

# JOINT MANAGEMENT AGREEMENT



**TŪWHARETOA**  
MĀORI TRUST BOARD

**Waikato**



**REGIONAL COUNCIL**  
*Te Kaunihera ā Rohe o Waikato*

# JOINT MANAGEMENT AGREEMENT

**DATED:** 2018

**PARTIES:**

1. **Tūwharetoa Māori Trust Board** (the **Trust Board**), a trust continued under section 10 of the Māori Trust Boards Act 1955 representing:
  - (a) its beneficiaries within the meaning of that Act, Ngāti Tūwharetoa; and
  - (b) the hapū of Ngāti Tūwharetoa with interests in the Waikato River.
2. **Waikato Regional Council** (the **Council**), a Regional Council duly constituted by the Local Government Act 2002.

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



# BACKGROUND

Ko Tongariro te Maunga  
Ko Taupō te Moana  
Ko Tūwharetoa te Iwi  
Ko te Heuheu te Tangata

Tongariro is the Sacred Mountain  
Taupō is the Lake  
Tūwharetoa is the Tribe  
Te Heuheu is the Man

- A. Ngā Hapū o Tūwharetoa are the descendants of Tūwharetoa, Tia and other tupuna who have occupied the Taupō Region continuously since the arrival of the Te Arawa waka. Ngāti Tūwharetoa are linked by whakapapa to their lands and their taonga. This connection establishes their mana whenua, kaitiakitanga and rangatiratanga, including their right to establish and maintain a meaningful and sustainable relationship between hapū, whanau and their taonga.
- B. As kaitiaki, Ngāti Tūwharetoa has an inherent obligation to ensure that the mauri, and the physical and spiritual health of their environment, inclusive of Taupō Waters and the Waikato River, is maintained, protected and enhanced.
- C. By Deeds with the Crown dated 28 August 1992 and 10 September 2007 the Trust Board is the trustee and legal owner of the bed, water column and air space of Lake Taupō and designated portions of the Waihora, Waihaha, Whanganui, Whareroa, Kuratau, Poutu, Waimarino, Tauranga-Taupō, Tongariro, Waipahi, Waiotaka, Hinemaiaia and Waitahanui Rivers and the Waikato River to the Te Toka a Tia, inclusive of the Huka Falls (the Taupō Waters). For the sake of clarity, Taupō Waters does not include the water over that land.
- D. The Trust Board's relationship to Taupō Waters is unique; it holds legal title as trustee and acts as kaitiaki for Taupō Waters. These fiduciary responsibilities over Taupō Waters to present and future generations underpins all the activities and aspirations of the Trust Board. The Parties recognise that Taupō Waters, and the Trust Board's fiduciary responsibilities are unique within the Waikato Region.
- E. On 31 May 2010, the Crown and the Trust Board signed a Deed in Relation to Co-Governance and Co-Management Arrangements for the Waikato River (the Deed). The Crown and the Trust Board entered into this Deed on behalf of its beneficiaries within the meaning of that Act, Ngāti Tūwharetoa, and the hapū of Ngāti Tūwharetoa with interests in the Waikato River. The Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (the Upper Waikato River Act) was enacted to give effect to the Deed.
- F. 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.
- G. Ngāti Tūwharetoa's interests in the Waikato River, extends 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, as shown in the Map in Schedule One.
- H. Ngāti Tūwharetoa hapū, through the Tūwharetoa Hapū Forum, ratified a Deed of Settlement settling their historical Treaty of Waitangi grievances with the Crown, which include claims within the Waikato River catchment and the wider Lake Taupō catchment.
- I. The Council is a Regional Council pursuant to the Local Government Act 2002 and subsequent amendments, and as such is responsible, amongst other things, for promoting the social, economic, environmental and cultural well-being of communities.
- J. The Council, under the Resource Management Act 1991 and subsequent amendments, is responsible for, promoting the sustainable management of natural and physical resources within its region. This is achieved through the exercise of various powers and functions that relate to the management, use, development and protection of natural and physical resources.
- K. The Council and the Trust Board entered into a Joint Management Agreement pursuant to the Upper Waikato River Act on 26 August 2016. The 26 August 2016 version of the Joint Management Agreement provided that Taupō Waters would be included in the scope of the Agreement within 18 months from 26 August 2016. This Agreement includes provision for Taupo Waters (in Part 3) and replaces the 26 August 2016 version.
- L. The Council is entering into this Agreement with the Trust Board pursuant to the Upper Waikato River Act.

# MATTERS AGREED

## 1 – SCOPE

1.1 This Agreement is made in three parts to cover the following:

- (a) Part 1 – Matters relating to the Waikato River and activities within its catchment affecting the Waikato River, as outlined in Schedule Two and matters relating to the waterways within Taupō Waters, as outlined in Schedule Three;
- (b) Part 2 – Matters relating solely to the Waikato River and activities within its catchment affecting the Waikato River, as outlined in Schedule Two; and
- (c) Part 3 – Matters relating solely to the waterways within Taupō Waters, as outlined in Schedule Three.

## 2 – PURPOSE

2.1 The purpose of this Agreement is to set out how the Parties will work together when carrying out the following duties and functions and exercising the following powers under the Resource Management Act 1991 (the RMA) in respect of matters relating to:

- (a) Monitoring and enforcement activities (section 47 of the Upper Waikato River Act);
- (b) Preparing, reviewing, changing or varying a RMA Planning Document (section 48 of the Upper Waikato River Act);
- (c) Considering applications for resource consents under Part 6 of the RMA (section 49 of the Upper Waikato River Act);
- (d) Providing for processes to explore customary activities (section 45(2) of the Upper Waikato River Act);
- (e) Exploring and giving effect to joint decision-making opportunities for resource consents, RMA Planning Documents and other Statutory and Non-Statutory Documents prepared by the Council (Statutory and Non-Statutory Documents) that affect Taupō Waters.
- (f) Joint decision-making on notified resource consent applications under section 104 of the RMA that are within Taupō Waters where a hearing is required.
- (g) Joint decision-making on private plan changes under clause 10(1) of Schedule 1 of the RMA that affect Taupō Waters.

## 3 – TERM

The Parties agree and acknowledge that under the Upper Waikato River Act this Agreement will commence on the Commencement Date and will remain in force for perpetuity.

## 4 – PRINCIPLES

4.1 The Parties acknowledge and agree that in working together they will act in a manner consistent with the following guiding principles:

- (a) Promote the overarching purpose of the Upper Waikato River Act, to restore and protect the health and wellbeing of the Waikato River for present and future generations;
- (b) Uphold Te Ture Whaimana for the Waikato River;
- (c) Uphold the principles of Te Mana o te Wai as outlined in Schedule Four;
- (d) Respect the tikanga, mana, rangatiratanga, rights, interests, obligations and responsibilities of Ngāti Tūwharetoa;
- (e) Recognise and provide for Ngāti Tūwharetoa values articulated in connection with the protection, guardianship, enhancement and restoration of ngā taonga tuku iho o Ngāti Tūwharetoa;
- (f) Give appropriate weight to the relevant documents provided for under the Upper Waikato River Act, including (but not limited to):
  - (i) the Upper Waikato River Integrated Managed Plan; and
  - (ii) the Trust Board's Environmental Plan,
- (g) Act in a manner consistent with the principles of Te Tiriti o Waitangi;
- (h) Promote the principles of co-governance and co-management for the Waikato River Catchment and Taupō Waters;
  - (i) Reflect a shared commitment to working together in good faith and in a spirit of co-operation;
  - (ii) Being open, honest and transparent in communications; and
- (iii) Using best endeavours to ensure that the purpose of this agreement is achieved in an enduring manner;
- (k) Recognise that this Agreement operates within statutory frameworks and that complying with those statutory frameworks, meeting statutory timeframes, and minimising delays and costs are important.

4.2 For the purposes of this Agreement:

- (a) Co-governance and co-management principles include:
  - (i) A collaborative approach that reflects partnership;
  - (ii) The highest level of good faith engagement; and
  - (iii) Strive for consensus decision-making as a general rule, while having regard to Council statutory timeframes and the mana and tikanga of Ngāti Tūwharetoa.

## 5 – DISPUTE RESOLUTION

5.1 The Parties 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 that is consistent with the Principles in Clause 4 of this Agreement.

5.2 The dispute resolution process is:

- |  |   |  |
|--|---|--|
| <p>(a) If the Parties cannot reach agreement or if one Party considers that there has been a breach of this Agreement then that Party may give written notice to the other Party that they are in dispute.</p> <p>(b) As soon as practicable upon receipt of the written notice, the Council and the Trust Board representative(s) will meet to work in good faith to resolve the issue.</p> | <p>(c) If the dispute has not been resolved within 20 Working Days of receipt of the written notice, the Chief Executive Officer of the Council and the Chief Executive Officer of the Trust Board will meet as soon as practicable to work in good faith to resolve the issue.</p> <p>(d) If the dispute has still not been resolved within 30 Working Days of a meeting between the Chief</p> | <p>Executive Officer of the Council and the Chief Executive Officer of the Trust Board as a matter of last resort, the respective Chairs (or nominee) will meet to work in good faith to resolve the issue.</p> <p>(e) At any point during the issue resolution process the parties may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues.</p> |
|--|---|--|

## 6 – SUSPENSION

6.1 The Council and the Trust Board may agree in writing to suspend, in whole or part, the operation of this Agreement. In reaching this decision, the Parties must specify the scope and duration of the suspension in writing.

