



JOINT MANAGEMENT AGREEMENT



JOINT MANAGEMENT AGREEMENT

TE NEHENEHENUI

AND

ŌTOROHANGA DISTRICT COUNCIL

WAIKATO DISTRICT COUNCIL

WAIKATO REGIONAL COUNCIL

WAIPĀ DISTRICT COUNCIL

WAITOMO DISTRICT COUNCIL

Hanga paitia tatou kia piri ai ki te piringa pono...

Conduct us in a proper way, so that we may be bound together by a bond of faith...

- *Wahanui, 1883*

Deed of Settlement of Historical Claims, 11 Nov 2021, pg. 143



DATED: 4 December 2023

PARTIES

Te Nehenehenui

and

Ōtorohanga District Council

Waikato District Council

Waikato Regional Council

Waipā District Council

Waitomo District Council

(together, the **councils**)

(all together, the **parties**).

MANIAPOTO

Maniapoto have since time immemorial, maintained their mana whakahaere including exercising rights and responsibilities in relation to their rohe in accordance with their kawa and tikanga.

The Maniapoto rohe includes their whenua, maunga, awa, wai and other taonga (lands, mountains, rivers, waters, flora and fauna). These natural and traditional resources have their own mauri, which represents the spiritual and physical well-being of Maniapoto.

It is critical that Maniapoto are able to exercise their mana whakahaere within their rohe, particularly over the wai within their rohe, for the benefit of present and future generations.

NGĀ WAI O MANIAPOTO

In the Maniapoto Claims Settlement Act 2022, the Crown acknowledged the statement by Maniapoto of the significance of Ngā Wai o Maniapoto, including the following statement:

Ngā Wai o Maniapoto are awa tūpuna and living taonga to Ngāti Maniapoto. The relationship between Ngāti Maniapoto and Ngā Wai o Maniapoto is historic, cultural, physical, and spiritual. Generations of the tribe have long exercised their kaitiakitanga responsibilities and other tikanga in relation to the waterways and the associated beds, banks, fisheries, plants, taniwha, and mauri (life force) of Ngā Wai o Maniapoto; ...

PART A: OVERARCHING PROVISIONS

BACKGROUND

1. Te Nehenehenui is the post settlement governance entity established through the Maniapoto Treaty settlement process and the Maniapoto Claims Settlement Act 2022.
2. Ōtorohanga District Council is a local authority established under the Local Government Act 2002, with functions in the Ōtorohanga district.
3. Waikato District Council is a local authority established under the Local Government Act 2002, with functions in the Waikato district.
4. Waikato Regional Council is a local authority established under the Local Government Act 2002, with functions in the Waikato region.
5. Waipā District Council is a local authority established under the Local Government Act 2002, with functions in the Waipā district.
6. Waitomo District Council is a local authority established under the Local Government Act 2002, with functions in the Waitomo district.
7. The Ngā Wai o Maniapoto (Waipā River) Act 2012 provides for joint management agreements to be entered into between Maniapoto and the councils identified in that Act. A joint management agreement was entered into between those parties on 3 April 2013.
8. The Maniapoto Claims Settlement Act 2022 provides for joint management agreements to be entered into between Maniapoto and the councils identified in that Act.
9. The parties have agreed to enter into one combined joint management agreement to provide for the obligations under both the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 (**agreement**) over the area set out in Schedule One.
10. The parties commit to the implementation of this agreement in the spirit of respect, partnership and good faith.

PURPOSE OF AGREEMENT

11. The purpose of this agreement is to:
 - (a) implement in one document the joint management agreement provisions in the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022; and
 - (b) provide a constructive and effective basis for Te Nehenehenui and the councils to build partnerships and work together.

MANIAPOTO: VISION, PRINCIPLES AND ASPIRATIONS

12. The vision of Maniapoto as set out in the Maniapoto Claims Settlement Act 2022 is:¹

The vision of Maniapoto is for a constructive ongoing relationship between Maniapoto, the Crown, and local authorities in relation to Ngā Wai o Maniapoto in a way that:

(a) respects Maniapoto tikanga; and

(b) supports the relationship of Maniapoto and their culture and traditions with their ancestral lands, waters, sites, wāhi tapu, and other taonga.

Maniapoto seek to develop relationship agreements with the Crown to enhance the ora (well-being) of their people, including developing relationship agreements that will contribute to the social, economic, and cultural aspirations of the individuals, whānau, and hapū of Maniapoto, including their health, well-being, and success.

13. The Maniapoto vision as set out in the Maniapoto Claims Settlement Act 2022 is underpinned by the following principles:²

Te Mana o te Wai: *the quality and integrity of the waters sustaining the physical and spiritual well-being of Maniapoto, and the continuing health and well-being of current and future generations and all living things that depend on water are important to Maniapoto.*

Ngā Wai o Maniapoto: *the deeply felt obligation of Maniapoto to restore, maintain, and protect the waters within Ngā Wai Maniapoto. Maniapoto participation in decision-making arrangements will ensure that Ngā Wai o Maniapoto are enhanced and protected.*

Te mana tuku iho o Waiwaiā: *Waiwaiā is the spiritual kaitiaki of the Waipā and other rivers within the Maniapoto rohe. Maniapoto has a deeply felt obligation to care for and protect te mana tuku iho o Waiwaiā and to instil knowledge and understanding in Maniapoto and Ngā Wai o Maniapoto communities about the nature and history of Waiwaiā, and for that reason it is important that Maniapoto are consulted on all matters that impact on Maniapoto.*

Kaitiakitanga: *kaitiakitanga is integral to the mana of Maniapoto and requires:*

(a) the restoration of the relationship of Maniapoto with wai; and

(b) the restoration and maintenance of the ability of Ngā Wai o Maniapoto to provide for the practice of manaakitanga; and

(c) the recognition and respect for the kawa, tikanga, and kaitiakitanga of Maniapoto; and

¹ Section 134(2) and 134(3) of the Maniapoto Claims Settlement Act 2022.

