



Fast-track Approvals Act 2024 – Treaty settlements and other obligations (Section 18) report

Project Name: FTAA-2505-1070 Kuratau Hydro-Electric Power Scheme

To:	Date:
Hon Chris Bishop, Minister for Infrastructure	17 October 2025

Number of attachments: 10	Attachments: - Provisions of section 18 of the Fast-track Approvals Act 2024 - Project location maps - List of relevant Māori groups - Obligations in the Ngāti Tūwharetoa Claims Settlement Act 2018 - Te Kaupapa Kaitiaki (Taupō Catchment Plan) 2007 Taupō Waters Deed between Tūwharetoa Māori Trust Board and the Crown - JMA between Tūwharetoa Māori Trust Board and Taupō District Council - JMA between Tūwharetoa Māori Trust Board and Waikato Regional Council - Comments received from invited Māori groups - Comments received from the Minister for Māori Development and/or Minister for Māori Crown Relations: Te Arawhiti
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Key points

- The Ministry for the Environment (on behalf of the Secretary for the Environment) has prepared this report on Treaty settlements and other obligations under section 18 of the Fast-track Approvals Act 2024 (the Act), in relation to the Kuratau Hydro-Electric Power Scheme referral application.
- The applicant, King Country Energy Limited, seeks renewal of consents (land use consent, water permit, discharge permit) under the Resource Management Act 1991 (RMA) for continuing operation of the Kuratau Hydro-Electric Power Scheme to maintain the renewable generation of electricity in the Greater Kuratau/Taumarunui/Tūrangi area. This includes a proposed increase of water take to a maximum of 16m³/s from the currently authorised 11.3m³/s.
- Section 18(2) of the Act requires that this report provide a list of relevant Māori groups, including relevant iwi authorities and Treaty settlement entities. We have identified Tūwharetoa Māori Trust Board, Te Kotahitanga o Ngāti Tūwharetoa, Ngāti Hāua Iwi Trust/ Te Whiringa Kākaho o Ngāti Hāua, Raukawa Settlement Trust, and Te Kōpu ā

Kānapanapa as relevant Treaty settlement entities, and Ngāti Manunui, Ngāti Parekaawa, Waihi Pukawa Land Trust, and Waituhi Kuratau Land Trust as other Māori groups with relevant interests in the application.

4. We have identified the Raukawa Claims Settlement Act 2014, Ngāti Tūwharetoa Claims Settlement Act 2018, Ngāti Hāua deed of settlement, and 2007 Taupō Waters deed as relevant to the project area. The Raukawa and Ngāti Hāua Treaty settlements do not have any specific provisions that are pertinent to this application.
5. The Tūwharetoa Treaty settlement contains several arrangements concerning resource consent applications for activities in the Taupō catchment, which may need to be taken into consideration for the Kuratau Hydro Scheme application. These provisions chiefly relate to the functions of Te Kōpu ā Kānapanapa, a permanent joint committee of Waikato Regional Council and Taupō District Council, and the requirement for consent authorities to have particular regard to Te Kaupapa Kaitiaki (Taupō Catchment Plan).
6. Under the 2007 Taupō Waters deed between Tūwharetoa Māori Trust Board and the Crown, the ownership of the bed of Lake Taupō and the bed of the Waikato River from Lake Taupō to Huka Falls and certain rivers and streams flowing into Lake Taupō, including parts of the Kuratau River, was vested in the Tūwharetoa Māori Trust Board as Māori freehold land. Tūwharetoa Māori Trust Board asserts that discharges from the power scheme into a section of the Kuratau riverbed over which the Board has legal title constitutes an “activity that would occur on identified Māori land” for which the Board’s agreement is statutorily required under the Act and has not been obtained. Advice on ineligibility in relation to the Minister’s referral decision is provided in the briefing on this project.
7. The 2018 Joint Management Agreement (JMA) between Tūwharetoa Māori Trust Board and Waikato Regional Council provides for joint decision making on notified resource consent applications within Taupō Waters that require a hearing. The JMA also sets out requirements relating to identification and appointment of hearing commissioners to hearing panels.
8. Should you decide to accept this referral application, we propose you direct any panel considering a substantive application for the project to comply with the following requirements identified in this report (as provided for at section 16(2)(c) of the Act):
 - a. the relevant requirements in the Tūwharetoa settlement relating to notification of applications pertaining to the Taupō Catchment, the appointment of hearing commissioners, and consideration of Te Kaupapa Kaitiaki (as set out at paragraphs 44, 46 and 48 of this report); and
 - b. the relevant requirements in the JMA between Tūwharetoa Māori Trust Board and Waikato Regional Council relating to notification of applications, provisions for joint decision-making, and appointing hearing commissioners (as set out at paragraphs 72 and 73 of this report).
9. In response to the invitation for Māori groups to comment under section 17(1)(d) of the Act, Tūwharetoa Māori Trust Board and the Māori Trustee for Waituhi Kuratau 1B1 Ahuwhenua Trust provided feedback on the application. Both parties oppose the referral, citing insufficient engagement, flawed processes and analysis, lack of detail on potential environmental and cultural effects, and insufficient consideration of Māori groups’ rights and interests. As noted above, Tūwharetoa Māori Trust Board considers the application is an ineligible activity in respect of their legal title over Taupō Waters and section 5(1)(a) of the Act.
10. The Minister for Māori Development and the Minister for Māori Crown Relations recommends that the Ministry for the Environment and the Minister for Infrastructure

determine the applicant's eligibility status, specifically in relation to Taupō Waters and the legal title, before any further progression of the application. The Minister also recommends consideration be given to whether this application should be progressed through the RMA, and if the application is referred to the Expert Panel, the applicant addresses the concerns of both the Tūwharetoa Māori Trust Board and Te Tumu Paeroa.

11. We do not consider there are any matters identified in section 18 which make it more appropriate for the proposed approvals to be authorised under another Act or Acts. We acknowledge the views of the Minister for Māori Development and the Minister for Māori Crown Relations on this application; however, we are satisfied the project is an eligible activity.

Signature

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Ilana Miller
General Manager – Delivery & Operations

Introduction

12. Under section 18 of the Act, you must obtain and consider a report on Treaty settlements and other obligations for each referral application, prepared by the responsible agency (Secretary for the Environment).
13. The information which must be provided in this report includes:
 - a. relevant iwi authorities, Treaty settlement entities, applicant groups under the Marine and Coastal Area (Takutai Moana) Act 2011 (MACA), and other Māori groups with interests in the project area;
 - b. relevant principles and provisions in Treaty settlements and other arrangements;
 - c. a summary of comments and further information received from invited Māori groups; and
 - d. advice on whether it may be more appropriate to deal with the matters that would be authorised by the proposed approvals under another Act or Acts.
14. This report is structured accordingly. We have provided a list of the relevant provisions of section 18 at **Attachment 1**.

Proposed project

15. The applicant, King Country Energy Limited, seeks renewal of consents under the RMA for continuing operation of the Kuratau Hydro-Electric Power Scheme to maintain the renewable generation of electricity in the Greater Kuratau/Taumarunui/Tūrangi area. The hydro scheme is located on the Kuratau River approximately 36 km south-west of Taupō and approximately 2.5 km north-west of Kuratau Village. It has an installed generation capacity of 6 MW and generates on average 28 GWh per annum (which is the equivalent of the annual electricity needs of approximately 4,100 households).
16. The operation of the Kuratau Hydro Scheme is a discretionary activity requiring resource consents for discharges to water and land, dam and bed structures, water take and use. This application includes a proposed increase to a maximum of 16m³/s water take from the currently authorised 11.3m³/s. The applicant owns the land on which the hydro facilities are located.
17. We have provided location maps at **Attachment 2**.

Relevant iwi authorities, Treaty settlement entities, and other Māori groups

18. We note that some entities identified below may be included in more than one category. We have included a composite list of all groups at **Attachment 3**.

Iwi authorities

19. We consider the following groups to be the relevant iwi authorities for the project area:
 - a. Tūwharetoa Māori Trust Board, representing Ngāti Tūwharetoa;
 - b. Raukawa Settlement Trust, representing Ngāti Raukawa; and
 - c. Ngāti Hāua Iwi Trust, representing Ngāti Hāua.

Treaty settlement entities

20. Under section 4(1) of the Act, “Treaty settlement entity” means any of the following:
 - a. a post-settlement governance entity (PSGE):

- b. a board, trust, committee, authority, or other body, incorporated or unincorporated, that is recognised in or established under any Treaty settlement Act;
- c. an entity or a person that is authorised by a Treaty settlement Act to act for a natural resource feature with legal personhood;
- d. Te Ohu Kai Moana or a mandated iwi organisation (as those terms are defined in section 5(1) of the Maori Fisheries Act 2004);
- e. an iwi aquaculture organisation (as defined in section 4 of the Maori Commercial Aquaculture Claims Settlement Act 2004).

21. We have identified the following relevant Treaty settlement entities for this project area:

- a. Tūwharetoa Māori Trust Board, trustee representing Ngāti Tūwharetoa in relation to the Taupō Waters deed signed 10 September 2007;
- b. Raukawa Settlement Trust, representing Ngāti Raukawa, as PSGE for Raukawa Claims Settlement Act 2014;
- c. Te Kotahitanga o Ngāti Tūwharetoa, representing Ngāti Tūwharetoa, as PSGE for Ngāti Tūwharetoa Claims Settlement Act 2018;
- d. Te Kōpu ā Kānapanapa, permanent joint committee established under part 4 of the Ngāti Tūwharetoa Claims Settlement Act 2018; and
- e. Te Whiringa Kākaho o Ngāti Hāua, representing Ngāti Hāua, in relation to the Ngāti Hāua deed of settlement signed 29 March 2025;

Groups mandated to negotiate Treaty settlements

22. Te Whiringa Kākaho o Ngāti Hāua is mandated to negotiate a Treaty settlement over an area which may include the project area. As noted above, the Ngāti Hāua deed of settlement was signed earlier this year, and the Ngāti Hāua Claims Settlement Bill is currently before the House.

Takutai Moana groups and ngā hapū o Ngāti Porou

- 23. The project area does not include the common marine and coastal area, and accordingly there are no relevant applicant groups under MACA, and no court orders or agreements that recognise protected customary rights or customary marine title within the project area.
- 24. The project area is not within ngā rohe moana o ngā hapū o Ngāti Porou (as set out in the Ngā Rohe Moana o Ngā Hapū o Ngāti Porou Act 2019).

Iwi or hapū whose practices are recognised under the Fisheries Act 1996 through customary management areas

25. The project area does not include a taiāpure-local fisheries area, mātaihai reserve, or area subject to a bylaw or regulations made under Part 9 of the Fisheries Act 1996.

Owners of identified Māori land where electricity infrastructure or land transport infrastructure is proposed

- 26. Section 23 of the Act provides that, in making a decision on a referral application under section 21, the Minister may determine that, for the purposes of the project, an activity described in section 5(1)(a) is not an ineligible activity if it:
 - a. is the construction of electricity lines or land transport infrastructure by (or to be operated by) a network utility operator that is a requiring authority; and

- b. would occur on identified Māori land that is Māori freehold land or General land owned by Māori that was previously Māori freehold land.
27. This project does not involve an activity described in section 23(1)(i.e. including both (a) and (b)) of the Act. However, it should be noted Tūwharetoa Māori Trust Board consider the project does apply to Māori land owned by Tūwharetoa in this case, which is discussed further at paragraphs 53, 54 and 76 below.

Iwi authorities and groups representing hapū who are party to relevant Mana Whakahono ā Rohe or joint management agreements

28. If the project area is within the boundaries of either a Mana Whakahono ā Rohe or joint management agreement, and the application includes a proposed RMA approval described in section 42(4)(a) to (d) (resource consent, certificate of compliance, or designation), we are required to identify the relevant iwi authority/group that represent hapū that are parties to these arrangements.
29. The application includes a proposed approval outlined in section 42 (4)(a)-(d) and the project area is within the boundaries of two joint management agreements (JMAs):
- a. a 2009 JMA between Tūwharetoa Māori Trust Board and Taupō District Council regarding RMA functions, powers, and duties in relation to Māori multiple-owned freehold land; and
 - b. a 2018 JMA between Tūwharetoa Māori Trust Board and Waikato Regional Council regarding functions, powers, and duties in relation to the Upper Waikato River and Taupō Waters.¹
30. The relevant iwi authority that represents hapū under both JMAs is the Tūwharetoa Māori Trust Board. We discuss the implications of the JMAs below.

Any other Māori groups with relevant interests

31. We have also identified Ngāti Manunui (hapū), Ngāti Parekaawa (hapū), Waihi Pukawa Land Trust, Waituhi Kuratau 1B1 Ahuwhenua Trust, and Waituhi Kuratau Land Trust as other Māori groups with relevant interests in the project area.
32. For your information, the applicant reports they have engaged with Ngāti Tūwharetoa, Tūwharetoa Māori Trust Board, Ngāti Manunui (hapū), Ngāti Parekaawa (hapū), Waihi Pukawa Land Trust, and Waituhi Kuratau Land Trust, all of whom are part of a working group addressing the application.

Relevant principles and provisions in Treaty settlements and other arrangements

Treaty settlements

33. Under section 4(1) of the Act, a Treaty settlement includes both a Treaty settlement Act and a Treaty settlement deed which is signed by both the Crown and representatives of a group of Māori.

¹ Taupō District Council has also developed a draft JMA with Tūwharetoa Māori Trust Board Council in relation to the Upper Waikato River and Taupō Waters, but adoption of the agreement has been deferred until after the 2025 local government elections.

34. The following Treaty settlements relate to land, species of plants or animals, or other resources within the project area:
- a. Taupō Waters deed signed 10 September 2007;
 - b. Raukawa Claims Settlement Act 2014;
 - c. Ngāti Tūwharetoa Claims Settlement Act 2018; and
 - d. Ngāti Hāua deed of settlement signed 29 March 2025.

Relevant principles and provisions

35. Section 7 of the Act requires all persons exercising powers and functions under the Act to act in a manner consistent with Treaty settlements. The relevant principles and provisions for each of these settlements are set out below.

Crown acknowledgements and apologies

36. The Crown offers acknowledgements and an apology to relevant groups as part of Treaty settlement redress to atone for historical wrongs that breached te Tiriti o Waitangi/the Treaty of Waitangi, to restore honour, and begin the process of healing.
37. As part of its apologies to Ngāti Tūwharetoa, Raukawa and Ngāti Hāua, the Crown stated that it looked forward to building a new relationship with these groups based on co-operation, mutual trust, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The redress mechanisms provided for in Treaty settlements should be viewed in the context of these intentions.

Te Kōpu ā Kānapanapa

38. The Ngāti Tūwharetoa Claims Settlement Act 2018 provides for a suite of arrangements for co-governance and co-management of the Lake Taupō Catchment, of which the Kuratau River is a tributary.
39. Section 171 of the Ngāti Tūwharetoa Claims Settlement Act 2018 provides for the establishment of Te Kōpu ā Kānapanapa, an eight-member permanent joint committee of Waikato Regional Council and Taupō District Council consisting of four members appointed by Te Kotahitanga o Ngāti Tūwharetoa, two Waikato Regional Council appointees and two Taupō District Council appointees.
40. The primary function of Te Kōpu ā Kānapanapa is to promote the restoration, protection, and enhancement of the environmental, cultural, and spiritual well-being of the Taupo Catchment. Te Kōpu ā Kānapanapa prepares the statutory document Te Kaupapa Kaitiaki (Taupō Catchment Plan) and participates in any statutory or non-statutory process that concerns or has implications for the health and well-being of the Taupo Catchment, including by making submissions on resource consent processes under the RMA.
41. We have identified three procedural requirements which we consider are relevant to the panel's consideration of a substantive application for this project, should you accept it for referral: notification of applications pertaining to the Taupō Catchment, the appointment of hearing commissioners, and consideration of Te Kaupapa Kaitiaki.

Notification of applications

42. Under section 186(1) of the Ngāti Tūwharetoa Claims Settlement Act 2018, the relevant authority² must inform Te Kōpu ā Kānapanapa on receipt of any application for a resource consent or for a review of the conditions of a resource consent, if it:
- a. has been or is to be notified in accordance with the RMA; and
 - b. relates to specified activities including:
 - i. taking heat or energy from water in the Taupō Catchment
 - ii. taking, using, damming, or diverting water in the Taupo Catchment;
 - iii. making a point source discharge to Lake Taupo or its tributaries; or
 - iv. any activity listed in section 13(2A) of the Resource Management Act 1991 in relation to Lake Taupo or its tributaries.³
43. The applicant seeks consent for the damming of water, diversion, taking, and discharging of water related to the passage of water through, past, or over the dam, and the use or alteration of any associated structure, at the Kuratau River, which is a tributary of the Taupō catchment. We consider these activities are captured within the specified activities outlined at paragraph 42 above. In normal RMA circumstances, the matter of whether the application would be notified, limited notified, or non-notified would depend on rules and requirements in the Waikato Regional Plan, potential effects of the activities, and the extent of affected persons. A hearing follows if the notified parties wish to be heard. Waikato Regional Council has indicated the Kuratau Hydro Scheme is a discretionary activity. We consider the invitation to comment on this application under section 17 of the Act will be sufficient to constitute meeting the requirements under the Settlement Act to inform the iwi about the application.
44. Schedule 3 clause 5 of the Act requires the panel convener to comply with procedural matters in any Treaty settlement Act, as if they were a relevant decision-maker, relating to the appointment of a decision-making body for hearings, or other procedural requirements, such as “a requirement that notice be given to any person or specified class of person of any steps in a resource management process”. Should you decide to accept this referral application, any substantive application lodged for this project will be equivalent to a resource consent application. For consistency with the provisions of the Ngāti Tūwharetoa Claims Settlement Act 2018 outlined above, we suggest that you direct the panel to invite comments from Te Kōpu ā Kānapanapa on any substantive application under section 53 of the Act. Our advice is that the process of inviting comments is comparable to the notice provision under section 186(1) outlined above.

Appointment of hearing commissioners

45. Under section 186(2) of the Ngāti Tūwharetoa Claims Settlement Act 2018, if the relevant authority decides to appoint hearing commissioners to hear an application described at paragraph 42, the authority:

² Under section 184(2) of the Ngāti Tūwharetoa Claims Settlement Act 2018, ‘relevant authority’ means a Minister who appoints a board of inquiry under Part 6AA of the RMA, or a local authority that appoints one or more hearing commissioners for the purposes of Part 6 of the RMA.

³ Section 13(2A) of the RMA provides for restriction of certain uses of beds of lakes and rivers.

- a. must have particular regard to any register of hearing commissioners developed by Te Kōpu ā Kānapanapa;⁴
 - b. may appoint one or more hearing commissioners listed on the register;
 - c. must be guided by the need for the hearing commissioner to have the appropriate skills, knowledge, and experience, including an appropriate knowledge of tikanga; and
 - d. must, if requested by Te Kōpu ā Kānapanapa, provide Te Kōpu ā Kānapanapa with a written explanation of the reasons why it appointed a hearing commissioner in relation to a particular application, and how the authority has complied with the appointment requirements.
46. As noted above, schedule 3 clause 5 of the Act contemplates that the panel will need to comply with procedural matters in a Treaty settlement Act relating to the appointment of a decision-making body for hearings, as if they were a relevant decision-maker such as a local authority. In this case, our view is that the panel convener will need to consider how they will comply with the hearing commissioner provisions set out above when convening a panel for any substantive application lodged for this project. Should you decide to accept this referral application, we propose you include compliance with these provisions in your directions to the panel.

