

Te Arawa River Iwi Trust

and

Waikato Regional Council

Joint Management Agreement



JOINT MANAGEMENT AGREEMENT

DATED: 8 OCTOBER 2025

PARTIES:

1. **Te Arawa River Iwi Trust (TARIT)**, a trust established by a deed dated 20 May 2009.
2. **Waikato Regional Council (Council)**, a Regional Council duly constituted by the Local Government Act 2002.

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

BACKGROUND:

- A. On 22 August 2008 Waikato-Tainui and the Crown signed a Deed of Settlement in Relation to the Waikato river (**Waikato-Tainui Deed**) which directed a new era of co-management over the Waikato river, with the overarching purpose of restoring and protecting the health and wellbeing of the Waikato river for present and future generations.
 - B. On 4 September 2008, the trustees of TARIT, the Raukawa Settlement Trust and the Tuwharetoa Māori Trust Board entered into an agreement in relation to a co-management framework for the Waikato river with the Crown.
 - C. Subsequently, on 17 December 2009, the Crown and TARIT signed a deed in relation to a co-management framework for the Waikato river which included provisions for joint management agreements (the **Co-Management Deed**).
 - D. The Ngati Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (the **Upper Waikato River Act**) was enacted to give effect to the Co-Management Deed.
 - E. Council and TARIT entered into a joint management agreement, pursuant to section 43 of the Upper Waikato River Act, on 28 August 2012 (the **prior agreement**).
 - F. The Parties have now agreed to amend the prior agreement and are entering into this joint management agreement (this **Agreement**) to formalise those amendments and restate the operative terms of the joint management agreement in full and in replacement of the prior agreement.
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CONTEXT:

- G. The Waikato river flows from its source on the south side of Ruapehu to te Puaha o Waikato (the mouth) and includes its waters, banks and beds and all minerals (under them) and its streams, waterways, tributaries, lakes, fisheries, vegetation, floodplains, wetlands, islands, springs, geothermal springs, water column, airspace, substratum and mauri.
- H. The Waikato river and its catchment is a taonga of great cultural, historical, traditional and spiritual significance to the people of the Te Arawa River Iwi: Ngati Tahu-Ngati Whaoa, Ngati Kearoa Ngati Tuara and Tuhourangi Ngati Wahiao.
- I. The Te Arawa River Iwi relationship with the Waikato river and its tributaries and their respect for it gives rise to the responsibilities to protect the Waikato river and all it encompasses and to exercise mana whakahaere in accordance with long established tikanga to ensure the wellbeing of the Waikato river. Te Arawa River Iwi continue to exercise their mana along with customary rights and exert the rights and responsibilities of kaitiakitanga in relation to the Waikato river within their Rohe.

MATTERS AGREED:

1. Purpose

- 1.1 This Joint Management Agreement affirms the genuine partnership between Waikato Regional Council and Te Arawa River Iwi Trust. It is grounded in a shared commitment to achieving meaningful outcomes for the environment, iwi, and all communities.
- 1.2 Without limiting the generality in clause 1.1, the Parties will work together when carrying out the following duties and functions and exercising the following powers under the Resource Management Act 1991 (the **RMA**):
 - (a) Monitoring and enforcement activities (section 47 of the Upper Waikato River Act);
 - (b) Preparing, reviewing, changing or varying a RMA Planning Document, (section 48 of the Upper Waikato River Act);
 - (c) Considering applications under Part 6 of the RMA in relation to resource consents (section 49 of the Upper Waikato River Act); and
 - (d) Providing for processes to explore customary activities (section 45(2) of the Upper Waikato River Act).

2. Scope

- 2.1 This Agreement covers matters and activities relating to the Waikato River and its catchment, consistent with sections 44, 45 and 54 of the Upper Waikato River Act. 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.
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3. **Term**

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

4. **Principles**

- 4.1 The principles of honour and integrity underpin this Agreement. These principles will guide the Parties' interactions, decision-making, and implementation of this Agreement.

