



# 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. 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:<sup>1</sup>

*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 oranga (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:<sup>2</sup>

**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*

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

<sup>2</sup> 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:<sup>3</sup>

*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.*

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<sup>3</sup> 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 41.

#### **RELATIONSHIP PRINCIPLES**

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

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<sup>4</sup> 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.<sup>5</sup>
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.

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<sup>5</sup> 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 agreed with the councils and added as a schedule to this agreement as part of the process set out in clause 41.
36. The 12-month timeframe for the development of schedules under clause 41 does not apply to the preparation and agreement of that engagement strategy.

#### **ANNUAL WORK PROGRAMME**

37. Each year the parties will work together to develop and agree an annual joint work programme for the implementation of this agreement.
38. 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.
39. The first annual work programme:
  - (a) will be agreed no later than six months after the signing of this agreement;
  - (b) will include provisions addressing the work to be undertaken to develop and agree the further schedules to this agreement in accordance with the process set out in clause 41; and
  - (c) may identify matters for Te Nehenehenui and individual (or collectives of) councils to work on.
40. Each subsequent annual work programme will cover the following matters:
  - (a) any remaining work required to develop and agree the further schedules to this agreement in accordance with the process set out in clause 41;
  - (b) implementation of the matters set out in this agreement and the schedules;
  - (c) collaborative projects between Te Nehenehenui and the councils (collectively or individually) for that year;
  - (d) areas of focus between Te Nehenehenui and the councils (collectively or individually) for that year;
  - (e) if agreed, matters for Te Nehenehenui and individual (or collectives of) councils to work on; and
  - (f) other matters as agreed.

## PROCESS TO DEVELOP FURTHER SCHEDULES

41. In addition to the provisions of this agreement, the parties commit to completing or updating the following schedules of this agreement within 12 months of the signing of this agreement (or such longer period as agreed in writing):
- (a) Schedule Two: Maniapoto engagement strategy;<sup>6</sup>
  - (b) Schedule Three: sites of significance;
  - (c) Schedule Four: transfer of powers;
  - (d) Schedule Five: RMA planning processes;
  - (e) Schedule Six: RMA monitoring and enforcement processes;
  - (f) Schedule Seven: RMA resource consent processes;
  - (g) Schedule Eight: Local Government Act processes;
  - (h) Schedule Nine: other statutory frameworks;
  - (i) Schedule Ten: resourcing and capacity building; and
  - (j) Other schedules as agreed.
42. To avoid doubt, schedules may only be added to this agreement with the written agreement of all relevant parties acting under the appropriate delegated authority.

## INFORMATION SHARING

43. The parties recognise the benefit of mutual information exchange.
44. 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.
45. 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

46. Te Nehenehenui and the councils will establish and maintain effective and efficient communication with each other on a continuing basis by:

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<sup>6</sup> The 12-month period does not apply to this schedule.

- (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**

- 47. Te Nehenehenui and the councils may at any time agree in writing to undertake a review of this agreement.
- 48. There will be a review undertaken no later than two years after the signing of this agreement, and biennially after that.
- 49. As a result of the review, or otherwise, Te Nehenehenui and the councils may agree in writing to amend the agreement.

#### **DISPUTE RESOLUTION**

- 50. 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.
- 51. 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**

52. Te Nehenehenui and the councils may, at any time, agree in writing to suspend, in whole or in part, the operation of this agreement.
53. The scope and duration of any suspension must be specified in that written agreement.
54. There is no right to terminate this agreement.

## **WAIVER OF RIGHTS UNDER AGREEMENT**

55. 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.
56. The notice given by Te Nehenehenui must specify the nature and duration of the waiver.

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

57. 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.
58. 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**

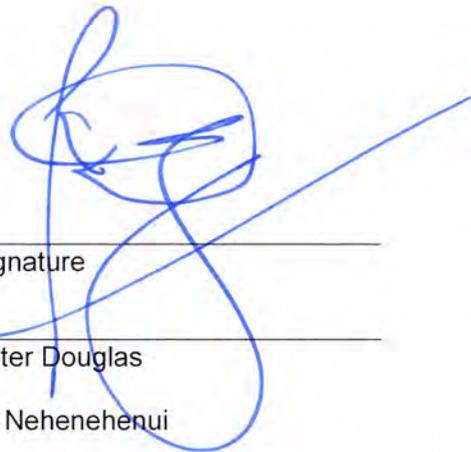
59. This agreement constitutes:
  - (a) the joint management agreement referred to in section 17 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
  - (b) the joint management agreement referred to in section 135 of the Maniapoto Claims Settlement Act 2022.
60. This agreement supersedes the joint management agreement entered into on 3 April 2013 under the Ngā Wai o Maniapoto (Waipā River) Act 2012.
61. 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



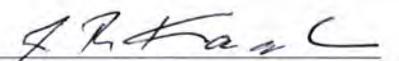
Signature

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



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Signature

\_\_\_\_\_  
Wikitoria Tane

Te Nehenehenui

**SIGNED** for and on behalf of

**TE NEHENEHENUI** by its authorised signatory



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Signature

\_\_\_\_\_  
Muiora Barry

Te Nehenehenui

**SIGNED** for and on behalf of

**TE NEHENEHENUI** by its authorised signatory



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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