Consideration of Te Kaupapa Kaitiaki

47. Under section 181 of the Ngāti Tūwharetoa Claims Settlement Act 2018, a local authority must recognise and provide for the vision, objectives, desired outcomes, and values of Te Kaupapa Kaitiaki each time the authority prepares, reviews or varies an RMA planning document. Until these obligations are complied with, a local authority or the Environmental Protection Authority processing or deciding upon an application for a resource consent for an activity outlined at paragraph 42(b) must have particular regard for Te Kaupapa Kaitiaki under section 182(2). As Taupō District Council has already incorporated Te Kaupapa Kaitiaki into the strategic direction of the Taupō District Plan, and Waikato Regional Council is yet to recognise and provide for Te Kaupapa Kaitiaki in its regional RMA planning documents, the requirement to have particular regard to Te Kaupapa Kaitiaki only applies to consideration of regional RMA matters.
48. Since these provisions did not anticipate the Fast-track process, which prioritises other matters over RMA planning documents, it is unclear what bearing they have on the panel's decision-making under the Act. Section 82 of the Act requires that, if a Treaty settlement provides for the consideration of any document, the panel is required to give the same or equivalent effect to that document in the panel's decision-making. Should you decide to accept this referral application, we suggest that you direct the panel to consider how it may have particular regard to Te Kaupapa Kaitiaki in its decision-making.
49. We have provided the relevant settlement provisions at **Attachment 4** and a copy of Te Kaupapa Kaitiaki at **Attachment 5**.

⁴ As provided for by section 185 of the Ngāti Tūwharetoa Claims Settlement Act 2018. Te Kōpu ā Kānapanapa has been constituted, but we understand that the register of hearing commissioners is yet to be developed. Tūwharetoa, Waikato Regional Council and Taupō District Council are currently developing an implementation plan that will activate Te Kōpu ā Kānapanapa arrangements including the register of hearing commissioners, which will be ready sometime next year.

2007 Taupō Waters Deed

50. Under the 2007 Deed between Tūwharetoa Māori Trust Board and the Crown, the ownership of the bed of Lake Taupō and the beds of the Waikato River from Lake Taupō to Huka Falls and certain rivers and streams flowing into Lake Taupō, known as the 'Taupō Waters', is vested in the Tūwharetoa Māori Trust Board as Māori freehold land. There is no vesting of ownership in the water itself.
51. Taupō Waters are managed as a reserve by the Taupō-nui-ā-Tia Management Board comprising eight members, these being four Crown appointees and four Tūwharetoa Māori Trust Board appointees. The Taupō-nui-ā-Tia Management Board developed a Management Plan for Taupō Waters (as part of its role as an administrative body under the Reserves Act 1977), which came into effect on 1 August 2021.
52. As owner, Tūwharetoa Māori Trust Board may grant rights of occupation or use of parts of Taupō Waters for any purpose and charge for the same provided that no such rights shall conflict with: any enactment affecting navigation or safety over Taupō Waters; any other provisions of the 2007 Deed; and the provisions of any management plan established by the Taupō-nui-ā-Tia Management Board. However, the granting of land use consents, water permits or discharge permits is currently controlled by local authorities and is not affected by the 2007 Deed. Taupō Waters are subject to all other enactments that apply to land including, in particular, the RMA.
53. In their comments on this application, summarised further below, the Tūwharetoa Māori Trust Board point out that a map in Attachment Two of the application shows Tūwharetoa Māori Trust Board holds legal title over a section of riverbed where they understand discharges (e.g. water from the tailrace and spillway) to the Kuratau River take place. Tūwharetoa Māori Trust Board contends that the discharges constitute an "activity that would occur on identified Māori land" and "has not been agreed to in writing by the owners of the land", which makes it an ineligible activity under section 5 of the Act.⁵
54. The applicant has provided Land Information New Zealand maps which show the spillway as within the boundaries of land owned by King Country Energy Limited, and not on the riverbed owned by Tūwharetoa Māori Trust Board. Our advice on ineligibility is provided in our report to you on the referral decision. The panel will need to reach its own view on ineligibility once it has considered the evidence.
55. The 2007 Taupō Waters deed does not place any procedural obligations on you or the panel in relation to the approvals being sought by the applicant.
56. We have provided a copy of the 2007 Taupō Waters Deed at **Attachment 5**.
57. Finally, we also note that iwi and hapū are likely to have cultural associations with ancestral lands, water, sites, wāhi tapu, and other taonga beyond what is specifically identified in a Treaty settlement or other arrangements. Local tangata whenua and their representatives would be best placed to advise on such matters in the first instance.

Customary Marine Title/Protected Customary Rights

58. As noted above, the project area is not within a customary marine title area, protected customary rights area, or within or adjacent to ngā rohe moana o ngā hapū o Ngāti Porou.

⁵ Section 5(1)(a)(ii) provides an exception for an activity which has been subject to a determination under [section 23](#) of the Act, but this application does not involve construction of electricity lines or land transport infrastructure.

Taiāpure-local fisheries/mātaitai reserves/areas subject to bylaws or regulations made under Part 9 of the Fisheries Act 1996

59. As noted above, the project area does not include a taiāpure-local fishery, mātaitai reserve, or area subject to bylaws or regulations made under Part 9 of the Fisheries Act 1996.

Mana Whakahono ā Rohe/Joint management agreements

60. As noted above, the project area is within the boundaries of two JMAs and the application includes a proposed approval outlined in section 42(4)(a) of the Act, i.e. a resource consent that would otherwise be applied for under the RMA.

Tūwharetoa Māori Trust Board and Taupō District Council JMA (2009) in relation to Māori multiple-owned freehold land

61. The JMA between Tūwharetoa Māori Trust Board and Taupō was established under section 36B of the RMA and provides for joint decision-making on notified resource consents and private plan changes on or affecting multiply owned Māori land within the Taupō District.

62. Under clause 6 of the JMA, once Taupō District Council has made the decision to notify a resource consent or private plan change, the Council gives notice to the applicant and the Tūwharetoa Māori Trust Board of the option of having the application heard by a joint hearing committee. The applicant will then have 20 working days to notify the Council if they wish to opt out of the joint hearing process. If no notification is received within 20 working days then the hearing of the application will default to the joint decision-making process defined in the JMA.

63. Under clause 7 of the JMA if an applicant opts in to the joint management process, the application will be heard by a joint panel of hearing commissioners comprising two Taupō District Council appointees and two Tūwharetoa Māori Trust Board appointees. The chosen commissioners then select an additional member for the panel and identify the chairperson of that panel.

64. We consider the JMA between Tūwharetoa Māori Trust Board and Taupō District Council does not apply in this case primarily because the application is not for an activity on multiply-owned Māori land. Secondly, the Kuratau Power Scheme, which was commissioned in 1962 and has operated continually, will have existing use rights under the RMA, assuming it was lawfully established in relation to district land use controls. The duration of district land use consents is generally unlimited for established activities. The application does not propose any changes in terms of district land use considerations.

65. We have provided a copy of the JMA between Tūwharetoa Māori Trust Board and Taupō District Council at **Attachment 6**.

Tūwharetoa Māori Trust Board and Waikato Regional Council JMA (2018) in relation to the Upper Waikato River and Taupō Waters

66. While the project area is outside the scope of the co-governance and co-management arrangements over the Waikato River, section 44 of the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 provides for the JMA between Tūwharetoa Māori Trust Board and Waikato Regional Council over the upper Waikato River to include

matters relating to the waterways within Taupō Waters⁶ by agreement. In 2018, the JMA between Tūwharetoa Māori Trust Board and Waikato Regional Council in relation to the upper Waikato River was replaced with a new version which included provision for the Taupō Waters (in Part 3).

67. Under the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010, the JMA between the Tūwharetoa Māori Trust Board and the Waikato Regional Council must provide for the parties to the JMA to work together when carrying out certain duties and functions, and exercising certain powers, in the RMA relating to waterways within the Taupō Waters. These duties, functions and powers relate to monitoring and enforcement, preparation of planning documents, and applications for resource consents.
68. In relation to this application, section 49 of the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 requires the Waikato Regional Council to provide the Tūwharetoa Māori Trust Board with information on certain applications for resource consents (including damming, diverting, taking or using water from or in the river, and discharging or water into the river) as soon as practicable after the application is received.⁷ These information-sharing provisions are similar to those which apply to statutory acknowledgements.
69. The proposed approvals which form part of the application appear to be within the scope of the consents to which the Waikato Regional Council JMA applies. You have already invited the Tūwharetoa Māori Trust Board to comment on the application and, in so doing, have provided them with access to information about the application. We consider this to be comparable to some of the procedural requirements under the JMAs.
70. There are a number of other provisions in the JMA itself that relate to the resource consent process:
 - a. Tūwharetoa Māori Trust Board and Waikato Regional Council are to undertake joint decision making on notified resource consent applications within Taupō Waters that require a hearing (clause 22.1). This arrangement applies to resource consent applications under section 104 of the RMA and does not distinguish between types of consent other than whether an application is notified or non-notified;⁸
 - b. in the event of a hearing, clause 24.7 of the JMA requires the full hearing panel to be identified from the register of accredited hearing commissioners jointly maintained by Tūwharetoa Māori Trust Board and Waikato Regional Council, as soon as possible and appointed at least 20 working days prior to the hearing; and
 - c. under clause 24.5 of the JMA, the default number of hearing commissioners for a hearing panel is three (made up of one Iwi Commissioner, one Council Commissioner and one Jointly Appointed Commissioner). The JMA Parties may agree that for a particular application there may be five or one hearing commissioner sitting (clause 24.6). Where five commissioners are appointed, the panel will comprise two Iwi Commissioners, two Council Commissioners and one Jointly Appointed Commissioner; or where one commissioner is to be appointed,

⁶ “Taupō Waters” is defined clause 3 of the Deed in relation to Co-Governance and Co-Management Arrangements for the Waikato River as “the Taupo Nui A Tia Block, Te Awa O Waikato Ki Te Toka A Tia Block and Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block”. This includes the bed of Lake Taupo, the bed of the Waikato River extending from Lake Taupo to Te Toka a Tia (inclusive of the Huka Falls, but excluding the site of the Taupo Control Gates) and the beds of certain rivers and streams flowing into Lake Taupo.

⁷ This provision is reflected in Schedule 7, clauses 20.2(j) and 20.2(k) of the JMA.

⁸ The parties agreed over the following two years to explore opportunities to make decisions jointly over resource consent applications that are notified but do not require a hearing.

that commissioner will be appointed from the Jointly Appointed Commissioners section of the Register.

71. We have provided a copy of the JMA between Tūwharetoa Māori Trust Board and Waikato Regional Council at **Attachment 7**.
72. Our advice is that these JMA provisions are most relevant to the panel when considering the substantive application. As with the Te Kōpu ā Kānapanapa provisions discussed above, the panel will need to consider how to comply with these procedural requirements regarding joint decision making and the composition of panels in accordance with schedule 3 clause 5 of the Act. We note that the Act also provides for the panel convener to obtain the agreement of the relevant party under the Treaty settlement legislation (i.e. the Tūwharetoa Māori Trust Board) if they wish to adopt a modified arrangement.⁹
73. Should you decide to accept this referral application, we propose you direct any panel considering a substantive application for the project to comply with the applicable requirements identified above (as provided for at section 16(2)(c) of the Act), namely to:
 - a. give notice to the Tūwharetoa Māori Trust Board of the application (which may be fulfilled by an invitation to comment under section 53 of the Act); and
 - b. consider how the JMA provisions for joint decision-making and appointing hearing commissioners may be applied to the fast-track process.

Summary of comments received and advice

Comments from invited Māori groups

74. Pursuant to section 17(1)(d) and (e) of the Act, on 27 June 2025 you invited written comments from the Māori groups identified above at paragraphs 19 to 31, and the owners of Māori land in the project area, from a list we previously provided you. These groups were provided with access to the application material and had 20 working days from receipt of the copy of the application to respond.
75. You received comments on the application from Tūwharetoa Māori Trust Board and the Māori Trustee at Te Tumu Paeroa on behalf of Waituhi Kuratau 1B1 Ahuwhenua Trust, which can be summarised as follows:

Tūwharetoa Māori Trust Board

76. Tūwharetoa Māori Trust Board considers that the application is ineligible pursuant to section 5(1)(a) of the Act and firmly opposes referral. The key points include:
 - a. Tūwharetoa Māori Trust Board (the Trust Board) has an interest in all fast-track applications that impact Ngāti Tūwharetoa rangatiratanga, customary rights and interests and resource management arrangements.
 - b. The application states that the Kuratau Hydro Scheme has potential adverse effects on wāhi tapu, taonga, and the relationship of tangata whenua and their cultural and traditions in the areas surrounding the scheme including the ability of tangata whenua to exercise their kaitiaki role in those matters.
 - c. The application does not contain sufficient information on potential adverse effects on the environment and the engagement undertaken to date has failed to address the adverse effects raised by hapū and adjoining landowners.

⁹ This may be necessary to reconcile the appointment provisions for hearing commissioners in the JMA and Te Kōpu ā Kānapanapa, for example.

- d. The application makes no comment on the Trust Board's legal interests in Taupō Waters including Kuratau River and implications for section 5 of the Act. The Trust Board holds legal title as trustee over the bed, water column and airspace of 'Taupō Waters' including Lake Taupō and Kuratau River. The beds are vested in the Trust Board as Māori freehold land under Te Ture Whenua Māori Act 1993.
- e. The Trust Board considers that the application is ineligible pursuant to section 5(1)(a) of the Act on the basis that the discharge from the power scheme constitutes an "activity that would occur on identified Māori land" for which the Trust Board's agreement is statutorily required and has not been obtained.
- f. The Trust Board takes issue with the applicant's assertion that minimum flows and mitigation are "only set to appease interested parties and often net no value add to the environment" (section 2.6.2.1, Kuratau HEPS - Referral Application Form) and other commentary regarding consent terms and conditions sought by interested parties, which the Trust Board considers to be hyperbolic and contrary to longstanding case law.
- g. The above assertion undermines the applicant's own commitment to hapū and adjoining landowners (including the Trust Board) to undertake meaningful engagement on matters relating to environmental and cultural effects.
- h. Input from hapū and adjoining landowners is critical information that must not be marginalised or compromised in the decision-making process. The expedited nature of the Fast-track process presents significant challenges to providing meaningful input that would enable decision-makers to fully understand the actual and potential effects.
- i. This is not a situation where multiple approvals are required from a one-stop shop Fast-track process to support the continued functioning of the Kuratau Hydro Scheme. Use of the Fast-track process is unnecessary and would impede the use of the process by projects genuinely requiring more cost-effective and timely processing. As such, it is more appropriate to deal with the application through a standard RMA consent process.

Waituhi Kuratau 1B1 Ahuwhenua Trust

77. The Māori Trustee for Waituhi Kuratau 1B1 Ahuwhenua Trust opposes referral of the application. Their key points include:

- a. It is acknowledged that the Māori Trustee's views may not necessarily be shared by all 384 owners of Waituhi Kuratau 1B1.
- b. The consultation process to date has lacked sufficient transparency and integrity.
- c. There has been no prior direct engagement from the applicant despite Waituhi Kuratau 1B1 being a close neighbour.
- d. Te Tumu Paeroa and the Māori Trustee for Waituhi Kuratau 1B1 Ahuwhenua Trust have lost a considerable amount of time resolving correct identification, contact details and notification of affected parties with the Ministry for the Environment.
- e. The application contains insufficient information on adverse environmental effects and impacts on cultural and customary rights and interests in the Kuratau catchment area.
- f. The Māori Trustee is concerned about adverse effects on freshwater, biodiversity and taonga species.

- g. The standard consent process under the RMA is better suited for ensuring all effects are appropriately considered and robust engagement with relevant parties is undertaken.

78. We have provided the full responses from these groups at **Attachment 8**.

Consultation with departments and Ministers

79. In preparing this report, we are required to:

- a. consult relevant departments; and
- b. provide a draft of the report to the Minister for Māori Development and the Minister for Māori Crown Relations: Te Arawhiti (for response within 10 working days).

80. We sought advice from Te Puni Kōkiri and The Office of Treaty Settlements and Takutai Moana – Te Tari Whakatau regarding the relevant Māori groups, and have incorporated their views into this report.

81. The Minister for Māori Development and the Minister for Māori Crown Relations recommends that:

- a. the Ministry for the Environment and the Minister for Infrastructure determine the applicant's eligibility status, specifically in relation to Taupō Waters and the legal title, before any further progression of the application;
- b. consideration be given to whether this application should be progressed through the RMA; and
- c. if the application is referred to the Expert Panel, the applicant addresses the concerns of both the Tūwharetoa Māori Trust Board and Te Tumu Paeroa.

Advice on whether it may be more appropriate to deal with the proposed approvals under another Act/s

82. Under section 18(2)(m), this report must include our advice on whether, due to any of the matters identified in section 18, it may be more appropriate to deal with the matters that would be authorised by the proposed approvals under another Act or Acts.

83. We do not consider there are any matters raised in this report which make it more appropriate for the proposed approvals to be authorised under another Act or Acts. We acknowledge the views of the Minister for Māori Development and the Minister for Māori Crown Relation on this application at paragraph 81; however, we are satisfied the project is an eligible activity as discussed in this report.

