

# Information for TARIT–WRC Co-governance Hui

## **Purpose**

To provide shared background information for the TARIT–WRC co-governance hui, including the existing Waikato River settlement and JMA framework, the implications of local government reorganisation, and the matters that will require ongoing discussion in relation to continuity, transition, and future governance arrangements.

## **Overview**

Te Arawa River Iwi Trust (TARIT) is the PSGE representing Te Arawa River Iwi interests under the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010. This is joint Waikato River settlement legislation shared with Raukawa and Tūwharetoa and sits within the broader Waikato River co-governance framework established through Te Ture Whaimana and the Waikato River arrangements.

This sits within a broader statutory landscape for WRC, which includes obligations arising across multiple Treaty settlement frameworks, joint management arrangements, statutory acknowledgements, and related commitments with iwi across the region. Current mapping indicates approximately 170 Treaty settlement obligations, 215 JMA obligations, 27 Co-Managed Lands Agreement obligations, 82 pending Treaty settlement obligations, and 6 Mana Whakahono ā Rohe processes underway. So, the full picture is wider than the arrangements addressed in this paper, and work is underway to bring those obligations together to support a more informed understanding of transition implications across the local government system.

In this regard, WRC is developing a statutory obligations register to bring together the obligations it currently holds across Treaty settlement legislation, joint management arrangements, statutory acknowledgements, and related commitments. This will provide a clearer baseline for transition planning. To build a complete picture across the wider local government system, a corresponding exercise will also need to be completed over time by the relevant territorial authorities.

## **Current WRC-TARIT statutory arrangements include:**

- 25 Treaty settlement obligations
- 25 Joint Management Agreement obligations
- 7 statutory acknowledgements under Affiliate Te Arawa settlement arrangements

The Waikato River settlement framework in the Upper Waikato is a mature and established operating environment, with around 15 years of practical implementation experience. The relationship between iwi and councils is already expressed through active governance, consent processes, integrated river management planning, monitoring, hearings participation, and regular operational engagement. The legislation also spans multiple territorial

authorities, including Rotorua Lakes Council, South Waikato District Council, Taupō District Council, Hamilton City Council, Waipā District Council, and Waikato District Council, meaning the current arrangements already operate across multiple councils and planning systems. Another relevant connection is the relationship between Waipā and Te Nehenehenui, which also sits within the wider river and local government context. Reform therefore needs to consider:

- the importance of Te Ture Whaimana as the central statutory foundation for the relationship;
- the joint legislative framework shared with other Waikato River Iwi;
- the operational maturity of current arrangements; and
- the shared interest in continuity, service levels, and maintaining trusted relationships in a way that does not diminish current arrangements.

### **Key Matters for Discussion**

- **Te Ture Whaimana remains central.** It continues to be a core statutory foundation for the Waikato River relationship and wider settlement framework.
- **Integrated river management remains important.** The Upper Waikato River spans multiple territorial boundaries, so any future model will need to support coherent planning, consenting, and catchment-wide implementation.
- **The relationship is well-established and operationally mature.** The Waikato River settlement framework is already given effect through co-governance, Treaty settlement, consenting, planning, and wider operational processes across iwi and councils.
- **Continuity is a key consideration.** Any future reorganisation process will need to preserve and carry forward existing settlement and JMA commitments in a clear and practical way.
- **The statutory obligations register is an enabling step.** WRC's statutory obligations register is intended to create a clear baseline of existing commitments so that future transition planning can be based on a shared understanding of what must continue.
- **Ongoing dialogue will be important.** Continued discussion will help identify the governance features, operational protections, and transition arrangements needed to give confidence that commitments will remain effective through any future change.

## **Opportunities and Potential Concerns**

**Opportunities:** A single unitary authority model could simplify engagement across the Upper Waikato catchment by creating one council relationship rather than multiple territorial authority interfaces. It may improve consistency in implementing Te Ture Whaimana, support genuinely integrated catchment management, reduce duplication across planning and consenting processes, and streamline coordination across iwi and councils. It may also provide opportunities for more coherent Māori representation and stronger council-wide Treaty capability.

**Potential concerns:** Potential concerns include continuity of relationships, retention of institutional knowledge, maintenance of current operational service levels, and how detailed JMA obligations would function within a new structure. There may also be concern regarding RM reform transition arrangements, the operation of hearing committees and consent processes under a new framework, resourcing commitments, and ensuring southern Waikato interests remain visible within a larger regional structure. Given the joint legislative framework and the wider Waikato River settlement context, a further consideration will be how coordination and relationships across Te Arawa River Iwi, Raukawa, Tūwharetoa, Waikato, Te Nehenehenui, and relevant councils are recognised and provided for within a reformed governance system.

