



CO-MANAGEMENT AGREEMENT FOR WAIKATO RIVER RELATED LANDS

Waikato Raupatu River Trust
and Waikato Regional Council



CO-MANAGEMENT AGREEMENT FOR WAIKATO RIVER RELATED LANDS

DATED: 10 DECEMBER 2012

This Co-Management Agreement for Waikato River Related Lands is made between:

1. **Waikato-Tainui Te Kauhanganui Incorporated** in its capacity as trustee of the Waikato Raupatu River Trust (Waikato-Tainui);

AND

2. **Waikato Regional Council**, a Regional Council duly constituted by the Local Government Act 2002 (the Council).

Each one a Party and together referred to as the Parties.

BACKGROUND

- A. The Waikato Raupatu Claims Settlement Act 1995 (the **1995 Act**) gave effect to certain provisions of the Deed of Settlement between Her Majesty the Queen in right of New Zealand (the **Crown**) and Waikato-Tainui dated 22 May 1995 (the **1995 Deed**) and settled certain Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta, the Tainui Maaori Trust Board and Ngaa Marae Toopu on behalf of Waikato-Tainui (Wai 30). The 1995 Act expressly excluded certain historical claims, including the claim to the Waikato River.
- B. In the spirit of co-operation, compromise and good faith, and as foreshadowed in the 1995 Deed, Waikato-Tainui and the Crown entered into negotiations in respect of the claims of Waikato-Tainui concerning the Waikato River.
- C. On 17 December 2009 Waikato-Tainui and the Crown signed a further Deed of Settlement, this time in relation to the Waikato River (the **2009 Deed**). The Parties agreed to enter a new age of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations. This is to be achieved through Te Ture Whaimana o Te Awa o Waikato (the **Vision and Strategy**).
- D. On 14 January 2011, the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (the **Waikato River Settlement Act**) came into force. Pursuant to the Waikato River Settlement Act this co-management agreement for Waikato River Related Lands (this **Agreement**), has been drafted.
- E. This Agreement sets out the co-management arrangements for Sites of Significance (known as reserve sites under the Waikato River Settlement Act), Managed Properties and Waikato River related lands where applicable. There is no express provision in the Waikato River Settlement Act for fee simple sites or private land to be part of this Agreement. The Parties agree however that where there are Council assets or specific management actions that are required on private land (for the purposes of restoring and protecting the health and wellbeing of the Waikato River) the principles and activities outlined in this Agreement will apply.
- F. The lands subject to this Agreement are important to Waikato-Tainui, with some of the lands being recognised as Sites of Significance (reserve sites). The majority of the lands are located between Raahui Pokeka (Huntly) and Te Paina (Mercer). Prior to the transfer of these lands, under the 2009 Deed, the lands were recognised as areas of settlement (papakāinga), Paa (palisaded sites), nohoanga kai (customary food gathering areas) and sites of historical significance such as Paetai where one of

the hui to appoint the first maori King was held. For these reasons the Council and Waikato-Tainui have agreed to work in good faith to recognise and protect these sites, and ensure that the mana whakahaere of Waikato-Tainui is strengthened whilst maintaining the integrity of the existing land uses and purposes established by the Council.

- G. The Council currently maintains most of the lands subject to this Agreement as they, and the structures and assets on them, form a significant part of the Lower Waikato and Waipa Flood Control Scheme (the **Flood Control Scheme**), protecting large areas of urban and rural land and regionally significant infrastructure such as State High 1 and the Main Trunk railway. The majority of this land is maintained in pastoral land use as this meets the needs of the Flood Control Scheme, in that it maintains reliable ground cover that has low potential to interfere with the structural integrity of stop banks and other flood management assets. This is achieved primarily by issuing grazing licences (**Zone Licence Agreements**) over those lands to interested local (usually adjacent) landowners.
- H. In 2010/11 the Council licensed approximately 950 hectares in the Lower Waikato Zone. Of this licensed land about 10.8 hectares is land defined as Sites of Significance in accordance with this Agreement. The cost of managing the licensed lands to an acceptable standard (including operational and administrative costs) is not met by the Zone Licence Agreement fees. Currently, the shortfall between income generated by Zone Licence Agreements and the costs of managing and administering those lands is recovered via the Lower Waikato flood protection rate (a targeted rate).
- I. This Agreement compliments the Joint Management Agreement (**JMA**) between the two Parties and this Agreement is to be read in conjunction with the JMA.
- J. The Parties now wish to record their co-managed arrangements for Waikato River related lands in this Agreement.

MATTERS AGREED

1. Purpose

- 1.1 The purpose of this Agreement is to develop a co-management agreement pursuant to s80 of the Waikato River Settlement Act. Lands subject to this Agreement include:
 - (a) Managed Properties;
 - (b) Sites of Significance (reserve sites for the purposes of Section 70 of the Waikato River Settlement Act); and
 - (c) Waikato River Related Lands where applicable.
- 1.2 The purpose is founded on shared principles and will be achieved by a set of objectives and specific processes which are outlined in this Agreement and Schedules.
- 1.3 Additional Schedules may be developed over time and by mutual agreement.

2. Scope of Agreement

- 2.1 This Agreement outlines provisions that will:
 - a) further the exercise of mana whakahaere by Waikato-Tainui;
 - b) promote Soil Conservation and River Control in a manner that is consistent with the restoration and protection of the health and wellbeing of the Waikato River for future generations;
 - c) provide appropriate protection for and recognition of Sites of Significance;
 - d) relate to the exercise of the Council's rights under Section 70 of the Waikato River Settlement Act, ensure the value of the Sites of Significance to Waikato-Tainui are preserved; and
 - e) promote the resolution of disputes.
- 2.2 This Agreement shall be read in conjunction with other relevant legislation, thereby acknowledging that both Parties have other duties, functions and powers that they must comply with.
- 2.3 The Parties acknowledge that Managed Properties which may not be owned by the Council or Waikato-Tainui may require decision making by (or in conjunction with) a third party (for example, the Department of Conservation) and therefore fall outside the scope of this Agreement.
- 2.4 Notwithstanding clause 2.3 above, the Parties acknowledge that working together to influence privately owned land management is important in achieving the objectives under this Agreement and the Vision and Strategy for the Waikato River.

3. Objectives

- 3.1 The Parties acknowledge and agree that they have objectives that are common or complementary to one another and objectives that are different. The objectives of each Party are listed below.

Waikato-Tainui Objectives:

- 3.2 The 2009 Deed outlines Waikato-Tainui objectives for the Waikato River. All eight objectives described in the 2009 Deed are applied to this Agreement. They are:
- 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 relationship;
 - c) the integrated, holistic and co-ordinated approach towards decisions that may result in significant adverse effects on the Waikato River;
 - d) the adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effect that threaten serious or irreversible damage to the Waikato River;
 - e) the recognition and avoidance of adverse and potential cumulative effects of activities undertaken both on the Waikato River and within its catchment on the health and wellbeing of the Waikato River;
 - f) the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities;
 - g) the protection and enhancement of significant sites, fisheries, flora and fauna; and
 - h) the application to the above of both maatauranga Maaori and the latest available scientific methods.
- 3.3 Waikato-Tainui wish to record that the approach to achieving the objectives listed in 3.2 above, which furthers the exercise of mana whakahaere by Waikato-Tainui, is captured within the TE PUEA anagram below:

The

Exercise of

Protection

Use

Enhancement, and

Access

The anagram recognises that for Waikato-Tainui, their engagement with the Council must be an active role. It must also go in some way to correcting the impacts of Raupatu (confiscation) in which the ability of Waikato-Tainui to protect, use, enhance and access their Sites of Significance were diminished. This Agreement recognises the mana whakahaere of Waikato-Tainui and their desire to exercise their rights and responsibilities on these Waikato River Related Lands.

Council Objectives:

- 3.4 To exercise its statutory rights for Soil Conservation and River Control purposes as outlined in Section 70 of the Waikato River Settlement Act, the Council, in conjunction with Waikato Tainui, will undertake management activities outlined below.
- 3.5 To ensure the integrity of lands subject to this Agreement and any existing soil conservation and flood management assets, the Council will:
- a) enter on to the Sites of Significance with or without machinery for the purposes set out in (b) to (j):
 - b) operate and maintain, repair, replace and upgrade, improvements on the Sites of Significance existing at the date of vesting or constituted by the Council after vesting;
 - c) construct a water course or water courses on Sites of Significance and alter or reconstruct and clean or otherwise maintain them;
 - d) construct a stop bank or stopbanks or other defence against water on Sites of Significance and alter or reconstruct and do all things necessary to maintain them;
 - e) plant, sow and maintain grasses, plants, trees or shrubs on Sites of Significance and regulate or prohibit interference with or destruction of them;
 - f) prevent or regulate the pumping or releasing of water into water courses on Sites of Significance or the overflow of artesian water;
 - g) regulate the use of water courses on Sites of Significance;
 - h) prohibit the passing over of water courses on Sites of Significance;
 - i) prevent water courses on Sites of Significance from being made wider or deeper than they are at the time, whether by cleaning them or altering their course or another means;
 - j) generally, for Soil Conservation and River Control purposes on or in relations to Sites of Significance:
 - (i) do any act or thing; or
 - (ii) require the doing of the act or thing; or
 - (iii) prohibit the doing of the act or thing.
- 3.6 The Council will:
- a) Maintain flood control at agreed levels of service with the community through asset plans and the Long Term Plan (LTP) process;
 - b) Carry out maintenance options that are cost effective; and
 - c) Ensure changes in land use, as a result of the implementation of this Agreement, have a neutral or better effect on:
 - (i) the condition of flood management assets; and
 - (ii) the costs of providing agreed levels of service.

Joint Objectives:

- 3.7 The Parties recognise that this Agreement can provide beneficial outcomes for both. To optimise these benefits the key joint objectives are to:
- a) maintain and enhance the relationship by working in good faith with open and honest communications;
 - b) agree known and understood individual and joint priorities by both Parties;
 - c) create mutual benefits and optimal outcomes for each other;
 - d) work together to create the most cost effective approach to achieve outcomes; and
 - e) embrace a proactive and constructive resolution of issues.
- 3.8 For Waikato River Related Lands that either Party manages but does not own, the Parties will seek to align these lands within the management arrangements outlined in this Agreement.
- 3.9 On private Waikato River Related Lands the Parties agree to work together to influence the management of this private land to help achieve the objectives of the Vision and Strategy for the Waikato River.

4 Principles

Relationship Principles

- 4.1 The Waikato River settlement confirms the relationship of Waikato-Tainui with the Waikato River and sets out underlying principles for all agreements expressed in the 2009 Deed. These principles are described within the Kiingitanga Accord and are aimed to unify the Council and Waikato-Tainui in the co-management of Waikato River Related Lands. These principles are acknowledged and provide a framework. The principles are:
- a) te mana o te awa (the spiritual authority, protective power and prestige of the Waikato River);
 - b) mana whakahaere (authority and rights of control);
 - c) health and wellbeing;
 - d) co-management;
 - e) integration; and
 - f) honour and Integrity.

