed with the Trust. 10

- (3) The terms of an accord may be varied by agreement between the responsible Minister and the Trust, or the Commissioner of Crown Lands and the Trust, in accordance with its terms. 15

48A Authority and Trust: public bodies, entities, and authorities

- (1) The Authority and the Trust are public bodies for the purposes of clause 30 of Schedule 7 of the Local Government Act 2002. 20

- (2) The Authority is a public entity as defined in section 4 of the Public Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.

- (3) The Authority is a public authority for the purposes of the definition of public authority in the Resource Management Act 1991. 25

- (4) The Trust—
 (a) is a public authority for the purposes of paragraph (a) of the definition of public authority in the Resource Management Act 1991; and 30

- (b) is a public authority for the purposes of paragraph (b) of the definition of public authority in the Resource Management Act 1991 only when it makes a joint management agreement under the Resource Management Act 1991 that is not a joint management agreement under this Act. 35

49 Consequential amendments

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

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. 15 20
- 2 Mana whakahaere (authority and rights of control)** 25
- (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 25
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
 - (b) include provision for effective Waikato-Tainui input 30
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 35
decisions affecting or relating to the Waikato River. This is a positive obligation to provide for early and

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:
 - (c) the restoration and protection of the relationships of Waikato River Iwi according to their tikanga and kawa with the Waikato River, including their economic, social, cultural, and spiritual relationships: 20
 - (d) the restoration and protection of the relationships of the Waikato Region's communities with the Waikato River, including their economic, social, cultural, and spiritual relationships: 25
 - (e) the integrated, holistic, and co-ordinated approach to management of the natural, physical, cultural, and historic resources of the Waikato River:
 - (f) the adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River and, in particular, those effects that threaten serious or irreversible damage to the Waikato River: 30
 - (g) the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within the catchment on the health and wellbeing of the Waikato River: 35

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

2 Strategy

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

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

- (f) recognise and protect 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 2A

s 6

Authorised customary activities

1 Waka or kohikohia

The launching and use of waka and support craft and the erection and use of associated temporary structures (including barges and temporary jetties) on the Waikato River for ceremonial, customary, recreational, competition, and sporting purposes, including—

(a) waka taua (ceremonial canoes) at significant tribal events, including—

- (i) the annual Ngaaruawaahia Regatta; and
- (ii) the annual Koroneihana (celebration of the coronation day of the Kaahui Ariki); and

(b) waka ama, waka haurua and waka kopapa (racing canoes) and waka tete (river canoes) at tribal events, including—

- (i) the annual Ngaaruawaahia Regatta; and
- (ii) the biennial Tainui Games; and
- (iii) other Tribal Regatta and Waikato-Tainui Marae Games.

2 Tangohia ngaa momo takawai

The collection of river stones, shingle, and sand from the Waikato River for the purposes of customary practices, including—

- (a) the building of a tuahu (altars); and
- (b) carvings; and
- (c) the preparation of hangi.

3 Waioranga

The use of the Waikato River for customary practices relating to the physical health and wellbeing of persons including bathing and cleansing.

4 Wairua

The use of the Waikato River for customary practices relating to spiritual and cultural health and wellbeing of persons and the tribe including baptisms and other traditional ceremonies.

Schedule 2B

s 13C(4)

Process to review vision and strategy

1 Powers during review

During a review of the vision and strategy, the Authority may— 5

- (a) consult with any person whom the Authority considers appropriate; and
- (b) seek any information and commission any reports that the Authority considers appropriate; and
- (c) take any other actions that the Authority considers appropriate. 10

2 Duty following review

If the Authority considers that an amendment to the vision and strategy may be appropriate as a result of its review, the Authority must prepare a draft vision and strategy by following the process in **clause 3**. 15

3 Preparation of draft

(1) This clause applies during the preparation of a draft vision and strategy.

(2) The Authority must consult— 20

- (a) the Minister, the Minister of Conservation, the Minister of Fisheries, and relevant departments; and
- (b) relevant iwi authorities; and
- (c) the local authorities.

(3) The Authority may consult any other person or organisation. 25

(4) The Authority may—

- (a) seek any information and commission any reports that the Authority considers appropriate; and
- (b) take any other actions that the Authority considers appropriate. 30

4 Notice of draft

(1) This clause applies once the Authority has prepared the draft vision and strategy.

- (2) The Authority must ensure that the draft is available for public inspection at locations that are appropriate to facilitate public participation in the development of the vision and strategy.
- (3) The Authority must give public notice of the draft.
- (4) The public notice must— 5
- (a) state that the draft vision and strategy is available for inspection at the places and times specified in the notice; and
- (b) call on interested persons to make submissions on the draft to the Authority at the place and before a date, specified in the notice, no less than 20 business days after the date of the notice. 10
- (5) The Authority must also give to the persons consulted under **clause 3**—
- (a) a copy of the draft; and 15
- (b) written or electronic notice inviting them to provide a written or electronic submission to the Authority on the draft before the date specified in the public notice.
- (6) The Authority may give notice of the draft in any other way that the Authority considers appropriate but the notice must convey the same information as is in the public notice. 20
- (7) Any person may make a written or electronic submission on the draft to the Authority before the date specified in the public notice.
- (8) A submission must include a statement as to whether the person wishes to be heard in support of the submission. 25

