

He Maara Mataitai

- Ngangaru Ana -

Building a response to the Crown's
Aquaculture Reforms, and the recommendations of the
Waitangi Tribunal's Report:
Ahu Moana

Aquaculture Steering Group

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Executive Summary

This document has been written as a contribution to the debate on how to provide for Treaty rights and responsibilities in aquaculture law reform. The Crown will be consulting on some of these issues in April and May, and there may be an opportunity to influence the final form of the reforms, as well as impressing on the Crown the need to address the wider questions raised. We will have the best chance of doing that if we focus on solutions, not problems.

This paper resulted from discussions between Iwi who were claimants in Wai 953 (Ahu Moana, the marine farming claim), Iwi involved in marine farming and others who would like to be. The Treaty of Waitangi Fisheries Commission and the Federation of Maori Authorities have brought a wider perspective, as well as supporting and facilitating the work.

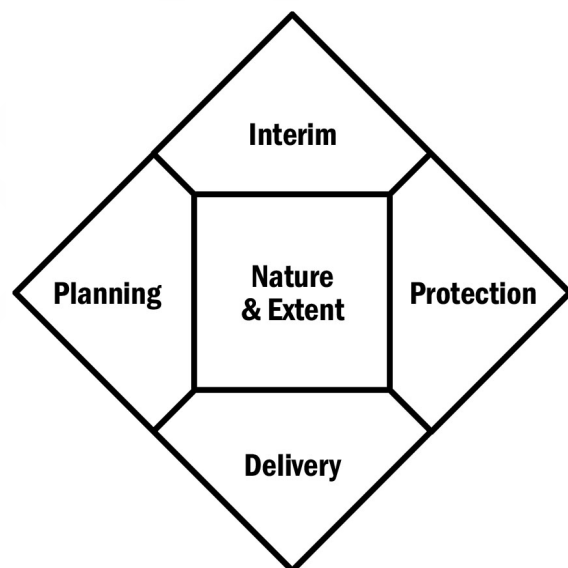
The body of the document is arranged in five parts:

Planning: Looks at the planning process in relation to marine farming and proposes refinements to the way that regional councils and the Ministry of Fisheries undertake that process. The aim is an improvement in ability of Iwi/hapu to have their kaitiaki responsibilities recognized and provided for.

Interim: Responds to the sense that there is an urgent need to see Iwi/hapu taking their rightful place in the activity of aquaculture in their area. Among other things, it suggests a guaranteed allocation of waterspace to Iwi/hapu, to be utilized while wider Treaty rights issues are being sorted out.

Protection: The process of determining how the full nature and extent of Treaty rights in relation to coastal space are to be recognized cannot be rushed just to meet the Crown's need to reform legislation. Therefore, this section looks at what the Crown might need to do in the interim to protect its ability to recognize those rights in the longer term.

Nature and extent: Determining how the full nature and extent of Treaty rights in relation to the marine environment are to be recognized is the key to this picture.



However, it extends well beyond the subject of marine farming and won't be solved within the next couple of months. The challenge for Iwi/hapu is how to get the Crown to the table to discuss the issue.

Delivery: The full nature and extent of Treaty rights in relation to coastal space will be recognized at some point in the future. This might happen Iwi-by-Iwi. In any case, mechanisms will need to be put in place today to enable those rights to be provided for in the future.

You might like the ideas put forward in the paper or they might prompt you to develop better ones. Either way, the Crown needs to hear from you. In particular, it needs to hear the importance of going beyond its current narrow consultation exercise. As the Waitangi Tribunal suggested, a more meaningful negotiation between the Treaty partners may be required. Even more importantly, we should be talking to each other about these things. The people who put this paper together believe there is strength in unity and working together. We hope you will agree.

Aquaculture Steering Group

1. Introduction

Purpose of the Document

Last year, the Waitangi Tribunal heard an urgent claim lodged by Ngati Whatua, Ngati Kahungunu, Ngai Tahu, Te Atiawa, Ngati Koata and Ngati Kuia. These Iwi were concerned that the Crown's proposed aquaculture reforms did not provide for their interests in aquaculture. The Tribunal made its findings and recommendations known to the parties, including the Crown, at the end of 2002.

As a result, as a partial response to the Tribunal's report, the Crown is planning to consult with Iwi and Maori about aspects of the proposed reforms. That consultation is expected to begin in the middle of April this year. The Crown has not indicated that it intends to follow this with any sort of negotiation process, as recommended by the Tribunal.

The purpose of this document is to provide Iwi with information about the reforms, as well as options that Iwi could put forward to address the interests of Iwi and Maori under the Treaty of Waitangi. These options have not been developed in a vacuum; rather they have been formulated through discussions with the Iwi that took the claim to the Tribunal, the Treaty of Waitangi Fisheries Commission, and other Iwi and interested parties. They have also been developed on the basis of limited information provided by the Crown about the reforms. Naturally, these options are not exhaustive. Some Iwi may also have other options and views they would like to put forward.

Many of the issues raised in this paper, and likely to be of concern to Iwi/hapu, go beyond the matters the Crown will be consulting on. Progressing these ideas will require the Crown to commit to a more meaningful process of negotiation between itself and its Treaty partner.

Aquaculture Steering Group

Claimants and other parties who took an active interest in the aquaculture reforms and the marine farming claim met during March to discuss how best to ensure that Iwi were able to adequately respond to the Crown when it consults about the reforms.

Those at the meeting agreed that they should form a Steering Group to formulate a collective position to negotiate with the Crown. It was also agreed that Te Ohu Kai Moana should provide support to the process, which would be led by Iwi. Members of the Group agreed that they should:

- develop principles to guide the development of a mechanism to protect Maori interests and rights, and
- develop a document containing background information and options for Iwi to consider.

People who have participated in the Steering Group are listed in Appendix One.

Format of the Paper

This paper provides the following information:

- Background on the involvement of Iwi and Maori in the marine farming industry;
- An outline of the Crown's proposed reforms;
- A summary of the claim made to the Waitangi Tribunal, and the Tribunal's response;
- An overview of the principles that should guide a response from Iwi and Maori to the Crown's proposals, and
- A proposed package of responses to the Crown. These responses include:
 - Planning - stronger provision and clearer direction for Iwi to be involved in planning for aquaculture;
 - Interim - Interim arrangements for Iwi to gain access to water space;
 - Protection - The development of a process to establish the nature and extent of Maori interests and rights in marine farming;
 - Nature and extent – The development of a process to establish the nature and extent of Maori interests and rights in marine farming
 - Delivery - A mechanism to enable the Crown to intervene in order to address Maori rights

Terms and definitions

The terms Iwi/hapū is used throughout this document to refer to those holding mana whenua, mana moana in a particular area. The rights and responsibilities of this group may be expressed, in relation to the activity of aquaculture, in a number of ways, eg. through whānau-operated farms, joint ventures, etc.