Operational Principles:

- 4.2 In exercising a power or performing a function or a duty outlined in this Agreement, the Council and Waikato-Tainui will:
- a) work together on the management of lands to restore and protect the health and wellbeing of the Waikato River;
 - b) recognise and give effect to the Vision and Strategy as the primary direction setting policy document for the Waikato River;
 - c) recognise that co-management at times, will operate within statutory frameworks such as the Local Government Act 2002 (LGA 2002), Resource Management Act 1991, Soil Conservation and Rivers Control Act 1941, the Land Drainage Act 1908 and other related legislation;

- d) respect the mana whakahaere rights and responsibilities of Waikato-Tainui in accordance with tikanga to ensure the balance and mauri of the Waikato River is enhanced;
- e) act in a manner consistent with the principles of Te Tiriti o Waitangi;
- f) commit to participate effectively in co-management, working together in good faith, with open, honest and transparent communication and in a spirit of co-operation;
- g) recognise and acknowledge that they will benefit from working together by sharing their respective vision, knowledge and expertise and that their relationship will evolve;
- h) take into account the relevant components of the Waikato-Tainui Environmental Plan, the Integrated Management Plan, and the Councils Zone plans as they relate to the Waikato River within the geographic jurisdiction of the Council;
- i) ensure early engagement and a 'no surprises' approach;
- j) respect each other's independence and their individual mandates, roles and responsibilities in relation to the Waikato River;
- k) commit to meeting statutory timeframes, and minimising delays and costs associated with those statutory frameworks; and
- l) recognise that a key method by which co-management principles can be given effect to at a local level is by ensuring full engagement of Waikato-Tainui representatives in Council's relevant catchment liaison subcommittees.

Engagement Principles

4.3 The Parties will:

- a) engage regularly and effectively to achieve the outcomes under this Agreement;
- b) continue to communicate their expectations and limitations in their roles for their representative communities;
- c) provide each other with sufficient and relevant information in a timely manner to enable informed decisions for constructive outcomes; and
- d) provide each other with sufficient time to discharge each other's responsibilities under this Agreement.

4.4 Where an emergency situation arises the scope for engagement may be reduced. In any event, the Council will maintain early engagement with Waikato-Tainui as is reasonable in the circumstances.

5. Communications

5.1 All third party, external and media communications will be consistent with the communications protocol as specified in Schedule Two.

5.2 The Council and Waikato-Tainui will establish and maintain effective and efficient communication with each other on a continuing basis by:

- a) providing and maintaining contact details for staff who are responsible for implementing this Agreement;
- b) providing reasonable opportunities for relevant staff from both Parties to meet with each other, including arranging meetings to discuss and (if possible) resolve any issue when required; and

- c) identifying staff who will be working closely with the respective staff from each Party and informing and educating those staff of the responsibilities and obligations under this Agreement.

6. Meetings between Parties

- 6.1 The Parties agree to have at least two meetings per year at an operational/technical management level to achieve the purpose of this Agreement.
- 6.2 The meetings will include:
 - a) delegated representatives of both Parties; and
 - b) other staff members as required for technical assistance.
- 6.3 Any decision made at meetings will be at the highest level of good faith and by a process of consensus.
- 6.4 The Parties will send each other a suggested list of agenda items which will be confirmed by mutual consensus prior to the meeting.
- 6.5 These meetings will provide the agreed mechanism by which joint recommendations will be provided to the relevant governance structures of each Party.
- 6.6 The Parties will share the provision of the services and facilities required for each meeting.

7. Information Sharing

- 7.1 The Parties recognise the benefit of mutual information exchange and as such an information access and sharing protocol (**Information Sharing Protocol**) for the land has been developed and is outlined in Schedule Three.
- 7.2 Each Party will make available to the other Party information held by them where that information is requested by either Party for the purposes of implementing this Agreement.

8. Management Arrangements

- 8.1 The Parties acknowledge that there are various plans and events, listed below, that assist the Parties in prioritising their respective work and also inform how processes are developed and managed by each Party.

Long Term Plan

- 8.2 Pursuant to section 93 of the LGA 2002 the Council must at all times have a LTP.
- 8.3 Key dates and milestones for the review process of the LTP will be communicated at the earliest possible time to Waikato-Tainui.
- 8.4 The Parties may develop joint recommendations for work priorities and funding to be included in the Council's LTP.

Integrated Catchment Management Plan

- 8.5 The Parties acknowledge that undertaking Integrated Catchment Management will require coordination and collaboration between each Parties respective planning documents and implementation processes.

- 8.6 The key planning documents for both Party's include the:
- a) Waikato-Tainui Integrated River Management Plan;
 - b) Waikato-Tainui Environmental Management Plan; and
 - c) Council's Waikato River Related Zone Plans.
- 8.7 It is acknowledged and agreed that where each plan has its own purpose, that they are complimentary to one other and they provide a holistic view when read together.
- 8.8 The Parties will provide meaningful opportunities to be involved in the development and implementation of their respective plans.
- 8.9 The Council will provide opportunities to include Waikato-Tainui staff in the Integrated Catchment Management team meetings.
- 8.10 The Parties will develop and implement a collaborative approach to presenting project information to public, various stakeholders and Waikato-Tainui marae, where agreed.

Zone Plans

- 8.11 The review of Zone Plans that are applicable to the lower Waikato River will involve collaborative input from both Parties.
- 8.12 Reasonable notice and time for the review of the Zone Plans will be provided to Waikato-Tainui to enable Waikato-Tainui to engage meaningfully with their various marae.
- 8.13 The review and implementation process of the Zone Plans must recognise the roles of the catchment sub-committees and Waikato-Tainui marae.

Flood Response

- 8.14 The Council has a statutory duty and authority to monitor the Waikato Region's waterways for river flood events, prevention and minimising damage by floods and to control the use of land for avoidance and/or mitigation of natural hazards.
- 8.15 The river flood risk that affects the Waikato Region is managed through a range of methods including; risk reduction, land use planning and avoidance, monitoring, response and prediction during river flood events.
- 8.16 In high flow events the Council has established response procedures, including the notification of affected stakeholders and the escalation of management and operational staff involvement. These procedures are outlined in the Council's High Flow Management Plan.
- 8.17 It is not anticipated that Waikato-Tainui staff or representatives would be involved in flood response. However, the Parties acknowledge that there may be occasions when, in managing a flood event, the Council will need to take action on scheme land (for example, pre-emptive breaching of a stop bank) that results in damage to that land and any associated infrastructure. In such events the Council will take all reasonable steps to inform, and involve Waikato-Tainui in the decision making process but will act in the absence of that involvement if necessary to protect life, significant infrastructure or the integrity of the flood control scheme. In the event that Council takes action without Waikato-Tainui involvement, the Council will advise Waikato-Tainui of such actions taken as soon as reasonably practicable.

Land Management and Administration

- 8.18 The Parties agree to develop a land management strategy (**Land Management Strategy**) that determines the appropriate management of lands under this Agreement (including non-licensed land) by October 2013.
- 8.19 The key drivers of the Land Management Strategy will include:
- a) which land/s to licence;
 - b) the nature of the land use; and
 - c) cost effective measures that can be undertaken.

Zone Licence Agreements

- 8.20 The Parties have agreed to use the standard Zone Licence Agreement outlined in Schedule Four and the Zone Land Guidelines Document in Schedule Five.

Zone Licence Agreement – Licensing Process

- 8.21 The Parties have agreed to a Zone Licence Agreement licensing process which is more fully described in Schedule Six.
- 8.22 The licensing process will remain in force until the end of 31 May 2013, at which time it will no longer be applicable or a new process will be agreed upon that will supersede this process.

Zone Licence Agreement – Administration and Management of Funds

- 8.23 The Parties agree that all funds recovered from the Zone Licence Agreements under the Flood Control Scheme will continue to be used to offset the costs associated with the operational and administrative management of these lands for Soil Conservation and Rivers Control purposes under the Flood Control Scheme.
- 8.24 In the event that there are excess funds the Parties agree that these funds will be directly expended on the lands subject to the Flood Control Scheme to undertake or promote works that are consistent with the restoration and protection of the health and wellbeing of the Waikato River.
- 8.25 The Parties agree that costs will be borne by the Flood Control Scheme where land improvements are related specifically to the functioning of the Flood Control Scheme or where the land improvements assists in the restoration or the protection of the health and wellbeing of the Waikato River.
- 8.26 The Parties agree that costs will be borne by Waikato-Tainui where land improvements are related specifically to Waikato-Tainui requirements and are not directly related to Council's obligations as per the Land Management Strategy.
- 8.27 In the event that a reduction in land use is an outcome unrelated to the Land Management Strategy and Waikato-Tainui is not the licensee of the Zone Licence Agreement, then Waikato-Tainui will bear the costs of such reduction and not the licensee or the Flood Control Scheme ratepayers.
- 8.28 In the event that additional money is not obtained from Waikato-Tainui for land use changes under clause 8.26 or the reduction in land use under clause 8.27 above, the dispute resolution provisions (clause 10) will be triggered to assist in resolving any cost issues.
- 8.29 In the event any requests for increases in funding (except for those specified in clause 8.26 and 8.27) to the Flood Control Scheme are proposed regarding changes to land use, these requests will proceed to the Council's sub-committee for consideration.

9. Representative for Parties

- 9.1 A list of key Staff representatives will be provided to each Party for the various Management Arrangements outlined in clause 8.

10. Resolution of Issues

- 10.1 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.
- 10.2 The process set out below provides how issues will be resolved:
- a) in the first instance the representatives of the Parties will meet, discuss and attempt to find resolution for any issues raised;
 - b) if the representatives cannot obtain a timely resolution it will be referred to the Chief Executive Officer of the respective Parties for their consideration to jointly resolve; and
 - c) if the Chief Executive Officers are unable to reach agreement on a way forward it will be referred to the chairpersons of the relevant governing entities.

11. Review and Amendments

- 11.1 The Parties agree that this Agreement is a living document which can be updated and adapted to take account of future developments as and when required, subject to this clause.
- 11.2 The first review of this Agreement will take place no later than two (2) years from the date upon which this Agreement is signed and every two years thereafter.
- 11.3 The Parties may only amend this Agreement by mutual agreement and in writing.

12. Definitions and Interpretations

- 12.1 The provisions of this Agreement shall be interpreted in a manner that best furthers the purpose and is consistent with the principles set out in this Agreement.
- 12.2 **Interpretation:** In the construction and interpretation of this Agreement, unless the context otherwise requires:
- a) the introduction, headings and marginal notes do not affect interpretation of this Agreement;
 - b) where possible the same definitions under the Waikato River Settlement Act have been utilised;
 - c) words importing one gender include other genders and a singular includes the plural and vice versa;
 - d) a reference to a clause or Schedule is a reference to a clause or Schedule of this Agreement;
 - e) at times the Waikato River Settlement Act may need to be read in conjunction with this Agreement;
 - f) a statute includes that statute as amended from time-to-time and any regulations, other Orders in Council, and other instruments issued or made under that statute from time-to-time, as well as legislation passed in substitution for that statute; and
 - g) a reference to one Party giving written notice to the other, means that Party doing so in writing or in electronic form.

12.3 In this Agreement, unless the context requires otherwise:

“**Agreement**” means this Co-Management Agreement for Waikao River Related Lands between the Parties.

“**Business Day**” means the period of 9am to 5pm on any day of the week other than:

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

“**Board**” means the governance board of Waikato-Tainui.

“**Crown**” means Her Majesty The Queen in right of New Zealand and includes, where appropriate, the Parties and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

“**Lower Waikato Zone**” means the wider geographical area within which the Lower Waikato, Waipa Flood Control Scheme is a part of.

“**LGA 2002**” means the Local Government Act 2002 and its associated amendments.

“**Managed Properties**” means a property described in the table in subpart A of part 9 of the schedule of the 2009 Deed as depicted in Maps A to C in Schedule One. The Managed Properties have been gifted by Waikato-Tainui to the Council.

“**RMA**” means the Resource Management Act 1991.

“**Schedules**” means the schedules attached to this Agreement.

“**Sites of Significance**” means a property described in the table in subpart A of part 8 of the Schedule of the 2009 Deed as depicted in Maps A to C in Schedule One.

“**Staff**” means technical officers employed or contracted by the Council or Waikato-Tainui.

“**Soil Conservation and River Control**” means (a) promoting soil conservation; (b) preventing and mitigating soil erosion; and (c) preventing damage by floods.