5 Submissions made public

As soon as practicable after the Authority receives a submission, it must ensure that the submission is available for public inspection at the locations at which the draft vision and strategy is available for public inspection. 30

6 Hearing of submissions

- (1) The Authority must give persons who ask to be heard in support of a submission a reasonable opportunity of appearing before the Authority. 35

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- (2) The Authority must give the persons written or electronic notice of not less than 10 business days specifying the dates, times, and places of the hearings.
- (3) The Authority may—
- (a) appoint a committee to hear submissions: 5
 - (b) appoint to the committee any person whom the Authority considers appropriately qualified to hear submissions, whether or not the person is a member of the Authority.
- (4) The Authority must hear submissions in public. 10
- (5) The Authority may—
- (a) request a person to provide further information or evidence in support of the person’s submission; and
 - (b) commission reports on submissions; and
 - (c) commission reports on any other matters; and 15
 - (d) take any other action it considers appropriate in relation to the hearing of submissions.
- (6) The Authority must comply with **subclauses (1), (2), and (4)** but may otherwise regulate its procedures as it sees fit.
- 7 Decision** 20
- (1) This clause applies once the Authority has completed the hearing and consideration of submissions.
- (2) The Authority must do 1 of the following:
- (a) notify the appointers that it does not recommend that the vision and strategy be amended: 25
 - (b) recommend to the appointers that the vision and strategy be amended in the manner set out in the full version of the vision and strategy with amendments shown accompanying the recommendation.
- (3) In making a decision under **subclause (2)**, the Authority— 30
- (a) must seek to identify all reasonably practicable options for the achievement of the overarching purpose of the settlement; and
 - (b) must assess the options by considering— 35
 - (i) the benefits and costs of each option in terms of the present and future social, economic, environmental, and cultural well-being of the communi-

-
- ties associated with the Waikato River, including if practicable a quantification of the benefits and costs of each option; and
- (ii) the extent to which the vision and strategy would be promoted or achieved in an integrated and efficient manner by each option; and 5
- (c) may recommend that the vision and strategy be amended only if the amendment would be consistent with the overarching purpose of the settlement.
- (4) The Authority must include with its notification or recommendation under **subclause (2)**— 10
- (a) a report that summarises the Authority’s assessment under **subclause (3)**; and
- (b) a report that summarises the submissions on a proposed provision or an issue and gives reasons for accepting or rejecting the submissions, without necessarily addressing each individual submission. 15
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Schedule 2C

s 18G(4)

Terms of Waikato River Clean-up Trust

1 Interpretation

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

5

object means the object of the trust described in **clause 3**
property—

- (a) means all property, whether real or personal; and
- (b) includes choses in action, interests, money, and rights

river iwi means—

10

- (a) Maniapoto; and
- (b) Ngaati Tuwharetoa; and
- (c) Raukawa; and
- (d) Te Arawa River Iwi; and
- (e) Waikato-Tainui

15

trust means the trust established by **section 18G(2)**

trust fund means property that—

- (a) either—
 - (i) the Authority receives from time to time from the Crown or otherwise; or
 - (ii) is growth in the property described in **subparagraph (i)**; and
- (b) the Authority holds on the terms of the trust

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trustee means the Authority.

2 Name

25

- (1) The trust is the Waikato River Clean-Up Trust.
- (2) The trustee may amend or change the name by deed.

3 Object

- (1) The trust is a trust for charitable purposes.
- (2) The object of the trust is the restoration and protection of the health and wellbeing of the Waikato River for future generations.
- (3) Whenever possible, the object is to be interpreted having adequate regard to—
 - (a) the vision and strategy; and

35

- (b) the report of the scoping study.

4 Application of income

- (1) The trustee may pay or apply all or any of the income of the trust to promote or advance the object in the manner the trustee determines. 5
- (2) Before acting under **subclause (1)**, the trustee must pay or provide for all the trustee's costs for establishing, managing, and administering the trust.

5 Application of capital

The trustee may pay or apply all or any of the capital of the trust to promote or advance the object in the manner the trustee determines. 10

6 Applications for funding

- (1) Funding from the trust is available on a contestable basis for use in projects to achieve the object. 15
- (2) The trustee must—
- (a) prepare a strategy document that identifies areas of priority for funding that are consistent with the object; and
 - (b) identify the criteria, based on relevant factors, that the trustee is to apply in approving or not approving funding; and 20
 - (c) publish the strategy document and the criteria.
- (3) The trustee must devise an appropriate process for inviting and dealing with applications to the trust for funding.
- (4) The process must be designed to ensure the following, to the extent reasonably possible: 25
- (a) the targeting of funding to the priority areas identified by the trustee in its strategy document; and
 - (b) not funding a project or a part of a project that another agency would fund or be likely to fund in the normal course of its operations if the trust did not exist; and 30
 - (c) efficiency in the allocation and use of funding, including having particular regard to the desirability of applicants using funding from other sources; and
 - (d) contestability in the allocation of funding; and 35

