

**SCHEDULE TO THE DEED**

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## **PART 1: VISION AND STRATEGY FOR THE WAIKATO RIVER**

### **VISION FOR THE WAIKATO RIVER**

Tōku awa koiora me ōna pikonga he kura tangihia o te mātāmuri

*"The river of life, each curve more beautiful than the last"*

Our vision is for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come.

### **OBJECTIVES FOR THE WAIKATO RIVER**

In order to realise the vision, the following objectives will be pursued:

- A. The restoration and protection of the health and wellbeing of the Waikato River.
- B. The restoration and protection of the relationship of Waikato-Tainui, with the Waikato River, including their economic, social, cultural, and spiritual relationships.
- C. The restoration and protection of the relationship of Waikato River Iwi according to their tikanga and kawa, with the Waikato River, including their economic, social, cultural and spiritual relationships.
- D. The restoration and protection of the relationship of the Waikato Region's communities, with the Waikato River, including their economic, social, cultural and spiritual relationships.
- E. The integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River.
- F. The adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effects that threaten serious or irreversible damage to the Waikato River.
- G. The recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments on the health and wellbeing of the Waikato River.
- H. The recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities.
- I. The protection and enhancement of significant sites, fisheries, flora and fauna.
- J. The recognition that the strategic importance of the Waikato River to New Zealand's social, cultural, environmental and economic wellbeing, requires the restoration and protection of the health and wellbeing of the Waikato River.

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- K. The restoration of water quality within the Waikato River so that it is safe for people to swim in and take food from over its entire length.
- L. The promotion of improved access to the Waikato River to better enable sporting, recreational, and cultural opportunities.
- M. The application to the above of both mātauranga Māori and latest available scientific methods.

### STRATEGIES FOR THE WAIKATO RIVER

To achieve the objectives, the following strategies will be followed:

1. Ensure that the highest level of recognition is given to the restoration and protection of the Waikato River.
2. Establish what the current health status of the Waikato River is by utilising mātauranga Māori and latest available scientific methods.
3. Develop targets for improving the health and wellbeing of the Waikato River by utilising mātauranga Māori and latest available scientific methods.
4. Develop and implement a programme of action to achieve the targets for improving the health and wellbeing of the Waikato River.
5. Develop and share local, national and international expertise, including indigenous expertise, on rivers and activities within their catchments that may be applied to the restoration and protection of the health and wellbeing of the Waikato River.
6. Recognise and protect wāhi tapu and sites of significance to Waikato-Tainui and other Waikato River iwi (where they do decide) to promote their cultural, spiritual and historic relationship with the Waikato River.
7. Recognise and protect appropriate sites associated with the Waikato River that are of significance to the Waikato regional community.
8. Actively promote and foster public knowledge and understanding of the health and wellbeing of the Waikato River among all sectors of the Waikato regional community.
9. Encourage and foster a "whole of river" approach to the restoration and protection of the Waikato River, including the development, recognition and promotion of best practice methods for restoring and protecting the health and wellbeing of the Waikato River.
10. Establish new, and enhance existing, relationships between Waikato-Tainui, other Waikato River iwi (where they so decide), and stakeholders with an interest in advancing, restoring and protecting the health and wellbeing of the Waikato River.
11. Ensure that cumulative adverse effects on the Waikato River of activities are appropriately managed in statutory planning documents at the time of their review.
12. Ensure appropriate public access to the Waikato River while protecting and enhancing the health and wellbeing of the Waikato River.

## PART 2: PROCESS TO REVIEW VISION AND STRATEGY

### Review of Vision and Strategy

- 1 During any review of the vision and strategy, the Waikato River Authority may:
  - 1.1 consult with such persons and organisations as the Authority considers appropriate;
  - 1.2 seek any information and commission any reports as the Authority considers appropriate; and
  - 1.3 take any other actions that the Authority considers appropriate.
- 2 If, following the review of the vision and strategy, the Waikato River Authority considers that an amendment to the vision and strategy may be appropriate, the Waikato River Authority will prepare a draft vision and strategy and will follow the process in clauses 3 to 17 below.

### Preparation of Draft Vision and Strategy

- 3 During the preparation of a draft vision and strategy, the Waikato River Authority will consult with:
  - 3.1 the Minister for the Environment, Minister of Conservation and Minister of Fisheries, and relevant government departments;
  - 3.2 relevant iwi authorities; and
  - 3.3 relevant local authorities.
- 4 During the preparation of a draft vision and strategy:
  - 4.1 the Waikato River Authority may consult with any other person or organisation; and
  - 4.2 may seek any information, commission any reports or take any other action considered appropriate by the Authority.

### Public Notice of Draft Vision and Strategy

- 5 Once the draft vision and strategy has been prepared, the Authority will give public notice of the draft vision and strategy and call for public submissions.
- 6 The public notice under clause 5 will be by notice in a daily newspaper or newspapers circulating in the Waikato region, and by any other method that the Authority considers appropriate.

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- 7 The Authority will ensure that the draft vision and strategy is available for public inspection at appropriate locations to facilitate public participation in the development of the vision and strategy.
- 8 The public notice identified in clause 5 must:
  - 8.1 state that the draft vision and strategy is available for inspection at the places and times specified in the notice; and
  - 8.2 call upon interested persons or organisations to lodge with the Waikato River Authority submissions on the draft vision and strategy, at the place and before the date specified in the notice, being a date not less than 20 business days after the date of the public notice.
- 9 The Authority will also give notice in writing, including a copy of the draft vision and strategy, to the persons or organisations who provided comment under clauses 3 and 4, inviting those persons or organisations to provide a written submission to the Authority on the draft vision and strategy before the date specified in the public notice.
- 10 Any person or organisation may make a written submission on the draft vision and strategy at the place and before the date specified in the public notice or notice given under clause 9.
- 11 A submission must include a statement as to whether the person or organisation wishes to be heard in support of that submission.

#### **Hearing of Submissions**

- 12 The Waikato River Authority will give every person or organisation who or which, in making any submission on the draft vision and strategy, asked to be heard in support of any submission a reasonable opportunity of appearing before the Authority.
- 13 The Authority must give notice in writing of not less than 10 business days to any person or organisation that has asked to be heard in support of a submission, and such notice must specify the dates, times and places of any hearings.
- 14 In hearing submissions on the vision and strategy, the Waikato River Authority may:
  - 14.1 appoint a committee to hear submissions;
  - 14.2 appoint to that committee any person that the Waikato River Authority considers to be appropriately qualified to hear submissions whether or not they are a member of the Waikato River Authority;
  - 14.3 request any person or organisation to provide further information or evidence in support of a submission;
  - 14.4 commission reports, or take any other action considered appropriate by the Waikato River Authority in relation to the hearing of submissions; and
  - 14.5 otherwise regulate its procedures as it sees fit.

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**Decision on Vision and Strategy**

- 15 Once the Waikato River Authority has completed the hearing and consideration of submissions, the Waikato River Authority will either:
- 15.1 notify the Crown and other appointers to the Waikato River Authority that it does not intend to make a recommendation that the vision and strategy be amended; or
  - 15.2 recommend to the Crown and other appointers to the Waikato River Authority that the vision and strategy be amended, and such a recommendation must set out in full the amended vision and strategy.
- 16 The Waikato River Authority may only make a recommendation that the vision and strategy be amended if such an amendment would be consistent with the overarching purpose of this deed, being the restoration and protection of the health and wellbeing of the Waikato River for present and future generations.
- 17 In making a decision under clause 15, the Waikato River Authority must:
- 17.1 seek to identify all reasonably practicable options for the achievement of the overarching purpose of the deed to restore and protect the health and wellbeing of the Waikato River for present and future generations;
  - 17.2 assess those options by considering (including where practicable a quantification of the benefits and costs of each option):
    - (a) the benefits and costs of each option in terms of the present and future social, economic, environmental, and cultural well-being of the communities associated with the Waikato River; and
    - (b) the extent to which the vision and strategy would be promoted or achieved in an integrated and efficient manner by each option.
- 18 The Waikato River Authority must include in the notification or recommendation under clause 15 a report summarising its assessment under clause 17.