The term permit is used as shorthand in relation to all existing/future marine farming use rights, although some are technically leases/licences.

It is also noted that the rights and responsibilities of Iwi/hapu in the marine environment are continuous, notwithstanding legislative compartmentalisation – they extend well beyond the 12 nautical mile zone, and indeed, beyond 200 nautical miles in some cases, even though the Resource Management Act (RMA) doesn't extend beyond 12 nautical miles.

Exclusions:

- The discussion contained in this paper relates only to interests in the marine environment – it is absolutely without prejudice to Iwi/hapū rights and responsibilities in relation to aquaculture in the freshwater environment.
- A number of Iwi have negotiated redress in relation to the coastal marine area, including coastal tendering, as part of their Treaty settlements. Those provisions must be upheld to the satisfaction of those Iwi in the new arrangements. Nothing in this paper is intended to interfere with those provisions in any way
- Nor is this paper intended to cut across matters currently in progress, such as applications made to the Maori Land Court by Iwi of the Marlborough Sounds seeking confirmation of their customary title to the foreshore and seabed.

2. Background

Maori experience in the industry

A number of Maori have been involved in the marine farming industry since its earliest days, particularly in Hauraki and the Marlborough Sounds regions. In addition, through fisheries settlement assets held by the Treaty of Waitangi Fisheries Commission, Iwi have an interest in marine farms in Coromandel, Marlborough Sounds and the Bay of Islands. Furthermore, of the applications for new marine farms currently in process, an estimated 90% of the space under application involves Maori in some way.

However, Maori development in the industry has been constrained by a number of factors, including the lengthy and expensive resource consent processes faced by all new entrants. In the case of Iwi/hapu seeking to farm in their own rohe moana, this has been exacerbated by the system's lack of recognition of their Article II rights.

The result has been a great deal of time, energy and money being expended in the battle for recognition of these Treaty-guaranteed rights in the Environment Court (Tasman/Golden Bay reference case), the Maori Land Court, High Court and Court of Appeal (Marlborough Sounds foreshore and seabed case) and Waitangi Tribunal (Wai 953: Ahu Moana, the aquaculture and marine farming claim).

Moratorium and reform proposals

The marine farming industry has undergone significant and rapid growth since its earliest days (in the 1970s), and increasing growth is predicted in the near future, with approximately 18,000 acres of marine farming space currently under application, as compared to the 4,500 currently farmed.

The need for reform of the Marine Farming Act and RMA/Fisheries Act regimes was first identified some time ago. The need resulted in Crown consultation on a document entitled *Aquaculture – Join the Discussion* in mid-late 2000. The focus of the exercise at that time was on better integrating RMA and Fisheries Act processes. In late 2001, the Crown announced a package of aquaculture law reforms (including a moratorium), which represented a shift in Crown thinking to more far-reaching change, including RMA planning by designation of Aquaculture Management Areas (AMAs) and the potential of tendering. The moratorium was ultimately rolled back to allow more applications to proceed, largely due to pressure from Maori interests.

At the time of writing, the reform legislation seems to be intended for introduction in July or August this year. Without having a clear deadline for its entry, the Crown maintains that the legislation must be enacted by March 2004, when the moratorium lifts. As a partial response to the Tribunal's findings in Wai 953 (see below), the Crown will be undertaking consultation with Maori in April and May on the content of the reforms and their impact on Treaty rights. It is important to understand that the Crown's consultation is not intended to address all of the matters the Tribunal felt it should (see below). Nor has the Crown proposed that any negotiation will be entered into on these issues, as the Tribunal also recommended.

At the same time, it is worth noting that the marine farming industry has become increasingly critical of aspects of the reforms, particularly in relation to the issue of a perceived lack of security of tenure.

Wai 953 and Waitangi Tribunal recommendations

The original claim in respect of the proposed moratorium was brought by Ngati Whatua and Ngati Kahungunu, alleging that it would prejudicially affect Maori in particular. The moratorium legislation was introduced (barring enquiry by the Tribunal) before the claim could be heard by the Tribunal. Subsequently, the claim was amended to focus on the substantive reforms and their lack of provision for the rights and responsibilities guaranteed by Article II of the Treaty. The claim was joined by Ngati Koata, Te Ati Awa (ki Te Tau Ihu), Ngai Tahu and Ngati Kuia and was supported by Te Ohu Kai Moana, with Whakatohea and Ngai Tamanuhiri also signalling an interest.

The claim was heard by the Tribunal under urgency from 23-24 October 2002. Relatively little evidence was tendered because of the short timeframe. What was presented was largely generic in nature. In response to the claims, the Crown acknowledged the existence of Maori interests in marine farming, but focused on the difficulty of determining how to deal with those interests in the short time before the reform legislation was to be introduced.

In relation to the rights, the Tribunal said:

“We find that Maori have a broad relationship with the coastal marine area and that, as an incident of that relationship, Maori have an interest in aquaculture, or more particularly marine farming. We also find that the Maori interest in marine farming forms part of the bundle of Maori rights in the coastal marine area that represent a taonga protected by the Treaty of Waitangi.” p.76

However:

“We acknowledge that the full nature and extent of that interest is still to be fully investigated and given the restrictions of time we could not undertake a full inquiry into that issue.” P.61

In the course of the claim, the Crown proposed an amendment to the proposed reform package, by way of an “intervention mechanism”, in an effort to provide for Maori interests. The mechanism would give the Minister of Conservation the power to intervene in the AMA planning/tendering process in order for the Crown to preserve capacity to provide redress for historical Treaty claims (at Heads of Agreement stage) or recognise Treaty/aboriginal/customary rights “if identified in the future”. The power could be used to direct Councils:

- not to proceed with a proposed allocation of space;
- to limit the term of consents issued ;
- to allocate authorisations within an AMA to the Crown, and
- direct a certain method of allocation

In relation to the proposed intervention mechanism, the Tribunal said:

“We find the proposals go some way towards addressing claimant concerns but need some further fine tuning. They are therefore still deficient and do not mitigate the breaches of the principles of the Treaty we have identified above” (p.74).

“No attempt has been made by the Crown to fully investigate the nature and extent of the Maori interest in marine farming and only a limited attempt has been made to consult with Maori... The proposals so not rectify that failure” (p.74).

“The proposals indicate that the Crown is attempting to preserve some capacity to recognise Treaty, aboriginal or customary rights. The deficiency is that in some regions, due to current demands, there is only a limited amount of space available” (p.74).

In conclusion, the Tribunal found, in relation to the proposed reforms:

“...we do not suggest there is something inherently wrong in the Crown proceeding with reforms while claims are not settled and rights are not adequately defined. So long as potential claims are provided for in a suitable manner the Treaty obligation is discharged” (p.76)

However:

“Further consultation with Maori is needed to ascertain what should be done to ensure their Treaty interests are adequately provided for and to ensure no further delays in implementing the reforms” (p.76).