-
- (e) preference being given to projects that achieve practical results over projects that are purely for research purposes; and
 - (f) adequate regard being given to the vision and strategy; and 5
 - (g) adequate regard being given to the report of the scoping study; and
 - (h) adequate regard being given to any other relevant research; and
 - (i) adequate regard being given to the extent to which projects would further iwi environmental plans, in the case of applications from iwi or applications based on maatauranga Maaori or on the mauri of the Waikato River; and 10
 - (j) accountability by recipients of funding. 15
 - (5) The trustee must devise appropriate forms or templates for applications to ensure that the information applicants provide to the trustee is sufficient to enable the trustee to make properly informed decisions by being—
 - (a) complete; and 20
 - (b) supported by adequate technical material and other submissions and evidence; and
 - (c) timely.
 - (6) The trustee may approve an application for funding only after due consideration. 25
 - (7) The trustee must impose accountability requirements on recipients of funds for—
 - (a) achievement of targets or milestones; and
 - (b) reporting back to the trustee on the use of funds and results achieved. 30
 - (8) The accountability requirements must—
 - (a) be adequate and appropriate; and
 - (b) not impose unduly onerous obligations on applicants with limited infrastructure, such as marae.
 - (9) In making decisions under this clause, the members of the trustee must pursue— 35
 - (a) the highest level of good faith engagement; and
 - (b) consensus decision-making.

- 7 Funding from non-Crown sources**
- (1) The trustee may accept a donation of property from a source other than the Crown to be held on the terms of the trust.
- (2) However, the trustee must not accept a donation if it is subject to a condition that is inconsistent with the object. 5
- 8 Investment of trust fund**
- (1) The trustee may invest all or any of the trust fund in any property that the laws of New Zealand permit for the investment of the funds of trusts.
- (2) The trustee has full power to buy or otherwise acquire any property and full power to sell or otherwise dispose of any of the trust fund. 10
- (3) In exercising its investment powers, the trustee must—
- (a) act in accordance with the applicable provisions of Part 2 of the Trustee Act 1956; and 15
- (b) have due regard to the object.
- 9 Authorities, discretions, and powers**
- (1) The trustee has all the authorities, discretions, and powers vested in the trustee by law or by this Schedule.
- (2) The trustee has power— 20
- (a) to sell, call in, and convert into money or other property all or part of the trust fund; and
- (b) to accumulate the income of the trust fund; and
- (c) to apply or set aside part of the trust fund towards the payment of liabilities or obligations of the trustee; and 25
- (d) to open and maintain a bank account and to decide on the signatories to the account; and
- (e) to raise or borrow money (either bearing or free of interest) from any person; and
- (f) to secure the repayment of money borrowed and any interest on it by mortgage or charge over all or any of the property that is part of the trust fund; and 30
- (g) to apply money borrowed for any of the purposes for which the assets of the trust fund may be applied, used, or invested; and 35
- (h) in relation to a part of the trust fund,—

- (i) to set it apart as a sub-trust or special endowment or for a special purpose or under a special or distinguishing name; and
- (ii) to apply it and any accretions to it for the purpose for which it was set apart or for any other purpose authorised by this Schedule; and 5
- (i) to advertise the trust and the object; and
- (j) to seek, receive, or decline bequests, conveyances, devises, donations, or transfers of property; and
- (k) to obtain incorporation or registration of the trust under an enactment on charitable trusts; and 10
- (l) to appoint or engage or employ a person for a period—
 - (i) as an expert or professional person to advise on or carry out any of the authorities, discretions, or powers authorised by this Schedule: 15
 - (ii) as an attorney or delegate for the trustee in New Zealand or elsewhere for all or any of the purposes of the trust:
 - (iii) as a manager or agent for or on behalf of the trustee in all or any matters relating to the management and the control of the trust and any business owned by the trustee or in which it is concerned: 20
 - (iv) as a secretary of the trustee:
 - (v) as an employee of the trustee in all or any matters relating to the trust; and 25
- (m) to act on an opinion or advice or information obtained from a person referred to in **subclause (l)(i)**; and
- (n) to determine all questions and matters of doubt that may arise in the course of the administration, distribution, investment, liquidation, management, partition, realisation, or winding up of the trust fund or the trust in a manner conducive to the attainment of the object; and 30
- (o) generally to do all other lawful acts and things that are incidental or conducive to the attainment of the object; and 35
- (p) to pay from the assets of the trust costs incurred by the trustee in carrying out any of its duties or functions or

exercising any of its authorities, discretions, or powers,
except as prohibited by **clause 12**.

- (3) All authorities, discretions, and powers that the trustee has
may be exercised by the trustee in its absolute discretion and
from time to time and on such terms and conditions and in such 5
manner and by such means as it thinks fit.
- (4) The trustee may exercise the fullest possible authorities and
powers as if it were the beneficial owner of the trust fund, as
long as each exercise of an authority or power by the trustee
is reasonably necessary or advisable in order to further the 10
achievement of the object.

10 Benefits and advantages

- (1) No person with some control over a business carried on by,
for, or for the benefit of the trust is able to direct or divert an
amount from the trust to their own benefit or advantage. 15
- (2) However,—
- (a) the trustee may receive full reimbursement for all costs
that the trustee properly incurs in connection with the
affairs of the trust and that are not met by the Crown;
and 20
- (b) the trustee may pay reasonable and proper remuneration
for services actually rendered to the trust.
- (3) **Subclause (1)** does not apply if the Income Tax Act 2007
or any other relevant legislation is amended to allow a person
with some control over a business carried on by, for, or for 25
the benefit of a trust to be able to direct or divert an amount
from the trust to the person's own benefit or advantage without
compromising the charitable tax status of the trust.
- (4) In this clause,—
- (a) **benefit or advantage** includes a benefit or advantage 30
listed in section CW 42(8) of the Income Tax Act 2007:
- (b) **person with some control** includes a person who has
control of the types described in sections CW 42(5) to
(7) of the Income Tax Act 2007.