- 4.2 The Parties acknowledge and agree that in working together they will:

- (a) Give appropriate weight to the relevant matters and documents provided for under the Upper Waikato River Act, including:
 - (i) Promoting the overarching purpose of the Upper Waikato River Act, to restore and protect the health and wellbeing of the Waikato river for present and future generations;
 - (ii) Te Ture Whaimana for the Waikato river;
 - (iii) The Upper Waikato River Integrated River Management Plan (upon such plan being approved in accordance with Schedule 5 of the Upper Waikato River Act); and
 - (iv) The TARIT Environmental Management Plan;
 - (b) Respect the mana whakahaere rights and responsibilities of Te Arawa River Iwi;
 - (c) Act in a manner consistent with the principles of Te Tiriti o Waitangi / The Treaty of Waitangi;
 - (d) Promote the principle of co-management;
 - (e) Reflect a shared commitment to:
 - (i) working together in good faith and a spirit of co-operation including joint advocacy efforts that strengthen the positions of both Parties, particularly in areas such as policy reform and legislative change
 - (ii) Being open, honest and transparent in communication; and
 - (iii) Using best endeavours to ensure that the purpose of this Agreement is achieved in an enduring manner;
 - (f) Use best endeavours, to meet the timeframes identified in this Agreement in the first instance, provided that does not compromise meeting any statutory deadlines.
- 4.3 For the avoidance of doubt, 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.
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5. State of the Environment Monitoring

- 5.1 For the avoidance of doubt, the Parties agree to distinguish state of the environment monitoring from compliance monitoring.
- 5.2 Monitoring will be designed to give effect to Te Ture Whaimana through the restoration and protection of the health and wellbeing of the Waikato River, incorporating mātauranga Māori principles.
- 5.3 The Parties acknowledge that the Council has a long-standing monitoring network for national and regional state of the environment reporting and trend analysis. The Parties will endeavour to ensure compatibility between any new monitoring and Council's existing monitoring obligations.
- 5.4 Meetings between Council and TARIT staff will be held at least twice a year to discuss:
- (a) On-going priorities for monitoring;
 - (b) The methods and extent of the monitoring;
 - (c) The response to any monitoring needs identified in the Upper Waikato River Integrated Management Plan, once the plan is complete;
 - (d) The response to any monitoring needs identified in the TARIT Environmental Management Plan;
 - (e) The potential for further iwi participation in monitoring; and
 - (f) Appropriate responses to address the outcomes of the monitoring including the potential review of planning documents and enforcement under the RMA.
- 5.5 Council and TARIT each bears its own costs for the establishment, implementation and maintenance of the monitoring framework set out in clauses 5.2 to 5.4 (inclusive).
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6. Resource Consent Monitoring and Enforcement Procedures

6.1 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.
- (b) TARIT will assess the list and provide a ranking of sites to monitor along with a rationale for each site or group of sites by 1 July each year.
- (c) Council will take the rankings and rationale into account when assessing the priorities for monitoring.
- (d) Council to provide TARIT with a list of sites and the priority assigned to be monitored by 31 July each year.

6.2 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 response to monitoring findings. The recommendations may include proposals to undertake s128 RMA resource consent condition reviews or undertake enforcement;
 - (d) the potential for person(s) nominated by TARIT to participate, at the discretion of Council, in enforcement action under the RMA. Those people must receive appropriate training;
 - (e) the effectiveness of Council's compliance activities, policies and practices, to improve compliance between all resource users.
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7. Resource Consents