## 7 – WAIVER OF RIGHTS

- |  |  |  |
|--|--|--|
| <p>7.1 The Trust Board may give written notice to the Council that it waives a right provided for in this Agreement.</p> | <p>7.2 The Trust Board must specify the extent and duration of the waiver in the notice.</p> | <p>7.3 The Trust Board may at any time revoke a notice of waiver by written notice to the Council.</p> |
|--|--|--|

## 8 – GUARDIANSHIP

- |   |   |   |
|---|---|---|
| <p>8.1 A co-governance committee will be established to be the guardian of this Agreement (the <b>Co-Governance Committee</b>).</p> <p>8.2 The purpose of the Co-Governance Committee is to ensure that the Agreement is being implemented to the satisfaction of both organisations and in accordance with the principles set out in Clause 4 of this Agreement. In achieving its purpose, the Co-Governance Committee may recommend actions to the Parties to achieve, or better achieve, the objectives of this Agreement.</p> | <p>8.2 The Co-Governance Committee will be made up of eight (8) members being four (4) representatives from the Council and four (4) representatives from the Trust Board who will meet annually, or more or less as may be agreed between the Parties.</p> <p>8.3 There will be co-chairs presiding over the meetings; each of the Parties will elect a co-chair and a deputy co-chair to represent the Council and the Trust Board.</p> <p>8.4 The role of the Co-Governance Committee is to ensure that this Agreement is being implemented to the satisfaction of both Parties and in accordance with the principles set out in Clause 4.</p> | <p>8.6 Staff members of the Council and the Trust Board may be invited by the co-chairs to attend Co-Governance Committee meetings for technical support.</p> <p>8.7 The Parties will each appoint a senior staff member to oversee the implementation of this Agreement; each taking responsibility for being the key point of contact.</p> <p>8.8 In accordance with clause 30(7) of Schedule 7 of the Local Government Act 2002, the Co-Governance Committee is not deemed to be discharged following each triennial election.</p> |
|---|---|---|

## 9 – REVIEW AND AMENDMENT

- |   |   |  |
|---|---|--|
| <p>9.1 The Parties agree that this Agreement is a living document which should be updated and adapted to take account of future developments.</p> <p>9.2 The initial review of this Agreement will take place no later than two years from the Commencement Date and biannually thereafter.</p> | <p>9.3 Additional reviews can be undertaken at any time, as agreed by the Parties.</p> <p>9.4 If the Parties agree to amend this Agreement then changes will be made by way of written variation to this Agreement.</p> | <p>9.5 The Parties will provide written notice of the changes and a copy of the amended Agreement to the Minister for the Environment.</p> |
|---|---|--|

## 10 – EXERCISE OF POWERS

- |   |   |   |
|---|---|---|
| <p>10.1 Subject to acting in accordance with the Principles in Clause 4 of this Agreement, the Council may carry out functions or exercise powers on its own account and not in accordance with this Agreement if:</p> <p>(a) an emergency situation arises; or</p> | <p>(b) a statutory timeframe for the carrying out of the function or the exercise of the power is not able to be complied with under this Agreement.</p> <p>10.2 As soon as practicable, the Council will provide the Trust Board with written notice of undertaking the above clause 10.1.</p> | <p>10.3 For the avoidance of doubt, the Trust Board may choose to enact the Dispute Resolution process in Clause 5 of this Agreement if it considers that adequate justification for the use of Clause 10.1 above does not exist.</p> |
|---|---|---|

## 11 – INFORMATION SHARING

- |   |   |  |
|---|---|--|
| <p>11.1 The Council will make available to the Trust Board all information held by the Council (subject to the Local Government and Official Information and Meetings Act 1987) where that information is requested by the Trust Board for the purposes of assisting them to exercise their mana, rights and responsibilities</p> | <p>in respect of the Waikato River and Taupō Waters and/or enabling the exercise of their rights fully under this Agreement.</p> <p>11.2 The Trust Board may make available to the Council, information where appropriate, and when requested by the Council,</p> | <p>to enable it to fulfill its obligations under legislation and under this Agreement. The Trust Board will not unreasonably withhold information where that information is necessary for the Council to fulfill its obligations under legislation and this Agreement.</p> |
|---|---|--|

## 12 – COMMUNICATION

- |   |   |   |
|---|---|---|
| <p>12.1 The Council and the Trust Board will establish and maintain effective and efficient communication with each other on a continuing basis including by:</p> <p>(a) The Trust Board providing, and the Council maintaining, contact details for the Trust Board personnel responsible for engagement under this Agreement;</p> | <p>(b) The Council providing, and the Trust Board maintaining, contact details for the Council personnel responsible for engagement under this Agreement; and</p> | <p>(c) Identifying and educating staff from both the Trust Board and the Council who will be working closely with each other from each respective Party and informing them of the obligations under this Agreement.</p> |
|---|---|---|

### 13 – EXTENSIONS TO THIS AGREEMENT

13.1 The Parties acknowledge that section 54 of the Upper Waikato River Act provides for the Council and the Trust Board to extend this Agreement to cover duties, functions or powers that are in addition to those provided for under this legislation.

13.2 The Parties agree that they may enter into discussion to extend this Agreement to cover other matters such as (but not limited to):

- (a) Research opportunities;
- (b) Joint projects;
- (c) Freshwater Management and Allocation;
- (d) Geothermal System and Feature Management;
- (e) Aquatic Pest management (flora and fauna);
- (f) Resource consent process and the effect of structures on the Trust Board's property;
- (g) Erosion and accretion around Lake Taupō and Tributaries;
- (h) Biodiversity enhancement;
- (i) Secondments and internships;
- (j) The Trust Board and Council staff education and awareness training; and
- (k) Working together to provide for Ngāti Tūwharetoa representatives to undertake the Making Good Decisions Programme, or equivalent RMA decision-making accreditation course (including through the development of precursor courses to the *Making Good Decisions* Programme that could be jointly run by the Council and the Trust Board to ensure that Ngāti Tūwharetoa representatives have the necessary skills and resources to undertake the Making Good Decisions Programme, or equivalent RMA decision-making accreditation course).

13.3 The progression and timing of the other matters set out in clause 13.2 will be subject to both Parties approval by their respective board/Council.

### 14 – OTHER MECHANISMS

14.1 This Agreement will operate in a manner that enhances, and does not negatively affect or derogate from, relevant redress mechanisms provided for in the Deed of Settlement of Historical Claims between Te Kotahitanga o Ngāti Tūwharetoa and the Crown.

14.2 The Parties record their view that this Agreement has been drafted to compliment any relevant redress provided for in the Deed of Settlement of Historical Claims between Te Kotahitanga o Ngāti Tūwharetoa and the Crown.

# PART 1

## WAIKATO RIVER & TAUPŌ WATERS

### 15 – SCOPE

15.1 The following clauses comprising Part 1 of this Agreement relate to both the Upper Waikato River Catchment and Taupō Waters, unless expressly provided for.

### 16 – ESTABLISHMENT OF A MONITORING FRAMEWORK

16.1 The Parties will establish and implement a jointly agreed monitoring framework within 18 months of the Commencement Date, or by an alternative date as may be mutually agreed by the Parties.

16.2 An initial meeting between the Parties will be held within six months of the Commencement Date, to agree on a programme to achieve a fully integrated monitoring framework.

16.3 The jointly agreed monitoring framework will be designed to:

- (a) For the Waikato River - give effect to Te Ture Whaimana through the restoration and protection of the health and wellbeing of the Waikato River, incorporating mātauranga Māori principles.
- (b) For Taupō Waters - to give effect to the Ngāti Tūwharetoa Environmental Plan, Ngāti Tūwharetoa Fisheries Plan, the Ngāti Tūwharetoa Taupō Waters Incident Prevention and Response Plan and any other relevant planning document as agreed by the Parties.

16.4 The monitoring framework will set out the priorities, programme and methodology for monitoring the matters set out in section 35(2)(a)-(e) of the RMA and the role of the Trust Board in the five yearly review provided for in section 35(2A) of the RMA.

16.5 The matters to be discussed and agreed in the development of the jointly agreed monitoring framework include:

- |  |   |  |
|--|---|--|
| (a) The matters outlined in 16.7 to 16.8 of this Agreement;                        | (c) The extent and frequency of monitoring of the waterways within Taupō Waters;  | (e) The development of joint recommendations between the Council and the Trust Board in response to monitoring framework findings. The recommendations may include proposals to change existing policy and/or methods, undertake section 128 RMA consent condition reviews or undertake enforcement in response to monitoring and reporting. |
| (b) The extent and frequency of monitoring of the Waikato river and its catchment; | (d) Integration of the Trust Board's cultural health indicators into the Council's and the jointly agreed monitoring framework and; and |  |

16.6 The Council and the Trust Board each bears its own costs for the establishment, implementation and cost of establishing, implementing and maintenance of the jointly agreed monitoring framework.