The Tribunal recommended that the Crown and Maori should, through consultation and negotiation, jointly consider:

- “a process for investigating the nature and extent of the Maori interest in marine farming;
- a process for agreeing on the mechanism needed to protect Maori interests in marine farming, including a mechanism for preserving capacity to intervene once the full nature and extent of that interest is defined;
- A process for assuring appropriate Maori participation in the development of AMA areas and tendering processes, and
- A mechanism for preserving the Crown’s capacity to meet its Treaty obligations in the short term until such time as the longer planning issues are dealt with” (pp.76-77).

As noted above, the upcoming Crown consultation appears to deal only with the second of these four issues. Iwi/hapu will, of course, be free to address the wider issues. The Crown has not responded to the Tribunal’s recommendation that negotiation also be undertaken.

A full copy of the Tribunal’s findings and recommendations is attached at Appendix 2.

3. Kaitiakitanga: the basis for solutions

The Waitangi Tribunal's findings raise the following questions:

- What is the bundle of Maori rights in the coastal marine area that represents a taonga protected by the Treaty of Waitangi, and which includes the Maori interest in marine farming?
- What issues need to be addressed in answering the challenge laid down by the Tribunal?

Members of the Aquaculture Steering Group have debated this question, and propose that the concept of kaitiakitanga provides the basis for an answer to these questions.

Kaitiakitanga is already acknowledged in legislation and is defined as follows:

“...the exercise of guardianship by the tangata whenua of an area in accordance with tikanga Maori in relation to natural and physical resources, and includes the ethic of stewardship” (section 2, Resource Management Act 1991); and

“...the exercise of guardianship; and, in relation to any fisheries resources, includes the ethic of stewardship based on the nature of the resources, as exercised by the appropriate tangata whenua in accordance with tikanga Maori” (section 2, Fisheries Act 1992)

Concern has often been expressed however that present legal definitions do not fully express what kaitiakitanga is about, and that any attempt to define it in anything other than te reo Maori will always be insufficient.

The Aquaculture Steering Group offers the following ideas in order to generate discussion on the concept of kaitiakitanga and what it means for the aquaculture reform.

Kaitiakitanga contains many elements that can be described as:

- mahi tapu – god given and handed down through our tipuna
- founded in whakapapa - the relationship between everything and everybody in the natural world – there is no distinction between people and their environment
- exercised on behalf of, and for the benefit of all who are related through whakapapa

- a set of inalienable responsibilities, duties and obligations that are not able to be delegated or abrogated
- a web of obligations: to the taonga, to the atua and to ourselves and our uri. Kaitiaki have a responsibility to provide for everyone and ensure everyone benefits
- independent of “ownership” in a European sense. As on land, kaitiaki responsibilities are independent of others who hold “ownership” or use rights under the law. For example, although as kaitiaki, Iwi/hapu may “own” only a percentage of the total marine farming space in a region under existing law, they still hold kaitiaki responsibilities over the whole area in accordance with tikanga
- seamless and all encompassing – making no distinction between moana and whenua
- given effect at whanau and hapu level
- expressed in ways that are appropriate to the place and to the circumstances, according to tikanga
- wider and more complex than existing legal definitions
- given practical effect by:
 - exercising control over access to resources,
 - sharing the benefits of the use of those resources
- enabled through rangatiratanga, which includes the authority that is needed to control access to and use of resources, and to determine how the benefits will be shared. This means that it can be expressed in part through the concepts of “ownership”, “property”, “title” or “stewardship” - however it is much wider than any of these.

Kaitiakitanga has been exercised since before the Treaty. Article II of the Treaty guaranteed that Iwi/hapu would retain the authority they needed – that is rangatiratanga - to continue to exercise kaitiakitanga.

While the Crown gained the right to govern and to make laws (including for the purpose of resource conservation) under Article I of the Treaty, the Crown must heed the guarantees it made under Article II when designing and implementing its policies and laws.

What does this mean for the aquaculture reforms?

As the Tribunal noted, the full nature and extent of the Maori interest in marine farming has yet to be investigated. Until that is done, the Aquaculture Steering Group proposes that kaitiakitanga provides a basis for a response to the aquaculture reforms in the short term.

A response should consist of the following:

- Support for Iwi/hapu to establish their own objectives for the management of the coastal marine environment
- Recognition of those objectives in planning for aquaculture
- A partnership in decision-making – to reflect the guarantees made under Articles I and II of the Treaty of Waitangi
- Provision for Iwi/hapu to have access to the marine environment for marine farming purposes if they determine that is an appropriate way of carrying out their responsibilities to Tangaroa, and to their people
- Establishment of a process or processes to investigate the full nature and extent of the Maori interest in marine farming
- Provision to ensure that until the full nature and extent of the Maori interest is clarified, the Crown establishes an effective means to ensure that it will be able to fully deliver on those interests.

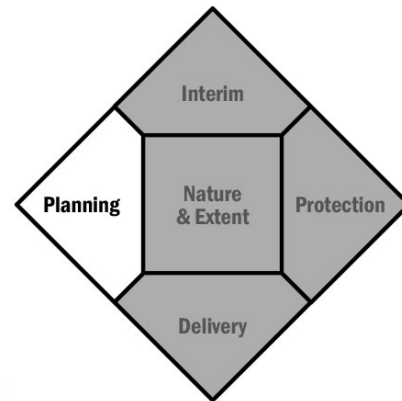
The following package of responses is intended to provide the Crown with a way of addressing these issues.

4. Proposed Package of Responses to the Crown

The proposals in this section consist of five parts.

Part 1 - Planning

This part of the package looks at the planning process in relation to marine farming and proposes refinements to the way that regional councils and the Ministry of Fisheries undertake that process. The aim is to improve the ability of Iwi/hapu to have their kaitiaki responsibilities recognized and provided for.



Better provision for kaitiakitanga in coastal planning and management

The purpose and principles of the Resource Management Act (RMA) 1991 require decision-makers to consider Maori values, practices and interests. However, ever since the Act was given effect, inadequacies with its “Maori” provisions and variable performance in its implementation by local authorities, have been highlighted, for example by Iwi/hapu, the Waitangi Tribunal and the Parliamentary Commissioner for the Environment¹. Many of these concerns emphasise the point that Iwi/hapu “are not just another interest group”, whose interests should be balanced against those of everyone else – rather - the interests of Iwi/hapu should be given greater priority against those of the general public.

These issues signal the need to strengthen the provisions of the Act as they relate to tikanga Maori and the Treaty of Waitangi, and for greater guidance to local authorities by the Crown.

Under the RMA in its current form, those making decisions must:

- Recognise and provide for the relationship between Maori and their culture and traditions with their ancestral lands, waters, sites, wahi tapu and other taonga (section 6 (e));

¹ For example, see: Waitangi Tribunal: Ngawha Geothermal Resources Report; Parliamentary Commissioner for the Environment (1998): Kaitiakitanga and Local Government: Tangata Whenua Participation in Environmental Management.

