

**MANIAPOTO**  
**and**  
**THE MANIAPOTO MAORI TRUST BOARD**  
**and**  
**THE SOVEREIGN**  
**in right of New Zealand**

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**DEED IN RELATION TO**  
**CO-GOVERNANCE AND CO-MANAGEMENT OF**  
**THE WAIPA RIVER**

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**27 SEPTEMBER 2010**



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DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

**DEED IN RELATION TO  
CO-GOVERNANCE AND CO-MANAGEMENT  
OF THE WAIPA RIVER**

**THIS DEED** is made between

**MANIAPOTO**

and

**THE MANIAPOTO MAORI TRUST BOARD**

and

**THE SOVEREIGN** in right of New Zealand



## 1 THE CONTEXT OF THIS DEED

Ko te mauri, ko te waiora o te Waipa ko Waiwaia

Ko Waipa te toto o te tangata! Ko Waipa te toto o te whenua,  
koia hoki he wai Manawa whenua!

Ko Waipa tetehi o nga taonga o Maniapoto whanui.

### REASONS FOR THIS DEED

- 1.1 Te Awa o Waipa is a taonga to Maniapoto. Maniapoto have a deep felt obligation and desire to restore, maintain and protect all of the waters that flow and/or fall within the Maniapoto rohe (Nga Wai o Maniapoto), whether the waters are above, on or underground. Te Mana o Te Wai (The quality and integrity of the waters) is paramount. The obligation includes the waters that flow into and form part of the Waipa River.
- 1.2 Maniapoto and the Crown maintain their own viewpoints in respect of the Waipa River that converge in the objective to restore and maintain the Waipa River. The parties agree that protective measures are necessary to safeguard the Waipa River from further deterioration, and that the co-governance and co-management arrangements anticipated in this Deed will provide for the restoration and maintenance of the Waipa River.
- 1.3 On 22 August 2008, the Crown and Waikato-Tainui signed a Deed of Settlement with respect to the Waikato River that provides for co-management in relation to the Waikato River. The overarching purpose of that settlement is to restore and protect the health and wellbeing of the Waikato River for future generations.
- 1.4 A key component of the agreement in principle between the Crown and Waikato-Tainui signed on 16 December 2007 was the formation of the Guardians Establishment Committee (GEC). The GEC had the lead role and function of developing the Vision and Strategy for the Waikato River and the Waipa River from the junction of the Puniu River to the confluence with the Waikato River. By virtue of their interests and association with the Waipa River from its junction with the Puniu River, Maniapoto were represented by one member on the GEC.
- 1.5 On 4 September 2008 Maniapoto and the Crown initialled an agreement in principle for co-governance and co-management of the whole of the Waipa River. The terms of the agreement in principle reflect the mana of Maniapoto in respect of the Upper Waipa River.
- 1.6 In early 2009, the new Government commissioned an independent panel to review the various co-management arrangements entered into between Waikato River iwi and the Crown. As a result of the recommendations made by the independent panel, the Crown sought to re-engage with Waikato River iwi in respect of co-management arrangements for the Waikato River.



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 1.7 This re-engagement led to the signing of a new deed of settlement with Waikato-Tainui on 17 December 2009. This deed replaced the deed signed on 22 August 2008 and contained a revised co-governance structure based on recommendations made by the independent panel.
- 1.8 On 3 November 2009 Maniapoto and Crown entered into an updated agreement in principle for co-governance and co-management of the Upper Waipa River which took into account the recommendations of the independent panel while continuing to reflect the mana of Maniapoto in respect of the Upper Waipa.
- 1.9 The Waipa River is a significant contributor to the waters of the Lower Waikato River and will have a significant impact on the effectiveness of the Vision and Strategy, and other arrangements to restore and protect the health and wellbeing of the Waikato River.
- 1.10 Maniapoto acknowledge that the restoration and maintenance of the Waipa River, as part of a larger catchment, needs to be coordinated with the management of the Waikato River. This whole of river approach is consistent with the desire of Maniapoto to keep intact the mauri of the Waipa River in its entirety.
- 1.11 The relationship between Maniapoto and the Waipa River is historic, intellectual, physical and spiritual. Historically, Te Mana o Te Wai was such that it provided all manner of sustenance to Maniapoto including physical and spiritual nourishment that has, over generations, maintained the quality and integrity of Maniapoto marae, whanau, hapu and iwi.
- 1.12 This deed does not address nor preclude further discussion about title or ownership. Maniapoto do not accept they have ever ceded authority or rights of ownership over the Waipa River, or its tributaries, to anybody. They have never agreed to cede their authority over or rights in the Waipa River or its tributaries.
- 1.13 The Crown believes that it has responsibilities in relation to the Waipa River on behalf of the regional community and the nation as a whole. There are also existing statutory frameworks and ongoing Treaty of Waitangi obligations. In recognising the importance of the Waipa River and its catchment, the Crown considers that a new era of co-governance and co-management in respect of the Waipa River is an appropriate way to secure the longer-term sustainability and health and wellbeing of the Waipa River for present and future generations.

### **CLAIMS OF MANIAPOTO**

- 1.14 Maniapoto and the Crown acknowledge that:
- 1.14.1 this deed relates to the establishment of a co-governance framework and co-management arrangements for the Waipa River;
- 1.14.2 Maniapoto and the Crown have not yet had the opportunity to negotiate in relation to the historical claims of Maniapoto to the Waipa River, nor their other Treaty of Waitangi claims; and



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 1.14.3 to avoid doubt, nothing in this deed limits the ability or obligation of the Crown to provide redress to Maniapoto in settlement of their claims to the Waipa River, or other historical Treaty of Waitangi claims, or the nature of that redress.

### **CROWN ACKNOWLEDGEMENTS**

- 1.15 The Crown acknowledges that in the view of Maniapoto, Maniapoto has a relationship with, and interests in, the Waipa River in its entirety.
- 1.16 The Crown acknowledges that only Maniapoto can represent Maniapoto interests.
- 1.17 The Crown acknowledges and respects the deeply felt obligation of Maniapoto to restore and maintain the waters that flow into and form part of the Waipa River.
- 1.18 The Crown acknowledges that the relationship of Maniapoto with the Waipa River and Waiwaia is significant and enduring. The Crown seeks to establish a co-governance framework and co-management arrangements that recognise and sustain this relationship.
- 1.19 The Crown acknowledges the importance to Maniapoto of the Waipa River. To Maniapoto the Waipa River has mana and in turn represents the mana of Maniapoto. The Crown acknowledges that, to Maniapoto, the Waipa River is a single indivisible entity that flows from Pekepeke to its confluence with the Waikato River and includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, fisheries, vegetation, floodplains, wetlands, islands, springs, geothermal springs, water column, airspace and substratum as well as its metaphysical elements with its own mauri.
- 1.20 The Crown acknowledges that the pollution, degradation and development of the Waipa River have resulted in the decline of its once rich fisheries and other food sources which had for generations sustained the people and their way of life and their ability to meet their obligations of manaakitanga; and that the decline has been a source of distress to Maniapoto.
- 1.21 The Crown acknowledges that to Maniapoto, their relationship with the Waipa River, and their respect for it, gives rise to their responsibilities to protect Te Mana o Te Wai and to exercise their kaitiakitanga in accordance with their long established tikanga. Their relationship with the Waipa River and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture.
- 1.22 The Crown acknowledges that the deterioration of the health of the Waipa River, while the Crown exercised overall responsibility for the management of the Waipa River, has been a source of distress for the people of Maniapoto.
- 1.23 The Crown acknowledges that the acquisition of land along the Waipa River has disassociated the people of Maniapoto from their River, led to the flooding of particular culturally significant sites and impeded and altered the natural flow of the Waipa River. This is a further source of distress to the people of Maniapoto.



## **DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

- 1.24 The Crown acknowledges and respects the deeply felt obligation of Maniapoto to protect the Waipa River. The Crown seeks by this deed to recognise and sustain the special relationship Maniapoto have with the Waipa River. The Crown undertakes to provide assistance to, and to work with, Maniapoto to assist the restoration of their kaitiakitanga.
- 1.25 The Crown acknowledges the commitment of Maniapoto to integrated management in respect of the Waipa River.
- 1.26 The Crown acknowledges Maniapoto as its partner under the Treaty of Waitangi and the co-governance framework and co-management arrangements for the Waipa River are a reflection of this Treaty relationship.
- 1.27 The Crown acknowledges that existing mechanisms under the Resource Management Act 1991 that would enable Maniapoto to exercise or share in the exercise of powers, functions and duties of local authorities under that Act in relation to the Waipa River have not been utilised and that existing provisions of the Local Government Act 2002 requiring local authorities to promote participation in their decision-making processes by Maori have not resulted in Maniapoto having influence on decisions affecting the Waipa River. The Crown affirms its commitment to facilitating the involvement of Maniapoto in the co-governance framework and co-management arrangements provided through this deed.

## **THE RELATIONSHIP BETWEEN OTHER IWI AND THE WAIPA RIVER**

- 1.28 Recognition of the relationship between Maniapoto and the Waipa River by the Crown is not intended to affect the rights and interests of other iwi, but is intended to reflect a unity of purpose to restore and maintain the Waipa River.

## **INTEGRITY OF THE AGREEMENT**

- 1.29 This deed aims to enhance the relationship between Maniapoto and the Crown.
- 1.30 Maniapoto and the Crown share a commitment to act:
- 1.30.1 to protect the integrity of this deed; and
  - 1.30.2 in a manner that is consistent with and achieves co-governance and co-management of the Waipa River.





## 2 STATEMENTS OF SIGNIFICANCE OF THE WAIPA RIVER

### SIGNIFICANCE OF THE WAIPA RIVER TO MANIAPOTO

- 2.1 The Waipa River is of deep cultural and historical significance to Maniapoto.
- 2.2 That significance is expressed in the following statements:

#### **KO TE PURONGO TIKANGA – TE AWA WAIPA**

Ea mai te awa Waipa i te puna Pekepeke i runga o Maraeroa te kainga tawhito i Taporaroa, i muri ra o Rangitoto maunga. Ka rere, ka heke ki raro i te waahi o Parakiri. Ka rere tonu ka tae atu ki te hononga ki Otamaroa, i konei nga marae tawhito a Tieke-iti me Tieke-rahi kei Horokino. Haere tonu ki nga wharuarua o Waipa ka tutuki ki Okurawhango. Rere tonu ka hono ki te Tunawaea. I konei te ara tangata ko te Heiuru. Haere tonu atu ki te waahi pupuri o nga wai ki nga Hapahapai o Tarapikau. Ka rere ki raro ki te hononga ki te Waimahora haere tahi ka tae atu ki te kainga e karangahia nei, a nga kaumatua ko Tangitehau. Ka muri ka tae atu ki te Hokinga mai ki te Nehenehenui ki Otewa. Haere tonu atu ka kite atu i tera o nga kainga o te Kotahitanga. Muri mai ko te kuia nei a Parewaeono, e tu ana i tona Papa i Te Keeti. I konei ka tapiri mai te Mangawhero me te Mangapu i kawe nei te ihi o Manga-o-Kewa. Ka rere tonu te Waipa ki raro te puke toka o Mataiwhetu ki Tarewaanga. Ka tuhono mai te awa o Waitomo, haere tonu atu ki Kahotea, tae atu ki Te Kopua, te tupuna a Unu. I Konei ka tutuki atu ki te awa a Moa-kura-rua. Haerere tonu ki Purekireki ki Pirongia o Kahu, ki Whatiwhatihoe te waahi pakanga o Ngapuhi i Matakītaki. Haere tonu atu ki Te Rore ki Ngahinapouri, ka tae atu ki te Papa-o-Rotu ki Whatawhata ko Ngati Mahanga. Rere tonu ki Te Kowhai. No muri mai ki te marae a Otangirau ki Waikeri ko Ngati Reko. Ka puta atu ki te Puaha o Waikato ki Ngaruawahia, i te turangawaewae o te Kingitanga.

Ko Kahupekarere i whakatau te mauri ki Pekepeke.

*Kahupekarere  
Rakamaomao  
Kakaati  
Tawhao  
Turongo  
Raukawa  
Rereahu  
Maniapoto*

*Tenei ano te korero ko te ahua o Waiwaia, he ahua miharo rawa atu. E kore, e kore te tangata e kaha ki te whakamarama atu ki te tino ahua o tenei mauri. I ai ki tetehi korero kei nga kare o nga wai e rere pīatata mai, i raro iho nga hihi a Tamanui a Marama hoki, koina a Waiwaia. Kei nga rerewai ka kite mai te tangata i nga aniwaniwa i puta mai i roto. Koia ano a Waiwaia. Heoi ano ko te tino ataahua o Waiwaia ko te wai. E kore tatou i te wai e kore tatou e orana.*

*Te whakatauki: "Ko te mauri, ko te waiora o te Waipa ko Waiwaia"*

Na Piripi Crown enei korero



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### **Statement of Significance of the Waipa River to Maniapoto**

The Waipa begins from the spring Pekepeke situated on Maraeroa at the ancient home of Taporaroa at the foot of Rangitoto mountain. It flows on to a place called Para-kiri and on to where it meets the Otamaroa stream. In ancient times stood the marae Tieke-iti and Tieke-rahi at Horokino. It flows on down through the Waipa valley and on its right it is joined by the Okurawhango and on its left joined by the Tunawaea. In times past an ancient pathway travelled by our ancestors named Te Heiuru was here. Flowing on until eventually resting against the natural formation of stone at Hapahapai o Tarapikau before being released to carry on to join the Waimahora stream. Then flowing on past the home our ancestors called Tangitehau then arriving at Otewa and the house named Te Hokinga mai ki te Nehenehenui. Continuing on you are able to see the homestead Te Kotahitanga on the hill. Shortly after, the river continues past Parewaeono standing on its site at Te Keeti. The Waipa is then joined by the Mangawhero and the Mangapu which carries the essence of the Manga-o-Kewa. Flowing on, the Waipa then arrives at the rocks of Mataiwhetu where stands Tarewaanga marae. Then joined by the Waitomo stream, on to Kahotea then on to Te Kopua where stands the tupuna whare Unu. Here it is joined by Moa-kura-rua. Carrying on and arriving at Purekireki below the mountain of Pirongia o Kahu where also stands Whatiwhatihoe, once the home of King Tawhiao. Then joined by Matakītaki the place of battle with Ngapuhi. Carrying on arriving at Te Rore followed by Ngahinapouri on to Te Papa-o-Rotu at Whatawhata where lives Ngati Mahanga. On to Te Kowhai past the marae Tangirau known also as Waikeri and the people of Ngati Reko. Finally converging with the Waikato at Ngaruawahia the footstool of the Kingitanga.

*At Pekepeke, it was Kahupekarere that installed the essence Waiwaia*

*Kahupekarere  
Rakamaomao  
Kakaati  
Tawhao  
Turongo  
Raukawa  
Rereahu  
Maniapoto*

*Describing the likeness Waiwaia, it was recounted as having an amazing appearance. No person really had the ability to find the suitable words to describe the appearance of Waiwaia. One attempt however talks of the ripples of the water reflecting in the sun under the moonlight as being the penultimate description. Rainbows that appear in the waterfall also portrayed the likeness. But the most important part of Waiwaia was that it was the water itself and without it man could not survive.*

*The proverb: "The essence and wellbeing of the Waipa is Waiwaia".*

Received from Piripi Crown



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Waiwaia is the personification of the waters of the Waipa.

na Robert Te Hautonga Koroheke

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“The awa Waipa, during most of us young kids growing up was our play ground. My old kroua & me as a nipper would set off from the end of Te Kawa St. in Otorohanga & fish down stream for ingunga (whitebait) with our manuka poles and a scrimm net. Me against the river bank & the old fulla would swim as far as the net, muttering all the time (Karakia) then swim in toward me calling out to me all this time, "hold the pole boy".

For tangihanga us kids would be sent to the river for blessing wai & be told exactly where to fill the glass jars from.

A mile or so down stream we would reach our tupuna marae Taarewanga. For tuna, him & I would set our hinaki below the local butchers slaughter house...

During the 2nd war & rationing we used the awa for kai as often as we could.

Ngati Unu Ngati Ngawaero's significant tuna pa structure can be viewed if the river level drops during a dry spell, in this awa.

The 1958 flood changed all that.”

Na George Searancke enei korero

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“Ko Parewaeono tetahi o ngaa tupuna whare e tuu tata nei kite Awa o Waipaa ki Otorohanga. I toona wa, i moe ai tenei puhi kia Te Koorae, ka puta ki waho ko o raatou uri. Koenei etahi o ngaa kaitiaki tawhito o te awa tipua mai neheraa. Ka tika me mihi atu ki Te Koorae, he tupuna, he taniwha, he kaitiaki wairua, toona moenga kei te taha o toona hoa, te tupuna whare a Parewaeono.

Ko Waipaa tetahi o ngaa taonga o Maniapoto whaanui. Ko toona kaitiakitanga ka noho tonu kei ngaa ringaringa atawhai o hapuu e noho tonu kei toona taha. He awa waiwhakaiho, he awa puurea. Ko Waipaa too maatou awa poroporoakinga wairua, too maatou awa mihinga tangata. E rere nei e Wai, mai too mataapuna, kite hononga ki Waikato, puta atu kite Moana Nui A Kiwa. E rere, rere tonu e.



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Translation.....