## TE ARAWA RIVER IWI TRUST (TARIT) - OBLIGATIONS REGISTER

Compilation Date: June 2026

### SUMMARY

Treaty Settlement Obligations	25
JMA Obligations	25
Statutory Acknowledgements	7
<b>Total</b>	<b>57</b>

SECTION 1: TREATY SETTLEMENT OBLIGATIONS (25)				
Source: Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010   PSGE: Te Arawa River Iwi Trust				
#	Category	Timeframe	Detail	Spatial Application
1	RMA planning	Ongoing	<p>12 Vision and strategy is part of Waikato Regional Policy Statement</p> <p>(1) On and from the commencement date, the vision and strategy in its entirety is deemed to be part of the Waikato Regional Policy Statement without the use of the process in Schedule 1 of the Resource Management Act 1991.</p> <p>(2) As soon as reasonably practicable after the commencement date, the Council must—</p> <p>(a) insert the vision and strategy into the policy statement without using the process in Schedule 1 of the Resource Management Act 1991; and</p> <p>(b) make consequential amendments to records and publications to reflect paragraph (a).</p> <p>(3) On and from the commencement date, the Council must ensure that the policy statement does not remain inconsistent with the vision and strategy for any longer than is necessary to amend the policy statement to make it consistent with the vision and strategy.</p> <p>(4) The vision and strategy prevails over the policy statement during any period of inconsistency described in subsection (3).</p>	Waikato District Council, Waipa District Council, Hamilton City Council, South Waikato District Council, Taupō District Council, Rotorua Lakes Council
2	RMA planning	Ongoing	<p>13 Effect of vision and strategy on Resource Management Act 1991 planning documents</p> <p>(1) The vision and strategy prevails over any inconsistent provision in—</p> <p>(a) a national policy statement issued under section 52 of the Resource Management Act 1991; and</p> <p>(b) a New Zealand coastal policy statement issued under section 57 of the Resource Management Act 1991.</p> <p>(c) a national planning standard published under section 58F of the Resource Management Act 1991, to the extent that it contains provisions referred to in section 58C(1)(b) of that Act (which refers to matters that may be included in a national policy statement):</p> <p>(2) The Council must not review or amend under section 79 of the Resource Management Act 1991 the vision and strategy inserted in the Waikato Regional Policy Statement.</p> <p>(3) A local authority must not amend under section 55 of the Resource Management Act 1991 a document defined in section 55(1) of the Act if the amendment would make the document inconsistent with the vision and strategy.</p> <p>(3A) A local authority must not amend under section 58I of the Resource Management Act 1991 a document defined in that section, to the extent that the document contains provisions referred to in section 58C(1)(b) of that Act, if the amendment would make the document inconsistent with the vision and strategy.</p> <p>(4) A rule included in a regional or district plan for the purpose of giving effect to the vision and strategy prevails over a national environmental standard made under section 43 of the Resource Management Act 1991, if it is more stringent than the standard.</p> <p>(5) A rule included in a regional or district plan for the purpose of giving effect to the vision and strategy prevails over a water conservation order made under section 214 of the Resource Management Act 1991, if it is more stringent than the order.</p>	Waikato District Council, Waipa District Council, Hamilton City Council, South Waikato District Council, Taupō District Council, Rotorua Lakes Council

	3 RMA planning	Ongoing	<p>14 Updating Resource Management Act 1991 planning documents to conform with reviewed vision and strategy</p> <p>(1) The Council must follow the process in subsection (3), and every local authority must follow the process in subsection (4), after every vision and strategy review.</p> <p>(2) The local authority must begin the process—</p> <p>(a) no later than 6 months after the completion of the review under section 19;</p> <p>(b) no later than 12 months after the completion of each review under section 20.</p> <p>(3) The Council must—</p> <p>(a) review the Waikato Regional Policy Statement to see whether it is consistent with the vision and strategy; and</p> <p>(b) if the policy statement is inconsistent with the vision and strategy, initiate an amendment to it to make it consistent, using the process in Schedule 1 of the Resource Management Act 1991.</p> <p>(4) Every local authority must—</p> <p>(a) review its regional or district plan to see whether it gives effect to the vision and strategy; and</p> <p>(b) if the regional or district plan does not give effect to the vision and strategy, initiate an amendment to it to ensure that it does so, using the process in Schedule 1 of the Resource Management Act 1991.</p> <p>(5) Subsection (6) applies if a joint management agreement between a local authority and a Trust is not in force when the local authority begins the process under subsection (3) or (4).</p> <p>(6) The local authority must,—</p> <p>(a) as soon as practicable after the commencement of a review under subsection (3)(a) or (4)(a), convene a joint working party under section 48(2)(a); and</p> <p>(b) decide jointly with the Trust on the final recommendation on whether to make an amendment to a Resource Management Act 1991 planning document, as provided for in section 48(2)(b); and</p> <p>(c) decide jointly with the Trust on the final recommendation on the content of a Resource Management Act 1991 planning document to be notified under clause 5 of Schedule 1 of the Resource Management Act 1991, as provided for in section 48(2)(c); and</p> <p>(d) discuss with the Trust the potential for the Trust to participate in the decisions on a Resource Management Act 1991 planning document under clause 10 of Schedule 1 of the Resource Management Act 1991, as provided for in section 48(2)(d).</p>	<p>Waikato District Council, Waipa District Council, Hamilton City Council, South Waikato District Council, Taupō District Council, Rotorua Lakes Council</p>
	4 Resource Consent	Ongoing	<p>28 Notice of applications</p> <p>(1) The Council must give written or electronic notice to the Authority and each Trust of the receipt of an application.</p> <p>(2) The Council must give the notice no later than 5 business days after receiving the application.</p>	<p>South Waikato District Council, Taupō District Council, Rotorua Lakes Council</p>
	5 Hearings	Ongoing	<p>29 Hearing committees</p> <p>(1) This section applies if the Council holds a hearing under the Resource Management Act 1991 on the application.</p> <p>(2) The committee to hear and make a decision on the application must consist of</p> <p>(a) a number of members appointed by the Council who are Resource Management Act 1991 decision makers; and</p> <p>(b) the same number of members appointed by the Authority who must be persons whose names are recorded in the register; and</p> <p>(c) an independent chairperson jointly appointed by the Authority and the Council, who must be a Resource Management Act 1991 decision maker.</p> <p>(3) The Authority and the Council must discuss the persons to be appointed to the hearing committee with a view to ensuring that the committee contains members with an appropriate mix of skills, expertise, and experience.</p>	<p>South Waikato District Council, Taupō District Council, Rotorua Lakes Council</p>