“**Vision and Strategy**” means the Vision and Strategy or Te Ture Whamana o Te Awa o Waikato for the Waikato River and has same meaning as set out in s6 of the Waikato River Settlement Act.

“**Waikato-Tainui**” means Waikato-Tainui Te Kauhanganui Incorporated in its capacity as trustee of the Waikato Raupatu River Trust;

“**Waikato River Settlement Act**” means the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

“**Waikato River Rated Lands**” means all lands including Managed Properties and Sites of Significance and other land that either Party may manage but not own which abutts to the Waikato River and any other land as agreed between the Parties.

“**Waikato Region**” means the geographical boundaries of the Waikato Regional Council.

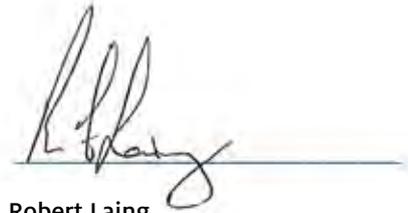
“**Zone Licence Agreement**” means the Zone Licence Agreement attached in Schedule Four for any of lands mentioned in this Agreement.

EXECUTED AS A CO-MANAGEMENT AGREEMENT

SIGNED for and on behalf of WAIKATO REGIONAL COUNCIL

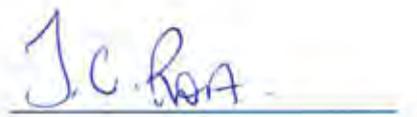
A handwritten signature in blue ink, appearing to read 'Peter Buckley', written over a horizontal line.

Peter Buckley
Chairman

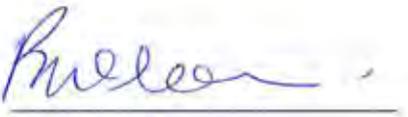
A handwritten signature in blue ink, appearing to read 'Robert Laing', written over a horizontal line.

Robert Laing
Chief Executive

SIGNED for and on behalf of the WAIKATO RAUPATU RIVER TRUST
by WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED
in its capacity as trustee.

A handwritten signature in blue ink, appearing to read 'Tom Roa', written over a horizontal line.

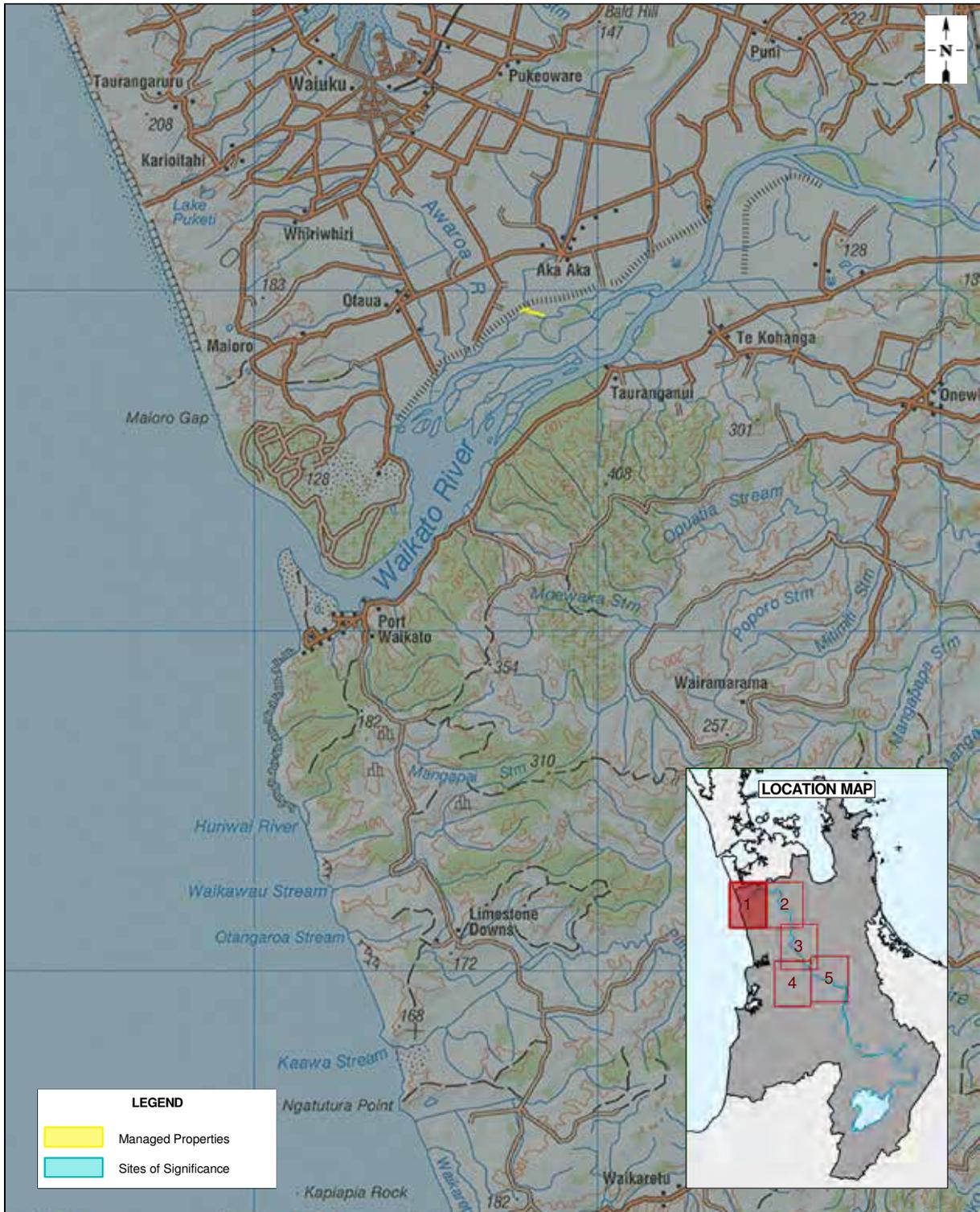
Tom Roa
Chairman

A handwritten signature in blue ink, appearing to read 'Parekawhia McLean', written over a horizontal line.

Parekawhia McLean
Chief Executive

SCHEDULE ONE

MAPS OF CO-MANAGED LANDS - MAP A



Waikato-Tainui Co-Management Agreement: Map showing Managed Properties and Sites of Significance



A4

Map Frame 1

Created by: A Jeffries
 Projection: NZTM
 Date: 21 Mar, 2012

Status: Draft
 Request No.: 21821
 File name: 21821_CoManaged_Areas

For Waikato Regional Council staff only

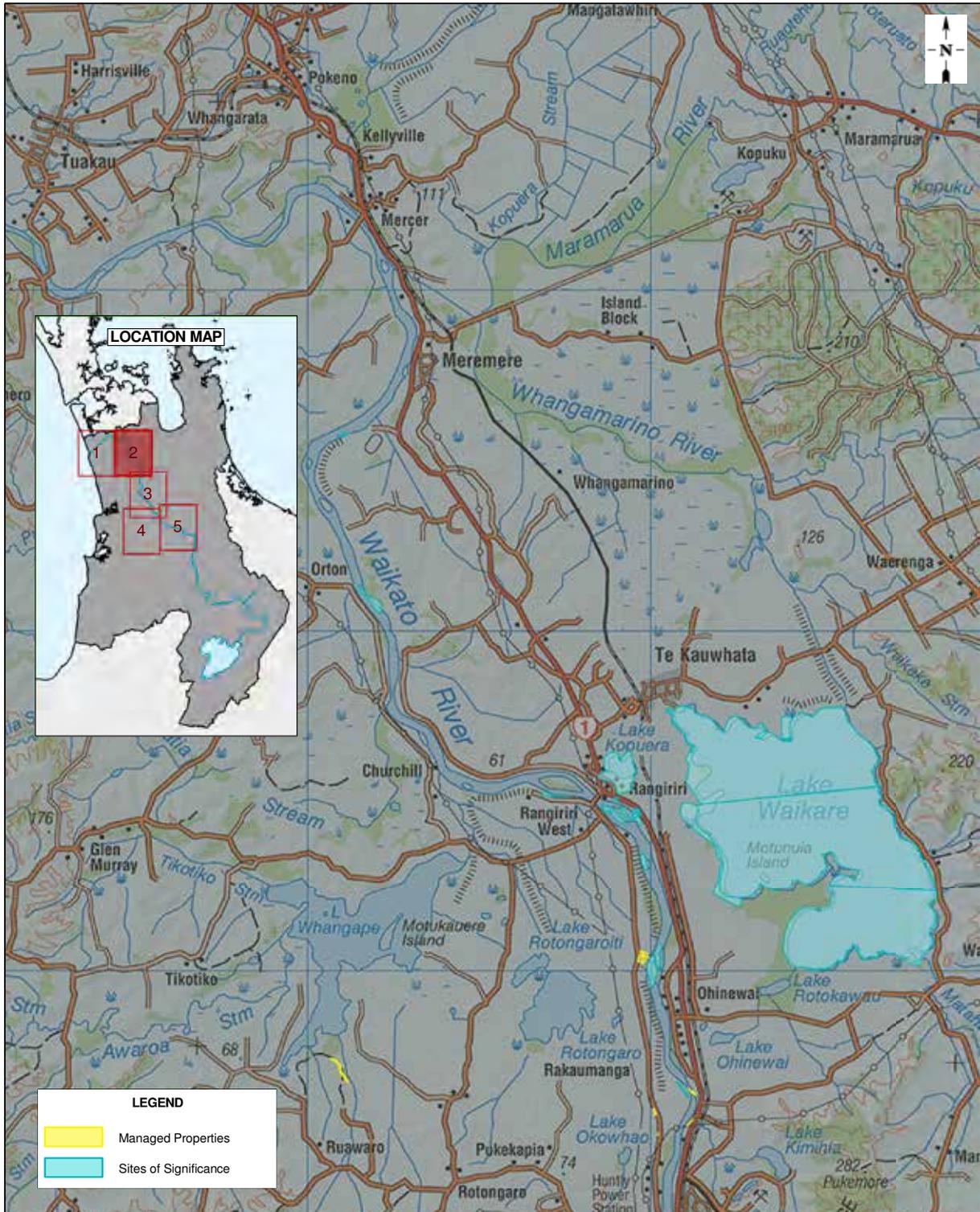
ACKNOWLEDGEMENTS AND DISCLAIMERS

- Topographic Maps Sourced from LINZ. Crown Copyright reserved.
 - 1:50,000 NZMS260 Hydrological data sourced from NZTopo Database. Crown Copyright Reserved.
 - All the co-managed lands, managed lands, and sites of significance parcels have been digitised in-house by Waikato Regional Council (the Council). CRS data and the 'Schedule to Waikato-Tainui Deed of Settlement' (part 8, part 9, and part 10) were used to digitise the correct geometries for each parcel. All land parcels shown for co-managed lands, managed lands, and sites of significance are correct to the best of the Council's knowledge; therefore unknown errors may exist.



DISCLAIMER: While Waikato Regional Council has exercised all reasonable skill and care in controlling the contents of this information, Waikato Regional Council accepts no liability in contract, tort or otherwise howsoever, for any loss, damage, injury or expense (whether direct, indirect or consequential) arising out of the provision of this information or its use by you.