Parewaeono is one of the ancestral houses which stand as a sentinel beside the Waipa river at Otorohanga. In her time Parewaeono married Te Koorae brother of Te Kanawa and they had many children. These descendants make up the ancient guardians of the central reaches of the Waipa River and have carried this responsibility since time immemorial. Let me bid homage to the taniwha Te Koorae, the ancient one, the spiritual guardian of the central reaches of the Waipaa whose resting place remains beside his beloved Parewaeono at Te Keeti Marae.

Waipa is a Maniapoto taonga. Its ancestral guardianship rests within the hands of those hapuu who still reside her banks. Waipa is a sacred river where the tohi rituals were performed, where the umbilical rites were observed, where the purification rituals were undertaken.

Waipa is the river which chants its farewell to our departed ones, the river whose murmuring waters bid welcome to our newborn, and to our illustrious visitors from afar. Flow on make your way o "Wai" from your well spring in the lands of Rereahu on the slopes of Rangitoto, to the confluence of the Waikato and finally out to the great sea of Kiwa. Flow, flow onwards."

Na Paora Tai enei korero

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### **Te Mana Tuku Iho o Waiwaia**

Ancestral authority handed down from generation to generation in respect of Waiwaia, Guardian of the Waipa River.

Waiwaia's importance to Maniapoto is boundless. The Waipa River, through Waiwaia, provides for its people the necessary instruments of life: -

- Its clear running water abound with food of countless descriptions
- Its flat, arable fertile lands growing bountiful crops
- Its waters yielding to river-travelling canoes of varying sizes
- Forests that sustain infinite birds of diverse breeds and colours
- Its clear running waters giving out a spiritual essence in reverence of its people in times of conflict and strife
- Dexterity to sustain life in all shapes and forms.

Waiwaia is the spiritual guardian of all things that are the Waipa River, notwithstanding what it provides and represents to all.

(Maniapoto will again stand tall on its river)

Na John Kaati enei korero



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### **He aha te hiranga o te awa o Waipā ki ahau ki a Maniapoto nei?**

Me pēnei te whakautu:

“Mehe atua rere rangi au ka hārewa ki runga rawa! Ka titiro iho au! Tērā e takoto rā ko tōku awa, ko Waipā, e haehae ana i te uma o te whenua tupu. E matawai ana āku karu i te tirohanga ahurei, he aroha ki te awa e rere kōpikopiko atu rā.

Ka kai atu āku karu ki ngā kōpua o te awa ko ngā paenga rau o Waiwaia; te atua ārau kai mā te iwi. Ko ngā kōwhatu o te awa he urunga ngohengohe mō tōku pane. Ko ngā āria o te awa he moenga whakahou wairua mō tōku tinana. Ko te awa te pā whakawairua o te iwi! Ka ora ahau e te awa, e tāki wai ki tawhito, e tāki wai ki tupua, tāki waiora, e!

Ko te orowaru ka mataaho mai ki āku taringa. Nā roto ana mai ko te tāwara ō te kōrero o nehe, o nahe, o tawhitorangi! Ka kipa te ngākau ki te whakapuaki, ‘Ko te awa he whare wānanga, he whare kōrero, te whakatihī o te kupu, e!’

Ko Waipā te toto o te tangata! Ko Waipā te toto o te whenua, koia hoki he wai manawa whenua! He wai tohi mauri hei whakamau i te waiora o te kanoi atua ki te iwi. He wai tohi tāngaengae kia whai ora ai ngā uri o Maniapoto. Ko te wai iara hei whakapūmau i te ruru o te ihonga tangata, e!

Ko te pū o te awa, kei te take o Rangi-toto-o-Kahu, ko Te Pekepeke! Tukua atu rā kia rere ko te Kauhanga-nui, ko te Kauhanga-roa! Ko te wai pounga hoe o ngā tini wharaunga o Te Āti Rahi Mania’ o tuawahakarere. Tukua atu rā kia rere whakararo atu ki te kōmitimititanga o ngā roma ki Waikato kei te aroaro o tōku Ariki, e!

E rere rā e te wai ki te uru ki te raro! Whakaputa atu rā i Te Puaha ki a Tangaroa i whatia i nuku tai mārōrō, ki te marae o Hine-kirikiri, e.

Hōatu! Hōatu ki tua o tawā tawhiti, e!”

Na Shane Te Ruki enei korero

### **What is the significance of the Waipā to Maniapoto?**

Let me answer in this way:

“Like a flying god I wing my way into the heavens above! I gaze down below! There below lies my river Waipa, cutting her way over the breast of my native land. My eyes brim with tears at the vision of splendour, ‘tis the love for my river that meanders away.

My eyes gaze intently upon the deep pools of the river they are the myriad lairs of Waiwaia; the god who gathers food for the people. The rocks of the river are an easy pillow for my head. The deep stretches of the river are a bed that rejuvenates my spirit and body. I am sustained by the river, by taking the waters of the ancients, drawing the waters of the gods, by procuring the very water of life!



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

The rippling waters are clearly heard by my ears. Within the rippling I hear the murmurs of the past, of day gone, of times long ago! Thus the heart is prompted to proclaim, 'The river is an institution of tradition, an institution of knowledge, a festal board of treasured wisdom!'

Waipā she is the life blood of the people. Waipā she is the life blood of the land, verily she is! Indeed she is the unfailing spring of the earth! She is the water that anoints the thymos of man to bind to the tribe the waters of life that issues forth from the lineage of the gods. She is the water that blesses the umbilical cord to ensure the health of the descendants of Maniapoto. 'Tis the water that permanently renders the knot of the navel chord secure and fast.

The source of my river is at the foot of Rangitoto, it is Te Pekepeke! Let her flow on she is the Kauhanga-nui (the Great passage) the Kauhanga-roa (the Long passage)! The waters ploughed by the paddles of the many flotillas of Ngāti Maniapoto of times passed. Let her flow northwards to where the currents do mingle within the Waikato there before the countenance of my King.

Flow on oh waters to the north and to the west! Go out from Te Puaha to Tangaroa who lies broken upon the shore, and to courtyard Hine-kirikiri. Go on! Go on depart for distant place far away!"

Na Shane Te Ruki enei korero

---

### **Waipā**

*He pikinga wairua, he haringa ngākau, he oranga tinana nō te awa nei.*

I taku whānautanga i Huipūtea i te tau 1953, kāore i kotahi rau iāri te tata ki te Waipā. Nā taku whaerēre au i wharitea ai ki ōna wai, ka whaiora ai taku wairua. Me ngā kupu a ngā tūpuna- mātua, mē he raruraru, 'Haria ki te wai.' 'Tukua mā Waiwaia e ea ai.'

Nā tāna 'pā' i tōna pahūtanga mai i te whenua ka tapangia ai ia ki tōna ingoa a 'Waipā'. Mai i reira ki tōna whakahuitanga ki ngā wai o Waikato, tupu ake ai au, takahia ai e au, korikorihia ai e au, kauhoengia ai, hoe kōpapangia ai ōna tahataha me ōna karekare, ka whaiora ai taku ngākau. Ko ia nei ko taku papa tākaro.

Kāore rawa au i hiakai. Whakaakongia ai au e aku mātua tūpuna me aku tuākana, tuāhine te whai i ōna tahataha, i ōna ia ki te mahi kai. He haumako, he makuru; kāore he mutunga o ngā tūmomo kai, te īnanga, te tuna, te koura wai Māori, te kōwhitiwhiti (arā te wātakirihi Māori), te taraute, te pārera, ka whaiora ai taku tinana. Ko te pātaka kai o te iwi tēnei awa i taua wā, me ōna pekanga, tae atu ana ki ōna repo puta noa.



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Haringia ai au e aku mātua otirā e aku whaea, e aku rūruhi ki ōna marae, ki ōna tāngata, ko ngā kupu mō reira:

ko 'Te Hokinga mai ki Te Nehenehenui' te marae - ko Ngāti Paretāpoto te hapū;  
ko 'Te Kotahitanga o te iwi i raro i te Kīngitanga' - ko Ngāti Urunumia;  
ko 'Te Keeti' - ko Ngāti Parewaeono;  
ko 'Taarewaanga' – ko Ngāti Hinewai;  
ko 'Kahotea' – ko Ngāti Apakura, ko Ngāti Hinetū;  
ko 'Te Kopua' – ko Ngāti Ngāwaero;  
ko 'Mangatoatoa' – ko Ngāti Paretekawa;  
ko 'Hīona' – ko Ngāti Pourāhui;  
ko 'Pūrekireki-Wīwī' – ko Ngāti Apakura;

me te tāpiritanga atu o ā rātou whakamārama mai, he wāhine katoa ēnei o ngā tūpuna – mauri ora!

Kei ēnei rā, kua kore haere te mana o ngā tūpuna, kua ngoikore te mauri o te awa. He ahakoa taku noho pātata tonu ki a ia i tēnei rā tonu nei, kua kore ahau me aku huānga e haere ki te awa ki te mahi kai, ki te kori, ki te whai oranga wairua rānei!

Hei whakamutunga ake i ēnei kupu korekore noa āku, me kaha tātou ki te whakahoki i te oranga tinana, te haringa ngākau, te pikinga wairua ki tō tātou nei awa –

Paimārire.

Tom Roa  
Te Kōwhai  
Whiringa-ā-nuku  
2009

- 2.3 The Crown recognises the significance of the Waipa River to Maniapoto as exemplified in the statements of significance contained in clause 2.2. On this basis the Crown enters into the co-governance framework and co-management arrangements with Maniapoto set out in this deed.



### **3 PURPOSE AND SUMMARY OF DEED**

#### **OVERARCHING PURPOSE**

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

#### **GUIDING PRINCIPLES OF INTERPRETATION**

- 3.2 This deed and the Maniapoto legislation must be interpreted in a manner that best furthers the overarching purpose.
- 3.3 In the overarching purpose:
- 3.3.1 the phrase “the waters that flow into and form part of the Waipa River” refers to the connected and flowing body of water that comprises the Waipa River together with all its associated waters and water columns, including those flowing through its floodplains and the Maniapoto karst, streams, waterways, tributaries, springs, geothermal springs, watercourses, and lakes but does not include any unconnected waters or artificial watercourse such as an irrigation canal, water supply race, canal for the supply of water for electricity power generation, or farm drainage canal;
- 3.3.2 reference to “the mana tuku iho o Waiwaia” means the ancestral authority and prestige handed down from generation to generation in respect of Waiwaia, as described in the statements of significance; and
- 3.3.3 “Waiwaia” refers to the essence and wellbeing of the Waipa River; to Maniapoto Waiwaia is the personification of the waters of the Waipa River, its ancient and enduring spiritual guardians.
- 3.4 In this deed “kaitiakitanga” embodies principles of guardianship, to care for and protect the Waipa River and all its elements as an intergenerational responsibility to assure the sustainability of the Waipa River as a taonga of Maniapoto and requires Maniapoto participation in decision-making processes related to the Waipa River.

#### **CO-GOVERNANCE AND CO-MANAGEMENT**

- 3.5 This deed reflects the commitment of Maniapoto and the Crown to enter a new era of co-governance and co-management over the Waipa River. The successful implementation of co-governance and co-management requires a new approach. The arrangements in this deed provide a foundation for future co-governance and co-management relationships between Maniapoto and the Crown, relevant local authorities and other agencies, but do not preclude those parties entering into co-governance and co-management arrangements beyond the scope of this deed.





## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### **CO-GOVERNANCE**

- 3.6 Maniapoto and the Crown acknowledge their commitment to enter into a new era of co-governance to set the primary direction to achieve both:
- 3.6.1 the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia; and
  - 3.6.2 the restoration and protection of the health and wellbeing of the Waikato River for future generations.

### **CO-MANAGEMENT**

- 3.7 Maniapoto and the Crown acknowledge their commitment to enter into a new era of co-management to:
- 3.7.1 implement the direction set under the co-governance framework;
  - 3.7.2 promote the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia;
  - 3.7.3 promote the restoration and protection of the health and wellbeing of the Lower Waipa River, as a tributary of the Waikato River, for future generations; and
  - 3.7.4 further the principles set out in clause 3.9.
- 3.8 Co-management requires a commitment to working in partnership, and in a spirit of collaboration. The successful implementation of co-management, and of the arrangements proposed under this deed, require a new approach to management of the Waipa River. Accordingly, Maniapoto and the Crown acknowledge that co-management includes:
- 3.8.1 a collaborative approach that reflects partnership;
  - 3.8.2 the highest level of good faith engagement; and
  - 3.8.3 consensus decision-making as a general rule,

while having regard to statutory frameworks and kaitiakitanga responsibilities of Maniapoto and other iwi.



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### **GUIDING PRINCIPLES FOR CO-GOVERNANCE AND CO-MANAGEMENT**

3.9 The implementation of the co-governance framework will, in relation to the Waipa River, be guided by the following principles:

3.9.1 principles to do with mana, namely:

- (a) respect for the mana of Waiwaia and recognition that Waiwaia is the mauri and waiora of the Waipa River;
- (b) respect for the mana of Maniapoto and recognition of the significance of the Waipa River to the mana of Maniapoto; and
- (c) recognition that Maniapoto have their own distinct relationship with the Waipa River and that the area encompassing the Upper Waipa River is distinct and the particular characteristics of the Upper Waipa River and its place within the rohe and customs of Maniapoto must be respected; and

3.9.2 principles to do with practical and effective outcomes, namely:

- (a) acknowledgement that the Crown and Maniapoto are Treaty partners working with one another to achieve positive results for the Waipa River and the Waikato River;
- (b) acknowledgement that work is needed to restore and protect the quality and integrity of the waters that flow into and form part of the Waipa River and that this is inextricably tied to the health and wellbeing of the Waikato River; and
- (c) avoidance of unnecessary bureaucracy in co-governance and co-management arrangements with a focus on practical arrangements that will work now and over time.

### **SUMMARY OF DEED**

3.10 This deed provides for:

3.10.1 Maniapoto to participate in the co-governance framework and co-management arrangements for the Waikato River, including the Lower Waipa River; and

3.10.2 Maniapoto and the Crown to apply the co-governance framework and co-management arrangements to the Upper Waipa River to operate alongside and together with the arrangements for the Lower Waipa River to give practical recognition of:

- (a) the relationship of Maniapoto with the whole of the Waipa River; and
- (b) the distinctive place of the Upper Waipa River within the rohe and customs of Maniapoto.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 3.11 The following comprise the co-governance framework designed to set the direction for achieving the overarching purpose of this deed:
- 3.11.1 the development and recognition of Maniapoto objectives for the Waipa River;
- 3.11.2 specific Maniapoto legislation to provide for:
- (a) recognition of the specific and enduring relationship of Maniapoto with the Upper Waipa River;
  - (b) Maniapoto participation in the development of the Vision and Strategy;
  - (c) recognition of the Vision and Strategy extending over the whole of the Waipa River, including the ability to amend the Vision and Strategy to achieve the overarching purpose of this deed insofar as it relates to the Upper Waipa River;
  - (d) the granting of functions and powers to the Waikato River Authority extending over the whole of the Waipa River; and
  - (e) clean-up arrangements for the Upper Waipa River that are agreed following the engagement and meeting referred to in clauses 6.26 and 6.28.
- 3.12 The following comprise the co-management framework arrangements to implement the direction for achieving the overarching purpose:
- 3.12.1 provision in the Maniapoto legislation for:
- (a) the Maniapoto Iwi Environmental Management Plan;
  - (b) enhanced participation of Maniapoto in resource consent processes, monitoring and enforcement, and policy and planning under the Resource Management Act 1991 through joint management agreements with local authorities;
  - (c) the establishment of an Upper Waipa River integrated management plan;
  - (d) the issuing of regulations; and
  - (e) other matters specified in part 7; and
- 3.12.2 entry by Ministers and other persons into an accord with Maniapoto.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 3.13 Part 9 provides for a review of the co-management framework and co-management arrangements under this deed and their effectiveness in :
- 3.13.1 meeting the overarching purpose of this deed; and
  - 3.13.2 providing for Maniapoto input into decision-making that appropriately reflects the mana of Maniapoto in respect of the Upper Waipa River.



## 4 MANIAPOTO OBJECTIVES FOR THE WAIPA RIVER

### THE OBJECTIVES

- 4.1 Maniapoto will, within three months of the date of this deed, issue its objectives for the Waipa River.
- 4.2 The objectives must be consistent with the overarching purpose of this deed to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia.
- 4.3 Maniapoto must:
- 4.3.1 make the Maniapoto objectives for the Waipa River available to the public for inspection at the offices of the Maniapoto Maori Trust Board;
  - 4.3.2 give copies of those objectives to:
    - (a) the co-governance entity;
    - (b) the relevant local authorities; and
    - (c) the Minister for the Environment.
- 4.4 The Maniapoto objectives become effective when the objectives are made available for inspection pursuant to clause 4.3.1 and 4.3.2.
- 4.5 It is the expectation of Maniapoto that:
- 4.5.1 the Maniapoto objectives will be treated as an expression by Maniapoto of the relationship of Maniapoto and their culture and traditions with the Upper Waipa River which is a taonga to Maniapoto; and
  - 4.5.2 from the time the Maniapoto objectives become effective under clauses 4.4 and 4.7.3 the co-governance entity will not exercise its functions, powers and duties in a manner that is inconsistent with the Maniapoto objectives.

### AMENDMENTS

- 4.6 Maniapoto may amend the Maniapoto objectives at any time provided that the amendments proposed are consistent with the overarching purpose of this deed.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

4.7 Maniapoto must:

- 4.7.1 make the amended Maniapoto objectives for the Waipa River available to the public for inspection at the offices of the Maniapoto Maori Trust Board; and
- 4.7.2 give copies of the amended objectives to:
  - (a) the co-governance entity;
  - (b) the relevant local authorities; and
  - (c) the Minister for the Environment.
- 4.7.3 The amended Maniapoto objectives become effective when the amended objectives are made available pursuant to clause 4.7.1 and 4.7.2.