### 16.7 Regulatory Monitoring and Enforcement

16.7.1 Twice per year, or more or less as may be agreed between the Parties, the following matters will be discussed and agreed upon by Council and Trust Board staff:

- |  |   |   |
|--|---|---|
| (a) The priorities for monitoring the exercise of resource consents which are being exercised;                                 | cultural indicators within the Council's monitoring framework and reporting;  | (e) Appropriate responses to address the monitoring outcomes including the potential to pursue enforcement action under the RMA; and  |
| (b) The methods for and extent of monitoring of resource consents which are being exercised;                                   | (d) The potential for Iwi members/ personnel, nominated by the Trust Board, to participate in the monitoring and enforcement of resource consents which are being exercised, subject to the provision of any relevant and appropriate training; | (f) The response to any monitoring or enforcement needs identified in the Upper Waikato River Integrated Management Plan and the Trust Board Environmental Management Plan. |
| (c) Where required by the terms of the consent or any RMA Planning Document, the adoption and integration of the Trust Board's |   |   |

16.7.2 On an annual basis, the Council will report to the Trust Board on the monitoring and enforcement action they have taken in the preceding calendar year. This will be in a manner consistent with internal Council reporting and the monitoring framework.

### 16.8 State of the Environment Monitoring

16.8.1 The Parties acknowledge that the Council has a long-standing monitoring network for national and regional state of the environment reporting and trend analysis. The Parties will endeavour to ensure compatibility between any new monitoring undertaken pursuant to this Agreement and Council's existing monitoring obligations, where existing monitoring obligations appropriately address the matters in clause 16 of this Agreement.

16.8.2 Twice per year, or more or less as may be agreed between the Parties, the following matters will be discussed and agreed by Council and Trust Board staff:

- |  |   |  |
|--|---|--|
| (a) On-going priorities for state of the environment monitoring; | (c) The potential for Iwi members/ personnel, nominated by the Trust Board to participate in state of the environment monitoring; and | (d) Appropriate responses to address the outcomes of state of the environment monitoring including the potential review of planning documents and enforcement under the RMA. |
| (b) The methods and extent of this monitoring;                   |   |  |

16.8.3 Council staff engaged in monitoring and enforcement action will, as part of their ongoing professional development and induction processes for new staff, receive appropriate training to understand the monitoring framework, particularly the cultural indicators, any state of the environment reporting prepared by the Trust Board, and the Trust Board's Environmental Management Plan and other related and relevant plans.

## 17 – CUSTOMARY ACTIVITIES

17.1 The Parties will explore whether customary activities:

- |  |   |
|--|---|
| (a) can be carried out by Ngāti Tuwharetoa on the Waikato River and Taupo Waters, without the need for statutory authorisation from the Council; and | (b) Can be provided for as permitted activities in the Waikato Regional Plan. |
|--|---|

17.2 Subject to, and where consistent with, RMA principles and requirements, the Parties will explore opportunities to enable commercial freshwater aquaculture activities and associated research to be carried out by Ngāti Tuwharetoa on the Waikato River and Taupō Waters.

# PART 2

## WAIKATO RIVER

### 18 – SCOPE

18.1 The following clauses comprising Part 2 of this Agreement relate specifically to the Upper Waikato River Catchment.

### 19 – RMA PLANNING DOCUMENTS

#### 19.1 Policy Matters and Review of RMA Planning Documents

19.1.1 The Council and the Trust Board will meet at an operational level twice per year or more or less as may be mutually agreed between the Parties. The purpose of these meetings will be to discuss and consider policy matters, including the necessity for the preparation, review, change or variation to RMA Planning Documents to:

- |  |  |   |
|--|--|---|
| (a) Give effect to Te Ture Whaimana for the Waikato River; | (b) Implement those matters identified and agreed as priorities in Clause 15 of this Agreement as it relates to section 35(2)(b) of the RMA; and | (c) Address any issue identified in the Upper Waikato River Integrated Management Plan and/or the Trust Board Environmental Plan. |
|--|--|---|

19.1.2 Where the result of discussions held at the operational meetings identifies that the preparation, review, change or variation to an RMA Planning Document may be required that relates to the scope of this Agreement, a Joint Working Party (JWP) shall be convened. The JWP members shall include in the first instance, the Council's Director Science and Strategy and the Trust Board's Planning Manager, and staff members invited by the Director and Manager.

19.1.3 The JWP will discuss and agree on:

- |   |  |   |
|---|--|---|
| (a) The purpose, process and programme for the preparation of the review, change or variation;    | how to involve the Co-Governance Committee (see clause 8); and   | taking into account integration and consistency with national planning templates and/or existing Waikato Region Resource Management Act planning documents. |
| (b) The engagement and participation process and programme with the Trust Board. This may include | (c) The general form and content of the RMA Planning Document to be drafted for the purposes of consultation and notification, |   |

19.1.4 As the result of discussions and agreement at JWP meetings, the JWP will prepare a joint recommendation to the Council on;

- |   |   |
|---|---|
| (a) Whether to commence the preparation, review, change or variation to a RMA Planning Document, including the process to | be adopted, taking into any account statutory requirements; and   |
|   | (b) The content of the RMA Planning Document to be notified under |

clause 5 of Schedule 1 of the RMA or subsequent amendments, or alternative RMA plan processes that may be agreed to by the parties.

19.1.5 Where agreement cannot be reached on the matters in 19.1.4 (a) and (b) above, the JWP in the first instance will seek to resolve any concerns. If the concerns persist, then the disputes resolution process in Clause 5 shall be followed or, if the Parties agree, the joint final recommendation will outline those matters that are not in agreement.

19.1.6 Prior to making the joint recommendation on the content and notification of the RMA Planning Document, the JWP will discuss the Trust Board's participation in decision making on the RMA Planning Document. The discussion will consider how matters relevant to the Trust Board are to be appropriately represented and acknowledged as part of the decision-making process, taking into account any processes specified in the RMA.

19.1.7 Other matters relating to any hearings panel that may also be discussed by the JWP taking into account RMA processes and integration with other RMA processes include, but are not limited to:

- |  |  |  |
|--|--|--|
| (a) Number of members appointed by the 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. |
| (b) Number of independent hearing commissioners selected by Council; |  |  |

19.1.8 The results of the discussions (set out in clauses 19.1.6 and 19.1.7) will be incorporated in the joint recommendation to the Council.

#### 19.2 Requests for Private Plan Changes

- |  |  |  |
|--|--|--|
| 19.2.1 If a request is made under clause 21 of Schedule 1 of the RMA, and relates to the Upper Waikato River Catchment, Council will provide a copy to the Trust Board as soon as practicable. | wishes to participate in the process under this Agreement.   | Manager, and staff members invited by the Director/Manager. The first meeting of the JWP will discuss the Trust Board's participation in the Private Plan Change process and seek agreement on the extent to which the process outlined in 16.1 of this Agreement is followed. |
| 19.2.2 The Trust Board's Chief Executive Officer will advise the Council whether the Trust Board   | 19.2.3 Should the Trust Board wish to participate in the process a JWP will be convened. The JWP members shall include in the first instance, the Council's Science and Strategy Director and the Trust Board's Planning |  |

#### 19.3 Council Initiated Plan Reviews, Changes and Variations

- |  |   |   |
|--|---|---|
| 19.3.1 The Council shall notify the Trust Board of any Council initiated RMA Planning Document preparation, review, change or variation that relates to the Upper Waikato Catchment, as early as practicable in the process. | Council whether the Trust Board wishes to participate in the process under this Agreement.  | Trust Board's Planning Manager, and staff members invited by the Director/Manager. The first meeting of the JWP will discuss the Trust Board's participation in the process and seek agreement on the extent to which the process outlined in 19.1 of this Agreement is followed. |
| 19.3.2 The Trust Board's Chief Executive Officer will advise the   | 19.3.3 Should the Trust Board wish to participate in the process a JWP will be convened. The JWP members shall include in the first instance, the Council's Science and Strategy Director and the |   |



## 20 – RESOURCE CONSENTS

20.1 This section applies to:

- |  |   |
|--|---|
| <p>(a) Applications listed in section 49(1) (a) of the Upper Waikato River Act for resource consent (including any section 127 of the RMA change application and any application for direct referral to the Environment Court located within or partly within the Upper Waikato River Catchment.</p> | <p>(b) Any resource consent for any of the matters listed at section 49(1) (a) of the Upper Waikato River Act involving land or water located within or partly within the Upper Waikato River Catchment where section 128 of the RMA provides Council the opportunity to review consent conditions.</p> |
|--|---|

