By email

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Tēnā koutou,

Submission on the Natural and Built Environment Bill

The Greater Wellington Regional Council (Greater Wellington) thanks the Environment Committee for the opportunity to make a submission on the *Natural and Built Environment Bill*. We appreciate the huge efforts required to transform the Resource Management Act, as is needed to achieve a greater balance between environmental protection and less cumbersome development processes. We note the short timeframe for a consultation held over the Christmas break, on a document we have not previously viewed, has made pulling together a submission challenging.

Key points of our submission

Greater Wellington is broadly opposed to the Regional Planning Committee structure as currently proposed. As articulated, the Regional Planning Committees have little democratic accountability, risk side-lining regional council functions and iwi and hapū, and break the policy-consenting link, reducing councils to implementation bodies in the process (contradicting s10 of the Local Government Act).

Greater Wellington is also deeply concerned at the diminished voice for regional council functions that will result from these reforms. As a regional council Greater Wellington has unique functions under s30 of the RMA. By requiring only one regional council representative on Regional Planning Committees (among other provisions), these reforms effectively side-line regional council functions and risk these functions being consistently outvoted and marginalised.

The implications for Māori and Greater Wellington's iwi and hapū partners are also an area of concern. The reforms create a significant amount of addition work for iwi and hapū in both plan development and plan implementation without providing resourcing to facilitate this.

Greater Wellington is generally supportive of the proposed changes to consenting, compliance, and enforcement. These changes provide a wider range of compliance and enforcement options for councils and address some problems and loopholes with the current system. Greater Wellington does have concerns about the potential for additional bureaucracy the new consenting approach requires.

Finally, it is not clear how these resource management reforms relate to other reforms being progressed by the Government. These reforms will affect the three waters reforms and broader local government reforms, but it is not clear how these various reform processes all interact.

More detailed and provision-specific feedback is provided in table below with recommended amendments.

We wish to be heard in support of our submission.

Yours sincerely,

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Clause number	Comment	Decision requested
Part 1: Purpose and preliminary matters		
Whole part	Greater Wellington agrees that resource management reform is necessary to ensure processes are less cumbersome and time-consuming.	
Clause 3: Purpose of this Act	Greater Wellington considers that clause 3(a) provides contradictory direction in referring to enabling "the use, development, and protection of the environment…". Use and development are often difficult to reconcile with protection. Better phrasing could emphasise enabling use and development within environmental limits. Greater Wellington also considers that clause 3(a)(ii) is not directive enough. The verb "promotes" should be replaced with "provides for", as this would give clearer direction that policies and rules are required to achieve environmental benefits. Greater Wellington supports the inclusion of Te Oranga o te Taiao in the purpose statement and the need to ensure it is 'recognised and upheld' across the NBE. However, it is unclear how the concept of Te Oranga o te Taiao interacts with other concepts that have been developed in various national policy statements over the last few years. Te Mana o te Wai and Te Rito o te Harakeke are key concepts that have become part of natural resource management and it is unclear whether Te Oranga o te Taiao supersedes these or sits alongside them. Contributing to this confusion is Greater Wellington's understanding of Te Oranga o te Taiao being "lesser" than Te Mana o te Wai and the risk of this	Amend clause 3(a) to read "enable ~~the~~ use~~,~~ and development~~, and protection~~ of the environment within environmental limits in a way that…" Amend clause 3(a)(ii) to read "~~promotes~~ provides for outcomes for the benefit of the environment", and retain the rest as drafted. Clarify the relationship between Te Oranga o te Taiao and the existing concepts of Te Mana o te Wai and Te Rito o te Harakeke.

	undercutting the existing work that has been done to implement the NPS-FM 2020 and give effect to Te Mana o te Wai.	
Clause 4: Tiriti o Waitangi	The direction in this clause to give effect to the principles of Te Tiriti is stronger than the direction in section 8 of the RMA, which uses the verb "take into account". Greater Wellington supports this stronger direction, as it will ensure Councils and council officers cannot disregard Te Tiriti. The dual impact of this direction and the need to recognise and uphold Te Oranga o te Taiao will ensure RPCs consistently consider these obligations to inform and guide decision making. However, Greater Wellington considers that significant central government support will be required to increase the capacity and capability of iwi and hapū to enable them to participate in the new system. Central government will need to provide more funding to achieve this.	Retain as drafted. Create a dedicated fund to provide resourcing for iwi and hapū, and other Māori organisations to adequately engage with the new system.
Clause 5: System outcomes	Overall, Greater Wellington supports the way system outcomes have been framed in clause 5. Greater Wellington particularly supports clause 3(b). Causes of climate change were missing from the RMA for far too long as this is a welcome addition to the NBA. Clause 5(f) Greater Wellington also supports the need to recognise and provide for the relationship of iwi and hapū and the exercise of their kawa, tikanga (including kaitiakitanga) and mātauranga in relation to their ancestral lands, water, sites, wāhi tapu, wāhi tūpuna and other taonga.	Insert a new Clause 5(j): "the benefits derived from the use and development of renewable energy" and retain the rest of the Clause as drafted.

	Greater Wellington also supports the decision to not carry over reference to the habitat of trout and salmon from the RMA. While protecting freshwater ecosystems is crucial, basing this protection on introduced pest fish is outdated and inappropriate. Greater Wellington is concerned at the lack of explicit mention of renewable energy and renewable energy generation in the system outcomes. Renewable energy generation will be a crucial part of New Zealand's climate change adaption and mitigation, and the system outcomes should include a new subclause referencing the benefits of renewable energy generation.	
Clause 6: Decision-making principles	Greater Wellington supports the decision-making principles as articulated by clause 6, particularly the principle of caution in the face of uncertain or inadequate information. Greater Wellington also supports the direction in clause 6(3) that all persons exercising powers and performing functions and duties must recognise and provide for the health and wellbeing of te taiao in accordance with kawa, tikanga (including kaitiakitanga) the responsibility and mana of each iwi and hapū to protect and sustain the health and wellbeing of te taiao in accordance with kawa, (including kaitiakitanga) and mātauranga in relation to their area of interest.	Retain as drafted.
Clause 7: Interpretation	Greater Wellington is not opposed to any of the definitions in clause 7, and is particularly supportive of the drafted definitions for: - Climate change - Cultural heritage - Ecological integrity - Natural hazard	Retain definitions of "climate change", "cultural heritage", "ecological integrity", and "natural hazard" as drafted. Clarify the definition of Te Oranga o te Taiao to articulate the difference between (a) and (b).