² Section 134(4) of the Maniapoto Claims Settlement Act 2022.

- (d) *the encouragement and empowerment of active involvement of Maniapoto in the expression of their kaitiaki responsibilities.*

Recognition of the mana of Maniapoto: *respect for the mana of Maniapoto and recognition of the significance of Ngā Wai o Maniapoto and the wider environment to the mana of Maniapoto.*

Recognition of Maniapoto as kaitiaki and rangatira: *recognition of the status and role of Maniapoto as rangatira and kaitiaki within resource management and decision making.*

Te Tiriti o Waitangi/the Treaty of Waitangi: *recognition and respect for Maniapoto and the Crown as Treaty partners under te Tiriti o Waitangi/the Treaty of Waitangi, and the roles and responsibilities of local authorities to act in accordance with provisions that refer to the principles of te Tiriti o Waitangi/the Treaty of Waitangi.*

14. The Maniapoto aspirations as set out in the Maniapoto Claims Settlement Act 2022 are as follows:³

That resource users and decision makers will collaborate with the people of Maniapoto to ensure that any adverse effects on Maniapoto or the environment arising from resource use are appropriately avoided or mitigated to the extent agreed by Maniapoto, the users, and the decision makers.

That Maniapoto and the Crown and Maniapoto and local authorities will develop and strengthen 2-way building of capacity and capability in reviewing, regulating, and managing activities that have an impact on Ngā Wai o Maniapoto so as to promote the vision of Maniapoto:

That Maniapoto perspectives and the strategic documents of Maniapoto, such as the environmental plan, and any that may be developed and implemented in the future for the Maniapoto rohe, will be appropriately recognised and incorporated into the functions and decisions of public agencies:

That Maniapoto will work with local authorities to co-design and co-govern programmes for:

- (a) *developing appropriate data resources, research services, and Maniapoto data capability; and*
- (b) *designing programmes and supporting investment in innovation and research to improve the skills that provide for a process designed by Maniapoto to deliver positive outcomes for Maniapoto; and*
- (c) *establishing monitoring and accountability methods for measuring equitable outcomes for Maniapoto and assessing progress towards those outcomes.*

³ Section 134(5) of the Maniapoto Claims Settlement Act 2022.

15. In the context of the Waipā River, appropriate weight must also be given to the relevant matters and documents provided for under the Ngā Wai o Maniapoto (Waipā River) Act 2012 including:
- (a) the overarching purpose of the Ngā Wai o Maniapoto (Waipā River) Act 2012, being to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipā River for present and future generations and the care and protection of the mana tuku iho o Waiwaiā;
 - (b) Te Ture Whaimana;
 - (c) the Waipā River integrated river management plan;
 - (d) the Maniapoto objectives for the Waipā River;
 - (e) Ko Tā Maniapoto Mahere Taiao (the Maniapoto Iwi environmental management plan); and
 - (f) the principles for the development and operation of the joint management agreement as set out in section 20 of the Ngā Wai o Maniapoto (Waipā River) Act 2012.

THE COUNCILS: VISION, PRINCIPLES AND ASPIRATIONS

16. The councils:
- (a) deeply respect and acknowledge the Maniapoto vision, principles and aspirations;
 - (b) both individually and collectively, and in a commitment to a robust partnership, aim to collaborate with Maniapoto in a respectful, constructive and mutually advantageous manner;
 - (c) are united in the pursuit of positive outcomes for our communities, reflecting the aspirations and strategic directions set out in councils' strategic documents; and
 - (d) confirm that this statement serves as our commitment to this agreement and the subsequent collaborative efforts that will arise from it.
17. The councils may, individually or collectively, give notice to Te Nehenehenui that a further statement of council vision, principles and aspirations will be added to this agreement through the process set out in clause 39.

RELATIONSHIP PRINCIPLES

18. The parties commit to the following relationship principles in working together under this agreement:⁴

⁴ Section 138(2) of the Maniapoto Claims Settlement Act 2022.

- (a) promoting the overarching purpose of the Raumairoa (natural resources redress), which is:
 - (i) to care for and protect Ngā Wai o Maniapoto; and
 - (ii) to restore and maintain, for present and future generations, the quality and integrity of the waters that flow into, and form part of, Ngā Wai o Maniapoto;
 - (b) acting in a manner consistent with the principles of te Tiriti o Waitangi/the Treaty of Waitangi;
 - (c) recognising the statutory functions, powers, and duties of the local authorities within the area where the agreement applies;
 - (d) respecting the mana of Maniapoto; and
 - (e) jointly committing:
 - (i) to work together in good faith and in a spirit of co-operation;
 - (ii) to recognise and acknowledge that the parties benefit from working together by sharing their respective vision, knowledge, and expertise;
 - (iii) to participate effectively in co-management;
 - (iv) to communicate in an open, honest, and transparent way;
 - (v) to ensure that they work together from an early stage;
 - (vi) to make their best endeavours to ensure that the purpose of the agreement is achieved and enduring;
 - (vii) to recognise that the relationship between the parties will evolve;
 - (viii) to recognise that the agreement operates within statutory frameworks and the importance of complying with those statutory frameworks; and
 - (ix) to meeting statutory time frames and minimising costs and delays associated with those time frames.
19. In relation to the Waipā River, the parties also acknowledge and commit to acting consistently with the guiding principles as set out in section 20 of the Ngā Wai o Maniapoto (Waipā River) Act 2012.

