

**JOINT MANAGEMENT AGREEMENT  
REGARDING TAUPŌ MOANA AND THE  
UPPER WAIKATO RIVER**

**TŪWHARETOA MĀORI TRUST BOARD**

**AND**

**TAUPŌ DISTRICT COUNCIL**

**DATED:**

**PARTNERS**

**TŪWHARETOA MĀORI TRUST BOARD**

**and**

**TAUPŌ DISTRICT COUNCIL**

(together, the **partners**).

## **PART A: OVERARCHING PROVISIONS**

### **SHARED VISION**

Taupō Moana and the Upper Waikato River are thriving and healthy, sustaining abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of those water bodies, encompassing cultural, environmental, social, economic and spiritual factors, for future generations.

### **THE PARTNERS**

1. Ngā Hapū o Tūwharetoa, represented by the Tūwharetoa Māori Trust Board for the purpose of this joint management agreement, hold mana whenua, kaitiakitanga and rangatiratanga over the Central North Island including the Taupō Moana Catchment and part of the Waikato, Whanganui, Rangitikei, and Rangitaiki Catchments.
2. Ngā Hapū o Tūwharetoa are the descendants of Ngatoroirangi and other tūpuna who have occupied the Taupō district since the arrival of the Te Arawa waka. Ngāti Tūwharetoa are linked by whakapapa to their lands and taonga. This connection establishes their mana whenua, kaitiakitanga and rangatiratanga, including their right to establish and maintain a meaningful and sustainable relationship between whānau, hapū, and their taonga. The exercise of mana, rangatiratanga and kaitiakitanga is central to Ngā Hapū o Tūwharetoa resource management decision-making.
3. The Council is a territorial authority under the Local Government Act 2002, and as such is responsible, among other things, for promoting positive social, economic, environmental, and cultural outcomes for present and future generations of the communities of the Taupō district.
4. The partners acknowledge the parallel role and jurisdiction of the Waikato Regional Council within the Taupō district, particularly in relation to Taupō Moana and the Upper Waikato River.

### **BACKGROUND**

#### **He Hononga Wai**

5. For Ngāti Tūwharetoa, water is far more than a physical resource - it is a living presence, a reflection of who we are, and a vital thread woven through the very fabric of life.
6. In our Tūwharetoa worldview, water holds Mauri, the life force flowing from Te Waipuna Ariki, the sacred spring of Io. Through Te Kore, Te Pō, and Te Ao, this process brought forth Ranginui and Papatūānuku, whose union birthed Te Whare Atua. Their separation created rain and mist, beginning the water cycle. Tāwhirimātea governs wind and weather; Tāne-te-waiora, with Hine-tū-pari-maunga, brings forth Hine-para-whenua-mea, who joins with Kiwa and Tangaroa to form Hinemoana. Rakahore shapes and guides the pathways of freshwater. From Tangaroa came Ikatere and Tūtewehiwehi, linking sea and land. Te Rā Kura, Hinemarama, and Rona Whakamautai guide photosynthesis, tides, and water regulation. Hinewai, Hine-ihorangi, Hine-pūkohurangi, and Hine-kapua personify rain, mist,

and cloud, completing the hydrological cycle. All is bound by Matemate-ā-one, the deep longing for reconnection - reminding us that water is sacred, alive, and ancestral.

7. For Tūwharetoa, Te Awa o Waikato originates from one of Ranginui's sacred tears, shed in compassion for the wounded land drawn up by Māui. That divine tear emerged as Waikatoiti, a spring nurtured and protected by Tongariro, who allowed it to flourish in support of his beloved relative Taupiri. Waikatoiti flowed into an ancient volcanic crater, forming Taupō Moana - the confluence of Tūwharetoa amniotic waters. From there, its waters journeyed outward, eventually becoming Te Awa o Waikato. For Tūwharetoa, all waters are important - each connected, each life-giving, none greater than the other, binding together our Maunga, Awa, and our people.
8. Our relationship with water is grounded in ancestral knowledge and lived experience. It shapes our stories, informs our responsibilities, and anchors our identity. We cherish it not only for its life-giving properties, but for its role as a source of identity, vitality, and intergenerational connection that binds us to the past, present, and future.
9. Guided by values and principles drawn from our ancestral narratives, we are not simply protectors of water - we are kin, bound by whakapapa to honour and uphold our relationship with it. In this worldview, water is not to be owned or controlled, but to be respected, honoured, and protected - as a relative, a life source, and a Taonga Tuku Iho.
10. To care for water is to care for ourselves, and for the wellbeing of the environment that will one day sustain our mokopuna. Without water there is no life; to know water, is to know life.

### **Legislative background**

11. The Ngāti Tūwharetoa relationship with Taupō Moana, the Waikato River and their catchments has a unique legislative history.

#### *Deeds in relation to the bed of Taupō Moana, certain tributaries and the Upper Waikato River*

12. The Trust Board was constituted by section 16 of the Māori Land Amendment and Māori Land Claims Adjustment Act 1926 (**1926 Act**) following negotiations between the Crown and Ngāti Tūwharetoa relating to the fishery in Taupō Moana.
13. The 1926 Act, and a later Proclamation made on 7 October 1926, declared the bed of Lake Taupō, the beds of designated portions of the Waihora, Waihāhā, Whanganui, Whareroa, Kuratau, Poutu, Waimarino, Tauranga-Taupō, Tongariro, Waipēhi, Waiotaka, Hinemaiaia and Waitahanui Rivers and the bed of the Waikato River extending from Lake Taupō to Te Toka a Tia, inclusive of the Huka Falls (which came to be collectively known in legal terms as '**Taupō Waters**') the property of the Crown.
14. Ngāti Tūwharetoa maintained that the vesting in the Crown of title to the beds of Taupō Waters was not intended to be part of the 1926 agreement regarding access to the fishery and sought the return of such title to the iwi to restore the Ngāti Tūwharetoa relationship with Taupō Waters.
15. This was finally achieved in 1992. By Deeds with the Crown dated 28 August 1992 and 10 September 2007, the Tūwharetoa Māori Trust Board is now the trustee and legal owner of the bed, water column and air space of Taupō Waters.