### Resource Consents Engagement

20.2 For any application or condition review specified under clause 20.1 the Council:

- |   |  |  |
|---|--|--|
| <p>(a) Acknowledges the Trust Board is an iwi authority for the purposes of the RMA.</p>  | <p>agrees to respect that direction. For the avoidance of doubt, this provision does not affect the Council's statutory responsibility to determine whether the application should be notified or who is an affected person.</p>   | <p>(l) Will, every six months, provide the Trust Board with a list of priority resource consents specified under clause 20.1 above for which an opportunity for a review of consent condition(s) is approaching. Under this clause "priority resource consents" means those sites assigned in Council's compliance monitoring database as Priority 1 sites and other agreed Priority 2, 3 and 4 sites.</p> |
| <p>(b) The Council shall follow the process set out in Schedule 5 with respect to resource consents for activities within or potentially affecting Taupo Waters or the Waikato River from Huka Falls to Waipapa Stream.</p> | <p>(h) Jointly with the Trust Board, will develop and provide a guideline for applicants, advising of Te Ture Whaimana for the Waikato River, the role of the Waikato River Authority, the Upper Waikato River Integrated Management Plan and the Trust Board Environmental Plan. The guideline will be completed within 24 months of the Commencement Date.</p> | <p>(m) Will make the Trust Board aware of any review of consent conditions of any resource consent described at clause 20.1(b) above no later than five Working Days after advising the consent holder of the review, and invite formal comment from the Trust Board.</p>  |
| <p>(c) Acknowledges the Trust Board as a major stakeholder and representative of the Trust Board's beneficiaries with regard to activities affecting the Upper Waikato River Catchment.</p>                                 | <p>(i) Will, where appropriate, advise applicants of the need for their assessment of effects to address effects on tangata whenua and encourage applicants to complete cultural impact assessments.</p>   | <p>(n) Will take into account, and give appropriate weight to, any comments and/or reports received from the Trust Board within statutory timeframes when reporting making notification decisions and decisions on applications described in clause 20.1(a), including any reporting and recommendations on direct referral requests.</p>  |
| <p>(d) Acknowledges the Trust Board as the legal owner and sole trustee of Taupō Waters</p>   | <p>(j) Will give written or electronic notice to the Trust Board of the receipt of any application described in clause 20.1 as soon as practicable as and no later than two Working Days after receiving the application.</p>  |  |
| <p>(e) Acknowledges that the Trust Board may consider itself to be an affected party irrespective of the contents of this Agreement.</p>  | <p>(k) Will provide a copy of any applications described in clause 20.1 within two Working Days of receiving a request from the Trust Board.</p>   |  |
| <p>(f) Will actively encourage applicants to consult early with the Trust Board prior to the lodgement of an application and encourage the Trust Board's participation in formal pre-lodgement meetings.</p>                |  |  |
| <p>(g) Acknowledges that the Trust Board may advise applicants, Council and interested parties of the relevant hapū / Marae within Ngāti Tūwharetoa for direct consultation and engagement purposes and</p>                 |  |  |

20.3 For any application or condition review specified under clause 20.1 the Trust Board:

- |   |  |
|---|--|
| <p>(a) Acknowledges that Council must operate in terms of the timeframes and procedures as set out in the RMA;</p>                                  | <p>(c) Will provide comments to Council as soon as practicable;</p>  |
| <p>(b) Will engage with applicants and Council in an open and transparent manner, including holding meetings and providing comments in writing;</p> | <p>(d) Will, as soon as practicable, advise applicants, Council and interested parties of the relevant hapū / Marae within Ngāti Tūwharetoa for direct consultation and engagement purposes.</p> |

### Joint Development of Criteria to Assist Council Decision Making

20.4 In order to fulfil the requirements of section 49(2)(d) of the Upper Waikato River Act, criteria to assist Council decision making for pre-application processes and decisions under sections 87E, 88(3), 91, 92, 95 to 95F, 127 and 128 of the RMA will be developed. These criteria will be developed in conjunction with and agreed with the Council within 18 months of the Commencement Date.

# PART 3

## TAUPŌ WATERS

### 21 – SCOPE

21.1 On 26 August 2016, the Parties agreed that pursuant to section 44(1)(ii) of the Upper Waikato River Act, that matters relating to the waterways within Taupō Waters shall be included within the scope of this Agreement.

21.2 The following clauses comprising Part 3 of this Agreement relate specifically to matters relating to the waterways within Taupō Waters.

### 22 – JOINT DECISION-MAKING

22.1 The Parties will make the following decisions jointly in accordance with this Agreement:

- |   |  |
|---|--|
| (a) Decisions on notified resource consent applications under section 104 of the RMA within Taupō Waters that require a hearing (as provided for in clause 24 and Schedule Five of this Agreement); and | (b) Decisions on private plan changes under clause 10(1) of Schedule 1 of the RMA that affect Taupō Waters (as provided for in clause 24 and Schedule Five of this Agreement). |
|---|--|

22.3 The Parties agree to explore opportunities where the Parties may make decisions jointly over the following matters that affect Taupō Waters:

- |  |  |   |
|--|--|---|
| (a) Resource consent applications under section 104 that are notified but do not require a hearing (as provided for in clause 25); | (b) RMA Planning Documents (as provided for in clause 25); and | (c) Statutory and Non-Statutory Council Documents (as provided for in clause 26). |
|--|--|---|

### 23 – REVIEW PERIOD

23.1 In order to meet the objectives of both Parties to deliver efficient and effective joint decision making under this Agreement, 3 years following the execution of this Agreement, or following the completion of a joint decision making process under clause 22.1 (whichever occurs first), the Parties shall implement a review process of Part 3 of this Agreement.

23.2 Prior to commencing the review, the Parties shall agree the scope of matters to be reviewed, which may include, among other matters:

- |  |  |  |
|--|--|--|
| (a) The efficiency of the joint decision making process; | (d) Any impediments to the Parties working successfully together;  | or hinders the Parties in meeting their own legal obligations; and |
| (b) The quality of decision making;                      | (e) The degree to which the joint decision making process supports | (f) Costs  |
| (c) The management of conflicts;                         |  |  |

23.3 Unless otherwise agreed by the Parties, the review shall be completed within 6 months of clause 23.1 being triggered.

23.4 The outcome of the review shall be recorded in writing including identifying whether any changes to this Agreement are agreed by the Parties and if so, the timeframe for implementing those changes.

### 24 – NOTIFIED RESOURCE CONSENT APPLICATIONS THAT REQUIRE A HEARING AND PRIVATE PLAN CHANGES

24.1 This clause 24 relates to those joint decisions provided for in clauses 22.1(a) and (b) of this Agreement.

#### Hearing Commissioner Process, Representation and Appointment

##### Register

24.2 As soon as practicable following the signing of this Agreement the Parties will develop and maintain a register of accredited hearing commissioners as follows (the **Register**):

- |   |   |   |
|---|---|---|
| (a) The Trust Board will appoint at least four accredited hearing commissioners to the Register ( <b>Iwi Commissioners</b> ); and | (b) The Council will appoint at least four accredited hearing commissioners to the Register ( <b>Council Commissioners</b> ). | (c) The Trust Board and the Council will jointly appoint at least four accredited hearing commissioners who hold a chairing endorsement to the Register ( <b>Jointly Appointed Commissioners</b> ). |
|---|---|---|

24.3 In order to be appointed to the Register, any Iwi Commissioner, Council Commissioner or Jointly Appointed Commissioner must meet the minimum requirements including accreditation, experience and rates as set out in Schedule Five.

24.4 Parties may appoint accredited hearing commissioners to the Register at any time by giving written notice identifying the appointee and confirming that the minimum requirements are met. Jointly appointed hearing commissioners may only be appointed to the Register where written confirmation has been received from both Parties.

**Panel representation and hearing commissioner panel appointment where the Trust Board is not a submitter or an applicant**

24.5 The default number of hearing commissioner members for a panel is three (made up of one Iwi Commissioner, one Council Commissioner and one Jointly Appointed Commissioner).

24.6 The Parties may agree that for a particular application there will be five (5) or one (1) hearing commissioner sitting. In the case of:

- |   |  |
|---|--|
| (a) Where 5 commissioners are to be appointed, there will be two (2) Iwi Commissioners, 2 Council Commissioners and 1 Jointly Appointed Commissioner); or | (b) Where 1 commissioner is to be appointed, that commissioner will be appointed from the Jointly Appointed Commissioners section of the Register. |
|---|--|

24.7 The full hearing panel will be identified from the Register as soon as possible and appointed at least 20 working days prior to the hearing as follows:

- |   |   |  |  |
|---|---|--|--|
| (a) The Council will advise the Trust Board of the likely hearing date as soon as possible. | (b) The Trust Board and Council staff will convene as soon as | practicable (in a manner agreed by the Parties, including by telephone) and recommend the hearing commissioner panel to the Co-Governance Committee. | (c) The Co-Governance Committee will convene (in a manner agreed by the Parties, including by telephone) to confirm the hearing commissioner appointments and delegations. |
|---|---|--|--|

24.8 For the purpose of clause 24.5(c), where there are only two members present, they must be the co-chairs of the Co-Governance Committee.