## **PART 3: WAIKATO RIVER AUTHORITY**

### **Legal status**

- 1 The Raukawa co-management legislation will provide that:
  - 1.1 the Waikato River Authority is a body corporate separate from:
    - 1.1.1 its appointers, employees, and members; and
    - 1.1.2 the Waikato Regional Council and the territorial authorities referred to in clause 2.1.7.
  - 1.2 the duty of the members of the Waikato River Authority is to act to achieve the purpose of the Waikato River Authority.

### **Membership**

- 2 The Raukawa co-management legislation will provide that:

#### *Composition of membership*

- 2.1 the Waikato River Authority consists of 10 members being:
  - 2.1.1 1 member appointed by the Waikato Raupatu River Trust;
  - 2.1.2 1 member appointed by the trustees of the Te Arawa River Iwi Trust;
  - 2.1.3 1 member appointed by the Tūwharetoa Māori Trust Board;
  - 2.1.4 1 member appointed by the Raukawa Settlement Trust;
  - 2.1.5 1 member appointed by the Maniapoto Māori Trust Board;
  - 2.1.6 1 member appointed by the Minister for the Environment in consultation with the Minister of Finance, the Minister of Local Government and the Minister of Māori Affairs on the recommendation of the Waikato Regional Council;
  - 2.1.7 1 member appointed by the Minister for the Environment in consultation with the Minister of Finance, the Minister of Local Government and the Minister of Māori Affairs from persons recommended by the territorial authorities (other than the Auckland Council) whose boundaries fall within, or partly within, areas A and B on the SO plan; and
  - 2.1.8 3 members appointed by the Minister for the Environment in consultation with the Minister of Finance and the Minister of Māori Affairs;
- 2.2 in appointing members to the Waikato River Authority under clause 2.1.8, the appointing Minister:
  - 2.2.1 may seek recommendations from persons whom the Minister considers appropriate;

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- 2.2.2 must have regard to the members already appointed to the Waikato River Authority to ensure that the membership reflects a balanced mix of knowledge and experience in relation to the Waikato River; and
- 2.2.3 must ensure at least 2 members are ordinarily resident in the Waikato Region;
- 2.3 in recommending a person for appointment as a member of the Waikato River Authority a local authority must be satisfied that the person has the skills, knowledge or experience to:
  - 2.3.1 participate effectively in the governance of the Waikato River Authority and the management of its functions; and
  - 2.3.2 to contribute to the achievement of the overarching purpose of the deed to restore and protect the health and wellbeing of the Waikato River for present and future generations;
- 2.4 the decision of a local authority to recommend a person for appointment as a member of the Waikato River Authority:
  - 2.4.1 does not require the local authority to undertake consultation; and
  - 2.4.2 does not have the effect of making the Waikato River Authority a council organisation or a council-controlled organisation;
- 2.5 if the Waikato Regional Council fails or omits to make a recommendation under clause 2.1.6 the appointing Minister may appoint a member who, in the opinion of the Minister:
  - 2.5.1 has a sound knowledge of the Waikato region and its communities; and
  - 2.5.2 has the skills, knowledge or experience to:
    - (a) participate effectively in the governance of the Waikato River Authority and the management of its functions; and
    - (b) contribute to the achievement of the overarching purpose of this deed to restore and protect the health and wellbeing of the Waikato River for present and future generations;
- 2.6 if the territorial authorities referred to in clause 2.1.7 fail or omit to make a recommendation under clause 2.1.7, the appointing Minister may appoint a member who, in the opinion of the Minister:
  - 2.6.1 has a sound knowledge of local communities associated with the Waikato River and its catchments; and
  - 2.6.2 has the skills, knowledge or experience to:
    - (a) participate effectively in the governance of the Waikato River Authority and the management of its functions; and

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- (b) contribute to the achievement of the overarching purpose of the deed to restore and protect the health and wellbeing of the Waikato River for present and future generations;

*Method of appointment and length of membership*

- 2.7 a member is appointed by the appointer of the member giving a written or electronic notice to:
- 2.7.1 the other appointers; and
  - 2.7.2 the Waikato River Authority;
- 2.8 a notice given under clause 2.7 must state the date on which the appointment starts;
- 2.9 a member:
- 2.9.1 is appointed for a term of up to 3 years; and
  - 2.9.2 may be reappointed for further terms of up to 3 years each;

*Cessation of membership*

- 2.10 a member whose term of appointment has ended under clause 2.9.1 continues to hold office until:
- 2.10.1 the member is reappointed; or
  - 2.10.2 the appointer of the member appoints a successor for the member;
- 2.11 a member may resign from the Waikato River Authority by giving 4 weeks' written or electronic notice to:
- 2.11.1 the appointers; and
  - 2.11.2 the other members;
- 2.12 a member is removed as a member of the Waikato River Authority by the appointer of the member giving a written or electronic notice to:
- 2.12.1 the other appointers; and
  - 2.12.2 the Waikato River Authority;
- 2.13 a notice given under clause 2.12 must state the date on which the appointment stops;
- 2.14 an appointer may give notice under clause 2.12 only if the appointer is satisfied that the member:
- 2.14.1 is unable to perform the functions of office;
  - 2.14.2 is under a legal incapacity;
  - 2.14.3 is bankrupt;

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- 2.14.4 has neglected his or her duty as a member; or
- 2.14.5 has been guilty of misconduct;
- 2.15 clause 2.16 applies if:
  - 2.15.1 a member dies;
  - 2.15.2 a member's term of appointment ends and the member is not reappointed;
  - 2.15.3 a member resigns; or
  - 2.15.4 a member is removed as a member;
- 2.16 the appointer of the member must appoint a successor to the member as soon as reasonably practicable and within 4 weeks;

*Vacancies in membership*

- 2.17 clauses 2.18 and 2.19 apply if there is a vacancy in the membership of the Waikato River Authority because the appointer named in clauses 2.1.1 to 2.1.5:
  - 2.17.1 has not appointed a member; or
  - 2.17.2 has not appointed a successor to a member;
- 2.18 if the appointer is the Raukawa Settlement Trust and an appointment has not been made within 3 weeks, the chair of the Raukawa Settlement Trust will automatically be appointed as a successor to the member;
- 2.19 the Crown must reduce its representation at meetings held while there is a vacancy to ensure that the number of members appointed under clauses 2.1.6 to 2.1.8 at meetings equals the number of members appointed under clauses 2.1.1 to 2.1.5.

**Co-chairs**

- 3 The Raukawa co-management legislation will provide that:
  - 3.1 two members of the Waikato River Authority are to be co-chairs;
  - 3.2 the appointers of members under clauses 2.1.6 to 2.1.8 must designate one of those members to be one of the co-chairs;
  - 3.3 the members appointed under clauses 2.1.1 to 2.1.5 must designate one of their number to be one of the co-chairs;
  - 3.4 a co-chair:
    - 3.4.1 holds office for a term of up to 3 years unless before his or her term as co-chair ends he or she ceases to be a member of the Waikato River Authority; and
    - 3.4.2 may hold office for further terms of up to 3 years each for so long as he or she continues to be a member of the Waikato River Authority;

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3.5 when designating a person to be a co-chair under clauses 3.2 and 3.3 those responsible for making the designation must consider the person's knowledge, experience, and expertise relevant to:

3.5.1 the functions and powers of the Waikato River Authority; and

3.5.2 the role and responsibilities of co-chairs of the Waikato River Authority.