Attachment 1: Provisions of section 18 of the Fast-track Approvals Act 2024

Section	Information required	Paragraph reference in this report
18(1)	The Minister must, for a referral application, obtain and consider a report that is prepared by the responsible agency in accordance with this section.	12, 13
18(2)(a)	Any relevant iwi authorities and relevant Treaty settlement entities	19, 21
18(2)(b)	Any Treaty settlements that relate to land, species of plants or animals, or other resources within the project area	34
18(2)(c)	The relevant principles and provisions in those Treaty settlements, including those that relate to the composition of a decision-making body for the purposes of the Resource Management Act 1991	36-57
18(2)(d)	Any recognised negotiation mandates for, or current negotiations for, Treaty settlements that relate to the project area.	22
18(2)(e)	Any court orders or agreements that recognise protected customary rights or customary marine title within the project area.	23, 58
18(2)(f)	Any applicant groups under the Marine and Coastal Area (Takutai Moana) Act 2011 that seek recognition of customary marine title or protected customary rights within the project area.	23, 58
18(2)(g)	Whether the project area would be within or adjacent to, or the project would directly affect, ngā rohe moana o ngā hapū o Ngāti Porou (and, if so, the relevant provisions of the Ngā Rohe Moana o Ngā Hapū o Ngāti Porou Act 2019).	24, 58
18(2)(h)	Whether the project area includes any taiāpure-local fisheries, mātaihai reserves, or areas that are subject to bylaws or regulations made under Part 9 of the Fisheries Act 1996 (and, if so, who the tangata whenua are).	25, 59
18(2)(i)	Whether the project involves an activity that could be the subject of a determination under 23 (and, if so, who the owners of the land are).	27
18(2)(j)	If the proposed approvals include an approval described in any of section 42C(4)(a) to (d) (resource consent, certificate of compliance, or designation), (i) iwi authorities and groups that represent hapū that are parties to any relevant Mana Whakahono ā Rohe or joint management agreements.	29, 30, 60-73

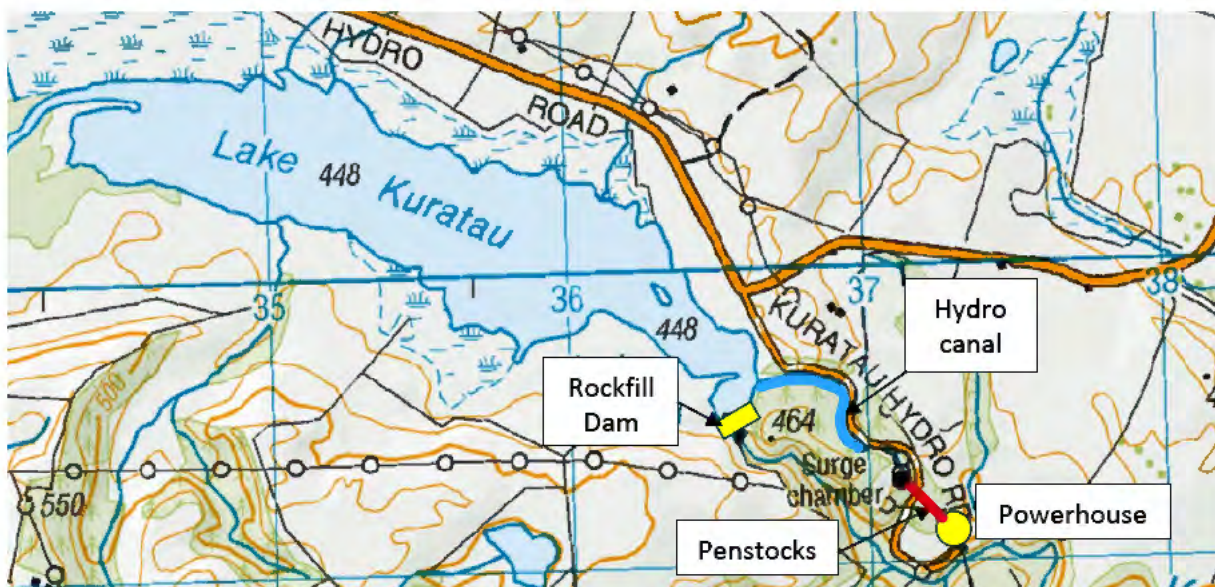
	(ii) The relevant principles and provisions in those Mana Whakahono ā Rohe and joint management agreements.	
18(2)(k)	Any other Māori groups with relevant interests.	31
18(2)(l)	A summary of— (i) comments received by the Minister after inviting comments from Māori groups under section 17(1)(d) and (e); (ii) any further information received by the Minister from those groups	75-78
18(2)(m)	The responsible agency's advice on whether, due to any of the matters identified in this section, it may be more appropriate to deal with the matters that would be authorised by the proposed approvals under another Act or Acts.	83
18(3)	In preparing the report required by this section, the responsible agency must— (a) consult relevant departments; and (b) provide a draft of the report to the Minister for Māori Development and the Minister for Māori Crown Relations: Te Arawhiti.	79-81
18(4)	Those Ministers must respond to the responsible agency within 10 working days after receiving the draft report	79

Attachment 2: Project location maps

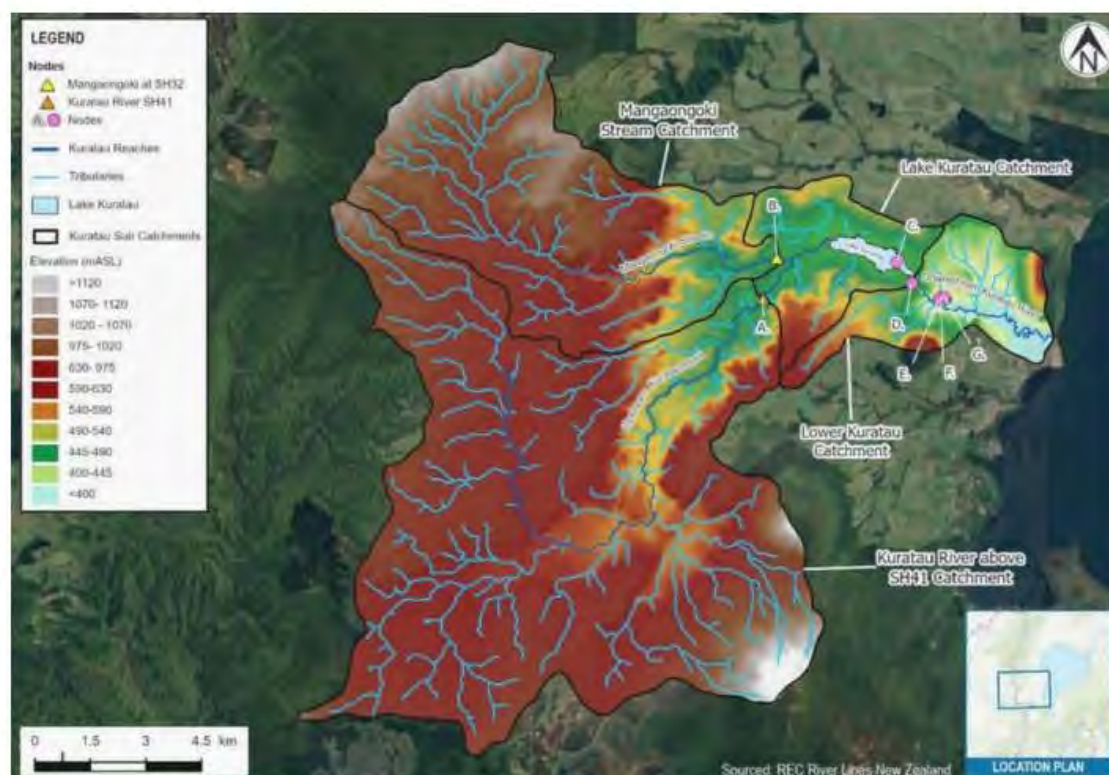
Map 1. Location of Kuratau Hydroelectric Power Scheme



Map 2. General layout of Kuratau Hydroelectric Power Scheme



Map 3. Catchment of Kuratau River



Attachment 3: List of relevant Māori groups

Name of group	Type of group (section of Act)
Tūwharetoa Māori Trust Board	Iwi authority (s18(2)(a))
Te Kotahitanga o Ngāti Tūwharetoa	Treaty settlement entity – Ngāti Tūwharetoa Claims Settlement Act 2018 (s18(2)(a))
Ngāti Hāua Iwi Trust	Iwi authority (s18(2)(a))
Te Whiringa Kākaho o Ngāti Hāua	Treaty settlement entity (s18(2)(a)), mandated entity (s18(2)(d)) – deed of settlement signed 29 March 2025
Raukawa Settlement Trust	Iwi authority (s18(2)(a)); Treaty settlement entity – Raukawa Claims Settlement Act 2014 (s18(2)(a))
Ngāti Manunui	Other Māori Groups with relevant interest (s18(2)(k))
Ngāti Parekaawa	Other Māori Groups with relevant interest (s18(2)(k))
Waihi Pukawa Land Trust	Other Māori Groups with relevant interest (s18(2)(k))
Waituhi Kuratau 1B1 Ahuwhenua Trust	Other Māori Groups with relevant interest (s18(2)(k))
Waituhi Kuratau Land Trust	Other Māori Groups with relevant interest (s18(2)(k))

Attachment 4: Obligations in the Ngāti Tūwharetoa Claims Settlement Act 2018

Subpart 2—Te Kaupapa Kaitiaki

180 Te Kaupapa Kaitiaki

- (1) The purpose of Te Kaupapa Kaitiaki is to identify the matters described in subsection (2) in order to—
 - (a) promote the sustainable and integrated management of the Taupo Catchment environment for the benefit of Ngāti Tūwharetoa and all people in the Taupo Catchment (including future generations); and
 - (b) provide for the relationship of Ngāti Tūwharetoa and their culture and traditions with their ancestral lands, water, sites, geothermal resources, wāhi tapu, and other taonga; and
 - (c) respect Ngāti Tūwharetoa tikanga in the management of the Taupo Catchment.
- (2) The matters referred to in subsection (1) are—
 - (a) the vision, objectives, desired outcomes, and values for the Taupo Catchment;
 - (b) any significant issues for the Taupo Catchment;
 - (c) any other matters relevant to the Taupo Catchment.
- (3) Te Kaupapa Kaitiaki must not contain rules or other methods.
- (4) In preparing and approving Te Kaupapa Kaitiaki, Te Kōpua Kāpananapa may consider any of the following, to the extent that it is relevant to the purpose of Te Kaupapa Kaitiaki:
 - (a) any information or document;
 - (b) any enactment.
- (5) [Part 2](#) of Schedule 6 has effect according to its terms.

Obligations of local authorities and Environmental Protection Authority in relation to Te Kaupapa Kaitiaki

182 Effect of Te Kaupapa Kaitiaki on RMA planning documents and resource consent applications

- (1) This section applies to the Environmental Protection Authority or a local authority when deciding or processing an application for a resource consent or a review of the conditions of a resource consent if the resource consent relates to an activity listed in [section 184\(1\)\(b\)\(i\) to \(vi\)](#).
- (2) Until the local authority has complied with its obligations under [section 181](#) in relation to RMA planning documents, the Environmental Protection Authority or local authority must have particular regard to Te Kaupapa Kaitiaki.

Subpart 3—Hearing commissioners

184 Application

- (1) This subpart applies to any application under the [Resource Management Act 1991](#) for a resource consent or for a review of the conditions of a resource consent if the resource consent—
 - (a) has been, or is to be, notified in accordance with the [Resource Management Act 1991](#); and
 - (b) relates to 1 or more of the following activities:
 - (i) using land in the Taupo Catchment;
 - (ii) taking heat or energy from water in the Taupo Catchment;
 - (iii) taking heat or energy from the material surrounding geothermal water in the Taupo Catchment;
 - (iv) taking, using, damming, or diverting water in the Taupo Catchment;
 - (v) making a point source discharge to Lake Taupo or its tributaries;
 - (vi) any activity listed in [section 13\(2A\)](#) of the Resource Management Act 1991 in relation to Lake Taupo or its tributaries;
 - (vii) any activity that the relevant authority considers appropriate for this subpart to apply to.
- (2) In this subpart, **relevant authority** means—
 - (a) a Minister who appoints a board of inquiry under [Part 6AA](#) of the Resource Management Act 1991; or
 - (b) a local authority that appoints 1 or more hearing commissioners for the purposes of [Part 6](#) of the Resource Management Act 1991.

185 Register of hearing commissioners

- (1) Te Kōpua Kānapanapa may develop and maintain a register of hearing commissioners to hear and determine applications to which this subpart applies.
- (2) If Te Kōpua Kānapanapa develops a register, it must ensure that the register includes persons with skills, knowledge, and experience across a range of disciplines, including knowledge of tikanga and knowledge of the Taupo Catchment.

186 Appointment of hearing commissioners by relevant authority

- (1) The relevant authority must, on receipt of an application to which this subpart applies, inform Te Kōpua Kānapanapa of the application.
- (2) If the relevant authority decides, in accordance with the [Resource Management Act 1991](#), to appoint hearing commissioners to hear the application, the Authority—
 - (a) must have particular regard to any register developed under [section 185](#); and
 - (b) may appoint 1 or more hearing commissioners listed on the register; and
 - (c) must be guided by the need for the hearing commissioner to have the appropriate skills, knowledge, and experience, including an appropriate knowledge of tikanga; and
 - (d) must be guided, if more than 1 hearing commissioner is appointed, by the need for the hearing panel to have an appropriate range of skills, knowledge, and experience; and
 - (e) must, if the relevant authority is a Minister appointing a board of inquiry under [Part 6AA](#) of the Resource Management Act 1991, comply with the requirements of [sections 149J](#) and [149K](#) of that Act.
- (3) The relevant authority must, if requested by Te Kōpua Kānapanapa, provide Te Kōpua Kānapanapa with a written explanation of—
 - (a) the reasons why it appointed a hearing commissioner in relation to a particular application; and
 - (b) how the authority has complied with subsection (2).

Attachment 5: Te Kaupapa Kaitiaki (Taupō Catchment Plan)

The background of the cover is a photograph of a landscape at sunset or sunrise. A large, dark mountain range is visible in the distance, with a small town or village nestled at its base. The foreground is a body of water, likely Lake Taupō, reflecting the warm colors of the sky. Overlaid on the image are several large, semi-transparent geometric shapes: a large triangle in the upper left and a series of concentric semi-circles in the lower left. The sky is a mix of orange, pink, and purple hues.

Te Kaupapa Kaitiaki

Taupō Catchment Plan

November 2022

He mihi

Kei ngā rau kahurangi, koutou i ngaro wawe i te tirohanga kanohi, haere ki tua o Paerau, ki te kāpunipuni o te wairua ki reira okioki atu ai.

Otirā, tēnā tātau e te hunga ora puta noa i te rohe, nei noa ake te hau o mihi e rere atu nā ki a koutou, tatū atu hoki ki te whare ariki o Te Heuheu.

Nei te tauira o Te Kaupapa Kaitiaki, hei wānanga, hei whiriwhiringa mā tātau kia ngātahitia ai tā tātau hoe, ā, kia tau pai ai tātau katoa ki uta.



A plan to protect and improve the health and wellbeing of the Taupō catchment and all its communities now and into the future.



Rārangi ūpoko |

Contents

He kupu whakataki 	7
Introduction	
Wāhanga tuatahi Part A	11
Ngā whakamahuki	
1.1 Te mahi a Te Kōpu ā Kānapanapa	12
The role of Te Kōpu ā Kānapanapa	
1.2 Te pānga ki ngā tuhinga ā-ture	14
The effect of Te Kaupapa Kaitiaki on statutory documents	
1.3 Te whakatinanatanga o Te Kaupapa Kaitiaki	16
Implementation of Te Kaupapa Kaitiaki	
1.4 Tūwharetoa me te takiwā o Taupō	18
Ngāti Tūwharetoa and the Taupō catchment	
1.5 Ngā kaupapa	20
Priority areas	
1.5.1 Ngā Pou e Toru	21
Te pou tuatahi: Tongariro te maunga	22
Te pou tuarua: Te mātāpuna o te wai, te ahi tāmou	25
Te pou tuatoru: Tūwharetoa te iwi, Tūwharetoa te hapū	28
1.5.2 Te Kapua Whakapipi	31
Wāhanga tuarua Part B	33
Te Kaupapa Kaitiaki	
2.1 Te matawhānui	34
Vision for Te Kōpu ā Kānapanapa	
2.2 Ngā mātāpono	36
Te Kaupapa Kaitiaki values	
2.3 He kaupapa anō	37
Other relevant matters	
2.4 Ngā nawe, ngā whāinga, ngā hua	38
Issues, objectives and outcomes	
2.4.1 Tongariro te maunga	38
2.4.2 Te Mātāpuna o te Wai, te Ahi Tāmou	42
2.4.3 Tūwharetoa te iwi, Tūwharetoa te hapū	45
Te Kaupapa Kaitiaki	48
Summary on a page	
He puna kupu	50
Glossary of terms	



An aerial photograph of a winding asphalt road cutting through a dense, green forest. In the upper left, a body of water is visible, and the background shows rolling hills under a bright sky. The image is overlaid with several semi-transparent, geometric shapes in shades of blue and green, creating a layered effect.

He kupu whakataki | Introduction



In March 2015, Ngāti Tūwharetoa signed an Agreement in Principle to negotiate historical grievances with the Crown. The Crown negotiated with Ngāti Tūwharetoa, through the Tūwharetoa Hapū Forum and a Deed of Settlement was signed in July 2017.

The Ngāti Tūwharetoa Claims Settlement Act 2018 (the Act) received Royal Assent in December 2018. The Act represents the final settlement of all historical Treaty of Waitangi claims of Ngāti Tūwharetoa apart from the Tongariro National Park and freshwater rights and interests. It recognises that every generation of Ngāti Tūwharetoa since 1840 has been adversely affected by the Crown's failure to uphold its obligations under Te Tiriti o Waitangi.

Te Kaupapa Kaitiaki is a key requirement under this Act.

It is acknowledged that a key intention of the Act is to enhance Ngāti Tūwharetoa capability and capacity to achieve beneficial environmental and resource management outcomes for the Taupō catchment. To achieve this outcome, it is necessary to ensure that the kawa, tikanga, values and mātauranga of Ngāti Tūwharetoa is respected within the policies and plans that shape the decisions relating to the Taupō catchment.

Te whanake – the principle of sustainable development, is a key cultural value that will guide decisions and activity within the Taupō catchment. It is envisaged that environmental outcomes achieved through adherence to this and the other cultural values identified in this plan will also generate social and economic benefits for Ngāti Tūwharetoa and all people in the Taupō catchment.

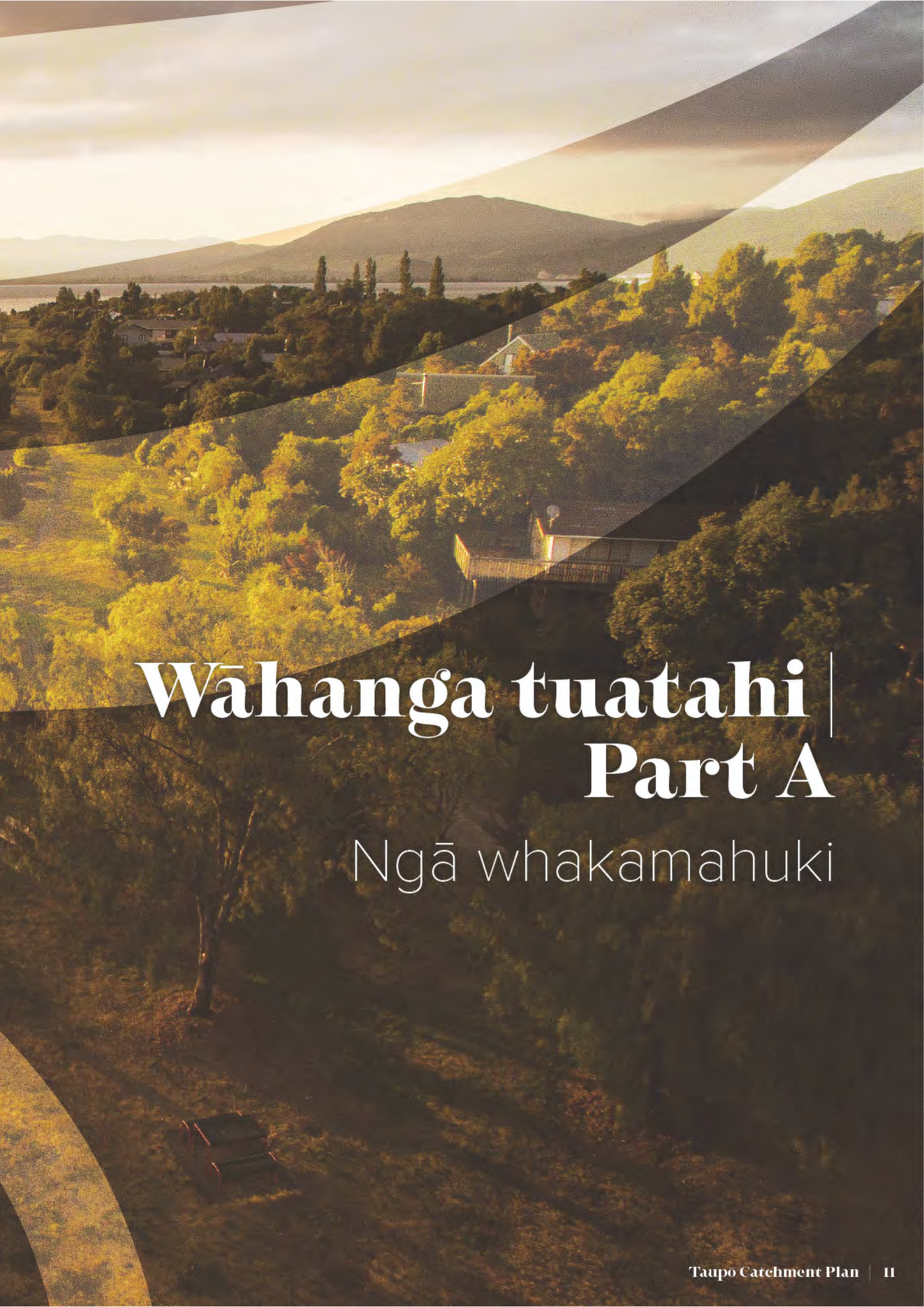
Te Kaupapa Kaitiaki is a high-level plan for the Taupō catchment. Its purpose is to identify the significant issues, values, vision, objectives and outcomes. It is a strategic document and must not include rules or methods. It is underpinned by Ngāti Tūwharetoa perspectives in the form of two principal kaupapa referred to as *Ngā Pou e Toru* and *Te Kapua Whakapipi*. Both kaupapa were endorsed during the claims settlement process. They represent the aspirations, vision, and outcomes of Ngāti Tūwharetoa for settlement and present and future development. The values for the health and wellbeing of the Taupō catchment are derived from these kaupapa.