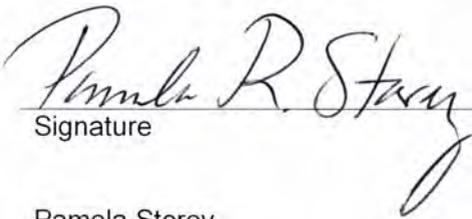


Signature

Tilly Turner

Councillor

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



Signature

Pamela Storey

Chairperson

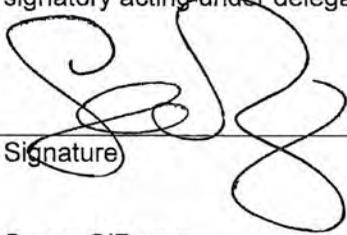


Signature

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

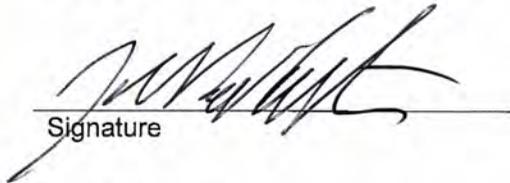


Signature

Andrew Brown

Councillor

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



Signature

John Robertson

Mayor



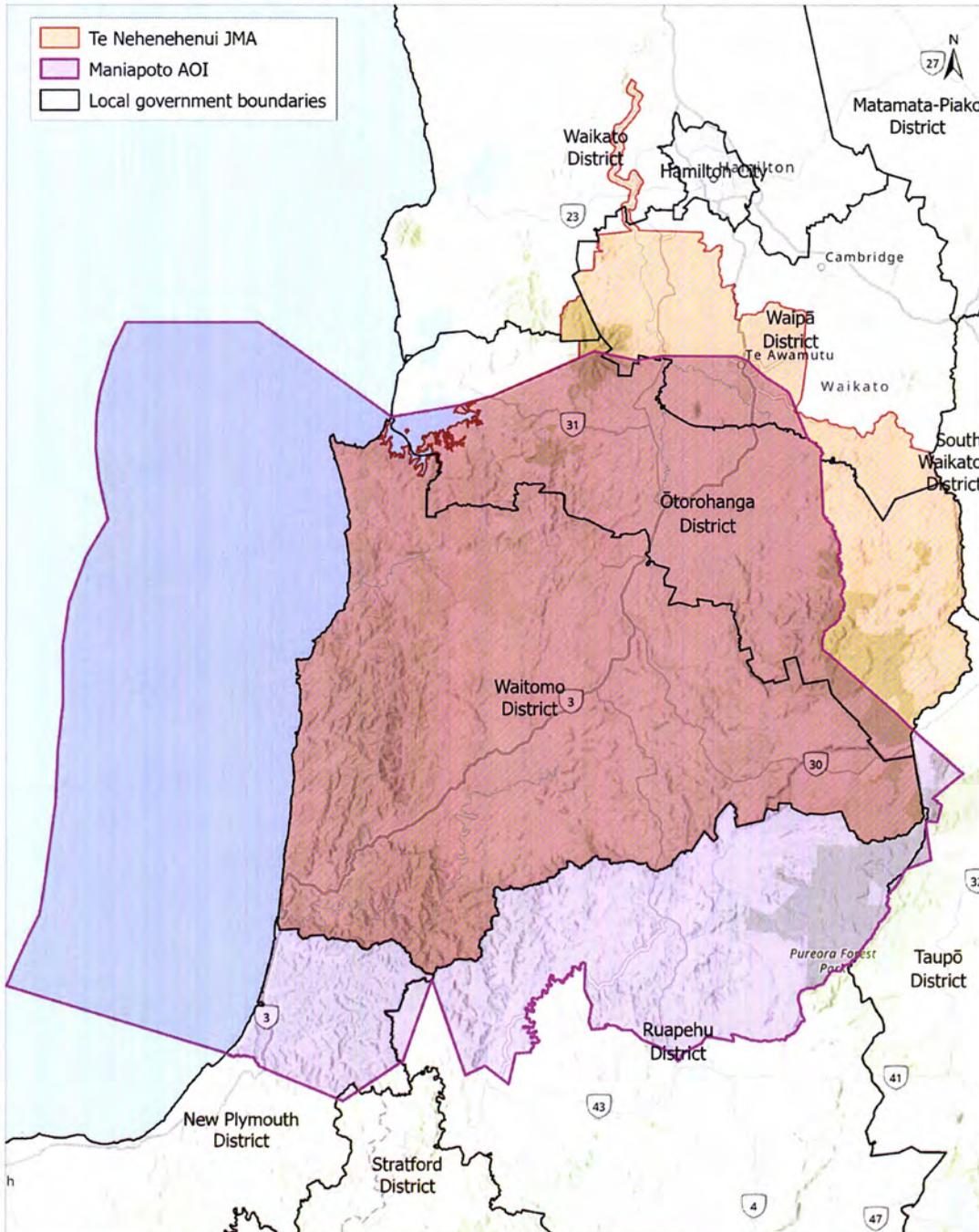
Signature

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) Raumaioa: 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\_