6	Hearings	Ongoing	<p>31 Section 100A of Resource Management Act 1991</p> <p>(1) This section applies if the Council receives a request under section 100A of the Resource Management Act 1991 to delegate the hearing of an application to a commissioner or commissioners.</p> <p>(2) The Council must delegate the hearing duties, functions, and powers only of the persons it must appoint under section 29(2)(a). It must not delegate the hearing duties, functions, and powers of the persons whom the Authority must appoint under section 29(2)(b).</p> <p>(3) The Council must ensure that the number of commissioners delegated to hear the application is equal to the number of members appointed under section 29(2)(b).</p> <p>(4) The commissioners delegated to hear the application are (a) the commissioners to whom the Council delegates hearing duties, functions, and powers under subsection (2), who are appointed under section 100A of the Resource Management Act 1991; and (b) the persons whom the Authority appoints under section 29(2)(b), who are deemed to be appointed under section 100A of the Resource Management Act 1991; and (c) the independent chairperson appointed under section 29(2)(c), who is deemed to be appointed under section 100A of the Resource Management Act 1991.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
7	Upper Waikato Integrated River Management Plan	<p>From: 24/11/2010</p> <p>To: 23/11/2013</p> <p>multiple timeframes</p>	<p>37 Preparation and approval of plan</p> <p>(1) For Ngati Tuwharetoa, the Trust must give the other Trusts written or electronic notice within 60 business days of the commencement date as to whether the Trust wishes to participate in the preparation and approval of the Upper Waikato River integrated management plan.</p> <p>(2) For Raukawa and Te Arawa River Iwi, the Trusts must prepare the plan together with relevant departments, relevant local authorities, and appropriate agencies, and the Trust for Ngati Tuwharetoa if it wishes to participate,—</p> <p>(a) following the process in Schedule 5; and</p> <p>(b) acting in a co-operative and co-ordinated manner.</p> <p>(3) A component becomes a component of the plan when it is approved as follows:</p> <p>(a) the conservation component must be approved jointly by the Trusts that prepared the plan and the Minister of Conservation;</p> <p>(b) the fisheries component must be approved jointly by the Trusts that prepared the plan and the Minister of Fisheries;</p> <p>(c) the regional council component must be approved jointly by the Trusts that prepared the plan and the Council;</p> <p>(d) any other component must be approved jointly by the Trusts that prepared the plan and the agency that agreed on it.</p> <p>(4) If a component cannot be approved under subsection (3) because the Trusts and a relevant department or relevant local authority or appropriate agency have not been able to reach agreement on it, each component on which agreement has been reached may be approved under subsection (3).</p> <p>(5) Within 3 years of the operational date, an Upper Waikato River integrated management plan for the Waikato River and its catchment must exist containing the components that have been approved under subsection (3).</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
8	Iwi Environmental Management Plan	Ongoing	<p>42 Effect</p> <p>(1) A local authority served under section 41(2)(a) preparing, reviewing, or changing a Resource Management Act 1991 planning document must recognise the environmental plan in the same manner as would be required under the Resource Management Act 1991 for any planning document recognised by an iwi authority.</p> <p>(2) A consent authority considering an application for a resource consent under section 104 of the Resource Management Act 1991 must have regard to the environmental plan, if it considers that section 104(1)(c) applies to the plan.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council