**Setting up meetings**

4 The Raukawa co-management legislation will provide that:

4.1 the Waikato River Authority:

4.1.1 must hold 4 meetings a year; and

4.1.2 may hold as many more meetings as are necessary to enable the Waikato River Authority to perform its functions and exercise its powers properly;

4.2 the Waikato River Authority must meet within the first 2 months of each financial year;

4.3 at the initial meeting of each financial year, the Waikato River Authority must adopt a schedule of meetings for the coming year;

4.4 notices of meetings must be given as follows:

4.4.1 for the initial meeting of the financial year, the notice must be given at least 5 business days before it;

4.4.2 once the Waikato River Authority has adopted a schedule of meetings:

(a) the notice must be given at least 5 business days before the first meeting on the schedule; and

(b) a notice to members of the schedule or a change to the schedule constitutes a notice of every meeting on the schedule or the schedule as amended;

4.4.3 the co-chairs must give the notice;

4.4.4 the notice must be given to each member;

4.4.5 the notice must state the date, time, and place of the meeting;

4.4.6 the notice must be given by hand, by post, or by an electronic means; and

4.4.7 except when the Waikato River Authority is meeting to exercise its functions as trustee of the Waikato River Clean-Up Trust, notices of meetings must be published in:

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

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- (b) one or more other newspapers that have at least an equivalent circulation in the Waikato region; and
  - (c) any other newspapers the Authority considers appropriate;
- 4.5 a member may waive the requirement of giving notice of a meeting to him or her;
- 4.6 a member may request leave of absence from a particular meeting.

**At meetings**

- 5 The Raukawa co-management legislation will provide that:
- 5.1 the Waikato River Authority must keep and approve the minutes of its meetings;
  - 5.2 the properly kept and approved minutes are prima facie evidence of the business transacted at the meetings;
  - 5.3 a resolution of the Waikato River Authority is valid when the co-chairs certify it;
  - 5.4 a member has the right to attend any meeting, unless lawfully excluded;
  - 5.5 a member unable to attend a meeting in person may attend by way of an electronic means;
  - 5.6 the quorum for meetings is 6 members, who must include:
    - 5.6.1 at least one of the co-chairs; and
    - 5.6.2 three members appointed under clauses 2.1.1 to 2.1.5; and
    - 5.6.3 three members appointed under clauses 2.1.6 to 2.1.8;
  - 5.7 a meeting is properly constituted if a quorum is present;
  - 5.8 at least a quorum must be present during the whole of the time at which the business is transacted at the meeting;
  - 5.9 members may bring to meetings such advisers as the Waikato River Authority considers necessary to facilitate the efficient transaction of the meeting's business;
  - 5.10 except when the Waikato River Authority is meeting to exercise its functions as trustee of the Waikato River Clean-Up Trust, meetings of the Waikato River Authority must be open to the public;
  - 5.11 despite clause 5.10, the co-chairs may:
    - 5.11.1 exclude the public from any meeting, or any part of a meeting, of the Waikato River Authority:
      - (a) if attendance of the public would result in disclosure of information for which, in the opinion of the co-chairs, good reason exists for withholding the information; or

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- (b) to enable the Waikato River Authority to deliberate in private;
- 5.11.2 require a member of the public to leave a meeting if, on reasonable grounds, the co-chairs believe that the behaviour of the member of the public is likely to prejudice or continue to prejudice the orderly conduct of the meeting;
- 5.12 a member of the public required to leave a meeting who refuses or fails to do so or attempts to re-enter without permission may be removed by a constable or an officer or employee of the Waikato River Authority;
- 5.13 for the purposes of clauses 5.10 to 5.12 "public" includes bona fide members of the news media.

#### Decision making

- 6 The Raukawa co-management legislation will provide that:
  - 6.1 members must reach decisions pursuing:
    - 6.1.1 the highest level of good faith engagement; and
    - 6.1.2 consensus decision-making; and
  - 6.2 members must approach decision making in a manner that is consistent with, and reflects, the purpose of the Waikato River Authority.

#### Decisions by Minister and nominated person

- 7 The Raukawa co-management legislation will provide that:
  - 7.1 if the members of the Waikato River Authority are unable to reach a decision as described in clause 6.1, they must refer the matter to:
    - 7.1.1 the Minister for the Environment or another Minister nominated by the Minister for the Environment; and
    - 7.1.2 a person nominated by the members appointed under clauses 2.1.1 to 2.1.5;
  - 7.2 when referring a matter to a Minister and a nominated person under clause 7.1, the members of the Waikato River Authority must provide the Minister and the nominated person with a written statement of the matters in disagreement and the reasons for the disagreement;
  - 7.3 the Minister and the nominated person must work in good faith to resolve the matter;
  - 7.4 if the Minister and the nominated person reach agreement on a resolution of the matter, they must notify the Waikato River Authority of the recommended resolution;
  - 7.5 after receiving a recommendation under clause 7.4, the members of the Waikato River Authority must seek to resolve the matter;

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- 7.6 if within 20 business days of receiving a recommendation under clause 7.4 the members of the Waikato River Authority have not resolved the matter, the recommendation becomes binding and the Waikato River Authority must give effect to it;
- 7.7 if within 30 business days of receiving a referral under clause 7.1 the Minister and the nominated person do not reach agreement on a resolution, they must advise the Waikato River Authority that the matter has not been resolved.

#### **Members bound by decisions**

- 8 The Raukawa co-management legislation will provide that:
- 8.1 members are bound by the decisions and recommendations made by the Waikato River Authority and by recommendations of the Minister and the nominated person that have become binding under clause 7.6; and
- 8.2 members must not take steps to undermine the decisions and recommendations.

#### **Validity and invalidity**

- 9 The Raukawa co-management legislation will provide that:
- 9.1 the appointment of a member is not invalid because of a defect in the appointment;
- 9.2 a meeting is not invalid if a member does not receive a notice of the meeting or does not receive it in time unless:
- 9.2.1 the person responsible for giving the notice is proved to have acted in bad faith or without reasonable care; and
- 9.2.2 the member concerned did not attend the meeting;
- 9.3 a meeting is not invalid if notice of the meeting is not published as required by clause 4.4.7 or is not published in time; and
- 9.4 nothing done by the Waikato River Authority is invalid because of:
- 9.4.1 a vacancy in the membership of the Waikato River Authority at the time the thing was done; or
- 9.4.2 the subsequent discovery of a defect in the appointment of a person acting as a member; or
- 9.4.3 the subsequent discovery that the person was incapable of being a member; or
- 9.4.4 a member contravenes clauses 10.1.1 or 10.1.2.