PART B: GENERAL PROVISIONS

SCOPE AND STATUS OF AGREEMENT

20. This agreement:
- (a) constitutes the joint management agreement provided for in the Ngā Wai o Maniapoto (Waipā River) Act 2012;
 - (b) replaces the current joint management agreed on 3 April 2013 pursuant to the Ngā Wai o Maniapoto (Waipā River) Act 2012;
 - (c) constitutes the joint management agreement provided for in the Maniapoto Claims Settlement Act 2022;
 - (d) provides an overarching framework for the relationship between Maniapoto, Te Nehenehenui and the councils (individually and collectively); and
 - (e) provides for a range of mechanisms to enhance the relationship between Maniapoto, Te Nehenehenui and the councils (individually and collectively).
21. The parties acknowledge that they will work together to explore how the scope of this agreement can be extended:
- (a) to other statutory functions of the councils beyond those provided for in the Maniapoto Claims Settlement Act 2022 and Ngā Wai o Maniapoto (Waipā River) Act 2012 (such as under the Reserves Act 1977); and
 - (b) to cover all of the areas of the Maniapoto rohe.

CO-GOVERNANCE FORUM

22. A co-governance forum will be established to be the guardian of this agreement.
23. The role of the co-governance forum will be to keep this agreement under review to determine whether the agreement is being implemented to the satisfaction of all the parties and in accordance with the principles set out in clauses 18 and 19.
24. Unless otherwise agreed, the co-governance forum will be made up of equal numbers of representatives appointed by Te Nehenehenui and the councils as follows:
- (a) Te Nehenehenui will appoint five members; and
 - (b) each of the councils will appoint one member.
25. There will be two co-chairs presiding over the meetings:
- (a) one co-chair will be appointed by Te Nehenehenui; and
 - (b) one co-chair will be appointed by the councils.

26. The co-governance forum will meet at least once each year, or more frequently if the co-governance forum considers it necessary.
27. The parties will develop and agree a terms of reference for the co-governance forum and may agree to amend that document from time-to-time.
28. Staff members will attend the co-governance forum meetings to provide advice and technical support as required.
29. The parties will each appoint a senior staff member to be the key contact person and to oversee the implementation of this agreement.

KO TĀ MANIAPOTO MAHERE TAIAO – MANIAPOTO ENVIRONMENTAL MANAGEMENT PLAN

30. Maniapoto has prepared an environmental management plan (**MEMP**) in relation to the Maniapoto rohe.
31. The MEMP is:
 - (a) a high-level direction setting document and describes issues, objectives, policies and actions to protect, restore and enhance the relationship of Maniapoto with the environment including their economic, social, cultural and spiritual relationships;
 - (b) a tool to support the leadership of Maniapoto at the forefront of kaitiakitanga and rangatiratanga within the Maniapoto rohe; and
 - (c) intended to raise awareness and understanding of Maniapoto values, interests and aspirations in the management of physical and natural resources.⁵
32. The parties acknowledge that the MEMP is a key guiding document for:
 - (a) processes undertaken by councils in the Maniapoto rohe; and
 - (b) applicants and other stakeholders in processes in the Maniapoto rohe.

MANIAPOTO ENGAGEMENT STRATEGY

33. The parties acknowledge that best practice involves early engagement and consultation with Maniapoto and working with the right people on the right issues, so that Maniapoto can exercise its responsibilities as kaitiakitanga. This approach is required in assessing potential environmental effects, including effects on Maniapoto cultural values for natural and physical resources within the Maniapoto rohe.
34. Te Nehenehenui will develop a Te Nehenehenui engagement strategy to guide the councils and others on how to engage with Maniapoto on matters affecting its rohe.

⁵ Part 1.0, 1.1.2, 1.1.5 and 1.1.8 of the Maniapoto Environmental Management Plan.

35. That engagement strategy will be provided to the councils for review and comment before it is finalised.

ANNUAL WORK PROGRAMME

36. Each year the parties will work together to develop and agree an annual joint work programme for the implementation of this agreement.
37. Each annual work programme will:
- (a) be developed in a manner that aligns with the timeframes for the preparation and approval of the councils' annual plan process;
 - (b) be submitted to the co-governance forum for approval; and
 - (c) take effect from 1 July each year.
38. The annual work programme will cover the following matters:
- (a) implementation of the matters set out in this agreement and the schedules;
 - (b) collaborative projects between Te Nehenehenui and the councils (collectively or individually) for that year;
 - (c) areas of focus between Te Nehenehenui and the councils (collectively or individually) for that year;
 - (d) if agreed, matters for Te Nehenehenui and individual (or collectives of) councils to work on; and
 - (e) other matters as agreed.