## 5 VISION AND STRATEGY

### VISION AND STRATEGY

#### Background

- 5.1 Maniapoto and the Crown acknowledge that:
- 5.1.1 the Vision and Strategy was developed for the Waikato River and the Lower Waipa River by the GEC; and
  - 5.1.2 by virtue of their interests and association with the Lower Waipa River, Maniapoto were represented by one member on the GEC.
- 5.2 Maniapoto endorses the Vision and Strategy as set out in part 1 of the schedule.

### STATUTORY RECOGNITION OF THE VISION AND STRATEGY

- 5.3 Statutory recognition of the Vision and Strategy provides:
- 5.3.1 that the Vision and Strategy is intended by Parliament to be the primary direction setting document for the Waikato River, including the Lower Waipa River, and activities within its catchment affecting the Waikato River, including the Lower Waipa River;
  - 5.3.2 and for the matters set out in clauses 5.4 to 5.8.

### The Vision and Strategy to form part of the Waikato Regional Policy Statement

- 5.4 Statutory recognition of the Vision and Strategy provides:
- 5.4.1 the Vision and Strategy in its entirety is deemed to be part of the Waikato Regional Policy Statement;
  - 5.4.2 the Waikato Regional Council will, as soon as reasonably practicable, insert the Vision and Strategy into the Waikato Regional Policy Statement and make consequential amendments to records and publications to reflect clause 5.4.1;
  - 5.4.3 to avoid doubt, the process set out in Schedule 1 of the Resource Management Act 1991 does not apply for the purposes of clause 5.4.1 or 5.4.2; and
  - 5.4.4 the Waikato Regional Council must ensure that no part of the Waikato Regional Policy Statement is inconsistent with the Vision and Strategy;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.4.5 following the completion of the initial review of the Vision and Strategy referred to in clause 5.8.4(a) or a subsequent review of the Vision and Strategy referred to in clause 5.8.3:
- (a) for the purposes of clause 5.4.4 the Waikato Regional Council must review and, if necessary, initiate an amendment to the Waikato Regional Policy Statement to give effect to clause 5.4.4; and
  - (b) a local authority must review and, if necessary, initiate an amendment to a regional or district plan to give effect to the Vision and Strategy;
- 5.4.6 any amendment referred to in clause 5.4.5 must be undertaken using the process set out in Schedule 1 of the Resource Management Act 1991;
- 5.4.7 a local authority must commence the review and amendment process referred to in clause 5.4.5 by no later than 6 months after the completion of the initial review of the Vision and Strategy referred to in clause 5.8.4(a);
- 5.4.8 if by the time that a local authority commences a review referred to in clause 5.4.5 a joint management agreement between Maniapoto and that local authority is not in force, then the local authority will:
- (a) convene a joint working party as provided for in clause 7.5.12(a);
  - (b) ensure that the local authority and Maniapoto jointly participate in the decision on the final recommendation to a local authority on the content of a proposed policy statement or plan to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991, as provided for in clause 7.5.12(c); and
  - (c) discuss with Maniapoto the potential for Maniapoto to participate in the decisions to be made on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991, as provided for in clause 7.5.12(d);
- 5.4.9 a local authority must commence the review and amendment process referred to in clause 5.4.5 no later than 12 months after the completion of any subsequent review of the Vision and Strategy referred to in clause 5.8.3;
- 5.4.10 pending the completion of a review and any amendment process referred to in clause 5.4.5, if there is an inconsistency between the updated Vision and Strategy and any other component in the Waikato Regional Policy Statement then the Vision and Strategy will prevail;
- 5.4.11 any obligation on a local authority to amend a Resource Management Act Planning document under section 55 of the Resource Management Act 1991 does not apply to the extent that a proposed amendment would be inconsistent with the Vision and Strategy;





DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.4.12 where the Waikato Regional Council is undertaking a review of, and any amendments to, the Waikato Regional Policy Statement under section 79 of the Resource Management Act 1991, that review may not extend to the Vision and Strategy component of the Waikato Regional Policy Statement;
- 5.4.13 the Vision and Strategy will prevail over any inconsistent provision in:
- (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 52 of the Resource Management Act 1991;
- 5.4.14 where a rule has been included in a regional plan or district plan for the purpose of giving effect to the Vision and Strategy, that rule will prevail over:
- (a) a national environmental standard made under section 43 of the Resource Management Act 1991;
  - (b) a water conservation order made under section 214 of the Resource Management Act 1991; and
  - (c) a bylaw made by a local authority;
- 5.4.15 clause 5.4.14 applies only to the extent that the rule included in a regional plan or district plan for the purpose of giving effect to the Vision and Strategy is more stringent than the matters set out in clause 5.4.14 (a) to (c);
- 5.4.16 following the completion of a review of the Vision and Strategy under clauses 5.8.3 or 5.8.4(a) and any resulting amendments referred to in clause 5.4.5 have been made:
- (a) a local authority may commence a review of the conditions of a resource consent under section 128 of the Resource Management Act 1991; and
  - (b) a requiring authority may give notice of its requirement to alter a designation under section 181 of the Resource Management Act 1991;
- 5.4.17 clauses 5.4.1 to 5.4.16 have effect to the extent that the content of the Vision and Strategy relates to matters covered by the Resource Management Act 1991;
- 5.4.18 to the extent that 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;



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.4.19 to the extent that the Vision and Strategy affects the Waikato River, the responsible Minister must take into account the Vision and Strategy when preparing a national land transport strategy under Part 3 of the Land Transport Management Act 2003; and
- 5.4.20 to the extent that 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.
- 5.5 The obligations under clause 5.4 apply notwithstanding sections 59 to 77 of the Resource Management Act 1991.

### **Statements of general policy under the Conservation Act 1987 and Acts in Schedule 1 of that Act**

- 5.6 Statutory recognition of the Vision and Strategy provides that:
- 5.6.1 for the purposes of each of the following Acts, the Vision and Strategy is a statement of general policy approved under the following specified sections:
- (a) Conservation Act 1987, section 17B;
  - (b) Wildlife Act 1953, section 14C;
  - (c) Reserves Act 1977, section 15A;
  - (d) National Parks Act 1980, section 44; and
  - (e) Wild Animal Control Act 1977, section 5;
- 5.6.2 a conservation management strategy or a conservation management plan made under an Act listed under clause 5.6.1 must not derogate from a statement of general policy created by clause 5.6.1;
- 5.6.3 the requirement in clause 5.6.2 does not take effect for any statement of general policy made under clause 5.6.1 until the date that the strategy or plan is next reviewed or amended;
- 5.6.4 the review or amendment process for a conservation management strategy or conservation management plan affected by clause 5.6.2 must commence:
- (a) no later than 6 months after the completion of the initial review of the Vision and Strategy referred to in clause 5.8.4(a); and
  - (b) following the completion of any subsequent review of the Vision and Strategy under clause 5.8.3, no later than 12 months after the completion of the review of the Vision and Strategy under clause 5.8.3;



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 5.6.5 pending the completion of a review or amendment process referred to in clause 5.8.3, if any component of a conservation management strategy or conservation management plan derogates from the Vision and Strategy, then the Vision and Strategy shall prevail;
- 5.6.6 to avoid doubt, nothing in a freshwater fisheries management plan approved under section 17K of the Conservation Act 1987 or a sports fish management plan approved under section 17M of the Conservation Act 1987 may derogate from the Vision and Strategy;
- 5.6.7 clauses 5.6.2 to 5.6.5 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 those plans are conservation management plans; and
- 5.6.8 clauses 5.6.1 and 5.6.2 have effect in respect of an Act specified in those clauses to the extent that the content of the Vision and Strategy relates to the exercise of powers or the carrying out of functions for the Waikato River and activities in its catchment that affect the Waikato River under that Act.

### **Obligation to have particular regard to Vision and Strategy**

- 5.7 Statutory recognition of the Vision and Strategy provides that:
- 5.7.1 a person exercising powers or functions relating to the Waikato River and activities in its catchment that affect the Waikato River under any Act specified in clause 5.7.2 must, in addition to any other requirement specified in those Acts for the exercise of that power, have particular regard to the Vision and Strategy;
- 5.7.2 the Acts are:
- (a) Biosecurity Act 1993;
  - (b) Conservation Act 1987;
  - (c) Fisheries Act 1996;
  - (d) Forests Act 1949;
  - (e) Health Act 1956;
  - (f) Historic Places Act 1993;
  - (g) Land Drainage Act 1908;
  - (h) Local Government Act 1974;
  - (i) Local Government Act 2002;



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (j) National Parks Act 1980;
- (k) Native Plants Protection Act 1934;
- (l) New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;
- (m) Queen Elizabeth the Second National Trust Act 1977;
- (n) Reserves Act 1977;
- (o) Resource Management Act 1991,
- (p) River Boards Act 1908;
- (q) Soil Conservation and Rivers Control Act 1941;
- (r) Walking Access Act 2008;
- (s) Wild Animal Control Act 1977; and
- (t) Wildlife Act 1953; and

5.7.3 clause 5.7.1 does not have effect in relation to:

- (a) the Resource Management Act 1991, where clause 5.4 affects the exercise of a power or the carrying out of a function; and
- (b) the Acts specified in clause 5.6.1 where clauses 5.6.1 to 5.6.6 affect the exercise of a power or the carrying out of a function; and

### **Statement regarding Vision and Strategy**

5.7.4 where a local authority or other person has prepared or changed a document in accordance with the obligations under clauses 5.4 to 5.7.2, that authority or person must:

- (a) make an explicit statement in the relevant document on how the Vision and Strategy has been addressed; and
- (b) no later than 20 business days after the completion of the relevant document, provide a copy of that statement to the Waikato River Authority.



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

**REVIEW OF THE VISION AND STRATEGY**

5.8 Statutory recognition of the Vision and Strategy provides that:

5.8.1 when reviewing the Vision and Strategy, the Waikato River Authority:

- (a) may recommend that the Vision and Strategy includes:
  - (i) targets to achieve the Vision and Strategy; and
  - (ii) methods to implement the Vision and Strategy;
- (b) may otherwise recommend amendments to the Vision and Strategy including any targets and methods;
- (c) to the extent that they are consistent with the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations, must take into account:
  - (i) the Maniapoto Iwi Environmental Management Plan;
  - (ii) other environmental plans of iwi insofar as they relate to the Waikato River; and
  - (iii) the Maniapoto objectives for the Waipa River insofar as they relate to the Lower Waipa River;
  - (iv) other iwi objectives for the Waikato River; and
  - (v) the report of the scoping study undertaken in accordance with clause 6.22; and
- (d) may take into account any other documents considered relevant by the Waikato River Authority to the health and wellbeing of the Waikato River; and
- (e) must follow the process set out in part 2 of the schedule to the deed.

**Nature of Recommendations**

5.8.2 the Waikato River Authority may only make recommendations to amend the Vision and Strategy that are consistent with the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations.



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### **Timing of reviews**

- 5.8.3 the Waikato River Authority may initiate reviews at any time but a review must be undertaken at intervals no greater than 10 years after the previous review;
- 5.8.4 despite clause 5.8.3 the Waikato River Authority:
- (a) must within 3 months of the date on which the Authority is established commence an initial review of the Vision and Strategy to consider whether targets and methods should be developed for inclusion in the Vision and Strategy;
  - (b) may, in its discretion, extend the initial review of the Vision and Strategy under clause 5.8.4(a) to include consideration of whether the Vision and Strategy should be amended other than by the inclusion of targets and methods; and
  - (c) must not commence any further review of the Vision and Strategy sooner than 5 years after the date on which it gives notification or makes the recommendation under clause 7.2 of part 2 of the schedule.

### **Initial review**

- 5.8.5 in respect of the initial review of the Vision and Strategy undertaken under clause 5.8.4(a) and without limiting the requirements of clause 5.8.1, the Waikato River Authority:
- (a) must consider whether targets and methods should be developed for inclusion in the Vision and Strategy;
  - (b) may make recommendations to amend the Vision and Strategy by including targets and methods; and
  - (c) may, in the event that it exercises its discretion under clause 5.8.4(b), extend the initial review to:
    - (i) consider whether the Vision and Strategy should be amended in any other respect; and
    - (ii) make recommendations to amend the Vision and Strategy other than by the inclusion of:
      - A. amendments to achieve the overarching purpose of this deed; and
      - B. targets and methods.



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### **Advice to amend**

- 5.8.6 the Minister for the Environment must advise the Governor-General to make an Order in Council under clause 5.11.4 to amend the Vision and Strategy if:
- (a) the Crown, Maniapoto and the other appointers each receive a written recommendation from the Waikato River Authority to amend the Vision and Strategy;
  - (b) the written recommendation sets out in full the amended Vision and Strategy; and
  - (c) the Crown, Maniapoto and the other appointers agree in writing with each other to accept the recommendation.

### **THE UPPER WAIPA RIVER AND MANIAPOTO LEGISLATION**

#### **Application of Vision and Strategy to the Upper Waipa River**

- 5.9 In the agreements in principle between Maniapoto and the Crown in respect of a co-governance framework and co-management arrangements for the Waipa River, the parties agreed to work towards the application of the Vision and Strategy to the Upper Waipa River.
- 5.10 Under this deed, Maniapoto and the Crown agree that the Vision and Strategy is to be the primary direction setting document:
- 5.10.1 for the Waipa River, applying to the Upper Waipa River as well as to the Waikato River (including the Lower Waipa River); and
  - 5.10.2 to achieve the overarching purpose of this deed.

#### **Basis for application of Vision and Strategy to the Upper Waipa River**

- 5.11 The Maniapoto legislation will:
- 5.11.1 provide that, upon completion of the initial review of the Vision and Strategy in accordance with clauses 5.8.4(a) and 5.15.2, the application of the Vision and Strategy will be extended to include the Upper Waipa River and activities in its catchment affecting the Upper Waipa River;
  - 5.11.2 set out the Vision and Strategy in a schedule to the Maniapoto legislation, initially in the form set out in part 1 of the schedule to this deed (subject to extension and amendment under clauses 5.11.4 and 5.15);
  - 5.11.3 record that:
    - (a) Te Awa o Waipa is a taonga to Maniapoto; the relationship between Maniapoto and the Waipa River is historic, intellectual, physical and spiritual; to Maniapoto, their relationship with the Waipa River and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture;



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- (b) the particular characteristics of the Upper Waipa River and its place within the rohe and customs of Maniapoto is of special significance to Maniapoto; and
  - (c) the Waipa River is a significant contributor to the region's social, cultural, environmental and economic wellbeing;
- 5.11.4 provide that the Governor-General may, from time to time on the advice of the Minister for the Environment in accordance with clause 5.8.6, by Order in Council, amend the schedule to the Maniapoto legislation that sets out the Vision and Strategy with effect from a date specified in the Order in Council.
- 5.12 The Maniapoto legislation will provide that:
- 5.12.1 the Vision and Strategy is intended by Parliament to be the primary direction setting document for the Waipa River and the Waikato River and activities within their catchments affecting the Waipa River and the Waikato River; and
  - 5.12.2 the Maniapoto legislation will be interpreted in a manner consistent with clause 5.12.1.

### *Duties of local authorities*

- 5.13 The Maniapoto legislation will provide that, for the purposes of clause 5.4, local authority means Waikato Regional Council and any territorial authorities whose boundaries fall within, or partly within, areas "A", "B" and "C" on the SO plan, but does not include the Auckland Council, and the Maniapoto legislation will provide that any local authority whose boundaries fall within, or partly within, area "C" on the SO plan must comply with the requirements of clause 5.4.

### *Recognition of the Vision and Strategy*

- 5.14 The Maniapoto legislation will provide that:
- 5.14.1 clauses 5.6.1 and 5.6.2 have effect in respect of an Act specified in those clauses to the extent that the content of the Vision and Strategy relates to the exercise of powers or the carrying out of functions for the Upper Waipa River and activities in its catchment that affect the Upper Waipa River under that Act as well as for the Waikato River and activities in its catchment that affect the Waikato River;
  - 5.14.2 a person exercising powers or functions relating to the Upper Waipa River and activities in its catchment that affect the Upper Waipa River under any Act specified in clause 5.7.2 must, in addition to any other requirement specified in clause 5.7.1 and in those Acts for the exercise of that power, have particular regard to the Vision and Strategy;
  - 5.14.3 to the extent that it affects the Upper Waipa River in addition to 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;





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- 5.14.4 to the extent that the Vision and Strategy affects the Upper Waipa River in addition to the Waikato River, the responsible Minister must take into account the Vision and Strategy when preparing a national land transport strategy under Part 3 of the Land Transport Management Act 2003;
- 5.14.5 to the extent that it affects the Upper Waipa River in addition to 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;
- 5.14.6 the obligations under clause 5.13 apply notwithstanding sections 59 to 77 of the Resource Management Act 1991; and
- 5.14.7 where a local authority or other person has prepared or changed a document in accordance with the obligations under clauses 5.13 and 5.14.1, that authority or person must:
- (a) make an explicit statement in the relevant document on how the Vision and Strategy has been addressed; and
  - (b) no later than 20 business days after the completion of the relevant document, provide a copy of that statement to the Waikato River Authority.