- Have particular regard to kaitiakitanga (section 7 (a)), and
- Take into account the principles of the Treaty of Waitangi (section 8).

There are a number of other provisions contained in the Act which are intended to ensure that Iwi have input into the planning process. These include:

- A requirement that when preparing policy statements and plans councils consult “tangata whenua of the area who may be so affected, through Iwi authorities and tribal runanga” (First Schedule of the RMA);
- A requirement on local authorities to have regard to any relevant planning document recognised by an Iwi Authority (s 61)(2)(a)(ii) of the RMA). Note that the Resource Management Amendment Bill, currently before Parliament, proposes to strengthen this requirement to ensure that local authorities “take into account” these documents;
- Regional Policy Statements must state matters of resource management significance to Iwi authorities (s 62 (b));
- In some circumstances, a local authority can transfer its powers to an Iwi authority (s 33 of the RMA). To date, no council has implemented this provision. A possible reason is that the Act states that local authorities “shall continue to be responsible for the exercise” of those powers (s 33 (3)). Note that the Resource Management Amendment Bill proposes to remove s 33 (4), and
- The New Zealand Coastal Policy Statement, which guides the implementation of coastal policy at the regional level, states clearly that that “the tangata whenua are the kaitiaki of the coastal environment”

However as noted above, while these provisions apply to all persons exercising functions and powers under the RMA (including the Minister of Conservation) their performance is variable.

In addition, the Waitangi Tribunal found in the Ngawha Geothermal Resources Report that the RMA itself is “fatally flawed” because the requirement to “take into account the principles of the Treaty” means that decision-makers are not required to act in conformity with and apply relevant Treaty principles².

Options for strengthening the performance of decision-makers under the RMA could involve the following:

- Strengthen the reference to the principles of the Treaty in the RMA, for example by amending it to read:

s 8: in achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development and

² Waitangi Tribunal: Ngawha Geothermal Report (Wai 304) , p 145

protection of natural and physical resources, shall give effect to the principles of the Treaty

- Strengthen the definition of “kaitiakitanga” to more clearly reflect the duties and rights of kaitiaki.
- The Crown should develop policy to support Iwi to develop “Iwi Marine Management Plans”. Such plans would enable Iwi to set their own objectives and priorities for the many rights and interests that they hold in the marine environment, such as:
 - customary non-commercial fisheries
 - customary commercial fisheries
 - wahi tapu, and
 - marine farming

Such plans need not be complex documents, but simply a statement of objectives and priorities, along with an outline of the processes that Iwi wish to follow in working with local authorities to achieve their objectives. Support could be provided through:

- development of a framework for Iwi Marine Management Plans
- assistance to Iwi in the form of planning advice and expertise.
- The Ministry of Fisheries (MFish) and local authorities should work jointly with Iwi, early in the process of planning for aquaculture, to identify issues of concern to them, and potential solutions. It is too easy for both organisations to work separately, talk to different people, and create confusion rather than help build cooperation.

Note that the new Local Government Act 2002 seeks to improve Maori participation in the full range of activities undertaken by local government. The Act recognises the “Crown’s responsibility to take appropriate account of the principles of the Treaty of Waitangi and to maintain and improve opportunities for Maori to contribute to local government decision-making processes” and “provides principles and requirements for local authorities that are intended to facilitate participation by Maori in local authority decision-making processes” (section 4).

The requirements of the Act do not override the activities and requirements of local authorities under the RMA. In addition, they do not appear to provide any real “teeth”, that is, any practical requirements on local authorities to ensure that they actually act in a manner that is consistent with the Treaty.

Aquaculture Management Areas (AMAs)

The Crown proposes that aquaculture should be prohibited everywhere except where it is specifically provided for within an Aquaculture Management Area (AMA).

In addition to this requirement, the Crown proposes to provide councils with the power to let tenders for the right to apply for a consent within the area. Unless the council can justify otherwise, it will be required to use the tender process to allocate the space within an AMA. Councils and the Crown will each gain 50% of the tender monies.

Potential problems with this approach include:

- The AMA concept is a blunt tool that is really only a response to the high demand for mussel farms in one or two regions. It fails to cater for regional differences, or differences in the scale and intensity of environmental effects. For example, it does not suit other forms of aquaculture that are small scale and experimental (e.g. kingfish farming).
- AMAs are not needed to manage the effects of marine farming in the absence of high demand or competition for space, or where cumulative effects are minor.
- The need for private interests to seek a plan change for marine farms outside AMAs (and pay for the process) will act as a disincentive for innovation. In addition, there is no guarantee under the proposals that those private interests will not have to tender for the space alongside other potential interests.

There is an alternative approach to managing aquaculture that would provide councils with a more flexible set of options to suit the circumstances they face, as well as provide opportunities for Iwi and others to initiate small scale, experimental developments without the need to apply for a change in the regional coastal plan. The approach would involve a wider range of tools for managing aquaculture, including:

- retention of “prohibited” status for areas which Iwi and the community determine are inappropriate for aquaculture;
- use of “non-complying” status everywhere else, with provision for AMAs (combined with “controlled” activity status) in cases where competition and cumulative effects need to be more tightly managed.
- the power to let tenders for the right to apply for a consent within an AMA
- the ability to place a moratorium on applications where competition and/or cumulative effects require more active management (for example through the use of an AMA). In cases where a moratorium is implemented, local authorities would have to identify how they would deal with applicants who

- are already “in the queue” (for example by giving them some form of preference in a tender process).
- ensure that “cumulative effects” also include effects on the ability of the council to provide an allocation of new water space for Iwi (refer section 5 b (ii) below)
 - provision for councils to establish AMAs specifically for Iwi in recognition of their interests in marine farming (see also Part 2).

The assessment of Undue Adverse Effects

The Crown proposes that MFish retain a role in assessing whether AMAs will have an undue adverse effect (UAE) on fishing. If MFish determines that an AMA will have a UAE on customary or recreational fishing in any particular location, an AMA will not be permitted in that location.

However if MFish determines that an AMA will have a UAE on commercial fishing, the AMA will be “flagged”, and any party who wishes to take up a consent to establish a marine farm in the area will be required to negotiate with and obtain the agreement of all affected commercial fisheries rights holders.

There are a number of issues for Iwi:

First, MFish’s assessment of UAEs in relation to the interests of Iwi/hapu and Maori must be based upon information provided by potentially affected parties, including Iwi.

Second, Iwi may wish to enter into an arrangement to enable a marine farm to be sited in a customary fishing area to:

- demonstrate/maintain their tino rangatiratanga and kaitiaki role in relation to the area
- enhance that fishery
- obtain a commercial return

Under the Crown’s proposals however there are no parties to negotiate with at this stage of the process.