It is also important to acknowledge that resource management and local government reform reflects the intentions outlined for Te Kaupapa Kaitiaki especially for improved iwi participation in decision-making processes and clearer expression of iwi/hapū values and mātauranga Māori.

In this regard, it is anticipated Te Kaupapa Kaitiaki will achieve positive outcomes for the catchment while at the same time, forge and strengthen partnerships between local government, Ngāti Tūwharetoa, and local communities.





An aerial photograph of a lush, green forested hillside. In the background, a calm lake is visible, with rolling hills and mountains under a soft, hazy sky. The foreground shows dense trees and a small, dark, rectangular structure on a grassy slope. The overall lighting is warm, suggesting late afternoon or early morning.

Wāhanga tuatahi | Part A

Ngā whakamahuki

1.1

Te mahi a Te Kōpu ā Kānapanapa

The role of Te Kōpu ā Kānapanapa

The Ngāti Tūwharetoa Claims Settlement Act 2018 provides for the establishment of a statutory joint committee, Te Kōpu ā Kānapanapa, in order to

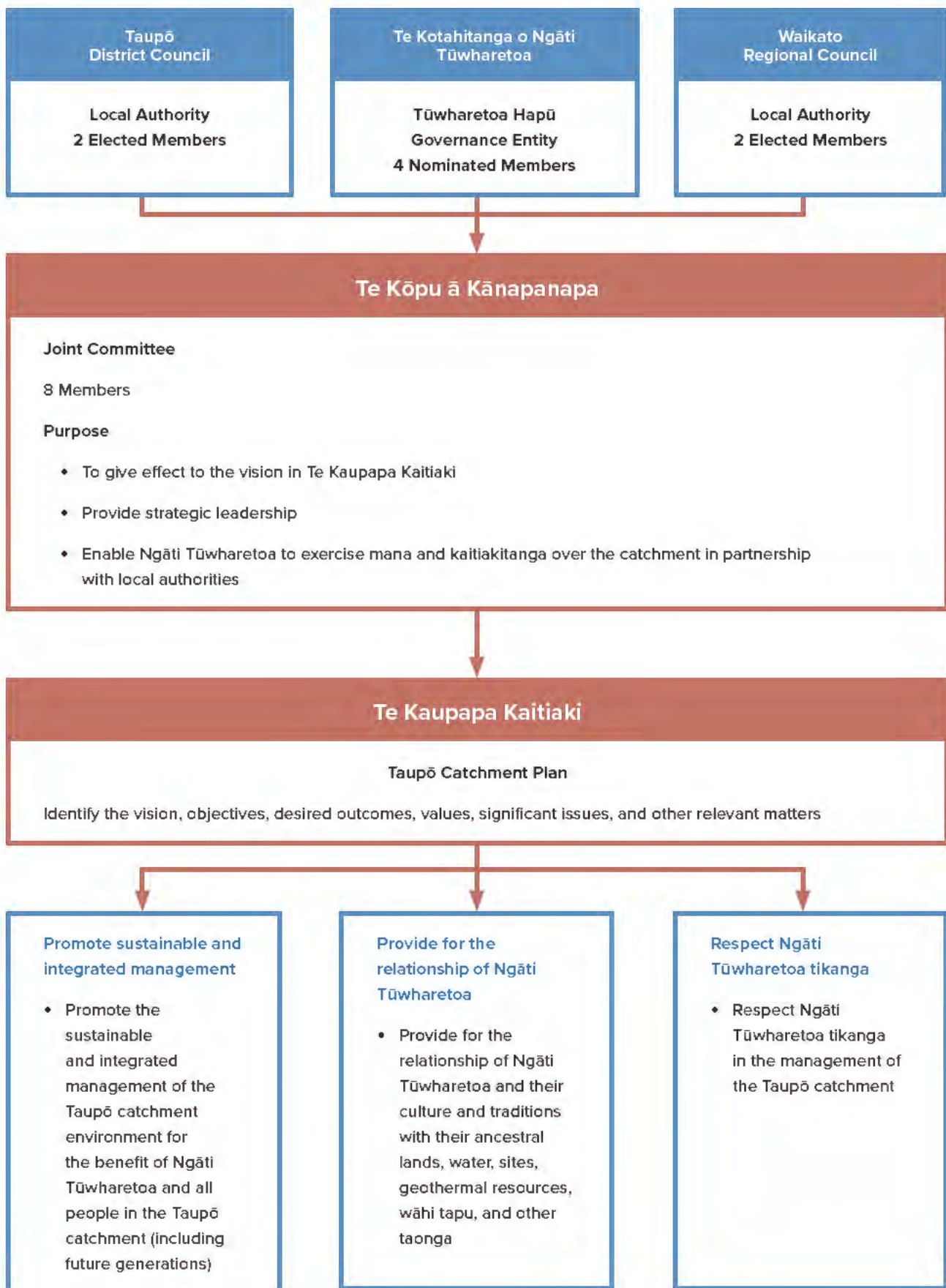
- restore, protect and enhance the environmental, cultural and spiritual wellbeing of the Taupō catchment
- provide strategic leadership on the sustainable and integrated management of the environment in the Taupō catchment
- provide a mechanism for Ngāti Tūwharetoa to exercise mana and kaitiakitanga over the Taupō catchment in partnership with local government.

The joint committee draws membership from Te Kotahitanga o Ngāti Tūwharetoa, Waikato Regional Council and Taupō District Council.

Although a primary focus of Te Kōpu ā Kānapanapa is environmental restoration, protection, and enhancement of the catchment, its purpose is wide ranging. The committee is also concerned with the cultural and spiritual health and wellbeing of the catchment for the benefit of Ngāti Tūwharetoa and all people – including future generations. It is also tasked with giving effect to the vision in Te Kaupapa Kaitiaki, providing strategic leadership and enabling Ngāti Tūwharetoa to exercise mana and kaitiakitanga over the catchment in partnership with local government.

Figure 1

Joint committee structure and purpose



1.2

Te pānga ki ngā tuhinga ā-ture

The effect of Te Kaupapa Kaitiaki on statutory documents

Sections 181-182 of the Settlement Act states that, in preparing, reviewing, varying, or changing a regional policy statement, regional plan or district plan (including a proposed policy statement or plan), a local authority **must recognise and provide for the vision, objectives, values, and desired outcomes in Te Kaupapa Kaitiaki.**

Until such time as the relevant planning documents have recognised and provided for the vision, objectives, values, and desired outcomes in Te Kaupapa Kaitiaki, where a consent authority is processing or making a decision on an application for resource consent (including any review of the conditions of a resource consent) the consent authority must have particular regard to Te Kaupapa Kaitiaki. This only applies to consents for the following activities, within the Taupō catchment:

- i) using land:
- ii) taking heat or energy from water:
- iii) taking heat or energy from the material surrounding geothermal water:
- iv) taking, using, damming, or diverting water:
- v) making a point source discharge to Lake Taupō or its tributaries:
- vi) any activity that enters onto or passes across the bed of a lake or river or damages, destroys, disturbs or removes a plant (or part), the habitats of plants or animals in, on, or under the bed of Lake Taupō or its tributaries.

The requirement to “recognise and provide for” requires the decision-maker to make actual provision for the listed matters. In contrast, the obligation to “have particular regard to” requires those matters to be given genuine attention and thought although they may be rejected.¹

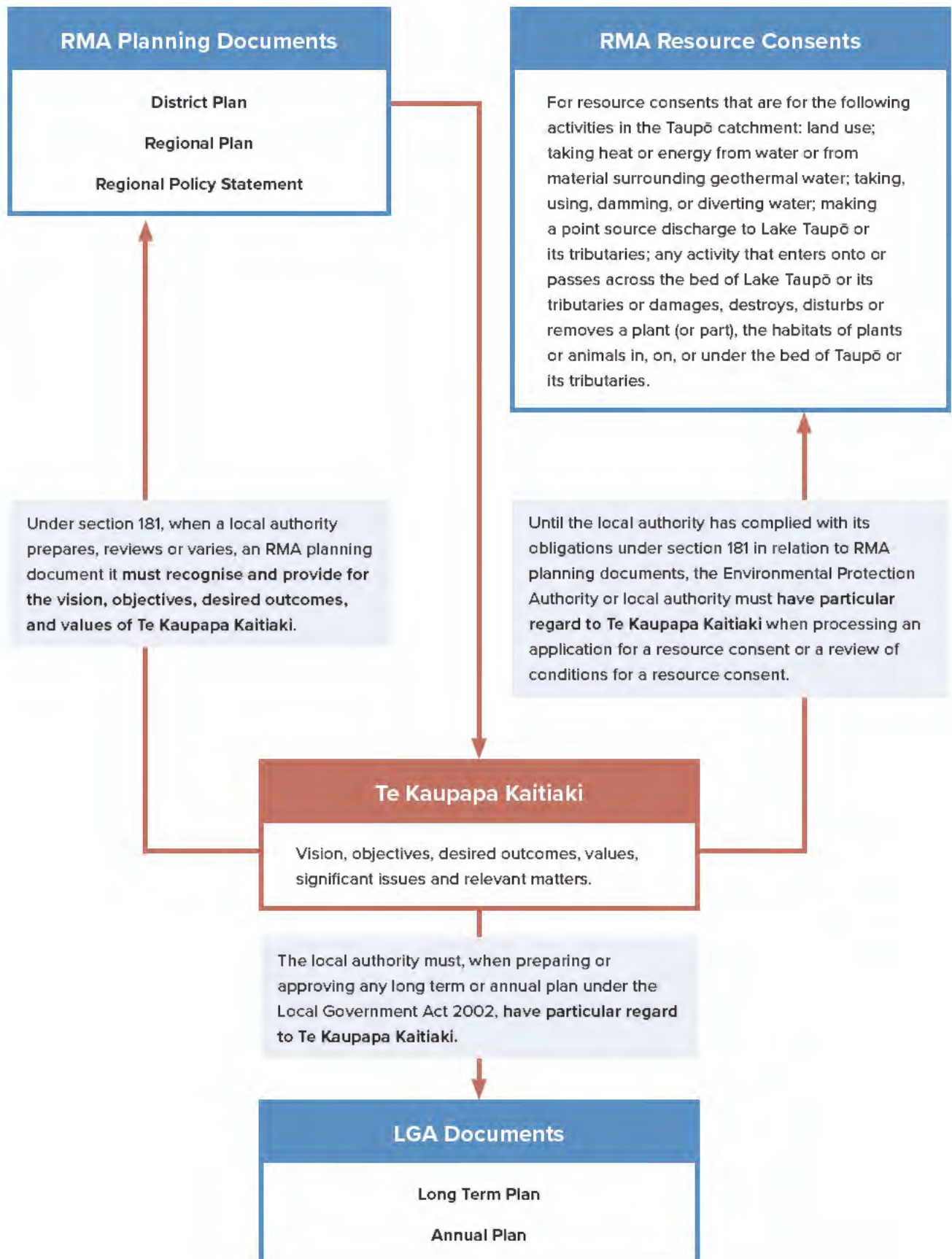
A local authority must, when preparing or approving any long-term or annual plans under the Local Government Act 2002, **have particular regard to Te Kaupapa Kaitiaki** to the extent that its content is relevant to any matter covered by the plan.

¹ Marlborough Ridge Ltd v Marlborough District Council [1998] NZRMA 73



Figure 2

How Te Kaupapa Kaitiaki will affect resource management planning and obligations for local government documents



1.3

Te whakatinanatanga o Te Kaupapa Kaitiaki

Implementation of Te Kaupapa Kaitiaki

The main way Te Kaupapa Kaitiaki will be implemented is through local government statutory and non-statutory plans and activities such as regional and district plans, sub-catchment and zone plans and pest management strategies and action plans. In this regard, Te Kōpu ā Kānapanapa will develop an implementation plan to identify the planning and activity required to achieve the objectives and measure the desired outcomes of Te Kaupapa Kaitiaki.

Te Kōpu ā Kānapanapa and its member organisations recognise that achieving the vision for the catchment will require all of us to work together under a whole-of-catchment approach utilising both statutory and non-statutory means and activities. This will involve concerted effort from councils, communities, agencies, stakeholders, business enterprise and individuals, now and into the future.

Central government is in the process of advancing reform work programmes to overhaul the three waters sector, the resource management system and the role of local government, that will reshape our system of local government.

The overall purpose is to identify how our system of local democracy and governance needs to evolve over the next 30 years to improve the wellbeing of communities and the environment, and actively embody the Treaty partnership. The settlement legislation will continue to require local authorities to recognise and provide for the vision, objectives, desired outcomes, and values of Te Kaupapa Kaitiaki when it prepares, reviews, or varies an RMA planning document. Nevertheless with the RMA under reform, any new legislation will continue to require local authorities to recognise and provide for Te Kaupapa Kaitiaki in the new, long term regional spatial strategy, planning framework and natural and built environments plans. It is therefore important to emphasise that Treaty settlement arrangements must endure beyond these reforms.

It is also important that the vision, objectives, values, and desired outcomes in Te Kaupapa Kaitiaki are articulated in a manner that anticipates change and can be applied regardless of the statutory framework in place and/or the authorities responsible for implementation.

The development of an implementation plan will require input by the authorities responsible for implementation activities, and consultation with others to meet legislative requirements relevant and specific to each of the activities.

Te Kōpu ā Kānapanapa will undertake a review of Te Kaupapa Kaitiaki no later than five years after it is initially adopted and then every ten years. This is a legislative requirement.



Figure 3

A view of the current local government context

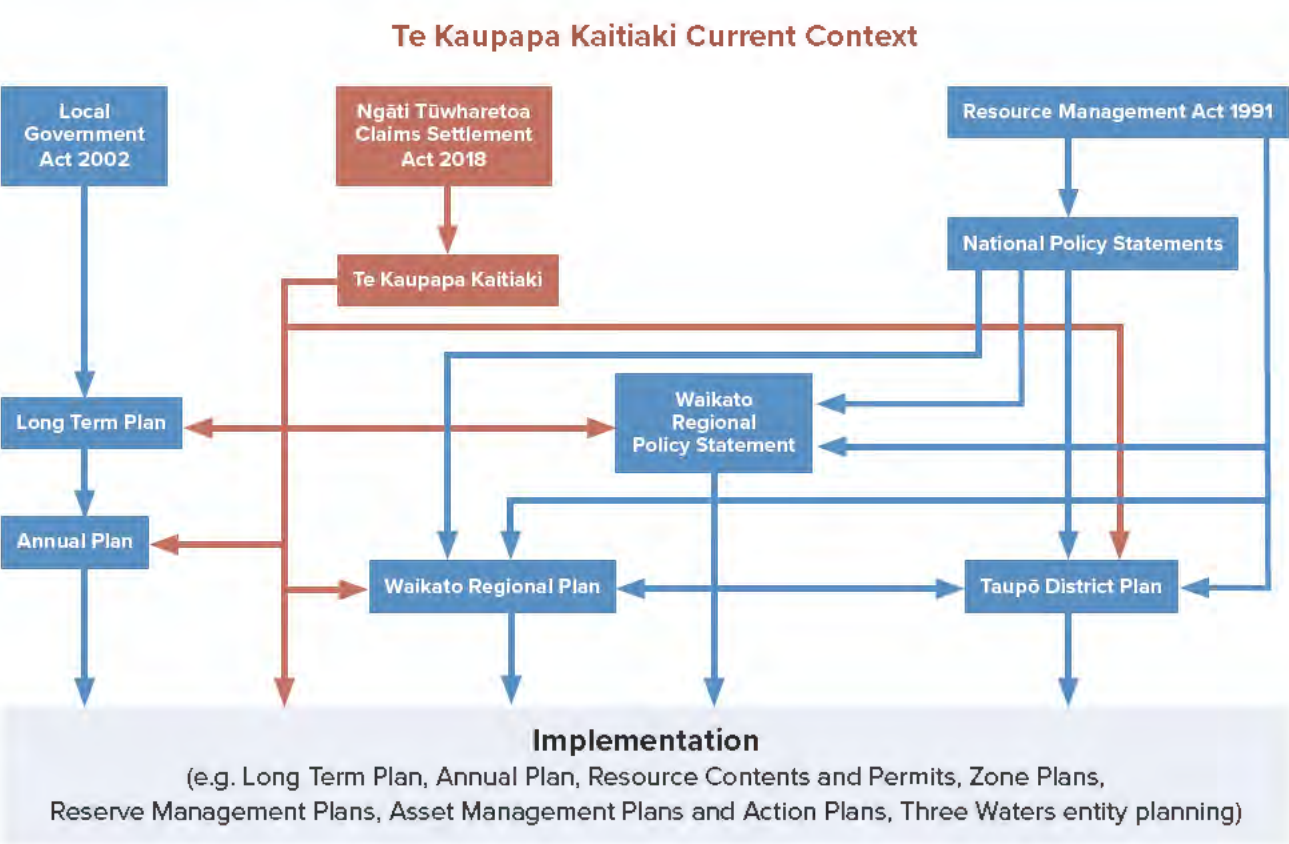
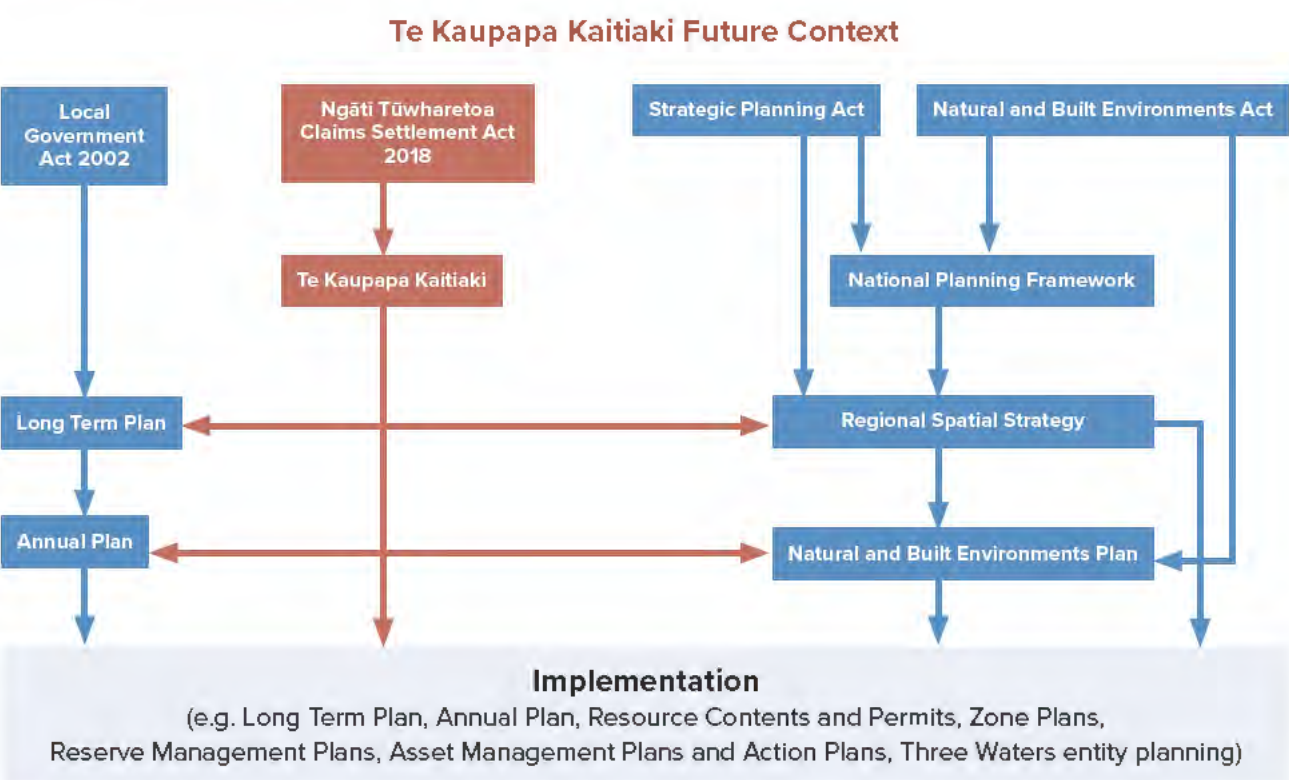


Figure 4

A view of the future local government context



1.4

Tūwharetoa me te takiwā o Taupō

Ngāti Tūwharetoa and the Taupō catchment

Ngā hapū o Ngāti Tūwharetoa have a long association with the Taupō catchment. Beginning with the progeny of early migrants that pre-dated the principal voyaging waka together with those on-board the Te Arawa, Tainui and Mataatua waka, and continuing on from Ngātoroirangi, Kearoa and Tia to the eponymous ancestor Tūwharetoa (Tūwharetoa-i-te-Aupouri), born some eight generations later all the way through to his present-day descendants.