16. The 2007 Deed sets out that this area will be managed as if it were a reserve for recreation purposes under section 17 of the Reserves Act 1977 through a management board known as the Taupō-nui-a-Tia Management Board. The management plan for that area took effect from 1 August 2021.
17. The Trust Board holds legal title as trustee and holds rangatiratanga and acts as kaitiaki over Taupō Waters. These legal and fiduciary responsibilities are unique within the Taupō district.

#### *Co-governance and co-management arrangements for the Waikato River*

18. On 31 May 2010, the Crown and the Trust Board signed a Deed in Relation to Co-Governance and Co-Management Arrangements for the Upper Waikato River.
19. The deed was to address the Crown's past dealings in relation to the Waikato River in breach of its obligations under Te Tiriti o Waitangi (the Treaty of Waitangi).
20. The Crown and the Trust Board agreed to enter into the deed in recognition of "the interests of Ngāti Tūwharetoa in the Waikato River and its catchment and in Taupō Waters and to provide for the participation of Ngāti Tūwharetoa in the co-governance and co-management arrangements in respect of the Waikato River." Ngāti Tūwharetoa's interests in the Waikato River extend downstream as far as the confluence of the Waipapa River with the main stem of the Waikato River by virtue of the 1886 Taupō Nui a Tia boundary.
21. The deed was given legislative effect through the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (**Upper Waikato River Act**). The overarching purpose of the Upper Waikato River Act is to restore and protect the health and wellbeing of the Waikato River for present and future generations.
22. The deed and subsequent Upper Waikato River Act acknowledged Ngāti Tūwharetoa's ownership of Taupō Waters, by providing that a joint management agreement established under the Upper Waikato River Act may extend to matters relating to the waterways within 'Taupō Waters'.

#### **Role and importance of Lake Taupō and the Upper Waikato River**

23. Lake Taupō and the Upper Waikato River are significant water bodies and, together with their catchments, comprise significant ecosystems of immense cultural, social, economic and spiritual importance.
24. These water bodies, their source waters, their tributaries and wider catchments are woven into the whakapapa of Ngā Hapū o Ngāti Tūwharetoa, and are part of the values and identity of all communities who call the Taupō district home. They breathe life into diverse ecosystems comprising alpine, lake, river and geothermal waters.
25. These water bodies are also central to the economic and social wellbeing of the district. Wai flows from ngā kāhui maunga, situated within Tongariro National Park, holding dual World Heritage status, into Lake Taupō, Australasia's largest fresh water lake. It then flows into the Upper Waikato River, home to Aotearoa's most visited natural attraction, the Huka Falls, and continues down Aotearoa's longest river. The area is a hub for regenerative tourism

centred on the value of our nation's natural heritage, and its wai is important for security of the nation's energy supply and as a source of drinking water.

26. Together, the parties acknowledge that the health of Lake Taupō and the Upper Waikato River is critical to sustaining the health and wellbeing of the district's communities and those communities downstream. Ngā Hapū o Tūwharetoa have an inherent obligation to ensure that the mana and mauri of their wai is maintained, protected and enhanced. Ngāti Tūwharetoa and the Taupō district's communities play a critical role as custodians of the waters that flow from the outlet of Lake Taupō down the Waikato River and into downstream iwi and council environments.

### **'Taupō Waters' and the approach of this joint management agreement**

27. Taupō Waters' is the term used in the legal documents mentioned above to refer to the bed of Lake Taupō, the beds of designated portions of the Waihora, Waiāhā, Whanganui, Whareroa, Kuratau, Poutu, Waimarino, Tauranga-Taupō, Tongariro, Waipēhi, Waiotaka, Hinemaiaia and Waitahanui Rivers and the bed of the Waikato River extending from Lake Taupō to Te Toka a Tia, inclusive of the Huka Falls.
28. While we acknowledge the significance of this expression for the partners, we do not use it to describe the water bodies of interest in this joint management agreement. Instead, we refer to the concept of **'Taupō Moana and the Upper Waikato River'**. This concept incorporates all waterbodies, rivers and streams in the JMA area outlined at Appendix 1, in a manner that promotes an integrated, holistic, and co-ordinated approach to the implementation of the shared vision.

### **PURPOSE OF AGREEMENT**

29. The purpose of this agreement is to work in partnership to restore and protect the health and wellbeing of Taupō Moana and the Upper Waikato River to give effect to the shared vision.
30. To achieve the purpose, this agreement shall:
  - (a) provide a respectful and effective foundation for the partners to:
    - (i) enhance their partnership at governance and management levels;
    - (ii) nurture and encourage the relationship at an individual level between Ngā Hapū o Tūwharetoa members and the Council, and community members and the Trust Board, respectively;
  - (b) be interpreted in a manner that:
    - (i) is informed by the background to this agreement; and
    - (ii) in particular, gives expression to the mātauranga and whakapapa connections of Ngā Hapū o Ngāti Tūwharetoa and integrated, holistic and coordinated approach outlined in 'He Hononga Wai';
  - (c) direct the partners to set and achieve beneficial outcomes for Taupō Moana and the Upper Waikato River;

- (d) provide a process for the partners to achieve agreed outcomes through regular joint outcomes planning, including the development and implementation of 3-yearly work plans;
- (e) address how the partners will work together through statutory processes including under the Resource Management Act 1991 (**RMA**), Local Government Act 2002 (**LGA**), Reserves Act 1977 (**Reserves Act**), and other relevant statutes; and
- (f) constitute the joint management agreement as provided for in Part 3 of the Upper Waikato River Act.

## **SCOPE AND CONTENT**

31. The Upper Waikato River Act sets out the scope for this agreement.

32. This agreement covers:

- (a) matters relating to the Upper Waikato River and activities within its catchment affecting the Upper Waikato River;
- (b) matters relating to Taupō Moana and activities within its catchment affecting Taupō Moana;

33. The matters are:

- (a) monitoring and enforcement;
- (b) preparation, review, change or variation of a RMA planning document;
- (c) processes in relation to resource consent applications;
- (d) processes to explore whether customary activities can be carried out by Ngāti Tūwharetoa without the need for a statutory authorisation (including as a permitted activity) from the Council;
- (e) capacity and capability building;
- (f) reform and other application responses;
- (g) section 33 RMA transfer of powers;
- (h) economic development and investment opportunities;
- (i) service infrastructure projects; and
- (j) 3-yearly work plan.