Third, as far as the proposed negotiation process is concerned, commercial rights holders have the potential to hold a veto right over marine farming. This may not be a problem where Iwi wish to reconcile their own fishing and marine farming interests. However they are unlikely to be the only party with commercial fishing interests in an area – other commercial fishing interests could exercise a veto power by refusing to agree to a marine farm being established by Iwi.

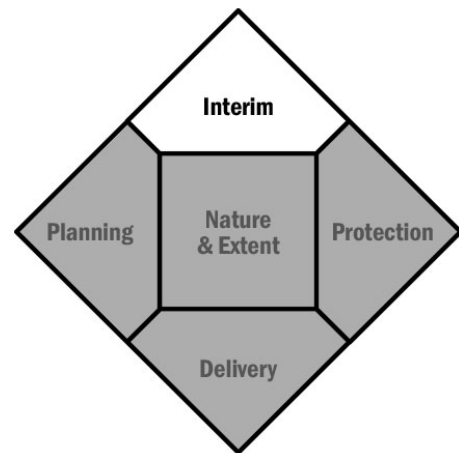
These issues could be addressed as follows:

- In planning for AMAs, MFish should be required under the Fisheries Act 1996 to consult with Iwi in the assessment of UAEs, consistent with the requirements that local authorities face under the RMA (see above discussion of joint council, Iwi and MFish consultation process).. The process would ensure that any effects that are considered by Iwi to be “undue” are avoided, remedied or mitigated as early as possible in the process. Note that in making their assessment, MFish is required under section 5 (b) of the Fisheries Act to “act in a manner consistent with the provisions of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 (section 5 (b) of the Fisheries Act 1996)
- Provide for UAE in relation to customary fishing on the same basis as commercial. In this case, if affected Iwi/hapu agree, an AMA can be established contingent on the successful tenderer negotiating with Iwi/hapū to avoid, remedy or mitigate any UAE on customary fishing.
- Make provision in the planning and consent process for principled trade-offs between prospective marine farmers and parties who are affected unduly.
- Within AMAs, applicants for consents would need to seek the agreement of affected parties before a consent could be uplifted. Where agreement can't be reached, an independent judge or “expert” could determine whether a prospective consent holder has avoided, remedied or mitigated the UAE on commercial fishing.
- In the case of consent applications outside AMAs (for example where aquaculture is non-complying – see proposal above), applicants could be subject to a requirement to avoid remedy or mitigate any UAEs on fishing as part of their application. MFish would assess whether there is a UAE, and whether the applicant has avoided remedied or mitigated the UAE. MFish's decision would be able to be appealed to the Environment Court. An outline of these proposals is set out in Appendix 2.
- Provide Iwi with preferential access to space within AMAs (see Part 2, below). This would enable Iwi to more effectively integrate their interests in the coastal marine environment (e.g. to enhance customary non-commercial fishing areas through marine farming).

It is recognised that the status of recreational fishing is problematic and requires resolution in a wider context. The treatment of those interests in relation the planning from AMAs should flow from that resolution

Part 2 - Interim/transitional access mechanisms

The interim or transitional period referred to in this section runs from the time when a new coastal/AMA plan is approved in any region until the final resolution of relevant Treaty rights/responsibilities in that region (including foreshore and seabed claims) (see timeline – figure 2). There is a strong feeling that, their rights in relation to marine farming having been recognised, Iwi/hapu should not have to wait until the ultimate resolution of those rights to enjoy the exercise of them. This section therefore proposes mechanisms that would enhance the capacity of Iwi/hapu to participate in the activity of marine farming in the medium term.



By the same token – if the parties have the will – there is no reason why Iwi/hapū and the Crown could not reach a full resolution of the issues more quickly, in some regions at least. Where this occurs, Iwi/hapū should be able to enjoy the full benefit of that agreement, without a transitional phase.

Note that the proposals contained in this part relate mainly to the provision of vacant water space for Iwi. The Aquaculture Steering Group recognises that this is only a partial solution to the problem, particularly in regions where there is likely to be little vacant space available for development. Some of the proposals contained in Part 3 are designed to deal with the problem of insufficient space for Iwi, although the time-frame for Iwi to gain access to existing space is likely to depend upon resolution of the wider rights issues, set out in Part 4.

Without Prejudice

Any interim access provision(s) must be accompanied by a clause making it absolutely clear that they are without prejudice to the underlying wider Treaty-guaranteed rights/responsibilities.

Allocation of New Space

Councils should be required (by statute), in consultation with Iwi/hapu, to set aside an allocation of new/vacant space identified as suitable for marine farming. This space would be made available to Iwi/hapu without them being required to tender or compete for it, although they would still be required to comply with

Table 1:

**AQUACULTURE LAW REFORMS AND
THE NATURE AND EXTENT QUESTION: TIMETABLE**

PROCESS FOR RESOLVING THE NATURE AND EXTENT OF RIGHTS	
<i>April 2003</i>	<ul style="list-style-type: none"> • Agree on mechanism to deliver interim benefits and preserve capacity/ability to deliver on lwi rights • Agree on process to determine nature and extent of lwi rights • Draft legislation containing appropriate provisions
<i>August 2003</i>	<ul style="list-style-type: none"> • Legislation introduced (including interim measure, preservation mechanism and directive mechanism).
<i>March 2004</i>	<ul style="list-style-type: none"> • Legislation enacted • Expiry of moratorium
<i>2004 to 2008</i>	<ul style="list-style-type: none"> • Plan variations developed (including lwi space) • Plan variations notified • Public submissions • Summary of submissions released • Cross-submissions • Council hearings • Appeal to Environment Court • Appeal to the High Court (point of law)
<i>2008/2010</i>	<ul style="list-style-type: none"> • Plan variation operative • Allocation of waterspace • Interim/transitional allocation to lwi
<i>2010 to 2040</i>	<ul style="list-style-type: none"> • Ultimate/full recognition of lwi rights • Crown directives to councils • Renegotiation of existing rights

environmental standards, through the RMA. As noted above, this provision would be without prejudice to the underlying Treaty rights/responsibilities.

Encouraging Councils to Make Space Available for Marine Farming

A guaranteed allocation of space to Iwi/hapu for marine farming will only have value if Councils are motivated to open up new space. At present it appears that a number of Councils intend to take a very minimalist approach to the exercise, and not seriously investigate the marine farming potential of space outside of existing farms. It is therefore necessary to consider mechanisms for encouraging Councils to take a more proactive approach.

One proposal would be that the reform legislation requires Councils to undertake a public process of investigating of the potential of the whole their region for marine farming and other uses. The Crown could assist in easing the planning burden on Councils by providing guidance by way of a National Policy Statement on AMA planning. The rigorous investigation of the suitability of areas for marine farming is an expensive process, which many Councils are not inclined to impose on their ratepayers. The Crown could assist by providing access to some Crown funding to support the AMA planning process.