	However, Greater Wellington considers the definition of Te Oranga o te Taiao to be unclear and ambiguous. The definition itself is broad, but it is also unclear what the difference is between clause (a) (the health of the natural environment) and clause (b) (the essential relationship between the health of the natural environment and its capacity to sustain life). The use of the conjunction "and" indicates that the two are different but it is not clear how. This lack of clarity presents a litigation risk.	
Clause 8: Meaning of public notice	Greater Wellington supports retaining the requirement that written notice must appear in a newspaper in order to ensure all demographics are reached.	Retain as drafted.
Part 2: Duties and restrictions		
Whole part	Greater Wellington supports this part being almost entirely framed in the same way as the RMA (i.e., a wide range of activities are not allowed unless provided for by a framework rule, plan rule, or resource consent), as this provides for continuity for council officers and thus easier implementation.	
Clause 13: Environmental responsibility	Greater Wellington supports the direction that all people carrying out activities under this Act have a responsibility to protect and sustain the health and well-being of the natural environment for the benefit of all New Zealanders.	Retain as drafted.
Part 3: National planning framework		
Whole part	Overall, Greater Wellington supports the concept of a National Planning Framework. Having national direction all consistent and in one place would help simplify plan making. Guidance in the NPF on	Amend the Resource Management Act 1991 to enable the NPF to apply to RMA plans and policy statements.

	how to resolve conflicts between parts of national direction will also be essential, as this has been a recurring issue for councils in the Wellington region (especially regarding the conflicting direction between the NPS-UD and the NPS-FM). Greater Wellington considers that it would be beneficial to amend the RMA to enable the NPF to apply to RMA plans and policy statements. This would provide an opportunity for planners to gain familiarity with the NPF and would mean provisions in existing plans would begin to become compliant with the NPF. This would help save time when drafting RSS's and NBA plans, as some provisions could hypothetically be transferred into the new documents with less amendment required.	
Clause 33: Purpose of national planning framework	Greater Wellington notes that Te Oranga o te Taiao is not mentioned in clause 33 in the context of the purpose of the NPF, despite seemingly being an integral concept in the bill.	Amend clause 33 to include direction on Te Oranga o te Taiao.
Clause 37: Purpose of setting environmental limits	Greater Wellington supports the dual focus of setting environmental limits to prevent further degradation of the natural environment and to protect human health.	Retain as drafted.
Clause 38: Environmental limits	Greater Wellington supports the use of limits as a figurative line in the sand to protect the environment. Limits provide a tool to stop the death by one thousand cuts environmental degradation that has occurred under the RMA. Greater Wellington supports the mandatory setting of limits for air, indigenous biodiversity, soil, freshwater, coastal water, and estuaries. However, Greater Wellington considers that Clause 38 should also require mandatory limits for greenhouse gas emissions. Reducing	Retain as drafted but provide more detail to councils as to how limits for complex environments will operate. Require mandatory limits for greenhouse gas emissions.

	these emissions will be critical to mitigating the effects of climate change and meeting New Zealand's international commitments regarding climate change. Greater Wellington also supports the flexibility provided by the option to set limits for any other aspect of the natural environment. However, there is minimal detail in the Bill about how the limits will be framed or operate. It does not seem plausible for there to be limits relating to each system outcome. For example, the coastal environment and estuaries are complex ecological systems, and it would be difficult to set limits that address all aspects of those ecosystems. In addition, there are aspects of the environment that cannot be easily regulated by reference to limits, such as natural hazards.	
Clause 39: How environmental limits are to be set	Greater Wellington opposes the powers delegated to the Minister in clause 39(a) that allow for the Minister to set environmental limits in the NPF. This usurps the responsibilities of councils and RPCs and raises the risk of environmental limits being set that have been drafted without on the ground input. Greater Wellington proposes that the Minister retains the power to use the NPF to prescribe the requirements for environmental limits to be set in plans but should not have the power to set environmental limits in the NPF.	Delete clause 39(a) and retain the rest of the clause as drafted.
Clause 40: Form of environmental limits	Greater Wellington supports the framing of environmental limits in relation to ecological integrity or human health. The option to set qualitative targets should be retained as this provides for targets articulated in accordance with Te Ao Māori. However, Greater	Amend clause 40(4)(a) as follows: "qualitative, ~~or~~ quantitative and/or mātauranga:" and retain the rest of the clause as drafted.

	Wellington considers that this could be made more explicit and recommends adding reference to mātauranga Māori. Greater Wellington also supports the option to set different limits for different management units, as this would allow the new plans to effectively respond to local nuances. It reflects the approach taken by Greater Wellington in its whaitua process to manage freshwater.	
Clause 41: Interim limits for ecological integrity	While Greater Wellington is not opposed to the NPF setting interim limits on ecological integrity as placeholders while new plans are developed, it is not appropriate to have interim limits in the NPF that allow further environmental degradation. Interim limits must be designed to hold the line while new plans are being developed that will aim to improve the state of the environment and reach targets. Allowing for further degradation will not only make reaching new targets more difficult and slower, but also be contrary to clause 3(a)(ii) of this bill (promoting outcomes for the benefit of the environment). It is also unclear where existing limits in RMA plans fit into this picture. RMA plans will contain several limits introduced to give effect to the NPS-FM 2020, and if these are to be transferred into the new NBEA plans this needs to be made explicit. Clause 41 should be rewritten to set interim limits at those existing limits already in RMA plans.	Amend clause 41 to base interim limits for ecological integrity off those existing limits in RMA plans. Clarify whether existing limits in RMA plans are to be transferred into the new NBEA plans and whether these are to be set as interim limits.
Clause 42: Interim limits for human health	As above, Greater Wellington is not opposed to NPF setting interim limits for human health. It is important however that these interim limits do not allow for further environmental degradation for the reasons articulated above.	Amend clause 42 to base interim limits for human health off the current state of the environment at the time this Bill comes into force.

Clause 44: Exemptions from environmental limits may be directed	While an exemption from environmental limits is not ideal, Greater Wellington considers that the mechanism in clause 44 is the appropriate way to manage this, in conjunction with the comment on clause 41. If an RPC has evidence that the current state of the environment will continue to degrade and there is nothing that the RPC and relevant councils can do to stop this degradation, then it would seem appropriate to apply for an exemption. The RPC applying for this exemption and articulating why the RPC and councils are unable to hold the line in terms of the current state of the environment is reasonable.	Retain as drafted.
Clause 45: Essential features of exemption	Greater Wellington supports exemptions being designed to result in the least possible net loss of ecological integrity and being able to demonstrate public benefit.	Retain as drafted.
Clause 46: When exemptions not to be directed	Greater Wellington supports exemptions being prohibited where ecological integrity is already unacceptably degraded, or the exemption would lead to an irreversible loss of ecological integrity.	Retain as drafted.
Clause 48: Form of targets	Greater Wellington supports the way clause 48 has framed targets. In particular, the option for targets to be a series of time-bound steps provides an effective tool for plans to forecast increasingly stringent targets into the future as policies and methods take effect and produce results. As with environmental limits, there is minimal detail in the NBE Bill about how the limits will be framed or operate. There is no clear	Retain as drafted but provide more detail/guidance on how targets are intended to be framed and operate.