34. A map of the JMA area is included at Appendix One.

## **RELATIONSHIP PRINCIPLES**

35. The partners commit to the following relationship principles in working together under this agreement:

- (a) being guided by the overarching purpose of the Upper Waikato River Act to advance the matters in this agreement;

- (b) respecting the mana, rangatiratanga and kaitiakitanga rights and responsibilities of the iwi;
- (c) acknowledging that the responsibility to achieve the vision of this agreement represents a shared commitment;
- (d) promoting the principles of partnership and co-management;
- (e) reflecting a shared commitment to:
  - (i) work together in good faith and a spirit of co-operation;
  - (ii) be open, honest, and transparent in their communications; and
  - (iii) use their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner; and
- (f) recognising that the joint management agreement operates within statutory frameworks and that complying with those statutory frameworks, meeting statutory timeframes, and minimising delays and costs are important.

#### **JOINT COMMITTEE TO ACT AS KAITIAKI OF AGREEMENT**

- 36. A governance committee will be established to be the kaitiaki of this agreement and to oversee its successful implementation (**JMA Committee**).
- 37. The JMA Committee will be made up of:
  - (a) three trustees of the Trust Board; and
  - (b) three elected members of the Council.
- 38. The JMA Committee will meet annually (or more frequently as agreed) to:
  - (a) review whether the agreement is effective in meeting its purpose;
  - (b) make any recommendations on what is required for the effective implementation of this agreement;
  - (c) provide guidance to those acting under this agreement; and
  - (d) discuss other matters that arise under this agreement.
- 39. There will be a standing agenda for the JMA Committee meetings, which will include matters under the agreement that are not otherwise discussed in operational meetings.
- 40. There will be co-chairs for the JMA Committee meetings, one appointed by the Trust Board and one appointed by the Council. The co-chairs may regulate the procedure of the committee meetings as they see fit.
- 41. To avoid doubt, the JMA Committee will not be a committee, joint committee, council organisation or council controlled organisation for the purposes of the Local Government Act 2002.
- 42. The partners will each appoint a senior manager responsible for the practical implementation of the agreement.



## **OTHER INTERESTS AND AGREEMENTS**

43. On 17 January 2009, the Trust Board and the Council signed a joint management agreement in relation to notified resource consents and private plan changes on or affecting multiply owned Māori land within the Taupō District. It was a milestone and was the first joint management agreement entered into in Aotearoa. That agreement remains in force and is not extinguished.
44. The partners acknowledge that this agreement shall not operate to undermine the existing and evolving agreements between Council and Ngā Hapū o Tūwharetoa, including the Mana Whakahono a Rohe between Ngāti Tūrangitukua and Taupō District Council.
45. The partners also recognise that:
  - (a) There may be overlapping interests involving other iwi authorities within the district. There is an acknowledgement that those different iwi authorities may have different perspectives.
  - (b) There are a range of existing and evolving agreements between Council and other iwi authorities relating to RMA processes. This means that in some situations there may be overlapping requirements that will need to be worked through by those who are affected.

## **PART B: GENERAL PROVISIONS**

### **MONITORING AND ENFORCEMENT**

#### **Preliminary matters**

46. Clauses 47 to 56 apply to monitoring and enforcement activities relating to:
  - (a) the Upper Waikato River and activities within its catchment affecting the Upper Waikato River; and/or
  - (b) Taupō Moana and activities within its catchment affecting Taupō Moana.
47. To the extent relevant to the matters set out in clause 46:
  - (a) 'monitoring' means monitoring under sections 35(2)(a) to (d) of the RMA and any other environmental or other monitoring carried out by the partners; and
  - (b) 'enforcement' means enforcement action taken under the RMA, Part 8 of the LGA or other relevant legislation administered by the Council.
48. The partners agree to approach monitoring and enforcement in the two stages set out below.

#### **Stage One: Monitoring and enforcement activities**

49. Trust Board staff and Council staff will meet bi-annually to discuss monitoring and enforcement activities located within the JMA area that:
  - (a) have been undertaken by the Council or the Trust Board in the previous six months;

- (b) are planned to be undertaken by the Council or the Trust Board in the following six months; and
- (c) either party considers should be undertaken

**(monitoring and enforcement priorities meeting).**

50. At a minimum, the following matters will be discussed at the monitoring and enforcement priorities meeting:
- (a) specific activities of interest to the Trust Board or the Council;
  - (b) specific sites or areas of interest to the Trust Board or the Council;
  - (c) specific work being undertaken by the Council in relation to section 35(2)(a) to (d) RMA matters, including any role for the Trust Board in that process;
  - (d) timeframes for any monitoring work including frequency and duration of that monitoring;
  - (e) access to existing monitoring data and information;
  - (f) methods to exchange and store data;
  - (g) the potential for review of RMA planning documents to address the outcomes of monitoring;
  - (h) the role of the Trust Board in the 5-yearly review provided for in section 35(2A) of the RMA;
  - (i) criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices or the service of infringement notices; and
  - (j) the potential for persons nominated by the Trust Board to participate in enforcement action under the RMA.
51. In addition to the meetings referred to in clause 49, where both partners agree they may, in between those meetings, discuss matters or request information in relation to monitoring and enforcement including in relation to matters set out in clauses 47, 49 and 50.