7.1 Resource Consents Scope

7.1.1 This section applies to:

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

7.2 Resource Consents Engagement

7.2.1 For any application or condition review specified under clause 7.1.1 (a) or (b) the Council:

- (a) Acknowledges TARIT as a major stakeholder and representative of tangata whenua with regard to activities affecting the Waikato river and/or its catchment, within the Rohe.
 - (b) Acknowledges that TARIT may consider itself to be an affected party irrespective of the contents of this Agreement.
 - (c) 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.
 - (d) Will provide a guideline to applicants, advising of the Vision and Strategy for the Waikato River, the role of the Waikato River Authority, the Upper Waikato River Integrated Management Plan and any completed TARIT environmental management plans. The guideline will be developed in consultation with TARIT and will be completed by 31 December 2013.
 - (e) Will, where appropriate, advise applicants of the need for their assessment of effects to address effects on tangata whenua and encourage applicants to complete Cultural Impact Assessments.
 - (f) Will give written or electronic notice to TARIT of the receipt of any application described in clause 7.1.1 (a) as soon as practicable and no later than two Working Days after receiving the application.
 - (g) Will provide a copy of any application described in clause 7.1.1 (a) upon request from TARIT as soon as practicable and within two Working Days of receiving the request.
 - (h) Will annually provide TARIT with a list of priority resource consents specified under clause 7.1.1 (b) 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.
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- (i) Will make TARIT aware of any review of consent conditions of any resource consent described at clause 7.1.1 (b) no later than five Working Days of advising the consent holder of the review, and invite formal comment from TARIT.
- (j) 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 applications described in clause 7.1.1 (a) or (b), including any reporting and recommendations on direct referral requests.

7.2.2 For any application or condition review specified under clause 7.1.1 (a) or (b) TARIT:

- (k) Acknowledges that Council must operate in terms of the timeframes as set out in the RMA;
- (l) Will engage with applicants and Council in an open and transparent manner, including holding meetings and providing comments in writing;
- (m) Will aim to provide comments to Council as soon as practicable; and
- (n) Will direct applicants to representatives of Ngati Tahu-Ngati Whaoa, Ngati Kearoa Ngati Tuara and Tuhourangi-Ngati Wahiao where applicable.

7.3 **Joint Development of Criteria to Assist Council Decision Making**

7.3.1 In order to fulfil the requirements of section 49(2)(d) of the Upper Waikato River Act, criteria to assist Council decision making for pre-application processes and decisions under sections 87E, 88(3), 91, 92, 95 to 95F, 127 and 128 of the RMA will be developed from information set out in the Upper Waikato River Integrated Management Plan and the TARIT Environmental Management Plan. These criteria will be developed in conjunction with and agreed with the Council.

7.3.2 Without limiting clause 7.3.1, if a pre-application is requested for any application or condition review specified under clause 7.1.1(a), Council will:

- (a) notify TARIT automatically of the request;
- (b) send an automated response to the requester advising that the application is within the TARIT area of interest, and suggest they provide TARIT with a short summary of the proposed activity's impact on the mauri of the environment;
- (c) where a meeting is proposed, inform the requester that TARIT wishes to participate; and
- (d) if the requester objects to TARIT's participation, encourage them to consult and seek guidance from TARIT before lodging the application.

7.3.3 For the avoidance of doubt, the pre-application process in clause 7.3.2 above will only apply to land situated within the Rohe.

8. Customary Activities

8.1 The Parties will explore whether customary activities:

- (a) Can be carried out by Te Arawa River Iwi on the Waikato river, without the need for a statutory authorisation from the Council; and
- (b) Can be provided for as permitted activities in the Waikato Regional Plan.

9. RMA Planning Documents

Preparation, Review, Change or Variation of RMA Planning Documents – Engagement

9.1 Council and TARIT will meet at an operational level no less than twice per year. The purpose of these meetings will be to discuss and consider policy matters, including the necessity for review, change or variation to RMA Planning Documents to:

- (a) Give effect to Te Ture Whaimana for the Waikato river;
- (b) Implement those matters identified and agreed as priorities in clause 5 of this Agreement as it relates to s 35(2)(b) of the RMA; and
- (c) Address any issue identified in the Upper Waikato River integrated Management Plan and/or the TARIT Environmental Management Plan.