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- 10 The Raukawa co-management legislation will provide that:

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- 10.1 if a member has a material interest in the performance of a function, exercise of a power or making of a decision or recommendation by the Waikato River Authority:
- 10.1.1 the member must declare the nature of the interest:
    - (a) at a meeting of the Waikato River Authority; and
    - (b) to the co-chairs; and
    - (c) if the member is a co-chair, to the member's appointer and the other co-chair;
  - 10.1.2 the member must not take part in any deliberations or proceedings, including any form of decision-making, concerning the matter in which the member has a material interest;
  - 10.1.3 the co-chairs, or either of them, may require the member to leave the meeting; and
  - 10.1.4 if the member does not leave the meeting, the co-chairs, or either of them, may adjourn the meeting until the member does leave;
- 10.2 if the member contravenes clauses 10.1.1 or 10.1.2:
- 10.2.1 his or her participation in the decision will not be counted;
  - 10.2.2 the member will not be counted in the quorum present at the meeting;
  - 10.2.3 the co-chairs must:
    - (a) as soon as practicable after becoming aware that a member has contravened clauses 10.1.1 or 10.1.2, report the contravention to the appointers; and
    - (b) record the contravention in the annual report of the Waikato River Authority;
- 10.3 a material interest arises when a member:
- 10.3.1 is a party to, or will derive a material financial benefit from, the transaction or matter; or
  - 10.3.2 has a material financial interest in another party to the transaction, or in a person to whom the matter directly relates; or
  - 10.3.3 is a director, officer, member, or trustee of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or
  - 10.3.4 is the parent, child, spouse, civil union partner, or de facto partner of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or

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10.3.5 through their membership of a local authority, public body, group, organisation, or iwi has a vested interest in the subject-matter under consideration of such a nature that any decision in which the member participated would be, or would have the appearance of being, improperly influenced by that interest or connection; but

10.3.6 does not arise:

(a) merely because the member is a ratepayer; or

(b) merely because the member is a member of a local authority; or

(c) merely because the member is a member of an iwi or hapū if the connection through membership of an iwi or hapū is of the same nature as other members of the iwi or hapū; or

(d) merely because the economic, social, cultural and spiritual values of any iwi or hapū and their relationships with the Waikato River are advanced by or reflected in:

i. the subject-matter under consideration;

ii. any decision by or recommendation of the Waikato River Authority; or

iii. participation in the matter by the member; and

10.4 members whose appointment was recommended by a local authority are not:

10.4.1 disqualified from participating in any decision-making by the local authority by virtue of being a member or participating in making a decision of the Waikato River Authority;

10.4.2 bound by the provisions of the Local Government Act 2002 when acting or making decisions as a member of the Waikato River Authority; or

10.4.3 bound to consult with or seek direction from the local authority.

**Administration**

11 The Raukawa co-management legislation will provide that:

11.1 the Crown bears the reasonable operational costs of the Waikato River Authority;

11.2 there shall be paid to members of the Waikato River Authority, out of money appropriated by Parliament:

11.2.1 fees as determined by the Minister of Finance in accordance with the fees framework; and

11.2.2 in accordance with the fees framework, reimbursing allowances or actual and reasonable expenses incurred in undertaking the functions and duties of the Waikato River Authority;



**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**

**SCHEDULE TO THE DEED**

- 11.3 in clause 11.2, fees framework means the framework determined by the Government from time to time for the classification and remuneration of statutory and other bodies in which the Crown has an interest;
- 11.4 a member is not entitled to compensation or any other payment or benefit if he or she ceases for any reason to be a member of the Waikato River Authority;
- 11.5 a member is not liable for anything done or omitted in good faith in the performance of the functions of the Waikato River Authority or the exercise of its powers.

**Reporting and audit**

12 The Raukawa co-management legislation will provide that:

- 12.1 no later than 4 months after the end of each financial year, the Waikato River Authority must provide a report to the appointers;
- 12.2 the report must be signed by the co-chairs and include (but not be limited to) the following information:
  - 12.2.1 the dates and times of meetings of the Waikato River Authority that occurred during that year;
  - 12.2.2 details of any advice and recommendations made by the Waikato River Authority during that year;
  - 12.2.3 the outcomes achieved by the Waikato River Authority during that year;
  - 12.2.4 the results of monitoring carried out by the Waikato River Authority during the year;
  - 12.2.5 any other activities undertaken by the Waikato River Authority during that year;
  - 12.2.6 the annual financial statements of the Waikato River Authority for that year;
  - 12.2.7 for each member, the total value of fees, allowances, reimbursements or other benefits paid or payable to the member during that year;
  - 12.2.8 the Auditor-General's audit report for that year; and
  - 12.2.9 any other information that is necessary to enable an informed assessment to be made of the operations and performance of the Waikato River Authority for that year;
- 12.3 the Waikato River Authority must publish every report;
- 12.4 no later than 6 months after the end of each financial year, the Waikato River Authority must hold an annual meeting;
- 12.5 notices of the annual meetings must be given as follows:
  - 12.5.1 to the appointers at least 10 business days before the meeting is to be held;

## **DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**

### **SCHEDULE TO THE DEED**

- 12.5.2 by the co-chairs;
- 12.5.3 by hand, by post, or by an electronic means;
- 12.6 notices of the annual meetings must include the annual reports and any other information that the Waikato River Authority considers the appointers may require to assess the activities of the Authority during the year in question; and
- 12.7 the Waikato River Authority is a public entity as defined in section 4 of the Public Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.

#### **Access to information**

- 13 The Raukawa co-management legislation will provide that:
  - 13.1 any member of the public may, without payment of a fee, inspect, during normal business hours:
    - 13.1.1 at least 2 business days before a meeting of the Waikato River Authority, copies of agendas and reports circulated to members relating to the meeting; and
    - 13.1.2 copies of minutes of a meeting or part of a meeting (not being a meeting where the public was excluded);
  - 13.2 the co-chairs of the Waikato River Authority may classify reports, minutes, documents or parts of reports, minutes or documents, or classes of document as confidential in which case they must be withheld from inspection by a member of the public;
  - 13.3 any member of the public who inspects a document may take notes and, on payment of any fee the Waikato River Authority may prescribe, obtain from the Waikato River Authority a copy of any part of a document inspected by the member of the public;
  - 13.4 any defamatory matter in a document inspected by a member of the public under clause 13.1 shall be privileged unless, in any proceedings for defamation in respect of that publication, the plaintiff proves that, in publishing the matter, the defendant was predominantly motivated by ill will towards the plaintiff;
  - 13.5 any oral statement made at any meeting of the Waikato River Authority shall be privileged, unless, in any proceedings for defamation in respect of the statement, the plaintiff proves that, in making the statement, the defendant was predominantly motivated by ill will towards the plaintiff; and
  - 13.6 the privilege conferred in clauses 13.4 and 13.5 is in addition to and not in substitution for or derogation of any other privilege, whether absolute or qualified, that applies, by virtue of any other enactment or rule of law, to the proceedings of the Waikato River Authority.

#### **First steps**

- 14 The Raukawa co-management legislation will provide that:
  - 14.1 the terms of membership of the initial members are as follows:

**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**

**SCHEDULE TO THE DEED**

- 14.1.1 for the purposes of clauses 2.1.4 and 2.1.5, the initial members are appointed for terms of three years;
- 14.1.2 for the purposes of clauses 2.1.2, and 2.1.3, the initial members are appointed for terms of two years;
- 14.1.3 for the purposes of clause 2.1.1, the initial member is appointed for a term of 5 years;
- 14.1.4 for the purposes of clauses 2.1.6 and 2.1.7, the initial members are appointed for terms of two years; and
- 14.1.5 for the purposes of clause 2.1.8, the initial members are appointed for terms of three years;
- 14.2 the Waikato River Authority must have its first meeting within three months of the commencement date;
- 14.3 the initial co-chairs are:
  - 14.3.1 the member appointed under clause 2.1.1; and
  - 14.3.2 one of the members appointed under clause 2.1.8; and
- 14.4 despite clause 3.4.1, for 5 years following the commencement date the member appointed under clause 2.1.1 will be the designated co-chair under clause 3.3.