	guidance on how targets may be framed and operate, and it is not clear whether they can be realistically developed for all aspects of the environment.	
Clause 49: Mandatory targets associated with limits	Greater Wellington supports mandatory targets for air, indigenous biodiversity, coastal water, estuaries, freshwater, and soil. However, Greater Wellington does not support the setting of targets in the NPF. Such targets are better set by the RPCs, which have better access to on the ground scientific data and input from iwi and hapū. Setting targets in the NPF would also undermine existing targets in RMA plans that have been set to implement the NPS-FM 2020. The setting of minimum target levels is acceptable as this still provides for local or regional nuance.	Delete clause 49(2)(a) and retain the rest of the clause as drafted.
Clause 50: Minimum level targets	Greater Wellington supports the NPF being able to include minimum level targets, with plans being enabled to be more stringent. This provides a means of protecting the environment from further degradation while allowing RCPs to incorporate local and regional nuances into their plans.	Retain as drafted.
Clause 53: Monitoring of limits and targets and responses	Greater Wellington supports enabling Māori to be involved in monitoring of environmental limits and target, as this reflects the Te Tiriti principle of partnership. Greater Wellington anticipates that this process will involve applied local mātauranga Māori methods supported by established kaitiakitanga practices in the rohe. Greater Wellington considers this process will contribute to Te Oranga o te Taiao outcomes and will enable councils and iwi and hapū to give effect to the principles of Te Tiriti.	Retain as drafted.

	However, if the NPF is going to mandate the monitoring of limits then central government should fund this monitoring, especially if iwi and hapū are to be involved in monitoring.	
Clause 54: Management units	Greater Wellington supports the concept of management units as means of setting more locally based and nuanced environmental limits. This will be useful for the Wellington Region, which has significant variation in environments (e.g., large cities, rural areas, growing suburban areas, minimally developed natural areas). However, Greater Wellington opposes the Minister having the power to set management units in the NPF. This should be left up to the RPCs, which are likely to have better on-the-ground scientific information available to them and better insight into what iwi and hapū view as appropriate management units based on mātauranga Māori. Greater Wellington also notes that freshwater management units will have already been established under the NPS-FM 2020 and will be in RMA plans by the time the new NBEA plans are being developed. It is unclear how existing management units will transition into this new framework, and it would be helpful for this to be clarified.	Delete clause 54(3)(a) & (c) and retain the rest as drafted. Clarify how existing management units will transition into the new framework.
Clause 55: Matters relevant to setting management units	Greater Wellington supports the direction to use both scientific knowledge and mātauranga Māori to determine management units.	Retain as drafted.
Clause 57: National planning framework must provide direction on system outcomes	Greater Wellington supports the requirement for the NPF to provide direction on how to resolve conflict between system outcomes but considers that a hierarchy of system outcomes would provide even	Retain as drafted.

	clearer direction as to which system outcomes take precedence over others. Greater Wellington has had difficulties resolving conflict between different aspects of national direction (particularly the NPS-FM 2020 and the NPS-UD), so having this resolved at the NPF level would be welcomed.	
Clause 58: National planning framework must provide direction on certain matters	Greater Wellington opposes the NPF requirement to provide direction on non-commercial housing on Māori land and papakāinga on Māori land. This does not support the exercise of tino rangatiratanga by iwi and hapū in that it may place restrictions on how Māori land can be used and developed for the benefit of Māori. It is inappropriate to enable the NPF to potentially place restrictions on iwi and hapū tino rangatiratanga rights to develop and use their whenua for the benefit of whānau, hapū and iwi. This conflicts with giving effect to the principles of Te Tiriti and should be deleted.	Delete clause 58(a) & (b) and retain the rest of the Clause as drafted.
Clause 59: National planning framework may direct how certain provisions must be given effect	Greater Wellington supports the NPF being able to direct whether parts of the NPF are to be given effect through RSS's or NBA plans. It has been a recurring point of contention within the current system as to whether national direction is best given effect through the RPS or regional/district plans, and the proposed clause 59 could help to reduce such disagreement in the future.	Retain as drafted.
Clause 60: Contents of national planning framework	Greater Wellington supports the concept of the NPF as a means of weaving all existing national direction together into a cohesive whole. Conflict between different aspects of national direction has been	Delete clauses 60(1)(d) and (e) and retain the rest of the clause as drafted.

	problematic for Greater Wellington, and it would be beneficial to have this resolved within a single framework. While it would be helpful for the NPF to include definitions or requirements relating to plan structure, the NPF should direct RPCs to insert specific provisions or to select from several specific provisions. This risks preventing RPCs from developing provisions that adequately reflect local or regional nuances and contexts.	
Clause 61: Effects management framework	Greater Wellington supports the framing of the effects management hierarchy in clause 61, as it aligns with how the effects management hierarchy is articulated in the regional plan.	Retain as drafted.
Clause 62: When effects management framework applies	Greater Wellington supports applying the effects management framework to adverse effects on significant biodiversity areas and specified cultural areas and to other resources unless the NPF directs it.	Retain as drafted.
Clause 70: When regional planning committees directed to choose provisions from framework	As previously noted, Greater Wellington opposes RPCs being required to select a most appropriate provision from a selection provided by the NPF. Therefore, Greater Wellington recommends that this clause is deleted.	Delete clause 70.
Clause 72: Regional planning committee may amend plan to refer to provision in framework	Greater Wellington supports this clause, as it provides a means for RPCs to quickly update their plans without going through long statutory processes.	Retain as drafted.
Clause 74: Responsibility for enforcement of framework rules	Greater Wellington supports providing for the NPF to specify whether regional councils, TAs, or both are responsible for enforcing framework rules. This would help resolve the disagreements over jurisdiction that have tended to crop up over, for instance,	Retain as drafted.