11 No private pecuniary profit

- (1) No person involved in the trust may make a private pecuniary profit.
- (2) However,—
 - (a) a member of the trustee is entitled to be reimbursed 5
out of the assets of the trust for all expenses that he or
she properly incurs in connection with the affairs of the
trust:
 - (b) the trust may pay reasonable and proper remuneration 10
to an employee of the trust in return for services actually
rendered to the trust.

12 Interested members of trustee

- (1) A conflict transaction exists for a member of the trustee if the
member's interests or duty in a particular matter conflict or
might conflict with his or her duty to the trust. 15
- (2) A conflict transaction also exists for a member of the trustee if
the following circumstances arise:
 - (a) the member has been, is, becomes, or intends to become
associated with a person, whether as director or other-
wise in a private capacity or as trustee of another trust; 20
and
 - (b) the person is a person with whom the trustee is dealing
in any way but, in particular, dealing with by way of
considering the person's application for funding.
- (3) However, a conflict transaction does not arise for a member 25
in relation to an application for funding merely because the
member is a member of an iwi that is making the application.
- (4) When a conflict transaction exists for a member,—
 - (a) the member for whom it exists must declare the nature
of the conflict or the potential conflict at a meeting of 30
the trustee; and
 - (b) the member must not take part in deliberations or
proceedings, including decision-making, relating to the
conflict transaction; and
 - (c) if the member contravenes **paragraph (a) or (b)**,— 35
 - (i) the member's participation is not counted; and
 - (ii) the member is not counted in the quorum present
at the meeting.

13 Execution of documents

- (1) This clause applies when the trustee needs to sign or attest to a document under a resolution of the trustee.
- (2) It is sufficient for the document to be signed or attested to by—
 - (a) 2 or more members of the trustee; or 5
 - (b) an attorney, agent, or other delegate validly appointed by the trustee for the purpose of signing or attesting to the document.

14 Costs and indemnity

- (1) The Crown must meet the reasonable operational costs of the trustee. 10
- (2) To the extent to which the Crown's meeting of the operational costs is insufficient, the trustee is fully indemnified by the assets of the trust for a loss or liability that the trustee incurs in relation to— 15
 - (a) an authority, discretion, duty, function, or power of the trustee; or
 - (b) a cost of managing or administering the trust.

15 Accounts and audit

- (1) The trustee must ensure that financial records are kept for the trust. 20
- (2) The financial records must present the trust's receipts, credits, payments, liabilities, and any other relevant matter in a way that shows the true state of the trust's financial affairs.
- (3) The trust's annual accounts must be prepared by a chartered accountant appointed by the trustee. 25
- (4) The trustee must have the annual accounts audited by the Auditor-General.
- (5) The financial records and annual accounts must be kept at the trustee's office or at any other place that the trustee thinks suitable. 30
- (6) The financial records and annual accounts must be available to be inspected by a member of the trustee at any time.

16 Reporting

- (1) At the end of each financial year, the trustee must provide an annual report to the Minister and the river iwi.
- (2) The report must include—
- (a) adequate details of the applications for funding approved by the trustee under **clause 6** during the financial year; and
 - (b) adequate details of the reports received by the trustee from recipients of funds under **clause 6(7)**; and
 - (c) the accounts for the financial year prepared and audited under **clause 15**.
- (3) The trustee must publish the annual report.
- (4) In this clause, **financial year** means the period of 1 year starting on 1 July.

17 Borrowing

No lender to the trustee for the purposes of the trust need enquire about—

- (a) the need for the borrowing; or
- (b) the purpose of the borrowing; or
- (c) the use of the money borrowed.

18 Winding up

- (1) The trust is wound up on the earlier of—
- (a) the date the trust fund has finally been exhausted; and
 - (b) the date the trustee determines with the approval of the Crown and river iwi.
- (2) On the winding up, the trustee must pay or apply the remaining capital and income of the trust fund, if any, towards the achievement of the object.

19 Governing law

The trust is governed by the laws of New Zealand.

Schedule 3**s 19****Waikato River Authority****1 Legal status**

The Authority is a body corporate separate from—

- (a) its appointers, employees, and members; and 5
- (b) the local authorities.