Most of the traditions of Te Arawa and Mataatua ascribe with Tūwharetoa who source the origins of geothermal activity in the Taupō Volcanic Zone to the exploits of Ngātoroirangi, and his sisters Kuiwai and Haungaroa, aided by the atua (or taniwha) Te Pupu and Te Hoata (or Te Haeata)².

Te ao Māori values of whanaungatanga (strong and reciprocal genealogical relationships), mana whakahaere (authority and control), manaakitanga (care, reciprocity, and empowerment) and kaitiakitanga (intergenerational sustainable guardianship) have shaped the way ngā hapū o Ngāti Tūwharetoa manage and care for te taiao (the environment) and ngā taonga tuku iho (the treasures that have been handed down from generation to generation).

The central north island including the Taupō catchment is endowed with many water and geothermal resources, which attracted these early migrants and their descendants to settle and prosper. They drew on the bounty of these waterways and geothermal resources, and because of them, they were able to make the Taupō catchment their home.

Cultural resource management practices such as rāhui (ritual prohibition or reservation) which stem from ngā hapū o Ngāti Tūwharetoa exercising their kaitiaki responsibilities are often described in kōrero pūrākau (cultural narratives). These narratives also help explain the spiritual relationship tangata whenua have with ngā taonga tuku iho, with instances where this relationship manifests itself in the form of taniwha and kaitiaki (spiritual guardians such as Horomatangi of Lake Taupō) associated with particular places and residing within specific natural resources.

In other narratives this spiritual relationship is explained whereby these places act as a link to the past, and as a doorway to Hawaiki (the spiritual homeland) for those that have passed on.

For the benefit of current and future generations, protection and guardianship of this spiritual relationship is seen by ngā hapū o Ngāti Tūwharetoa as having equal importance to the environmental and cultural health and wellbeing of the catchment and the people who reside within it.

Te Kaupapa Kaitiaki is inclusive and beneficial to all; however, it is important to emphasise it does not replace nor replicate the mana held by other iwi and hapū groups and organisations within the Taupō catchment.

2

New Zealand. Waitangi Tribunal. He Maunga Rongo: Report on the Central North Island Claims: Stage One. Amended ed. Wellington, N.Z.: Legislation Direct, 2008. New Zealand. Waitangi Tribunal. Waitangi Tribunal Reports. Web. p1490



Most of the traditions from Mataatua, Te Arawa and Tūwharetoa sources ascribe the origin of geothermal activity in the Taupō Volcanic Zone to the exploits of Ngātoroirangi, and his sisters Kuiwai and Haungaroa, aided by the atua (or taniwha) Te Pupu and Te Hoata (or Te Haeata)

An aerial photograph of a coastal town and harbor. The foreground shows a blue harbor with several boats, including a sailboat and a motorboat. A small white building and a parking lot are visible on the right. The middle ground is filled with green trees and a residential area with houses. The background shows rolling green hills under a blue sky with white clouds.

1.5

Ngā kaupapa

Priority areas



1.5.1 Ngā Pou e Toru

The Deed of Settlement identified three pou or pillars (ngā pou e toru) as a framework that combined, reflects the aspirations for redress of ngā hapū o Ngāti Tūwharetoa. Realising these aspirations will be the focus of the integrated approach taken by Te Kōpu ā Kānapanapa to achieve the outcomes set for the Taupō catchment.

The three pou are:

- **Tongariro te Maunga**
- **Te Mātāpuna o te Wai, Te Ahi Tāmou**
- **Tūwharetoa te Iwi, Tūwharetoa te Hapū**

Ngā Pou e Toru is the foundation statement of Te Kotahitanga o Ngāti Tūwharetoa. It provides the basis of their tikanga, and how they determine their relationships with all things within the environment and all people within. Te Kotahitanga o Ngāti Tūwharetoa trace Ngā Pou e Toru to a time before the emergence of humanity, back to the time when all aspects of Te Ao Mārama were determined, shaped, and cared for by deities.

According to Te Kotahitanga o Ngāti Tūwharetoa, it was after the emergence of humanity, that there was a transition period whereby humanity and deities occupied Te Ao Mārama together. It was during this period that some of these roles were transferred to the ancestors of Ngāti Tūwharetoa, and from there to hapū and whānau.

This pathway set down by Ngā Pou e Toru is how settlement redress for ngā hapū o Ngāti Tūwharetoa will be made.

Te pou tuatahi: Tongariro te maunga

Tongariro is the traditional name given by Ngāti Tūwharetoa to the whole of the mountain range, including its three peaks of Mount Tongariro, Mount Ngāuruhoe and Mount Ruapehu.

Tongariro is synonymous with Ngāti Tūwharetoa and a taonga tapu (sacred treasure). Through karakia recited by Ngātoroirangi as he journeyed inland, and ascended the sacred mountain of Tongariro, he established his claim to the land, and with it the enduring ancestral connection between Ngāti Tūwharetoa and their rohe.

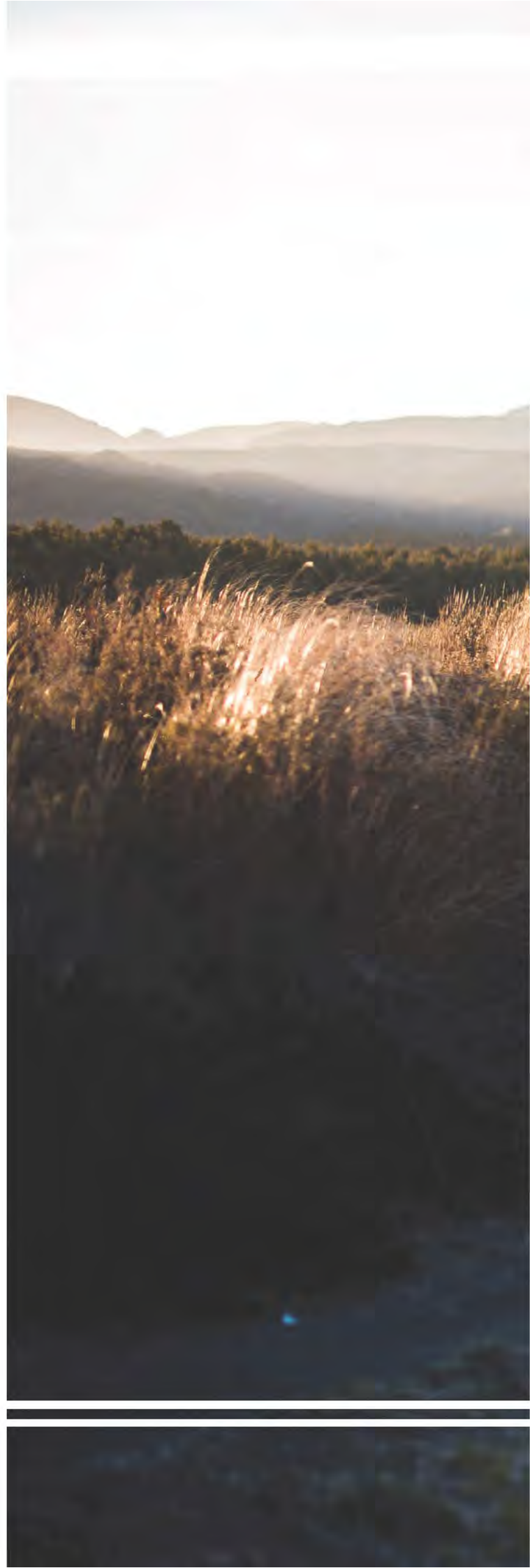
With this understanding in mind, Te Pou Tuatahi: Tongariro te Maunga encapsulates mana whakahaere – the undivided and enduring authority and control of Tūwharetoa over themselves and their rohe – ki uta ki tai (from the mountains to the sea – through partnership and a holistic system of integrated catchment management).

Initiating greater hapū involvement in catchment decision-making in ways that respect Tūwharetoa tikanga and kawa is primarily what this pathway for settlement redress seeks to achieve.

Ngāti Tūwharetoa also aspire to secure redress that gives effect to the true spirit of the tuku taonga of the mountain peaks by Horonuku Te Heuheu Tūkino IV in 1887 as an invitation to the Queen to share in the protection of Ngā Pae Maunga.

Although this is not part of the current redress arrangements with Te Kōpu ā Kānapanapa being the instrument for cultural redress related to the Taupō catchment, the management of the Tongariro National Park and the activities occurring within it do have an impact upon the catchment as a whole.

Te Kōpu ā Kānapanapa will need to remain mindful when applying an integrated catchment management approach of the ecosystem services that the park provides to the lake and surrounding catchment area.





Ka tū ēnei maunga tapu, ko te mātāpuna o te waiora e tuku ana, tēnei whenua i hanga e ngā atua, i hangaia e ngā kaitiaki, i whakawhiwhia ki a Ngāti Tūwharetoa hei paingā mō ngā iwi katoa me ngā whakatupuranga katoa e haere mai ana.

So stand these sacred mountains, the fountain-head of life-giving waters, this land created by gods, cherished by the divine guardians and entrusted to Ngāti Tūwharetoa for the benefit of all people and all generations to come.



Te Mātāpuna o te Wai. Kei te pūmau tonu te hā o Tūwharetoa, kei te pūmau tonu te Ahi Tāmou. Kei te pūmau tonu te Ahi Tāmou, kei te pūmau tonu te hā o Tūwharetoa.

The source of the waters. As long as there is breath left in Ngāti Tūwharetoa so too will burn our sacred flame of occupation. As long as our sacred flame burns so too will there be breath in Ngāti Tūwharetoa.



Te pou tuarua: Te mātāpuna o te wai, te ahi tāmou

Te mātāpuna o te wai

Te Mātāpuna o te Wai goes back to the origin's narrative, to the separation of Ranginui and Papatūānuku. So distraught was Ranginui at being separated from Papatūānuku that he would look down on her from above and tears of love and despair would well up within him and fall upon the skin of his beloved.

Some of the tears would land upon her skin and not be absorbed but would flow upon her. However, other teardrops would be absorbed through her skin. Over millennium on millennium these teardrops would permeate every layer of Papatūānuku until they would pool within her womb.

Again, over time the teardrops would absorb all characteristics of Papatūānuku transformed into wai ora, wai oranga, wai Māori. and imbued with elements and characteristics of unconditional love, life, potential, opportunity, wellbeing and with it the mana and mauri of Papatūānuku.

Ngā puna oranga o Te Kōpu ā Kānapanapa – The life-giving springs of Te Kōpu ā Kānapanapa, the wai ora would return through Tongariro and his supportive mountain ranges and Tauhara. The springs would generate a fountainhead of waiora, reaching out from the mountain slopes to the land below.

From river-lets to mountain streams, merging and meandering down the slopes, forming fast flowing rivers until they eventually joined into wide slow-moving rivers on the plains, onward to the coastlines and from there to the open sea.

With it, wai ora brought love and life, it brought potential and opportunity, and it brought wellbeing. Every part of the environment touched by wai ora blossomed, lush and verdant with life, and without it, no life could exist.

Once wai ora met the sea, it would travel further out to the far away sunrise and there as the Tama Te Rangi (Tama-nui-te-rā, Tamanuiterā) rose into his daily ascendancy, Ranginui would reach out and the wai ora would return to him once more, carrying with it the unconditional love from his beloved Papatūānuku. Her mana and mauri sent back to him through what we call Te Huringa o Te Ora – The Cycle of Life.

Te ahi tāmou

Ngāti Tūwharetoa me ōna hapu consider they are the kaitiaki of their geothermal taonga called forth by Ngātoroirangi. As Ngātoroirangi ascended Tongariro, he was overcome by the cold south wind. Close to death, he called out to his sisters to send the sacred fires of Hawaiki. Thus, the geothermal energy was sent mai Hawaiki ki te tihi o nga pae maunga, saving Ngātoroirangi and establishing the legacy of Te Ahi Tāmou that has sustained his descendants over many generations.

The geothermal resources were used to provide warmth for early crops, for cooking, heating homes, and bathing, and were the source of minerals such as kōkōwai (ochre). Puia, waiariki and ngāwhā were rare and important, prized across te iwi Māori and taonga of Ngāti Tūwharetoa me ōna hapū. Through their ahi kā, Ngāti Tūwharetoa have maintained their customary rights to the geothermal resources of their rohe.

Tongariro itself stands also as the stern of the Te Arawa canoe in the saying, “Mai Maketu ki Tongariro”, an expression of the tribal area of Te Arawa and Ngāti Tūwharetoa, from the prow of the canoe at Maketu, to Tongariro.

This area extends from Whakaari which was one of the mountains that had left after the battle for the hand of Pihanga, to Tongariro. Known today as the Taupō Volcanic Area. It is an area that has the largest and most active concentration of geothermal / volcanic activity in Aotearoa. It is through this kōrero that Ngā Hapū o Ngāti Tūwharetoa claim te mana me te mauri o te ahi tāmou is derived.

Ngāti Tūwharetoa consider they are the traditional kaitiaki of the important lakes and rivers of Te Puku o Te Ika (the belly of the fish, i.e. the central North Island). The lakes and waterways are a source of tribal identity and mana, of physical sustenance and spiritual restoration.

Te Pou Tuarua: Te Mātāpuna o te Wai, Te Ahi Tāmou represents the health and wellbeing of lakes, waterways, geothermal resources, and the surrounding environment and how this is reflected and nourishes the health and wellbeing of the people.

Through the catchment plan, the interdependent relationship between the health and wellbeing of te taiao and the people will be strengthened by enabling Tūwharetoa hapū to exercise kaitiakitanga and mana whakahaere in relation to their taonga tuku iho.

Under Te Kaupapa Kaitiaki, Ngāti Tūwharetoa expectation is that a ‘new’ resource management framework and process will operate to recognise and provide for these traditional components and ensure that the spiritual connection of ngā hapū o Ngāti Tūwharetoa will be strengthened and the wellbeing of all those with whakapapa continue to be restored, protected and nurtured.

It is also their expectation that Te Kaupapa Kaitiaki will provide a platform to enable clearer understanding, engagement, and fairer outcomes in which they are able to actively participate as decision-makers and designers.



Te pou tuatoru: Tūwharetoa te iwi, Tūwharetoa te hapū

As well as ascending Tongariro and calling forth te ahi tāmou (the sacred fires) from Hawaiki, Ngātoroirangi also established a Whare Wairua – Spiritual Domain dedicated to the son of Tūmatauenga. He named the whare wairua Te Wharetoa o Tūmatauenga – The House of Warriors of Tūmatauenga.

Ngātoroirangi

Tangihia

Tangimoana

Kahukura

Rangikamutua

Mawakenui

Mawakeroa

Mawaketaupo

Tūwharetoa

These descendants returned to realise the validation of Ngātoroirangi eight generations later. A male child was born in Kawerau, who was named Manaia. His prowess in all teachings of his time, in every stream of mātauranga and in all physical activity expected of a warrior, caused the elders of the time to turn back to the Whare Wairua established by Ngātoroirangi and rename the young man after Te Wharetoa o Tūmatauenga – Ko Tūwharetoa.

With their act of realising the intent of the Whare Wairua of Ngātoroirangi, they also established the following rights of Tūwharetoa te tangata – Tūwharetoa te iwi.

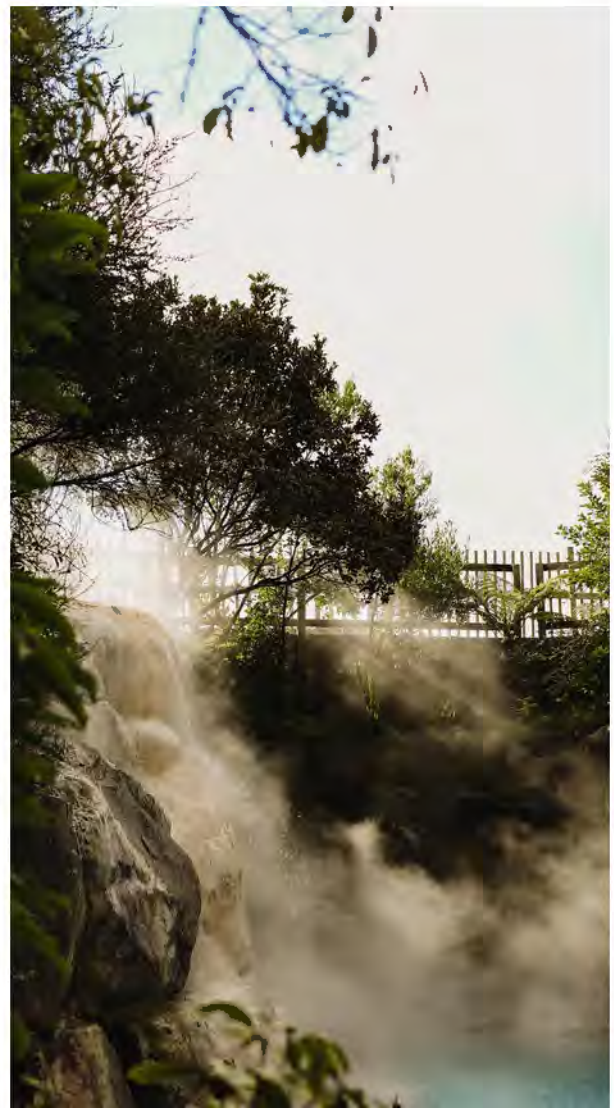
- Tangata whenua
- Mana whenua
- Rangatiratanga, kaitiakitanga, manaakitanga

Through the continual occupation, and whakapapa and whanaungatanga links to the Tūwharetoa rohe by his descendants, ngā hapū o Tūwharetoa have demonstrated their tangata whenua and mana whenua status to this day.