SCHEDULES

39. After the initial signing of this agreement, in 2024 and 2025 the parties developed the following schedules of this agreement:
- (a) Schedule Two: sites of significance;
 - (b) Schedule Three: transfer of powers;
 - (c) Schedule Four: RMA planning processes;
 - (d) Schedule Five: RMA monitoring and enforcement processes;
 - (e) Schedule Six: RMA resource consent processes;
 - (f) Schedule Seven: Local Government Act processes;
 - (g) Schedule Eight: other statutory processes; and

(h) Schedule Nine: resourcing and capacity building.

40. Further schedules may only be added to this agreement with the written agreement of all relevant parties acting under the appropriate delegated authority.

INFORMATION SHARING

41. The parties recognise the benefit of mutual information exchange.
42. The councils will make available to Te Nehenehenui all information held by the councils (subject to the Local Government Official Information and Meetings Act 1987) where that information is requested by Te Nehenehenui for the purposes of assisting it to exercise its mana in respect of the Maniapoto rohe and to enable Te Nehenehenui to exercise its rights fully under this agreement.
43. Te Nehenehenui may make available to the councils information, where appropriate, and when requested by a particular council, to enable the council to fulfil its statutory obligations and obligations under this agreement.

COMMUNICATION

44. Te Nehenehenui and the councils will establish and maintain effective and efficient communication with each other on a continuing basis by:
- (a) Te Nehenehenui providing, and the councils maintaining, contact details for Te Nehenehenui personnel responsible for engagement under this agreement;
 - (b) the councils providing, and Te Nehenehenui maintaining, contact details for council personnel responsible for engagement under this agreement; and
 - (c) identifying and educating staff who will be working closely with each other from each respective party and informing them of the obligations under this agreement.

REVIEW AND AMENDMENT OF AGREEMENT

45. Te Nehenehenui and the councils may at any time agree in writing to undertake a review of this agreement.
46. There will be a review undertaken no later than July 2025, and biennially after that.
47. As a result of the review, or otherwise, Te Nehenehenui and the councils may agree in writing to amend the agreement.

DISPUTE RESOLUTION

48. 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 set out in clauses 18 and 19.

49. The dispute resolution process is as follows:

- (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 notice to the other party or parties that they are in dispute;
- (b) as soon as practicable upon receipt of the notice, the council concerned will meet with the other council (if appropriate) and Te Nehenehenui representatives in good faith to resolve the dispute;
- (c) if the dispute has not been resolved within 20 working days after receipt of the notice, the chief executive of Te Nehenehenui and the chief executive of the relevant council(s) will meet to work in good faith to resolve the issue;
- (d) if the dispute has still not been resolved within 30 working days after a meeting between the chief executives, and as a matter of last resort, the respective mayor/chair (or nominee) or the co-governance forum will meet to work in good faith to resolve the issue; and
- (e) at any point in the dispute resolution process, the parties may agree to refer the matter to mediation or another form of alternative dispute resolution.

TERMINATION AND SUSPENSION

50. Te Nehenehenui and the councils may, at any time, agree in writing to suspend, in whole or in part, the operation of this agreement.

51. The scope and duration of any suspension must be specified in that written agreement.

52. There is no right to terminate this agreement.

WAIVER OF RIGHTS UNDER AGREEMENT

53. Te Nehenehenui may, at any time, notify the councils in writing that:

- (a) it waives any rights provided for in this agreement; or
- (b) it revokes a notice of such a waiver.

54. The notice given by Te Nehenehenui must specify the nature and duration of the waiver.

EXERCISE OF POWERS IN CERTAIN CIRCUMSTANCES

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

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

56. However, a council must use its best endeavours to work with Te Nehenehenui and comply with the agreement if practicable in the circumstances.

EFFECT OF AGREEMENT

57. This agreement constitutes:

- (a) the joint management agreement referred to in section 17 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
- (b) the joint management agreement referred to in section 135 of the Maniapoto Claims Settlement Act 2022.

58. This agreement supersedes the joint management agreement entered into on 3 April 2013 under the Ngā Wai o Maniapoto (Waipā River) Act 2012.

59. The scope and application of this agreement will only apply to a council within that council's regional or district boundary (as the case may be).


60. The parties acknowledge and agree that:

- (a) this agreement gives effect to commitments under two different statutes: the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022;
- (b) if there is an inconsistency between a provision in this agreement and a provision in one or both of those statutes, the provision in the relevant statute prevails; and
- (c) depending on the area concerned, the statutory basis for the agreement will either be the Ngā Wai o Maniapoto (Waipā River) Act 2012 or the Maniapoto Claims Settlement Act 2022, and the provisions of the relevant statute will apply accordingly.