2 Composition of membership

(1) The Authority consists of 10 members as follows:

- (a) 1 member appointed by the Trust: 10
- (b) 1 member appointed by the trustees of the Te Arawa River Iwi Trust: 10
- (c) 1 member appointed by the Tuuwharetoa Maaori Trust Board: 10
- (d) 1 member appointed by the trustees of the Raukawa Settlement Trust: 15
- (e) 1 member appointed by the Maniapoto Maaori Trust Board: 15
- (f) 1 member appointed by the Minister in consultation with the Minister of Finance, the Minister of Local Government, and the Minister of Maaori Affairs on the recommendation of the Council: 20
- (g) 1 member appointed by the Minister in consultation with the Minister of Finance, the Minister of Local Government, and the Minister of Maaori Affairs from persons recommended by the territorial authorities (other than the Auckland Council) whose boundaries fall within, or partly within, areas marked “A” and “B” on SO plan 409144: 25
- (h) 3 members appointed by the Minister in consultation with the Minister of Finance and the Minister of Maaori Affairs. 30

(2) In appointing members to the Authority, the Minister—

- (a) may seek recommendations from persons whom the Minister considers appropriate; and
- (b) must have regard to the members already appointed to the Authority to ensure that the membership reflects a 35

- balanced mix of knowledge and experience in relation to the Waikato River; and
- (c) must ensure that at least 2 of the members appointed under **subclause (1)(f) to (h)** are ordinarily resident in the Waikato region. 5
- (3) In recommending a person for appointment as a member of the Authority, a local authority must be satisfied that the person has the skills, knowledge, or experience to—
- (a) participate effectively in the governance of the Authority and the management of its functions; and 10
- (b) contribute to the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations.
- (4) The decision of a local authority to recommend a person for appointment as a member of the Authority— 15
- (a) does not require the local authority to undertake consultation; and
- (b) does not have the effect of making the Authority a council organisation or a council-controlled organisation. 20
- (5) If the Council does not make a recommendation, the Minister may appoint a member who, in the opinion of the Minister,—
- (a) has a sound knowledge of the Waikato region and its communities; and
- (b) has the skills, knowledge, or experience to— 25
- (i) participate effectively in the governance of the Authority and the management of its functions; and
- (ii) contribute to the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations. 30
- (6) If the territorial authorities do not make a recommendation, the Minister may appoint a member who, in the opinion of the Minister,— 35
- (a) has a sound knowledge of local communities associated with the Waikato River and its catchments; and
- (b) has the skills, knowledge, or experience to—

- (i) participate effectively in the governance of the Authority and the management of its functions; and
 - (ii) contribute to the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations. 5
- 3 Method of appointment and length of membership**
- (1) A member is appointed by the appointer of the member giving a written or electronic notice to— 10
 - (a) the other appointers; and
 - (b) the Authority.
 - (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 Cessation of membership**
- (1) A member whose term of appointment has ended under **clause 3(3)(a)** continues to hold office until— 20
 - (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 Authority by giving 4 weeks' written or electronic notice to— 25
 - (a) the appointers; and
 - (b) the other members.
 - (3) A member is removed as a member of the Authority by the appointer of the member giving a written or electronic notice to— 30
 - (a) the other appointers; and
 - (b) the Authority.
 - (4) The notice must state the date on which the appointment stops.
 - (5) An appointer may give a notice under **subclause (3)** only if the appointer is satisfied that the member— 35
 - (a) has neglected his or her duty as a member:

- (b) has been guilty of misconduct:
(c) is bankrupt:
(d) is unable to carry out the functions of office.
~~(e) is under a legal incapacity.~~
- (6) **Subclause (7)** applies if— 5
(a) a member dies:
(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. 10
- (7) The appointer of the member must appoint a successor to the member as soon as reasonably practicable and within 4 weeks.
- 5 Vacancies in membership**
- (1) This clause applies if there is a vacancy in the membership of the Authority 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 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 the number of members appointed under **clause 2(1)(f) to (h)** at meetings equals the number of members appointed under **clause 2(1)(a) to (e)**.
- 6 Co-chairs** 25
- (1) Two members of the Authority are to be co-chairs.
(2) The members appointed under **clause 2(1)(a) to (e)** must designate one of their number to be one of the co-chairs.
(3) The appointer of members under **clause 2(1)(f) to (h)** must designate one of those members to be one of the co-chairs. 30
(3) A co-chair—
(a) holds office for a term of up to 3 years unless before his or her term as co-chair ends he or she ceases to be a member of the Authority; and

- (b) may hold office for further terms of up to 3 years each for so long as he or she continues to be a member of the Authority.
- (4) When designating a person to be a co-chair, those responsible for making the designation must consider the person's know- 5
ledge, experience, and expertise relevant to—
- (a) the functions and powers of the Authority; and
- (b) the role and responsibilities of a co-chair of the Authority.
- 7 Setting up meetings** 10
- (1) The Authority—
- (a) must hold 4 meetings a year; and
- (b) may hold as many more meetings as are necessary to enable it to carry out its functions and exercise its powers properly. 15
- (2) The Authority must meet within the first 2 months of each financial year.
- (3) At the initial meeting of each financial year, the Authority must adopt a schedule of meetings for the coming year.
- (4) Notices of meetings must be given as follows: 20
- (a) for the initial meeting of the financial year, the notice must be given at least 5 business days before it:
- (b) once the Authority has adopted a schedule of meetings,—
- (i) the notice must be given at least 5 business days 25
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:
- (c) the co-chairs must give the notice: 30
- (d) the notice must be given to each member:
- (e) the notice must state the date, time, and place of the meeting:
- (f) the notice must be given by hand, by post, or by an electronic means. 35