#### **Stage Two: Monitoring agreement (if required)**

52. Following the first or any subsequent monitoring and enforcement priorities meeting, Trust Board staff and Council staff may agree that the partners should enter into a monitoring agreement.
53. A monitoring agreement may set out matters including:
- (a) the objectives for monitoring;
  - (b) sites, areas or activities to be monitored, including in relation to section 35(2)(a) to (d) RMA matters;
  - (c) methods for monitoring sites, areas or activities;
  - (d) frequency of monitoring (for example, daily, weekly or monthly);

- (e) duration of monitoring for each site, area or activity;
- (f) use of data standards and data exchange protocols, including options for the Council or Trust Board to host and share access to new and existing data;
- (g) process and timeframes for operational meetings and the end of agreement review, if required;
- (h) roles, responsibilities and resourcing; and
- (i) other matters agreed between the partners.

54. The Trust Board and Council chief executives must jointly sign off a monitoring agreement.

#### **Other matters**

- 55. The Trust Board and the Council will each bear its own costs of complying with this monitoring and enforcement part of the agreement.
- 56. Schedule 7 of the LGA does not apply to the Trust Board and the Council when they carry out the duties and functions or exercise the powers described in this monitoring and enforcement part of the agreement.

#### **PREPARATION, REVIEW, CHANGE OR VARIATION OF DISTRICT PLAN**

- 57. Clauses 58 to 77 apply to the preparation, review, change or variation of a district plan proposed by the Council (**planning process**) and private plan changes but excluding designations and heritage protection orders, to the extent those processes impact on:
  - (a) the Upper Waikato River and activities within its catchment affecting the Upper Waikato River and relate to Te Ture Whaimana; and/or
  - (b) Taupo Moana and activities within its catchment affecting Taupo Moana.

#### **Preliminary process**

- 58. Before the Council makes a decision to commence the drafting of a planning process, the Council staff will, while having regard to the relevant Trust Board planning documents, prepare and provide to the Trust Board staff a draft issues and options paper which sets out:
  - (a) the proposed scope, rationale and desired outcomes from the planning process;
  - (b) a broad outline of the proposed content of the district plan that is intended to result from the planning process; and
  - (c) the proposed process for the planning process.

#### **(issues and options paper)**

- 59. The partners will collaborate on that issues and options paper before it is finalised.
- 60. In the issues and options paper, the Council staff may express their view on whether the planning process meets the criteria set out in clause 57(a) and/or (b).
- 61. Once the Trust Board staff have considered the issues and options paper, they must confirm their view to the Council staff on whether the planning process meets the criteria set out in clause 57(a) and/or (b).

62. If there is a difference in view between the Trust Board staff and the Council staff as to whether the planning process meets the criteria set out in clause 57(a) and/or (b), the Trust Board staff and Council staff will work together in good faith to resolve that matter, and if necessary either party may refer the matter to the issue resolution process in clauses 161 and 162 of this agreement.
63. If the planning process meets the criteria set out in clause 57(a) and/or (b), the Council will implement the process set out in clauses 65 to 71.
64. If the planning process does not meet the criteria set out in clause 57(a) and/or (b), the Council will comply with Schedule 1 of the RMA, and the Trust Board will be involved in that process as provided for in that schedule.

### **Joint working party**

65. Before the Council formally resolves to commence a planning process, the Trust Board and the Council must convene a joint staff working party (**joint working party**) to discuss and decide jointly on the recommendation to the Council on:
  - (a) the process to be adopted for the planning process;
  - (b) the general form and potential scope and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 of the RMA; and
  - (c) whether to commence a review of, and whether to make an amendment to, the district plan.
66. The joint working party must decide jointly on the final recommendation to the Council on the content of the district plan to be notified under clause 5 of Schedule 1 of the RMA.
67. In the context of each planning process, the joint working party must discuss the opportunities for the Trust Board to participate in the Council's decisions on the provisions and matters raised in submissions under clause 10 of Schedule 1 of the RMA.
68. The partners acknowledge that:
  - (a) prior to the joint working party making a recommendation under clauses 65 and 66:
    - (i) the proposed recommendation must be provided by the Trust Board staff to the Trust Board; and
    - (ii) the joint working party recommendation must include the decision of the Trust Board;
  - (b) the Council may need to work with a number of iwi, hapū and other entities (including post-settlement governance entities) in the planning process; and
  - (c) while the partners will use best endeavours to reach a consensus on the recommendations under clauses 65 and 66, there may be different views presented in those recommendations.
69. The partners may agree in writing to modify the process above for a particular planning process.

### **Selection of commissioners**

70. Where the partners determine that a planning process meets the criteria set out in clause 57(a) and/or (b), the Council staff will seek recommendations from the Trust Board staff (in conjunction with other joint management agreement/mana whakahono a rohe partners) on an appropriately qualified iwi commissioner to sit on the hearings panel.
71. Other matters relating to any hearings panel that may also be discussed by the joint working party, taking into account integration with other RMA processes include, but are not limited to:
  - (a) Number of members appointed by the Council;
  - (b) Number of independent hearing commissioners selected by Council;
  - (c) The criteria which shall be used to select independent hearings commissioners; and
  - (d) An independent chairperson jointly appointed and/or agreed by the Trust Board and Council.

### **Private plan changes**

72. Where the Council is aware of a private plan change application, it will actively encourage the applicant to engage early with the Trust Board staff prior to the lodgement of a private plan change application and, subject to applicant agreement, will facilitate Trust Board staff participation in formal pre-lodgement meetings.
73. If a private plan change request is made under clause 21 of Schedule 1 of the RMA, Council staff will contact Trust Board staff as soon as practicable to discuss the extent to which the proposal meets the criteria set out in clause 57(a) and/or (b).
74. Where Council staff and Trust Board staff determine that the request meets the criteria set out in clause 57(a) and/or (b):
  - (a) the Trust Board staff may provide advice to the Council staff in determining the potential effects of the proposed plan change;
  - (b) the commissioner selection process set out in clause 70 will be undertaken; and
  - (c) Council staff and Trust Board staff may also discuss the other matters in clause 71.

### **Other matters**

75. Where clause 57(b) applies, Te Kaupapa Kaitiaki must be recognised and provided for in accordance with section 181 of the Ngāti Tūwharetoa Claims Settlement Act 2018.
76. The Trust Board and the Council will each bear its own costs of complying with this planning part of the agreement.
77. Schedule 7 of the LGA does not apply to the Trust Board and the Council when they carry out the duties and functions or exercise the powers described in this planning part of this agreement.