Iwi AMAs

The reform legislation should provide for the concept of Iwi AMA as an optional planning tool. A separate AMA – designated by agreement between the regional council and Iwi/hapu – could be one way of delivering a guaranteed allocation of space in some regions, although it wouldn't suit all circumstances. Iwi AMAs could have the advantage of providing a way for Iwi/hapu to balance their multiple interests, for example, an Iwi AMA might be acceptable in an area of customary/cultural significance, where a general AMA might not be.

'Maori' Preference in Tendering

The reform legislation could require Councils to give a preference to Iwi/hapu tenders for coastal space (including joint ventures), ie. treat such tenders as being worth something more than their face value. This mechanism wouldn't guarantee any outcomes, but could encourage Iwi participation and cooperation with other industry players, by making Iwi/hapu attractive joint venture partners.

Dispute Resolution

As discussed above, it is clear that the rights/responsibilities of kaitiakitanga in any area lie with Iwi/hapu holding mana whenua/mana moana in that area. If preferential mechanisms are to be adopted in relation to the use of space, Councils will need to be sure that they are dealing with the right people. It is a well-known fact that coastal boundaries between Iwi/hapu remain in dispute in a number of areas.

A number of solutions are possible, even where there is no agreement on boundaries. Iwi within a region could simply agree how the marine farming space is to be shared between them. That could be based on agreed rights/boundaries or a pragmatic solution like the equal eight-way division of scallop quota agreed by Iwi within Te Tau Ihu. Similarly, there could be agreement to operate through a regional Iwi collective, ie. a single vehicle operating on behalf of some/all Iwi within a region.

Where agreement cannot be reached, however, dispute resolution processes will be required, along with 'holding patterns' (eg. no development of Iwi/hapu space until agreement or development by someone, with benefits held in trust). There is no enthusiasm for establishing a new process or decision-making body, meaning that a fresh look must be taken at some of the existing mechanisms. Dispute resolution process within Iwi/hapu should be supported with recourse to external processes only for issues between Iwi. The proposal of an expanded role for the Maori Land Court, including an increased mediation role, may provide a model.

Part 3 - Protection of Crown capacity to recognise rights

The original reform proposal suggested that all marine farming 'use rights', pre- and post-reform, would be re-tendered on the open market at the expiry of their term. This proposal is not supported. Instead, it is proposed that wherever a regional coastal plan continues to allow for particular types of aquaculture in an area, existing marine farmers who are carrying out that activity in the area should have a first right of refusal to renew their consents, except where the Crown needs that space to satisfy Treaty concerns.



Right of First Refusal

It is proposed that any marine farmer who wishes to exit the industry should be obliged to make a first offer of their interest to the Crown (on behalf of Iwi/hapū), at market value. The right of first refusal would be noted on all permits, with notice of an intention to sell having to be given to the Crown and the relevant Iwi/hapū.

Caveat on Existing/Future Rights

It is proposed that all permits (existing and new) should have a caveat (condition) attached to them, explicitly making them subject to renegotiation if necessary for the resolution of Treaty rights issues. This could be seen as roughly following the model of the State Owned Enterprises Act memorials on land titles. The caveat wouldn't undermine certainty of tenure if it could only be exercised at the end of the permit/consent's term (although the intention to exercise it would have to be notified no later than six months prior to the end of the term).

Compensation would be payable by the Crown for such 'resumption' of a permit, at fair market value. A statutory process would be put in place for valuation, dispute resolution (mediation and arbitration) and payment. Again, legal precedents exist in the form of the process used in relation to lessor interests under the Maori Reserved Land Act and in the Public Works Act.

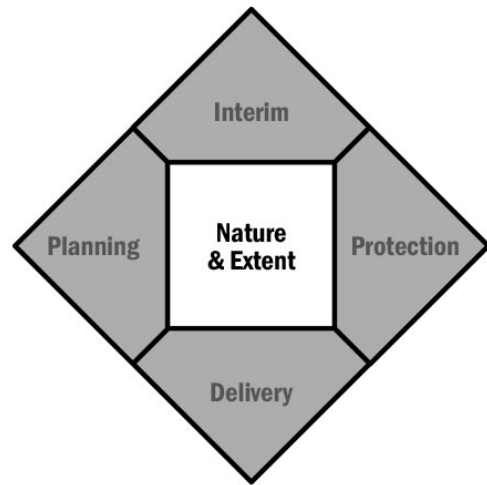
Where the caveat is not triggered at the end of the term of a permit, greater certainty of tenure for existing holders could be provided by supporting a right to apply for a new permit, rather than sites automatically being re-tendered. Treaty caveats would however remain in place.

Crown revenue

The reforms propose that, by default, vacant space made available for marine farming will be allocated by way of tender, with 50% of tender proceeds being retained by regional council, to subsidise the planning process, and 50% being paid to the Crown. Given the unresolved nature of the underlying ownership, the Crown's share of tender proceeds, the proceeds of any coastal occupancy charges applied in the future and any other "resource rentals" in any guise should be held in a joint Crown/Iwi trust pending resolution of the wider issues. These "resource rentals" held in trust would ultimately be paid to the recognised 'owners' and/or could be used to facilitate the resolution process, eg. funding negotiation. Use of the trust funds must be clearly aligned with the regions from which they have come, rather than forming a general 'pool' available to all.

Part 4 - Nature and extent - resolution of wider rights issues

All the mechanisms discussed in this paper so far are transitional in nature. The question is – transitional to what? The answer is – to a situation where the full nature and extent of the Treaty-guaranteed rights and responsibilities of Iwi/hapu are effectively recognised in practice. It is clear (as the Tribunal noted) that some process is required for this to happen.



It had been understood that the Crown's Oceans Policy process might be the place for these issues to be resolved. Indeed the Crown suggested as much in the Tribunal. At one point, it was explicitly one of the work streams of the Oceans Policy to develop "a framework that identifies the nature and extent of the rights and responsibilities of each Treaty partner in relation to the marine environment". That has since been redefined as "A framework to allow current and future issues arising in relation to the marine environment to be managed in the context of the overall responsibilities of the Crown as Treaty partner".

The Aquaculture Steering Group notes with concern a lack of cohesion - not only between current laws as they relate to the marine environment, but also between the current marine reforms, including the new Marine Reserves Bill, and the Aquaculture Law Reform. The Group is concerned that the Marine Reserves Bill is premature, as the goals and principles that are intended to be developed to guide oceans management have not yet been identified.

The Group also notes that the Marine Reserves Bill and the Aquaculture Law Reform proposals are inconsistent in the way they deal with Treaty of Waitangi issues, and the rights of Iwi/hapu. Missing from both is any attempt to address fundamental questions of Article II Treaty rights as they relate to the marine environment.