9	JMA	18 months after the operational date; or a later date that the authority and the Trust agree on electronically or in writing	<p>43 Duty to make</p> <p>(1) A joint management agreement must be in force between each local authority and each Trust no later than,—</p> <p>(a) for Ngati Tuwharetoa,—</p> <p>(i) 18 months after the local authority receives a notice from the Trust under section 50(1); or</p> <p>(ii) a later date that the authority and the Trust agree on electronically or in writing:</p> <p>(b) for Raukawa and Te Arawa River Iwi,—</p> <p>(i) 18 months after the operational date; or</p> <p>(ii) a later date that the authority and the Trust agree on electronically or in writing.</p> <p>(2) Each joint management agreement must be generally in the form set out in the applicable part of the schedule of the deed.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
10	JMA	18 months after the operational date; or a later date that the authority and the Trust agree on electronically or in writing	<p>44 Scope</p> <p>(1) For Ngati Tuwharetoa, a joint management agreement—</p> <p>(a) must cover no other subject matter than—</p> <p>(i) matters relating to the Waikato River and activities within its catchment affecting the Waikato River:</p> <p>(ii) matters relating to the waterways within Taupo Waters (as defined in clause 3 of the deed), if the local authority and the Trust agree to the matters being covered in the agreement:</p> <p>(b) must cover the matters referred to in section 45:</p> <p>(c) may cover additional duties, functions, or powers agreed under section 54.</p> <p>(2) For Raukawa, a joint management agreement—</p> <p>(a) must cover no other subject matter than—</p> <p>(i) matters relating to the Waikato River and activities within its catchment affecting the Waikato River:</p> <p>(ii) matters relating to activities in the catchment of the Waipa River from its source to its junction with the Puniu River to the extent to which the matters relate to the Raukawa interests in the catchment if the matters set out in parts 5 and 6 of the deed are applied to the Waipa River:</p> <p>(b) must cover the matters referred to in section 45:</p> <p>(c) may cover additional duties, functions, or powers agreed under section 54.</p> <p>(3) For Te Arawa River Iwi, a joint management agreement—</p> <p>(a) must cover no other subject matter than matters relating to the Waikato River and activities within its catchment affecting the Waikato River:</p> <p>(b) must cover the matters referred to in section 45:</p> <p>(c) may cover additional duties, functions, or powers agreed under section 54.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
11	JMA	18 months after the operational date; or a later date that the authority and the Trust agree on electronically or in writing	<p>45 Contents</p> <p>(1) A joint management agreement must provide for the local authority and the Trust to work together in carrying out the following duties and functions, and exercising the following powers, in the Resource Management Act 1991:</p> <p>(a) monitoring and enforcement, under section 47:</p> <p>(b) preparation, review, change, or variation of a Resource Management Act 1991 planning document, under section 48:</p> <p>(c) duties, functions, or powers under Part 6 of the Resource Management Act 1991 in relation to applications for resource consents, under section 49.</p> <p>(2) A joint management agreement must provide a process for the local authority and the Trust to explore—</p> <p>(a) whether customary activities could be carried out by the iwi on the Waikato River without the need for a statutory authorisation from the local authority; and</p> <p>(b) in particular, whether customary activities could be provided for as permitted activities in relevant regional plans or district plans.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council

12	JMA	Ongoing	<p>46 Principles for development and operation</p> <p>In working together to develop the joint management agreement, and in working together under the joint management agreement, the local authority and the Trust must act in a manner consistent with the following guiding principles:</p> <p>(a) they must promote the overarching purpose of this Act to restore and protect the health and wellbeing of the Waikato River for present and future generations:</p> <p>(b) they must respect the mana whakahaere rights and responsibilities of the iwi:</p> <p>(c) they must promote the principle of co-management:</p> <p>(d) they must reflect a shared commitment to—</p> <p>(i) working together in good faith and a spirit of co-operation:</p> <p>(ii) being open, honest, and transparent in their communications:</p> <p>(iii) using their best endeavours to ensure that the purpose of the joint management agreement is achieved in an enduring manner:</p> <p>(e) they must recognise 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.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
13	Monitoring and enforcement	Ongoing. Meet no less than twice annually	<p>47 Monitoring and enforcement</p> <p>(1) This section applies to monitoring and enforcement relating to the Waikato River and activities within its catchment affecting the Waikato River.</p> <p>(2) The part of the joint management agreement on monitoring and enforcement must provide for the local authority and the Trust to—</p> <p>(a) meet no less than twice each year to</p> <p>(i) discuss and agree the priorities for the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991:</p> <p>(ii) discuss and agree the methods for and extent of the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991:</p> <p>(iii) discuss the potential for the iwi to participate in the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991:</p> <p>(b) meet no less than twice each year to discuss appropriate responses to address the outcomes of the monitoring of those matters set out in section 35(2)(a) to (e) of the Resource Management Act 1991, including—</p> <p>(i) the potential for review of Resource Management Act 1991 planning documents; and</p> <p>(ii) enforcement under the Resource Management Act 1991, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices, and the service of infringement notices:</p> <p>(c) agree appropriate procedures for reporting back to the Trust on the enforcement action taken by the local authority:</p> <p>(d) discuss and agree the role of the Trust in the 5 yearly review provided for in section 35(2A) of the Resource Management Act 1991:</p> <p>(e) discuss the potential for persons nominated by the Trust to participate in enforcement action under the Resource Management Act 1991.</p> <p>(3) The local authority and the Trust each bears its own costs of complying with this section.</p> <p>(4) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in this section.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council

14	RMA planning	Ongoing. Before the preparation, review, change, or variation commences	<p>48 Preparation, review, change, or variation of Resource Management Act 1991 planning document</p> <p>(1) This section applies to preparing, reviewing, changing, or varying a Resource Management Act 1991 planning document to the extent to which those processes relate to the vision and strategy.</p> <p>(2) The part of the joint management agreement on preparing, reviewing, changing, or varying a Resource Management Act 1991 planning document must provide—</p> <p>(a) that, before the preparation, review, change, or variation commences, the local authority and the Trust must convene a joint working party to discuss and recommend to the local authority—</p> <p>(i) the process to be adopted for the preparation, review, change, or variation; and</p> <p>(ii) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of Schedule 1 of the Resource Management Act 1991:</p> <p>(b) that the local authority and the Trust must decide jointly on the final recommendation to the local authority on whether to commence a review of, and whether to make an amendment to, a Resource Management Act 1991 planning document:</p> <p>(c) that the local authority and the Trust must decide jointly on the final recommendation to a local authority on the content of a Resource Management Act 1991 planning document to be notified under clause 5 of Schedule 1 of the Resource Management Act 1991:</p> <p>(d) that the local authority and the Trust must discuss the potential for the Trust to participate in making decisions on a Resource Management Act 1991 planning document under clause 10 of Schedule 1 of the Resource Management Act 1991.</p> <p>(3) The part of the joint management agreement on preparing, reviewing, changing, or varying a Resource Management Act 1991 planning document must also provide a mechanism for the Trust to participate in processes under Part 2 of Schedule 1 of the Resource Management Act 1991.</p> <p>(4) The local authority and the Trust each bears its own costs of complying with this section.</p> <p>(5) Schedule 7 of the Local Government Act 2002 does not apply to the local authority and the Trust when, under the joint management agreement, they carry out the duties and functions or exercise the powers described in this section.</p>	<p>South Waikato District Council, Taupō District Council, Rotorua Lakes Council</p>
----	--------------	---	--	--