This kotahitanga reflects the strength of Ngāti

Tūwharetoa in moving towards settlement of their historical Treaty grievances and in looking towards the future. Ngāti Tūwharetoa consider that their whakapapa brings their people together, united under the korowai of the Ariki. Ngāti Tūwharetoa maintain that this unity is their strength, enabling them to protect their people and taonga. Ngāti Tūwharetoa thrive when hapū and whānau are strong and united by whakapapa and tikanga.

Under Te Pou Tuatoru: Tūwharetoa te Iwi, Tūwharetoa te Hapū, one of the primary settlement objectives of Ngāti Tūwharetoa is to strengthen the mana whakahaere, tino rangatiratanga and kaitiakitanga of whānau, hapū and Ngāti Tūwharetoa as a whole. To this end, the catchment plan will commit to objectives for social development and economic prosperity for Tūwharetoa te iwi, Tūwharetoa te hapū as well as environmental, cultural, and spiritual health and wellbeing.





Tūwharetoa te hapū, Tūwharetoa te iwi signifies that unity is a source of tremendous strength and power that may be activated at any point in time through a united and collectively mobilised hapū and the leadership of Te Ariki.

Affirms the eternal commitment of Ngāti Tūwharetoa to uphold and protect Tūwharetoa kawa, tikanga, mātauranga, reo, customs and ritual.

Symbolises the inextricable accountability of hapū, whānau, Te Arikitunga and Te Ariki for ensuring the security and holistic wellbeing of Ngāti Tūwharetoa and its institutions.





1.5.2 Te Kapua Whakapipi

Te tumu whakapūmau

Kia pūmau te mana me te mauri o te hau kainga

Kia pūmau te mana me te mauri o te hapū

Kia pūmau te mana me te mauri o te Ariki

Te paepaeroa

Ko te amorangi ki mua tū atu

He tapu te tū o te tangata

He mana kei roto i te kōrero

Me tū rangatira

Tika me te pono

Aroha ki te tangata manaaki

Te Tumu Whakapūmau outlined above is Te Kawa o Te Kapua Whakapipi according to the tikanga o Ngāti Tūwharetoa. Te Kapua Whakapipi is outlined in the definitions of the Te Kotahitanga o Ngāti Tūwharetoa Trust Deed. Between 2012 and 2014, Te Ariki, Ta Tumu Te Heuheu embarked on a historic haerenga of Ngāti Tūwharetoa marae and main urban centres of Aotearoa to visit ‘Te Arikitunga’ – the hapū, whānau and people of Ngāti Tūwharetoa. Each visit was pre-notified and it was made known that Te Ariki sought to encourage and facilitate discussion of Ngāti Tūwharetoa of every gender, age group and background on the issues that concerned them and their visions, aspirations and desired outcomes.

This haerenga is referred to as Te Kapua Whakapipi, the coming together of the people under the call of Te Ariki to ensure that their voices were heard and their views were acknowledged by our paramount authority. Te Kapua Whakapipi is an invaluable record of the vision and desired outcomes of Te Arikitunga on all matters pertaining to their wellbeing (cultural, social, spiritual, economic and environmental). This record has been affirmed under the mana of Te Ariki Ta Tumu Te Heuheu and Te Arikitunga (hapū and whānau) as a permanent, authentic record and source of information and will be given active expression in Te Kaupapa Kaitiaki through adherence to Tūwharetoa tikanga and the principle of mana whakahaere.





Wāhanga tuarua | Part B

Te Kaupapa Kaitiaki

2.1

Te matawhānui

Vision for Te Kōpu ā Kānapanapa

Te Kōpu ā-Kānapanapa intends to adopt the vision for the catchment derived from the Ngāti Tūwharetoa settlement legislation:

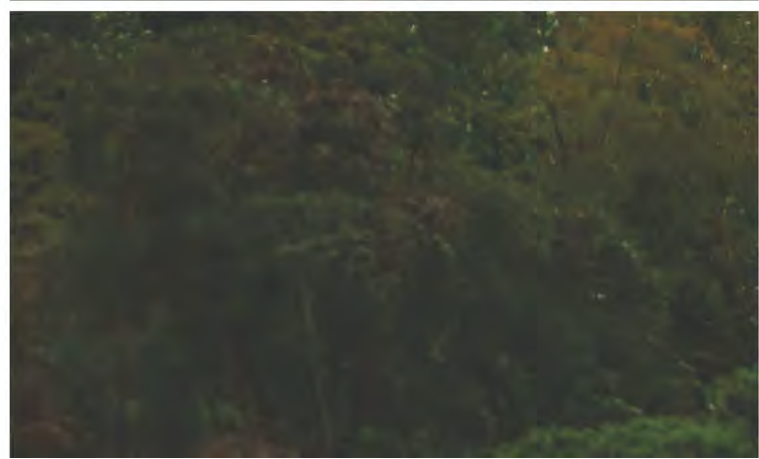
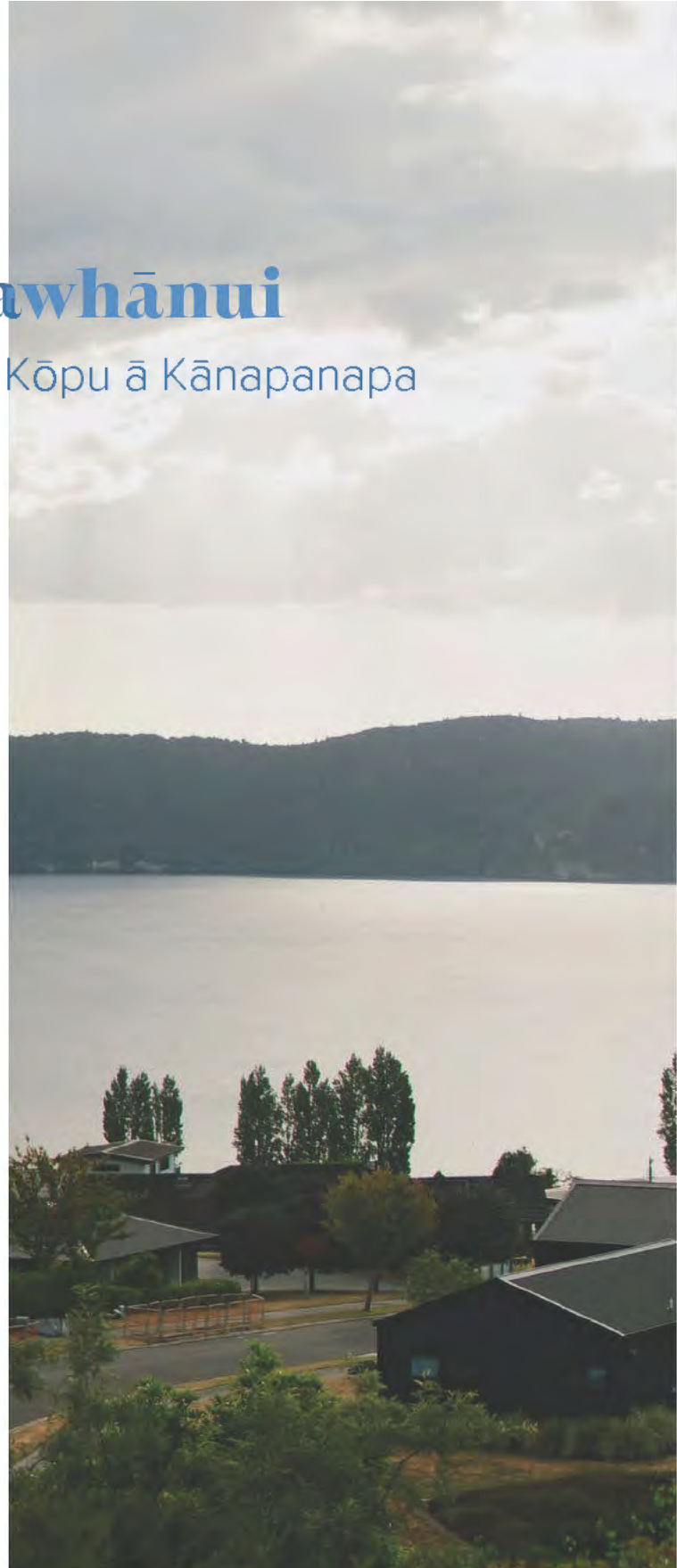
For a healthy Taupō Catchment that is capable of sustaining the whole community and that is managed in a manner that reflects Ngāti Tūwharetoa tikanga.

This vision is founded on Ngāti Tūwharetoa's relationship with the natural resources and the human and spiritual entities of the Taupō catchment according to Ngāti Tūwharetoa tikanga.

Ngāti Tūwharetoa are inextricably linked by whakapapa and whanaungatanga to their taonga tuku iho (ancestral treasures), including Tongariro Maunga, te mātāpuna o te wai (the source of the waters), Lake Taupō (Taupō Moana) and the rivers that flow into it, Te Awa o Waikato (the Waikato River), Te Ahi Tipua (the geothermal resources), and the whenua (the land). These natural resources are uniquely represented through Ngā Pou e Toru.

These taonga are imbued with their own mauri (life force), mana (power and prestige), and wairua (spiritual essence). Nurturing these components ensures their future wellbeing.

The Ngāti Tūwharetoa vision for sustainable and integrated management of these natural taonga is inspired by Ngāti Tūwharetoa's customary obligation as kaitiaki (guardian) and their whanaungatanga (genealogical connection) to ensure the spiritual and physical wellbeing of people and all natural taonga.





For a healthy Taupō Catchment that is capable of sustaining the whole community and that is managed in a manner that reflects Ngāti Tūwharetoa tikanga.

2.2

Ngā mātāpono

Te Kaupapa Kaitiaki values

Using a tikanga based approach, Tūwharetoa see themselves as kaitiaki responsible for the care and management of their taonga tuku iho (ancestral treasures).

They hold themselves responsible to past, present, and future generations as well as being responsible to the environment itself whilst practicing te whanake (sustainable development) principles for ongoing use. Te whanake also embodies the celebration of renewal and accumulation of knowledge. It provides for reciprocal interaction between hapū/whānau and their environment, giving them the ability to utilise natural resources without compromising their capacity for future renewal.

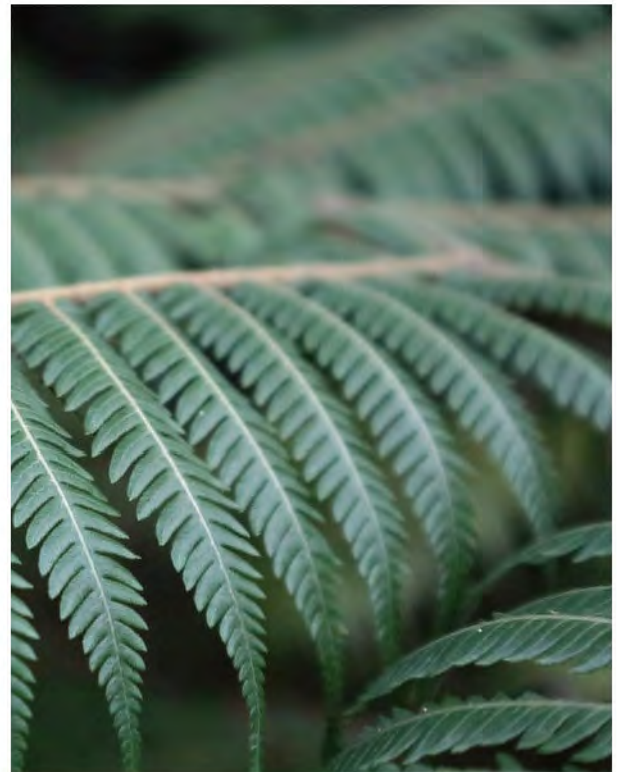
The vision of Ngāti Tūwharetoa is founded on the following principles derived from tikanga:

- a) **the principle of mauri:** the health and wellbeing of the Taupō catchment reflects and nourishes the health and wellbeing of Ngāti Tūwharetoa.
- b) **the principle of mana:** the active protection and restoration of the relationship of Ngāti Tūwharetoa with the Taupō catchment (including Ngāti Tūwharetoa mana whakahaere and kaitiaki role).
- c) **The principle of wairuatanga:** respecting and upholding the spiritual essence relating to all things and people.
- d) **the principle of te whanake:** the sustainable development of Ngāti Tūwharetoa taonga, Ngāti Tūwharetoa, and the whole community.
- e) **the principle of integrated management:** the natural resources within the Taupō catchment are interdependent and should be managed in an integrated manner.

In addition to the principles above which are identified in the Settlement Act, **Ngā Pou e Toru** provides a set of values that guide the development and application of Te Kaupapa Kaitiaki.

The te ao Māori derived values of **rangatiratanga**³ (right to exercise authority, self-determination), **whanaungatanga** (strong and reciprocal genealogical relationships), **manaakitanga** (care, reciprocity, and empowerment), **kaitiakitanga** (intergenerational sustainable guardianship) and the importance of **whakapapa** (genealogy) are also seen as guiding values for how the plan will operate.

The Treaty principles of **partnership**, **protection** and **participation** combined with all the values above forms the basis for how Te Kaupapa Kaitiaki will be implemented.



3

A more literal meaning is the ability to weave groups together (and lead them under a common purpose)

2.3 He kaupapa anō

Other relevant matters

In addition to identifying the vision, objectives, desired outcomes, any significant issues and values, the purpose of Te Kaupapa Kaitiaki includes identifying any other relevant matters, in order to promote the sustainable and integrated management, provide for the relationship of Ngāti Tūwharetoa, and respect Ngāti Tūwharetoa tikanga in the management of the Taupō catchment. These other relevant matters currently include:

- Seeking a rationalisation of the roles and functions of the multitude of agencies with statutory and non-statutory responsibilities to promote the restoration, protection, and enhancement of the environmental, cultural, and spiritual wellbeing of the Taupō catchment.
- To maintain the gains made by the Lake Taupō Protection Project and the programme of work aimed at reducing the amount of manageable nitrogen leaching into the lake by 20 percent.
- The importance of treating the Whanganui, Taupō and Waikato catchments as one whole system with each part having a bearing on each other and the whole. This will also mean Te Kaupapa Kaitiaki alignment with Treaty settlement obligations associated with these catchments such as Te Ture Whaimana and Te Awa Tupua.
- Resource management planning and policy development (including conservation management strategies and plans for settlement overlay sites, regional policy statements, regional and district plans and relevant matters in national directions and policies) shall recognise and provide for the vision, objectives, desired outcomes, and values of Te Kaupapa Kaitiaki.
- The need to recognise that Lake Taupō as a hydro lake provides a large proportion of New Zealand's renewable electricity supply and balancing the sustainable use of the lake for this purpose will need to continue for the foreseeable future.
- Te Kaupapa Kaitiaki is inclusive and beneficial to all; and by recognising the relationship and overlapping interests of other iwi and hapū within the Taupō catchment and in particular Ngāti Rangi, Ngāti Tahu – Ngāti Whaoa, Raukawa and Tūrangitukua, it will not replace nor replicate the mana held by other iwi and hapū groups and organisations.
- Acknowledging that commercial and recreational activity (such as tourism, recreation, and power generation) derived from the sustainable use of natural resources within the catchment supports the economic and social wellbeing of communities.
- Acknowledging that a balance must be achieved between the demand for natural resource uses of the catchment for external domestic, commercial, and recreational activities and the requirement to sustainably manage the natural taonga of the Taupō catchment.
- Recognition that having appropriate infrastructure⁴ as “a system of inter-connected physical structures that employ capital (social, financial, human, natural) to provide shared services to enhance wellbeing” is important to supporting the purpose, vision, objectives and outcomes of Te Kaupapa Kaitiaki.

⁴ Infrastructure refers to: energy (electricity, oil, gas, hydrogen and other fuels); telecommunications (fixed line, broadband, mobile); social (education, skills, research, health and aged care); resource recovery and waste (landfill and recycling facilities); water (three-waters (private and public), flood protection, storage and irrigation); and, transport (land, aviation, maritime).



2.4

Ngā nawe, ngā whāinga, ngā hua

Issues, objectives and outcomes

Issues, objectives, and outcomes for Te Kaupapa Kaitiaki have been identified under the Ngā Pou e Toru framework. They have also been bundled together under themes.

2.4.1 Tongariro te maunga

There is a lack of effective partnership arrangements and Tūwharetoa ability to exercise their mana, little recognition of tikanga principles and a failure to integrate Ngā Pou e Toru into catchment decision-making.

The vision ngā hapū o Ngāti Tūwharetoa have as kaitiaki for their waterbodies, waterways and geothermal resources is not fully reflected in their use and management.

Ngā hapū o Ngāti Tūwharetoa are disconnected from their taonga tuku iho because major development and use has increased the degradation of culturally significant sites and areas of interest, the natural taonga at these sites, and their physical, spiritual, social and cultural values.

This disconnect has also meant that traditional resource management practices and associated kawa, tikanga, mātauranga and values are not fully recognised and the spiritual and cultural connection ngā hapū o Ngāti Tūwharetoa has to the catchment has diminished.

Resource agency planning is often misaligned and there is limited regard for the key institutions of Arikitunga and Te Ariki on catchment management and decision-making.

The protection of natural and physical resources can impede their use and sustainable development and there is a need for improved integrated catchment management – *ki uta ki tai* (from the mountains to the sea). This holistic and integrated management system must acknowledge and ensure the inclusion of hapū, who, as the traditional kaitiaki at place, have applied their mātauranga, kawa and tikanga over many centuries to maintain their obligation to uphold the mana, mauri and wairua of the catchment and its peoples.

Failure of aging private and public stormwater and wastewater infrastructure poses risks to water quality. Appropriate infrastructure is needed. It should be designed and operated to meet community needs and to minimise the risk of failure, without comprising the mauri of te taiao.

Sustainable development outcomes are a consequence of statutory and non-statutory planning, decisions and activity that find a balance between economic prosperity and the protection of natural resources.

Mana whakahaere Authority and control		
Issues	Objectives	Outcomes
• Lack of effective partnership arrangements and use of tikanga in decision-making. • Little recognition of the tikanga principles of mana whakahaere, kaitiakitanga, and manaakitanga in partnership decisions. • Resource management decisions can fail to integrate ngā pou e toru embodied in Te Kaupapa Kaitiaki. • Resource agency planning can be mis-aligned. • Limited regard for the key institutions of Arikitunga and Te Ariki on catchment management and decision-making.	• A genuine Treaty based partnership that provides for ngā hapū o Ngāti Tūwharetoa. • Partnership decisions reflect tikanga, mana whakahaere, kaitiakitanga, manaakitanga, whakapapa and te whanake. • Holistic resource management planning and decision-making that reflects ngā pou e toru. • Aligned resource agency planning. • The institutions of Arikitunga and Te Ariki have greater influence over resource management planning and decision-making. • Te Kaupapa Kaitiaki is reflected in the management of catchment resources. • Strengthen relationships between ngā hapū o Ngāti Tūwharetoa and local authorities. • Give effect to principles of Te Tiriti o Waitangi in decision-making.	• Greater hapū involvement in natural resource planning and management decisions. • Improved decisions leading to ngā hapū o Tūwharetoa exercising mana whakahaere and their kaitiakitanga responsibilities for the catchment. • Agencies and communities recognise and uphold the relationship ngā hapū o Ngāti Tūwharetoa have with their taonga tuku iho. • Ngā pou e toru values, kawa and tikanga are reflected in resource management planning and decision-making. • Ariki and Arikitunga are recognised principles reflected in the decision-making and management of catchment resources. • Te Kaupapa Kaitiaki is recognised and provided for in resource management plans and related decisions.