**Panel representation and hearing commissioner panel appointment where the Trust Board is a submitter or an applicant**

24.9 Notwithstanding clauses 24.5-24.6 (inclusive), if the Trust Board is a submitter or an applicant, Council staff alone will recommend appointment of hearing commissioners from the Register to the Council's hearings subcommittee for appointment and delegations.

24.10 Clauses 24.3-24.4 apply to clause 24.9.

**Voting Rights**

24.11 All members of the hearing panel will have equal voting rights and the Chairperson has the casting vote in the case of a split vote.

**Conflicts of Interest**

24.12 Conflicts of Interest shall be considered and identified as early as possible in accordance with the Controller and Auditor Generals Guidelines: Managing conflicts of interest: Guidance for public entities, and brought to the attention of council officers and the chairperson and the Trust Board. The Parties will follow the process detailed in Schedule Five in relation to conflicts of interest.

24.12 Where a conflict of interest is confirmed then a new hearing commissioner shall be appointed from the Register as per clauses 24.3 to 24.10 above.

**25 – RESOURCE CONSENT APPLICATIONS THAT DO NOT REQUIRE A HEARING AND RMA PLANNING DOCUMENTS**

25.1 This clause 25 relates to those decisions provided for in clause 22.3(a) and (b) of this Agreement.

25.2 The Parties agree to explore opportunities, over the next two years from the Commencement Date of this Agreement, where the Parties may make decisions jointly over the following matters that affect Taupō Waters:

- |   |                             |
|---|-----------------------------|
| (a) Resource consent decisions that do not require a hearing; and | (b) RMA planning documents. |
|---|-----------------------------|

25.3 As soon as practicable, and no later than 6 months following the Commencement Date of this Agreement the Parties will agree a work-programme to give effect to clause 25.2.

**26 – STATUTORY AND NON-STATUTORY DOCUMENTS THAT AFFECT TAUPŌ WATERS**

26.1 Clause 26 relates to those decisions provided for in clause 22.3(c) of this JMA.

26.2 The Parties will, over the next twelve months from the Commencement Date of this Agreement, agree and confirm as an addendum an additional schedule to this Agreement that:

- |  |  |
|--|--|
| (a) identifies Council's Statutory and Non-Statutory Documents including the status of each and the date of development or review; and | (b) identifies a case-by-case process for how and when the Trust Board can be involved for each Statutory and Non-Statutory Document (noting that the Trust Board wishes to jointly make decisions about some of these documents). |
|--|--|

# DEFINITIONS AND INTERPRETATION

## 27 – DEFINITIONS AND INTERPRETATION

27.1 In this Agreement, unless the context requires otherwise:

**“Agreement”** means this Joint Management Agreement between the Parties.

**“Commencement Date”** means the date this Agreement is signed by both Parties (being \_\_\_\_\_ 2018).

**“Co-Governance Committee”** has the same meaning as set out in clause 8.1 of this Agreement.

**“Mātauranga”** means Māori world view, knowledge, perspective and culture.

**“Regional Policy Statement”** has the same meaning as set out in the RMA.

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

**“RMA Planning Document”** means a regional plan or regional policy statement.

**“Rohe”** means the geographical boundaries of Tūwharetoa.

**“Statutory and Non-Statutory Documents”** has the same meaning as set out in clause 2.1(e) of this Agreement.

**“Taupō Waters”** the bed, water column and air space of Lake Taupō and designated portions of the Waihora, Waihaha, Whanganui, Whareroa, Kuratau, Poutu, Waimarino, Tauranga-Taupō, Tongariro, Waipēhi, Waiotaka, Hinemaiaia and Waitahanui Rivers and the Waikato River to the Te Toka a Tia, inclusive of the Huka Falls. For the sake of clarity, Taupō Waters does not include the water over that land.

**“Trust Board Environmental Plan”** means the environmental plan that the Trust Board prepares and serves on the Council and other agencies.

**“Te Ture Whaimana”** means the vision and strategy for the Waikato River and has the same meaning as set out in the Upper Waikato River Act.

**“Upper Waikato River Integrated Management Plan”** has the same meaning as set out in the Upper Waikato River Act.

**“Upper Waikato River Act”** means the Ngāti Tūwharetoa, Raukawa and Te Arawa River Iwi Waikato Act 2010.

**“Upper Waikato River Catchment”** means Area B as defined by the Ngāti Tūwharetoa, Raukawa and Te Arawa River Iwi Waikato Act 2010, as shown on the map in Schedule Two.

**“Working Days”** has the same meaning as set out in the RMA.

27.2 Interpretation: In the construction and interpretation of this Agreement, unless the context otherwise requires:

(a) The introduction, headings and marginal notes do not affect interpretation of this Agreement;

(b) Where possible the same definitions under the Upper Waikato River Act have been utilised;

(c) Words importing one gender include other genders and a singular includes the plural and vice versa;

(d) A reference to a clause is a reference to a clause of this Agreement;

(e) At times the Upper Waikato River Act may need to be read in conjunction with this Agreement.

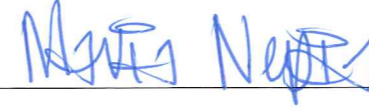
(f) A statute includes that statute as amended from time-to-time and an regulations, other Orders in Council, and other instruments issued or

made under that statute from time-to-time, as well as legislation passed in substitution for that statute; and

(g) A reference to one Party giving written notice to the other means that Party doing so in writing in an electronic form.

## EXECUTED BY:

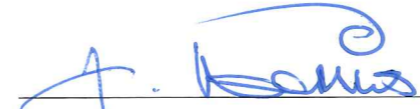
Signed for and on behalf of the **Tūwharetoa Māori Trust Board** by its Trustees:



MEMBER: MARIA NEPIA  
(CO-CHAIR JOINT COMMITTEE)



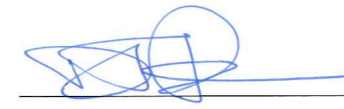
MEMBER: DANNY LOUGHLIN



MEMBER: JUDY HARRIS



MEMBER: HEEMI BIDDLE



SECRETARY: TOPIA RAMEKA

Signed for and on behalf of the **Waikato Regional Council** by its Councillors:



COUNCILLOR: ALAN LIVINGSTON  
(CO-CHAIR JOINT COMMITTEE)



COUNCILLOR: KATARAINA HODGE



COUNCILLOR: TIPA MAHUTA



WAIKATO REGIONAL COUNCILLOR REPRESENTATIVE

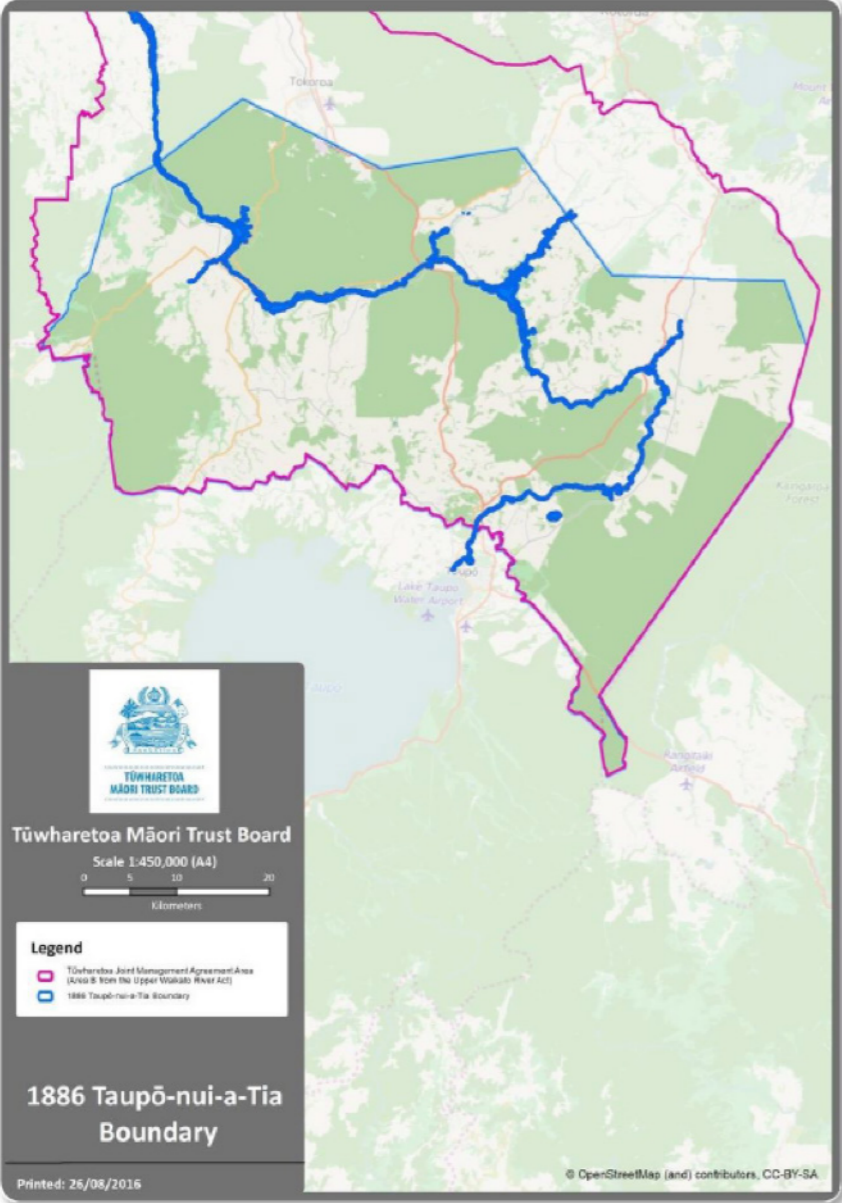
Councillor: Shu Kneebone



CEO: VAUGHAN PAYNE

# SCHEDULE ONE

Map Outlining Tūwharetoa Māori Trust Board 1886 boundary as it relates to the Upper Waikato Catchment (Area B from the Upper Waikato River Act)