In a recent address, Minister for Oceans Policy, Pete Hodgson, said that:

"The Oceans Policy is not about who gets ownership of our oceans. The Crown has a responsibility to govern this country's oceans in the interests of all New Zealanders."³

³ Address to Oceans Policy Hui, Wellington, March 27, 2003

While the Crown has rights and responsibilities to provide good governance under Article I of the Treaty, those are subject to the rights and responsibilities guaranteed under Article II. What is required is for the Treaty partners to engage in a frank discussion as to how and where those sets of responsibilities come together.

It is simply not acceptable to proceed on the basis of the “assumption of ownership by the Crown”.

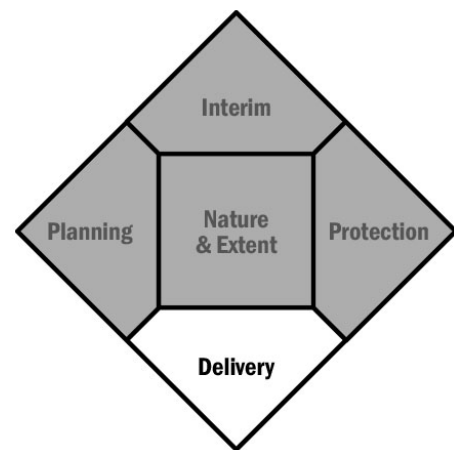
In the absence of a comprehensive framework for dealing with these issues, Iwi/hapu will need to continue to use the Courts and the Waitangi Tribunal to gain recognition of their rights.

That approach may result in some gains for particular Iwi/hapu. However it is ad hoc, piecemeal and the costs in time, money and lost development opportunities will be borne by the whole nation.

The need for Crown commitment to a process for resolving these fundamental rights is a crucial issue facing Iwi/hapū. Even the most well-designed interim access provisions, in relation to marine farming, will ultimately be meaningless if there is no hope of resolution of the wider issues.

Part 5 - Delivery - ultimate recognition of rights

All the mechanisms discussed in this paper When the underlying Treaty-guaranteed rights and responsibilities are negotiated or determined in a principled way, a mechanism will be required for giving effect to those interests, in relation to marine farming, at least. As noted above, the Crown has proposed an intervention mechanism that could serve this purpose, with some modification.



Most importantly, the mechanism requires a clear trigger, rather than simply being at the Crown’s discretion. In fact, given the range of ways in which the rights issues are likely to be addressed (particularly in the absence of a single, agreed framework for determining rights and responsibilities as discussed above), a range of possible triggers will be required, rather than just one.

Clearly the power must (rather than may) be exercised when agreed by the relevant Iwi/hapu and the Crown. That agreement may appear in a Heads of Agreement, or occur quite independently of the Treaty settlements process. The Tribunal (or some other body, such as the Maori Land Court) could make 'binding' recommendations triggering the power, as occurs in relation to SOE caveat lands. There could also be provision for Iwi/hapu to apply for the power to be used, with the Minister having to follow a statutory process to consider that application.

In any event, the exercise of the power must be explicitly tied to giving effect to the (principles of the) Treaty. The scope of the power would also need to be broadened, for example, it should be available to direct Councils who have made inadequate provision for kaitiakitanga in their plans to reconsider those matters. At the same time, no other general power of intervention should be retained by the Crown as is currently proposed, ie. the Treaty is the only basis for Crown intervention.

5. Where to from here?

The Crown intends to consult with Iwi and Maori during April 2003, although in a narrower way than that proposed by the Waitangi Tribunal (see Appendix 4). Members of the Aquaculture Steering Group will be presenting this information at the Crown hui and will also be looking for other opportunities to korero about it with Iwi.

Written submissions on the Crown's reform package are due with the Ministry for the Environment by 12 May 2003.

Members of the Aquaculture Steering Group believe that it is important for Iwi to debate the issues put forward in this paper and to make consistent submissions to the Crown on matters that should be included in the reform. The Group will consolidate the ideas put forward in this paper into a final submission to the Crown by 12 May 2003 and will be encouraging Iwi to do the same. If there is a real desire among Iwi to see these issues addressed, there will be a need to keep working together well beyond that date.

It is unlikely that these complex and important issues will be addressed satisfactorily through consultation alone. Iwi should also be stressing to the Crown the need for some engagement between the Treaty partners as equals. This would be consistent with the Tribunal's recommendation that consultation and negotiation are required. The onus is on Iwi to ensure that this issue receives the attention from the Crown that it should and must.

Once the Crown has accepted the need to make proper provision for these matters, the Aquaculture Working Group suggests that one way of progressing things would be that the Crown establish and resource a Joint Working Group consisting of equal Crown and Maori membership, as a means of finalising appropriate measure to include in the aquaculture reform legislation before it is introduced into Parliament.

Those who wish to talk to members of the Group before submissions close can contact the following people in the first instance. They will forward you on to any other members you may wish to talk to.

Tutekawa Wyllie (Ngai Tamanuhiri)	(0274) 456 513
Kirsty Woods (Treaty of Waitangi Fisheries Commission)	(04) 499 5199
Justine Inns (adviser to Ngati Kahungunu)	(027) 227 5324
Jim Elkington (Ngati Koata)	(025) 469 712

Appendix One

Participants in the Aquaculture Steering Group

Josie Anderson	Hauraki Fishing Group
Antoni Bunt	Te Ati Awa
Anaru Christie	Ngati Kuri
Jim Elkington	Ngati Koata
Edward Ellison	Ngai Tahu
Simon Hedley	Sinclair Knight Merz, Adviser to Ngati Whatua
Justine Inns	Adviser to Ngati Kahungunu, Treaty Tribes
Digger Karauria	Ngati Kahungunu
Paul Morgan	Federation of Maori Authorities
Stan Pardoe	Rongowhakaata
Dion Paul	Rangitoto Mussels
Maria Pera	Ngai Tahu
Mike Richards	Ngati Whatua
Waata Richards	Ngati Whatua
Kevin Robinson	Te Rarawa
Hally Toia	Ngati Whatua
Keir Volkerling	Ngati Wai
Maree Willets	Ngai Tahu
Kirsty Woods	Treaty of Waitangi Fisheries Commission
Tutekawa Wyllie	Ngai Tamanuhiri

Appendix Two: Findings and Recommendations of the Waitangi Tribunal in “Ahu Moana: The Aquaculture and Marine Farming Report”, 2002.

(Note: a copy of text from pages 73 – 78 of Ahu Moana is provided in the printed copy of this discussion document – an electronic copy is not available).