9.2 Where as the result of discussions held at the operational meetings, it is identified that a review, change or variation may be required, a Joint Working Party (**JWP**) shall be convened. The JWP members shall include in the first instance, the Council's Group Manager Policy and Transport and the TARIT General Manager, and staff members invited by the Managers.

9.3 The JWP will discuss and agree on:

- (a) The purpose, process and programme for the preparation of the review, change or variation;
- (b) The engagement and participation process and programme with TARIT. This may include how to involve the co-governance committee (see clause 13); and
- (c) The general form and content of the RMA Planning Document to be drafted for the purposes of consultation and notification.

9.4 As the result of discussions and agreement at JWP meetings, the JWP will prepare two joint recommendations to the trustees and Council:

- (d) Whether to commence a review, change or variation to a RMA Planning Document, including the process to be adopted; and
 - (e) The content of the RMA Planning Document to be notified under clause 5 of Schedule 1 of the RMA.
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9.5 Where agreement cannot be reached on RMA Planning Documents, the JWP in the first instance will seek to resolve any concerns. If the concerns persist, then the joint final recommendation will outline those matters.

9.6 Prior to the joint recommendation on the content and notification of the RMA Planning Document, the JWP will discuss the potential for TARIT to participate in making decisions on the draft RMA Planning Document. The discussion will consider how matters relevant to TARIT are appropriately represented and acknowledged as part of the decision making process.

9.7 Other matters that may also be discussed by the JWP are:

- (f) Number of members appointed by the Council;
- (g) Number of independent hearing commissioners selected by Council; and
- (h) An independent chairperson jointly appointed and/or agreed by the iwi and the Council.

9.8 The results of the discussions (set out in clauses 9.6 and 9.7) will be incorporated into the joint recommendations to the trustees and Council.

Requests for Private Plan Changes

9.9 If a request is made under clause 21 of Schedule 1 of the RMA, and relates to the Waikato river or its catchment, as soon as practicable, Council will provide a copy to the TARIT General Manager.

9.10 The TARIT General Manager will advise Council whether TARIT wish, or do not wish, to participate in the process.

9.11 Should TARIT wish to participate in the process, a JWP will be convened. The JWP members shall include in the first instance, the Council's Group Manager Policy and Transport and the TARIT General Manager, and staff members invited by the Managers. This first meeting will determine the make-up of the JWP, and to discuss the potential and opportunities for TARIT to participate in the process.

10. Dispute Resolution

10.1 The Parties agree that for this Agreement to be effective, any issues must be resolved constructively, co-operatively, and in a timely way, consistent with the Principles of this Agreement.

10.2 The dispute resolution process is:

- (a) If the Parties cannot reach agreement, or if one Party believes that there has been a breach of this Agreement, that Party may give written notice of the dispute to the other Party.
- (b) As soon as practicable after notice is given, Council and TARIT's representative(s) will meet to work in good faith to resolve the issue.
- (c) If the dispute has not been resolved within 20 Working Days, the Council Chief Executive and the TARIT General Manager will meet to work in good faith to resolve the issue.
- (d) If the issue has still not been resolved within 30 Working Days of that meeting, the respective Chairs (or nominees) will meet in good faith to attempt resolution.
- (e) If, after exhausting all steps, the issue remains unresolved, the matter will be escalated to the respective governing bodies of the Parties for consideration. If the issue remains unresolved following this step, each Party retains the right to make a final decision on matters that affect its own responsibilities, resourcing, or statutory obligations, having full regard to the views of the other Party.

11. Suspension

11.1 The Council and TARIT may agree in writing to suspend, in whole or part, the operations of this Agreement. In reaching this decision, the Parties must specify the scope and duration of the suspension in writing.