MAP B



Waikato-Tainui Co-Management Agreement: Map showing Managed Properties and Sites of Significance



A4

Map Frame 2

Created by: A Jeffries
 Projection: NZTM
 Date: 21 Mar. 2012

Status: Draft
 Request No.: 21821
 File name: 21821_CoManaged_Areas

For Waikato Regional Council staff only

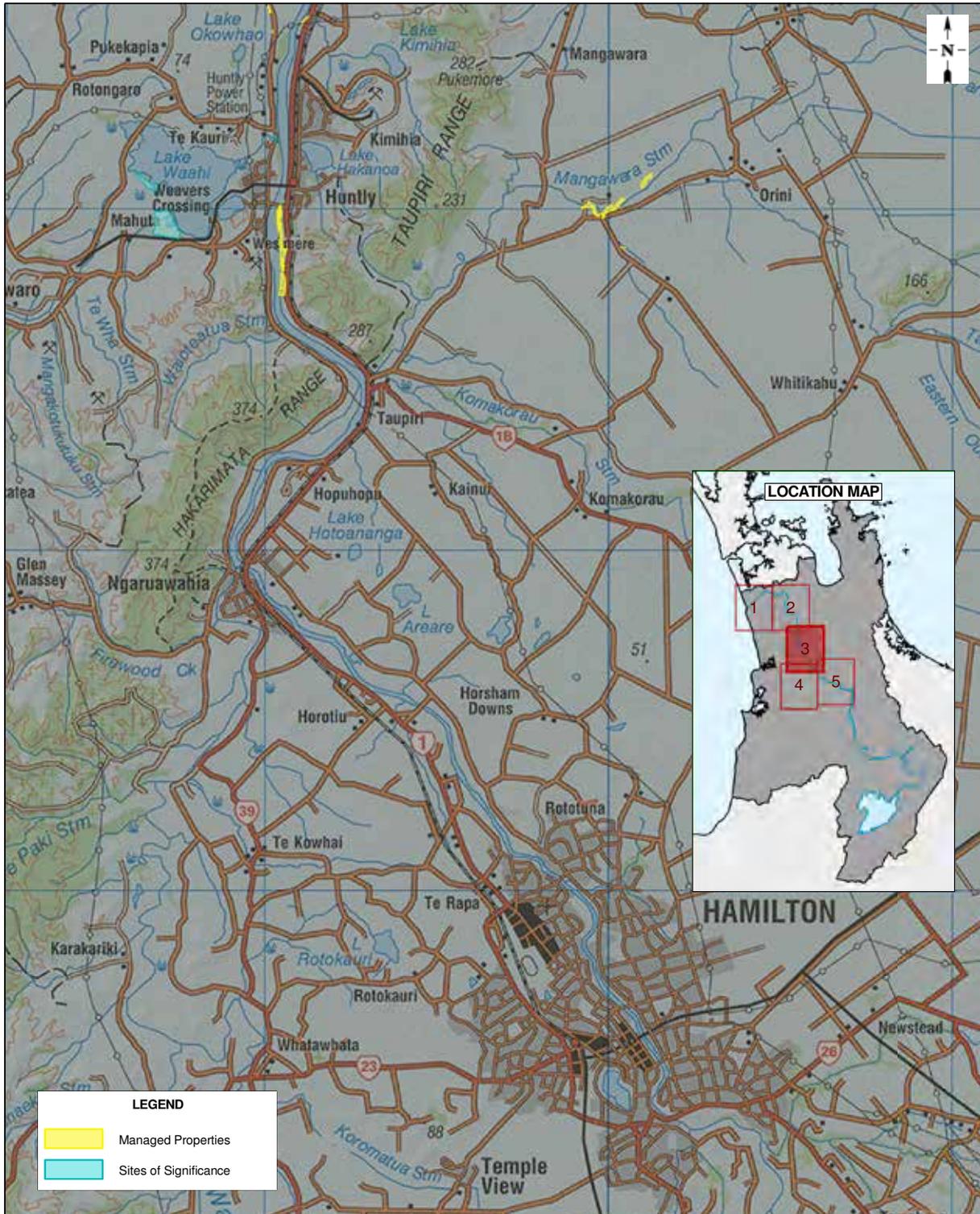
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 - All the co-managed lands, managed lands, and sites of significance parcels have been digitised in-house by Waikato Regional Council (the Council). CRS data and the 'Schedule to Waikato-Tainui Deed of Settlement' (part 8, part 9, and part 10) were used to digitise the correct geometries for each parcel. All land parcels shown for co-managed lands, managed lands, and sites of significance are correct to the best of the Council's knowledge; therefore unknown errors may exist.



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MAP C



Waikato-Tainui Co-Management Agreement: Map showing Managed Properties and Sites of Significance



A4

Map Frame 3

Created by: A Jeffries
 Projection: NZTM
 Date: 21 Mar. 2012

Status: Draft
 Request No.: 21821
 File name: 21821_CoManaged_Areas

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SCHEDULE TWO

MEDIA AND EXTERNAL COMMUNICATIONS PROTOCOL

1. Background

- 1.1 This protocol is designed to cover media and external communications related to the formation and implementation of this Agreement.

2. Media spokespeople and communications protocols

- 2.1 The official media spokesperson for Waikato-Tainui will be the Waikato-Tainui chief officer executive or their delegate.
- 2.2 The Council's official spokesperson will be the chief executive officer or their delegate.

3. Written statements

- 3.1 Written media statements about the formation and implementation of this Agreement will be made in the name of the two chief executive officers (or their delegates) with provision for them to have quotes individually attributed to them as appropriate.
- 3.2 After consultation and agreement between the two Parties (usually through their communications staff), written media statements may be prepared by either Party but both Parties will approve the statements before they are issued. Sign-off will need to come from the chief executive officers or their specifically designated alternate.

4. Follow up queries to joint media releases or independent media approaches seeking comment on the joint operation of this Agreement

- 4.1 Media ask follow up questions of chief executive officers (or delegates) after statements are issued or independently approach them after learning of business relevant to this agreement. If any written comment is to be made in such circumstances, the same protocol as for proactive statements will be followed before statements are issued.
- 4.2 The chief executive officers (or delegates) will be free individually to comment verbally to media on the contents of joint media releases or other joint matters. But they will be expected to stick generally to messages agreed to between the parties. The chief executive officers will try to consult with each other before commenting on questions outside the scope of the agreed messages but both parties recognise this will not always be practical. In such circumstances, the Parties will, however, keep the other abreast of any new significant comments they make without prior arrangements under this Protocol.

5. Individual organisational comments

- 5.1 Waikato-Tainui and the Council also agree that each Party is free to comment from an individual perspective about their organisation's individual role in the agreement. But they will always stress clearly when they are speaking from their individual perspectives. In all cases, the two Parties will make their best efforts to discuss their planned individual comments beforehand with the other party, and take into account any feedback.
- 5.2 There may also be cases where, for example, the Council is being asked to comment on Agreement-related business before a certain deadline and feels, as a publicly elected body, that it needs to respond within a tight deadline without being sure it can consult with Waikato-Tainui (for example when responding to a late evening call from the Waikato Times or a early morning call from a radio station). In such circumstances, expected to be rare, the Council will still use its best endeavours to

consult before commenting but the Parties acknowledge this may not always be possible. When it has not been possible, the Parties will let the other know as soon as possible what has been said.

- 5.3 As publicly elected representatives, Council councillors will be free to comment as individual councillors about Agreement related issues, but they should stress that their comments are not being made on behalf of the committee or the Council. The same principle applies to elected members of Waikato-Tainui's Parliament.

6. Contact points

- 6.1 The Staff who will act as points of contact for discussions on the development of formal agreement statements and their sign-off will generally be the chief executive officer for Waikato-Tainui and the senior communications advisor for Council. Both Parties recognise other communications Staff will stand in for these Staff members at times. Communications Staff will be responsible for getting appropriate sign off for statements by their respective Parties. They will also be responsible for ensuring that the other Party sees/hears and signs off any other specific Agreement related communications planned in such forums as web sites and internal/external newsletters.

7. Communications plan

- 7.1 Waikato-Tainui and the Council will issue joint statements as appropriate about this Agreement and its workings
- 7.2 Both Parties will look for suitable opportunities to get media publicity for activities carried out under this Agreement.
- 7.3 Both Parties will also take advantage of appropriate opportunities to discuss the working of this Agreement in external/internal publications and on their websites.
- 7.4 It is recognised that both the Council and Waikato-Tainui will share information about this Agreement processes and implementation at internal presentations, and to the likes of other Councils and conferences. The Council and Waikato-Tainui will, where appropriate, discuss such presentations beforehand with each other if they are going beyond straightforward factual information or they might be expected to raise public questions about this Agreement.

SCHEDULE THREE

INFORMATION SHARING PROTOCOL

1. Purpose of Protocol

1.1 The purpose of this Protocol is to:

- (a) Facilitate the sharing of information between the Council and Waikato-Tainui to comply with both Parties' commitments to protect the health and well-being of the Waikato River.
- (b) Set out the types of information available for sharing, who may access the information, how the information is accessed, circumstances when it is permissible to recover the costs of sharing, and the responsibilities of the Council and Waikato-Tainui to manage the information sharing process.
- (c) Acknowledge that the Council has an obligation to abide by and comply with the Local Government Official Information and Meetings Act 1987 ("LGOIMA") and the Privacy Act 1993 when meeting and/or managing any information requests from Waikato-Tainui.
- (d) Acknowledge that the Council and Waikato-Tainui have obligations to handle culturally sensitive information with care when meeting and/or managing any information requests.

2. Approaches to Information Sharing

2.1 Both Parties shall make every effort to co-operate in sharing and managing information relevant to the shared duties and responsibilities of the Council and Waikato-Tainui.

3. Organisational Responsibility for Protocol Implementation

3.1 Each of the Parties may delegate day-to-day responsibility to other such nominated officers from each Party, and shall inform the other Party of any such delegation (and that officer's contact details) as soon as practicable.

4. Types of Information Subject to this Protocol

4.1 The Parties agree to meet one another's requests to share the following information:

- (a) mapping database information (to the extent required to implement the statutory purposes)
- (b) other databases (to the extent required to implement the statutory purposes)
- (c) planning documents (including drafts)
- (d) where appropriate information obtained from third parties
- (e) minutes of meetings (unless otherwise embargoed)
- (f) operational files; and
- (g) research reports and data.

5. Access to Information

5.1 Any request for information must be made through the Parties' nominated officers (refer to clause 3.1).

6 Operational Guidelines

- 6.1 To ensure that any sharing of information is carried out efficiently each request needs to clearly specify:
- i. on whose behalf the request is being made (and if considered appropriate, that person's contact details)
 - ii. what information, or type of information, is being requested
 - iii. in what format the information is needed (and any data transfer requirements)
 - iv. how the information is going to be stored
 - v. how the information is going to be used
 - vi. what measures will be taken to protect any confidential information received and who will have access to it; and
 - vii. any time constraints that exist in relation to the request.
- 6.2 If the Party receiving the request (the **Disclosing Party**) cannot meet any of the specifications set out in a request under clause 6.1, the Disclosing Party will inform the Party making the request (the **Receiving Party**) of the issues as soon as practicable and where possible, suggest alternative options.
- 6.3 The Disclosing Party will log all information requests received from the receiving Party in an information request log. Any mutually agreed amendments to the information requests are to be recorded in the log. Once the information request has been processed the disclosing Party should record in the log what information it is sharing with the Receiving Party and (if any) the constraints that are being placed on the receiving party in relation to that information.
- 6.4 Both Parties will respect that one another has shared information and abide by any constraints or conditions placed on the storage, access and use of that information. If information was requested for one use, and the receiving Party intends to use the information for additional uses that might in any way breach specified constraints or conditions or good faith, then the receiving Party shall obtain the disclosing Party's written consent to use the shared information in that other way.
- 6.5 To enable both Parties to utilise any information shared between them effectively to achieve the purposes of this Protocol, the nominated officers from both Parties will consider arranging:
- (a) remote access to information sources
 - (b) access to databases
 - (c) training; and
 - (d) hosting and secondments of the other Party's organisation.
- 6.6 The conditions of each arrangement will be mutually agreed between the Parties.
- 6.7 Both Parties agree that where any access, training, hosting or secondment is provided under clause 6.5 that the good faith, legal requirements for information disclosure, and this Protocol will at all times be respected and complied with.