15	Resource Consent	Ongoing	<p>(1) This section applies to—</p> <p>(a) applications to the Council for resource consent to—</p> <p>(i) dam, divert, take, or use, water from or in the Waikato River:</p> <p>(ii) discharge a contaminant or water into the Waikato River:</p> <p>(iii) discharge a contaminant onto or into land in circumstances that will result in the contaminant entering the Waikato River:</p> <p>(iv) discharge a contaminant onto or into land in circumstances that will result in another contaminant emanating as a result of natural processes from the former contaminant entering the Waikato River:</p> <p>(v) alter, demolish, erect, extend, place, reconstruct, remove, or use a structure or part of structure in, on, under, or over the bed or banks of the Waikato River:</p> <p>(vi) drill, excavate, tunnel, or otherwise disturb the bed or banks of the Waikato River:</p> <p>(vii) deposit a substance in, on, or under the bed or banks of the Waikato River:</p> <p>(viii) reclaim or drain the bed of the Waikato River:</p> <p>(ix) enter onto or pass across the bed of the Waikato River:</p> <p>(x) introduce or plant a plant or part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River:</p> <p>(xi) damage, destroy, disturb, or remove a plant or part of a plant, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River:</p> <p>(xii) damage, destroy, disturb, or remove the habitats of plants or parts of plants, whether exotic or indigenous, in, on, or under the bed or banks of the Waikato River:</p> <p>(xiii) damage, destroy, disturb, or remove the habitats of animals or aquatic life in, on, or under the bed or banks of the Waikato River:</p> <p>(b) applications to a territorial authority for resource consent for the use of or activities on the surface of the water in the Waikato River.</p> <p>(2) The part of the joint management agreement on the resource consent process must provide that—</p> <p>(a) the local authority must provide the Trust with information on the applications for resource consents the local authority receives:</p> <p>(b) the information must be—</p> <p>(i) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act 1991; or</p> <p>(ii) the information that the local authority and the Trust agree on:</p> <p>(c) the information must be provided as soon as reasonably practicable after the application is received and before a determination is made under sections 95A to 95C of the Resource Management Act 1991:</p>	<p>South Waikato District Council, Taupō District Council, Rotorua Lakes Council</p>
----	------------------	---------	---	--

16	JMA	Multiple timeframes	<p>50 Process for finalising Convening joint committee</p> <p>(1) For Ngati Tuwharetoa, the local authority and the Trust must convene a joint committee to begin the process for finalising the joint management agreement within 30 business days of the local authority receiving from the Trust a written or electronic notice to convene the committee.</p> <p>(2) For... Te Arawa River Iwi, the local authority and the Trust must convene a joint committee to begin the process for finalising the joint management agreement within 30 business days of the operational date.</p> <p>(3) The local authority and the Trust must work together in a positive and constructive manner to finalise the joint management agreement within the timeframe in section 43, having particular regard to the principles set out in section 46.</p> <p>(4) The local authority and the Trust may resort to any facilitation, mediation, or other process that they consider to be appropriate in the process of finalising the joint management agreement.</p> <p>Advising Minister of progress</p> <p>(5) In subsection (6), relevant date means,—</p> <p>(a) for Ngati Tuwharetoa,—</p> <p>(6) No later than 14 months after the operational date, the local authority and the Trust must give written or electronic notice to the Minister and the Trust—</p> <p>(a) confirming that all matters relating to the joint management agreement have been agreed; or</p> <p>(b) identifying the nature of issues in dispute that the parties have not been able to resolve and the position of the parties on the issues; or</p> <p>(c) notifying an electronic or written agreement to extend the date by which a joint management agreement must be in force.</p> <p>(7) If notice is given under subsection (6)(a), the notice must also specify the date on which the joint management agreement is to come into force.</p> <p>(18) When the local authority and the Trust give notice to the Minister of the date on which the joint management agreement is to come into force, they must also give the Minister a copy of the agreement.</p> <p>Schedule 7 of Local Government Act 2002 excluded</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
17	JMA	Ongoing	<p>51 Suspension</p> <p>(1) The local authority and the Trust may agree in writing or electronically to suspend, wholly or partly, the operation of the joint management agreement.</p> <p>(2) In reaching an agreement, the parties must specify the scope and duration of the suspension.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
18	JMA	Ongoing	<p>53 Legal framework</p> <p>(1) Sections 36B to 36E of the Resource Management Act 1991 do not apply to a joint management agreement.</p> <p>(2) The carrying out of a duty or function, or the exercise of a power, under a joint management agreement has the same legal effect as the carrying out of a duty or function, or the exercise of a power, by a local authority.</p> <p>(3) A local authority must not use the special consultative procedure under section 83 of the Local Government Act 2002 in relation to a joint management agreement.</p> <p>(4) A joint management agreement is enforceable between the parties to it.</p> <p>(5) Neither party has the right to terminate a joint management agreement.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council