12. Waiver of Rights

12.1 TARIT may give written notice to the Council that it waives a right provided for in this Agreement.

12.2 TARIT must specify the extent and duration of the waiver in the notice.

12.3 TARIT may at any time revoke a notice of waiver by written notice to the Council.

13. Guardianship

- 13.1 A co-governance committee will be established to be the guardian of this Agreement.
- 13.2 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.
- 13.3 There will be co-chairs presiding over the meetings; each of the Parties will elect a co-chair to represent the Council and the Trust.
- 13.4 The role of the co-governance committee is to ensure that this Agreement is being implemented to the satisfaction of both Parties and in accordance with the principles set out in Clause 4.
- 13.5 Staff members may be invited to attend the meetings for technical support.
- 13.6 The Parties will appoint a senior staff member to be the key contact and to oversee the implementation of this Agreement.
- 13.7 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.

14. Review and Amendment

- 14.1 The Parties agree that this Agreement is a living document which should be updated and adapted to take account of future developments.
 - 14.2 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 in writing or electronically, consistent with section 49 of the Upper Waikato River Act.
 - 14.3 Additional reviews can be undertaken, as agreed by the Parties.
 - 14.4 If the Parties agree to amend this Agreement then changes will be made by way of written variation to this Agreement.
 - 14.5 The Council and TARIT will provide written notice of the changes and a copy of the amended Agreement to the Minister for the Environment.
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15. Exercise of Powers

- 15.1 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 either:
- (a) An emergency situation arises; or
 - (b) A statutory timeframe for the carrying out of the function or the exercise of the power is not able to be complied with under this Agreement.
- 15.2 For the purpose of clause 15, an example of an “emergency situation” is the need to react urgently to unexpected events where there is a risk of adverse consequences to the environment and/or communities.
- 15.3 As soon as practicable the Council will provide TARIT with written notice of carrying out this function or exercise of power.
- 15.4 TARIT will be invited to provide feedback and advice on any follow-up actions required to address the situation or mitigate future occurrences.
- 15.5 Council and TARIT will work collaboratively, where feasible, to ensure the principles of partnership are upheld, even in emergency situations.

16. Information Sharing

- 16.1 The Council will make available to TARIT all information held by the Council (subject to the Local Government and Official Information and Meetings Act 1987) where that information is requested by TARIT for the purposes of assisting them to exercise their mana whakahaere in respect of the Waikato river and enabling TARIT to exercise their rights fully under this Agreement.
- 16.2 TARIT may make available to the Council, information where appropriate, and when requested by the Council, to enable it to fulfil its statutory obligations and obligations under this Agreement.

17. Communication

- 17.1 The Council and TARIT will establish and maintain effective and efficient communication with each other on a continuing basis by:
- (a) TARIT providing, and the Council maintaining, contact details for TARIT personnel responsible for engagement under this Agreement;
 - (b) The Council providing, and TARIT maintaining, contact details for the Council personnel responsible for engagement under this Agreement;
 - (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; and
 - (d) Engaging across all levels from time-to-time, recognising that engagement may extend beyond the co-governance committee to include kaitiaki, staff, and other relevant parties notified by TARIT and/or Council.
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18. **Extension to JMA**

- 18.1 The Parties acknowledge that s54 of the Upper Waikato River Act provides for the Council and TARIT to extend this Agreement to cover duties, functions or powers that are in addition to those provided for under this legislation. 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;
 - (b) Joint projects;
 - (c) Secondments and internships; and
 - (d) Staff education and awareness training.
- 18.2 The progression and timing of these other matters will be subject to both Parties approval by their respective board/council.

19. **Strategic Work Programme**

- 19.1 The parties will work together to develop and agree a work programme for the implementation of this Agreement ("**Strategic Work Programme**").
- 19.2 The Strategic Work Programme will include:
- (a) Collaborative projects between TARIT and Council;
 - (b) Implementation of the matters outlined in this Agreement and its schedules;
 - (c) Defined areas of focus for TARIT and the Council; and
 - (d) Additional matters as mutually agreed.
- 19.3 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.
- 19.4 To maintain oversight of activities, the Strategic Work Programme will be a standing item for Co-Governance meetings.
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20. **Definitions and Interpretation**

20.1 In this Agreement, unless the context requires otherwise:

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

“Commencement Date” means the date this Agreement is signed by both Parties.