7 Limits and Constraints on Information Sharing

- 7.1 Both Parties acknowledge and accept that on occasion, owing to legal and cultural limits and constraints, they are unable to share specific items of information with one another or that the information shared is confidential.
- 7.2 Information that shall not be shared by one Party with the other Party includes:
- (a) Information that satisfies the “good reason for withholding” test set out in sections 5, 6, and 7 of LGOIMA and information that may be retained by the Council as set out in section 17 of LGOIMA;
 - (b) Information for which there is good reason for refusal of access as set out in Part 4 of the Privacy Act 1993;
 - (c) Information subject to licensing restrictions and/or confidentiality protocols;
 - (d) Information subject to constraints under the Resource Management Act 1991 (“the RMA”) including protected information set out in section 42 of the RMA; and
 - (e) Information relating to matters that are sub judice; and
- 7.3 Information on which constraints may be applied are:
- (a) Matters subject to constraints under the Resource Management Act 1991 (depending on the matter); and
 - (b) Culturally sensitive information where careful management of that information received in confidence is considered important for achieving the purpose of the legislation and wider release is not considered in the public interest.
- 7.4 Any confidential information disclosed for the purposes of this Protocol is and shall remain confidential. A receiving Party shall not use any confidential information disclosed to it, except for the purposes of this Protocol and shall not disclose such confidential information without the prior written consent of the disclosing party.
- 7.5 For the purposes of this Protocol, confidential information includes all technical know-how, financial information, trade secrets, and other commercially valuable information, associated with or related to that information and any proposed or actual project which is communicated or in any way provided to the receiving Party by the disclosing Party or which is obtained by observation or any other manner, but does not include such information which is or becomes part of the public domain otherwise than as the result of any unauthorised act or omission of the receiving Party, or which can be shown to be already in the receiving party’s possession and not otherwise subject to obligations of confidentiality to the disclosing party.

SCHEDULE FOUR

COPY OF STANDARD ZONE LICENCE

File No:
Document No:
Enquiries to: Louisa Alix

Zone

Licence to Occupy

Licence No.

between

Waikato Regional Council

and

Zone licence to occupy

Doc # 1657657



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Licence dated the _____ day of _____ 20____

Parties

- (1) **Waikato Regional Council** ('Council')
- (2) ⁽³⁾ ('Licensee')

Background

- A. The Council has agreed to license the Land under section 20(3) of the Soil Conservation and Rivers Control Act 1941.
- B. The Licensee acknowledges the grant of this Licence is non-exclusive.

Grant:

- A. The Council grants to the Licensee and the Licensee accepts the grant of a Licence to Occupy the Land subject to the terms of this Licence.

Executed as a deed.

Signed for and on behalf of)
Waikato Regional Council) Group/Division Manager
 By: D S Fowlds)
 And: M D Duffy/D Speirs) Zone/Programme Manager

Signed by the Licensee)
) (Signature)
)
) (Print full name)

in the presence of:

Witness signature

Witness name:

Occupation:

Address:

Reference Schedule

Land:- ⁽¹⁾ Zone Licence Number ⁽²⁾

Land Type:- ⁽⁴⁾

Area:- ⁽⁵⁾ hectares, being approximately that area shown on the annexed plan.

Term:- ⁽⁶⁾

Commencement Date:- ⁽⁷⁾

Expiry Date:- ⁽⁸⁾

Licence Fee (Plus GST):-

\$ ^{(9) (a)} per annum payable in advance on 1 June and 1 December each year.

\$ ^{(9) (b)} administration one-off fee payable in advance on the Commencement Date.

Licence Fee Review:-

^{(10) (a)} Annually on 1 June each year.

^{(10) (b)} Not applicable where an administration fee is charged.

Required Use:- ⁽¹¹⁾

Council's Contact Details:-

Louisa Alix
Property Officer, Property Services
DDI: 07 859 0550
Freephone: 0800 800 401
Mail: Waikato Regional Council, Private Bag 3038,
Waikato Mail Centre, Hamilton 3240
Email: louisa.alix@waikatoregion.govt.nz

Licensee's Contact Details:

Manager/ Sharemilker Contact Details:

Name: _____

Name: _____

Telephone: _____

Telephone: _____

Mobile: _____

Mobile: _____

Email: _____

Email: _____

Postal: _____

Postal: _____

Please update Council with any change to the Contact Details provided above.

Special Provisions

Conflict:- If there is any conflict between the General Provisions and these Special Provisions these Special Provisions will prevail.

Modification:- Council may change these Special Provisions at any time by giving the Licensee notice.

(12)

General Provisions

1 Interpretation

1.1 In this Licence unless the context otherwise requires:-

'Act' means the Soil Conservation and Rivers Control Act 1941.

'Approval or Approved' means the prior written approval of Council.

'Chattels' means any personal property that can be completely transferred by delivery, and includes machinery and stock however excludes land and fixtures which are permanently affixed to a building or the ground.

'Council' means Waikato Regional Council and its successors and includes persons authorised by it.

'Council's Improvements' means anything erected, placed or planted by Council on the Land including all structures, earthworks and anything constructed by the Licensee from materials supplied by Council.

'Land' means the land defined in the Reference Schedule.

'Licence' means this Licence.

'Licensee' means the Licensee party to this Licence and includes persons under their control.

'Licensee's Improvements' means anything owned, erected or placed on the Land by the Licensee (excluding the Licensee's chattels or things constructed from materials supplied by Council).

'Management Plan' means any Management Plan prepared or adopted by Council in respect of the Land.

1.2 **Negative obligations:** An obligation not to do anything includes an obligation not to allow that thing to be done.

1.3 **Persons:** References to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality, and words importing one gender will include the other gender.

1.4 **Plural and singular:** Words or phrases importing the singular number will include the plural and vice versa.

1.5 **Statutes, regulations, policies and plans:** References to any statutory provision, regulation, policy or plan will include any statutory provision, regulation, policy or plan which amends or replaces it.

2 Term

2.1 **Term:** This Licence is for the term specified in the Reference Schedule.

2.2 **Licensee's right to cancel:** The Licensee may cancel this Licence on giving one month's notice to Council. Cancellation does not release the Licensee from any obligation up to the time of cancellation.

3 Licence Fee and Outgoings

3.1 Payment of Licence Fee:

3.1.1 The Licensee must pay Council the Licence Fee in advance as Council directs.

3.1.2 The Licensee must not reduce any payment by deduction, set off or counterclaim.

- 3.2 **Licence Fee policy:** Only Council may determine the Licence Fee policy. Fees may vary according to the nature of the Land occupied and what it is used or suitable for.
- 3.3 **Licence Fee Review:** Council may review the Licence Fee on the Licence Fee Review dates in accordance with Council policy.
- 3.4 **Rates:** Council will pay rates and other charges (excluding charges for water usage) levied against the Land.
- 3.5 **GST:** The Licensee must pay all goods and services tax on the Licence Fee and other payments made by the Licensee as Council directs as well as any additional goods and services tax Council may be required to pay as a result of the Licensee's failure to pay when required.
- 3.6 **Interest:** The Licensee will pay interest on overdue payments at a rate equivalent to the rate charged by Council's bank for commercial overdraft facilities plus 5%. Interest accrues from due date to date of payment.

4 Required Use and Reporting Requirements

- 4.1 **Required Use:** The Licensee may only use the Land and any Improvements for the Required Use.
- 4.2 **Reporting requirements:** The Licensee must supply Council with such information as Council reasonably requires.
- 4.3 **Guidelines for use:** Council may develop or modify existing guidelines concerning the use of the Land. If those guidelines conflict with this Licence then the terms of this Licence will prevail.

5 Conduct on Land

- 5.1 **Licensee to comply:** The Licensee must comply with all Acts, regulations, bylaws, district and regional plans, rules, resource consents, standards, guidelines, policies, Management Plans or pest management strategies as they affect the Land and the Licensee's use of it.
- 5.2 **Dangerous goods, chemicals and other substances:**
The Licensee must not:-
- 5.2.1 keep dangerous or explosive goods on the Land without Approval;
- 5.2.2 store or heap on the Land any equipment, chemicals, fertilisers, minerals or like substances;
- 5.2.3 permit any dangerous or offensive activity which may be a nuisance or which may interfere with the Land, Council's Improvements or the property of any other person lawfully using the Land;
- 5.2.4 contaminate the Land. Contamination means any change to the physical, chemical or biological condition of the Land by a contaminant as that word is defined in the Resource Management Act 1991.
- 5.3 **Fires:** Camping and fires are prohibited without Approval.
- 5.4 **Vehicles:** Vehicles and tractors on any non-metalled part of the Land are restricted to Council business and necessary use by the Licensee for grazing/stock/pasture management.

5.5 **Public access:** The public are permitted pedestrian access to the Land for recreational purposes. Carrying firearms is prohibited unless authorised by the Licensee.

5.6 **Licensee's rules:** The Licensee may with Approval develop rules for managing public use of the Land so as to mitigate material adverse effects upon the Licensee's operations. The rules must be consistent with this Licence. The rules will be included in the Special Provisions and may be changed by Council at any time.

6 Building

6.1 **Building Work:** In this clause 'Building Work' means works including earthworks for or associated with the construction, alteration, demolition or removal of the Licensee's Improvements.

6.2 **Approval for Building Work:** The Licensee acknowledges this Licence has been issued for the purpose of managing soil conservation and river control land. Generally Building Work will be inconsistent with those purposes and is prohibited without Approval. Approval will only be given if in Council's opinion a Building Work will not have an adverse effect upon its operations.

6.3 **Plans:** The Licensee must provide adequate plans to allow Council to assess the request for Approval. The Building Work must comply with the Approved plans.

6.4 **Work carried out under supervision:** Council reserves the right (but is not obliged) to supervise the Building Work.

6.5 **No warranty:** Council does not warrant the Approved plans are suitable for purpose.

6.6 **Stop works:** If Council reasonably considers the Licensee is not complying with the plans, the project is not properly managed or is no longer suitable, Council may stop all work and require the Licensee to take such action as directed.

6.7 **Signs:** No signs, notices or advertising material on the Land are to be visible from outside the Land without Approval.

7 Maintenance

7.1 **Good order and repair:** The Licensee must maintain the Licensee's Improvements to Council's satisfaction.

7.2 **No obligations on Council:** Except as provided otherwise, Council is not obliged to maintain any Improvements.

8 Fencing

8.1 **Licensee to fence:** The Licensee will, at their expense, fence the Land to accommodate the Required Use and protect and preserve Council's Improvements including fencing all waterways, channels, drains, dams, planted areas, erosion control works, wetlands and ponds in a manner that permanently excludes all livestock from these areas. The Licensee will maintain the fences.

8.2 **Materials:** Council may provide the Licensee with fencing materials for the purposes of this clause 8.

8.3 **Flood damage:** In accordance with its policies Council may repair or provide materials to repair Council fences damaged by flooding.

8.4 **Ownership:** Internal cross fences on the Land are owned by the Licensee. All other fences are owned by Council.

8.5 **Gates:** The Licensee will install gates in their cross fences at locations required by Council and will maintain all gates in good order so the same are able to be easily opened. If a gate is to be locked the Licensee will allow Council to provide its own lock.

8.6 **Council's access to be unobstructed:** Council must have unobstructed access along the top of the stopbank and metalled access ways at all times.

9 Maintenance and Management of the Land

9.1 **Council drains:** Council or other authorities will maintain all of their drains, pumps or floodgate outlets which are on the Land.