	responsibility for managing effects on water or regulating urban development.	
Clause 79: Activity with significant adverse effects on environment must not be permitted activity	Greater Wellington supports requiring that activities with significant adverse effects cannot be permitted activities in the NPF.	Retain as drafted.
Clause 88: Use of market-based allocation method to determine right to apply for resource consent for certain activities	While Greater Wellington considers that there is merit in using market-based allocation systems, it is unclear how such systems will work for discharges. More specific information on how such a system would work is necessary.	Provide a guidance document to councils outlining how the Minister envisions market-based allocation systems working in resource consenting.
Clause 90: Relationship between framework rule and water conservation orders	Greater Wellington supports this clause, as it provides for the protection of waterbodies.	Retain as drafted.
Part 4: Natural and built environment plans		
Whole part	Greater Wellington supports the goal of streamlining plan making processes and the aim of reducing time between a plan being notified and coming into force. This will make plans more agile and responsive than they currently are, which will have benefits for environmental protection as RPCs will be able to respond more quickly to changes in the state of the environment. Greater Wellington also supports reducing the number of planning documents that people need to interface with. This benefit will be	

	particularly felt in the Wellington Region, which currently has six district plans and one regional plan. The standardising of controls through having a single plan will also be beneficial for plan users and consent applicants. A single approach to resource management in a region ought to be cheaper than complying different standards in different places while not compromising on good resource management. The improved connections across planning instruments that will result from this as well as the improved connections between central and local government responsibilities will also be beneficial. However, Greater Wellington is deeply concerned that these new plans will be developed with little to no input from those affected or those who will be paying rates to implement these plans. The Regional Planning Committees as currently proposed will sever that direct link between elected representatives who approve plans under the current system and the people they represent.	
Clause 100: Regional planning committees to be appointed	Greater Wellington is concerned that the current RPC model lacks democratic accountability and consigns councils to being implementation bodies. This could be addressed by reframing the RPCs and Joint Committees as set out in the LGA. This is an established structure that has stronger democratic accountability. Greater Wellington is also concerned about the addition relationship management work for iwi/hapū the RPC structure will require. Iwi and hapū will need to seek relationships with RPCs on top of the existing relationships with councils, which will stretch already limited engagement resources available to iwi/hapū.	Amend clause 100 so that RPCs are established as a Joint Committee under Schedule 7, clause 30A of the Local Government Act 2002.

Clause 104: Plans must be consistent with regional spatial strategies	Greater Wellington supports clause 104 enabling plans to be inconsistent with RSS's when new information has become available, or the environment has changed. This will enable RPCs to respond more quickly to emerging environmental issues without needing to go through the process of amending an RSS first.	Retain as drafted.
Clause 105: What plans may include	Greater Wellington supports the content of NBE plans as outlined in clause 105 but is concerned that the amalgamation of the previous planning documents and additional content will make the documents unwieldy and complex. This could be alleviated through the introduction of national planning standards in the NPF that set plan architecture.	Include in the NPF standards or guidance for plan architecture.
Clause 106: Te Oranga o te Taiao statement	Greater Wellington supports the right of iwi or hapū to, at any time, provide a statement on te Oranga o te Taiao to the relevant regional planning committee. However, it is currently unclear what the relationship is between te Oranga o te Taiao statements and NBA plans. Should they be given effect to, be given particular regard, taken into consideration? This requires clarification. Greater Wellington also supports the right of iwi or hapū to, at any time, provide a statement on te Oranga o te Taiao to the relevant regional planning committee.	Clarify the purpose of te Oranga o te Taiao statements under clause 106 and to what degree the RPC must consider them.
Clause 107: Considerations	While Greater Wellington is not opposed to the requirement to have particular regard to the documents listed in this clause, it is worth	Amend clause 107 to require that statements of regional environmental outcomes and statements of community

relevant to preparing and changing plans	noting that the list could be very long for some regions. In the Wellington region for instance, there could be up to eight statements of community outcomes, one statement of regional environmental outcomes, and several planning documents prepared by the region's six Mana Whenua. This will almost certainly lead to a complex and drawn-out plan making process as RCP planners attempt to reconcile the large number of documents. Greater Wellington recommends that NBA plans be required to give effect to statements of community outcomes (in order to retain a community voice and democratic accountability) and statements of regional environmental outcomes (in order to ensure regional council functions are not side-lined). In cases where there is conflicting direction between statements of community outcomes and statements of regional outcomes, Greater Wellington proposes that the RCP should hold responsibility for resolving the conflict, either by finding a middle ground or by choosing the direction in one document over the other.	outcomes must be given effect to, with RCPs holding responsibility for resolving conflicts between statements.
Clause 108: Matters that must be disregarded when preparing or changing plans	Greater Wellington supports clause 108(a) to (c). However, s108(d) is concerning for several reasons. First, what is considered a low income or a special housing need? These terms are broad and need to be defined if they are to be retained. Second, it is not clear what these clauses are intended to provide for? Are they intended to be a carve-out for Kāinga Ora and developers of social housing? Are they intended to provide for papakāinga? This needs to be clarified.	Retain s108(a) to (c) as drafted and delete s108(d).

	Third, as currently worded these clauses create a real risk of widespread adverse effects. For example, are all retirees on a pension considered people on low incomes? Such an argument could be made easily, and so these clauses of the Bill could be interpreted as requiring that plans do not consider adverse effects arising from the use of land by retirees on a pension. This clause would then seem to provide for a retiree to open a quarry or fat rendering plant on their property with no controls on adverse effects by plans. While a bit extreme, this does highlight an important point: that clause (d) is too broad and uncertain and risks significant adverse environment effects as a result. Greater Wellington suggests that the clause should be deleted.	
Clause 110: Adaptive management approach in plan	Greater Wellington supports enabling plans to direct the use of adaptive management approaches. This will be an important tool for addressing the longer-term effects of climate change and sea level rise through the consenting process.	Retain as drafted.
Clause 112: Specific requirements relating to environmental contributions	Greater Wellington supports enabling regional councils to require environmental contributions for permitted or consented activities. This will provide RPCs with a means of funding protection of the natural environment through regional council consenting if these contributions are used to pay for remedying adverse effects.	Retain as drafted.
Clause 117: Purpose and effect of rules	Greater Wellington supports enabling rules to apply for the whole region or parts of the region, as this will best account for local nuances. This is particularly important for the Wellington Region, which has a distinct rural area (Wairarapa) that may require differing rules to the urban west of the region in some circumstances.	Retain as drafted.

Clause 118: Rules about discharges	Greater Wellington agrees that activities that are likely to cause one of the adverse effects listed in clause 118 should not be classified as permitted activities.	Retain as drafted.
Clause 120: Imposition of coastal occupation charges	Greater Wellington supports empowering RCPs to impose coastal occupation charges as this potentially provides an effective means of funding sustainable management of the coastal marine area and discouraging development from occurring in the coastal marine area where not necessary. Greater Wellington also supports the requirement that a coastal occupation charge must not be imposed on a protected customary rights group or customary marine title group exercising a right under Part 3 of the Marine and Coastal Area (Takutai Moana) Act 2011.	Retain as drafted.
Clause 130: When rules have legal effect	Greater Wellington supports immediate legal effect for rules that protect or relate to water, air, or soil (for soil conservation); protect areas of significant indigenous vegetation; protect areas of significant habitats of indigenous animals; or protect cultural heritage. Immediate legal effect provides an effective mechanism for RCPs to protect the environment from further degradation without waiting potentially years for appeals to be resolved while the state of the environment further declines.	Retain clause 130(4)(a) to (d).
Clause 131: Rules that have early or delayed legal effect	Greater Wellington supports RPCs having the power to insert rules into plans with delayed legal effect and being required to make this clear.	Retain as drafted.