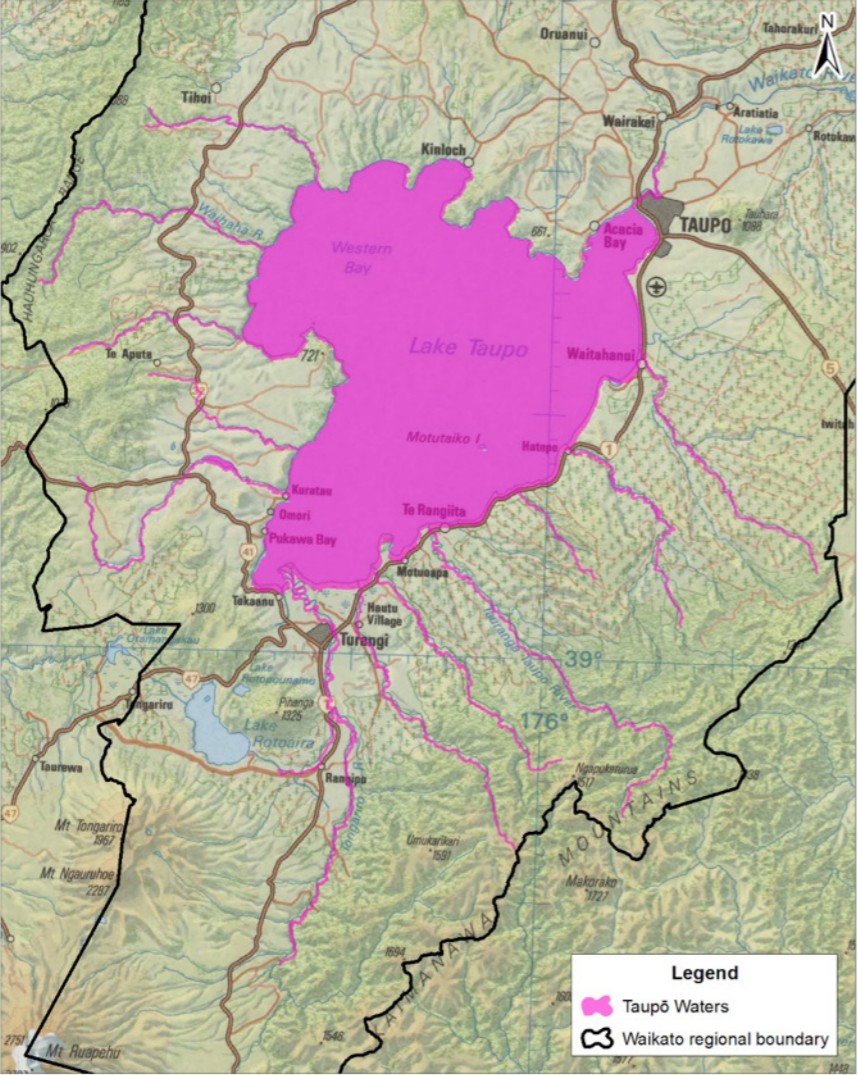
# SCHEDULE TWO

Map Outlining Upper Waikato Joint Management Area (Area B from the Upper Waikato River Act)



# SCHEDULE THREE

Map Outlining Taupō Waters Joint Management Area



**Acknowledgements and Disclaimers**  
 1. Taupō Waters is defined as the bed, water column and air space of Lake Taupō and designated portions of the Waikato, Waikare, Whanganui, Whareroa, Kuratau, Poutu, Waitemero, Tauranga-Taupo, Tongoro, Waipori, Waikaka, Horemeaia and Waitahanui Rivers, and the Waikato River to the Te Toka a Taia (inclusive of the Haka Falls).  
 2. Digital Boundary Data sourced from Statistics New Zealand. CROWN COPYRIGHT RESERVED.  
 3. Topographic 1:500,000 sourced from Land Information New Zealand data. Crown Copyright Reserved.

**Taupō Waters**

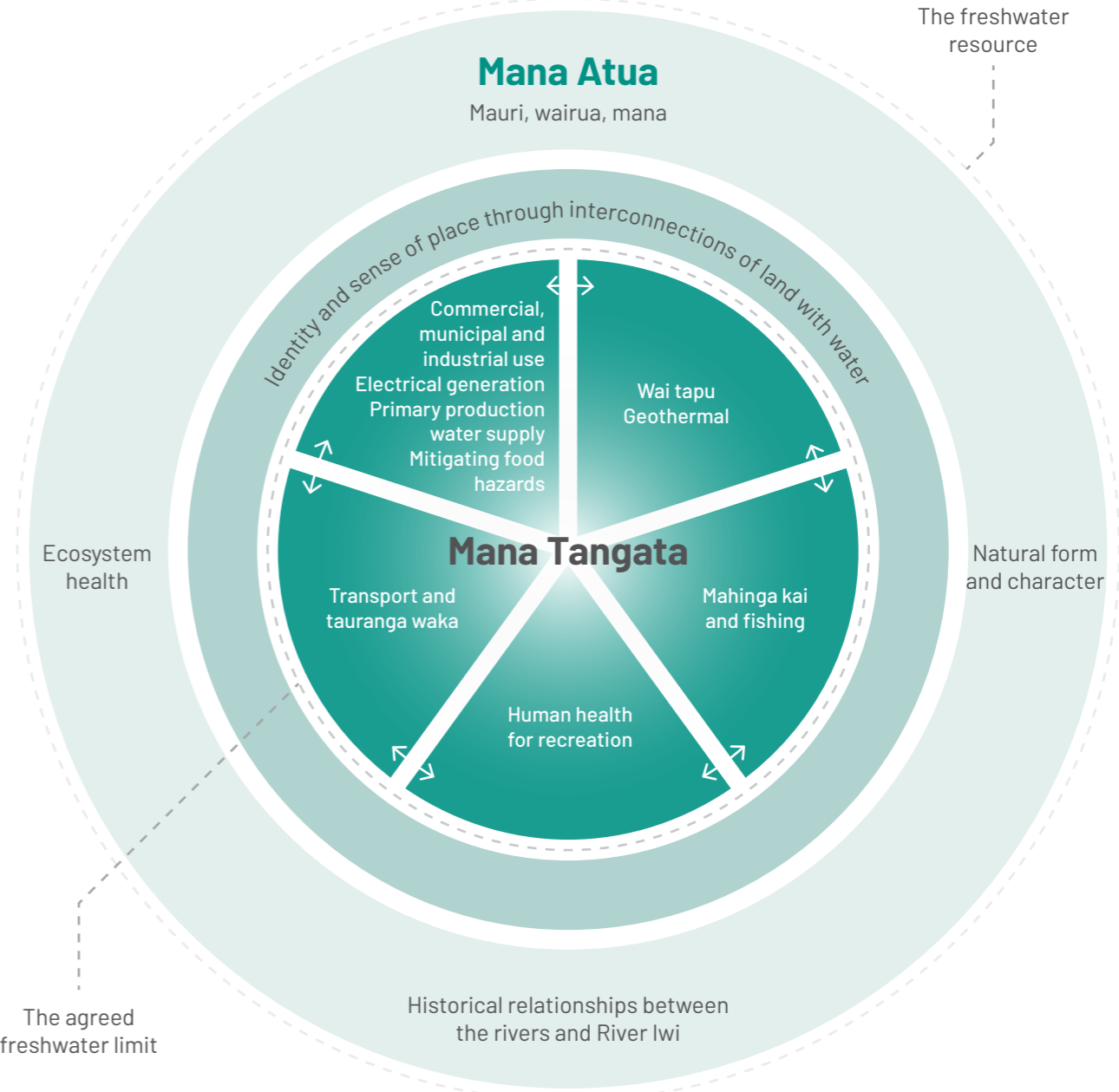
Created by: A. Jeffries  
 Date: 20/11/2017  
 Version: 1  
 Job No.: REQ125924  
 File: REQ125924  
 Authorisations in the Defined