19	JMA	Ongoing	<p>54 Extension</p> <p>(1) The local authority and the Trust may agree to extend the joint management agreement to cover duties, functions, or powers that are additional to those specified in section 45.</p> <p>(2) If the local authority and the Trust agree to extend the joint management agreement to cover additional duties, functions, or powers, subsections (3) to (6) apply.</p> <p>(3) The extended part of the joint management agreement is subject to sections 51 to 53 and 55 to 57.</p> <p>(4) The extended part of the joint management agreement may be terminated wholly or partly by one party giving the other party 20 business days' written or electronic notice.</p> <p>(5) Before either party exercises the right in subsection (4), the parties 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 section 46 and the dispute resolution process contained in the joint management agreement.</p> <p>(6) Termination under subsection (4) does not affect the remaining part of the joint management agreement.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
20	JMA	Ongoing	<p>55 Review and amendment</p> <p>(1) The local authority and the Trust may at any time agree in writing or electronically to undertake a review of the joint management agreement.</p> <p>(2) If, as a result of a review, the local authority and the Trust agree in writing or electronically that the joint management agreement should be amended, they may amend the joint management agreement without further formality.</p> <p>(3) If the joint management agreement is amended, the local authority and the Trust must—</p> <p>(a) give written or electronic notice of the amendment to the Minister; and</p> <p>(b) provide a copy of the amended joint management agreement to the Minister.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
21	JMA	Ongoing	<p>57 Exercise of powers in certain circumstances</p> <p>(1) This section applies if—</p> <p>(a) a statutory function or power is affected by a joint management agreement; and</p> <p>(b) either—</p> <p>(i) an emergency situation arises; or</p> <p>(ii) a statutory timeframe for the carrying out of the function or the exercise of the power is not able to be complied with under the joint management agreement.</p> <p>(2) The local authority may carry out the function or exercise the power on its own account and not in accordance with the joint management agreement.</p> <p>(3) As soon as practicable, the local authority must give the relevant Trust written or electronic notice of the carrying out of the function or the exercise of the power.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
22	Upper Waikato Integrated River Management Plan	No timeframe specified	<p>Preparation of draft plan</p> <p>The following process applies to the preparation of a draft of the integrated management plan:</p> <p>(a) the Trusts and the relevant departments, relevant local authorities, and appropriate agencies must meet to discuss the preparation of a draft plan; and</p> <p>(b) the Trusts and the relevant departments, relevant local authorities, and appropriate agencies may consult with and seek comment from appropriate persons and organisations in the preparation of the draft plan.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council

23	Upper Waikato Integrated River Management Plan	at least 20 business days after the publication of the notice	<p>Notification and submissions on draft plan</p> <p>(1) When the Trusts and the relevant departments, relevant local authorities, and appropriate agencies have prepared the draft plan, they—</p> <p>(a) must notify it by giving public notice; and</p> <p>(b) may notify it by any other means that the Trusts and the relevant departments, relevant local authorities, and appropriate agencies think appropriate; and</p> <p>(c) must ensure that the draft plan is available for public inspection.</p> <p>(2) The public notice must—</p> <p>(a) state that the draft plan is available for inspection at the places and times specified in the notice; and</p> <p>(b) state that interested persons or organisations may lodge submissions on the draft plan—</p> <p>(i) with the Trusts or the relevant departments, relevant local authorities, or appropriate agencies:</p> <p>(ii) at the place specified in the notice:</p> <p>(iii) before the date specified in the notice; and</p> <p>(c) set a date for the lodging of submissions that is at least 20 business days after the date of the publication of the notice.</p> <p>(3) Any person or organisation may make a written or electronic submission on the draft plan in the manner described in the public notice.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
24	Upper Waikato Integrated River Management Plan	No timeframe specified	<p>Approval of plan</p> <p>(1) The Trusts and the relevant departments, relevant local authorities, and appropriate agencies must consider submissions made under clause 2, to the extent to which they are consistent with the purpose of the plan.</p> <p>(2) The Trusts and, as applicable, the relevant Minister or the Council or the appropriate agency may then approve the plan.</p> <p>(3) The Trusts and the relevant departments, relevant local authorities, and appropriate agencies—</p> <p>(a) must notify the plan by giving public notice; and</p> <p>(b) may notify the plan by any other means that the Trusts and the relevant departments, relevant local authorities, and appropriate agencies think appropriate.</p> <p>(4) The public notice must—</p> <p>(a) state where the plan is available for public inspection; and</p> <p>(b) state when the plan comes into force.</p> <p>(5) The plan—</p> <p>(a) must be available for public inspection at the local offices of the relevant departments, relevant local authorities, and appropriate agencies; and</p> <p>(b) comes into force on the date specified in the public notice.</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council