- (5) Except when the Authority is meeting to exercise its functions as trustee of the Waikato River Clean-up Trust, notices of meetings must be published in—
- (a) 1 or more daily newspapers circulating in the Waikato region; or 5
 - (b) 1 or more other newspapers that have at least an equivalent circulation in the Waikato region.
- (6) A member may waive the requirement of giving notice of a meeting to him or her.
- (7) A member may request leave of absence from a particular meeting. 10

8 At meetings

- (1) The Authority 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. 15
- (2) A resolution of the Authority is valid when the co-chairs 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. 20
- (5) The quorum for meetings ~~must consist of~~ is one of the following:
- (a) the co-chair appointed from among the members appointed under **clause 2(1)(a) to (e)**, 2 other members appointed under **clause 2(1)(a) to (e)**, and 3 members appointed under **clause 2(1)(f) to (h)** ; or 25
 - (b) the co-chair appointed from among the members appointed under **clause 2(1)(f) to (h)** , 2 other members appointed under **clause 2(1)(f) to (h)** , and 3 members appointed under **clause 2(1)(a) to (e)**; or 30
 - (c) both co-chairs, 2 members appointed under **clause 2(1)(f) to (h)** , and 2 members appointed under **clause 2(1)(a) to (e)**.
- (6) A meeting is properly constituted if a quorum is present. 35
- (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 Authority considers necessary to facilitate the efficient transaction of the meeting's business.
- (9) Except when the Authority is meeting to exercise its functions as trustee of the Waikato River Clean-up Trust, the Authority's meetings must be open to the public. 5
- (10) Despite **subclause (9)**, the co-chairs may—
- (a) exclude the public from any meeting, or any part of a meeting, of the Authority for one or both of the following reasons: 10
- (i) if attendance of the public would result in disclosure of information for which, in the co-chairs' opinion, good reason for withholding the information exists; or
- (ii) if the Authority wants to deliberate in private; 15
and
- (b) require a member of the public to leave a meeting if, on reasonable grounds, the co-chairs believe that the behaviour of the member of the public is likely to prejudice or continue to prejudice the orderly conduct of the meeting. 20
- (11) A member of the public required to leave a meeting who refuses or fails to do so or attempts to re-enter without permission may be removed by a constable or an officer or employee of the Authority. 25
- (12) For the purposes of **subclauses (10) and (11)**, **public** includes bona fide members of the news media.

9 Decision-making

- (1) Members must reach decisions pursuing— 30
- (a) the highest level of good faith engagement; and
- (b) consensus decision-making.
- (2) Members must approach decision-making in a manner that is consistent with their duty to achieve the purpose of the Authority.

- 10 Decisions by Minister and nominated person**
- (1) If the members of the Authority are unable to reach a decision as described in **clause 9(1)**, they must refer the matter to—
- (a) the Minister for the Environment or another Minister nominated by the Minister for the Environment; and 5
 - (b) a person nominated by the members appointed under **clause 2(1)(a) to (e)**.
- (2) The members of the Authority must provide the persons to whom the matter is referred under **subclause (1)** with a written statement of the matters in disagreement and the reasons for the disagreement. 10
- (3) The persons must work in good faith to resolve the matter.
- (4) If the persons reach agreement on a resolution of the matter, they must notify the Authority of the recommended resolution.
- (5) After receiving a recommendation, the members of the Authority must seek to resolve the matter. 15
- (6) If within 20 business days of receiving a recommendation the members of the Authority have not resolved the matter, the recommendation becomes binding and the Authority must give effect to it. 20
- (4) If within 30 business days of receiving a referral the persons do not reach agreement on a resolution, they must advise the Authority that the matter has not been resolved.
- 11 Members bound by decisions**
- (1) Members are bound by the decisions and recommendations made by the Authority and by recommendations that have become binding under **clause 10**. 25
- (2) Members must not take steps to undermine the decisions and recommendations.
- 12 Validity and invalidity** 30
- (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—
- (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.
- (2) A meeting is not invalid if notice of the meeting is not published as required by this Schedule or is not published in time.
- (3) Nothing done by the Authority is invalid because of—
 - (a) a vacancy in the membership of the Authority at the time the thing was done; or 5
 - (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; or 10
 - (d) a member's contravention of **clause 13(1) or (2)** .

13 Conflict management

- (1) If a member has a material interest in the carrying out of a function, exercise of a power, or making of a decision or recommendation by the Authority, the member must declare the nature of the interest— 15
 - (a) at a meeting of the Authority; and
 - (b) to the co-chairs or, if the member is a co-chair, to the member's appointer.
- (2) The member must not take part in any deliberations or proceedings, including any form of decision-making, concerning the matter in which the member has a material interest. 20
- (3) The co-chairs, or either of them, may require the member to leave the meeting.
- (4) If the member does not leave the meeting, the co-chairs, or either of them, may adjourn the meeting until the member does leave. 25
- (5) If a member contravenes **subclause (1) or (2)**,—
 - (a) his or her participation in the decision is not counted; and 30
 - (b) he or she will not be counted in the quorum present at the meeting; and
 - (c) the co-chairs must,—
 - (i) as soon as practicable after becoming aware of the contravention, report it to the appointers; and 35
 - (ii) record the contravention in the annual report of the Authority.