	Delayed legal effect is potentially useful means of introducing a rule framework that telegraphs future changes for resource users.	
Clause 137: Rules adversely affecting protected customary rights holders	Greater Wellington supports not allowing plans to classify as permitted activities those activities that would, or would be likely to, have a more than minor adverse effect on the exercise of a protected customary right granted under the Marine and Coastal Area (Takutai Moana) Act 2011. Greater Wellington also supports the right of a customary rights group to make a submission to the local authority, request a change, or apply to the Environment Court for a change to a rule if the group considers that a plan rule would have a more than minor adverse effect on the exercise of a protected customary right.	Retain as drafted.
Part 5: Resource consenting and proposals of national significance		
Whole part	Greater Wellington supports the intent to streamline and reduce bureaucracy in consenting. However, Greater Wellington has significant doubts that the proposals will achieve this as other than changes to notification criteria, the remaining process is very similar to the RMA. Greater Wellington supports greater emphasis on determining notification at plan stage but has concerns around the inability for councils to seek public input (notification) in face of innovative proposals and emerging issues unless foreseen by RPCs. It is unlikely that RPCs will be able to foresee all possible permutations, and issues for many natural resource issues may lead to reliance on discretionary activities (and therefore more notified processes). Greater Wellington	

	recommends the insertion of a 'special circumstances' notification test that would provide scope for such situations to be addressed. Greater Wellington is concerned that the resource management reforms will exacerbate existing resource issues for councils. The new permitted activities regime in particular will likely require greater resourcing, which risks diverting compliance resourcing away from activities that have more significant adverse effects.	
Clause 152: Types of resource consents	Greater Wellington supports retaining the five types of resource consents available under the RMA. This will provide helpful continuity for both applicants and council officers.	Retain as drafted.
Clause 153: How activities are categorised	Greater Wellington supports the recategorizing of activities into four categories from six. However, it would be useful to get guidance on how to address previously non-complying activities. With the gateway test no longer existing in the new system, it is unclear whether such activities should be classified as discretionary activities or as prohibited activities.	Retain as drafted and provide guidance (either within the NPF or separately) on how activities that are currently classified as non-complying activities should be treated.
Clause 154: How to decide which activity category applies	Greater Wellington supports this articulation of how activity categories should be determined.	Retain as drafted.
Clause 156: Activities may be permitted with or without requirements	Greater Wellington considers that conditions or requirements for this type of activity may require a report or assessment prepared by an iwi within an area identified as having significant value to Māori.	
Clause 223: Consideration of	Greater Wellington considers that clause 223(2)(f) requires clarification. Does the reference to an “applicant” apply to a company	Amend clause 223 to clarify what exactly is covered by the term “applicant”.

resource consent application	itself or the directors of a company? There is a possible loophole here that could allow a director of a company that is prosecuted for environmental offending to start a new company and be able to apply for a resource consent with the new company and not have prior non-compliance considered.	
Clause 270: Applications by existing holders of resource consents	Greater Wellington supports empowering consenting authorities to consider an applicant's compliance history in the consent process.	Retain as drafted.
Clause 275: Duration of certain resource consent activities	Greater Wellington supports new provisions on consent terms that set a maximum term of 10 years for discharges and water takes. The shorter terms will enable councils to protect the environment and respond more quickly to unacceptable environmental degradation more effectively.	Retain as drafted.
Clause 302: Permitted activity notices	Greater Wellington is concerned that permitted activity notices (PANs) have the potential to add a new bureaucratic process for councils and is unlikely to create a more efficient system. The addition of PANs risks adding an extra compliance duty for already stretched council staff who would be better focused on addressing those activities which are more likely to have significant adverse effects (i.e. consented activities). There is a risk that a PAN could be more complicated to implement and enforce than a controlled activity under the current system. Another issue with permitted activities requiring 'notice' to be provided is that these requirements are often overlooked by the people being regulated.	Delete clause 302.

Clause 330: Requirements about direction under section 329	Greater Wellington recommends that the Minister should be required to consult the relevant local authority before they call in a matter.	Amend clause 330 to require that the Minister consults with the relevant local authority before calling in a matter.
Part 6: Water and contaminated land management		
Clause 417: Polluter pays principle	Greater Wellington supports the incorporation of the polluter pays principle into the Bill. This principle is widely used in environmental management outside New Zealand and will be a key tool in managing the long-term effects of contaminated land.	Retain as drafted.
Clause 422: Classification of significantly contaminated land	It is unclear what is meant but "significantly contaminated land" and unless this is clarified in the bill this will inevitably lead to avoidable litigation.	Amend clause 422 to clarify what is meant by "significantly contaminated land".
Part 10: Exercise of functions, powers, and duties under this Act		
Whole part	Greater Wellington notes that the framing of RPCs under this Act is contrary to section 10 of the Local Government Act. Section 10 states that the purpose of local government is "to enable democratic local decision-making and action by, and on behalf of, communities; and to promote the social, economic, environmental, and cultural well-being of communities in the present and for the future". The NBA disenfranchises councils by removing their plan making powers and re-assigning these powers to RPCs with minimal democratic accountability. Councils would become implementation bodies for policies and regulations they did not develop, negatively affecting democratic local decision-making.	

Clause 649: Local authorities to prepare compliance and enforcement strategy	Greater Wellington supports the focus on reducing the risk of inappropriate influence or bias in compliance and enforcement decision making. Greater Wellington also support the requirement for a local authority to prepare and publish a compliance and enforcement strategy which takes into account relevant Treaty settlements and voluntary or statutory agreements with local iwi or Māori.	Retain as drafted.
Clause 650: Transfer of powers	Greater Wellington considers that giving effect to the principles of te Tiriti o Waitangi through the Bill would naturally involve iwi and hapū exercising more of the power, functions and duties provided for under the Bill. Greater Wellington supports the extension of the public authority provisions to include both an iwi authority and a group representing 1 or more hapū as expressed in clause 650(5)(c) & (d). Greater Wellington considers that the form of consultation most appropriate for a transfer of powers is one that is targeted and proportionate to the proposal being made and the communities affected by it. Greater Wellington therefore recommends that the direction to consult in clause 650(3)(b) is changed from using the Special Consultative Procedure at section 83 of the Local Government Act to using a "consultation process that gives effect to the requirements of section 82 of the LGA.". Greater Wellington also wonders if iwi and hapū support the proposal to establish this entity to monitor the effectiveness in delivery the NBE and SPA expectations, given it:	Amend clause 650(3)(b) to state "it has used a consultation process that gives effect to the requirements of section 82 of the Local Government Act 2002".