**Waikato REGIONAL COUNCIL**  
 Te Kaitiaki a Māori o Waikato

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

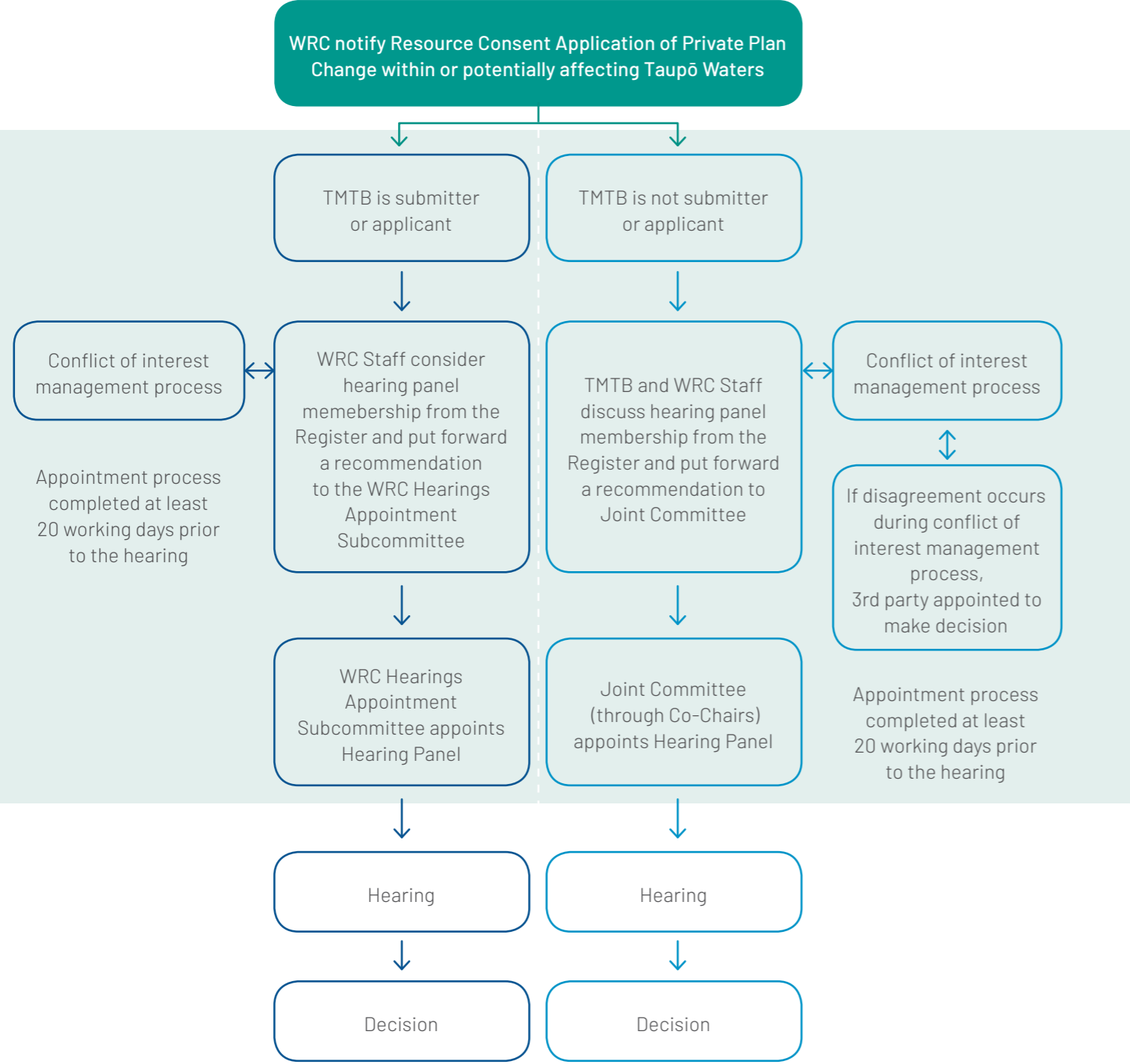
# SCHEDULE FOUR

Te Mana o te Wai<sup>1</sup>



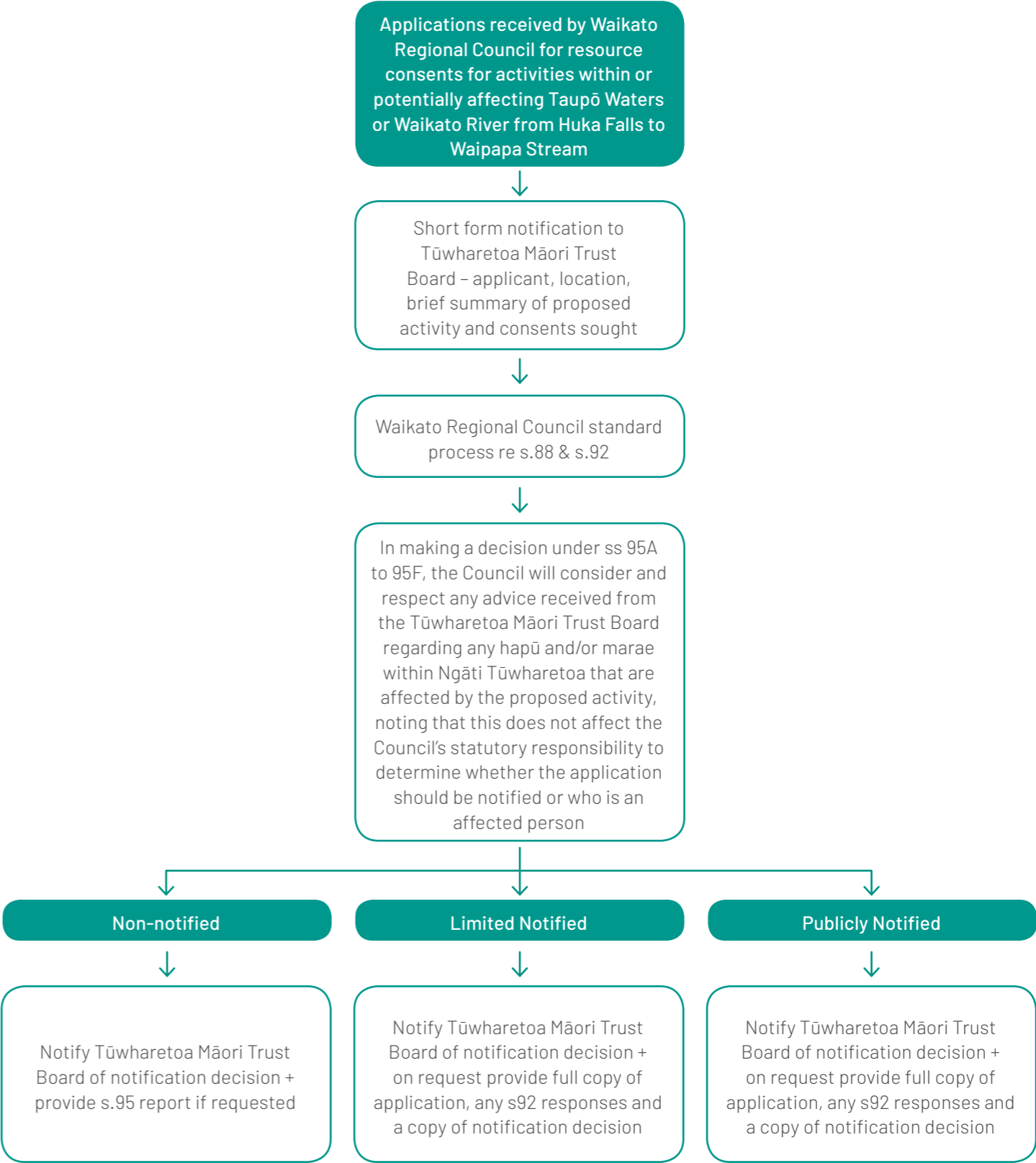
<sup>1</sup> This Agreement, clause 4.1(c). The Parties acknowledge that this was developed through a Plan Change process. Tūwharetoa articulate Te Mana o Te Wai according to their Tūwharetoa tikanga. This diagram is intended as an indicative guide for the Council to interpret Te Mana O Te Wai but the Parties acknowledge that they will continue to discuss their respective understandings of Te Mana o Te Wai together in the context of this Agreement.

# SCHEDULE FIVE



**Minimum requirements for Hearings Commissioners to be appointed to the Register:**

- Hold a current Making Good Decisions Accreditation endorsement; and
- Have an hourly charge out rate that is fair and reasonable relative to their skills and experience and not exceeding \$200 per hour unless an exemption is agreed in writing by the Parties.



# SCHEDULE SIX

## Conflicts of Interest Process

### Background

All council decision-makers must make decisions unaffected by personal interests. This principle gives rise to the rules about conflicts of interest and bias. Conflicts of interest sometimes cannot be avoided, and can arise without anyone being at fault. They are a fact of life. But they need to be

managed carefully. The public must have confidence that decision makers are acting impartially in their decision making. Hearing commissioner panel members (members) must adhere to the steps identified by the Auditor-General in relation to managing conflicts of interests:

1. Recognise that there is a conflict of interest;
2. Disclose the conflict of interest; and
3. Manage the risks associated with the conflict of interest.