SIGNED BY THE PARTIES

SIGNED for and on behalf of

TE NEHENEHENUI by its authorised signatory




Signature

Peter Douglas

Te Nehenehenui

SIGNED for and on behalf of

TE NEHENEHENUI by its authorised signatory




Signature

John Kaati

Te Nehenehenui

SIGNED for and on behalf of

TE NEHENEHENUI by its authorised signatory



Signature

Shannon Manawaiti

Te Nehenehenui

SIGNED for and on behalf of

TE NEHENEHENUI by its authorised signatory



Signature

Wikitoria Tane

Te Nehenehenui

SIGNED for and on behalf of

TE NEHENEHENUI by its authorised signatory



Signature

Muira Barry

Te Nehenehenui

SIGNED for and on behalf of

TE NEHENEHENUI by its authorised signatory



Signature

Samuel Mikaere

Te Nehenehenui Chief
Executive Officer

SIGNED for and on behalf of **ŌTOROHANGA DISTRICT COUNCIL** by its authorised signatory acting under delegated authority



Signature

Max Baxter

Mayor



Signature

Jaimee Tamaki

Councillor

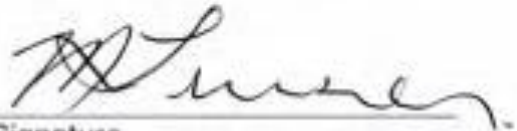
SIGNED for and on behalf of **WAIKATO DISTRICT COUNCIL** by its authorised signatory acting under delegated authority



Signature

Jacqui Church

Mayor

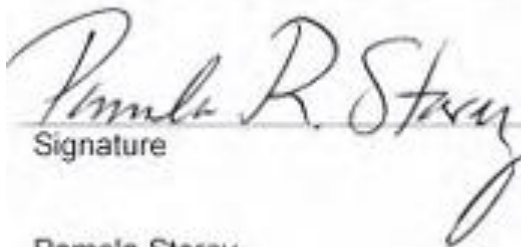


Signature

Tilly Turner

Councillor

SIGNED for and on behalf of **WAIKATO REGIONAL COUNCIL** by its authorised signatory acting under delegated authority



Signature

Pamela Storey

Chairperson



Signature

Stu Kneebone

Councillor

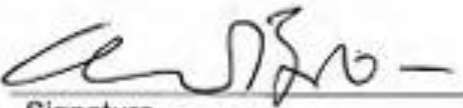
SIGNED for and on behalf of **WAIPĀ DISTRICT COUNCIL** by its authorised signatory acting under delegated authority



Signature

Susan O'Regan

Mayor



Signature

Andrew Brown

Councillor

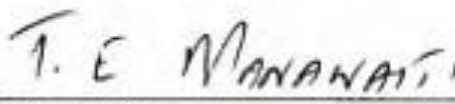
SIGNED for and on behalf of **WAITOMO DISTRICT COUNCIL** by its authorised signatory acting under delegated authority