	• cuts across the planned annual collective strategic meetings between iwi and hapū with Ministers and Senior Public Service representatives e.g. the National Iwi Chairs Forum; and • duplicates and blurs the roles and responsibilities and accountability of existing agencies with iwi and hapū at the local level refer below.	
Clause 652: Procedural and other matters relevant to transfer of powers	Greater Wellington supports the ability of councils and RPCs on their own initiative to transfer powers or undertake other initiatives to enable the participation of iwi and hapū in resource management processes. Greater Wellington considers this process should be strengthened by requiring councils and RPCs to consider at least once per triennium which of their powers/functions/duties could be transferred. This would create an effective environment for proactive planning by the parties. Greater Wellington also considers that Clause 652(4)(a) should be clarified to stipulate a timeframe in which the relevant local authorities and RPCs must respond to any request received, as well as providing clarity on the relevant matters that should be considered before deciding on the request. This will provide greater certainty to requestors and the entity considering the request on the matters to guide consideration.	Amend clause 652 to require that councils and regional planning committees consider once per triennium which of their powers/functions/duties are suitable for transfer and insert timeframes for response to requests for transfer, and the matters to be considered in responding to any request.
Clause 662: Functions, powers, and duties of National Māori Entity	Greater Wellington is concerned that the primary function of this entity duplicates the existing responsibilities of other agencies including the Ministry for the Environment, Department of Internal Affairs, Te Puni Kokiri, and Te Arawhiti. Greater Wellington also considers that the primary function could be phrased more simply and has suggested alternate wording.	Replace clause 662(1) to read “The primary function of the National Māori Entity is to monitor the exercise of functions, powers and duties by any agent or agencies under this Act and the Spatial Planning Act 2022 in giving effect to the principles of the Treaty of Waitangi”.

Clause 666: Membership	Greater Wellington consider that having 7 members to represent all iwi and hapū dilutes the intent of clause 5(e) which focuses on the recognition of and making provision for the relationship of iwi and hapū and the exercise of their kawa, tikanga, and mātauranga. Greater Wellington also notes that the process of appointment is not set out in any schedule to the bill other than what is prescribed under this section and those matters under section 672. Given the importance of this entity and the proposed appointment process, it is critical that appointees be assessed based on their skills (Treaty principles/Kaupapa Māori, etc) and that appointees be familiar with this Act and the Spatial Planning Act 2022.	Amend clause 666 to insert new text outlining the expected capabilities of members.
Clause 678: Limitations on implementing Mana Whakahono ā Rohe arrangement	Greater Wellington supports the ability of iwi and hapū to initiate a Mana Whakahono a Rohe with councils and Regional Planning Committees (RPC). For iwi and hapū, the advantages include that RPC's cannot decline the request so iwi and hapū will have certainty and maintain their priority focus on achieving their planning priorities to advance their interests. However Greater Wellington considers the potential risk of this process is that RPCs could have numerous iwi and hapū at the table if they choose to exercise their rights through this mechanism. For example, in the Wairarapa, iwi have advised there are at least 90 hapū.	
Clause 681: Time frame for settling Mana Whakahono ā Rohe	Greater Wellington supports the reduced time to finalise a Mana Whakahono ā Rohe from 18 months under the RMA to 12 months under the NBE. For iwi and hapū, the advantages include concentrated effort for a shorter time before getting on with implementation. The advantages for councils and RPCs are bringing	Retain as drafted and provide funding and other resourcing to enable iwi and hapū participation in settling Mana Whakahono ā Rohe.

	Mana Whakahono ā Rohe agreements to finalisation quickly and moving forward on mutually agreed priorities. Greater Wellington also considers that there will be a significant amount of work for iwi and hapū in participating in this process and the Crown must provide adequate funding to resource this work.	
Clause 682: Contents of Mana Whakahono ā Rohe	Greater Wellington is concerned at the significant amount of work iwi and hapū will have to manage in the 12 months of finalising a Mana Whakahono ā Rohe. Greater Wellington recommends the Crown provides adequate funding to iwi and hapū to manage their participation and raise their capacity and capability to engage in the process.	Retain as drafted and provide funding and other resourcing to enable iwi and hapū participation in developing Mana Whakahono ā Rohe.
Clause 693: Freshwater allocation matters	Greater Wellington considers that it is unclear how the National Māori Entity provisions relate to the current freshwater planning process. Furthermore, Greater Wellington is concerned that any recommendations made by the National Māori Entity are likely to have little or no bearing on the Freshwater Planning process hearings. Allocation proposals regarding Māori interests prepared by this group will not be subject to scrutiny via an open and informative consultation process.	Ensure that current national policy statements that are in the process of being implemented by way of a plan change must be included in the NPF and that the allocation component is subject to the current Freshwater Planning Process.
Part 11: Compliance and enforcement		
Whole part	Greater Wellington supports several aspects of the reformed compliance and enforcement framework. The reforms strengthen the compliance, monitoring, and enforcement practices that are already established in the RMA and provide several new tools that will enable	Provide additional resourcing to the judiciary to ensure there is sufficient capacity to deal with increased regulatory activity in a timely manner.

	councils to take a more tailored approach to achieving the best outcomes. Greater Wellington is concerned about the capacity of the judiciary to support increased regulatory activity and recommends that the Ministry ensure that the Environment Court has additional capacity to support increased enforcement. One component Greater Wellington considers to be missing from the Bill is increased penalties for obstructing an enforcement officer.	Amend part 11 to increase penalties for obstructing an enforcement officer.
Clause 718: Monetary benefit orders	Greater Wellington supports the use of monetary benefit orders as a means for the Environment Court to discourage environmental offending by making such offending unprofitable.	Retain as drafted.
Clause 719: Environment Court may revoke or suspend resource consent	Greater Wellington supports empowering the Environment Court to revoke or suspend resource consents where there is ongoing and severe non-compliance. Regional consents that are not complied with can have significant adverse environmental effects so this clause will provide a means of reducing environmental harm.	Retain as drafted.
Clause 723: NBE regulator may accept enforceable undertakings	Greater Wellington supports enabling alterative sanctions to traditional enforcement action and providing for new intervention tools, including enforceable undertakings.	Retain as drafted.
Clause 731: Adverse publicity orders	Greater Wellington supports the concept of adverse publicity orders as a means of discouraging environmental offending through a “name and shame” mechanism.	Retain as drafted.