25	Upper Waikato Integrated River Management Plan	multiple timeframes	<p>Review of, and amendments to, plan</p> <p>(1) The Trusts that prepared the plan and the relevant departments, relevant local authorities, and appropriate agencies may at any time agree to review the plan or any component of the plan.</p> <p>(2) None of the Trusts or the relevant departments, relevant local authorities, or appropriate agencies may unreasonably withhold their agreement under subclause (1).</p> <p>(3) The Trusts that prepared the plan and the relevant departments, relevant local authorities, and appropriate agencies must start a review of the plan—</p> <p>(a) within 5 years after the date on which the plan comes into force; and</p> <p>(b) within 5 years after the previous review is completed by—</p> <p>(i) a decision that the plan does not need to be amended; or</p> <p>(ii) the approval of an amended plan.</p> <p>(4) If the Trust for Ngati Tuwharetoa did not participate in the preparation of the plan, the following provisions apply:</p> <p>(a) the other Trusts must give the Trust for Ngati Tuwharetoa written or electronic notice of an intended review under subclause (1) or (3);</p> <p>(b) if the Trust for Ngati Tuwharetoa decides to participate in the review, it must give the other Trusts written or electronic notice of its decision within 30 business days after receipt of the other Trusts’ notice:</p> <p>(c) if the Trust for Ngati Tuwharetoa decides not to participate in the review, it must give the other Trusts written or electronic notice of its decision—</p> <p>(i) as soon as practicable after the decision is made; and</p> <p>(ii) within 30 business days after receipt of the other Trusts’ notice.</p> <p>(5) The Trusts that participate in a review under subclause (1) or (3) and the relevant departments, relevant local authorities, and appropriate agencies must apply clauses 1 to 3, modified as necessary, to the review.</p> <p>(6) If the Trusts that participate in a review and the relevant departments, relevant local authorities, and appropriate agencies agree as a result of the review that the plan should be amended in a material way, the amendment must be approved under section 37(3).</p> <p>(7) If the Trusts that prepared a plan and the relevant departments, relevant local authorities, and appropriate agencies agree that the plan should be amended in a way that is not material, they must apply clause 3(3) to (5), modified as necessary, to the proposed amendment and the amendment need not be approved under section 37(3).</p>	South Waikato District Council, Taupō District Council, Rotorua Lakes Council
----	--	---------------------	---	---

**SECTION 2: JOINT MANAGEMENT AGREEMENT (JMA) OBLIGATIONS (25)**

Source: Te Arawa River Iwi Trust Joint Management Agreement | Party: Waikato Regional Council & Te Arawa River Iwi Trust

#	Clause	Category	Details	Spatial Application
1	2.1	General	The Parties may also, by mutual agreement, discuss and collaborate on broader topics of shared interest, recognising that such matters fall outside the formal scope of this Agreement	Rotorua District Council, South Waikato District Council, Taupō District Council
2	4.2	General	The Parties will act in accordance with the principles of clause 4.2	Rotorua District Council, South Waikato District Council, Taupō District Council
3	4.3	General	Where any decision or action under this Agreement would require additional resourcing, the matter will first be referred to the Co-Governance Committee for consideration. Any such proposal must then be submitted to the organisation responsible for providing the resource, and only that organisation may decide whether to approve it.	Rotorua District Council, South Waikato District Council, Taupō District Council
4	5.4	Consents	<p>Meetings between Council and TARIT staff will be held at least twice a year to discuss monitoring;</p> <p>(a) On-going priorities for</p> <p>(b) The methods and extent of the monitoring;</p> <p>(c) The response to any monitoring needs identified in the Upper Waikato River</p>	Rotorua District Council, South Waikato District Council, Taupō District Council

5	6.1	Multiple	Both Parties will discuss the monitoring and enforcement matters set out in section 35(2)(d) of the RMA via the following methodology: (a) Council to supply a list to TARIT of all consented sites, and the consents held by each site within the TARIT rohe by 1 June each year.	Rotorua District Council, South Waikato District Council, Taupō District Council
6	6.2	Multiple	Both Parties will meet at an operational level no less than twice per year to discuss: (a) Council enforcement actions that have been undertaken; (b) any identified enforcement needs; (c) the development of joint recommendations between Council and TARIT in	Rotorua District Council, South Waikato District Council, Taupō District Council
7	7.2.1(c)	Consents	Council will actively encourage applicants to consult early with TARIT prior to the lodgement of an application and encourage the Trust's participation in formal pre-lodgement meetings.	Rotorua District Council, South Waikato District Council, Taupō District Council
8	7.2.1(d)	Consents	Council will provide a guideline to 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 TARIT Environmental Management Plan. The guideline will be developed in consultation with TARIT and will be completed by 31 December 2013	Rotorua District Council, South Waikato District Council, Taupō District Council
9	7.2.1(f)	Consents	Council will give written or electronic notice to TARIT of the receipt of any resource consent application within the rohe as soon as practicable and no later than two Working Days after receiving the application.	Rotorua District Council, South Waikato District Council, Taupō District Council
10	7.2.1(h)	Consents	Annually provide TARIT with a list of priority resource consents specified 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.	Rotorua District Council, South Waikato District Council, Taupō District Council
11	7.2.1(i)	Consents	Council will make TARIT aware of any review of consent conditions no later than five Working Days of advising the consent holder of the review, and invite formal comment from TARIT.	Rotorua District Council, South Waikato District Council, Taupō District Council
12	7.2.1(j)	Consents	Council will take into account, and give appropriate weight to, any comments and/or reports received from TARIT within statutory timeframes when reporting and making decisions on consent applications within the rohe	Rotorua District Council, South Waikato District Council, Taupō District Council
13	7.3	Consents	Council will follow the pre-application engagement process in clause 7.3.2	Rotorua District Council, South Waikato District Council, Taupō District Council
14	8.1	Maritime	The Parties will explore whether customary activities can be carried out by Te Arawa River Iwi on the Waikato river, without the need for a statutory authorisation from the Council	Rotorua District Council, South Waikato District Council, Taupō District Council
15	9.1	Policy	Council and TARIT will meet at an operational level no less than twice per year to discuss and consider policy matters, including the necessity for review/change/variation to RMA planning documents	Rotorua District Council, South Waikato District Council, Taupō District Council
16	9.9	Policy	If a request is made under clause 21 of Schedule 1 of the RMA (Requests for changes to policy statements and plans of local authorities and requests to prepare regional plans), and relates to the Waikato river or its catchment, Council will provide a copy to the TARIT General Manager as soon as practicable. Should TARIT wish to participate in the process, a JWP will be convened	Rotorua District Council, South Waikato District Council, Taupō District Council