Te whanake Sustainable development		
Issues	Objectives	Outcomes
Protection of natural and physical resources can impede their use, which may conflict with the needs of people and communities.	- Resource management decisions represent sustainable development so that natural and physical resources are protected and used sustainably to protect the mauri of te taiao and to meet the needs of people and communities. - Sustainable land use for food production provides for people and communities economic and social wellbeing without compromising cultural and environmental objectives and outcomes.	- Resource management decisions remain sustainable and integrated. - Te oranga and the values of te taiao are protected. - People and communities are able to use natural and physical resources to meet their needs without compromising their mauri. - Sustainable development outcomes are realised through statutory and non-statutory planning, decisions and activity - Infrastructure that supports community health and wellbeing: - is designed and operated to meet community needs and to minimise the risk of failure - without compromising the mauri of te taiao.
Torowhānui Holistic approach		
Issues	Objectives	Outcomes
Improving catchment management and planning to recognise the interrelationship between land use, water quality, water quantity and biodiversity is an ongoing issue.	Ongoing improvement to establish a holistic and integrated catchment management and planning – ki uta ki tai (from the mountains to the sea) system.	- Decisions, policy, planning, and actions reflect the ki uta ki tai approach to resource management and its regular review. - An implementation plan that reflects the ki uta ki tai approach to addressing the issues identified in Te Kaupapa Kaitiaki.

Kaitiakitanga | Intergenerational sustainable guardianship

Issues	Objectives	Outcomes
- Hapū unable to exercise kaitiakitanga over their taonga tuku iho - Loss of the hapū connection and relationship to their taonga tuku iho and cultural sites and its impact on cultural wellbeing. - Degradation and threats to the integrity of current taonga tuku iho and cultural sites. - Traditional resource management practices such as rāhui are not fully recognised in the management of natural resources within the catchment. - The spiritual connection ngā hapū o Ngāti Tūwharetoa has to the catchment has diminished.	- Hapū connection and relationships to their taonga tuku iho and cultural sites are strong and vibrant. - Taonga tuku iho and cultural sites are protected, and cultural activities are maintained. - Kaitiakitanga of hapū over their taonga tuku iho is recognised and provided for in natural resource planning and decision-making. - Traditional resource management practices are recognised and included in the way catchment resources are managed. - Policy and planning recognises and provides for the spiritual connection ngā hapū o Ngāti Tūwharetoa has to the catchment. - Taniwha and kaitiaki (spiritual guardians) are respected and protected by maintaining, restoring or enhancing an associated resource.	- Protected taonga tuku iho and wāhi tapu. - Cultural connections are intact and strengthened. - Mana of hapū remains strong. - Hapū are exercising their kaitiakitanga over their taonga tuku iho. - Rāhui and other traditional resource management practices are recognised and available for use. - Maintenance, restoration or improvement of the health and wellbeing of taniwha and kaitiaki. - Cultural narratives related to taniwha and kaitiaki are acknowledged and shared widely.



2.4.2 Te Mātāpuna o te Wai, te Ahi Tāmou

There is a continued concern with the desecration and degradation of te taiao and its capacity to sustain life.

Natural resources and the wide range of ecosystem services they provide are not adequately recognised in the way these resources are managed.

The increasing scale and collective demand on Taupō water and geothermal resources (including government sponsored activities) is having a greater detrimental and often profound negative effect on water quality, mauri, freshwater ecosystems and the health and wellbeing of the catchment, ngā hapū o Ngāti Tūwharetoa and communities.

The iconic taonga status of Lake Taupō, its associated waterbodies, waterways and geothermal resources within the Taupō catchment, have not been sufficiently recognised in past decisions.

Indigenous biodiversity has declined significantly in the Taupō catchment, and the ability of landowners to use their land is constrained by increased pressure to protect the indigenous biodiversity present on current land holdings.

Contributions made by landowners in an effort to protect and restore indigenous biodiversity and the need to work together are not adequately recognised in current policy. Acute awareness that pest plants and animals are having a negative impact on the environment and wider community, and the catchment is increasingly vulnerable to a range of natural hazards and the impact of climate change.

Te ora me ngā hua o te taiao Health and benefits of the environment		
Issues	Objectives	Outcomes
- The continued concern with the desecration and degradation of te taiao and its capacity to sustain life - Natural resources and the wide range of ecosystem services they provide are not adequately recognised in the way these resources are managed.	- The health and wellbeing of the environment is nurtured and sustained - Recognise the wide range of ways hapū and communities are supported by the natural environment and seek to maintain these ecosystem services.	- A healthy environment and supporting ecosystems with an enhanced capacity to sustain life - Decisions account for the values provided by ecosystem services.
Ngā taonga tuku iho Treasures handed down from generation to generation		
Issues	Objectives	Outcomes
Past decisions about Lake Taupō and the geothermal resources have not sufficiently recognised the iconic taonga status they hold to ngā hapū o Ngāti Tūwharetoa.	Decisions about Lake Taupō and the geothermal resource recognise and provide for their iconic taonga status and national significance.	- The mana of the hapū and these taonga is strengthened. - Community's enjoyment and pride in the lake and geothermal features are maintained and improved.
Taurima To treat with care, to tend, to foster		
Issues	Objectives	Outcomes
- Indigenous biodiversity has declined significantly in the Taupō catchment for reasons including land use change, loss of natural habitats and competition from introduced species. - The ability of landowners to use their land is constrained by increased pressure to protect the indigenous biodiversity present on current land holdings. - Pest plants and animals have negative impacts on the environment and wider community.	- The decline in indigenous biodiversity within the Taupō catchment is reversed while recognising landowner's need to use their land. - Protection of the health and wellbeing of indigenous ecosystems and uses of the Taupō catchment through active vigilance to reduce biosecurity threats.	- Indigenous biodiversity increases through restoration, protection, and enhancement. - The guardianship status landowners hold over indigenous biodiversity is recognised. - Landowners retain their ability to use their lands. - A reduction in pest plants and animals. - Strengthened indigenous ecosystems. - Reduced impact of pest plants and animals. - Reduced lake weed, algae and slimes that impact the use and enjoyment of Lake Taupō.

Te waiora me ngā mahinga kai | Life-giving waters and customary food gathering

Issues	Objectives	Outcomes
- Increased demands on Taupō water resources and greater impacts on water quality, mauri, freshwater ecosystems and the health and wellbeing of ngā hapū o Ngāti Tūwharetoa and communities. - The vision ngā hapū o Tūwharetoa have for their water bodies and water ways is not fully reflected in the way water bodies are managed.	- Water and water bodies in the Taupō catchment are managed in accordance with the principles and hierarchy of obligations of Te Mana o te Wai, as set out in the National Policy Statement for Freshwater Management 2020: - To protect the mauri and values so that the water is safe for use for traditional medicinal purposes, safe for drinking, safe for taking kai and safe for swimming. - To provide for traditional rituals and spiritual sustenance. - To protect freshwater ecosystems, indigenous species, and trout fisheries. - To reflect the vision ngā hapū o Tūwharetoa has and remains consistent with Te Mana o te Wai.	- Improved water quality. - Improved life-supporting capacity of water bodies. - Reduced nitrogen levels. - Reduced nutrient discharges to Lake Taupō. - Reduced pathogen levels. - Improved ecological health and wellbeing of indigenous species and trout fisheries. - Places for safe swimming, safe drinking and the safe taking of kai are improved. - Appropriate levels of water and allocation. - A clear vision for Taupō water bodies developed by ngā hapū o Tūwharetoa. - Appropriate access to waterbodies for traditional activities.

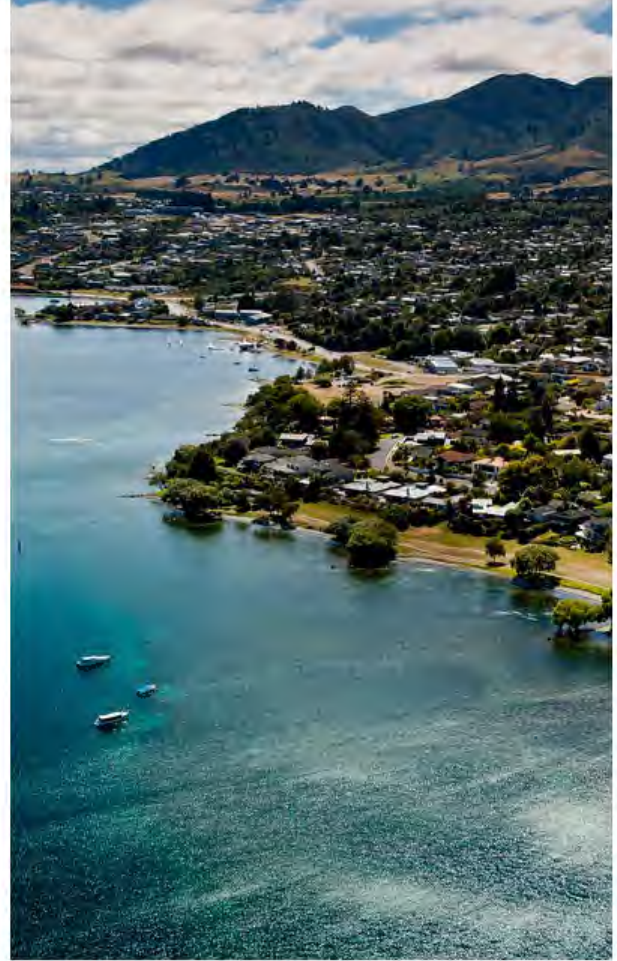
Kia whakarite | Arrange, adjust, organise, balance, fulfil, perform

Issues	Objectives	Outcomes
The catchment is increasingly vulnerable to a range of natural hazards and the impact of climate change.	- Catchment and development is resilient to natural hazards (fire, flooding and inundation, erosion, land subsidence, volcanic hazards, and river breakouts), and the impact of climate change. - Management of the catchment moves toward a low-carbon future.	- Planned responses to natural hazards and climate change protect the health and safety of people and communities. - There is a growing understanding of the risks associated with natural hazards and the impacts of climate change. - Future development decisions respond to natural hazards and climate change risks. - Decisions respond to the need for a low-carbon future.

2.4.3 Tūwharetoa te iwi, Tūwharetoa te hapū

Many Taupō communities rely upon utilising natural and physical resources within the catchment to generate social and economic prosperity. The relationship Ngāti Tūwharetoa have to these taonga (ancestral whenua, waterways and waterbodies, geothermal resources, natural ecosystems and indigenous biodiversity) is also intrinsic to their community social, economic, cultural and spiritual health and wellbeing. These aspects are covered in the issues, objectives and outcomes under pou tuatahi - Tongariro te maunga. There is a lack of research, knowledge and understanding about the health and wellbeing of the catchment including the impact of human activity, flooding and erosion and climate change effects.

There are continuing pressures for improved recreation and tourism access and facilities, resulting in impacts on the natural environment, local communities, and the visitor experience – particularly of concern within the Tongariro National Park.



Te oranga o te tangata | Community health and wellbeing

Issue	Objective	Outcomes
• Opportunities for social development and economic prosperity are inadequate. • Employment, housing, health, and education are social development issues of concern for catchment communities.	• Policy and planning that provide more opportunities for social development and economic prosperity. • Water use supports the needs of people and their cultural, social, economic, health and wellbeing.	• Improved social and economic indicators including employment, housing, health, education and social development. • Increased opportunities for social development and economic prosperity.

Ngā mahi a te rēhia me te ahumahi tāpoi Recreation and tourism		
Issue	Objective	Outcomes
There are continuing pressures for improved recreation and tourism access and facilities, resulting in impacts on the natural environment, local communities, and the visitor experience. These impacts are of particular concern for the Tongariro National Park.	The benefits of recreational and tourist activities and facilities are maintained while protecting the cultural and natural values of the environment.	- Recreational and tourist activities continue. - Functions, features and ecosystems of the natural environment are protected.
Kia mōhio To know, understand, realise, comprehend, recognise		
Issue	Objective	Outcomes
- Lack of research, knowledge and understanding about the health and wellbeing of the catchment including: - The impact of human activity - Flooding and erosion - Climate change effects	Increased research, knowledge and understanding of catchment issues within catchment communities, schools and business enterprise, including the incorporation of mātauranga Māori and increased hapū involvement in research and monitoring.	- Improved monitoring for the catchment leading to better informed decisions. - Improved hapū knowledge and understanding of resource management in the catchment. - Increased hapū involvement in catchment science and monitoring. - The integration of mātauranga Māori into natural and physical resource management. - Improved research, knowledge and understanding within catchment communities, schools and business enterprise. - Improved connection to taiao through education, training, and employment, that is consistent with Ngāti Tūwharetoa tikanga.



Te Kaupapa Kaitiaki

Summary on a page

Te Kapua Whakapipi			Te tumu whakapūmau	Te paepaeroa	Me tū rangatira
Ngā Pou e Toru			Ngā whāinga Objectives	Ngā hua Outcomes	
Tongariro te maunga	Mana whakahaere <i>Authority to control</i>	- Partnership arrangements that give effect to the principles of Te Tiriti o Waitangi - Integrated catchment management - Greater hapū involvement and strengthened relationships with local authorities			
	Kaitiakitanga <i>Intergenerational sustainable guardianship</i>	- Taonga tuku iho are protected - Cultural connections and mana of hapū remains strong - Hapū exercise their kaitiakitanga - Health and wellbeing of the environment and communities are maintained, restored or improved			
	Te whanake <i>Sustainable development</i>	- Resource management decisions remain sustainable and integrated and te taiao is protected - Natural and physical resource use without compromising their mauri - Sustainable development outcomes and land use for food production - Infrastructure that supports community health and wellbeing, is designed and operated to meet community needs and to minimise the risk of failure, without compromising the mauri of te taiao			
	Torowhānui <i>Holistic approach</i>	Decisions and planning recognise the interrelationship between land, water and biodiversity			
Te mātāpuna o te wai, te ahi tāmou	Ngā taonga tuku iho <i>Treasures handed down from generation to generation</i>	- The mana of the hapū and these taonga is strengthened - Improved community enjoyment and pride in the lake and geothermal features			
	Te oranga me ngā hua o te taiao <i>Health and wellbeing of the environment</i>	- The health and wellbeing of the environment is nurtured and sustained - Hapū and communities are supported by the natural environment and ecosystem services			
	Te waiora me ngā mahinga kai <i>Life giving waters and customary food gathering</i>	- Water and water bodies are managed in accordance with the hierarchy and principles of Te Mana o te Wai - Improved water quality and the life supporting capacity of water bodies - Reduced nitrogen and pathogen levels and nutrient discharges to Lake Taupō - Improved ecological health and wellbeing of indigenous species and trout fisheries - Places for safe swimming, safe drinking and the safe taking of kai are improved - Appropriate levels of water and allocation - A clear vision for Taupō water bodies developed by ngā hapū o Tūwharetoa - Appropriate access for traditional activities			
	Taurima <i>Treat with care, to tend to, to foster</i>	- Increased indigenous biodiversity and recognition of the guardianship role landowners provide - Landowners retain their ability to use their lands - Reduced pest plants and animals and their impact - Strengthened indigenous ecosystems - Reduced lake weed, algae and slimes - Indigenous biodiversity restoration, protection, and enhancement			
	Kia whakarite <i>Arrange, adjust, organise, balance, fulfil, perform</i>	- Catchment and development is resilient to natural hazards and the impact of climate change - Management of the catchment moves toward a low carbon future			
Tūwharetoa te iwi, Tūwharetoa te hapū	Te oranga o te tangata <i>Community health and wellbeing</i>	- Improved social and economic indicators and increased opportunities for employment, housing, health, education and social development - Water use supports the needs of people			
	Kia mōhio <i>To know, understand, realise, comprehend and recognise</i>	- Increased research, knowledge and understanding of catchment issues - Incorporation of mātauranga Māori and increased hapū involvement in research and monitoring - Improved connection to taiao through education, training, and employment			
	Ngā mahi a te rēhia me te ahumahi tāpoi <i>Recreation and tourism</i>	Recreational and tourist activities continue while functions, features and ecosystems of the natural environment are protected			

Te matawhānui | Vision

A healthy Taupō catchment that is capable of sustaining the whole community and that is managed in a manner that reflects Ngāti Tūwharetoa tikanga.

Te Kōpu ā Kānapanapa | Joint Committee

To give effect to the vision of Te Kaupapa Kaitiaki

Provide strategic leadership

Enable Ngāti Tūwharetoa to exercise mana and kaitiakitanga over the catchment in partnership with local authorities



Te aronga | Purpose

Promote sustainable and integrated management

Provide for the relationship of Ngāti Tūwharetoa

Respect Ngāti Tūwharetoa tikanga



Te Kaupapa Kaitiaki | Taupō catchment plan

Identifies the vision, objectives, desired outcomes, values, significant issues, and other relevant matters for the catchment.