*Reviews of the Vision and Strategy*

- 5.15 To the extent that the Vision and Strategy applies to the Upper Waipa River, the Maniapoto legislation will provide that:
- 5.15.1 when undertaking reviews of the Vision and Strategy, in addition to any other matters it is required to consider the Waikato River Authority:
- (a) must ensure that the Vision and Strategy contributes to achieving the overarching purpose of this deed; and
  - (b) if necessary, may recommend amendments to the Vision and Strategy, including targets and methods, for achieving the overarching purpose of this deed;
- 5.15.2 without limiting the requirements of clause 5.8.4, the Waikato River Authority must within 3 months of the date on which the Authority is established commence an initial review of the Vision and Strategy to consider whether amendments are required to ensure the Vision and Strategy contributes to achieving the overarching purpose of this deed and may recommend amendments to the Vision and Strategy for achieving the overarching purpose of this deed;



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- 5.15.3 despite clause 5.8.1(c), when developing amendments to the Vision and Strategy under clause 5.15.1(b) and 5.15.2 to achieve the overarching purpose of this deed as it relates to the Upper Waipa River, the Waikato River Authority:
- (a) must take into account:
    - (i) the Maniapoto Iwi Environmental Management Plan; and
    - (ii) the Maniapoto objectives for the Waipa River; and
  - (b) may consider whether the application of the Vision and Strategy to the Waipa River should be reflected in its title;
- 5.15.4 in addition to the requirements of part 2 of the schedule:
- (a) when carrying out a review of the Vision and Strategy the Waikato River Authority must consult with Maniapoto where the review relates to amendments to achieve the overarching purpose of this deed;
  - (b) during the preparation of a draft Vision and Strategy the Waikato River Authority must consult with Maniapoto in relation to any amendment of the Vision and Strategy to achieve the overarching purpose of this deed;
  - (c) in making a decision under subclause 7.2 of part 2 of the schedule the Waikato River Authority must:
    - (i) seek to identify all reasonably practicable options for the achievement of the overarching purpose of restoring and maintaining the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia; and
    - (ii) assess the options by considering the benefits and costs of each option in terms of the present and future social, economic, environmental, and cultural wellbeing of the communities associated with the Waipa River, including if practicable a quantification of the benefits and costs of each option;
- 5.15.5 the Waikato River Authority may only make recommendations to amend the Vision and Strategy that are consistent with:
- (a) the overarching purpose of this deed to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations; and
  - (b) the purpose of restoring and protecting the health and wellbeing of the Waikato River for future generations; and



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- 5.15.6 the Minister for the Environment may not advise the Governor-General to make an Order in Council under clause 5.11.4 to add to or amend the Vision and Strategy to achieve the overarching purpose of this deed without the prior agreement in writing of Maniapoto.



## 6 CO-GOVERNANCE FRAMEWORK

### CO-GOVERNANCE ENTITY

- 6.1 The co-governance framework includes a statutory body called the Waikato River Authority (**the co-governance entity**).
- 6.2 The legislation establishing the co-governance entity includes the provisions set out in part 3 of the schedule relating to the operation of the co-governance entity.

### PURPOSES OF THE CO-GOVERNANCE ENTITY

- 6.3 The legislation establishing the co-governance entity provides that the purpose of the co-governance entity is to:
- 6.3.1 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;
- 6.3.2 promote an integrated, holistic and co-ordinated approach to the implementation of the Vision and Strategy and the management of the Waikato River, including the Lower Waipa River; and
- 6.3.3 act as trustee for the Waikato River Clean-Up Trust, fund rehabilitation initiatives for the Waikato River, including the Lower Waipa River.

### FUNCTIONS OF THE CO-GOVERNANCE ENTITY

- 6.4 The legislation establishing the co-governance entity provides that:
- 6.4.1 the principal function of the co-governance entity is to achieve its purpose; and
- 6.4.2 the other functions of the co-governance entity are to:
- (a) engage with and provide advice to local authorities on amending Resource Management Act 1991 planning documents to make them give effect to the Vision and Strategy;
- (b) engage with and provide advice to the range of agencies with responsibilities related 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;
- (c) engage with and provide advice to the Environmental Protection Authority;



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- (d) act as trustee for the Waikato River Clean-Up Trust and, in that capacity, administer the contestable clean-up fund for the Waikato River;
- (e) monitor:
  - (i) the carrying out, effectiveness and achievement of the principal function of the co-governance entity;
  - (ii) the implementation, effectiveness and achievement of the Vision and Strategy, including any targets and methods; and
  - (iii) the implementation, effectiveness and achievement of clean-up initiatives funded by the Waikato River Clean-Up Trust;
- (f) report at least every 5 years to the Crown, Maniapoto and the other appointers on the results of the monitoring carried out under clause 6.4.2(e);
- (g) periodically review the Vision and Strategy and, at the co-governance entity's discretion, recommend amendments to it to the Crown, Maniapoto and the other appointers;
- (h) request call-ins under the Resource Management Act 1991;
- (i) establish and maintain a register of accredited commissioners; and
- (j) appoint accredited commissioners to sit on hearings committees or boards of inquiry when required to do so in accordance with clauses 6.5.4(b) and 6.5.6(c);

6.4.3 for the purposes of carrying out its functions the co-governance entity:

- (a) has full capacity, and the full rights, powers, and privileges entailed by that capacity, to do any act or activity or enter into any transaction, subject to the following:
  - (i) the co-governance entity has the capacity, rights, powers, and privileges for the purposes only of carrying out its functions; and
  - (ii) the co-governance entity's capacity, rights, powers, and privileges are subject to the legislation establishing the co-governance entity, other enactments, and the common law.
- (b) may prescribe a fee for the purposes of clause 13 of part 3 of the schedule.



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**RESOURCE CONSENT FUNCTIONS OF THE CO-GOVERNANCE ENTITY**

- 6.5 The legislation establishing the co-governance entity provides that:
- 6.5.1 the co-governance entity must establish and maintain a register of persons who:
- (a) are accredited under a programme approved and notified under section 39A of the Resource Management Act 1991; and
  - (b) have been appointed for inclusion on the register by:
    - (i) Maniapoto; or
    - (ii) iwi who appoint members of the co-governance entity;
- 6.5.2 clauses 6.5.3 to 6.5.10 apply only to applications to the Waikato Regional Council or to the Environmental Protection Authority for resource consent:
- (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; and
  - (c) to do any activity listed in section 13 of the Resource Management Act 1991 in relation to the Waikato River.
- 6.5.3 no later than 5 business days after receiving an application for resource consent referred to in clause 6.5.2, the Waikato Regional Council must provide written or electronic notice to the co-governance entity and Maniapoto of the receipt of the application;
- 6.5.4 if the Waikato Regional Council holds a hearing under the Resource Management Act 1991 in relation to an application for resource consent referred to in clause 6.5.2, the committee to hear and make a decision on the application must comprise:
- (a) a number of members appointed by the Waikato Regional Council who are accredited under a programme approved and notified under section 39A of the Resource Management Act 1991;
  - (b) the same number of members appointed by the co-governance entity who must be persons whose names are recorded on the register referred to in clause 6.5.1; and
  - (c) an independent chairperson jointly appointed by the co-governance entity and the Waikato Regional Council, who must be accredited under a programme approved and notified under section 39A of the Resource Management Act 1991;



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- 6.5.5 the co-governance entity and the Waikato Regional 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;
- 6.5.6 if an application is called in and referred to a Board of Inquiry under Part 6AA of the Resource Management Act 1991, then:
- (a) as soon as practicable, the Environmental Protection Authority must serve notice on the co-governance entity of the decision to call in the application;
  - (b) as soon as practicable, the Minister for the Environment must request from the co-governance entity the names of one person or two persons for appointment to the Board of Inquiry, seeking the name of 1 person if the Board of Inquiry is to have 3 appointees and the names of 2 persons if the Board of Inquiry is to have 5 appointees;
  - (c) within 10 business days of receiving the request under clause 6.5.6(b), the co-governance entity must give the Minister for the Environment the number of names sought by the Minister, taking the names from the register referred to in clause 6.5.1; and
  - (d) the Board of Inquiry must consist of:
    - (i) the persons named under clause 6.5.6(c);
    - (ii) the same number of other persons; and
    - (iii) a chairperson appointed under section 149J(3)(b) of the Resource Management Act 1991;
- 6.5.7 the co-governance entity and the Minister must discuss the persons to be appointed to the Board of Inquiry with a view to ensuring that the Board of Inquiry contains members with an appropriate mix of skills, expertise and experience;
- 6.5.8 persons appointed under clause 6.5.6 must be treated in the same manner as persons appointed under section 149J of the Resource Management Act 1991;
- 6.5.9 if an application for resource consent 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) to refer the matter to Waikato Regional Council, then clauses 6.5.3 to 6.5.5 will apply; and



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- 6.5.10 if the Waikato Regional Council receives a request under section 100A of the Resource Management Act 1991 for the Waikato Regional Council to delegate the hearing of an application to a commissioner or commissioners:
- (a) the Waikato Regional Council must delegate the hearing duties, functions, and powers only of the persons it must appoint under clause 6.5.4(a) and must not delegate the hearing duties, functions, and powers of the persons whom the co-governance entity must appoint under clause 6.5.4(b);
  - (b) the Waikato Regional Council must ensure that the number of commissioners delegated to hear the application is equal to the number of members appointed under clause 6.5.4(b); and
  - (c) the commissioners delegated to hear the application are:
    - (i) the commissioners to whom the Waikato Regional Council delegates hearing duties, functions, and powers under clause 6.5.10(a), who are appointed under section 100A of the Resource Management Act 1991; and
    - (ii) the persons whom the co-governance entity appoints under clause 6.5.4(b), who are deemed to be appointed under section 100A of the Resource Management Act 1991; and
    - (iii) the independent chairperson appointed under clause 6.5.4(c), who is deemed to be appointed under section 100A of the Resource Management Act 1991.

### **REVIEW OF THE GOVERNANCE ENTITY**

- 6.6 Meetings will be held five yearly for the purposes set out in clause 6.7.
- 6.7 The purposes are to:
- 6.7.1 review the operations and outcomes of the co-governance entity;
  - 6.7.2 review how effective the co-governance entity has achieved its purpose and functions; and
  - 6.7.3 consider what action the participants in the meeting may consider appropriate to enable the co-governance entity to achieve more effectively its purpose and functions.
- 6.8 The first meeting is to be held on a date to be agreed by the Crown and Maniapoto, in conjunction with the other iwi who appoint members to the co-governance entity, that is within six months of the submission of the first report by the co-governance entity under clause 6.4.2(f), with subsequent meetings to be held within six months of each subsequent report issued by the co-governance entity.





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- 6.9 The proposed participants in the meetings are to be:
- 6.9.1 one individual nominated by Maniapoto;
  - 6.9.2 one individual nominated by Waikato-Tainui;
  - 6.9.3 one individual nominated by Raukawa;
  - 6.9.4 one individual nominated by Te Arawa River Iwi;
  - 6.9.5 one individual nominated by Ngati Tuwharetoa;
  - 6.9.6 the Prime Minister or nominee;
  - 6.9.7 the Minister of Finance or nominee;
  - 6.9.8 the Minister for the Environment or nominee;
  - 6.9.9 the Minister of Maori Affairs or nominee;
  - 6.9.10 the Chairperson of the Waikato Regional Council or nominee; and
  - 6.9.11 any other individuals that Maniapoto and the Crown agree should attend a particular meeting.

### **CLEAN-UP TRUST**

#### **Establishment of Trust**

- 6.10 The legislation establishing the co-governance entity provides:
- 6.10.1 for the establishment of the Waikato River Clean-up Trust (**the Clean-up Trust**);
  - 6.10.2 that the co-governance entity is the trustee for the Clean-up Trust;
  - 6.10.3 that the object of the Clean-up Trust is the restoration and protection of the health and wellbeing of the Waikato River (including the Lower Waipa River) for future generations;
  - 6.10.4 for the terms of the Clean-up Trust (which are set out in part 4 of the schedule); and
  - 6.10.5 that the trustee of the Clean-up Trust is deemed to satisfy the requirements of section CW 41(5)(a) of the Income Tax Act 2007.



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- 6.11 As set out in part 4 of the schedule, the trust fund of the Clean-up Trust will be available on a contestable basis for use in projects to achieve the object of the trust that are:
- 6.11.1 proposed by any applicants including Maniapoto, Waikato-Tainui, Raukawa, Te Arawa River Iwi, Ngati Tuwharetoa, other iwi, local authorities, landowners or others furnishing to the trustee detailed applications in such form as the trustee may from time to time require; and
  - 6.11.2 considered by the trustee under a process devised by the trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and
  - 6.11.3 approved by the trustee after due consideration.
- 6.12 Under a deed of settlement with Waikato-Tainui dated 17 December 2009, the Crown has agreed to settle on the trustee of the Waikato River Clean-up Trust for the purposes of that trust insofar as they relate to the Waikato River:
- 6.12.1 the sum of \$21,000,000, on the Waikato-Tainui settlement date; and
  - 6.12.2 further sums of \$7,000,000 on each anniversary of the settlement date up to and including the 27th anniversary of the Waikato-Tainui settlement date.
- 6.13 The Crown and other persons may settle amounts on the trustee of the Waikato River Clean-up Trust for the purposes of that trust and the trustee will accept such other settlements if the terms of such other settlements are consistent with the object of the trust.

## **THE UPPER WAIPA RIVER AND MANIAPOTO LEGISLATION**

### **Functions of the co-governance entity in relation to the Upper Waipa River**

- 6.14 In the Agreement in Principle between Maniapoto and the Crown in respect of co-governance and co-management arrangements for the Waipa River dated 3 November 2009:
- 6.14.1 Maniapoto and the Crown agreed to work towards the application of the co-governance entity to the Upper Waipa River; and
  - 6.14.2 the Crown acknowledged that the application of the co-governance entity to the Upper Waipa River would require mechanisms for Maniapoto input into decision making that reflect the mana of Maniapoto with respect to the Upper Waipa River.
- 6.15 Under this deed, Maniapoto and the Crown agree that the functions of the co-governance entity are extended to the Upper Waipa River as well as to the Waikato River (including the Lower Waipa River).



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**Basis for extending the functions of the co-governance entity to the Upper Waipa River**

*Extension of functions and purpose of co-governance entity*

6.16 The Maniapoto legislation will:

6.16.1 provide for the extension of the functions of the co-governance entity to the Upper Waipa River;

6.16.2 insofar as the functions of the co-governance entity apply to the Upper Waipa River, extend the purpose of the co-governance entity so that its purpose is to:

- (a) set the primary direction through the Vision and Strategy to achieve the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia; and
- (b) promote an integrated, holistic and co-ordinated approach to the implementation of the Vision and Strategy; and

6.16.3 insofar as the functions of the co-governance entity apply to the Upper Waipa River, extend the functions of the co-governance entity so that:

- (a) the principal function of the co-governance entity is to achieve its extended purpose under clause 6.16.2;
- (b) the other functions of the co-governance entity are to:
  - (i) engage with and provide advice to local authorities on amending Resource Management Act 1991 planning documents to make them give effect to the Vision and Strategy;
  - (ii) engage with and provide advice to the range of agencies with responsibilities related to the Upper Waipa 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 Upper Waipa River;
  - (iii) engage with and provide advice to the Environmental Protection Authority;
  - (iv) subject to the outcome of the engagement and meeting referred to in clauses 6.26 to 6.28, administer the application of the contestable clean-up fund to the Upper Waipa River;



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- (v) monitor:
  - A. the carrying out, effectiveness and achievement of the extended function of the co-governance entity;
  - B. the implementation, effectiveness and achievement of the Vision and Strategy, including any targets and methods; and
  - C. the implementation, effectiveness and achievement of clean-up initiatives funded by the Waikato River Clean-Up Trust;
- (vi) report at least every 5 years to the Crown and Maniapoto on the results of the monitoring carried out under clause 6.16.3(b)(v) as it relates to the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia;
- (vii) periodically review the Vision and Strategy and, at the co-governance entity's discretion, recommend amendments to it to the Crown, Maniapoto and the other appointers;
- (viii) request call-ins under the Resource Management Act 1991;
- (ix) establish and maintain a register of accredited commissioners; and
- (x) appoint accredited commissioners to sit on hearings committees or boards of inquiry when required to do so in accordance with clauses 6.5.4(b) and 6.5.6(c).

*Extension in relation to call-ins*

6.17 The Maniapoto legislation will:

- 6.17.1 provide that before exercising its discretion under clauses 6.4.2(h) and 6.16.3(b)(viii) to request a call-in the co-governance entity must, if the application relates to the Upper Waipa River:
- (a) consult with Maniapoto about whether a call-in should be requested; and
  - (b) have particular regard to the views expressed by Maniapoto in deciding whether to request a call-in.