9.2 **Licensee's maintenance of Council's Improvements:** The Licensee must repair and maintain to Council's satisfaction:-

9.2.1 the Land, pasture and all fences, the running surface of crossings, gateways and stock watering systems;

9.2.2 all drains (subject to clause 9.1).

9.3 **Prohibitions and work:**

The Licensee must:

9.3.1 not obstruct or alter any drains, dams or watercourses on or adjacent to the Land;

9.3.2 not without Approval plant any new trees or non-pasture species on the Land or damage, cut down or remove any existing trees, shrubs or bush;

9.3.3 remove flood debris (provided this can be removed with normal farming equipment), rubbish, waste, garbage or dead stock from the Land and appropriately dispose of the same;

9.3.4 not bury, burn or stockpile any material without Approval.

9.4 **Light grazing:**

The Licensee acknowledges the sensitive nature of the Land and will adjust their use and farming practices to avoid damage to the Land, pasture and Improvements. The Licensee must:-

9.4.1 adjust stock numbers to prevent damage to the Land, pasture and any Improvements and manage grazing to control vegetation without causing excessive wandering, tracking or pugging;

9.4.2 during winter and wet conditions graze restricted numbers of light stock only and keep stock away from any waterway;

9.4.3 remove stock from the Land during periods of saturation or flooding or during periods of prolonged dry weather when grass cover is likely to be diminished;

9.4.4 remove stock or adjust stock numbers as directed by Council;

9.4.5 not graze the Land with fowl or animals that are inclined to track, scrape at, dig or root the ground (e.g. bulls, pigs, horses, and other large/heavy stock);

9.4.6 ensure pasture is maintained sufficient to bind the surface of the Land, limit erosion and reduce the amount of nutrients entering any waterway. If any areas become devoid of grass or have insufficient grass cover the Licensee will temporarily remove the stock, fence out that area and reestablish the pasture to Council's satisfaction;

- 9.4.7 keep all stock within the confines of the fenced areas. If any stock stray the Licensee will immediately make good any damage;
- 9.4.8 provide an adequate watering system for stock. The Licensee may not feed out or place any watering trough or other structure encouraging congregation of stock on the stopbank or within five metres of the base of the stopbank or any areas likely to be vulnerable to damage. Watering troughs must be on a raised surround which the Licensee is to keep in good order and repair.
- 9.5 **Pests:** The Licensee must keep the Land and Improvements clear of all pest plants and animals.
- 9.6 **Fertiliser:** The Licensee may apply fertiliser to the arable part of the Land but only to the extent necessary to maintain a healthy grass sward.
- 9.6.1 Nutrient application will be based upon the results of a soil test and nutrient budget both no more than two years old. Olsen P levels are to be maintained between 20 and 30 with no more than 150kg of nitrogen per hectare applied annually. Fertiliser application must accord with the Fertiliser Code of Practice and except for nitrogen be applied by a Spreadmark registered contractor.
- 9.6.2 No fertiliser or other nutrients may be applied within 20 metres of a waterway or when ground conditions are wet.
- 9.6.3 Details of all nutrient substances applied to the Land and the associated soil test and nutrient budget must be supplied to Council upon request.
- 9.7 **Soil and structure:** The Licensee must not crop, break up, cultivate, plough, excavate, remove, mine, impoverish or waste the soil or enter into a pasture improvement programme without Approval.
- 9.8 **Effluent:** No effluent may be applied to the Land without Approval.

10 Entry and Inspections

- 10.1 **Council's right to enter and inspect:** The Licensee must allow Council at all reasonable times to inspect the Land and/or any Improvements.
- 10.2 **Default notice:** If Council gives the Licensee notice of any default, the Licensee must immediately take the required remedial action. All work must be completed to Council's satisfaction. Council may (at its sole discretion) take such action as may be necessary or desirable to remedy the default/s and the cost of that action will be recoverable from the Licensee as a debt.
- 10.3 **Council's right to entry:** Council may at any time enter onto the Land for any purpose associated with its rights and obligations under the Act including but not limited to installing, constructing, repairing, maintaining, enhancing or replacing Council's Improvements and works connected with soil conservation and river control.

11 Insurance and Indemnity

- 11.1 **Public liability insurance:** The Licensee will effect and maintain appropriate insurance including public liability insurance cover with a reputable insurance company of not less than \$2,000,000. Public liability insurance must be held by the Licensee for the entire term of the Licence. The Licensee undertakes to provide Council with a copy of a current certificate of insurance noting Council as an interested party. The insurance certificate must be sufficient to satisfy Council's insurance requirements. In the event that it does not meet Council's requirements, Council shall be able to request a copy of the policy document be provided to it to determine sufficient and appropriate cover is in place.

- 11.2 **Indemnification:** The Licensee will indemnify and keep indemnified Council against any action, suit, proceedings, liability claim, demand, loss, damage or expense suffered or incurred by Council as a direct or indirect result of this License or any act or omission of the Licensee.

12 Assignment

- 12.1 **No assignment:** This Licence is personal to the Licensee. The Licensee may not deal with it.
- 12.2 **Deemed assignment:** Any change in the legal or beneficial ownership of shares in the Licensee which affect its effective management or control is deemed to be an assignment of this Licence.
- 12.3 **No interest:** This Licence does not give the Licensee any right title or interest in the Land.
- 12.4 **Temporary occupation:** The Licensee may with Approval allow a sharemilker or adjoining lessee to temporarily graze the Land. The Licensee must give notice of the name and address of the temporary occupier. Such occupation will be subject to the terms of this Licence and the Licensee shall remain liable.

13 Removal of Licensee's Improvements

- 13.1 **Removal of improvements:** Prior to expiry or earlier termination of this Licence Council may require the Licensee to remove the Licensee's Improvements and chattels. The Licensee must repair any resulting damage to the Land or Council's Improvements to the satisfaction of Council.
- 13.2 **Buildings and improvements:** Any Licensee's Improvements and/or chattels remaining on the Land at the end of this Licence revert to Council which may deal with them as it determines and will not be liable for any loss or to make payment of any compensation whether by betterment or otherwise.

14 Council's Right to Terminate

- 14.1 In addition to any other right to terminate it may have, Council may terminate this Licence:
- 14.1.1 If the Licensee fails for 28 days to pay any instalment of the Licence Fee or other monies payable under this Licence; or
- 14.1.2 If the Licensee fails for 28 days to observe and perform any other obligation under this Licence; or
- 14.1.3 On 14 days notice if Council requires the Land for flood protection or public works; or
- 14.1.4 Immediately if the Licensee becomes insolvent, goes into bankruptcy or liquidation or is about to go into bankruptcy or liquidation or is wound up, dissolved or becomes defunct; or
- 14.1.5 Immediately if in the opinion of Council the Licensee's activities damage the Land or Council Improvements; or
- 14.1.6 Immediately if floodworks or other public works are urgently required by Council.
- 14.2 Early termination does not release the Licensee from any of its outstanding obligations up to the time of cancellation.

14.3 Council may suspend a Licensee's use of all or part of the Land for such time as in its opinion it is necessary or desirable to do so.

14.4 Disposition of adjoining land:

14.4.1 In the event the Licensee wishes to dispose of the adjoining land or any part of it, the Licensee will immediately notify the details of the proposed disposition to the Council.

14.4.2 If the Licensee disposes of the whole of the adjoining land, this Licence will terminate on the earlier of the settlement or possession dates.

14.4.3 If the Licensee disposes of part of the adjoining land, this Licence shall terminate at the discretion of the Council.

15 Dispute Resolution

15.1 In respect of any dispute between the parties arising out of or in connection with this Licence, the parties shall first attempt to negotiate a resolution.

15.2 If negotiations fail, either party may elect to have the dispute resolved by a sole mediator jointly appointed by the parties or if the parties cannot agree on the mediator, then a mediator appointed by the President for the time being of the New Zealand Law Society or his or her nominee. The election to mediate is to be made within ten (10) working days of notice of the dispute or at any other time as agreed between the parties.

15.3 If mediation is not elected or if mediation is unsuccessful then the matter can be referred to arbitration if both parties agree in writing to this occurring. Such agreement must be reached within ten (10) working days after the parties' right to elect mediation has elapsed or the conclusion of the mediation process.

15.4 If arbitration is not elected pursuant to clause 15.3 then the dispute shall be resolved by the Courts.

16 Council as Landowner/Land Manager Not Regulatory Authority

16.1 **Council as Land manager:** The Licensee acknowledges this Licence is entered into by Council in its capacity as a landowner or land manager and not as a regulatory authority. The two roles of Council are different and approval given by Council in its capacity as the Licensor will not be deemed to waive or imply Council's approval in its capacity as a regulatory authority.

17 Implied Conditions

17.1 **Property Law Act:** The covenants and provisions implied into licences by the Property Law Act 2007 are excluded except to the extent that they are required by law.

18 Notices

18.1 **Notices in writing:** Any notice required to be given under this Licence will be in writing and may be delivered or sent by a facsimile transmission to the address of the party to be notified as set out in the Reference Schedule or such other address as either party may notify in writing.

19 Costs

19.1 **Council's costs:** The Licensee must pay all costs incurred by Council in exercising or attempting to exercise any rights and remedies because of any default by the Licensee.

SCHEDULE FIVE

COPY OF STANDARD ZONE LAND GUIDELINES DOCUMENT

File No: Z23 010, Z15 125
Document No: 1672257
Enquiries to: Louisa Alix

Zone Land Guidelines Document

1 June 2010

Purpose

To be read in conjunction with the Licence to Occupy between Waikato Regional Council “the Council” and the “Licensee”.

Licensing of the Zone land is allowed only in order to effectively control vegetation ensuring preservation of stopbanks, protection works or structures, flood control and environmental values.

This Guidelines Document acts as a supplement to the Licence and may be updated as notified from time to time.

Doc # 1672257



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Reference Schedule

Land: The portion of Zone land covered by the Licence to Occupy.

Land Type:

- i. Ballast – flood protection structure to support the stopbank structure and control or prevent seepage
- ii. Detention Dam – flood protection structure to control flood waters by temporary storage and gradual release.
- iii. Spillway – flood protection structure to control overflows
- iv. Stopbank – flood protection structure to retain flood waters
- v. Floodway – the area between the stopbanks which acts as a wider water course in times of flood
- vi. Ponding Zone – temporary storage area to contain flood water
- vii. Soil Conservation Land – land acquired for soil conservation controls or special purposes

Area: This is the total area of the Land licensed which may include wetlands, ponds, tree stands, metal races and other unproductive areas etc.

Required Use: Categories of Required Use are:

- i. Commercially Maintained – area is metalled or maintained by mowing
- ii. Community Recreation – area is maintained by mowing or other agreed means
- iii. Light Grazing – area is maintained by light grazing
- iv. Woodlot – area is maintained by restricted grazing of appropriate livestock and access ways maintained by light equipment as necessary.

Special Provisions

All items listed under Special Provisions are unique to the Licensee or the Land. These can be updated or amended by Council as necessary during the term of the Licence by way of written notice.

General Provisions

All items listed under General Provisions are the core standard licence requirements of the agreement between the parties.

1. Interpretation:

In this document unless the context otherwise requires:

'**Act**' means the Soil Conservation and Rivers Control Act 1941.

'**Approval**' means the prior written approval of Council.

'**Council**' means Waikato Regional Council and its successors and includes persons authorised by it.

'**Council's Improvements**' means anything erected, placed or planted by Council on the Land including all structures, earthworks and anything constructed by the Licensee from materials supplied by Council.

'**Land**' means the land defined in the Reference Schedule.

'**Licence**' means the Licence to Occupy.

'**Licensee**' means the Licensee party to the Licence and includes persons under their control.

'**Licensee's Improvements**' means anything owned, erected or placed on the Land by the Licensee (excluding the Licensee's chattels or things constructed from materials supplied by Council).