“Regional Policy Statement” means the same as set out in the RMA and includes a proposed Regional Policy Statement.

“RMA Planning Document” has the same meaning as Resource Management Act 1991 Planning Document as set out in the Upper Waikato River Act.

“RMA” means the Resource Management Act 1991.

“Rohe” means the land area within the Te Arawa River Iwi and Council boundaries, as shown in the map in Schedule One.

“TARIT Environmental Management Plan” means the environmental plan that TARIT prepares and serves on the Council and other agencies.

“Te Ture Whaimana” means the Vision and Strategy for the Waikato River and has the same meaning given to it under the Upper Waikato River Act.

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

“Upper Waikato River Act” means the Ngati Tuwharetoa, Raukawa and Te Arawa River Iwi Waikato River Act 2010.

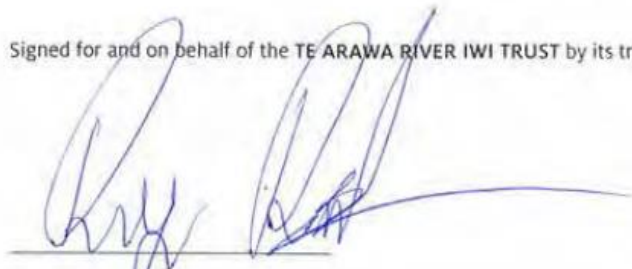
“Working Days” has the same meaning as defined in the RMA.


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


- (a) The introduction, headings and marginal notes do not affect interpretation of this Agreement;
 - (b) Where possible the same definitions under the Act have been utilised;
 - (c) Words importing one gender include other genders and a singular includes the plural and vice versa;
 - (d) A reference to a clause is a reference to a clause of this Agreement;
 - (e) At times the Upper Waikato River Act may need to be read in conjunction with this Agreement.
 - (f) A statute includes that statute as amended from time-to-time and any regulations, other Orders in Council, and other instruments issued or made under that statute from time-to-time, as well as legislation passed in substitution for that statute; and
 - (g) A reference to one Party giving written notice to the other means that Party doing so in writing or in electronic form.
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SIGNATORIES 2012

Signed for and on behalf of the TE ARAWA RIVER IWI TRUST by its trustees:



Roger Pikia
Chairman

Rawiri Te Whare


Eru George


Eugene Berryman-Kamp


Wally Lee

Grace Hoet

Signed for and on behalf of the WAIKATO REGIONAL COUNCIL



Peter Buckley
Chairman

William (Norm) Barker

Laurie Burdett

Simon Friar

SIGNATORIES 2025

Signed for and on behalf of the **Te Arawa River Iwi Trust** by its trustees:

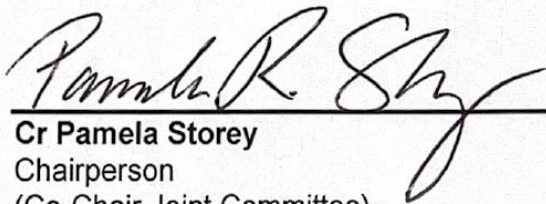


Evelyn Forrest
Trustee
(Co-Chair Joint Committee)

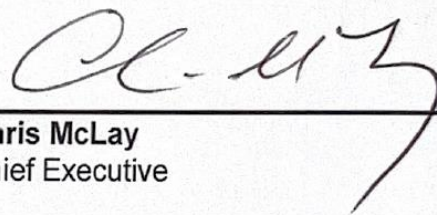


Deliah Balle
Trustee
(Deputy Co-Chair Joint Committee)

Signed for and on behalf of the **Waikato Regional Council**



Cr Pamela Storey
Chairperson
(Co-Chair Joint Committee)



Chris McLay
Chief Executive

Schedule One

Map showing area subject to this Agreement