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*Extension in relation to operation of the co-governance entity*

6.18 Insofar as the functions of the co-governance entity apply to the Upper Waipa River, the Maniapoto legislation will:

6.18.1 include, in addition to the matters set out in part 3 of the schedule, the following provisions relating to the operation of the co-governance entity:

- (a) the territorial authorities that may recommend persons for appointment as a member of the co-governance entity under clause 2.1.7 of part 3 of the schedule, in addition to the local authorities referred to in clause 2.1.7 of part 3 of the schedule, shall include territorial authorities whose boundaries fall within, or partly within, area "C" on the SO plan;
- (b) in appointing members to the co-governance entity under clause 2.1.8 of part 3 of the schedule, the Minister for the Environment, in addition to the matters set out in clause 2.2 of part 3 of the schedule, must:
  - (i) have regard to the persons recommended by the Waikato Regional Council and territorial authorities as well as the members already appointed to the co-governance entity; and
  - (ii) ensure that the membership of the co-governance entity reflects a balanced mix of knowledge and experience in relation to:
    - A. both the Waikato River and the Waipa River, including the Upper Waipa River; and
    - B. the purpose of the co-governance entity, including its extended purpose under clause 6.16.2;
- (c) for the purpose of ensuring that at least 2 of the members appointed under clauses 2.1.6 to 2.1.8 of part 3 of the schedule are ordinarily resident in the Waikato Region, the Waikato Region is deemed to be areas "A", "B" and "C" on the SO plan;
- (d) in recommending a person for appointment as a member of the co-governance entity, a local authority whose boundaries fall within, or partly within, area "C" on the SO plan, in addition to the matters set out in clause 2.3 of part 3 of the schedule, must be satisfied that the person has the skills, knowledge and experience to contribute to the overarching purpose of this deed to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia;
- (e) if the Minister for the Environment appoints a member of the co-governance entity under clauses 2.5 and 2.6 of part 3 of the schedule, the Minister may only appoint a person who, in the opinion of the Minister, has, in addition to the matters set out in clauses 2.5 and 2.6



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of part 3 of the schedule, the skills, knowledge and experience to contribute to the achievement of the overarching purpose of this deed to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia;

- (f) if there is a vacancy in the membership of the co-governance entity because after three weeks Maniapoto has not made an appointment, the chair of the Maniapoto Maori Trust Board will be deemed to be appointed as the member or successor to the member;
- (g) when publishing notice of a meeting of the co-governance entity in a newspaper the co-governance entity must ensure that the notice is published in a newspaper circulating within area "C" on the SO plan; and
- (h) if a meeting of the co-governance entity is considering matters affecting the Upper Waipa River, the quorum for the meeting must include the member appointed by Maniapoto.

### *Resource consent decision-making*

6.19 The Maniapoto legislation will provide that:

6.19.1 in addition to the resource consent applications referred to in clause 6.5.2, clauses 6.5.3 to 6.5.10 apply to applications to the Waikato Regional Council or to the Environmental Protection Authority for resource consent:

- (a) to take, use, dam or divert water in the Upper Waipa River;
- (b) to be allowed to make a point source discharge to the Upper Waipa River; and
- (c) to do any activity listed in section 13 of the Resource Management Act 1991 in relation to the Upper Waipa River;

6.19.2 if an application for resource consent referred to in clause 6.5.2 relates to the Upper Waipa River or its catchment:

- (a) within sufficient time to comply with timeframes prescribed under the Resource Management Act 1991 for commencing a hearing, the co-governance entity must, before appointing members to a committee under clause 6.5.4(b);
  - (i) consult with Maniapoto concerning the appointees that will be proposed by the co-governance entity; and



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (ii) unless good reason exists to do otherwise, include in its proposed appointees one or more appointees identified by Maniapoto.
  - (b) nothing in paragraph (a) of this clause excuses the Waikato Regional Council from complying with timeframes for processing applications for resource consent prescribed under the Resource Management Act 1991;
  - (c) the appointment of members of a hearing committee under clause 6.5.4(b) may not be questioned on the grounds that the requirements of paragraph (a) of this clause have not been met;
- 6.19.3 if a called in application relates to the Upper Waipa River or its catchment:
- (a) within sufficient time to enable the governance to meet the timeframe under clause 6.5.6(c), the co-governance entity must, before providing names to the Minister under clause 6.5.6(c):
    - (i) consult with Maniapoto concerning the appointee that will be proposed by the governance entity; and
    - (ii) unless good reason exists to do otherwise, include in its proposed appointees any appointee identified by Maniapoto.
  - (b) the appointment of members of a board of inquiry under clause 6.5.6 may not be questioned on the grounds that the requirements of paragraph (a) of this clause have not been met;

### *Review of the co-governance entity*

- 6.20 In conjunction with the meetings referred to in clause 6.6, representatives of the Crown and Maniapoto will meet five yearly to:
- 6.20.1 review how effective the co-governance entity has been in setting the primary direction through the Vision and Strategy to achieve the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia; and
  - 6.20.2 consider what action the participants in the meeting may consider appropriate to enable the co-governance entity to achieve more effectively the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia.



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*Clean-up of the Upper Waipa River*

- 6.21 The Crown acknowledges that Maniapoto considers:
- 6.21.1 the clean-up of the Upper Waipa River to be an urgent priority in respect of:
- (a) the overarching purpose of this deed, being the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for future generations and the care and protection of the mana tuku iho o Waiwaia; and
  - (b) the clean-up of the Waikato River; and
- 6.21.2 there is a need to ensure that sufficient funding is made available for the clean-up of the Upper Waipa River.
- Scoping study for clean-up fund*
- 6.22 The Crown has commissioned and is funding an independent scoping study to:
- 6.22.1 identify rehabilitation priorities in relation to the Waikato River and the Waipa River (including the Upper Waipa River) and the likely cost of those priority activities; and
- 6.22.2 provide useful background information for the operation of the Clean-up Trust.
- 6.23 Insofar as the scoping study relates to the Waikato River:
- 6.23.1 the GEC is acting as a reference group pursuant to terms of reference issued jointly by the Crown and Waikato-Tainui; and
- 6.23.2 if, before the scoping study is completed, the GEC is replaced by any other committee or entity then the replacement committee or entity will act as a reference body for the scoping study on the same terms of reference as the GEC.
- 6.24 Insofar as the scoping study relates to the Upper Waipa River the Maniapoto Maori Trust Board is acting as a reference group.
- 6.25 The Crown will complete the scoping study referred to in clause 6.22 within six months of the date of this deed.





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*Clean-up funding*

- 6.26 Within six months of receiving the scoping study under clause 6.22, the Crown will have:
- 6.26.1 engaged with Maniapoto in respect of the results of the scoping study and its implications for:
    - (a) the clean-up of the Upper Waipa River; and
    - (b) the allocation and administration of funds for the clean-up of the Upper Waipa River including whether any funds will be provided directly to Maniapoto or to the trustee of the Clean-Up Trust to be applied to the Upper Waipa River; and
  - 6.26.2 considered, in consultation with Maniapoto and Waikato-Tainui, whether any contributions should be made to the Clean-up Trust beyond the amount committed in the Waikato-Tainui deed of settlement in relation to the Waikato River dated 17 December 2009.
- 6.27 When considering the overall size of the Clean-up Trust under clause 6.26.2, the Crown will have regard to:
- 6.27.1 the results of the scoping study;
  - 6.27.2 the object of the Clean-up Trust; and
  - 6.27.3 the Crown's agreements with:
    - (a) Waikato-Tainui under the deed of settlement in relation to the Waikato River dated 17 December 2009; and
    - (b) Ngati Tuwharetoa, Raukawa and Te Arawa River Iwi in relation to the Upper Waikato River under deeds dated 31 May 2010, 17 December 2009 and 9 March 2010.
- 6.28 If as a result of the engagement and consideration under clause 6.26 the Crown and Maniapoto agree that funds are required for projects and initiatives specific to the Upper Waipa River, then the Crown and Maniapoto will meet to discuss the possible provision of additional funds and, if so, whether those funds will be provided directly to Maniapoto or to the trustee of the Clean-up Trust to be applied to projects and initiatives specific to the Upper Waipa River.

*Clean-up Trust*

- 6.29 Unless prior to the introduction of the Maniapoto legislation the Crown and Maniapoto agree otherwise, the Maniapoto legislation will provide that in addition to, and without derogating from, the powers, functions and duties of the trustee of the Clean-up Trust under its terms of trust:



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

- 6.29.1 the trustee may apply any part of the income or capital of the trust (including any additional funding) on a contestable basis for use in projects in the Upper Waipa River;
- 6.29.2 when dealing with applications for funding for projects in the Upper Waipa River the trustee, in addition to the requirements of the terms of trust, must be satisfied that:
- (a) the project will promote or advance the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia; and
  - (b) funding the project:
    - (i) will contribute to the object of the Clean-up Trust as set out in the terms of trust; and
    - (ii) is not inconsistent with the trustee's strategy document.
- 6.29.3 the process devised by the trustee of the Clean-up Trust for inviting and dealing with applications to the trust for funding must, in the case of applications which, in the view of the trustee, are based on the mauri of the Upper Waipa River, include adequate regard for the extent to which projects would further the Maniapoto iwi environmental plan; and
- 6.29.4 in considering whether an application to the trust for funding is based on the mauri of the Upper Waipa River the trustee must:
- (a) seek advice from Maniapoto; and
  - (b) form its view on whether an application is based on the mauri of the Upper Waipa River based on advice received from Maniapoto.



## 7 CO-MANAGEMENT ARRANGEMENTS

### CO-MANAGEMENT

- 7.1 This deed reflects the commitment of Maniapoto and the Crown to enter a new era of co-management over the Waipa River. The successful implementation of co-management requires a new approach. The arrangements in this part of the deed provide a foundation for future co-management relationships between Maniapoto, the Crown, local authorities and other agencies, but do not preclude those parties entering into co-management arrangements beyond the scope of this deed.
- 7.2 The co-governance framework set out in parts 5 and 6 of this deed are partnered by a range of co-management arrangements, which are set out in this part. These co-management arrangements are designed to:
- 7.2.1 implement the direction set under the co-governance framework;
  - 7.2.2 reflect a range of existing legislative instruments including those intended to:
    - (a) facilitate Maori involvement in decision-making processes;
    - (b) recognise the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga; and
    - (c) reflect the principles of the Treaty of Waitangi; and
  - 7.1.1 promote the restoration and maintenance of the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia.

### STRUCTURE OF THIS PART

- 7.3 The principle of co-management is recognised and expressed in this part through:
- 7.3.1 the Maniapoto Iwi Environmental Management Plan;
  - 7.3.2 enhanced participation of Maniapoto through joint management agreements;
  - 7.3.3 an Upper Waipa River integrated management plan;
  - 7.3.4 provision for the issuing of regulations; and
  - 7.3.5 the other matters specified in this part.



**MANIAPOTO IWI ENVIRONMENTAL MANAGEMENT PLAN**

7.4 The Maniapoto legislation will provide that:

**Maniapoto Iwi Environmental Management Plan**

7.4.1 Maniapoto may serve its Maniapoto Iwi Environmental Management Plan on a relevant local authority, the Director-General of Conservation, the chief executive of the Ministry of Fisheries, or any other relevant agency;

7.4.2 the Maniapoto Iwi Environmental Management Plan:

(a) was prepared by Maniapoto and issued on 19 March 2007;

(b) may be reviewed and amended from time to time by Maniapoto; and

(c) will be available to the public for inspection at the offices of the Maniapoto Maori Trust Board and the relevant agencies, including local authorities;

**Effect of the Maniapoto Iwi Environmental Management Plan**

7.4.3 where a relevant local authority is preparing, reviewing or changing a Resource Management Act planning document, that local authority must recognise the Maniapoto Iwi Environmental Management Plan in the same manner as would be required under the Resource Management Act 1991 for any planning document recognised by an iwi authority;

7.4.4 a consent authority must have regard to the Maniapoto Iwi Environmental Management Plan when considering an application for resource consent under section 104 of the Resource Management Act 1991, where the consent authority considers the plan relevant and reasonably necessary to determine the application;

7.4.5 any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will recognise and provide for the Maniapoto Iwi Environmental Management Plan to the extent its contents relate to those functions, powers and duties; and

7.4.6 any person exercising functions, powers or duties under the conservation legislation in relation to the Waipa River and its catchment will have particular regard to the Maniapoto Iwi Environmental Management Plan to the extent its contents relate to the exercise of those functions, powers and duties.



## **JOINT MANAGEMENT AGREEMENTS**

7.5 The Maniapoto legislation will provide that:

### **Obligation to enter joint management agreement**

7.5.1 a joint management agreement will be in force between each of the local authorities referred to in clause 7.5.5 and Maniapoto no later than 18 months after the commencement of the Maniapoto legislation, unless the parties agree in writing to extend that period; and

7.5.2 each joint management agreement will be generally in the form set out in part 5 of the schedule to the deed and must contain mechanisms and processes that recognise and reflect the mana of Maniapoto and the relationship of Maniapoto with the Waipa River.

**("joint management agreement")**

### **Scope of joint management agreement**

7.5.3 a joint management agreement:

(a) may only include matters relating to the Waipa River and activities within its catchment affecting the Waipa River;

(a) must cover the matters referred to in clause 7.5.4; and

(b) may cover matters in addition to the matters referred to in clause 7.5.4 which are agreed in accordance with clauses 7.5.49 and 7.5.52;

7.5.4 the joint management agreement will provide for the local authority and Maniapoto to work together in relation to the exercise of the following functions, powers and duties under the Resource Management Act 1991:

(a) monitoring and enforcement in accordance with clauses 7.5.7 and 7.5.8;

(b) preparation, review or change of a Resource Management Act Planning Document in accordance with clauses 7.5.11 to 7.5.14; and

(c) functions, powers or duties under Part 6 of the Resource Management Act 1991 in relation to applications for resource consents in accordance with clauses 7.5.17 to 7.5.20;

7.5.5 clause 7.5.1 applies to:

(a) the Waikato Regional Council;

(b) any territorial authorities whose boundaries fall within, or partly within, area "C" on the SO plan; and

(c) the Waikato District Council.



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### **Principles for development and operation of joint management agreements**

- 7.5.6 the local authority and Maniapoto will, in working together to develop the joint management agreement, and in working together under the joint management agreement, act in a manner consistent with the following guiding principles:
- (a) promoting the overarching purpose of this deed to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia;
  - (b) respecting the mana of Maniapoto;
  - (c) promoting the principle of co-management as referred to in clauses 3.8 and 3.9;
  - (d) reflecting a shared commitment to:
    - (i) work together in good faith and a spirit of co-operation;
    - (ii) open, honest and transparent communication; and
    - (iii) use their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner; and
  - (e) recognising that the joint management agreement operates within statutory frameworks, and the importance of complying with those statutory frameworks, meeting statutory timeframes, and minimising delays and costs.

### **Monitoring and enforcement**

- 7.5.7 clause 7.5.8 applies in relation to monitoring and enforcement relating to the Waipa River and activities within its catchment affecting the Waipa River;
- 7.5.8 the section of the joint management agreement in relation to monitoring and enforcement will provide for the relevant local authority and Maniapoto 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)-(e) of the Resource Management Act 1991;
    - (ii) discuss and agree the methods for and extent of the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991; and



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

- (iii) discuss the opportunities for the participation of Maniapoto in the monitoring of those matters set out in section 35(2)(a)-(e) of the Resource Management Act 1991; and
  - (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)-(e) of the Resource Management Act 1991, including:
    - (i) the potential for the review of Resource Management Act planning documents; and
    - (ii) enforcement under the Resource Management Act 1991, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices or the service of infringement notices;
  - (c) agree appropriate procedures for reporting back to Maniapoto on the enforcement action taken by the local authority;
  - (d) discuss and agree the role of Maniapoto in the 5 yearly review provided for in section 35(2A) of the Resource Management Act 1991; and
  - (e) discuss the opportunities for persons nominated by Maniapoto to be participate in enforcement action under the Resource Management Act 1991;
- 7.5.9 Maniapoto and the local authority will each bear their respective costs in carrying out the matters provided for in clause 7.5.8;
- 7.5.10 schedule 7 of the Local Government Act 2002 does not apply to the local authority and Maniapoto when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in clause 7.5.8.

**Preparation, review or change of a Resource Management Act planning document**

- 7.5.11 clause 7.5.12 applies in relation to the preparation, review or change of a Resource Management Act planning document to the extent that those processes relate to the Vision and Strategy;
- 7.5.12 the section of the joint management agreement in relation to the preparation, review or change of a Resource Management Act planning document will provide:
- (a) that prior to the commencement of the preparation, review or change process, the local authority and Maniapoto will convene a joint working party to discuss and recommend to the local authority:



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (i) the process to be adopted in relation to the preparation, review or change of that Resource Management Act planning document; 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 to the Resource Management Act 1991;
  - (b) that the local authority and Maniapoto will jointly participate in making of 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 planning document;
  - (c) that the local authority and Maniapoto will jointly participate in the final recommendation to a local authority on the content of a Resource Management Act planning document to be notified under clause 5 of Schedule 1 to the Resource Management Act 1991; and
  - (d) that the local authority and Maniapoto will discuss the potential for Maniapoto to participate in the making of the decisions to be made on a Resource Management Act planning document under clause 10 of Schedule 1 to the Resource Management Act 1991;
- 7.5.13 to avoid doubt, clause 7.5.12 also applies to a variation to a proposed policy statement or proposed plan;
- 7.5.14 the section of the joint management agreement in relation to the preparation, review or change of a Resource Management Act planning document will also provide for a mechanism for Maniapoto to participate in processes under Part 2 of Schedule 1 of the Resource Management Act 1991;
- 7.5.15 Maniapoto and the local authority will each bear their respective costs in participating in a joint working party under clause 7.5.12; and
- 7.5.16 schedule 7 of the Local Government Act 2002 does not apply to the local authority and Maniapoto when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in clause 7.5.12;

### **Resource consent process**

- 7.5.17 clauses 7.5.18 and 7.5.19 apply to applications for resource consents for the activities specified in clause 7.5.20;
- 7.5.18 the section of the joint management agreement in relation to the resource consent process will provide that:
- (a) each relevant local authority must provide to Maniapoto a summary of applications for resource consents received by that local authority;





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- (b) the information provided under clause 7.5.18(a) will be:
  - (i) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act 1991, or as may be agreed between Maniapoto and the relevant local authority from time to time; and
  - (ii) provided as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 95A to 95C of the Resource Management Act 1991;
- (c) the local authority and Maniapoto will jointly develop and agree criteria to assist local authority decision-making under the following processes or sections of the Resource Management Act 1991:
  - (i) best practice for pre-application processes;
  - (ii) section 87E (request that application be determined by the Environment Court rather than consent authority);
  - (iii) section 88(3) (incomplete application for resource consent);
  - (iv) section 91 (deferral pending additional consents);
  - (v) section 92 (requests for further information);
  - (vi) section 95 to 95F (notification of applications for resource consent); and
  - (vii) sections 127 and 128 (change, cancellation or review of consent conditions);

7.5.19 to avoid doubt, the criteria developed and agreed under clause 7.5.18(c) are:

- (a) additional to, and must not derogate from, the existing criteria to be applied by the local authority under the Resource Management Act 1991; and
- (b) do not impose any requirement on a consent authority to change, cancel or review consent conditions.