'**Management Plan**' means any Management Plan prepared or adopted by Council in respect of the Land.

2. Term

At expiry or earlier termination of the Licence the Licensee:

- i. should leave all parts of the land in good grass pasture of at least one or two months standing and in a clean and tidy condition with any of the Licensee's chattels being wholly removed from the land; and
- ii. must restore the land to an acceptable condition and if applicable sow or restore pasture on any parts that have been in any way damaged by the Licensee or their farming practices, to the satisfaction of Council and not later than the date of such expiry or termination, in terms with licence conditions.

2.2 Licensee's right to cancel: Should the Licensee request to terminate the Licence, Council may send a letter with any of the necessary requirements to be completed prior to the termination date.

3. Licence Fee and Outgoings

3.2 Licence Fee policy: The Registered Valuers engaged by Council (currently Quotable Value Limited) are instructed to assess the market grazing value of licence areas individually, taking into consideration the nature of the Land, the physical and licence restrictions on its usage, its effective potential and the impositions of the Licence to Occupy on licensees. Each licence area may be assessed under a number of categories from good grazing to non-grazeable land, with the appropriate market rental applying for each category. Areas of non-grazeable land are assessed at nil rental.

3.3 Licence Fee Review: Market rentals for the initial year of the licence term are assessed for Council by the Valuer based on grazing value, after individual inspection of each licence area. Council sets its licence fees 5% below the assessed market grazing rentals, in acknowledgement of the benefit of having the land well managed by adjoining owners.

Licensees have rights of formal objection to the initial year's licence fees, requiring alternative market rental assessments from a Registered Valuer or Registered Farm Management Consultant with appropriate professional valuation qualification and experience.

Licensees who wish to object to their licence fees set for the initial year of the licence term must advise Council in writing of their intention to object, setting out their grounds for objection. That letter must be received at Council's Hamilton office within four weeks of the date of the original licence fee advice. Upon receipt of such a letter of intention to object, Council will seek confirmation from the Valuer as to the market rental assessed on Council's behalf. Licensees will be advised of the confirmation or of any adjustment to the licence fee as appropriate.

If licensees wish to continue and make a formal objection they must obtain at their own cost an alternative market rental assessment for the licence area, based on grazing value and taking the licence conditions etc into consideration. The alternative market rental assessment must be obtained from a Registered Valuer or Registered Farm Management Consultant with appropriate professional valuation qualification and experience. All formal objections must be in writing setting out the grounds of objection, must be accompanied by the appropriate alternative market rental assessment and must be received at Council's Hamilton office within 10 weeks of the date of the original licence fee advice.

Council will consider any objections and the alternative market rental assessments in conjunction with the market rental assessments obtained by Council from the Valuer. Council may call such further supporting information as they require and may request objecting Licensees and their representatives to appear in support of their objections. Objecting Licensees must meet their own costs for their attendance and the attendance of their representatives for consideration of their objection. Objecting Licensees will be advised in writing of Council's decision.

Licensees are required to pay the full licence fees invoiced by Council as those fees are due. If any overpayment be determined as a result of a reassessment, the overpayment will be credited against future licence fees or refunded, as Council considers appropriate.

Appropriate relativity between licence fees will thus be set for the initial year of the licence term, establishing the "benchmark" for reviews in the subsequent years.

Licence fees for each of the subsequent years of the five year licence term are set by indexing the initial year's fees by an appropriate factor. Council requests the Valuer to advise what market shift is evident and also seeks similar advice from another independent Registered Valuer or Registered Farm Management Consultant with appropriate professional valuation qualification and experience. Council then assesses the appropriate indexing factor and advises all Licensees of the fee set. As those fee reviews are carried out on an across the board basis, no formal objections from licensees are considered. However, where specific written enquiries are received within four weeks of the date of Council's letter advising of the fee set, details will be confirmed with the Valuer engaged by Council and licensees will be advised accordingly.

The above combined policy and procedures over the five year licence term should ensure that licence fees remain fair, while allowing reviews to be carried out cost effectively.

4. Required Use and Reporting Requirements

4.1 Required Use: Required use of the Land is specified in the Reference Schedule. All Zone land must have adequate grass cover or metal surface maintained at all times to bind the surface together and limit scouring, rilling or erosion etc. That not only protects the land and the flood protection works from damage but also limits the quantity of transportable material entering the river systems. Therefore any bare areas pose some threat, particularly if they are on stopbanks, which are generally more vulnerable to damage. Appropriately maintained metalised areas also meet the requirements to adequately maintain flood protection structures.

4.2 Reporting requirements: Reporting requirements refers to information such as fertiliser application information, any change to contact details, public liability insurance etc.

5. Conduct on Land

5.1 Licensee to comply: The Licensee must comply with all relevant legal statutes including the Resource Management Act 1991, Soil Conservation and River Control Act 1941, Biosecurity Act 1993, Animal Welfare Act 1999 and all amendments and substitutions to those Acts where applicable.

Management must also be consistent with the Waikato Regional Plan, Regional Pest Management Strategy and other relevant Council supported initiatives including the Dairying and Clean Streams Accord 2003, as notified from time to time.

5.2 Dangerous goods, chemicals and other substances

5.3 Fires

5.4 Vehicles

Licensees requiring further information with regard to the restrictions around dangerous goods, chemicals and other substances, fires or vehicles, should contact Council's Area Works Supervisor for assistance.

5.5 Public access: Any holder of a consent or authorisation to draw water from the river has the necessary right of access to any installation owned by the holder of such consent or authorisation.

5.6 Licensee's rules: Applies to lambing season or other periods of time where additional access controls may be necessary as previously agreed to between Council and the Licensee.

6. Building

Licensees requiring further information with regard to Building Work, as defined in the Licence, should contact Council's Area Works Supervisor for assistance.

7. Maintenance

8. Fencing

8.1 Licensee to fence: Upon review of each site, or on request by the Licensee, Council may determine whether a pond, swamp or wetland area requires fencing for edge protection, enhancement or habitat development.

Riparian areas and retired waterway margin areas of river edge protection planting are to be fenced off, are not included in the Licence and are not to be grazed. Any riparian fencing is to be established a minimum of three metres from the mean high water mark and one metre back from the top of any steep slope. Council may shift riparian fences closer to stopbanks, as required for earthworks or to ensure margin areas influenced by tides are not grazed.

Livestock must be kept out of waterways at all times, regardless of time of year or conditions. Gateways are not permitted in riparian fences as livestock are no longer allowed to access the river. Pedestrian or other access may be Approved for specific purposes.

8.4 Ownership: In general all fences on the Land are to be maintained by the Licensee and remain Council's Improvements except where specified in the Special Provisions.

The land acquisition boundary fence between the Land and the adjoining land owner(s) is a common law boundary fence and falls under the regulations of the Fencing Act 1978. Should replacement work be required, Council is to be immediately notified to begin negotiations with the adjoining landowner.

Toe drain fences, licence boundary cross fences, riparian fences and fences around Council drains are to be maintained by the Licensee. The licensee must electrify any electric fences servicing the Land at any time stock are present.

Internal cross fences for which the Licensee has provided both materials and labour, remain the Licensee's Improvements.

8.5 Gates

8.6 Council's access to be unobstructed

Effective, easily opened gates must be provided and maintained on all fences crossing the stopbanks or providing access to the Land. It is essential that Council be able to carry out periodic inspections, surveys, maintenance and emergency works etc without delay and swung gates or electric hand piece gates must therefore be provided at all gateways. If Licensees require specific swung gates to be locked then Council must have its own lock installed in that system.

9. Maintenance and Management of the Land

9.1 Council drains: Licensees requiring further information with regard to Council drains, should contact Council's Area Works Supervisor for assistance.

9.2 Licensee's maintenance of Council's Improvements: The Licensee is responsible for maintaining and repairing reasonable wear and tear as a result of regular use of the Land and the improvements upon it. For further clarification licensees should contact Council's Area Works Supervisor for assistance.

9.3 Prohibitions and work: Licensees requiring further information with regard to maintenance requirements or restrictions around drains, planting, flood debris and burying, burning or stockpiling, please contact Council's Area Works Supervisor for assistance.

9.4 Light grazing:

9.4.1 Adjust stock numbers: Close management of restricted numbers of appropriate stock, when ground conditions are suitable, is required. Where practicable Council prefers the practice of less intensive rotational grazing instead of mob-stocking or set-stocking, as the latter methods can have longer term negative effects on the density and per cent cover of the pasture.

9.4.2 During wet/winter conditions: During winter and wet conditions only restricted numbers of light stock may be grazed and they must be excluded from any waterway by at least three metres from the mean high water mark and one metre back from the top of any steep slope.

Large or heavy livestock are not permitted on the Land at all during seasonally wet periods like winter or spring. Stopbank or spillway grazing is prohibited under any circumstances when conditions are wet and prompt stock removal from vulnerable areas or when ground conditions are wet/soft is necessary. All livestock must be removed completely from the Land when soils are saturated. Stock are not permitted on the Land during flood events.

9.4.3 Remove stock

9.4.4 As directed by Council

Licensees must have ready access to the Land and have flood free land in close proximity on which they can put stock in time of flood or to remove stock as conditions may require.

9.4.5 Stock type: Most of the Zone land is suitable only for grazing light stock, e.g. young replacement dairy stock or other light cattle or sheep. Any grazing by heavier stock must be very carefully managed to avoid damage to pasture etc.

Livestock Type:

- i. "Light" cattle, beasts up to and including two years of age, may be grazed on the Land.
- ii. Fowl may not be grazed on the Land as their grazing habits are to pull up the complete grass plant or snip it off at ground level preventing it from re-establishing and leaving bare ground behind.
- iii. Horses may not be grazed as areas often revert to weeds and tracking, etc occurs.

9.4.6 Ensure pasture is maintained: Damage to pasture on stopbanks or spillways often results from:

- i. vehicle/tractor usage
- ii. repeated stock tracking across or along stopbanks over excessive lengths
- iii. stock gathering at gateways, cross fences, water troughs, feeders etc
- iv. improper stocking, generally by the use of heavy stock, or large numbers of stock, particularly during periods when ground conditions are soft
- v. careless stock and pasture management, including failure to promptly remove stock from vulnerable areas when pasture or ground conditions indicate removal of stock would be appropriate.

It is expected that any damage to the Land (including holes, ruts, tracks, or bare areas) be repaired as soon as is practicable following the shift of livestock to preserve the integrity of the stopbank.

If damage occurs or following works, a restricted number of only light stock are allowed to re-enter the area and only when grass has more than sufficiently re-established, has grown past the three leaf stage and under no circumstances when ground conditions are wet. More than 80% cover in grass density, e.g. pasture only grazed to about 2.5 cm grass height and about 1000 kg DM/ha must be retained after grazing.^{4,5}

9.4.7 Keep stock confined: The Licensee is solely responsible for the safety and well being of their stock on the Land at all times (including times of flood) and Council will not be responsible for any stock losses in any event.

9.4.8 Provide an adequate watering system for stock: An acceptable trough surround is a raised surface compacted with suitable materials. Feeding out on stopbanks and locating water troughs on stopbanks is not permitted, acknowledging the risk of damage to stopbanks from those practices.

9.5 Pests: In terms with the Regional Pest Management Strategy, the Licensee must keep their adjoining land to a rabbit infestation level at or below 3 on the Modified McLean scale of rabbit infestation and should notify Council of any potential infestations on other adjoining private land. Licensees are also reminded of their obligation to ensure that all plant pests including gorse, are promptly eradicated from the Zone land.