- (6) A material interest arises when a member—
- (a) is a party to, or will derive a material financial benefit from, the transaction or matter:
 - (b) has a material financial interest in another party to the transaction or in a person to whom the matter directly relates: 5
 - (c) is a director, officer, member, or trustee of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter:
 - (d) is the parent, child, spouse, civil union partner, or de facto partner of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter: 10
 - (e) through the member’s membership of a local authority, public body, group, organisation, or iwi has a vested interest in the subject-matter under consideration of such a nature that any decision in which the member participated would be, or would have the appearance of being, improperly influenced by the interest or connection. 15
- (7) A material interest does not arise— 20
- (a) merely because the member is a ratepayer:
 - (b) merely because the member is a member of a local authority:
 - (c) merely because the member is a member of an iwi or hapuu: 25
 - (d) merely because the economic, social, cultural, and spiritual values of any iwi or hapuu and their relationships with the Authority are advanced by or reflected in—
 - (i) the subject matter under consideration:
 - (ii) any decision by or recommendation of the Authority: 30
 - (iii) participation in the matter by the member.
- (8) Members whose appointment was recommended by, or who are members of, a local authority are not—
- (a) disqualified from participating in any decision-making by the local authority by virtue of being a member or participating in making a decision of the Authority: 35

- (b) bound by the provisions of the Local Government Act 2002 when acting or making decisions as a member of the Authority:
- (c) bound to consult with or seek direction from the local authority. 5

14 Administration

- (1) The Crown bears the reasonable operational costs of the Authority.
- (2) Members are paid out of money appropriated by Parliament.
- (3) Members are paid fees as determined by the Minister of Finance in accordance with the framework determined by the Government for the classification and remuneration of statutory and other bodies in which the Crown has an interest. 10
- (4) Members are also paid, in accordance with the framework, reimbursing allowances or actual and reasonable expenses incurred in undertaking the duties and functions of the Authority. 15
- (5) 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 Authority. 20
- (6) A member is not liable for anything done or omitted in good faith in the carrying out of the Authority's functions or the exercise of its powers.

15 Reporting and audit

- (1) No later than 4 months after the end of each financial year, the Authority must provide a report to the appointers. 25
- (2) The report must be signed by the co-chairs and include at least the following information:
 - (a) the dates and times of the meetings of the Authority that occurred during the year: 30
 - (b) details of advice given and recommendations made by the Authority during the year:
 - (c) the outcomes achieved by the Authority during the year:
 - (d) the results of monitoring carried out by the Authority during the year: 35

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- (e) any other activities undertaken by the Authority during the year:
 - (f) details (including approved and paid funding) of initiatives and activities funded during the year by the Waikato River Clean-up Trust: 5
 - (g) the annual financial statements of the Authority for the year:
 - (h) the annual financial statements of the Waikato River Clean-up Trust for the year:
 - (i) for each member, the total value of fees, allowances, reimbursements, or other benefits paid or payable to the member during the year: 10
 - (j) the Auditor-General's audit report for the year:
 - (k) any other information that is necessary to enable an informed assessment to be made of the operations and performance of the Authority for the year. 15
- (3) The Authority must publish every report.
 - (4) No later than 6 months after the end of each financial year, the Authority must hold an annual meeting.
 - (5) Notices of the annual meetings must be given as follows: 20
 - (a) to the appointers at least 10 business days before the meeting is to be held; and
 - (b) by the co-chairs; and
 - (c) by hand, by post, or by an electronic means.
 - (6) Notices of the annual meeting must include the annual reports and any other information that the Authority considers the appointers may require to assess the activities of the Authority during the year. 25
- 16 Access to information**
- (1) A member of the public may, without payment of a fee, inspect, during normal business hours,— 30
 - (a) at least 2 business days before a meeting of the Authority, copies of agendas and reports circulated to members relating to the meeting; and
 - (b) copies of minutes of a meeting or part of a meeting, except for minutes covering periods when the public was excluded. 35

- (2) The co-chairs of the Authority may classify reports, minutes, or documents or parts of reports, minutes, or documents, or classes of document as confidential, in which case they must be withheld from inspection by a member of the public.
- (3) A member of the public who inspects a document may take notes and, on payment of any fee the Authority may prescribe, obtain from the Authority a copy of any part of a document inspected by the member of the public. 5
- (4) Defamatory matter in a document inspected by a member of the public under **subclause (3)** is privileged unless, in proceedings for defamation in respect of the publication, the plaintiff proves that, in publishing the matter, the defendant was predominantly motivated by ill will towards the plaintiff. 10
- (5) An oral statement made at a meeting of the Authority in accordance with the procedure for the conduct of meetings approved by the Authority is privileged unless, in proceedings for defamation in respect of the statement, the plaintiff proves that, in making the statement, the defendant was predominantly motivated by ill will towards the plaintiff. 15
- (6) The privilege conferred in this clause is in addition to and not in substitution for or derogation from any other privilege, whether absolute or qualified, that applies to the proceedings of the Authority by virtue of any other enactment or rule of law. 20
- 17 First steps** 25
- (1) The terms of membership of the initial members are as follows:
- (a) for the purposes of **clause 2(1)(a)**, the initial member is appointed for a term of 5 years:
- (b) for the purposes of **clause 2(1)(b) and (c)**, the initial members are appointed for terms of 2 years: 30
- (c) for the purposes of **clause 2(1)(d) and (e)**, the initial members are appointed for terms of 3 years:
- (d) for the purposes of **clause 2(1)(f) and (g)**, the initial members are appointed for terms of 2 years: 35
- (e) for the purposes of **clause 2(1)(h)**, the initial members are appointed for terms of 3 years.