7.5.20 Clauses 7.5.18 and 7.5.19 apply to:

- (a) applications to the Waikato Regional Council for resource consent for the following activities:
  - (i) take, use, dam or divert water from or in the Waipa River;



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- (ii) discharge any contaminant or water into the Waipa River;
  - (iii) discharge any contaminant onto or into land in circumstances which will result in that contaminant (or any other contaminant emanating as a result of natural processes from that contaminant) entering the Waipa River;
  - (iv) use, erect, reconstruct, place, alter, extend, remove, or demolish any structure or part of any structure in, on, under, or over the bed or banks of Waipa River;
  - (v) excavate, drill, tunnel, or otherwise disturb the bed or banks of the Waipa River;
  - (vi) introduce or plant any plant or any part of any plant (whether exotic or indigenous) in, on, or under the bed or banks of the Waipa River;
  - (vii) deposit any substance in, on, or under the bed or banks of the Waipa River;
  - (viii) reclaim or drain the bed of the Waipa River;
  - (ix) enter onto or pass across the bed of the Waipa River;
  - (x) damage, destroy, disturb, or remove a plant or a part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waipa River;
  - (xi) damage, destroy, disturb, or remove the habitats of plants or parts of plants, whether exotic or indigenous, in, on, or under the bed or banks of the Waipa River; and
  - (xii) damage, destroy, disturb, or remove the habitats of animals or aquatic life in, on, or under the bed or banks of the Waipa River; and
- (b) applications to a relevant territorial authority for resource consent for the use of or activities on the surface of the water in the Waipa River;
- 7.5.21 Maniapoto and the local authority will each bear their respective costs in carrying out the matters provided for in clause 7.5.18;
- 7.5.22 schedule 7 of the Local Government Act 2002 does not apply to the local authority and Maniapoto when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in clause 7.5.18.



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**Process for finalising joint management agreement**

- 7.5.23 within 30 business days of the commencement of the Maniapoto legislation the local authority and Maniapoto will convene a joint committee which will be responsible for the process of finalising the joint management agreement;
- 7.5.24 Maniapoto and the local authority will work together in a positive and constructive manner to finalise the joint management agreement with facilitation by the Crown within the timeframe specified in clause 7.5.1 having particular regard to the principles set out in clause 7.5.6;
- 7.5.25 Maniapoto and the local authority may resort to any other facilitation, mediation or process considered by them to be appropriate in the process of finalising the joint management agreement;
- 7.5.26 no later than 14 months after the effective date, the local authority and Maniapoto will give notice to the Minister for the Environment:
- (a) confirming that all matters relating to the joint management agreement have been finalised; or
  - (b) identifying that there are issues in dispute that the parties have not been able to resolve, the nature of any issue in dispute and the position of the respective parties on any issue in dispute; or
  - (c) notifying an agreement in writing under clause 7.5.1 to extend the date by which a joint management agreement will be in force;
- 7.5.27 where notice is given under clause 7.5.26(a), that notice must also specify that date upon which the joint management agreement is to come into force;
- 7.5.28 where notice is given under clause 7.5.26(b), the Minister for the Environment and Maniapoto, in consultation with the local authority, will work together to resolve any issue in dispute;
- 7.5.29 the process referred to in clause 7.5.28 may continue for a period of no more than two months, unless otherwise agreed in writing by the Minister for the Environment and Maniapoto;
- 7.5.30 where, at the expiration of the two month period referred to in clause 7.5.29, all matters relating to the joint management agreement have been resolved, Maniapoto and the local authority will finalise the joint management agreement and will give notice to the Minister for the Environment specifying the date upon which the joint management agreement is to come into force;
- 7.5.31 where, at the expiration of the two month period referred to in clause 7.5.29, there remains any issue in dispute in relation to the joint management agreement:



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- (a) the Minister for the Environment will make a determination on the issue in dispute; and
  - (b) on the basis of that determination, Maniapoto and the local authority will finalise the joint management agreement and will give notice to the Minister for the Environment specifying the date upon which the joint management agreement is to come into force;
- 7.5.32 in making any determination under clause 7.5.31, the Minister for the Environment will have particular regard to the principles set out in clause 7.5.6;
- 7.5.33 the Minister for the Environment may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues in dispute between Maniapoto and the local authority;
- 7.5.34 where notice has been given under clause 7.5.26(c), not less than four months before the extended date by which a joint management agreement will be in force Maniapoto and the local authority will give notice in writing to the Minister for the Environment and Maniapoto:
- (a) confirming that:
    - (i) all matters relating to the joint management agreement have been agreed; and
    - (ii) the joint management agreement will be in force on the extended date; or
  - (b) identifying that there are issues in dispute that the parties have not been able to resolve, the nature of any issue in dispute and the position of the respective parties on any issue in dispute;
- 7.5.35 where notice is given under clause 7.5.34(b), the Minister for the Environment and Maniapoto, in consultation with the local authority, will work together to resolve any issue in dispute and the provisions of clauses 7.5.28 to 7.5.33 will apply with any necessary modification;
- 7.5.36 Maniapoto and the local authority may agree that a joint management agreement is to come into force in stages;
- 7.5.37 at the time that notice is given of the date upon which a joint management agreement is to come into force, Maniapoto and the local authority must also provide a copy of that agreement to the Minister for the Environment;
- 7.5.38 schedule 7 of the Local Government Act 2002 does not apply to the local authority and Maniapoto when, in finalising the joint management agreement, they carry out the duties and functions or exercise the powers described in clauses 7.5.24 to 7.5.37.



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### **Suspension of joint management agreement**

- 7.5.39 the local authority and Maniapoto may from time to time agree in writing to suspend, in whole or in part, the operation of the joint management agreement;
- 7.5.40 in reaching any agreement under clause 7.5.39, the parties must specify the scope and duration of any such suspension;
- 7.5.41 to avoid doubt, there is no right to terminate a joint management agreement;

### **Waiver of rights under joint management agreement**

- 7.5.42 Maniapoto may notify the local authority from time to time that it waives any rights provided for under the joint management agreement;
- 7.5.43 in giving any notice under clause 7.5.42, Maniapoto must specify the extent and duration of any such waiver;
- 7.5.44 Maniapoto may at any time revoke a notice of waiver by notice in writing to the local authority;

### **Legal framework for joint management agreement**

- 7.5.45 nothing in sections 36B to 36E of the Resource Management Act 1991 apply to the joint management agreement;
- 7.5.46 the performance or exercise of a function, power or duty under a joint management agreement has the same legal effect as a power, function or duty performed or exercised by a local authority;
- 7.5.47 a local authority will not use the special consultative procedure under section 83 of the Local Government Act 2002 in relation to a joint management agreement;
- 7.5.48 a joint management agreement is enforceable between the parties to it;

### **Extension of joint management agreement**

- 7.5.49 Maniapoto and the local authority may extend the joint management agreement to cover any other functions, powers or duties as may be agreed between the two parties;
- 7.5.50 in the event that the parties agree to extend the joint management agreement to cover any other functions or powers:
- (a) that extended part of the joint management agreement will be subject to clauses 7.5.3 to 7.5.6 and 7.5.39 to 7.5.48; but



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- (b) despite clause 7.5.41, that extended part of the joint management agreement may be terminated in whole or in part by one party giving to the other party 20 business days notice;
- (c) to avoid doubt, no termination under clause 7.5.50(b) will affect the remaining part of the joint management agreement;
- (d) prior to either party exercising a right of termination under clause 7.5.50(b), the parties will work together to seek to resolve any issue in a manner consistent with the principles set out in clause 7.5.6 and the dispute resolution process contained in the joint management agreement;

### **Review and amendment of joint management agreement**

7.5.51 Maniapoto and the local authority may agree at any time in writing to undertake a review of the joint management agreement;

7.5.52 where, as a result of a review, the local authority and Maniapoto agree in writing that the joint management agreement should be amended, those parties may amend the joint management agreement without further formality;

7.5.53 following an amendment to the joint management agreement, Maniapoto and the local authority will:

- (a) give notice in writing of such amendment to the Minister for the Environment; and
- (b) provide a copy of the amended joint management agreement to the Minister for the Environment;

### **Transfers, delegations and joint management agreements**

7.5.54 to avoid doubt, the provisions in this clause 7.5 relating to joint management agreements do not preclude the local authority from effecting a transfer or delegation, entering into any other joint management agreement with Maniapoto under the Resource Management Act 1991, or engaging in any other co-management arrangement with Maniapoto under any other legislation; and

### **Exercise of powers in certain circumstances**

7.5.55 where a statutory power or function is affected by this joint management agreement, but a statutory timeframe for the exercise of that function or power is not able to be complied with under the joint management agreement, or an emergency situation arises, the local authority may exercise that power or function on its own account and not in accordance with the joint management agreement.



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### UPPER WAIPA RIVER INTEGRATED MANAGEMENT PLAN

7.6 The Maniapoto legislation will provide that:

7.6.1 an Upper Waipa River integrated management plan is to be prepared and approved for the Upper Waipa River within 3 years of the date of commencement of the Maniapoto legislation;

#### **Purpose of the integrated management plan**

7.6.2 the purpose of the Upper Waipa River integrated management plan is to achieve an integrated approach between Maniapoto, relevant Crown agencies and relevant local authorities to the management of aquatic life, habitats and natural resources within the Upper Waipa River consistent with the overarching purpose of restoring and maintaining the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia.

#### **Components of the integrated management plan**

7.6.3 the Upper Waikato River integrated management plan will include:

- (a) a component on issues related to conservation management under the conservation legislation (**conservation component**);
- (b) a component on issues related to fisheries management under the Fisheries Act 1996 (**fisheries component**);
- (c) a component on issues related to the resource management, biosecurity and local government functions of Waikato Regional Council under the Resource Management Act 1991, Biosecurity Act 1993, Local Government Act 2002 and any other relevant legislation (**regional council component**); and
- (d) any other component agreed between Maniapoto and any appropriate agency, including territorial authorities, responsible for administering or exercising functions, power and duties under any legislation that affects the Upper Waipa River and activities in its catchment that affect the Waipa River (**other component**);

#### **Process for development and approval of the integrated management plan**

7.6.4 the Upper Waipa River integrated management plan will be developed together by Maniapoto, relevant Crown agencies and local authorities, in a co-operative and co-ordinated manner, and in accordance with the process set out in part 6 of the schedule;



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 7.6.5 the Upper Waipa River integrated management plan will be approved as one whole plan in the following manner:
- (a) the conservation component will be approved jointly by Maniapoto and the Minister of Conservation;
  - (b) the fisheries component will be approved jointly by Maniapoto and the Minister of Fisheries;
  - (c) the regional council component will be approved jointly by Maniapoto and Environment Waikato; and
  - (d) any other component will be approved jointly by Maniapoto and any other appropriate agency;
- 7.6.6 despite clause 7.6.5, if Maniapoto and a relevant agency have not been able to agree a component of the Upper Waipa River integrated management plan, Maniapoto and the other relevant agencies may prepare, notify or approve any components in respect of which agreement has been reached;
- 7.6.7 the Upper Waipa River integrated management plan may be reviewed and amended from time to time, either in its entirety, or through the review and amendment of individual components, in accordance with the process set out in part 6 of the schedule;
- 7.6.8 any review of or amendment to the Upper Waipa River integrated management plan may be initiated by agreement between Maniapoto and the relevant agency; and

### **Effect of the Upper Waipa River integrated management plan**

- 7.6.9 the effect of the Upper Waipa River integrated management plan is as follows:
- (a) the conservation component of the Upper Waipa River integrated management plan will be deemed to be a conservation management plan under section 17E of the Conservation Act 1987, and a freshwater fisheries management plan under section 17J of the Conservation Act 1987;
  - (b) the fisheries component of the Upper Waipa River integrated management plan will be deemed to be a fisheries plan under section 11A of the Fisheries Act 1996;
  - (c) any local authority that is preparing, reviewing or changing a Resource Management Act planning document will have regard to the Upper Waipa River integrated management plan; and
  - (d) any other component of the Upper Waipa River integrated management plan will have the effect agreed between Maniapoto and the relevant agency.





## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### REGULATIONS

- 7.7 The Maniapoto legislation will provide:
- 7.7.1 that within 24 months of the effective date, regulations will be made under the Fisheries Act 1996 for the Waipa River and its catchment in relation to the management of fisheries subject to the Fisheries Act 1996 including:
- (a) provision for Maniapoto to manage customary fishing on the Waipa River and its catchment through the issuing of customary fishing authorisations;
  - (b) provision for Maniapoto to recommend to the Minister of Fisheries the making of bylaws restricting or prohibiting fishing on the Waipa River and its catchment; and
  - (c) provision that the Minister of Fisheries will make the bylaws recommended by Maniapoto under clause 7.7.1(b), unless the Minister of Fisheries is satisfied that the proposed bylaws would have an undue adverse effect on fishing; and
- 7.7.2 for the power to make regulations for the Upper Waipa River and its catchment for the management of aquatic life, habitats, and natural resources managed under the conservation legislation consistent with the overarching purpose of restoring and protecting the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia.

### EXEMPTION FOR CUSTOMARY ACTIVITIES

- 7.8 Following the date of this deed, the Crown will facilitate an ongoing discussion between Maniapoto and relevant local authorities, for the purpose of exploring whether certain customary activities would not require resource consent under the Resource Management Act 1991 or other permit or authorisation.

### LOCAL GOVERNMENT ACT 2002

- 7.9 Following the signing of this deed, the Crown will facilitate a discussion between Maniapoto and relevant local authorities on:
- 7.9.1 whether joint working parties could be established in relation to the preparatory stages of relevant functions and powers including long term council community plans and annual plans under the Local Government Act 2002; and
- 7.9.2 identifying opportunities for Maniapoto to contribute to local authority decision-making processes in accordance with section 14(1)(d) and section 81 of the Local Government Act 2002.



## 8. ACCORDS

### WAIWAIA ACCORD

- 8.1 Contemporaneously with the signing of this deed, Maniapoto and the Crown will enter into the Waiwaia Accord to enhance and sustain the relationship between Maniapoto and the Crown.
- 8.2 The Waiwaia Accord is collateral to this deed and its purpose is to:
- 8.2.1 reflect the unity of commitment to respect and care for the Waipa River and the mana tuku iho o Waiwaia;
  - 8.2.2 enhance and sustain the on-going relationship between Maniapoto and the Crown;
  - 8.2.3 oversee and protect the integrity of the agreements set out in the deed and the Maniapoto legislation;
  - 8.2.4 recognise, provide for and sustain the special relationship, which is recognised through the statements of significance, that Maniapoto has with the Waipa River;
  - 8.2.5 affirm the commitment of Maniapoto and the Crown to enter a new era of co-governance and co-management over the Waipa River for the overarching purpose of restoring and maintaining the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia; and
  - 8.2.6 through schedules added under clause 8.3, provide for integrated management and the exercise of kaitiakitanga responsibilities in accordance with Maniapoto tikanga as appropriate.

### OTHER ACCORDS

- 8.3 The Maniapoto legislation will provide that further accords will be entered into between Maniapoto and the Ministers and persons listed below and added as schedules to the Waiwaia accord, namely:
- 8.3.1 the Minister of Fisheries and Aquaculture and the chief executive of the Ministry of Fisheries;
  - 8.3.2 the Minister of Conservation and the Director-General of Conservation;
  - 8.3.3 the Minister for the Environment;
  - 8.3.4 the Minister of Maori Affairs;



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 8.3.5 the Minister for Land Information;
  - 8.3.6 the Minister for Arts, Culture and Heritage;
  - 8.3.7 the Minister of Local Government;
  - 8.3.8 the Minister of Agriculture;
  - 8.3.9 the Minister for Biosecurity;
  - 8.3.10 the Minister of Energy and Resources; and
  - 8.3.11 the Commissioner of Crown Lands.
- 8.4 In addition to the Ministers and other persons listed at clause 8.3, the parties will use their best endeavours before the enactment of the Maniapoto legislation to reach agreement on a list of any other Ministers and other persons who may enter into accords with Maniapoto.