## **RESOURCE CONSENT PROCESS**

### **Preliminary matters**

78. Clauses 79 to 107 apply to resource consent processes relating to:
- (a) the Upper Waikato River and activities within its catchment affecting the Upper Waikato River; or
  - (b) Taupō Moana and activities within its catchment affecting Taupō Moana.
79. The Council agrees that:
- (a) at all times throughout the resource consent process, the Trust Board must be given reasonable and sufficient time and support to participate in the process and provide information in relation to the impact of the application on Ngāti Tūwharetoa values; and
  - (b) it is essential that resource consent applicants are appropriately informed of Ngāti Tūwharetoa values throughout the process, including as appropriate through the provision of a cultural impact assessment.
80. The partners acknowledge that:
- (a) engagement with the Trust Board does not replace the need for engagement with marae and hapū and other relevant groups (including other post-settlement governance entities);
  - (b) the Trust Board is unlikely to be the sole affected party for any particular resource consent application; and
  - (c) where the Trust Board considers it reasonably necessary, it may elect to assist the Council with identifying marae and hapū who may be affected.
81. The partners agree to approach the resource consent process in the following four stages.

### **Stage One: Pre-application advice**

82. The Council will identify resource consent applications within the JMA area that may be of particular interest to the Trust Board including, but not limited to:
- (a) archaeological land;
  - (b) Māori-owned land;
  - (c) sites of significance; or
  - (d) the foreshore protection area.
83. If the Council identifies a resource application under clause 78, the Council will refer the applicant to the following documents:
- (a) the Tūwharetoa Environmental Iwi Management Plan;
  - (b) Te Kaupapa Kaitiaki; and
  - (c) Te Ture Whaimana o te Awa o Waikato.

84. The Council will also encourage and guide the applicant to engage with the Trust Board early in the process and for the applicant to provide complete information so as to avoid delays later in the process.
85. In addition to clause 84, the Council may (if the applicant agrees) provide a summary of a proposed resource consent application to the Trust Board through the regular notifications email.
86. The Council may provide to the applicant relevant contact details for the Trust Board and for the relevant hapū representatives. This information would be noted in any pre-application meeting minutes.
87. On receipt of information on the proposed application, the Trust Board and/or hapū representatives may elect to inform the Council and the applicant what engagement and other processes may be appropriate (for example, a hui or a cultural impact assessment).

#### **Stage Two: Council receipt and review of resource consent application**

88. Once a resource consent application is received, the Council must process that application and may return it as incomplete within 10 working days after the application was lodged under section 88(3) of the RMA.
89. The Council will email the application to the Trust Board as soon as possible and no later than five working days after lodgement of the application. The information provided to the Trust Board must be the same as would be provided through the limited notification process or as otherwise agreed between the Trust Board and the Council.
90. The resource consent application will be reviewed by the Council's resource consent manager who will consider and determine (where relevant):
  - (a) whether the application meets the criteria referred to in clause 82;
  - (b) whether the documents identified in clause 83 have been considered and referenced in the application;
  - (c) whether there has been appropriate engagement with the Trust Board, marae and/or hapū;
  - (d) whether there has been any initial feedback from the Trust Board, marae and/or hapū; and
  - (e) any other relevant matters under this agreement or the RMA.
91. If the resource consent manager is not satisfied with the application in terms of the matters referred to in clause 90, the Council may elect to do one or more of the following:
  - (a) contact the applicant to discuss those matters;
  - (b) return the application under section 88(3) of the RMA;
  - (c) defer consideration of the application pending applications for further consents under section 91 of the RMA; and/or
  - (d) request further information under section 92 of the RMA.

92. The Trust Board's expectation is that if appropriate engagement with the Trust Board and/or hapū has not taken place, or the relevant documents in clause 83 have not been considered and appropriately referenced in the application, the Council should return the application under section 88(3) of the RMA, defer consideration of the application under section 91 of the RMA or seek further information under section 92 of the RMA. That will provide time for appropriate engagement and for feedback from the Trust Board and/or hapū to inform the Council's decision in terms of the potential impacts of the application on Ngāti Tūwharetoa values.

### **Stage Three: Processing the resource consent application**

93. The next step in the process is for the Council to decide whether notification of the resource consent application is required under the RMA.
94. As part of that process, the Council will need to decide whether:
- (a) the Trust Board and/or hapū are affected parties; and
  - (b) whether the application should be non-notified, limited or publicly notified.
95. Prior to making the notification decision, the Council will use its best endeavours to engage with the Trust Board to better inform that decision.
96. In making a notification decision, the Council will consider the potential impact on Ngāti Tūwharetoa values and the cultural, environmental and social implications for the Trust Board and/or hapū, including as a result of:
- (a) any feedback received through engagement; and
  - (b) an assessment of the known and likely adverse environmental effects and cultural effects (including as indicated in any cultural impact assessment).
97. Where an application for resource consent within the JMA area is to be publicly notified in accordance with section 95A of the RMA, the Council will notify the Trust Board directly as an iwi authority.

### **Stage Four: Decision-making**

98. Following the notification decision, the next step is for a decision to be made on the resource consent application.
99. If the application is to be publicly or limited notified, there is an opportunity for the Trust Board to participate in the decision-making process including in relation to appropriate conditions to be imposed should consent be granted and through the appointment of commissioners.
100. The Council agrees to consider the appointment of qualified commissioners nominated by the Trust Board and/or hapū to hearing panels for relevant notified applications when requested by the Trust Board and/or hapū.
101. The Trust Board will:



- (a) provide a list of qualified commissioners to the Council and keep that list up to date; and
  - (b) in relation to a particular resource consent application, notify the Council whether it and/or hapū requests that a commissioner be appointed from that list.
102. Where a resource consent application is non-notified and where requested by the Trust Board and agreed to by the applicant, the Council will facilitate an opportunity for the Trust Board to provide comment on the proposed conditions of the resource consent.

### **Stage Five: Monitoring and Enforcement**

103. The Council will endeavour to keep the Trust Board informed of any monitoring of or enforcement activity it undertakes for the resource consent.