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**SCHEDULE TWO**  
**MANIAPOTO ENGAGEMENT STRATEGY**

To be developed and agreed as part of the process referred to in clause 41 of this agreement (but the 12-month time limit does not apply to this schedule)

**SCHEDULE THREE**  
**SITES OF SIGNIFICANCE**

To be developed and agreed as part of the process referred to in clause 41 of this agreement

**SCHEDULE FOUR**  
**TRANSFER OF POWERS**

To be developed and agreed as part of the process referred to in clause 41 of this agreement

## SCHEDULE FIVE

### RMA PLANNING PROCESS

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. The parties will review and as necessary update this schedule in accordance with the process set out in clause 41 of this agreement.
3. 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 and whether there is a need to participate in the processes by convening a Joint Working Party (**JWP**).
4. Before beginning the process to prepare, review, change, or vary a planning document, a relevant council and Te Nehenehenui must convene a JWP to discuss and recommend to the councils:
  - (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 Resource Management Act 1991.
5. 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) discuss whether to include other parties to this agreement in the JWP; and
  - (d) confirm how the parties to the JWP will work together and how they will resolve disputes.
6. When working together the JWP will adopt the principles as outlined in clause 18 and 19 of this agreement.
7. Te Nehenehenui and the relevant council and must decide jointly on the final recommendation to the council on whether to commence a review of, or to amend, a planning document.

8. Te Nehenehenui and the relevant council must decide jointly 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.
9. 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.
10. In clause 8, a final recommendation may, if necessary, include a recommendation that reflects different views on the matter.
11. 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.
12. The parties will further discuss a mechanism for Te Nehenehenui to participate in processes under Parts 2 and 4 of Schedule 1 of the RMA.
13. 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 council concerned will provide a copy of the request to key personnel from Te Nehenehenui as soon as practicable.
14. Te Nehenehenui will advise the council concerned whether it wishes to participate in the private plan change process, and if that is the case, the council concerned will convene a meeting between the council and Te Nehenehenui to discuss the statutory and internal processes for considering a request.
15. If Te Nehenehenui confirms it wishes to participate in considering a request, a JWP will be convened to develop and agree upon a process for Te Nehenehenui to be involved.
16. Te Nehenehenui and the councils will each bear their own costs of the processes under this schedule.
17. Schedule 7 of the Local Government Act 2002 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.
18. 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 MONITORING AND ENFORCEMENT

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. The parties will review and as necessary update this schedule in accordance with the process set out in clause 41 of this agreement.
3. The parties will:
  - (a) meet at least twice each year to:
    - (i) discuss and agree the priorities for the monitoring and enforcement 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; and
    - (iii) discuss the opportunities for Te Nehenehenui to participate in the monitoring of those matters;
  - (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 5-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.
4. Te Nehenehenui and the councils will each bear their own costs of the processes under this schedule.
5. Schedule 7 of the Local Government Act 2002 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.

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.

## SCHEDULE SEVEN

### RMA RESOURCE CONSENT PROCESS

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. The parties will review and as necessary update this schedule in accordance with the process set out in clause 41 of this agreement.
3. Each council will provide Te Nehenehenui with a summary of applications for resource consents received by the council.
4. The information provided under clause 3 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 agree otherwise; and
  - (b) provided as soon as is reasonably practicable after the application is received and before a determination is made under sections 95A or 95B of the RMA.
5. The councils and Te Nehenehenui must jointly develop and agree criteria to assist council decision making under the following processes or sections of the RMA:
  - (a) best practice for pre-application processes;
  - (b) best practice for the circumstances in which to commission cultural impact and similar assessments;
  - (c) section 87D: (request that an application be determined by the Environment Court rather than the consent authority);
  - (d) section 88(3): (incomplete application for resource consent);
  - (e) section 91: (deferral pending additional consents);
  - (f) section 92: (requests for further information);
  - (g) sections 95 to 95F: (notification of applications for resource consent); and
  - (h) sections 127 and 128: (change, cancellation, or review of consent conditions).
6. The criteria developed and agreed under clause 5:
  - (a) are additional to, and must not derogate from, the criteria that the local authorities must apply under the RMA; and

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- (b) do not impose a requirement on a consent authority to change, cancel, or review consent conditions.
  - 7. Te Nehenehenui and the councils will each bear their own costs of the processes under this schedule.
  - 8. Schedule 7 of the Local Government Act 2002 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.
  - 9. 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**  
**LOCAL GOVERNMENT ACT PROCESSES**

To be developed and agreed as part of the process referred to in clause 41 of this agreement

**SCHEDULE NINE**  
**OTHER STATUTORY PROCESSES**

To be developed and agreed as part of the process referred to in clause 41 of this agreement

**SCHEDULE TEN**  
**RESOURCING AND CAPACITY BUILDING**

To be developed and agreed as part of the process referred to in clause 41 of this agreement