### **PROCESS**

- 8.5 As soon as possible after the date of this deed, the Crown will actively engage with Maniapoto to ensure that the accords under clause 8.3 are entered into as expeditiously as possible and no later than 12 months from the date of this deed.
- 8.6 In agreeing the accords, the parties will have regard to the following:
- 8.6.1 the parties have agreed that these accords will:
    - (a) be developed and entered into regarding issues that affect the Waipa River and the quality and integrity of its waters for present and future generations as well as the care and protection of the mana tuku iho o Waiwaia; and
    - (b) reflect the intention of the deed to achieve co-governance and co-management;
  - 8.6.2 existing accords and other arrangements entered into by other River iwi that relate to the Waikato River and the parties' desire to ensure a consistent approach so as to give effect to the objective of co-management;
  - 8.6.3 the Crown's agreement to engage with all River iwi when developing policies or laws impacting on the Waikato River and the Waipa River, or affecting use rights in relation to the Waikato River and the Waipa River (including in relation to water) to ensure such policies and laws are implemented in accordance with the requirements of co-management;
  - 8.6.4 the accords are to provide a commitment of intent and an agreed framework of actions between the relevant Ministers and/or other persons, and Maniapoto in order to achieve and implement the agreements reached in the deed, recognising that the accords operate within statutory frameworks; and



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 8.6.5 the accords will contain provisions requiring co-ordination between Ministers where issues are raised by Maniapoto that relate to more than one Ministry or that are covered by more than one accord.
- 8.7 The Crown will endeavour to enter into other accords, or will encourage the relevant agency to enter into accords or other agreements, which will support the recognition of the mana of Maniapoto and the relationship of Maniapoto with the Waipa River and its catchments, and assist Maniapoto to carry out other functions, including to:
- 8.7.1 be appointed a registered collector of nga taonga tuturu under the Protected Objects Act 1975;
  - 8.7.2 engage with the New Zealand Geographic Board in relation to the naming of places associated with the Waipa River and its catchment;
  - 8.7.3 establish a memorandum of understanding with the Historic Places Trust;
  - 8.7.4 establish a memorandum of understanding with the New Zealand Archaeological Association.
- 8.8 The Crown will also support and assist Maniapoto to establish memoranda of understanding, of a similar nature to the accords provided for in this part, with:
- 8.8.1 the relevant local authorities; and
  - 8.8.2 Crown entities and other relevant agencies with roles and responsibilities in relation to the Waipa River.

### **REVIEW**

- 8.9 The agenda for any meeting called under part 9 will include consideration of:
- 8.9.1 the effectiveness of the accords in achieving the overarching purpose of this deed (including any amendments that might be made to the accords, and any improvements to their implementation); and
  - 8.9.2 whether accords may be necessary with other Crown agencies to better achieve the overarching purpose of this deed and, if so, a process for agreeing those accords.



## 9 REVIEW

- 9.1 Maniapoto and the Crown will arrange for their representatives to meet to discuss this deed.
- 9.2 The purpose of the meetings shall be to:
- 9.2.1 review the measures taken under this deed and the Maniapoto legislation;
  - 9.2.2 review the effectiveness of those measures in meeting the overarching purpose of this deed and providing for Maniapoto input into decision-making that reflects the mana of Maniapoto over the Upper Waipa River; and
  - 9.2.3 consider if any action should be taken so that the integrity of this deed is protected.
- 9.3 Participants in the meetings are to be:
- 9.3.1 four individuals nominated by Maniapoto;
  - 9.3.2 the Prime Minister (or any Minister nominated by him or her);
  - 9.3.3 the Minister for the Environment (or another Minister nominated by him or her);
  - 9.3.4 the Minister of Finance (or another Minister nominated by him or her);
  - 9.3.5 the Chairperson of Environment Waikato (or another Councillor nominated by him or her); and
  - 9.3.6 any other participants that Maniapoto and the Crown agree should attend a particular meeting.
- 9.4 Maniapoto or the Crown may give notice calling for a meeting and the meeting shall be held on a date to be agreed between Maniapoto and the Crown which shall not be more than three months after the date of the notice.
- 9.5 Maniapoto and the Crown agree the initial review of this deed shall be conducted no later than the third anniversary of the date of this deed.
- 9.6 Subsequent to the initial review under clause 9.5 a notice calling for a meeting shall be given so that a meeting is held within six months of the date upon which the co-governance entity submits a report under clause 6.16.3(b)(vi).
- 9.7 Despite clauses 9.4 to 9.6 only one meeting shall be held in any period of 12 months.



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- 9.8 Maniapoto and the Crown shall conduct a review of the arrangements for those meetings 15 years after the first meeting to discuss:
- 9.8.1 whether the meetings have been successful in achieving their purpose;
  - 9.8.2 whether changes to the arrangements for meetings should be made to assist with achieving their purpose; and
  - 9.8.3 whether or not there is still a need to hold the meetings.



## **10 AUTHORISATION FOR THIS DEED AND IWI REPRESENTATION**

### **THIS DEED HAS BEEN AUTHORISED**

- 10.1 Maniapoto confirm that the Maniapoto Maori Trust Board approved this deed and authorised the signatories to sign it on behalf of Maniapoto on 24 September 2010.
- 10.2 The Crown confirms that it is satisfied with the authority of the Maniapoto Maori Trust Board from Maniapoto to sign this deed on behalf of Maniapoto.

### **ARRANGEMENTS AGREED TO BY CABINET**

- 10.3 The Crown confirms that the arrangements contained in this deed were agreed to by Cabinet in September 2008 and on 30 November 2009.

### **MANIAPOTO MAORI TRUST BOARD**

- 10.4 Subject to clause 10.6, in the following parts or clauses, references to Maniapoto means the Maniapoto Maori Trust Board on behalf of Maniapoto: clauses 4.1, 4.3, 4.5, 4.6, 5.4.8, 5.8.6, 5.15.4, 5.15.6, 6.4.2(f), 6.5.1, 6.5.3, 6.8, 6.9, 6.16.3, 6.17 to 6.20, 6.26, 6.28, 6.29, 7.4.1, 7.4.2, 7.5 (except 7.5.6(b)), 7.6 to 7.9, 8.5, 8.6, 8.8, 9.1, 9.3 to 9.5, 9.8, 11.2.2, 11.4, 13.2 and 17.3.21(a), and Part 14, and part 6 of the schedule.
- 10.5 The Maniapoto Maori Trust Board may advise the Crown that a separate trust or other body will be established to carry out functions and duties, and exercise powers under this deed and the Maniapoto legislation.
- 10.6 Upon confirmation from the Crown that it is satisfied that the separate trust or other body:
- 10.6.1 is appropriate to carry out functions and duties, and exercise powers under this deed and the Maniapoto legislation and, in particular, provides for appropriate:
- (a) representation of, and accountability to, Maniapoto; and
- (b) decision-making and dispute resolution processes; and
- 10.6.2 has been approved by Maniapoto to carry out functions and duties, and exercise powers under this deed and the Maniapoto legislation,

all references in this deed and the Maniapoto legislation to the Maniapoto Maori Trust Board are references to the new trust or body, except where the context requires otherwise.



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

- 10.7 The Maniapoto legislation will contain a provision giving effect to clauses 10.5 and 10.6 in relation to functions, duties and powers set out in Maniapoto legislation.

**DEED OF COVENANT**

- 10.8 The trustees of a separate trust or the authorised representatives of another body advised and confirmed under clauses 10.5 and 10.6 must sign a deed of covenant in the form set out in part 7 of the schedule (under which the trustees of the separate trust or the authorised representatives of the other body agree, among other matters, to comply with their obligations under this deed).

**PUBLIC AUTHORITY**

- 10.9 The settlement Maniapoto legislation will provide that:
- 10.9.1 the Maniapoto Maori Trust Board or, as the case may require, the new trust or other body advised and confirmed under clauses 10.5 and 10.6:
- (a) is a public body for the purposes of clause 30 of schedule 7 of the Local Government Act 2002;
  - (b) a public authority for the purposes of paragraph (a) of the definition of public authority in the Resource Management Act 1991; and
  - (c) 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 the Maniapoto legislation.





## 11 LEGISLATION

### INTRODUCTION OF MANIAPOTO LEGISLATION

- 11.1 The Crown must prepare Maniapoto legislation for introduction within six months (and earlier if possible) after the date of this deed, including all matters required by this deed to be included in the Maniapoto legislation.

### CONTENT AND COMING INTO FORCE OF THE MANIAPOTO LEGISLATION

- 11.2 The Maniapoto legislation proposed by the Crown for introduction:

11.2.1 must include:

- (a) a Preamble;
- (b) a provision that its overarching purpose is to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipa River for present and future generations and the care and protection of the mana tuku iho o Waiwaia; and
- (c) the guiding principles of interpretation set out in clause 3.9 and the principles set out in the Waiwaia Accord;

11.2.2 may include a provision that the Maniapoto legislation comes into force on a date to be appointed by the Governor-General by an Order in Council on the advice of the Minister for Treaty of Waitangi Negotiations; and

11.2.3 must be in a form that:

- (a) Maniapoto have notified the Crown is satisfactory to them; and
- (b) is satisfactory to the Crown.

### MANIAPOTO TO SUPPORT SETTLEMENT AND OTHER LEGISLATION

- 11.3 Maniapoto must support the passage through Parliament of:

11.3.1 the Maniapoto legislation; and

11.3.2 any other legislation required to:

- (a) give effect to this deed; and
- (b) achieve certainty in respect of the obligations undertaken by a party under this deed.



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**AMENDMENTS**

- 11.4 The Crown must not propose any amendment to the Maniapoto legislation unless Maniapoto have notified the Crown that the proposed amendment is in a form that is satisfactory to them.
  
- 11.5 The Crown must not propose any amendment to those parts of any other Act that give effect to parts of this deed unless there is consistency between the proposed amendment and the Maniapoto legislation.



## 12 CO-MANAGEMENT FUNDING

### INITIAL PAYMENTS

- 12.1 Maniapoto acknowledges that at the date of this deed the Crown has settled sums totalling \$3,000,000 on the Maniapoto Maori Trust Board on account of co-management funding. Within three months of the date of this deed or upon such other date as is agreed between the Crown and the Maniapoto Maori Trust Board, the Crown will settle a further amount of \$7,000,000 on the Maniapoto Maori Trust Board or such other appropriate entity as is agreed between the Crown and the Maniapoto Maori Trust Board and confirmed by the Crown pursuant to clause 10.6.

### SUBSEQUENT PAYMENTS

- 12.2 On the effective date and on each of the next 19 anniversaries of the effective date the Crown will settle the amount of \$1,000,000 on the Maniapoto Maori Trust Board or such other appropriate entity as is agreed between the Crown and the Maniapoto Maori Trust Board and confirmed by the Crown pursuant to clause 10.6.

### REVIEW

- 12.3 The annual amount settled by the Crown pursuant to clause 12.2 will be reviewed by the parties on the earlier of:
- 12.3.1 two years after the effective date; and
  - 12.3.2 the date of any review undertaken under clause 15.6.2 of the Waikato-Tainui River deed.
- 12.4 The purpose of the review under clause 12.3 will be to determine whether the annual amount settled by the Crown pursuant to clause 12.2 will be sufficient to allow Maniapoto to properly engage in the co-management framework provided for in this deed.



## 13 ACKNOWLEDGEMENTS ABOUT EFFECT OF THIS DEED

### THE DEED DOES NOT AFFECT CERTAIN RIGHTS, ACTIONS OR DECISIONS

- 13.1 The Crown and Maniapoto acknowledge and agree that this deed:
- 13.1.1 does not comprise or relate to a historical Treaty settlement;
  - 13.1.2 is not intended to settle, or to have any effect on, any claims relating to the Waipa River or its catchment;
  - 13.1.3 is not intended to adversely affect the Waikato-Tainui Deed of Settlement; and
  - 13.1.4 is not intended to resolve any different views that the Crown and Maniapoto may have regarding relationships with the Waipa River (including "ownership").
- 13.2 Notwithstanding clause 13.1.4, the Crown will engage with Maniapoto in good faith and in accordance with the principles of the Waiwaia Accord before:
- 13.2.1 establishing a regime of tradable rights or tradable permits in water;
  - 13.2.2 establishing or conferring management or use rights of a nature and/or duration that in effect create rights of property in the waters of the Waipa River;
  - 13.2.3 developing policy or proposing any legislation which in effect amounts to the privatisation of the waters of the Waipa River.
- 13.3 The Crown and Maniapoto further acknowledge and agree that except as otherwise provided in this deed, this deed:
- 13.3.1 does not supplant or otherwise derogate from any existing relationships, agreements or arrangements between Maniapoto and the Crown, local authorities or other persons;
  - 13.3.2 does not preclude or limit any future relationships, agreements or arrangements that may be entered into or agreed between Maniapoto and the Crown, local authorities or other persons;
  - 13.3.3 does not affect any rights and interests that Maniapoto or the Crown may have, including any right arising:
    - (a) according to tikanga or custom law;
    - (b) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;



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(c) under legislation;

(d) at common law (including in relation to aboriginal title or customary law);

(e) from a fiduciary duty; or

(f) otherwise;

13.3.4 is not intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fisheries claims, the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Maori Fisheries Act 2004, or the Maori Commercial Aquaculture Claims Settlement Act 2004;

13.3.5 except as provided in this deed, does not affect any action or decision under any legislation, including the Fisheries Act 1996;

13.3.6 does not in any way purport to address or settle any historical Treaty claims that Maniapoto may have in relation to the Waipa River or its catchment or otherwise; and

13.3.7 does not preclude the Crown from negotiating with Maniapoto or other claimants in relation to the settlement of historical Treaty claims in respect of the Waipa River or its catchment or otherwise.

13.4 The Crown and Maniapoto acknowledge that:

13.4.1 the commitments in this deed have been negotiated in the context of parallel negotiations between the Crown and other River iwi; and

13.4.2 the Crown has entered into deeds with other River iwi that give effect to parts 5 and 6 of this deed to the extent that they relate to the Waikato River.

13.5 Notwithstanding clause 13.4, when implementing co-governance and co-management arrangements for the Waikato River under deeds with other River iwi, the Crown:

13.5.1 will respect and support the mana of Maniapoto with respect to the Upper Waipa River;

13.5.2 will not implement arrangements with Waikato-Tainui in relation to Crown-owned lands related to the Waipa River in a manner that is prejudicial to any interests that Maniapoto may have in those lands; and

13.5.3 will not act in a manner that undermines the integrity of this deed.



## 14 TAX

### STATEMENT OF AGREED TAX PRINCIPLES

14.1 The parties agree that:

14.1.1 the payment of indemnified amounts by the Crown to the persons specified in this deed (**Recipients**) is made as part of the arrangements in this deed and is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) assessable income for income tax purposes; or
- (c) a dutiable gift for gift duty purposes;

14.1.2 neither the Recipients, nor any person associated with a Recipient, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment by the Crown of an indemnified amount;

14.1.3 interest paid by the Crown under this deed (other than interest forming part of the definition in this deed of GST and income tax) is income for income tax purposes and the tax treatment of such income will depend on the Recipient's status for income tax purposes and the receipt or payment of that interest is not subject to indemnification for tax by the Crown under this deed; and

14.1.4 any indemnity payment by the Crown to a Recipient whether in a lump sum or by periodic payment and whether or not subsequently increased after review is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; or
- (b) assessable income for income tax purposes; or
- (c) any dutiable gift for gift duty purposes.

### ACKNOWLEDGEMENTS

14.2 To avoid doubt, the parties acknowledge:

14.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in clause 14.1 and this clause 14.2:

- (a) apply only to the receipt by the Recipients of indemnified amounts and indemnity payments; and



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- (b) do not apply to a subsequent dealing, distribution, payment, use, or application by a Recipient, or any other person, with or of an indemnified amount or an indemnity payment; and

14.2.2 each obligation to be performed by the Crown in favour of the Recipients under this deed is performed without charge to, or consideration to be provided by, the Recipients or any other person.

### **ACT CONSISTENT WITH TAX PRINCIPLES**

14.3 None of Maniapoto, the Recipients, a person associated with a Recipient or the Crown will act in a matter that is inconsistent with the principles or acknowledgements set out in clauses 14.1 and 14.2.

### **MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES**

14.4 Nothing in part 14 is intended to suggest or imply that:

14.4.1 the payment, credit, or transfer of an indemnified amount, or an indemnity payment, by the Crown to the Recipients is chargeable with GST;

14.4.2 if a Recipient is a charitable trust or other charitable Recipient:

(a) the payments, properties, interests, rights, or assets the Recipient receives or derives from the Crown under this deed, the whole of River legislation or the Upper Waikato River legislation are received or derived other than exclusively for charitable purposes; or

(b) the Recipient derives or receives amounts other than as exempt income for income tax purposes; or

14.4.3 gift duty is imposed on any payment to, or transaction with, the Recipients under this deed or the whole of River legislation or the Upper Waikato River legislation.

### **INDEMNITY FOR GST**

14.5 If and to the extent that:

14.5.1 the payment of an indemnified amount; or

14.5.2 an indemnity payment;

by the Crown to the Recipients is chargeable with GST, the Crown must, in addition to the payment, credit, or transfer of the amount or the indemnity payment, pay the Recipients the amount of GST payable in respect of the amount or the indemnity payment.



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

**INDEMNIFICATION**

14.6 If and to the extent that:

14.6.1 the payment of an indemnified amount; or

14.6.2 an indemnity payment;

by the Crown to the Recipients is chargeable with GST, and the Crown does not pay the Recipients an additional amount equal to that GST at the time the amount is paid, credited, or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the Recipients for that GST within 10 business days of that demand.

**INDEMNITY FOR INCOME TAX**

14.7 The Crown agrees to indemnify the Recipients against any income tax that the Recipients are liable to pay if and to the extent that receipt of:

14.7.1 the transfer of an indemnified amount; or

14.7.2 an indemnity payment;

from the Crown is treated as, or as giving rise to, assessable income of the Recipients for income tax purposes and the Crown will, on demand in writing, make the indemnity payment within 10 business days of that demand.