### Decision

Council and Trust Board staff will in the first instance make the determination as to whether a conflict of interest is present for hearing commissioners after consultation with the relevant commissioner.

committee will convene (via telephone or electronic mail) to determine if a conflict of interest is present.

In the event that the two co-chairs are unable to reach agreement then an independent person will make the decision as to whether a conflict of interest is present. The Parties will take this decision as final.

At any time, a commissioner may be asked by Council and Trust Board staff to sign a declaration of interest form.

Each conflict will be considered on a case-by-case basis.

### Financial conflict

If a member has a financial interest they must consider the requirements of the Local Authorities (Members' Interests) Act 1968 which states that members cannot participate in matters before the local authority in which they have a financial interest, other than an interest in common with the public.

### Non-financial conflict

The question to be asked in determining if a non-financial conflict of interest exists is:

*"Is there a real danger of bias on the part of the member of the decision-making body, in the sense that he or she might unfairly regard with favour (or disfavour) the case of a party to the issue under consideration?"<sup>3</sup>*

A member is not precluded merely because he or she has Ngati Tūwharetoa whakapapa or any other iwi affiliations.

Examples of non-financial conflict of interest may include:

- Holding another public office;
- Being an employee, advisor, director, or partner of another business or organisation;
- Pursuing a business opportunity;
- Being a member of a club, society or association;
- Having a professional or legal obligation to someone else (such as being a trustee);
- Owning a beneficial interest in a trust;
- Owning or occupying a piece of land;
- Owning shares or some other investment or asset;
- Having received a gift, hospitality or other benefit from someone;
- Owning a debt to someone;
- Holding or expressing strong political or personal views that may indicate prejudice or predetermination for or against a person or issue; or
- Being a relative or close friend of someone who has one of these interests, or who could otherwise be personally affected by the decision.<sup>4</sup>

Disclosing conflicts of interest is the responsibility of the member concerned. It is better to err on the side of openness/caution and take a precautionary approach.

Members are required to consider and confirm that no conflict of interest exists, prior to their appointment to a hearing commissioner's panel. Bearing in mind that conflicts can arise at any time, and members need to remain alert to this possibility.<sup>5</sup> It is the responsibility of the member concerned to make a disclosure as soon as practicable after becoming aware of any interest that has not previously been declared.

There is a broad range of options for managing or mitigating a conflict, including:

- Taking no action, transparency is enough;
- Asking whether all the affected parties will agree to the person's involvement;
- Seeking a formal exemption to allow participation (if such a legal power applies); or
- Withdrawing from the hearing panel.

Several factors are relevant in determining the appropriate option, including:

- The type or size of the other interest;
- The extent to which the member's other interest could specifically affect or be affected by the decision or activity; or
- The nature or extent of the Member's current or intended involvement in the decision or activity.<sup>6</sup>

Other Sources of Guidance:

- Local Government New Zealand (2013), Elected Members' Governance Handbook.
- Controller and Auditor-General, (2010), Guidance for members of local authorities about the Local Authorities (Members' Interests) Act 1968.
- Controller and Auditor-General, (2007), Managing conflicts of interest: Guidance for public entities.

<sup>3</sup> Local Government New Zealand (2013), Elected Members' Governance Handbook, Wellington, page 59

<sup>4</sup> Controller and Auditor-General, (2007), Managing conflicts of interest: Guidance for public entities, Wellington, page 18

<sup>5</sup> Controller and Auditor-General, (2007), Managing conflicts of interest: Guidance for public entities, Wellington, page 27

<sup>6</sup> Controller and Auditor-General, (2007), Managing conflicts of interest: Guidance for public entities, Wellington, page 30



# SCHEDULE SEVEN

## SCHEDULE OF AGREED ACTIONS

TASKS REQUIRED WITHIN A SPECIFIED TIMEFRAME OF THE COMMENCEMENT DATE

### Project Tasks

Task	Section of Agreement	Action	Resp.	Due Date for Completion
<b>Part One – Waikato River and Taupo Waters</b>				
<b>Establishment of a Monitoring Framework</b>	16.1	Parties will establish and implement a jointly agreed monitoring framework within 18 months of the Commencement Date, or by an alternative date as may be mutually agreed by the Parties	All Parties	26th August 2019
	16.2	Initial meeting between the Parties will be held within six months of the Commencement Date, to agree on a programme to achieve a fully integrated monitoring framework	Both Parties	26th August 2018
<b>Part Two – Waikato River</b>				
<b>Resource Consents</b>	20.2(h)	Jointly with the Trust Board, will develop and provide a guideline for applicants, advising of Te Ture Whaimana for the Waikato River, the role of the Waikato River Authority, the Upper Waikato River Integrated Management Plan and the Trust Board Environmental Plan. The guideline will be completed within 24 months of the Commencement Date	Both Parties	26th February 2020
	20.4	In order to fulfil the requirements of section 49(2)(d) of the Upper Waikato River Act, criteria to assist Council decision making for pre-application processes and decisions under sections 87E, 88(3), 91, 92, 95 to 95F, 127 and 128 of the RMA will be developed. These criteria will be developed in conjunction with and agreed with the Council within 18 months of the Commencement Date	Council	26th August 2019

### Project Tasks

Task	Section of Agreement	Action	Resp.	Due Date for Completion
<b>Part Three – Taupo Waters</b>				
<b>Review Period</b>	23.1 & 23.3	In order to meet the objectives of both Parties to deliver efficient and effective joint decision making under this Agreement, 3 years following the execution of this Agreement, or following the completion of a joint decision-making process under clause 22.1 (whichever occurs first), the Parties shall implement a review process of Part 3 of this Agreement. Unless otherwise agreed by the Parties, the review shall be completed within 6 months of clause 23.1 being triggered	Both Parties	Following completion of a joint decision-making process or 26th February 2021 (whichever occurs first)
<b>Notified Resource Consent Applications that require a Hearing and Private Plan Changes</b>	24.2	As soon as practicable following the signing of this Agreement the Parties will develop and maintain a register of accredited hearing commissioners as set out in 24.2	Both Parties	As soon as practicable
<b>Resource Consent Applications that do not require a Hearing and RMA Planning Documents</b>	25.2	The Parties agree to explore opportunities, over the next two years from the commencement date of this Agreement where the Parties may make decisions jointly over resource consent decisions that do not require a hearing, and RMA planning documents, where they affect Taupō Waters	Both Parties	26th February 2020
	25.3	As soon as practicable, and no later than 6 months following the Commencement Date of this Agreement the Parties will agree a work-programme to give effect to clause 25.2	Both Parties	26th August 2018
<b>Statutory and Non-Statutory Documents</b>	26.2	The Parties will, over the next twelve months from the Commencement Date of execution of this Agreement, agree and confirm as an addendum an additional schedule to this Agreement that identifies Council's documents including the status of each and the date of review, and identifies a case-by-case process for how and when the Trust Board can be involved for each document	Both Parties	26th February 2019

ONGOING COMMITMENTS

Project Tasks

Task	Section of Agreement	Action	Resp.	Due Date for Completion
<b>Part One – Waikato River and Taupo Waters</b>				
<b>Establishment of a Monitoring Framework</b>	16.7.1	Twice per year, or more or less as may be agreed between the Parties, matters regarding regulatory monitoring and enforcement will be discussed and agreed upon by Council and Trust Board staff	Both Parties	Twice per year
	16.7.2	On an annual basis, the Council will report to the Trust Board on the monitoring and enforcement action they have taken in the preceding calendar year	Council	Annually
	16.8.2	Twice per year, or more or less as may be agreed between the Parties, state of the environment monitoring matters (as set out in 16.8.2) will be discussed and agreed by Council and Trust Board staff	Both Parties	Twice per year

Project Tasks

Task	Section of Agreement	Action	Resp.	Due Date for Completion
<b>Part Two – Waikato River</b>				
<b>RMA Planning Documents</b>	19.1.1	The Council and the Trust Board will meet at an operational level twice per year or more or less as may be mutually agreed between the Parties, to discuss policy matters including the necessity for the preparation, review, change or variation to RMA planning documents	All Parties	Twice per year
	20.2(j)	Will give written or electronic notice to the Trust Board of the receipt of any application described in clause 20.1 as soon as practicable as and no later than two Working Days after receiving the application	Council	Within two days of receiving an application
<b>Resource Consents</b>	20.2(k)	Will provide a copy of any applications described in clause 20.1 within two Working Days of receiving a request from the Trust Board	Council	Within two days of a request
	20.2(l)	Will, every six months, provide the Trust Board with a list of priority resource consents specified under clause 20.1 above for which an opportunity for a review of consent condition(s) is approaching. Under this clause “priority resource consents” means those sites assigned in Council’s compliance monitoring database as Priority 1 sites and other agreed Priority 2, 3 and 4 sites	Council	Every six months
	20.2(m)	Will make the Trust Board aware of any review of consent conditions of any resource consent described at clause 20.1(b) above no later than five Working Days after advising the consent holder of the review, and invite formal comment from the Trust Board	Council	Within five days of advising the consent holder



TŪWHARETOA  
MĀORI TRUST BOARD