Signature

John Robertson

Mayor



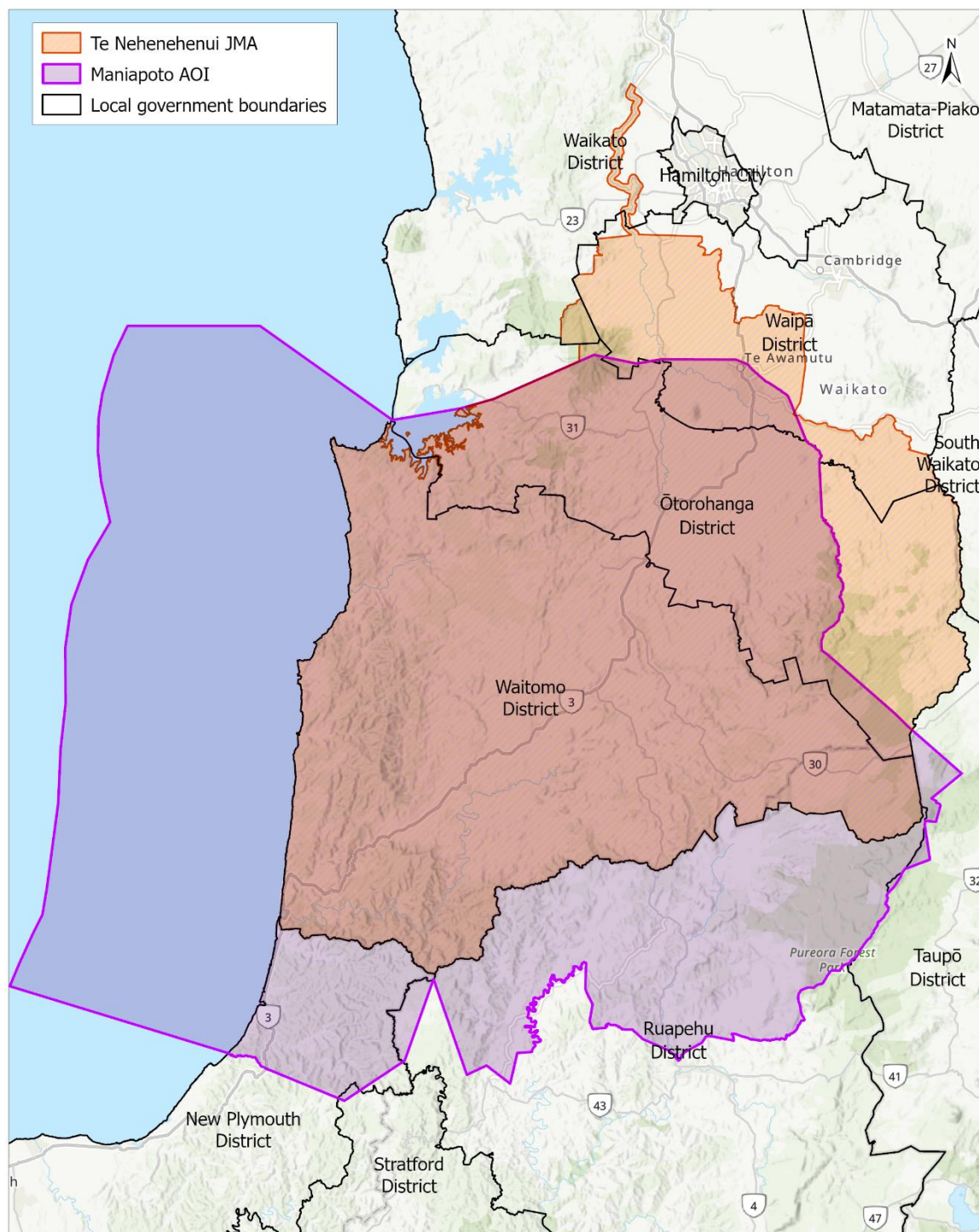
Signature

Eady Manawaiti

Councillor

SCHEDULE ONE

MAP



Acknowledgements and Disclaimers

The proposed Te Nehenehenui JMA equates to the following 3 areas combined:

- 1) Waipā River (redress Area C) [SO 409144],
- 2) Raumatiroa: Natural resources redress Area M,
- 3) The existing Maniapoto JMA with councils.

Maniapoto AOI as supplied by Te Nehenehenui, and Te Arawhiti - Office of Treaty Settlements Area of Interest dataset for Maniapoto.

Te Nehenehenui

JMA zone

0 5 10 15 20 km

Scale at A4
= 1:710,000

Created by: AJH
Date: 25/08/2023

File: REQ200435_



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 howsoever, 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 TWO

SITES OF SIGNIFICANCE

1. This schedule applies to sites of significance within the Maniapoto rohe.
2. Te Nehenehenui and each council will meet within six months after this schedule coming into effect to discuss a strategy to identify sites of significance on land within that council's boundary with the intention that this information can be collated and included in the regional or district plan.
3. Following the completion of the process identified in clause 2, Te Nehenehenui and each council will agree on an implementation plan and timetable to agree:
 - (a) the process for the inclusion of the identified sites of significance in the regional or district plan;
 - (b) the measures that Te Nehenehenui and each council will jointly undertake to provide for the protection of those sites;
 - (c) a communication strategy to raise awareness about those sites on private land and how to identify and protect those sites; and
 - (d) initiatives that will enhance and grow the skills and knowledge of Te Nehenehenui and each council in relation to those sites, their history and protection.
4. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
5. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE THREE

TRANSFER OF POWERS

1. The councils agree to explore with Te Nehenehenui appropriate opportunities for the transfer of powers under section 33 of the RMA (and similar mechanisms under successor legislation).
2. Either Te Nehenehenui or a council may give notice to the other party of the intention to commence discussions on a potential transfer of powers.
3. Where such a notice is given, Te Nehenehenui and the council will engage in good faith in those discussions to explore how to achieve the aspirations of Te Nehenehenui and the council under this agreement and schedule.
4. The principles that the parties will apply to those discussions as to whether a transfer of powers may be appropriate include:
 - (a) the need to comply with the relevant legislation;
 - (b) where relevant to the exercise of a council's functions, consideration of the relevant provisions of:
 - (i) the Treaty settlement legislation and deeds;
 - (ii) Te Ture Whaimana;
 - (iii) this agreement;
 - (iv) the Maniapoto environmental management plan;
 - (v) the Te Nehenehenui engagement strategy; and
 - (vi) other documents notified to the council by Te Nehenehenui from time-to-time;
 - (c) practical matters including the costs and scale of work required to exercise the functions in an efficient manner;
 - (d) the technical expertise and capability required to exercise the functions; and
 - (e) any other principles agreed between Te Nehenehenui and a council.

SCHEDULE FOUR

RMA PLANNING PROCESSES

1. This part applies to preparing, reviewing, changing, or varying any planning document as referred to in:
 - (a) section 22 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) section 140 of the Maniapoto Claims Settlement Act 2022.
2. This schedule may be reviewed and amended by agreement in the manner set out in clauses 47 to 49 of this agreement.
3. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
4. If, as a result of emerging issues, any one of the councils is prompted to consider the preparation, review, change or variation of an RMA planning document (including requests for private plan changes), key personnel from the council concerned will, as soon as reasonably practicable, contact key personnel from Te Nehenehenui for initial discussions on the issues.
5. Before beginning the process to prepare, review, change, or vary a planning document, the relevant council and Te Nehenehenui must convene a joint working party (**JWP**) to discuss and recommend to the council:
 - (a) the process to be adopted for the preparation, review, change, or variation; and
 - (b) 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 RMA.
6. To avoid doubt, the JWP must be convened and decisions must be made on the matters referred to in clause 5 before any substantive drafting on the planning document commences.