Modified McLean scale of rabbit infestation ⁸	Level
No sign seen. No rabbits seen.	1
Very infrequent sign present. Unlikely to see rabbits.	2
Sign infrequent with heaps more than 10 metres apart. Odd rabbit may be seen.	3
Sign frequent with some heaps more than 5 metres but less than 10 metres apart. Groups of rabbits may be seen.	4
Sign very frequent with heaps less than 5 metres apart in pockets. Rabbits spreading.	5
Sign very frequent with heaps often less than 5 metres apart over the whole area. Rabbits may be seen over the whole area.	6
Sign very frequent with 2-3 heaps often less than 5 metres over the whole area. Rabbits may be seen in large numbers over the whole area.	7
Sign very frequent with 3 or more heaps often less than 5 metres apart over the whole area. Rabbits are likely to be seen in large numbers over the whole area.	8

Note: The scale provides an index of rabbit density that is most useful when making comparisons between similar types of country, or recording changes from year to year in the same district. It is not suitable for measuring short term changes because old signs may last and numbers seen are affected by the time of day, and pasture length, for example. McLean scale level four indicates a minor-moderate infestation density. Any property monitored at five and over represents potential problems for neighbouring land owners and control action may be required.⁸

9.6 Fertiliser: The Licensee is to supply Council with the detail of any fertiliser application on the Land, a soil test and Overseer nutrient budget page. It is only necessary to provide the soil test and Overseer nutrient budget page if fertiliser is applied to the Land and only every two years.

The benefits of obtaining a soil test and nutrient budget include:²

- i. Improved pasture uptake and productivity
- ii. Cost savings
- iii. Environmentally sound decision making

In accordance with Waikato Regional Plan 3.9.4.11 Permitted Activity Rule – Fertiliser Application, the nutrient management plan for pastoral land must be developed based on the outputs of either Overseer (AgResearch) or any other nutrient management planning tool that meets the criteria outlined in Rule 3.9.4.11 (advisory notes).⁷

Targeted Nutrient Guidelines for Zone land

This information is supplied as a targeted guideline for nutrient levels on Zone land.

	Targeted Level	Notes
pH	5.1 to 6.4	Soil pH greater than 7 may cause deficiencies in a number of trace elements and decrease phosphorus availability. ^{2,5}

	Targeted Level	Notes
Olsen P (Phosphorus)	20 - 30 (mg/L)	Phosphorus leaching is possible at levels over 40 and leaching is increased at levels over 60. ³
Sulphate-S (Sulphur)	> 7 (mg/kg)	A level of 7 or higher is the minimum requirement for healthy pasture. Very high sulphur levels can be a result of anaerobic soils or of urine patch test contamination. ³

Nitrogen: Maximum allowance of 150 kg/ha/yr all inclusive.⁷

- i. No Nitrogen (N) applications when conditions are wet.^{4,5}
- ii. No Nitrogen (N) applications when temperatures 5 degrees and below.^{3,5}
- iii. No Nitrogen (N) applications greater than 25-50 kg/ha at a time.^{3,4,5}
- iv. Smaller Nitrogen (N) applications, if any, during summer, autumn and winter.⁵

Nutrient application recommendations:^{4,5}

- i. Fertiliser may not be applied within 20 metres of a waterway or when ground conditions are wet.
- ii. Split fertiliser applications, apply smaller amounts more frequently.
- iii. Ensure pasture cover is at least 25 millimetres prior to application.
- iv. Develop and maintain riparian strips to 3 metres or more from the waterway.
- v. Application must align with the requirements of Spreadmark registered consultants.

If Council deems it appropriate, special conditions may be considered for unique sites where sufficient, well-established river margin planting will allow for fertiliser application closer to the riparian fence.

9.7 Soil and structure: Council restricts winter grazing activity due to the sensitive nature of Zone land. The soil is intentionally compacted to support the stopbank, spillway and detention dam structures. This soil compaction results in poorly draining soils which:¹

- i. are more susceptible to the adverse effects of stock⁹ damage,
- ii. are easily damaged by vehicles,
- iii. warm slower in Spring slowing pasture growth and
- iv. usually contain more water-tolerant weeds (buttercups and rushes).

Licensees are responsible for any damage to pasture or to flood protection works caused by stock or vehicles etc. Any damage must be repaired promptly to Council's satisfaction and appropriate measures taken to prevent re-occurrence. Suitable material like clay or metal may be required to fill any persistently bare, pugged or low areas in gateways or stock crossings etc.

The Licensee must maintain at all times the optimum stopbank condition for the purposes of flood management including:

- i. when repairing vehicle or other damage, keeping the stopbank shaped even with the existing adjacent batter slopes etc,
- ii. when repairing any tracking or erosion damage at crossings and gateways etc, keeping the stopbank height consistent with the rest of the stopbank,
- iii. ensuring that no obstructions or structures are placed on or near the stopbank,
- iv. retaining a good healthy uniform grass cover of more than 80% cover in grass density e.g. pasture only grazed to about 2.5 cm grass height and about 1000 kg DM/ha to be retained after grazing,^{4,5}
- v. ensuring that no holes or deformations occur which may lead to weaknesses and
- vi. eradicating any plant pests that could impede access, obscure weaknesses or harbour vermin.

After works, pasture must be allowed to re-establish. The Licensee must not enter, use or graze animals on the Land after the completion of resurfacing works without the prior approval of Council's Area Works Supervisor.

Any stock or vehicle damage to recent works areas on the Land will result in the damaged areas being reinstated to optimum condition at the Licensee's cost. Any cumulative stock damage suffered over a number of years will be dealt with on a case by case basis with the extent of works required at Council's determination, at the Licensee's cost and to Council's satisfaction.

9.8 Effluent: The guidelines for application on Zone land are:

- i. Effluent may not be applied to the Zone land without Approval.
- ii. Any Approved effluent application must accord with the Waikato Regional Plan Permitted Activity Rules on the Discharge of Farm Animal Effluent onto Land.

10. Entry and Inspections

Regular checks will be made to ensure the Land is being well managed in terms with the conditions of the Licence and good farming practice for Zone land. Any licensees not meeting the requirements will be required to remedy that situation, as appropriate.

11. Insurance and Indemnity

12. Assignment

13. Removal of Licensee's Improvements

14. Council's Right to Terminate

15. Dispute Resolution

16. Council as Landowner/Land Manager Not Regulatory Authority

17. Implied Conditions

18. Notices

19. Costs

If any further information is required with regard to conditions 11 to 19, Licensees should contact Louisa Alix at Waikato Regional Council's Hamilton Office for assistance.

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SCHEDULE SIX

AGREED PROCESS FOR ZONE LICENCE AGREEMENTS

1. SCOPE

- 1.1 This Schedule outlines the arrangements for management and administration of Zone Licence Agreements between the Council and Waikato-Tainui. Implementation of this Schedule will be guided by the Principles outlined in this Agreement.
- 1.2 This Schedule covers the following processes for licensing and reissuing of licences:
- a) assessment of land management options for licensed land;
 - b) licensing and relicensing of lands subject to this Agreement;
 - c) annual administration requirements; and
 - d) management of licence funds.

2. BACKGROUND

- 2.1 Licensed land constitutes approximately 950 hectares of the Lower Waikato Zone. Of this licensed land about 10.8 hectares is land defined as Sites of Significance under this Agreement.

3. ASSESSMENT OF LAND MANAGEMENT OPTIONS FOR LICENSED LAND

- 3.1 The assessment of land management options for licensing and relicensing land will follow the process. This approach can be applied jointly by the Parties on either a case-by-case basis or applied to all relevant land at one time to create a database for on-going licensing decisions. This decision process takes into account long-term objectives for land management and creates transitional approaches for any shifts in land management.

4. LICENSING PROCESS

- 4.1 The following is a draft list of the licensing and re-licensing tasks that are currently undertaken by the Council. The Parties will discuss these tasks at their meetings and agree on the role each will take as and when appropriate.
- a) Zone Licence Agreement and Zone Licence Agreement Guidelines Review
 - Content must correspond with Council objectives and this Agreement's objectives.
 - Content must correspond with both the District council and Council policy.
 - Present issues/concerns are to be presented to the subcommittee.
 - A legal review of the proposed Zone Licence Agreement will be considered.
 - Full term fee reviews will include:
 - engaging/involving the licensee
 - conducting individual site inspections
 - responding to fee enquiries; and
 - formal objection process (legal review and special hearing committee).

- b) Transfer and Sales
 - The following will be considered:
 - Exit requirements;
 - New licensee selection; and
 - Area amalgamations and subdivisions.
- c) Licensing Non-Licensed Land
 - The following will be considered:
 - Land status confirmation;
 - Consultation with adjoining/existing/current farmers;
 - Consultation with Crown agents, territorial authorities and any interested parties; and
 - Issuing Zone Licence Agreements

5. ANNUAL ADMINISTRATION

5.1 The following is a draft list of the administration and management tasks that are currently undertaken by the Council. The Parties need to discuss these tasks and determine what roles are appropriate for Waikato-Tainui.

- a) Zone Licence Agreement Administration
 - The following will be considered:
 - development and maintenance of licensee / licence area files, database and spatial layers
 - licensee and agreement information
 - Zone Licence Agreement area and land information
 - structures/liabilities/assets
 - hazards
 - potential enhancement areas; and
 - other factors specific to individual areas.
- b) Reports to liaison subcommittees and catchment services committee
 - Report to be drafted for the committees providing updates and issues for discussion.
- c) Annual Fee Reviews
 - The process for annual fee reviews is as follows by the Council:
 - obtain advice from two valuers (including a re-assessment)
 - obtain Council/committee approval
 - apply fee adjustments across all Zone Licence Agreements
 - discussions with licensees; and
 - respond to fee enquiries.

- d) Six-Monthly Invoicing
 - The process for invoicing by the Council is as follows:
 - provide invoicing data; and
 - assist with collections via licensee direct liaison.
- e) Fee Variations
 - The process for fee variations by the Council is as follows:
 - out for public works
 - extenuating circumstances
 - pasture improvement programmes
 - six-monthly reviews and fee adjustments effective for at least 2 years
 - Zone Licence Agreement boundary adjustments.
- f) Inspections
 - The process for inspections by the Council is to consider:
 - Fence audits;
 - Winter inspections;
 - Annual site inspections, including:
 - Photo capture
 - Condition review of some assets
 - Identify and capture defects
 - Assess grazing/farming management
 - GPS capture;
 - Prepare council reports;
 - Mail out request for works notices;
 - Liaise directly with licensees; and
 - ID Council maintenance requirements
- g) Enforcement Process and Terminations
 - The process for enforcement (and the consideration of terminations) by the Council is as follows:
 - mail out required works notices/works programmes
 - inspection; and
 - engage licensees.

h) Nutrient Management

- The process for nutrient management by the Council is as follows:
 - requesting, obtaining and recording soil test and nutrient application information;
 - reviewing nutrient budgets; and
 - making nutrient management recommendations or requiring adjustments.

i) Public Liability Insurance

- The process for ensuring insurance cover is maintained is as follows:
 - obtain evidence of public liability insurance cover; and
 - review insurance annually.

j) Document Records and Filing

k) Land Management – Administration Activities:

i. Pest control

- rabbit control contract management;
- regional Pest Management Strategy weed control contract management;
- contract tenders and/or procurement processes;
- meet Waikato Regional Plan consent rules or permitted activity guidelines;
- community liaison; and
- iwi liaison.

ii. Meeting Occupational Health and Safety Regulations

- advice/discussions with licensees;
- contract management policies and procedures;
- responding to public enquiries; and
- obtaining appropriate training.

iii. Biodiversity Enhancement on Scheme/Zone Land

- maintenance of existing sites (Opuatia wetland, Lake Waikare Northern Outlet); and
- establishment of new sites such as Lake Waikare Northern foreshore and on the basis of the priority and affordability criteria provided in the Council's technical report.