17	10.2	General	The Parties shall follow the dispute resolution process in clause 10.2	Rotorua District Council, South Waikato District Council, Taupō District Council
18	11.1	General	The Council and TARIT may agree in writing to suspend, in whole or part, the operations of this Agreement.	Rotorua District Council, South Waikato District Council, Taupō District Council
19	13.2	General	The committee will be made up of equal numbers of representatives from the Council and the Trust who will meet twice a year, or as agreed by the parties.	Rotorua District Council, South Waikato District Council, Taupō District Council
20	13.7	General	In addition to formal co-governance committee meetings, the Parties agree to conduct a site visit, at least annually and at more frequent intervals where agreed by the Parties. The purpose of the visit will be to strengthen cultural understanding, gain insight into environmental and community issues, and/or observe project implementation	Rotorua District Council, South Waikato District Council, Taupō District Council
21	14.2	General	This Agreement will be reviewed at intervals of no more than three years, or at such other times as may be agreed by the Parties	Rotorua District Council, South Waikato District Council, Taupō District Council
22	15	General	The Council may carry out functions or exercise the power on its own account and not in accordance with this Agreement if a statutory function or power is affected by this Agreement and an emergency situation arises. As soon as practicable the Council will provide TARIT with written notice of carrying out this function or exercise of power. TARIT will be invited to provide feedback and advice on any follow-up actions required to address	Rotorua District Council, South Waikato District Council, Taupō District Council
23	17.1(a)	General	The Council and TARIT will establish and maintain effective and efficient communication with each other on a continuing basis by the Council maintaining, contact details for TARIT personnel responsible for engagement under this Agreement	Rotorua District Council, South Waikato District Council, Taupō District Council
24	18.1	General	The Parties agree that they will enter into discussions to extend this Agreement to cover other matters such as (but not limited to): (a) Research opportunities;	Rotorua District Council, South Waikato District Council, Taupō District Council
25	19	General	The parties will work together to develop and agree a work programme for the implementation of this Agreement (“Strategic Work Programme”). The Strategic Work Programme will be reviewed and updated every three years, or as agreed by both parties, ensuring it remains a living document that can be adapted to future developments as necessary	Rotorua District Council, South Waikato District Council, Taupō District Council

### SECTION 3: STATUTORY ACKNOWLEDGEMENTS (7)

Source: *Affiliate Te Arawa Iwi and Hapū Claims Settlement Act 2008* | PSGE: *Te Pumautanga o Te Arawa Trust*

Note: These statutory acknowledgements are from the *Affiliate Te Arawa settlement*, which is distinct from but geographically overlapping with *Te Arawa River Iwi Trust's* interests.

#	Settlement	PSGE	Reference Source	Spatial Application
1	Affiliate Te Arawa	Te Pumautanga o Te Arawa Trust	Affiliate Te Arawa Iwi and Hapū Claims Settlement Act 2008 Section 29	Rōtorua Lakes Council, Taupō District Council
2	Affiliate Te Arawa	Te Pumautanga o Te Arawa Trust	Affiliate Te Arawa Iwi and Hapū Claims Settlement Act 2008 Section 32	Rōtorua Lakes Council, Taupō District Council
3	Affiliate Te Arawa	Te Pumautanga o Te Arawa Trust	Affiliate Te Arawa Iwi and Hapū Claims Settlement Act 2008 Section 33	Rōtorua Lakes Council, Taupō District Council

4	Affiliate Te Arawa	Te Pumautanga o Te Arawa Trust	Affiliate Te Arawa Iwi and Hapū Claims Settlement Act 2008 Section 38	Rōtorua Lakes Council, Taupō District Council
5	Affiliate Te Arawa	Te Pumautanga o Te Arawa Trust	Affiliate Te Arawa Iwi and Hapū Claims Settlement Act 2008 Section 40	Rōtorua Lakes Council, Taupō District Council
6	Affiliate Te Arawa	Te Pumautanga o Te Arawa Trust	Affiliate Te Arawa Iwi and Hapū Claims Settlement Act 2008 Section 41	Rōtorua Lakes Council, Taupō District Council
7	Affiliate Te Arawa	Te Pumautanga o Te Arawa Trust	Affiliate Te Arawa Iwi and Hapū Claims Settlement Act 2008 Schedule 3 Parts 1-2	Rōtorua Lakes Council, Taupō District Council