### **Other matters**

104. Until the obligation set out in clause 75 has been complied with, when deciding or processing an application for a resource consent or a review of the conditions of a resource consent that relates to an activity listed in section 184(1)(b) of the Ngāti Tūwharetoa Claims Settlement Act 2018, the Council must have particular regard to Te Kaupapa Kaitiaki.
105. The Council will engage with the Trust Board in relation to the following matters and in a manner consistent with this part of the agreement (with necessary modification):
- (a) RMA section 87E: prior to making a decision on whether to agree to the direct referral of an application to the Environment Court;
  - (b) RMA sections 127 to 128: prior to commencing a process to change, cancel or review of conditions of a resource consent; or
  - (c) RMA section 221: prior to making a decision to review, vary or cancel any condition in a consent notice.
106. The Trust Board and the Council will each bear its own costs of complying with this resource consent part of the agreement.
107. Schedule 7 of the LGA does not apply to the Trust Board and the Council when they carry out the duties and functions or exercise the powers described in this resource consent part of this agreement.

## **CUSTOMARY ACTIVITIES**

### **Preliminary matters**

108. Clauses 109 to 117 apply to customary activities relating to:
- (a) the Upper Waikato River and activities within its catchment affecting the Upper Waikato River; and/or
  - (b) Taupō Moana and activities within its catchment affecting Taupō Moana.
109. This section sets out a process for the Trust Board and the Council to explore whether customary activities:

- (a) could be undertaken within the JMA area without the need for authorisation from the Council; and/or
  - (b) could be provided for as permitted activities in the district plan or otherwise enabled (if necessary) in other Council plans, bylaws or other documents.
110. This process may be initiated by the Trust Board or the Council at any time and when considered reasonably necessary. The processes set out below apply following the initiation of the process.

### **Stage One: Collective understanding of customary activities**

111. Trust Board staff and Council staff will work together to agree a process that builds a collective understanding of the customary activities that are, or have been, undertaken by whānau and hapū within the JMA area.
112. These customary activities may include, but are not limited to:
- (a) flora, fauna, soils and mud used for customary activities;
  - (b) sites and areas where customary activities are, or have been, undertaken;
  - (c) customary practices such as rahui and mātaihai; and
  - (d) seasons when customary activities are undertaken.
113. The process will also build an understanding of:
- (a) existing barriers to undertaking customary activities; and
  - (b) opportunities to enhance customary activities.
114. The outcome of this process will inform stages two and three.

### **Stage two: Evaluation of Council plans, strategies and bylaws**

115. If the Trust Board staff identify situations where customary activities are not able to be undertaken without Council authorisation, Trust Board staff and Council staff will meet to discuss and agree on a process to evaluate the relevant Council plans, bylaws or other documents. The purpose of that evaluation process will be to establish whether the customary activities are unreasonably constrained and if a formal review of the relevant document should be undertaken.

### **Stage three: Amendments to plans, strategies and bylaws (if required)**

116. If Trust Board staff and Council staff agree an amendment to any plan, bylaw or other document is desirable, Trust Board staff and Council staff will:
- (a) agree the timeframe and process for reviewing and amending the particular plan, bylaw or other document;
  - (b) co-draft the content of the amendment; and
  - (c) jointly recommend the amendment to the Trust Board and the Council.
117. The partners acknowledge that:

- (a) the process for considering and agreeing the timing and extent of any review and amendment process will need to include consideration of:
  - (i) the timing of any reviews of the relevant documents already planned; and
  - (ii) the ability of the partners to provide resources for the review; and
- (b) as the administrator of its plans, bylaws and other documents, the Council will make the final decision on any amendment.

## **FURTHER MATTERS**

### **Preliminary matters**

118. The partners have agreed to extend this agreement to cover the additional duties, functions, or powers referred to in this part, in so far as they relate to the JMA area.

### **Capability and capacity building**

119. The partners acknowledge that:

- (a) a critical aspect of operationalising this agreement is supporting Council staff and Trust Board staff to understand the overarching provisions of this agreement (the shared vision, background to this agreement, purpose, scope and relationship principles) and to implement them in their day-to-day work, where it affects those matters; and
- (b) there is an opportunity to effect organisational culture change, to support a new and improved way of working together. To effectively achieve this outcome, two-way capability and capacity building is required.

120. The partners consider capability and capacity building should be the subject of a joint project.

121. Scoping of that project will include consideration of a range of options, including:

- (a) agreement relationship inductions for governors, staff and contractors, with a focus on the matters outlined in the background to this agreement, particularly the relevance of the 1926 Act, 1992 and 2007 Deeds and Upper Waikato River Act;
- (b) the role of wānanga, marae visits, hīkoi / haerenga and site-visits;
- (c) Ngāti Tūwharetoa competency training for Council staff (such as a Ngāti Tūwharetoa perspective on rangatiratanga and Tiriti o Waitangi partnership);
- (d) production of guidance to support practical application of the relationship in the day-to-day work of staff;
- (e) the role of procurement policies;
- (f) the potential for secondments between the organisations; and
- (g) the opportunity to build the understanding and awareness of Trust Board staff of local government purpose, processes, decision making requirements and specific work areas such as the development of the long-term plan and the infrastructure and financial strategies.

122. The partners intend that the capability and capacity building project will address how the agreed project outcomes can be embedded in business-as-usual activities for the organisations.

### **Reform and other application responses**

123. The partners acknowledge:

- (a) that they are each regularly invited to respond to the following matters of mutual interest:
  - (i) central government policy and legislative proposals, including discussion and consultation documents, and proposed regulations, rules and bills; and
  - (ii) third-party applications for approval, including under statutes such as the Fast-track Approvals Act 2024; and
- (b) their shared vision and purpose give rise to the potential for common positions to be taken when responding to matters of mutual interest, and the partners are stronger when advocating together.