Clause 765: Penalties	Greater Wellington supports the substantial increases in financial penalties outlined in this clause. The increased penalties provide a means of more aggressively discouraging environmental offending.	Retain as drafted.
Clause 766: Insurance against fines unlawful	Greater Wellington supports prohibiting the use of insurance for fines, infringement fees, and pecuniary penalties. Being able to insure against such penalties essentially allows applicants to carry out environmental offending for a relatively small cost (the cost of insurance). Removing this is an option for applicants would likely help reduce environmental offending.	Retain as drafted.
Clause 781: Cost recovery	Greater Wellington supports the broadening the cost recovery provisions in this clause, allowing for costs to be recovered for compliance monitoring of permitted activities and investigations of non-compliant activities.	Retain as drafted.
Schedule 1: Transitional, savings, and related provisions		
Whole schedule	Greater Wellington is concerned that the redesigning of the resource management system will be a slow and bureaucratic process that will not actually produce any obvious "on-the-ground" benefits for another decade or more. The new plans cannot take effect until the NPF and RSS's are in place, and until then the problems with the existing system will linger. Because the public and councils will likely not experience benefits of reform for several years, there is a risk of eroding any support for the reforms long before they take effect due to people engaging with the resource management system having heard about a faster, simpler, cheaper process but not experiencing any change.	

Schedule 2: Transitional, savings, and related provisions for upholding Treaty settlements, NHNP Act, and other arrangements		
Clause 4: Process for upholding Treaty settlements, NHNP Act, and other arrangements	Greater Wellington is concerned that the NBEA does not adequately explain how it will affect Treaty settlement Acts. The NBEA fails to identify those matters set out in a schedule that provides the framework for discussions with a settlement group. Greater Wellington recommends that the NBEA identify those provisions that will require any proposed amendments to Treaty settlement legislation.	Amend the NBEA to clarify how it will affect Treaty settlement Acts.
Clause 5: Regulations to uphold other arrangements	Greater Wellington notes that to date, there has been low uptake by iwi and hapū for Mana Whakahono a Rohe mechanisms nationwide. This however is likely to increase when iwi and hapū understand they can initiate this mechanism with Regional Planning Committees.	
Schedule 6: Preparation, change, and review of national planning framework		
Clause 3: Limits and targets review panel	Greater Wellington supports the use of a limits and targets review panel.	Retain as drafted.
Clause 9: Board of inquiry	Greater Wellington supports the NPF being developed through a board of inquiry process.	Retain as drafted.
Clause 27: National planning framework must be reviewed at least every 9 years	Greater Wellington supports the NPF being reviewed every nine years. This provides an effective means of keeping the NPF up to date to reflect changing knowledge and to respond to changes in the environment.	Retain as drafted.
Schedule 7: Preparation, change, and review of natural and built environment plans		
Whole schedule	Greater Wellington is concerned about the independent hearings panels (IHPs) as currently formulated in this bill have no accountability back to democratically elected councils or to the policy process.	

	Greater Wellington does support the legislation providing a choice between three different plan making processes that are tailored to specific situations (standard, proportionate, and urgent). This will provide flexibility to use a process of the correct scale for a smaller amendment to a plan or to address emerging environmental issues. The reforms also weaken the role of the Regional Policy Statement. The closest equivalent to an RPS in the new system appears to be the Statement of Regional Environmental Outcomes. However, while the RMA requires that plans give effect to an RPS, under the NBEA plans only need to have particular regard to a Statement of Regional Environmental Outcomes. This is weaker direction and risks side-lining the environmental protection role that regional councils have. RPCs should be required to give effect to a SREO and have particular regard to any SCOs. Requiring NBEA plans to give effect to statements of regional environmental outcomes would help resolve this issue.	
Clause 17: Planning committees to have engagement policy	Greater Wellington supports the requirement to develop engagement policies.	Retain as drafted.
Schedule 8: Provisions relating to membership, support, and operations of regional planning committees		
Whole schedule	Greater Wellington has several concerns with regional planning committees as conceptualised in the Bill. The most significant concern is that the proposed structure disconnects plan making and plan implementation, with RPCs making plans and councils implementing them. The reforms break the feedback loop from consents and compliance team members back to policy teams, which is a critical part of good regulation.	

	The new RPC structure also creates a situation where an unelected and unaccountable body is making decisions that will impact funding decisions, including rates rises. Councils would then be responsible for implementing rates rises for initiatives they have minimal authority over. This would seem to not align with either the Local Government Act or the long-term planning process. There is a risk of inconsistent council implementation of NBEA plans across a region, as the implementation of the plan provisions will be undertaken by individual councils. There is also a risk that an RPC will be slow to address urgent emerging issues, which can currently be addressed via notified consenting processes. As appointed bodies, the RPCs have a weak electoral mandate. While elected members may represent councils on the RPCs, the RPC members are not directly elected for that role by the public. This risks creating a perception of the RPCs as unaccountable and further eroding social licence of the resource management system. This weak electoral mandate also means that plans would be developed by entities that are not directly accountable to the people who are impacted by these plans and who will be paying rates to support the implementation of these plans. Councils would also become accountable for implementing policies and rules that they may have little to no influence over. For instance, if consensus cannot be reached on provisions in a new plan and these provisions are approved by a majority vote, any councils on the minority side would need to implement provisions that council's	

	representatives actively voted against. This is particularly problematic for regional councils, which will be outnumbered on virtually all RPCs. This leads to a further issue with the RPCs for regional councils – there is a risk of regional councils being outnumbered on the RPCs by territorial authorities. Regional councils have a unique role as environmental stewards set out by current legislation, which can often conflict with the urban development roles of territorial authorities. The RPC structure inherently dilutes regional councils' environmental functions and stewardship role. The new RPCs also break the linkage between plans and council strategy. RMA plans are part of an integrated corporate strategy within councils and having the new NBE plans developed by the RPCs risks de-aligning resource management with other council functions. Greater Wellington is also concerned that Schedule 8 may come into force 2 years after the Bill receives royal assent with incomplete Treaty Settlement, Mana Whakahono a Rohe and Joint Management Agreements. The 18-month timeframe to complete this process will be difficult for any councils that have significant numbers of Treaty settlements to work through. This will have an impact on the process for establishing iwi and hapū committees and establishing Māori appointing bodies in some rohe. We are also concerned that local authorities are excluded from participating in the Treaty settlement transition process as co-governance forums include members appointed by councils.	