Appendix Three: Planning Process

1 A: Planning process - Identification of AMAs

Regional council (standard Resource Management Act process)	Ministry of Fisheries (Fisheries Act)	Notes
Pre-notification		
Councils and MFish initiate information discussion with Iwi, and then other members of the community.		
Council prepares/revises Regional Coastal plan showing proposed AMAs as per Schedule 1 of the RMA	MFish input to planning process (see notes)	<p>The aim of this (non-statutory) stage is for Iwi, councils and all other parties to work together to ensure that AMAs are situated so as to provide for aquaculture development while avoiding, remedying or mitigating adverse effects on other users.</p> <p>MFish is accountable for ensuring that no areas with undue macro-level effects on fishing, fisheries management and fishing rights (customary, recreational and commercial) are included in proposed AMAs. MFish is also responsible for identifying any residual effects on fishing (such effects to be dealt with through voluntary agreement process below).</p>
Notification of Plan & receipt of submissions On both RMA and FA issues		
Council consideration of full range of effects of proposed AMA following receipt of submissions	MFish revision of assessment of UAE following receipt of submissions	<p>Outcome of MFish's decision is (1) no AMAs in areas with macro-level UAEs on fishing, fisheries rights, fisheries mgt (2) identification of types of effects that still might be felt at the level of individual commercial fisheries rights holders. If such residual effects are identified, plan contains rules requiring notification of consent to alert any potentially affected rights holders (see below)</p>
MFish decision on UAE		
Regional Council amends AMAs in light of analysis of submissions on RMA matters & MFish decision on UAE on fishing.		
Council's decision on final AMA announced	MFish's decision on UAE announced	<p>Both the RMA process and MFish's decisions on UAEs can be appealed on matters of substance (in addition to existing judicial review by High Court)</p>
Reference to Environment Court?	Reference to Environment Court?	
AMA finalised following any Environment Court decision		

1B: Consent process & voluntary agreements within AMAs

NB: In the case of AMAs, this process only applies where the plan has identified that there are residual effects on fishing (ie, effects felt at the level of individual fisheries rights holders) in an AMA or part of an AMA. If no such effects are identified within the AMA, then this process does not apply.

Resource Management Act	Fisheries Act	Notes
Council notifies tender process.		
Tenders received		
Successful tenderers apply for consent		
Consent application notified under RMA (if required by plan)	Consent application notified by MFish	
Standard RMA consent process proceeds	Objections from commercial fisheries rights holders received	Residual effects on fishing are identified in the plan (see above)
Consents approved subject to RMA conditions, and consent holder reaching agreement with affected fisheries rights holders. (NB: standard RMA appeal process for resource consent decisions applies)	Consent holder and objectors negotiate. Purpose of negotiation is to ensure that any adverse effects on the fisheries rights holder are avoided, remedied or mitigated.	The existence of an appeal process (see below) provides an incentive for objectors to demonstrate that they are affected in the way that the plan provides.
	Is agreement reached within x months from RMA approval date.?	A reasonable time limit provides an incentive to reach agreement and reduces uncertainty.
	IF YES – agreement is registered under FA & consent can be used.	
	IF NO agreement - applicant may ask judge to determine whether fisheries rights holder is adversely affected	The appeal process should be a simple one and could involve a judge, appointed under the Fisheries Act. If the applicant does not appeal, then the consent would lapse after a specified period of time. If the judge finds that the objector's position has no basis, then consent should go ahead.
	If judge finds no adverse effect, consent can be utilised	
	If judge finds that the objector is adversely affected then consent cannot be utilised.	If there is an adverse effect on the objector, there is no obligation for the parties to reach agreement (although this does not preclude them from subsequently reaching agreement). The consent would lapse after a specified time.

2: Consent process for areas outside AMAs (non-complying activities)

Regional council (standard Resource Management Act process)	Ministry of Fisheries (Fisheries Act)	Notes
Pre-notification		
Applicant initiates information discussion with Iwi and members of the community.		
Council checks that there is sufficient information to notify application	MFish checks information to ensure application is ready to be notified	<p>The aim of this (non-statutory) stage is for Iwi, councils and all other parties to work together to ensure that AMAs are situated so as to provide for aquaculture development while avoiding, remedying or mitigating adverse effects on other users.</p> <p>MFish is responsible for identifying any effects on fishing and where those effects are undue, for ensuring that those effects are avoided, remedied or mitigated.</p>
Notification of consent & receipt of submissions On both RMA and FA issues		
Council consideration of effects of proposed consent following receipt of submissions	MFish assessment of UAE following receipt of submissions, and any proposals by the applicant to avoid, remedy or mitigate those effects	<p>Outcome of MFish's decision is</p> <ol style="list-style-type: none"> (1) identification of types of effects (2) assessment of whether any undue adverse effects have been avoided, remedied or mitigated.
	MFish decision on UAE	
Council's decision on consent announced	MFish's decision on UAE announced	<p>Both the RMA process and MFish's decisions on UAEs can be appealed on matters of substance (in addition to existing judicial review by High Court)</p>
Reference to Environment Court?	Reference to Environment Court?	
Environment Court decision		

Appendix Four: Crown Consultation Schedule

Presentations will be made by the lead Crown agencies responsible for the reforms. The Aquaculture Steering Group also plans to give a presentation on the proposals in this document.

Date	City	Venue	Time
Mon 14 April	Hastings	<i>Te Taiwhenua O Heretanga</i> <i>821 Orchard Road</i> <i>Hastings</i>	<i>10am – 1pm</i>
Tue 15 April	Gisborne	<i>Lawton Fields Centre</i> <i>Fitzherbert Street</i> <i>Gisborne (next to City Council)</i>	<i>10am – 1pm</i>
Wed 16 April	Whakatane	<i>War Memorial Centre</i> <i>Kakaharua Drive</i> <i>Whakatane, Reception Lounge</i>	<i>10am – 1pm</i>
Mon 14 April	Invercargill	<i>Murihiku Marae</i> <i>Tramway Road</i> <i>Invercargill</i>	<i>11am – 2pm</i>
Tue 15 April	Christchurch	<i>Hotel Grand Chancellor</i> <i>161 Cashel Street</i> <i>Christchurch</i>	<i>11am – 2pm</i>
Wed 16 April	Nelson	<i>Rutherford Hotel</i> <i>Trafalgar Square</i> <i>Nelson, Wairau Room</i>	<i>10am – 1pm</i>
Mon 28 April	Kaitaia	<i>REAP Far North</i> <i>33 Puckey Avenue</i> <i>Kaitaia, Kauri Room</i>	<i>10am – 1pm</i>
Tue 29 April	Whangarei	<i>Terenga Paraoa Marae</i> <i>10 Porowini Avenue</i> <i>Whangarei</i>	<i>10am – 1pm</i>
Mon 28 April	Thames	<i>Matai Whetu Marae</i> <i>R D 1, Main State Highway</i> <i>Kopu</i>	<i>10am – 1pm</i>
Tue 29 April	New Plymouth	<i>Plymouth International</i> <i>Cnr Courtney & Leach Street</i> <i>New Plymouth, Timandra room</i>	<i>10am – 1pm</i>
Wed 30 April	Wellington	<i>Te Puni Kokiri</i> <i>143 Lambton Quay</i> Wellington	<i>10am – 1pm</i>