124. The partners agree to use best endeavours to keep connected on matters of mutual interest, including taking any of the following actions:

- (a) promoting open communication and the free exchange of information between Trust Board and Council staff;
- (b) early engagement on matters of mutual interest, to inform high-level positions and support preparation to respond to future proposals;
- (c) meeting to discuss and understand respective positions on any given policy, legislative or application proposal; and
- (d) sharing draft responses or collaborating on joint responses.

125. The partners acknowledge that the Trust Board and Council have their own internal timeframes and approval processes that may render certain actions unsuitable for a given matter.

### **Section 33 transfers of power**

126. Section 33 of the RMA enables a local authority to transfer any one or more of its functions, powers or duties under the RMA to an iwi authority, except the power of transfer.
127. In 2020, Ngāti Tūwharetoa became the first iwi in the country to be transferred powers under section 33 of the RMA, when the Waikato Regional Council transferred its water quality monitoring functions to the Trust Board. This remains Aotearoa's only example of a section 33 transfer to an iwi authority.
128. The partners acknowledge that a section 33 transfer has potential for mutual benefit for both partners. It supports the Trust Board to exercise a degree of rangatiratanga in its rohe, and the Council to enable delivery of improved resource management outcomes for the Taupō district, including where the Council may have resource or other constraints.

129. The partners commit to working together to investigate opportunities to transfer any one or more of the Council's functions, powers or duties under the RMA to the Trust Board, including:
- (a) having section 33 transfers as a standing agenda item for the meetings of the Joint Committee;
  - (b) actively encouraging Council and Trust Board staff to identify and raise matters for which a section 33 transfer might be appropriate; and
  - (c) maintaining a register for Council and Trust Board staff to record those matters and reasons for their view, for review at the meetings of the Joint Committee.

### **Economic development and investment opportunities**

130. The partners acknowledge that:
- (a) they both play a role in stimulating the local economy, including as direct contributors through economic development and investment; and
  - (b) working together may unlock greater opportunities for economic development and investment, including in terms of scale and magnitude of impact.
131. The partners agree to discuss, from time to time through their Chief Executives, opportunities to collaborate on economic development and investment projects where there is the potential for mutual interest.
132. The partners acknowledge that:
- (a) the Trust Board and Council each have economic development and investment relationships with other partners; and
  - (b) this commitment is not intended to impact their ability to freely pursue economic development and investment opportunities through those other relationships.

### **Early engagement on service infrastructure projects**

133. This section applies to service infrastructure projects relating to:
- (a) the Waikato River and activities within its catchment affecting the Waikato River; or
  - (b) Taupō Moana and activities within its catchment affecting Taupō Moana.
134. In this agreement, **service infrastructure** includes:
- (a) water service infrastructure (including in relation to three waters);
  - (b) roading infrastructure (including roads and footpaths); and
  - (c) local purpose reserves (including stormwater reserves and road reserves).
135. The following process enables the partners to work together from an early stage in relation to service infrastructure projects.

### ***Initial processes***

136. In the initial stages, Council staff will identify potential projects that meet the criteria set out in clauses 133 and 134, and will engage with Trust Board staff for them to identify which

projects the Trust Board would like to be involved in. Service infrastructure projects will generally be included in the long-term plan although those projects can be proposed at other times as well.

137. Trust Board staff and Council staff will agree a process for working together in relation to each service infrastructure project identified in clause 136 including in relation to (by way of example):
- (a) governance arrangements for the project;
  - (b) working groups;
  - (c) project processes and timeframes;
  - (d) processes for Trust Board staff or contractor participation in the project processes;
  - (e) how impacts on Tūwharetoa values will be assessed and addressed; and
  - (f) resourcing and capability building.

#### *Investigating options*

138. Once a project is identified and approved for further investigation, the next step is to identify and assess the potential options for delivering the project.
139. Trust Board staff and Council staff will discuss how Trust Board staff may participate in the options assessment process for a particular project, including in relation to (by way of example):
- (a) the range of options being assessed;
  - (b) the process and criteria for assessing those options; and
  - (c) participating in that assessment process.

#### *Identifying a preferred option*

140. Trust Board staff and Council staff will endeavour to reach consensus on the preferred option for the project, noting that consensus may not be possible in the circumstances.
141. In making the decision on the preferred option, the Council will give full consideration to Tūwharetoa values and Trust Board staff views and well as to other views and considerations.
142. The decision on the preferred option may be made through the long-term plan, annual plan or may be delegated to the Chief Executive.

#### *Detailed design and construction*

143. Unless already agreed as part of identifying the preferred option for the project, the Trust Board staff and Council staff will discuss the nature and extent of Trust Board staff involvement in the project delivery phase.

### **3-year work plan**

144. The partners will jointly develop a 3-year work plan (**3-year plan**) to advance agreed joint projects that are relevant to the shared vision.

### *Plan content*

145. The 3-year plan:

- (a) will set out projects that the partners will work on together, to restore and protect the health and wellbeing of Taupō Moana and the Upper Waikato River; and
- (b) will not generally cover service infrastructure projects (given those projects are intended to be captured by the process set out at clauses 133 to 143), except where appropriate to do so as a component of a larger project.

146. The 3-year plan will include the following sections:

- (a) background and context;
- (b) a description of each project including:
  - (i) rationale and purpose;
  - (ii) resourcing;
  - (iii) delivery timeframe; and
  - (iv) sequencing of stages and deliverables;
- (c) progress reporting; and
- (d) reviews and amendments.

### *Alignment with long-term plan process*

147. To ensure adequate funding and resourcing, the process to develop the 3-year work plan will align with the internal Council process to prepare and approve its long-term plan for each triennium.

148. Trust Board staff and Council staff will:

- (a) agree on the timeframes for the preparation of the 3-year plan; and
- (b) identify potential projects for inclusion in the 3-year plan and agree on which projects will be prioritised.

149. The partners acknowledge the detail required for each project to support decision-making for funding through the long-term plan process will vary and Trust Board staff and Council staff will collaborate to prepare the required project information.

150. As a minimum, there will need to be a description of the project, timing, the intended outcomes and the resource and budget requirements. Large-scale projects may require a business case.

151. The prioritised projects will be incorporated and considered alongside the Council's proposed work programme and budgets in the supporting information for the consultation document for the long-term plan.