7. Te Nehenehenui and the relevant council considering the preparation, review, change or variation of an RMA planning document will:
 - (a) meet at an appropriate time to convene the JWP;
 - (b) determine the composition of the JWP;
 - (c) agree a terms of reference for the JWP;
 - (d) discuss whether to include other parties to this agreement in the JWP; and
 - (e) confirm how the parties to the JWP will work together and how they will resolve disputes.
8. When working together, the JWP will adopt the principles as outlined in clauses 16 to 19 of this agreement.
9. Te Nehenehenui and the relevant council must reach a joint decision on the final recommendation to the council on whether to commence a review of, or to amend, a planning document.
10. Te Nehenehenui and the relevant council must reach a joint decision on the final recommendation to the council on the content of a planning document to be notified under clause 5 of schedule 1 of the RMA.
11. Te Nehenehenui and the relevant council must discuss the potential for Te Nehenehenui to participate in making decisions on the provisions and matters raised in submissions on a planning document under clause 10 of schedule 1 of the RMA.
12. In clause 9, a final recommendation may, if necessary, include a recommendation that reflects different views on the matter.
13. Any recommendation to review or amend a planning document is subject to compliance with:
 - (a) any statutory requirement to review or amend the planning document; and
 - (b) any relevant statutory time frames.
14. Te Nehenehenui and the relevant council will jointly determine:
 - (a) whether any additional mechanisms are required (over and above those provided in clauses 15 to 17 of this schedule) for Te Nehenehenui to participate in processes under part 2 (private plan changes) of schedule 1 of the RMA; and
 - (b) a mechanism for Te Nehenehenui to participate in processes under part 4 (freshwater planning process) of schedule 1 of the RMA.
15. If a request is made under clause 21 of schedule 1 of the RMA (in relation to a private plan change) and relates to the area covered by this agreement, the relevant council will

provide a copy of the request to key personnel from Te Nehenehenui as soon as practicable.

16. Te Nehenehenui will advise the relevant council whether it wishes to participate in the private plan change process and, if that is the case, that council will convene a meeting with Te Nehenehenui to discuss the statutory and internal processes for considering the request.
17. If Te Nehenehenui confirms it wishes to participate in considering a request for a private plan change, a JWP will be convened to develop and agree upon a process for Te Nehenehenui to be involved.
18. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
19. Where a council is intending to respond to any proposed law reform or national policy direction which may affect the interests of Maniapoto, the council will first notify and engage with Te Nehenehenui where practicable, to discuss how those interests may be affected and whether there is an opportunity to make a co-ordinated response.
20. Schedule 7 of the Local Government Act 2002 (**LGA**) does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
21. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE FIVE

RMA MONITORING AND ENFORCEMENT PROCESSES

1. This part applies to RMA monitoring and enforcement as referred to in:
 - (a) section 21 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) section 139 of the Maniapoto Claims Settlement Act 2022.
2. This schedule may be reviewed and amended by agreement in the manner set out in clauses 47 to 49 of the agreement.
3. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) this agreement;
 - (c) Te Ture Whaimana;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
4. Te Nehenehenui and each council will:
 - (a) meet at least twice each year to:
 - (i) discuss and agree the priorities for the monitoring of the matters set out in section 35(2)(a) to (e) of the RMA;
 - (ii) discuss and agree the methods for, and the extent of, the monitoring of those matters;
 - (iii) discuss the opportunities for Te Nehenehenui to participate in the monitoring of those matters; and
 - (iv) discuss and agree the priorities for enforcement under the RMA;
 - (b) meet at least twice each year to discuss appropriate responses to deal with the outcomes of the monitoring of those matters, including:
 - (i) the potential for review of planning documents; and

- (ii) enforcement under the RMA, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices and the service of infringement notices;
 - (c) agree appropriate procedures for reporting back to Te Nehenehenui on the enforcement action taken by the councils;
 - (d) discuss and agree the role of the Te Nehenehenui in the five-yearly review provided for in section 35(2A) of the RMA; and
 - (e) discuss the opportunities for persons nominated by Te Nehenehenui to participate in enforcement action under the RMA.
5. Te Nehenehenui and more than one council may agree to meet collectively to discuss the matters provided for in this schedule.
 6. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
 7. Schedule 7 of the LGA does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
 8. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE SIX

RMA RESOURCE CONSENT PROCESSES

1. This part applies to the resource consent process as referred to in:
 - (a) section 23 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
 - (b) section 141 of the Maniapoto Claims Settlement Act 2022.
2. This schedule may be reviewed and amended by agreement in the manner set out in clauses 47 to 49 of the agreement.
3. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
4. Each council will provide Te Nehenehenui with a summary of applications for resource consents received by the council.
5. The information provided under clause 4 will be:
 - (a) the same as would be given to affected persons through limited notification under section 95B of the RMA or as the council and Te Nehenehenui otherwise agree; and
 - (b) provided as soon as reasonably practicable after the application is received and before a determination is made under sections 95A to 95C of the RMA.
6. Te Nehenehenui and the councils agree to the following criteria to assist applicants and councils in the resource consent processes:
 - (a) Te Nehenehenui and each council will continue to discuss and refine best practice for pre-application processes;

- (b) a cultural impact or similar assessment may be required depending on the nature of the application and site, and that requirement will be discussed with Te Nehenehenui on a case-by-case basis;
- (c) section 87D of the RMA: (request that an application be determined by the Environment Court rather than the consent authority):
 - (i) before forming a view under section 87D each council will engage with Te Nehenehenui;
- (d) section 88(3) of the RMA: (incomplete application for resource consent):
 - (i) in making an assessment under section 88(3) (where relevant to the exercise of the council's functions) each council will consider whether the documents set out in clause 3 have been considered and reflected appropriately in the application;
- (e) section 91 of the RMA: (deferral pending additional consents):
 - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making a decision as to whether additional consents are required;
- (f) section 92 of the RMA: (requests for further information):
 - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making a decision as to whether further information is required;
- (g) sections 95 to 95G of the RMA: (notification of applications for resource consent):
 - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making a decision as to whether to publicly or limited notify the application; and
 - (ii) each council will also specifically consider whether notification is required under the statutory acknowledgements in the Maniapoto Claims Settlement Act 2022; and
- (h) sections 127 and 128 of the RMA: (change, cancellation, or review of consent conditions):
 - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making decisions in relation to the change, cancellation or review of consent conditions.