**INDEMNITY FOR GIFT DUTY**

14.8 The Crown agrees to pay, and to indemnify the Recipients against any liability that the Recipients have in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of the payment by the Crown to the Recipients of an indemnified amount.

**DEMANDS FOR INDEMNIFICATION**

14.9 Each of:

14.9.1 the indemnified parties; and

14.9.2 the Crown;

shall give notice to the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which an indemnified party is or may be entitled to be indemnified by the Crown for or in respect of tax under this part.





## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

### **HOW DEMANDS ARE MADE**

- 14.10 Demands for indemnification for tax by an indemnified party in accordance with this part shall be made by the indemnified party in accordance with the provisions of clause 16.11 and may be made at any time, and from time to time, after the effective date.

### **WHEN DEMANDS ARE TO BE MADE**

- 14.11 Except:

14.11.1 with the written agreement of the Crown; or

14.11.2 if this deed provides otherwise;

no demand for payment by way of indemnification for tax under this part may be made by an indemnified party more than 20 business days before the due date for payment by the indemnified party of the applicable tax (whether such date is specified in an assessment, is a date for the payment of provisional tax, or otherwise).

### **EVIDENCE TO ACCOMPANY DEMAND**

- 14.12 Without limiting clause 14.10, a demand for indemnification by an indemnified party under this part must be accompanied by:

14.12.1 appropriate evidence (which may be notice of proposed adjustment, assessment, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that the indemnified party claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this deed; and

14.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

### **REPAYMENT OF AMOUNT ON ACCOUNT OF TAX**

- 14.13 If payment is made by the Crown on account of tax to an indemnified party or the Commissioner of Inland Revenue (for the account of an indemnified party) and it is determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that an indemnified party:

14.13.1 has retained the payment (which, to avoid doubt, includes a situation where the indemnified party has not transferred the payment to the Inland Revenue Department but has instead paid, applied, or transferred the whole or any part of the payment to any other person or persons);

14.13.2 has been refunded the amount of the payment by the Inland Revenue Department; or



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

14.13.3 has had the amount of the payment credited or applied to its account with the Inland Revenue Department;

the indemnified party shall repay the applicable amount to the Crown free of any set-off or counterclaim by the indemnified party.

### **PAYMENT OF AMOUNT ON ACCOUNT OF TAX**

14.14 The indemnified parties shall pay to the Inland Revenue Department any payment made by the Crown to the indemnified parties on account of tax, on the later of:

14.14.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable tax legislation; or

14.14.2 the next business day following receipt by the indemnified parties of that payment from the Crown.

### **PAYMENT OF COSTS**

14.15 The Crown will indemnify the indemnified parties against any reasonable costs incurred by the indemnified parties or for actions undertaken by the Recipients at the Crown's direction, in connection with:

14.15.1 any demand for indemnification of the indemnified parties under or for the purposes of this part;

14.15.2 any steps or actions taken by the indemnified parties in accordance with the Crown's requirements under clause 14.17.

### **DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES**

14.16 Where any liability arises to the Crown under this part, the following provisions also apply:

14.16.1 if the Crown so requires and gives an indemnified party notice of that requirement, the Crown may, instead of payment of the requisite amount on account of tax, pay that amount to the Commissioner of Inland Revenue (such payment to be effected on behalf, and for the account, of the indemnified party); and

14.16.2 subject to an indemnified party being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense, or liability, or any tax which it may suffer, incur, or be liable to pay, the Crown may, by notice to the indemnified party, require the indemnified party to:

(a) take into account any right permitted by any relevant law to defer the payment of any tax; and/or



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- (b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment, or assessment for tax, where expert legal tax advice indicates that it is reasonable to do so; and

14.16.3 the Crown reserves the right to:

- (a) nominate and instruct counsel on behalf of the indemnified parties whenever it exercises its rights under clause 14.16.2; and
- (b) recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

### **RULINGS, APPLICATIONS**

14.17 If the Crown requires, the indemnified parties will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the indemnified parties and/or any other person) of an application for a non-binding (if available) or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, credit, or transfer of indemnified amounts or other amounts.

### **DEFINITIONS AND INTERPRETATION**

14.18 In the interpretation of this part 14, a reference to the **payment** or **receipt** of an amount (or any equivalent wording) includes a reference to the payment or receipt of any part (or the applicable part) of the amount. If this part 14 imposes an obligation on an indemnified party, Maniapoto shall take all reasonable and practicable steps available to them to procure the performance by the indemnified party of that obligation.

### **MANIAPOTO RESPONSIBILITY**

14.19 If this part 14 imposes an obligation on an indemnified party, Maniapoto shall take all reasonable and practicable steps available to them to procure the performance by the indemnified party of that obligation.



## 15 CONDITIONS AND TERMINATION

### THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

- 15.1 This deed is conditional on the Maniapoto legislation coming into force.

### DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

- 15.2 This deed, until it becomes unconditional:

15.2.1 is entered into on a "without prejudice" basis; and

15.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, any Court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the interpretation and/or enforcement of this deed).

### SOME PROVISIONS NOT CONDITIONAL

- 15.3 Part 4 and clauses 2.3, 6.21 to 6.29, 7.8, 7.9, and 11.1 of this deed are (despite clause 15.1) binding from the date of this deed.
- 15.4 Without limiting clause 15.3, the Waiwaia Accord is binding from the date of its signing.

### TERMINATION OF THIS DEED

- 15.5 Any party may terminate this deed, by notice to the other parties, if clause 15.1 is not satisfied within 24 months after the date of this deed.

### EFFECT OF NOTICE OF TERMINATION

- 15.6 If this deed is terminated:

15.6.1 this deed will be at an end; and

15.6.2 no party will have any rights or obligations under this deed,

except that the rights and obligations of the parties under clause 15.2 shall continue.



## 16 MISCELLANEOUS

### NOTICES

16.1 The provisions of this clause apply to notices under this deed:

- 16.1.1 the party giving a notice must sign it;
- 16.1.2 a notice to a party must be in writing addressed to that party at that party's address or facsimile number;
- 16.1.3 until any other address or facsimile number of a party is given by notice to the other parties, they are as follows:

**CROWN**

% The Solicitor-General  
Crown Law Office  
Level 10, Unisys House  
56 The Terrace  
(PO Box 2858)  
WELLINGTON

Facsimile No: 04 473 3482

**MANIAPOTO**

Maniapoto Maori Trust Board  
Matawhaiora Building  
49 Taupiri Street  
(PO Box 36)  
TE KUITI

Facsimile No: 07 878 6409

16.1.4 delivery of a notice may be made:

- (a) by hand;
- (b) by post with pre-paid postage; or
- (c) by facsimile;

16.1.5 a notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

16.1.6 if a notice is treated as having been received on a day that is not a business day, or after 5pm on a business day, that notice will (despite clause 16.1.5) be treated as having been received the next business day.



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

**AMENDMENT**

- 16.2 This deed may not be amended unless the amendment is in writing and signed by, or on behalf of, Maniapoto and the Crown.

**ENTIRE AGREEMENT**

- 16.3 This deed and the Waiwaia Accord:
- 16.3.1 constitute the entire agreement between the parties in relation to the matters referred to in this deed and the Waiwaia Accord; and
  - 16.3.2 supersede all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between Maniapoto, any representative entity and the Crown relating to those matters.

**NO WAIVER**

- 16.4 A failure, delay or indulgence by any party in exercising a power or right under or arising from this deed shall not operate as a waiver of that power or right.
- 16.5 A single, or partial, exercise of a power or right under or arising from this deed shall not preclude further exercises of that power or right or the exercise of another power or right.

**NO ASSIGNMENT**

- 16.6 Except as expressly provided in this deed or a document entered into under this deed, no party may transfer or assign any rights or obligations under or arising from this deed.



## 17 DEFINITIONS AND INTERPRETATION

### DEFINITIONS

17.1 In this deed, unless the context requires otherwise:

**accords** means the accords to be developed pursuant to part 8 of this deed;

**appointer** means in respect of a member of the co-governance entity, the Minister or iwi authority with power to appoint a person under part 3 of the schedule;

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

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

**catchment** means, in relation to the Upper Waipa River the area marked "C" on the SO plan;

**co-governance entity** means the Waikato River Authority;

**conservation component** has the meaning given to it in clause 7.6.3(a);

**conservation legislation** means the Conservation Act 1987 and the other Acts listed in the first schedule to that Act;

**Crown** has the meaning given to it in section 2(1) of the Public Finance Act 1989;

**date of this deed** means the date this deed is signed by the parties;

**Director-General** means the Director-General of Conservation;

**effective date** means the date which is 20 business days after the date this deed becomes unconditional;

**fisheries component** has the meaning given to it in clause 7.6.3(b);

**gift duty** means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, gift duty;



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

**GST** means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, goods and services tax;

**Guardians Establishment Committee** means the committee described in clause 1.4;

**income** has the meaning given to that term in section YA 1 of the Income Tax Act 2007;

**income tax** means income tax imposed under the Income Tax Act 2007 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, income tax;

**indemnified amount** means any and all of the money payable under part 12 of this deed and any amount provided as additional funds under clauses 6.26.2 and 6.28;

**indemnified party** means a party entitled to be indemnified by the Crown under part 14;

**indemnity payment** means any indemnity payment made by the Crown under or for the purposes of part 14, and **indemnify**, **indemnification** and **indemnity** have a corresponding meaning;

**local authority** has the meaning given to it in section 2(1) of the Resource Management Act 1991;

**Lower Waipa River** means the Waipa River from its junction with the Puniu River to its confluence with the Waikato River, being the parts of the Waipa River located within the area marked "A" on the SO plan;

**Maniapoto** means

- (a) the iwi of Maniapoto, being the collective group of people who are beneficiaries of the Maniapoto Maori Trust Board within the meaning of the Maniapoto Maori Trust Board Act 1988;
- (b) every individual referred to in paragraph (a); and
- (c) includes any iwi, hapu, whanau, or group of individuals to the extent that that iwi, hapu, whanau, or group of individuals is composed of people referred to in paragraph (a);

**Maniapoto legislation** means the bill referred to in clause 11.1 and, when that bill comes into force, means (if the context requires) the Act resulting from the passing of that bill;

**Maniapoto Objectives** means the objectives referred to in clause 4.1; and includes any amendments to those objectives that become effective under clause 4.4;





DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

**Ministers** means Ministers of the Crown;

**notice** means a notice in writing given under clause 16.1; and **notify** has a corresponding meaning;

**other component** has the meaning given to it in clause 7.6.3(d);

**parties** means Maniapoto, the Maniapoto Maori Trust Board and the Crown;

**payment** includes the credit, transfer or making available of cash amounts as well as to the transfer of non cash amounts;

**Recipients or Recipient** has the meaning given to it in clause 14.1.1 for the purposes of part 14;

**regional council component** has the meaning given to it in clause 7.6.3(c);

**representative entity** means the Maniapoto Maori Trust Board or a trust or other body advised and confirmed under clauses 10.5 and 10.6;

**Resource Management Act planning document** means:

- (a) a regional policy statement;
- (b) a regional plan;
- (c) a district plan; and
- (d) includes a proposed policy statement or plan,

as those terms are defined in the Resource Management Act 1991;

**River iwi** means Maniapoto, Waikato-Tainui, Raukawa, Te Arawa River Iwi, and Ngati Tuwharetoa;

**schedule** means the schedule to this deed;

**SO plan** means the plan set out in part 8 of the schedule;

**Transfer** for the purposes of part 14 includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available;

**Upper Waipa River** means the Waipa River from its source at Pekepeke to its junction with the Puniu River, being the parts of the Waipa River located within the area marked "C" on the SO plan;



## DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

**Upper Waipa River integrated management plan** means the plan to be prepared and approved under clauses 7.6.4 and 7.6.5;

**Vision and Strategy** means the Vision and Strategy as set out in part 1 of the schedule; and includes an amendment to the Vision and Strategy that becomes effective under clause 5.11.4;

**Waikato River** means the Waikato River from Te Taheke Hukahuka to Te Puaha o Waikato, and for the purposes of this deed includes the Lower Waipa River, being those parts of those rivers located within the areas marked "A" and "B" on the SO plan;

**Waikato River Authority** has the meaning given to it in section 6(3) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010;

**Waikato River Clean-up Trust** means the trust described in clause 6.10.1;

**Waikato-Tainui** has the meaning given to it in the Waikato-Tainui river deed;

**Waikato-Tainui river deed** means the deed of settlement entered into between the Crown and Waikato-Tainui dated 17 December 2009; and

**Waipa River** means the Waipa River from its source at Pekepeke to its confluence with the Waikato River, being the parts of the Waipa River located within the areas marked "A" and "C" on the SO plan;

### INTERPRETATION

- 17.2 This deed shall be interpreted in a manner that best furthers the overarching purpose of this deed.
- 17.3 In the interpretation of this deed, unless the context otherwise requires:
- 17.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this deed;
  - 17.3.2 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
  - 17.3.3 the singular includes the plural and vice versa;
  - 17.3.4 words importing one gender include the other genders;
  - 17.3.5 a reference to a part, clause, schedule or attachment is to a part, clause, schedule or attachment of or to this deed;
  - 17.3.6 a reference in a schedule to a clause or paragraph means a clause or paragraph in that schedule;



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

- 17.3.7 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted;
- 17.3.8 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors;
- 17.3.9 an agreement on the part of two or more persons binds each of them jointly and severally;
- 17.3.10 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- 17.3.11 a reference to a monetary amount is to New Zealand currency;
- 17.3.12 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 17.3.13 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 17.3.14 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction any legislation, except where this deed requires the Crown to introduce settlement legislation;
- 17.3.15 where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 17.3.16 in the event of a conflict between a provision in the main body of this deed (namely, any part of this deed except the schedule) and the schedule, then the provision in the main body of this deed prevails;
- 17.3.17 a reference to any document as set out in, or on the terms and conditions contained in, a schedule includes that document with such amendments as may be agreed in writing between the Maniapoto and the Crown;
- 17.3.18 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between the Maniapoto and the Crown;
- 17.3.19 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day;



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

- 17.3.20 a reference to time is to New Zealand time;
- 17.3.21 a reference to the Maniapoto legislation including a provision set out in this deed includes that provision with any amendment:
- (a) that is agreed in writing between Maniapoto and the Crown; or
  - (b) that results in a provision that is similar to that provided in this deed and does not have a material adverse effect on either of the parties; and
- 17.3.22 a reference to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter.



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

**SIGNED** as a deed on 27 September 2010

**SIGNED** for and on behalf of  
**THE SOVEREIGN**  
in right of New Zealand by the Minister  
for Treaty of Waitangi Negotiations  
in the presence of:

Hon Christopher Finlayson

**WITNESS**

Name: Louise Upston

Place of residence: Karapiro

Occupation: Member of Parliament Taupo

**SIGNED** for and on behalf of  
**THE SOVEREIGN**  
in right of New Zealand by the  
Minister of Finance only in relation to  
the indemnities given in part 14  
of this deed in the presence of:

Hon Simon William English

**WITNESS**

Name: ALEX HARRINGTON

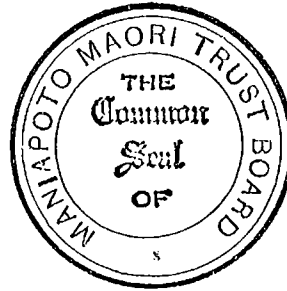
Place of residence: LOWER HUTT

Occupation: ECONOMIC ADVISOR



**DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER**

**THE SEAL OF THE  
MANIAPOTO MAORI TRUST BOARD**  
was affixed pursuant to a resolution  
of the Board and in the presence of:



Tiwha Bell  
Chairperson

Keith Ikin  
Deputy Chairperson

Janise Eketone  
Secretary

Rora Evans  
Member

John Kaati  
Member

Robert Koroheke  
Member

Weo Maa  
Member

Barbara Marsh  
Member

  
Hirere Moana  
Member

William Gannin Ormsby  
Member

Aloma Kahurangi Marae Shearer  
Member

Daniel Te Kanawa  
Member

Miria Te Kanawa-Tauriki  
Kingitanga representative

Kingi Turner  
Member

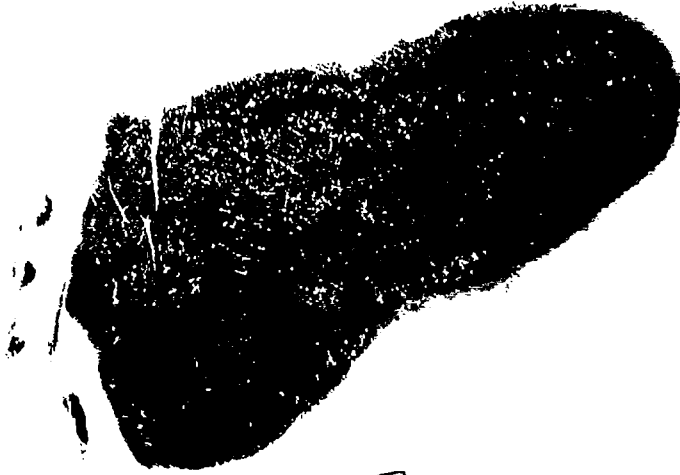
Raymond Tawhaki Wi  
Member

Hoani Titari John Wi  
Member



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

Other signatories



*Just. Pei*

*Rama Omata  
Damer Gokema  
Paki*



*Nyaka  
Kavangapani  
Oketone*



*Corey Jay  
Taimi Temoa  
Kefhas*



DEED IN RELATION TO CO-GOVERNANCE AND CO-MANAGEMENT OF THE WAIPA RIVER

**Other signatories**

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