152. The Trust Board will be free to submit on the consultation document for long-term plan in support of the inclusion of the proposed projects.

### *Finalisation and monitoring of 3-year plan*

153. Following the adoption of the long-term plan, the Trust Board staff and Council staff will review which projects have received funding and finalise the 3-year work plan to reflect those decisions.
154. The 3-year plan must be approved by the partners and the partners may agree to delegate that role to the Joint Committee.
155. The Joint Committee will be responsible for monitoring the progress of delivery against the 3-year plan. It is anticipated that the 3-year plan will be reviewed at least annually to reflect changing circumstances and those reviews should align with Council's annual plan processes.

### **REVIEW AND AMENDMENT OF AGREEMENT**

156. The partners:
  - (a) may at any time agree in writing to undertake a review of this agreement;
  - (b) agree to an initial review no later than five years after the signing of this agreement; and
  - (c) subject to clause 158, agree that a review will be undertaken if necessitated by changes to the legislation referred to in this agreement.
157. As a result of the review, if the Trust Board and the Council agree in writing that this agreement should be amended, then they may amend it without further formality.
158. The partners acknowledge that at the date of this agreement some topics covered in the agreement are the subject of major reform, and the agreement may need to be modified to reflect changed legislative processes. Where the partners agree that any amendments are of a minor or technical nature and are required to reflect legislative changes, the agreement may be modified by agreement in writing without undertaking a review in accordance with clause 156(c).
159. If this agreement is amended, the partners must give notice of the amendment to the Minister for the Environment and provide a copy of the amended agreement to the Minister.

### **ISSUE RESOLUTION**

160. The partners agree and acknowledge that for this agreement to be effective, the resolution of issues between them must be addressed in a constructive, co-operative and timely manner and in a manner consistent with good faith and the purpose and principles of this agreement.
161. If one party gives notice in writing to the other that there is an issue that needs to be resolved under this issue resolution process:
  - (a) as soon as practicable after receiving the notice, the Trust Board staff and Council staff will meet and work in good faith and in a manner consistent with the purpose and principles of this agreement to resolve the issue;



- (b) if the issue has not been resolved within 20 working days after receipt of the notice (or such longer period as agreed between the partners), the Chief Executives of the Trust Board and the Council will meet to work in good faith and in a manner consistent with the purpose and principles of this agreement to resolve the issue; and
- (c) if the dispute has still not been resolved within 30 working days after a meeting between the Chief Executives, and as a matter of last resort, the issue will be referred to the Chair of the Trust Board and the Mayor for resolution.

## **SUSPENSION OF AGREEMENT**

162. The Trust Board and the Council may agree in writing to suspend (in whole or in part) the operation of this agreement.
163. In reaching an agreement, the partners must specify the scope and duration of that suspension.

## **TERMINATION OF AGREEMENT**

164. There is no right to terminate this agreement.
165. In relation to any extended part of the agreement (the **Extension Matters**):
- (a) the partners agree that including Taupō Moana within the scope of this agreement is integral to giving effect to the shared vision, which requires an integrated, holistic, and co-ordinated approach;
  - (b) those parts may be terminated wholly or partly by one party giving the other party 20 working days' written notice;
  - (c) before either party exercises that right to terminate, the partners must work together to seek to resolve the issue giving rise to the wish to terminate, in a manner consistent with the principles set out in this agreement and if necessary the issue resolution processes set out in clauses 160 and 161.
166. Termination of part of this agreement does not affect the remaining part of the agreement.

## **WAIVER OF RIGHTS UNDER AGREEMENT**

167. The Trust Board may give written notice to the Council that:
- (a) it waives a right provided for in this agreement; or
  - (b) it revokes a notice of such a waiver.
168. The notice given by the Trust Board must specify the nature and duration of the waiver.

## **LEGAL FRAMEWORK**

169. Sections 36B to 36E of the RMA do not apply to this agreement.
170. The carrying out of a duty or function, or the exercise of a power, under this agreement has the same legal effect as if carried out or exercised by the Council.
171. This agreement is enforceable between the partners.

## **EXERCISE OF POWERS IN CERTAIN CIRCUMSTANCES**

172. The Council may exercise or perform a statutory power or function that is affected by this agreement on its own account and not in accordance with this agreement:

- (a) if the statutory timeframe for the exercise or performance of that power or function cannot be complied with under this agreement; or
- (b) in the event of an emergency.

173. The Council must as soon as practicable, give the Trust Board written or electronic notice of the carrying out of the function or the exercise of the power.

## **DEFINITIONS**

**Extension Matters** means:

- (a) the application of the JMA to Taupō Moana and activities within its catchment affecting Taupō Moana;
- (b) those matters set out at clauses 119 to 155;
- (c) in addition to (a) and (b) above:
  - (i) the resource consent provisions of this agreement at clauses 78 to 107, to the extent they apply beyond section 49(1)(b) of the Upper Waikato River Act;
  - (ii) the plan-making provisions of this agreement, to the extent they apply to selection of commissioners at clauses 70 and 71;
  - (iii) the monitoring and enforcement provisions of this agreement at clauses 46 to 56, to the extent they apply beyond section 47 of the Upper Waikato River Act.

**Taupō Moana** means Lake Taupō, all rivers and streams flowing into Lake Taupō and that part of the Waikato River flowing from Lake Taupō to Te Toka a Tia.

**Upper Waikato River** means the Waikato River (as defined under section 7 of the Upper Waikato River Act) flowing from Te Toka a Tia, to the extent that it is within the JMA area.

**JMA area** means the area outlined in Appendix 1.

**RMA** means Resource Management Act 1991.

**LGA** means Local Government Act 2002.

**SIGNED BY THE PARTNERS**

**SIGNED** for and on behalf of

**TŪWHARETOA MĀORI TRUST  
BOARD** by its authorised signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[name]

\_\_\_\_\_  
[role]

**SIGNED** for and on behalf of

**[TAUPŌ DISTRICT COUNCIL]** by its  
authorised signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[name]

\_\_\_\_\_  
[role]

APPENDIX 1