7. The criteria developed and agreed under clause 6:

- (a) are additional to, and must not derogate from, the criteria that the consent authorities must apply under the RMA; and
- (b) do not impose a requirement on a consent authority to change, cancel, or review consent conditions.

Council as a developer

8. Where a council is acting in its capacity as a developer and applicant for a resource consent (**council applicant**) and where that application is relevant under this agreement:
 - (a) the council applicant will engage with Te Nehenehenui as early as practicable and prior to the design process and any application for a resource consent being prepared;
 - (b) if agreed to by the council applicant and Te Nehenehenui, the parties will enter into a co-design process;
 - (c) the council applicant and Te Nehenehenui will work to identify and seek to agree mutually beneficial outcomes;
 - (d) in preparing the application for a resource consent, the council applicant will consider the information referred to in clause 3 (where relevant to the application) and the potential impacts on Maniapoto;
 - (e) the council applicant will provide resourcing for the preparation of a cultural impact assessment in appropriate circumstances;
 - (f) the council applicant will provide Te Nehenehenui with an opportunity to review and comment on the draft application for a resource consent prior to lodgement; and
 - (g) the parties acknowledge that Te Nehenehenui may participate in submission and hearing processes in relation to the application.
9. The parties acknowledge that:
 - (a) each council may be acting in a number of distinct roles under this part of the agreement including:
 - (i) in the role of a developer/applicant;
 - (ii) as a partner under this agreement; and
 - (iii) in a regulatory role under the RMA; and
 - (b) each council will maintain a separation between those distinct roles.

10. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
11. Schedule 7 of the LGA does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
12. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

Designations

13. The provisions of this schedule also apply to the designation process under the RMA, including where a council is lodging a notice of requirement or is acting in any other capacity in the designation process.

SCHEDULE SEVEN

LOCAL GOVERNMENT ACT PROCESSES

1. The starting point is that all council activities are potentially relevant to Maniapoto, but the parties acknowledge that Te Nehenehenui will not be able to engage in all of those processes.
2. In exercising functions under the LGA, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
3. Each council will ensure that it engages as early as practicable with Te Nehenehenui on processes under the LGA that Te Nehenehenui has indicated are of particular interest, including by way of example the long term plan, annual plan and other matters of significance.
4. That engagement will begin early in the process, before any substantive drafting, design, or decision-making occurs.
5. In response to that engagement, Te Nehenehenui will identify which of those activities it wishes to engage on further and the parties will agree on clear processes and timeframes for that engagement.
6. This process is in addition to the annual work programme provided for in clauses 37 to 40 of this agreement.
7. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
8. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE EIGHT

OTHER STATUTORY PROCESSES

1. The starting point is that all council activities are potentially relevant to Maniapoto, but the parties acknowledge that Te Nehenehenui will not be able to engage in all of those processes.
2. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
3. Each council will ensure that it engages as early as practicable with Te Nehenehenui on matters under other statutory processes that Te Nehenehenui has indicated are of particular interest.
4. That engagement will begin early in the process, before any substantive drafting, design, or decision-making occurs.
5. In response to that engagement, Te Nehenehenui will identify which of those activities it wishes to engage on further and the parties will agree on clear processes and timeframes for that engagement.
6. This process is in addition to the annual work programme provided for in clauses 37 to 40 of the agreement.
7. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
8. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

SCHEDULE NINE

RESOURCING AND CAPACITY BUILDING

1. The purpose of this schedule is to enhance the ability of Te Nehenehenui to participate in council processes and decision-making and to collaborate with councils. The intention is to promote capacity building, information exchange, and informed decision-making to achieve better outcomes for Maniapoto and all communities.
2. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
 - (a) the Treaty settlement legislation and deeds;
 - (b) Te Ture Whaimana;
 - (c) this agreement;
 - (d) the Maniapoto environmental management plan;
 - (e) the Te Nehenehenui engagement strategy; and
 - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
3. The parties acknowledge the importance of councils fostering the capacity of Te Nehenehenui to participate in council decision-making processes as provided for in section 81(1)(b) of the LGA.
4. As part of the annual work programme provided for in clauses 37 to 40 of this agreement, each council will discuss with Te Nehenehenui the nature and scope of resourcing to be provided by that council. Those discussions will cover the potential for:
 - (a) funding to be provided to Te Nehenehenui in the following areas:
 - (i) Te Nehenehenui capacity building;
 - (ii) Te Nehenehenui participation in council processes and projects; and
 - (iii) provision of services from Te Nehenehenui to a council; and
 - (b) other opportunities, including through:
 - (i) internships;
 - (ii) recruitment;
 - (iii) professional development;
 - (iv) joint training programmes;

- (v) joint research or projects;
 - (vi) shared information platforms;
 - (vii) collaboration of processes such as submissions on national policy;
 - (viii) information collaboration; and
 - (ix) identifying other opportunities for mutual capacity building.
5. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with this schedule.
6. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.