## **PART 4: TERMS OF WAIKATO RIVER CLEAN-UP TRUST**

### **1 INTERPRETATION**

1.1 In this part, unless the context require otherwise-

**Conflict Transaction** has the meaning given to it in clause 13.1.

**Financial Year** means the period of 1 year commencing on 1 July in each calendar year.

**Insurance Policy** means any policy of insurance and any policy of assurance.

**Objects** means the objects of the Trust described in clause 3.1.

**Property** means all property (whether real or personal) and includes choses in action, rights, interests and money.

**River iwi** means-

- (a) Waikato-Tainui; and
- (b) Maniapoto; and
- (c) Raukawa; and
- (d) Te Arawa; and
- (e) Ngāti Tūwharetoa.

**Security** means any share, stock, debenture, debenture stock, bond, note, option, or form of other security.

**Scoping Study** means the independent scoping study commissioned and funded by the Crown under the 2008 deed to:

- (a) identify rehabilitation priorities in relation to the Waikato River and the likely cost of those priority activities; and
- (b) provide useful background information to the establishment and operation of the Trust.

**Tax Act** means the Income Tax Act 2007.

**Trust** means the trust established by settlement legislation, on the terms set out in this part or otherwise specified in the settlement legislation.

## DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER

### SCHEDULE TO THE DEED

**Trust Fund** means the Property that is from time to time received and held by the Trustee on the terms of the Trust (whether received from the Crown or otherwise) and any growth in that Property that is from time to time held by the Trustee on the terms of the Trust.

**Trustee** means the Waikato River Authority.

**Vision and Strategy** means the vision and strategy as set out in part 1 of this schedule; and includes an amendment to the vision and strategy that becomes effective under clause 5.4.3.

**Waikato River** means the Waikato River from Te Waiheke Huka to Te Pūaha o Waikato, and includes the Waipā River from its junction with the Pūniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked "A" and "B" on SO Plan 409144.

#### 2 NAME OF TRUST

The Trust is known as the Waikato River Clean-Up Trust but the Trustee may amend or change the name by deed.

#### 3 OBJECTS OF TRUST

3.1 The Trust is a trust for charitable purposes and the Trust Fund must be applied and used exclusively by the Trustee for projects to restore and protect the health and wellbeing of the Waikato River.

3.2 Wherever possible, the Objects are to be interpreted having adequate regard to:

(a) the Vision and Strategy; and

(b) the Scoping Study.

#### 4 APPLICATION OF INCOME

4.1 The Trustee may at any time, after payment of or provision for all costs, charges and expenses of the Trustee in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust to promote or advance such of the Objects as the Trustee determines.

#### 5 APPLICATION OF CAPITAL

5.1 The Trustee may at any time pay or apply all or any of the capital of the Trust to promote or advance such of the Objects as the Trustee determines.

#### 6 APPLICATION FOR FUNDING

6.1 The Trustee must devise an appropriate process for inviting and dealing with applications to the Trust for funding for projects to restore and protect the health and wellbeing of the Waikato River.

**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**  
**SCHEDULE TO THE DEED**

- 6.2 Funding will be available on a contestable basis for use in projects to achieve the object of the trust that are:
- 6.2.1 proposed by any applicants (including Waikato-Tainui, Maniapoto, Raukawa, Te Arawa , Ngāti Tūwharetoa, 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
  - 6.2.2 considered by the Trustee under a process devised by the Trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and
  - 6.2.3 approved by the Trustee after due consideration.
- 6.3 The Trustee must-
- (a) prepare an annual plan or similar strategy document that identifies priority areas for funding, consistent with the Objects; and
  - (b) identify the criteria, based on relevant factors, to be applied by the Trustee in approving or rejecting applications; and
  - (c) make public both the annual plan (or other strategy document) and the criteria.
- 6.4 The process devised by the Trustee must be designed to ensure to the extent reasonably possible:
- (a) the targeting of funding to priority areas identified by the Trustee in its annual plans; and
  - (b) preference being given to projects that achieve practical results over mere research projects;
  - (c) contestability in the allocation of funds from the Trust Fund; and
  - (d) efficiency in the allocation and use of the funds from the Trust Fund (including having particular regard to the desirability of applicants using alternative sources of funds available to applicants); and
  - (e) accountability by the applicants for the use of funds granted; and
  - (f) that adequate regard is given to the vision and strategy; and
  - (g) that adequate regard is given to the Scoping Study and any other relevant research; and
  - (h) that adequate regard is given to the extent to which projects would further iwi environmental plans, in the case of applications from iwi or applications based on mātauranga Māori or on the mauri of the Waikato River.

**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**

**SCHEDULE TO THE DEED**

- 6.5 The Trustee must devise appropriate forms or templates for applications that will ensure that the information provided by applicants to the Trustee is sufficient to enable the Trustee to make properly informed decisions by being:
- (a) complete; and
  - (b) supported by adequate technical material and other submissions and evidence; and
  - (c) timely.
- 6.6 The Trustee must only approve an application for funding:
- (a) after due consideration; and
  - (b) subject to adequate and appropriate accountability requirements being imposed on the applicant:
    - (i) for achievement of targets or milestones; and
    - (ii) for reporting back to the Trustee on the use of funds and results achieved; and
    - (iii) that do not impose unduly onerous obligations on applicants with limited infrastructure, such as marae.
- 6.7 In making a decision under clause 6.6, the members of the Trustee must pursue:
- 6.7.1 the highest level of good faith engagement; and
  - 6.7.2 consensus decision-making.

**7 FUNDING FROM NON-CROWN SOURCES**

- 7.1 The Trustee may accept any Property donated by a person in addition to the Crown to be held on the terms of the Trust.
- 7.2 The Trustee must not accept a donation of any Property if the donation is subject to a condition that is inconsistent with the Objects.

**8 RESETTLEMENT**

The Trustee has power in its discretion to settle or resettle all or any of the capital or income or both of the Trust upon trust for the advancement or benefit of one or more of the Objects as the Trustee decides, but the settlement or resettlement-

- (a) must not breach any applicable rule against perpetuities; and
- (b) is subject to the approval of the Crown and the River iwi.

**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**

**SCHEDULE TO THE DEED**

**9 INVESTMENT OF TRUST FUND**

9.1 The Trustee may invest all or any of the Trust Fund in any Property that is from time to time permitted by the laws of New Zealand for the investment of the funds of trusts, including full power to buy or otherwise acquire any Property and full power to sell or otherwise dispose of any of the Trust Fund.

9.2 The Trustee, in exercising its investment powers, must act-

- (a) prudently in accordance with the applicable provisions of Part 2 of the Trustee Act 1956 relating to prudent investment; and
- (b) having due regard to the Objects.

**10 POWERS AND DISCRETIONS OF TRUSTEE**

10.1 In addition to all the powers, authorities and discretions vested in the Trustee by law or by this part, the Trustee in its discretion may at all times and from time to time exercise the fullest possible powers and authorities as if it was the beneficial owner of the Trust Fund provided that each exercise by the Trustee of a power or authority is reasonably necessary or advisable in order to further the achievement of the Objects.

10.2 Without prejudice to the generality of clause 10.1, the Trustee has the powers set out in the clause 10.4 and may in its discretion exercise any one or more of those powers.

10.3 All powers and authorities and discretions that the Trustee has, including the powers in clause 10.4, may be exercised by the Trustee in its absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as it thinks fit.