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- (2) The Authority must have its first meeting within 3 months of the commencement date.
- (3) The initial co-chairs are—
- (a) the member appointed under **clause 2(1)(a)**; and
 - (b) the member appointed under **clause 2(1)(h)** designated 5
by the appointer of members under **clause 2(1)(h)** to be
an initial co-chair.
- (4) For not less than 5 years following the commencement date, the member appointed under **clause 2(1)(a)** is the designated co-chair under **clause 6(2)**. 10
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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~~, relevant local authorities, and appropriate agencies must meet to discuss the preparation of a draft plan; and

(b) ~~Waikato-Tainui and the relevant departments and local authorities~~, relevant local authorities, and appropriate agencies 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

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(1) When ~~Waikato-Tainui and the relevant departments and local authorities~~, relevant local authorities, and appropriate agencies have prepared the draft plan, they—

(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~~ and the relevant departments, relevant local authorities, and appropriate agencies think appropriate; and 20

(c) must ensure that the draft plan is available for public inspection. 25

(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

(b) state that interested persons or organisations may lodge submissions on the draft plan— 30

(i) with ~~Waikato-Tainui or the relevant departments and local authorities~~, relevant local authorities, or appropriate agencies:

(ii) at the place specified in the notice:

(iii) before the date specified in the notice; and 35

- (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. 5
- 3 Approval of plan**
- (1) Waikato-Tainui and the relevant departments ~~and local authorities~~, relevant local authorities, and appropriate agencies must consider submissions made under **clause 2**, to the extent to which they are consistent with the purpose of the plan. 10
- (2) Waikato-Tainui and ~~the relevant Ministers~~, as applicable, the relevant Minister or the Council or the appropriate agency may then approve the plan.
- (3) Waikato-Tainui and the relevant departments ~~and local authorities~~, relevant local authorities, and appropriate agencies— 15
- (a) must notify the plan by giving public notice; and
- (b) may notify the plan by any other means that Waikato-Tainui ~~or the relevant departments and local authorities~~ and the relevant departments, relevant local authorities, and appropriate agencies think appropriate. 20
- (4) The public notice must—
- (a) state where the plan is available for public inspection; and
- (b) state when the plan comes into force. 25
- (5) The plan—
- (a) must be available for public inspection at the local offices of the relevant departments ~~and local authorities~~, relevant local authorities, and appropriate agencies; and
- (b) comes into force on the date specified in the public notice. 30
- 4 Review of, and amendments to, plan**
- (1) Waikato-Tainui and the relevant departments ~~and local authorities~~, relevant local authorities, and appropriate agencies may at any time agree to review and, if necessary, amend the plan or any component of the plan. 35

- (2) Neither Waikato-Tainui nor the relevant departments ~~and local authorities~~, relevant local authorities, or appropriate agencies may unreasonably withhold their agreement under **subclause (1)**.
- (3) Waikato-Tainui and the relevant departments ~~and local authorities~~, relevant local authorities, and appropriate agencies must start a review of the plan—
- (a) within 5 years after the date on which the plan comes into force; and
 - (b) within 5 years after the previous review is completed by—
 - (i) a decision that the plan does not need to be amended; or
 - (ii) the approval of an amended plan.
- ~~(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.~~
- (4) Waikato-Tainui and the relevant departments, relevant local authorities, and appropriate agencies doing a review under **subclause (1) or (3)** must apply **clauses 1 to 3**, modified as necessary, to the review.
- (5) If Waikato-Tainui and the relevant departments, relevant local authorities, and appropriate agencies agree as a result of the review that the plan should be amended in a material way, the amendment must be approved under **section 25(2)**.
- (6) If Waikato-Tainui and the relevant departments, relevant local authorities, and appropriate agencies agree that the plan should be amended in a way that is not material, they must apply **clause 3(3) to (5)**, modified as necessary, to the proposed amendment and the amendment need not be approved under **section 25(2)**.

Schedule 6

s 49

Consequential amendments

Amendment to Act

Resource Management Act 1991 (1991 No 69)

Schedule 1, clause 10: add:

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

Treaty of Waitangi Act 1975 (1975 No 114)

Schedule 3: add:

“Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act **2008**, **section 44(2)**.”

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Amendment to regulations

Fisheries (Kaimoana Customary Fishing) Regulations 1998 (SR 1998/434)

Regulation 4(1A): revoke and substitute:

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“(1A) However, these regulations do not limit any regulations made under—

“(a) section 74 of the Te Arawa Lakes Settlement Act 2006, to the extent to which the later regulations relate to included species in the Te Arawa fisheries area:

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“(b) **section 47(2)** of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act **2008**.”

**Waikato-Tainui Raupatu Claims (Waikato
River) Settlement Bill**

Legislative history

23 September 2008	Introduction (Bill 302–1), first reading and referral to Māori Affairs Committee
10 February 2010	Interim report of Māori Affairs Committee
24 March 2010	Reported from Māori Affairs Committee (Bill 302–2)
20 April 2010	Second reading
27 April 2010	Committee of the whole House (Bill 302–3)