Clause 1: Interpretation	Greater Wellington considers that it is unclear what the term "Māori appointing body" means. Greater Wellington also notes that under clause 16(3) a Māori appointing body must be changed if the iwi and hapū committee notify the Local Government Commission of a change in the composition of the Māori appointing body. However, it is unclear what qualifies as a change in composition, and if an existing entity such as an iwi authority is chosen as a Māori appointing body.	Amend clause 1 to ensure clarity on who can be identified as a Māori appointing body and what qualifies as a change in composition for a Māori appointing body in clause 16(3).
Clause 2: Members	Greater Wellington considers that it is essential that all local authority representatives are elected members. This would help to resolve the issue of weak democratic accountability inherent in the RPC structure. Greater Wellington also opposes the proposal to permit two members appointed by Māori Appointing Bodies as a minimum. As an alternative Greater Wellington supports the development of regional bespoke models that are agreed by iwi/hapū and councils that recognise the unique regional circumstances. One example is the Hawkes Bay Regional Planning Committee Act 2015 model which includes ten iwi and hapū recognised through their PSGE status and 10 Councillors.	Insert a provision that requires local authority representatives to be elected members. Amend Clause 2 to require that each Regional Planning Committee is designed as a bespoke model that recognises regional nuances (for example, Hawkes Bay Regional Planning Committee Act 2015).
Clause 3: Composition arrangement	Greater Wellington considers that it should be required to consider Treaty settlements and other statutory arrangements that provide for decision-making by iwi and hapū when reaching an agreement on a composition agreement. Greater Wellington also considers that the requirement for composition to support effective decision making and efficient functioning while reflecting regional/district/rural/urban/Māori	Insert a subclause to clause 3(3) that includes consideration of Treaty settlements and other statutory arrangements that provide for decision-making by iwi and hapū.

	interests are effectively represented will be inherently contradictory in the Wellington region. Each council having one appointee would immediately total 9 local body representatives, but as per the requirements larger urban areas such as Wellington City and Hutt City would likely need more than 1 representative. If each of the 6 Mana Whenua in the region were to have 1 representative each as well, the RPC could easily have a final composition of more than 20 members, which is unlikely to be conducive to effective operation. This contradictory guidance presents significant future litigation risks between councils, and also risk creating delays in standing up RPCs while disputes over the composition arrangement are resolved.	
Clause 18: Decisions of regional planning committees	Greater Wellington opposes RPCs not needing to have decisions ratified by appointing bodies. This compromises democratic accountability and weakens local decision-making. RPCs should only be able to make decisions without ratification if it agreed on by the appointing bodies.	Amend clause 18 to enable the appointing bodies in each region to decide whether the RPC can make decisions on their behalf or whether ratification from councils and Māori appointing bodies is required.
Clause 20: Consensus decision making	Greater Wellington supports the principle of consensus-based decision-making for RPCs. However, defaulting to a majority vote if consensus cannot be reached risks creating a situation where one bloc within the RPC is consistently narrowly outvoted on decisions. In the Wellington Region these outvoted blocs could be rural councils, iwi and hapū representatives, or the regional council. Greater Wellington therefore recommends that clause 20 is amended to require more than a bare majority when votes need to be called for decisions that are voted on. For example, a 2/3 or 3/4 majority for	Amend clause 20 to require a 2/3 or 3/4 majority for decisions that are put to a vote for those decisions to have effect.

	decisions that are put to a vote would help to reduce the risk of a minority bloc being consistently narrowly outvoted on decisions.	
Clause 21: Appointment of chairperson	Greater Wellington considers that Clause 21 requires amendment to better reflect the Te Tiriti principle of partnership while also ensuring the chairperson's impartiality is indisputable. The impartiality of the chairperson could be enhanced by requiring an independent chair who does not sit on the regional planning committee. This is an established model used successfully by the Wellington Regional Leadership Committee. It would ensure that the impartiality of the chair is beyond question and that no district is favoured by virtue of holding the chair and would allow the chair to devote themselves to being a full-time chair. An alternative option is a co-chairs option centred on Te Tiriti partnership. This approach would feature one co-chair selected from Council members of the regional planning committee and one co-chair selected from iwi and hapū members of the regional planning committee. This model has been used successfully in the previous catchment committee processes by Greater Wellington. Ultimately, Greater Wellington recommends an approach that merges the above options: two independent co-chairs, one appointed by Councils and one appointed by Mana Whenua. This option would ensure the chairs are neutral and unbiased and would meet the Te Tiriti commitment to partnership.	Amend clause 21 to require two independent co-chairs for all RPCs – one co-chair who does not serve on the RPC and is appointed by those members appointed by Councils, and one co-chair who does not serve on the RPC and is appointed by those members appointed by Māori Appointing Bodies.

Clause 22: Quorum	Greater Wellington considers that quorum of 50% plus 1 creates a risk of business proceeding without iwi and hapū representation if there are a small number of iwi and hapū representatives, and further compromises the already minimal democratic accountability that RPCs have. To elaborate on the former point, if a Wellington RPC was established using the current guidance in the Bill, the committee membership could consist of twelve members (nine appointed by councils, one appointed by the Ministry, and two appointed by Māori appointing bodies). This would allow business to go ahead without any representation of Māori appointing bodies, which would not honour Te Tiriti.	Amend clause 22 to require that a quorum for the transaction of business must include at least 80% plus 1 of the RPC's membership.
Clause 31: Committees may delegate functions, duties, or powers	Greater Wellington supports providing for RPCs to delegate powers to other organisations if desired.	Retain as drafted.
Clause 33: Committee secretariats	Greater Wellington supports the concept of a committee secretariat and the way relationships between the secretariat, director, employees, and host local authority are articulated in clause 33.	Retain as drafted.
Clause 35: Host local authority	Greater Wellington considers that it would be beneficial for the Ministry to clarify the scale of resourcing that the host local authority needs to provide (i.e. how many staff would be working for a secretariat in a region of Wellington's size). It is likely that the host local authority would need to employee additional staff to provide the administration and financial support necessary for the secretariats, as well as office space and meeting rooms. An indication of the scale of resourcing required would be helpful for Greater Wellington, as the	Clarify the approximate scale of resourcing required for host local authorities.

	"default" host local authority for the Wellington Region so that such resourcing can be provided for in the long-term plan/annual plans.	
Clause 38: Statement of intent	Greater Wellington supports extending funding to include engagement required by iwi and hapū in establishing the iwi and hapū committee and identifying the Māori appointing body/bodies. This process will be extensive and burden of costs for hapū and iwi to engage in this process shouldn't fall on the iwi and hapū. Funding from central government should also be provided for iwi and hapū participation in this process.	Extend funding to include engagement required by iwi and hapū in establishing the iwi and hapū committee and identifying the Māori appointing body/bodies.
Schedule 13: Environment Court		
Clause 6: Environment Court sittings	It is unclear what is meant in clause 6(1)(d)(iii) when a pūkenga is referenced. Greater Wellington's assumption it refers to a person of notable knowledge, but this needs to be clarified.	Clarify what is referred to by the term "pūkenga".