10.4 The Trustee has power in accordance with clause 10.1 of this part:

- (a) to sell, call in, and convert into money or other Property the whole or any part of the Trust Fund;
- (b) to accumulate the income of the Trust Fund;
- (c) to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustee or falling due in future;
- (d) to open and maintain a bank account and to decide who will be the signatories to that account;
- (e) to raise or borrow money (either bearing or free of interest) from any person;
- (f) to secure the repayment of money borrowed and any interest on it by mortgage or charge over all or any of the Property that is part of the Trust Fund;



**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**

**SCHEDULE TO THE DEED**

- (g) to apply money borrowed for any of the purposes for which the income or the capital of the Trust Fund may be applied, used or invested;
- (h) to set apart any portion of the Trust Fund:
  - (i) as a sub-trust;
  - (ii) as a special endowment;
  - (iii) for a special purpose;
  - (iv) under any special or distinguishing name -and the portion set apart and any accretions to it may be applied for the purpose for which it was set apart or for any other purpose authorised by this part;
- (i) to advertise the Trust and the Objects;
- (j) to seek, receive or decline conveyances, transfers, gifts, devises, donations or bequests of Property;
- (k) to obtain incorporation or registration of the Trust in accordance with any law from time to time in force relating to charitable trusts;
- (l) to appoint or engage or employ any person or company for any period:
  - (i) as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this part;
  - (ii) as an attorney or delegate for the Trustee in New Zealand or elsewhere for all or any of the purposes of the Trust;
  - (iii) as a manager or agent for or on behalf of the Trustee in all or any matters relating to the management and the control of the Trust, and any business owned by the Trustee or in which it is concerned;
  - (iv) as a secretary of the Trustee; or
  - (v) as an employee of the Trustee in all or any matters relating to the Trust;
- (m) to act upon any opinion or advice or information obtained from a person or entity referred to in paragraph (l)(i) of this clause 10.4;
- (n) to determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust in a manner conducive to the attainment of the Objects;

**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**

**SCHEDULE TO THE DEED**

- (o) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects; and
- (p) subject to clause 12 of this part, to pay from the income or capital of the Trust Fund any costs or expenses incurred in the course of the Trustee discharging, carrying out or exercising any of its duties and powers.

**11 BENEFITS AND ADVANTAGES**

11.1 Notwithstanding anything to the contrary in part 4 of this Schedule (but subject to clause 11.2), no person with some control over any business carried on by, for or for the benefit of the Trust is able to direct or divert, to their own benefit or advantage an amount from the Trust, except that:

- (a) the Trustee may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustee in connection with the affairs of the Trust and not met by the Crown; and
- (b) the Trustee may pay reasonable and proper remuneration to any person or firm or company in return for services actually rendered to the Trust.

11.2 Clause 11.1 does not apply if and to the extent that there is an amendment to the Tax Act or any other relevant legislation that results in a person with some control over any business carried on by, for or for the benefit of the Trust being able to direct or divert an amount derived by the Trust to their own benefit or advantage without compromising the charitable tax status of the Trust.

11.3 In this clause 11:

- (a) benefit or advantage will include those benefits or advantages listed in section CW 42(8) of the Tax Act; and
- (b) person with some control over the business will include a person who has control of the types described in sections CW 42(5) to (7) of the Tax Act.

**12 NO PRIVATE PECUNIARY PROFIT OF ANY INDIVIDUAL AND EXCEPTIONS**

12.1 No private pecuniary profit shall be made by any person involved in this Trust, except that:

- (a) any Trustee or committee member appointed by the Trustee shall be entitled to be reimbursed out of the assets of the Trust for all expenses which he or she properly incurs in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable and proper remuneration to any officer or servant of the Trust [(whether a Trustee or not)] in return for services actually rendered to the Trust;
- (c) any Trustee is to be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or

**SCHEDULE TO THE DEED**

entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;

- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust;
- (e) the Trustee, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by clauses 11 and 3 of this deed are strictly observed.

**13 INTERESTED MEMBERS OF TRUSTEE**

13.1 A conflict transaction (**Conflict Transaction**) exists for a member of the Trustee when:

- (a) the member has been, is, becomes or intends to become associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any company, partnership, organisation, group or trust with which the Trustee is transacting, including in particular in relation to an application for funding; or
- (b) the interests or duty of the member in any particular matter conflicts or might conflict with his or her duty to the Trust.

13.2 However, a Conflict Transaction does not arise for a member in relation to an application for funding merely because the member is a member of an iwi that is making the application.

13.3 When a Conflict Transaction exists for a member:

- (a) the member for whom the Conflict Transaction exists must declare the nature of the conflict or the potential conflict at a meeting of the Trustee; and
- (b) the member must not take part in any deliberations or proceedings, including decision-making, relating to the Conflict Transaction; and
- (c) if the member contravenes paragraphs (a) or (b) in this clause 13.3, his or her participation will not be counted, and neither will the member be counted in the quorum present at the meeting.

13.4 When a Conflict Transaction exists for a member,-

- (a) the chair of a meeting of the Trustee may require the member to leave the meeting; and
- (b) if the member does not leave the meeting, the chair may adjourn the meeting until the member does leave.

*CM*

*b. A*

**SCHEDULE TO THE DEED**

**14 EXECUTION OF DOCUMENTS**

Whenever the Trustee needs to sign or attest to any deed, agreement or contract under a resolution of the Trustee, it will be sufficient for that deed, agreement or contract to be signed or attested to by-

- (a) any two or more members of the Trustee; or
- (b) an attorney, agent or other delegate validly appointed by the Trustee for the purpose of signing or attesting to that deed, agreement or contract.

**15 COSTS AND INDEMNITY**

15.1 In accordance with the settlement legislation, the Crown will meet the reasonable operational costs of the Trustee.

15.2 To the extent the Crown contribution to the operational costs is insufficient, the Trustee is fully indemnified by and out of the Trust Fund (whether from the capital or the income of the Trust Fund) for any loss or liability which it incurs in the carrying out or omission of any function, duty or power of the Trustee under this part and in respect of any outlay or expenses incurred by it in the management and administration of the Trust.

**16 ACCOUNTS AND AUDIT**

16.1 The Trustee must ensure that financial records are kept for the Trust.

16.2 The financial records must present the Trust's receipts, credits, payments, liabilities and all other matters necessary or appropriate in a way that shows the true state and condition of the financial affairs of the Trust.

16.3 The annual accounts of the Trust must be prepared by a chartered accountant appointed by the Trustee.

16.4 The Trustee must have the annual accounts audited by the Auditor-General.

16.5 The financial records and annual accounts will be kept at the Trustee's office or at such other place as the Trustee thinks fit.

16.6 The financial records and annual accounts must always be available to be inspected by any member of the Trustee.

**17 REPORTING**

17.1 At the end of each Financial Year, the Trustee must provide an annual report to the Crown (through the Minister for the Environment) and the River iwi in relation to the affairs of the Trust during the Financial Year and arrange for that report to be published.

17.2 The report must include:

*AM*  
*6/11*

**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**

**SCHEDULE TO THE DEED**

- 17.2.1 the accounts for the Financial Year prepared and audited under clause 16;
- 17.2.2 adequate details of the applications for funding approved by the Trustee under clause 7 during the Financial Year; and
- 17.2.3 adequate details of the reports received by the Trustee from applicants in relation to the use of the funds and results achieved.

**18 BORROWING**

- 18.1 No lender to the Trustee in respect of the Trust need enquire about the necessity for any borrowing, or the purpose for which it is required, or the use of the money borrowed.

**19 WINDING UP**

- 19.1 The Trust will be wound up on the earlier of:

- 19.1.1 the date the Trust Fund has finally been exhausted; and

- 19.1.2 the date the Trustee determines subject to the approval of the Crown and River iwi.

- 19.2 On the winding up the Trustee will pay or apply such of the capital and income of the Trust Fund as then remains (if any) towards the furtherance of such of the Objects as the Trustee determines.

**20 GOVERNING LAW**

The Trust will be governed by and construed in accordance with the laws of New Zealand.

**PART 5: FORM OF JOINT MANAGEMENT AGREEMENT**

**RAUKAWA SETTLEMENT TRUST**

and

**[LOCAL AUTHORITY]**

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**JOINT MANAGEMENT AGREEMENT**

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**[DATE]**

**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**  
**SCHEDULE TO THE DEED**

**This JOINT MANAGEMENT AGREEMENT is made between:**

**THE RAUKAWA SETTLEMENT TRUST ("Raukawa")**

**and**

**[LOCAL AUTHORITY]**

SCHEDULE TO THE DEED

**PURPOSE**

1. [The purpose of this agreement is to provide for an enduring relationship between the parties through the shared exercise of functions, duties and powers and to give effect to the Raukawa co-management legislation].

**BACKGROUND**

2. On 4 September 2008, Raukawa, the Te Arawa River Iwi and the Crown signed the Agreement in Relation to a Co-Management Framework for the Waikato River (the "**Raukawa agreement**"), which was directed to deliver a new era of co-management over the Waikato River with an overarching purpose of restoring and protecting the health and wellbeing of the Waikato River for present and future generations.
3. Pursuant to agreements in the Deed of Settlement in Relation to the Waikato River with Waikato-Tainui ("**Waikato-Tainui deed**"), a committee known as the Waikato River Statutory Board Establishment Committee ("**SBEC**") was established with representatives from Waikato-Tainui and local authorities. A purpose of the SBEC was to consider functions under the Resource Management Act 1991 and Local Government Act 2002.
4. The SBEC recommended:
  - (a) the establishment of joint management agreements in relation to relevant functions under the Resource Management Act 1991; and
  - (b) an ongoing commitment exploring the potential for transfers, delegations and sharing of relevant functions under the Resource Management Act 1991 and Local Government Act 2002.
5. In 2009 the Crown conducted a review of all Waikato River co-management agreements and as a consequence Raukawa agreed to negotiate with the Crown with a view to enhancing the delivery of the outcomes under the Raukawa agreement.
6. That negotiation led to Raukawa and the Crown agreeing the Deed in Relation to a Co-Management Framework for the Waikato River on 17 December 2009 ("**co-management deed**"), which includes provisions relating to joint management agreements.
7. The [Raukawa co-management legislation] was enacted to give effect to the co-management deed.
8. This joint management agreement ("**agreement**") is entered into pursuant to the co-management deed and the [Raukawa co-management legislation].



**SCHEDULE TO THE DEED**

**PRINCIPLES**

9. Raukawa and the local authority agree that, in working together under this agreement, they will:
- (a) give appropriate weight to the relevant matters and documents provided for under the co-management deed and [Raukawa co-management legislation], including:
    - (i) the overarching purpose of the deed, being to restore and protect the health and wellbeing of the Waikato River for present and future generations;
    - (ii) the vision and strategy;
    - (iii) the integrated river management plan; and
    - (iv) the Raukawa environmental management plan;
  - (b) respect the mana whakahaere of Raukawa;
  - (c) act in a manner consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi; and
  - (d) recognise the statutory functions, powers and duties of the local authority under legislation.
10. In working together under this agreement, Raukawa and the local authority will:
- (a) commit to work together in good faith and a spirit of co-operation;
  - (b) commit to open, honest and transparent communication;
  - (c) commit to participate effectively in co-management;
  - (d) recognise and acknowledge that the parties will benefit from working together by sharing their respective vision, knowledge and expertise;
  - (e) ensure early engagement and a “no surprises” approach;
  - (f) recognise that the relationship between the parties will evolve;
  - (g) recognise that co-management operates within statutory frameworks that must be complied with; and
  - (h) commit to meeting statutory timeframes, and minimising delays and costs associated with those statutory frameworks.

**MONITORING AND ENFORCEMENT**

11. [To reflect the provisions in the [Raukawa co-management legislation]]

**SCHEDULE TO THE DEED**

**POLICY STATEMENT AND PLANS**

12. [To insert clauses to implement the provisions in the [Raukawa co-management legislation]]

**RESOURCE CONSENT PROCESSES**

13. [To insert clauses to implement the provisions in the [Raukawa co-management legislation]]

**OTHER AGREED PROCESSES**

14. [To insert clauses to reflect any agreement between Raukawa and the local authority that this agreement be extended to cover other functions].

**OTHER MATTERS**

15. [To insert clauses relating to:
- (a) mutual information sharing;
  - (b) communication protocols; and
  - (c) other agreed matters]

**RESOLUTION OF ISSUES**

16. The parties agree and acknowledge that for co-management to be effective, the parties must address the resolution of issues between them in a constructive, co-operative and timely manner consistent with the principles underlying this agreement.
17. The parties have agreed that [insert name] will act as a decision maker if required under clause [20(c)], and the parties may agree from time to time to replace that person.
18. Where either party is concerned over an issue arising under this agreement, that concerned party must give notice to the other party as soon as is practicable, and the parties will engage on how any issues of concern may be addressed.
19. If, following the engagement under clause [18] either party considers that there are issues that still require resolution, that party may give notice in writing under this clause that the process under clause [20] is to be followed.
20. The following process will apply where notice is given by either party under clause [18]:
- (a) within 10 business days of receipt of the notice referred to in clause [18], the relevant representative of Raukawa and the relevant manager from the local authority will meet to work together in good faith to resolve the issue;
  - (b) if the issue has not been resolved within 20 business days of receipt of the notice referred to in clause [18], the chair of the Raukawa Settlement Trust and the Chief

**SCHEDULE TO THE DEED**

Executive of the local authority will meet to work together in good faith to resolve the issue;

- (c) if the issue has not been resolved within 40 business days of receipt of the notice referred to in clause [18], the matter will be referred to the person identified under clause [17];
  - (d) no later than 10 business days after the issue has been referred to that person under clause [20(c)], that person will make a recommendation on the issue and provide that recommendation to the parties;
  - (e) if within 10 business days of receiving a recommendation under clause [20(d)] the parties have not resolved the issue, the recommendation becomes binding and the parties must give effect to it; and
  - (f) at any point during the issue resolution process the parties may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues.
21. Despite the fact that the parties are working together to resolve any issue in relation to this agreement, the parties will use their best endeavours to ensure that this agreement as a whole continues to operate effectively.

**REVIEW AND AMENDMENT**

22. [to insert clauses to implement the provisions in the [Raukawa co-management legislation]]

**DEFINITIONS AND INTERPRETATION**

23. The provisions of this agreement shall be interpreted in a manner that best furthers the purpose of this agreement and is consistent with the principles set out in clause [9] of this agreement.
24. In this agreement, unless the context requires otherwise:
- (a) terms defined in the co-management deed and the [Raukawa co-management legislation] have the same meaning in this agreement;
  - (b) [to insert further definitions as required].
25. [To insert interpretation provisions consistent with the co-management deed]

**DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**  
**SCHEDULE TO THE DEED**

**SIGNED** by the **RAUKAWA SETTLEMENT TRUST**

\_\_\_\_\_

in the presence of:

\_\_\_\_\_

Witness Name:

**SIGNED** by **THE [LOCAL AUTHORITY]**

\_\_\_\_\_

in the presence of:

\_\_\_\_\_

Witness Name:

## **PART 6: INTEGRATED MANAGEMENT PLAN**

### **Preparation of Draft Plan**

- 1 The following process will apply to the preparation of a draft of the Upper Waikato River integrated management plan:
  - 1.1 Raukawa and the relevant agencies will meet to discuss the preparation of a draft plan;
  - 1.2 Raukawa and the relevant agencies may consult with and seek comment from appropriate persons and organisations in the preparation of the draft plan.

### **Notification and Submissions on Draft Plan**

- 2 Once the draft plan has been prepared, Raukawa and the relevant agencies will notify the draft plan and call for public submissions.
- 3 Notification under clause 2 will be by public notice in a daily newspaper or newspapers circulating in the Waikato region, and in any other manner that Raukawa and the relevant agencies may think appropriate.
- 4 Raukawa and the relevant agencies will ensure that the draft plan is available for public inspection to facilitate public participation in the development of the plan.
- 5 The public notice identified in clause 3 must:
  - 5.1 state that the draft plan is available for inspection at the places and times specified in the notice; and
  - 5.2 call upon interested persons or organisations to lodge with Raukawa and the relevant agencies submissions on the draft plan, at the place and before the date specified in the notice, being a date not less than 20 business days after the date of the publication of the notice.
- 6 Raukawa and the relevant agencies will also give notice in writing, including a copy of the draft plan, to the persons or organisations who provided comment under clause 5.2, inviting those persons or organisations to comment on the draft plan by lodging with Raukawa and the relevant agencies a written submission before the date specified in the notice, being a date not less than 20 business days after the date of giving of the notice.
- 7 Any person or organisation may make a written submission on the draft plan at the place and before the date specified in the notice given under clauses 5 and 6.

## **DEED IN RELATION TO A CO-MANAGEMENT FRAMEWORK FOR THE WAIKATO RIVER**

### **SCHEDULE TO THE DEED**

- 8 Raukawa and the relevant agencies will consider any written submissions made by persons or organisations under clause 7, to the extent that such submissions are consistent with the purpose of the plan.

#### **Approval of the Plan**

- 9 Once the public submission process identified in clauses 2 to 8 is completed, Raukawa and the relevant agencies may approve the plan.
- 10 Raukawa and the relevant agencies will give public notice of the approval of the plan by public notice in a daily newspaper or newspapers circulating in the Waikato region, and in any other manner that Raukawa and the relevant agencies may think appropriate.
- 11 The plan will come into force on the date specified in the public notice under clause 10 and will be made available by the relevant agencies for public inspection at their local offices.

#### **Review and Amendments to Plan**

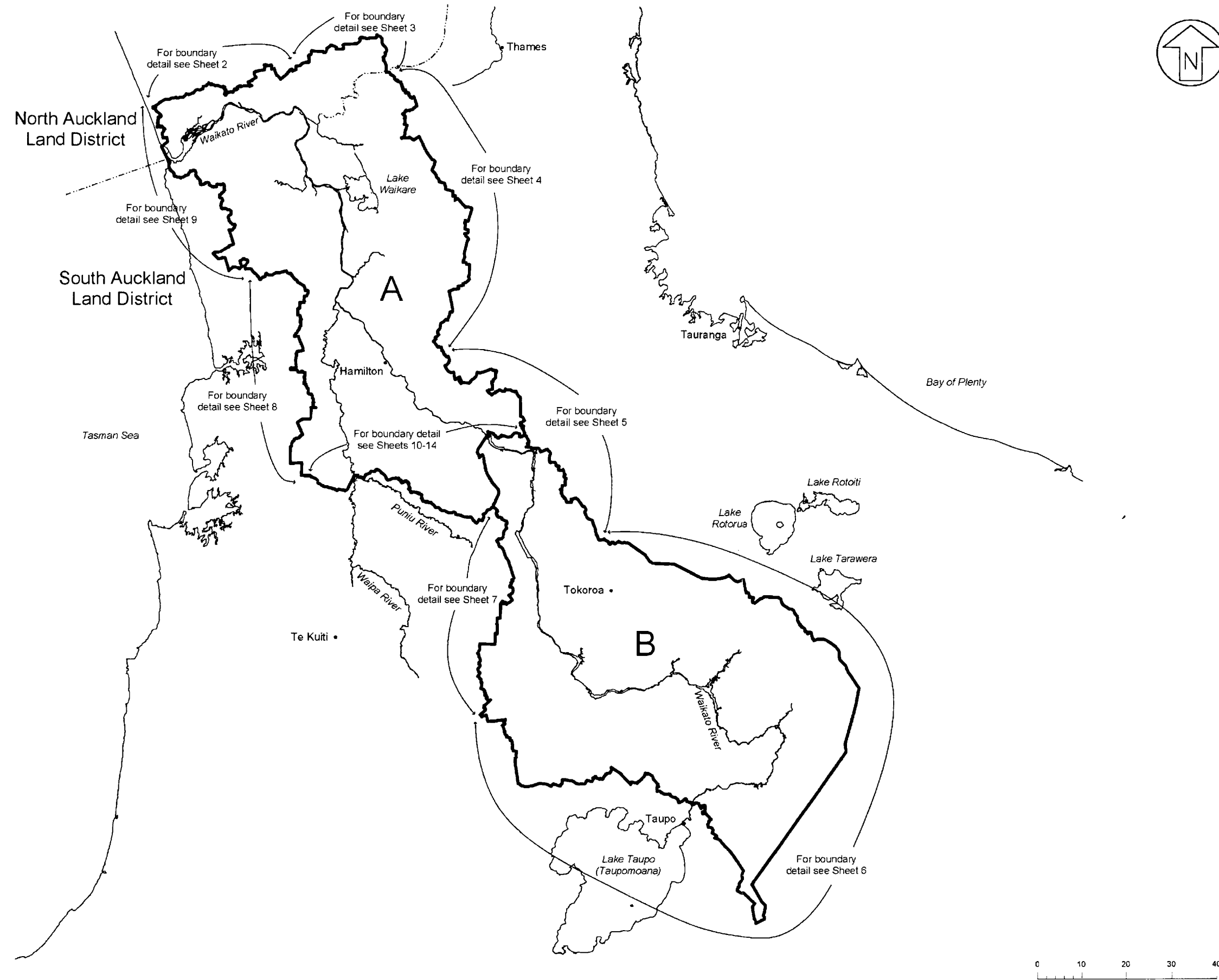
- 12 Raukawa and the relevant agencies may at any time agree to review and/or amend the plan or any component of the plan.
- 13 The agreement under clause 12 will not be unreasonably withheld by either Raukawa or the relevant agencies.
- 14 Despite clause 12, Raukawa and the relevant agencies will commence a review not later than 5 years after the date upon which the plan came into force under clause 11, and at intervals no greater than 5 years after the completion of the previous review (including the approval of any amended plan).
- 15 A review or amendment of the plan or any component of the plan will be conducted in the same manner as specified in clauses 3 to 11, with any necessary and appropriate modifications.
- 16 Despite clause 15, where a proposed amendment is of such a nature that Raukawa and the relevant agencies consider that it does not constitute a material amendment to the plan, Raukawa and the relevant agencies may make that amendment without compliance with all or any of the process specified in clauses 3 to 11, except that public notice of any amendment must be given under clause 10.

**PART 7: SO PLAN**

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*CM*  
*BM*



Notes:  
Where the boundary is shown along a river or road it follows the middle line of legal road or physical river unless shown otherwise.

*Sheng Loh* 17/12/2009  
for and on behalf of Raukawa

*C. J. J. Juniors* 17/12/2009  
for and on behalf of the Crown

Jurisdiction boundaries are reproduced in terms of the Waikato River and Waipa River Catchment analysis supplied by Environment Waikato. Boundaries have been aligned to the cadastral core record system as at July 2008. Alignment has been made, where possible, to the nearest appropriate legal boundary, road or river.

Land Districts: South Auckland & North Auckland  
Regional Authority: Environment Waikato

**WAIKATO RIVER AUTHORITY**  
**VISION AND STRATEGY FOR THE WAIKATO RIVER**

**UPPER WAIKATO RIVER**  
**area marked B hereon**  
PREPARED BY Sinclair Knight Merz Ltd  
DATE August 2008

Sheet 1 of 14  
File AE03559  
Received Instructions  
**SO 409144**