“Recognised and provided for” in statutory plans

Waikato Regional Policy Statement

Waikato Regional Plan

Taupō District Plan



“Have been given particular regard to” in local government planning

Waikato Regional Council long term plan and annual plan

Taupō District Council long term plan and annual plan



Implementation | Whakatinanatanga

Waikato Regional Council regional plan, long term plan and annual plan

Taupō District Council district plan, long term plan and annual plan

Local authority statutory and non-statutory planning, decisions and activities

Working with stakeholders





He puna kupu |

Glossary of terms

Term	Meaning
Ahi kā (also ahikāroa, ahi-kā-roa)	Burning fires of occupation, continuous occupation
Hawaiki	The traditional Māori place of origin
Horomatangi	Spiritual guardian of Lake Taupō
Kaitiakitanga	Intergenerational sustainable guardianship
Karakia	Recited incantation
Kearoa	Kearoa the wife of Ngātoroirangi and a rangatira in her own right
Ki uta ki tai	“From the mountains to the sea” – a notion promoting a holistic system of integrated catchment management
Kia mataara	To be alert, vigilant, to observe
Kia mōhio	To know, to understand, to realise, to comprehend, to recognise
Kia whakarite	To arrange, adjust, organise, to balance, to fulfil, to perform
Kōrero pūrākau	Cultural narratives
Kuiwai and Haungaroa	Sisters of Ngātoroirangi
Mahinga kai	Customary food gathering areas. It includes the food gathering, protection and nurturing customs practised in accordance with tikanga, and encompasses the way resources are gathered, the places they are gathered from and the actual resources themselves.
Mana	Prestige, authority, control, power, influence, status, spiritual power, charisma – mana is a supernatural force in a person, place, or object.
Mana whakahaere	Authority and control
Mana whenua	Customary authority exercised by an iwi or hapū in an identified area
Manaakitanga	Care, reciprocity, and empowerment
Mauri	Life principle, life force, vital essence, special nature, a material symbol of a life principle
Ngā hapū o Ngāti Tūwharetoa	The sub-tribes of Ngāti Tūwharetoa
Ngā hua o te taiao	The many benefits derived from the environment
Ngā mahi a te rēhia me te ahumahi tāpoi	Recreation and tourism
Ngā puna oranga o Te Kōpu ā Kānapanapa	The lifegiving springs of Te Kōpu ā Kānapanapa
Ngā taonga tuku iho	The treasures that have been handed down from generation to generation
Ngātoroirangi	A founding ancestor for Tūwharetoa who arrived on the Te Arawa waka
Papatūānuku	Earth mother
Puia, waiariki and ngāwhā	Geyser, hot spring, geothermal water, volcanic thermal pool

Rāhui	Ritual prohibition or reservation
Ranginui	Sky father
Taiao	The natural environment
Tangata whenua	“People of the land” - in relation to a particular area, means the iwi or hapū that holds mana whenua over that area
Taniwha	Spiritual guardian
Taniwha and kaitiaki	Spiritual guardians
Taurima	To treat with care, to tend, to foster
Te ahi tipua	The Eternal Fire – representing the divine that burns within all of us
Te ao Māori	The Māori worldview
Te ao Mārama	The world of light
Te Arawa, Tainui and Mataatua waka	Three of the main voyaging vessels that travelled the Pacific Ocean bringing Māori ancestors to New Zealand
Te Huringa o te Ora	The Cycle of Life
Te Kōpu ā Kānapanapa	“The shimmering belly of the fish” – the name of the Joint Committee that derives its name from a reference to Lake Taupō and its surrounds as the shimmering belly of Te Ika a Māui (the fish of Māui or the North Island of New Zealand)
Te Kotahitanga o Ngāti Tūwharetoa	Post Settlement Governance Entity (PSGE) representing ngā hapū o Ngāti Tūwharetoa
Te mātāpuna o te wai, te ahi tāmou	The source of waters, the sacred fires
Te oranga me ngā hua o te taiao	The health and wellbeing of and the many benefits derived from the environment
Te oranga o te tangata	Community health and wellbeing
Te Pupu and Te Hoata (or Te Haeata)	Atua or taniwha associated with the origin of geothermal activity in the Taupō Volcanic Zone
Te waiora me ngā mahinga kai	Life-giving waters and customary food gathering areas
Te Whanake	The principle of te whanake: the sustainable development of Ngāti Tūwharetoa’s taonga, Ngāti Tūwharetoa, and the whole community
Tia	A tribal ancestor who travelled from Maketū to Taupō naming places along the way (including Te Horohoroinga-nui-a Tia (Horohoro), Ātiamuri, Aratitia, and Taupō-nui-a-Tia)
Tikanga	Correct procedure, custom, habit, lore, method, manner, rule, way, code, meaning, plan, practice, convention, protocol - the customary system of values and practices that have developed over time and are deeply embedded in the social context
Tongariro te maunga	Tongariro the sacred mountain

Torowhānui	Holistic
Tūwharetoa te iwi, Tuwharetoa te hapū	Tūwharetoa are the iwi, Tūwharetoa are the hapū
Tūwharetoa-i-te-Aupouri	The eponymous ancestor of Ngāti Tūwharetoa
Wai Māori	Freshwater resources
Wai ora, wai oranga	Life-giving waters
Whakapapa	Genealogy, genealogical table, lineage, descent
Whanaungatanga	Strong and reciprocal genealogical relationships





TE KOTAHITANGA
o Ngati Tuharetoa



GREAT LAKE TAUPŌ
Taupō District Council



REGIONAL COUNCIL
Te Kaunihera ā Rohe o Waikato

Printed November 2022
#7122

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Attachment 6: 2007 Taupō Waters Deed between Tūwharetoa Māori Trust Board and the Crown

DEED BETWEEN

HER MAJESTY THE QUEEN

AND

TUWHARETOA MAORI

TRUST BOARD

THIS DEED dated the *10th* day of *September* 2007

BETWEEN

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation and the Minister of Maori Affairs ("the Crown")

AND

TUWHARETOA MAORI TRUST BOARD ("the Board") a Maori Trust Board established under section 10 of the Maori Trust Boards Act 1955 representing as its beneficiaries within the meaning of the Act Ngati Tuwharetoa, tangata whenua o te papa o Taupo Nui a Tia

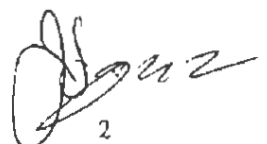
RECORDS the agreement reached between the parties to clarify and replace the 1992 Deed between the same parties.

1. RECITALS

- 1.1 Lake Taupo is a taonga of Ngati Tuwharetoa.
- 1.2 Lake Taupo embodies the mana and rangatiratanga of Ngati Tuwharetoa.
- 1.3 By Deed dated 28 August 1992 ("the 1992 Deed") the Crown (through the Minister) agreed that the ownership of the bed of Lake Taupo, the bed of the Waikato River extending from Lake Taupo to and inclusive of the Huka Falls (excluding the site of the Taupo Control Gates¹) and the beds of certain rivers and streams flowing into Lake Taupo as set out in the schedule to a proclamation made on the 7th day of October 1926 and amended by proclamation on 18 February 1927 (excluding the Tongariro Hatchery Camping Ground²), should be vested in the Board to be held in trust (in accordance with the 1992 Deed) for:
 - 1.3.1 in relation to the bed of Lake Taupo, the Board's beneficiaries; and
 - 1.3.2 in relation to the beds of the specified part of the Waikato River and certain rivers or streams flowing into Lake Taupo, the members of the Ngati Tuwharetoa hapu who adjoin such rivers or streams; and
 - 1.3.3 in relation to all such beds, the common use and benefit of all the peoples of New Zealand to continue to have freedom of entry to and access upon such beds as set out in the 1992 Deed.
- 1.4 In accordance with the 1992 Deed, Taupo Nui A Tia Block, Te Awa O Waikato Ki Te Toka O Tia Block and Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block were vested in

¹ NZ Gazette 1972 page 675 and 1952 page 456.

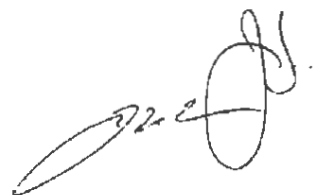
² NZ Gazette 1926 page 1354 and 1928 page 3530.



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the Board by the Maori Land Court and declared to be Maori freehold land. Details of the computer freehold registers for the first two Blocks are contained in Schedule 1.

- 1.5 Details of the computer interest register for the third Block are contained in Schedule 1. It is acknowledged that the third Block does not contain all of the land covered by the 1926 and 1927 proclamations, and those proclamations have been variously amended in accordance with section 14(5) of the Maori Land Amendment and Maori Land Claims Adjustment Act 1926, the most recent being NZ *Gazette* 1999 page 4242. The land included in Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block is described in Schedule 1, and the land no longer included in that Block is described in Schedule 2.
- 1.6 Under the 1992 Deed (following on from section 29(1) of the Maori Land Amendment and Maori Land Claims Adjustment Act 1924) the lands described in recital 1.4 (being the lands described in Schedules 1 and 2) were referred to as "Taupo Waters". For the purposes of this Deed that term has been retained as a description of the land described in Schedule 1. For the sake of clarity, "Taupo Waters" does not include the water over that land.
- 1.7 This Deed continues the agreement of the parties that:
 - 1.7.1 the people of New Zealand's freedom of entry to and access upon Taupo Waters for non-exclusive, non-commercial recreational use and enjoyment and non-commercial research purposes free of charge is preserved; and
 - 1.7.2 Taupo Waters shall be managed as if it were a reserve for recreation purposes under section 17 of the Reserves Act 1977 in partnership between the Crown and the Board through a management board known as Taupo-nui-a-Tia Management Board.
- 1.8 This Deed also records the agreement of the parties for:
 - 1.8.1 the continuation, exchange or establishment of certain property rights;
 - 1.8.2 the clarification of legal issues;
 - 1.8.3 the payment by the Crown for some property rights (including the right for the people of New Zealand to have entry to and access on Taupo Waters as set out in clause 7.1); and
 - 1.8.4 the surrendering by the Board of some financial entitlements, including under section 10 of the Maori Trust Boards Act 1955.
- 1.9 This Deed revokes and replaces the 1992 Deed.

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2. AGREEMENTS REACHED

2.1 Title to Taupo Waters

2.1.1 As recorded in the recitals, title to Taupo Waters has been vested as Maori freehold land in the Board. The Board acknowledges that it holds such title on trust and in accordance with this Deed. The Crown, through the Minister, acknowledges that Taupo Waters is land vested in the Board and the Board has all the rights (including all Maori customary rights not inconsistent with the law or this Deed) and has all the responsibilities and restrictions of a land owner, subject to the trusts and the provisions of this Deed.

2.1.2 The Crown acknowledges that Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block does not equate to all of the land that was covered by the 1926 and 1927 proclamations. The land not included is described in Schedule 2. The Crown will work with the Board to identify equivalent alternative land and/or alternative compensation for the Board to be held on the appropriate trusts.

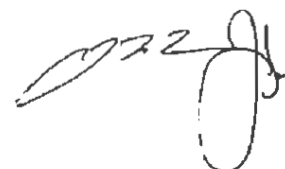
2.2 Access to Taupo Waters

2.2.1 The people of New Zealand shall continue to have freedom of entry to and access upon Taupo Waters for non-exclusive, non-commercial recreational use and enjoyment and non-commercial research free of charge as if Taupo Waters were a reserve for recreation purposes.

2.2.2 Such access by the people of New Zealand shall be subject to:

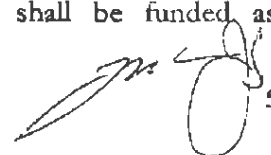
- (a) such conditions and restrictions as the Taupo-nui-a-Tia Management Board considers to be necessary for the protection and well-being of Taupo Waters and for the protection and control of the public using them;
- (b) such legislative enactments as apply to Taupo Waters; and
- (c) any right of exclusive use and enjoyment of any part of Taupo Waters.

2.2.3 Where not inconsistent with the general principle of the people of New Zealand's freedom of entry to and access upon Taupo Waters, the Minister may release any part/s of Taupo Waters (subject in any case to such conditions as the Minister sees fit) from the trust for the common use and benefit of all the peoples of New Zealand and the agreement to administer Taupo Waters as if a reserve for recreation purposes and, thereafter, such part/s will no longer be managed by the Taupo-nui-a-Tia Management Board. No such release shall prejudice any rights of occupation or use granted by Taupo-nui-a-Tia Management Board or the Board current at the date of the release.



2.3 Management of Taupo Waters

- 2.3.1 Management of Taupo Waters as if a reserve shall be by the Taupo-nui-a-Tia Management Board comprising eight members, four of whom shall be appointed by the Minister having regard to the interests of the Crown, conservation, recreation, tourism and freshwater sciences to represent the public interest and four of whom shall be appointed by the Board to represent Ngati Tuwharetoa's interests.
- 2.3.2 If the parties agree, the number of members of the Taupo-nui-a-Tia Management Board may be changed but must retain equal representation and shall not be less than four persons.
- 2.3.3 The Taupo-nui-a-Tia Management Board will appoint one of its members as Chairperson who shall have a deliberative vote, but not a casting vote.
- 2.3.4 The functions of the Taupo-nui-a-Tia Management Board are to:
- (a) manage Taupo Waters as if a reserve for recreation purposes under section 17 of the Reserves Act 1977, subject to the provisions of this Deed;
 - (b) as far as practicable, and where not inconsistent with this Deed, act as if it is an administering body appointed to control and manage Taupo Waters under the Reserves Act 1977, including in accordance with the financial provisions in Part 4 of that Act;
 - (c) determine a Management Plan for Taupo Waters as soon as reasonably practicable taking into account the provisions of this Deed and review such plan as required and at least every ten years;
 - (d) consider and decide applications in accordance with the Management Plan for use of Taupo Waters for:
 - (i) non-commercial research;
 - (ii) recreational use activities that may exclude the general public's use of parts of Taupo Waters;
 - (iii) any increase in the area occupied by Crown structures agreed to by the parties under clause 2.4.2; and
 - (iv) any Crown owned structures for public good purposes agreed to by the parties under clause 2.4.3;
 - (e) perform such further functions as are mutually acceptable to the parties to this Deed and are in accordance with the role of Taupo-nui-a-Tia Management Board in relation to Taupo Waters as a reserve for recreation purposes.
- 2.3.5 The Taupo-nui-a-Tia Management Board shall be funded as follows:

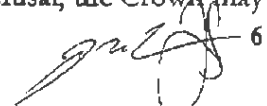


5

- (a) it shall be entitled to charge for any goods or services provided by it for public use;
- (b) it shall be entitled to charge applicants the cost of considering any application for its consent; and
- (c) the balance of the cost (if any) of its management and administration shall be met in a manner subsequently agreed between the parties to this Deed.

2.4 Crown Structures

- 2.4.1 The Crown shall be entitled (at no cost except as set out in clause 2.6 of this Deed and without being required to obtain any further right of occupation or use) to continue the occupation and use of Taupo Waters by its existing structures set out in Schedule 3 and shall have the right to repair, maintain and replace the existing structures.
- 2.4.2 The Crown shall not be entitled to increase the area occupied by any of the existing structures set out in Schedule 3 without the agreement of the Board (which shall not be unreasonably withheld but may be subject to conditions including an appropriate fee for the increased occupation) and provided that the increased occupation is not inconsistent with the Management Plan of the Taupo-nui-a-Tia Management Board.
- 2.4.3 The Crown shall acquire a licence from the Board for occupation and use by future Crown structures for the public good purposes set out in Schedule 4, but with no payment or rent to the Board, and the Board's agreement for such licences shall not be unreasonably withheld. No such licence shall be granted if the licence would be inconsistent with the Management Plan of the Taupo-nui-a-Tia Management Board.
- 2.4.4 The Board shall be under no obligation to maintain or contribute to the maintenance of any Crown structures. The Board shall be under no liability whatsoever in respect of any such structure. The Crown will indemnify and keep indemnified the Board against any claim against the Board for injury or damage or loss by or on behalf of any person arising from or in respect of any Crown structures on or in the Taupo Waters.
- 2.4.5 The Crown has the right to remove any Crown structure without obtaining the approval of the Board. For the purposes of clarity the removal of Crown structures will have no effect on the annual payment under clause 2.6.1(a).
- 2.4.6 If the Crown wishes to dispose of ownership of any Crown structures the Crown will, before accepting any offer, give the Board the right of first refusal at a price and on conditions which are not more stringent than the offer the Crown proposes to otherwise accept. If the Board does not exercise the right of first refusal within a reasonable time or the Board gives notice that it does not intend to exercise the right of first refusal, the Crown may



6

dispose of the ownership of such Crown structure to any other person subject to the consent of the Board to that person, which consent will not be unreasonably withheld

- 2.4.7 The Crown will not dispose of any of the Crown's ownership interest in its structures to any other person under clause 2.4.6, until that other person has been granted by the Board a right of occupation or use (including any condition about payment for such occupation or use and any right of first refusal). The Crown will continue its annual payment under clause 2.6.1(a) to the Board until the Crown concludes any disposal. After disposal the Crown will continue such payment less any appropriate adjustment (in accordance with the allocated share of imputed rental for the Crown structures as set out in Schedule 3). For purposes of clarity it is recorded that any change from Crown ownership of or charging for use of such structures is not to prejudice the Board financially, including with regard to clause 2.6.3.

2.5 Board's right as owner to grant rights of occupation or use for commercial and private structures and other activities

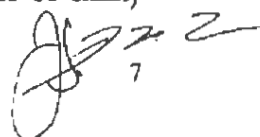
- 2.5.1 The Board, as owner, may grant rights of occupation or use of parts of Taupo Waters for any purpose and charge for the same PROVIDED that no such rights shall conflict with:

- (a) any enactment affecting navigation or safety over Taupo Waters;
- (b) any other provision of this Deed; and
- (c) the provisions of any Management Plan established by the Taupo-nui-a-Tia Management Board.

- 2.5.2 Notwithstanding clause 2.5.1, the Board waives its rights as owner to grant rights of occupation or use to the owners of existing private structures on or in Taupo Waters as identified in Schedule 5 and is not liable for any loss or damage caused by or arising from those structures. The Board's waiver shall continue so long as:

- (a) the owner complies with any statutory authority and conditions (including building safety requirements) in relation to their structure; and
- (b) the owner indemnifies and keeps indemnified the Board against any claim against the Board for injury or damage or loss by or on behalf of any person arising from or in respect of the owner's structures on or in Taupo Waters; and
- (c) such structures are used solely for private non-commercial purposes.

- 2.5.3 The owner of the structure may remove its structure without obtaining the approval of the Board. If there is no identified owner the private structure may be removed by the Crown without obtaining the approval of the Board. For the purposes of clarity



the removal of private structures will have no effect on the imputed rental component of the annual payment under clause 2.6.1(a).

2.5.4 All monies received by the Board from granting any rights of occupation or use shall, together with any investments for the time being representing the same, be held by the Board for such charitable purposes as are authorised by the Maori Trust Boards Act 1955.

2.5.5 Notwithstanding clause 2.5.1, the following persons shall not be required to obtain any right of occupation or use from the Board:

- (a) persons on Taupo Waters pursuant to clause 2.2.1, including non-commercial anglers and non-commercial boaters from whom the Crown may charge and collect fees;
- (b) the Crown in respect of existing structures listed in Schedule 3;
- (c) the holders of berthing or launching permits issued by the Harbourmaster, in respect of berths, wharves or ramps or other structures, details of which structures are set out in Schedule 3;¹
- (d) the owners of the existing private structures listed in Schedule 5, in respect of such structures, provided they comply with clause 2.5.2; and
- (e) the holders of mooring permits issued by the Harbourmaster, in respect of such moorings, details of which moorings are set out in Schedule 6.

2.6 Payment by Crown

2.6.1 The Crown will make, in settlement of past and current annuity and other financial issues (including payment for access to Taupo Waters by the people of New Zealand) arising under the 1992 Deed and section 10 of the Maori Trust Boards Act 1955 and in lieu of the payments currently provided in that section:

- (a) an annual payment of \$1.5 million to the Board, commencing from 1 July 2006²; and
- (b) a capital sum payment of \$9.865 million to the Board³.

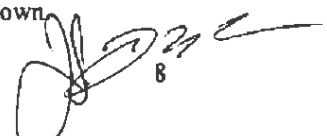
2.6.2 The parties agree that any payment under clause 2.6 by the Crown to the Board is not intended to be or to give rise to:

- (a) a taxable supply for GST purposes;
- (b) assessable income for income tax purposes; or

¹ For the avoidance of doubt holders of permits under this paragraph will require consent from the Board to operate any commercial business on Taupo Waters.

² Any interim payments made after 1 July 2006 and before this Deed takes effect shall be deducted from the annual payment of \$1.5 million (or the *pro rata* amount) and interest at 6% pa will be paid on the shortfall.

³ The capital sum will be subject to interest at 6% pa from 1 July 2006 until payment by the Crown.



- (c) a dutiable gift for gift duty purposes.

If a payment is chargeable with GST, the Crown must, in addition to any other payment pay the Board the amount of GST payable in respect of the payment. If a payment is assessed for income tax or gift duty the Crown agrees to pay, on demand in writing, any such assessment.

2.6.3 In addition, from the date of this Deed ("commencement date") the Board shall be entitled to half of any surplus revenue after the Crown has recovered its costs relating to fishing and boating except that any shortfalls in recovery may not be accumulated for subsequent recovery as a cost for longer than 15 years after the commencement date, and thereafter for longer than 5 years. For the purposes of this clause revenue from "boating" refers to the fees for the use of boating facilities such as boat ramps, marina berths and fees received for permits and licences for moorings and regulating craft. For the purposes of this clause, costs shall include:

- (a) an amount equivalent to the operating costs (including a capital charge where relevant) of the Departments of Internal Affairs and Conservation in respect of fishing and boating;
- (b) depreciation on the Crown facilities directly used to generate fishing and boating revenue;
- (c) the amount of \$426 000 per annum for 50 years from commencement date (being the amortisation over 50 years of part of the abovementioned capital sum);
- (d) the amount of \$250 000 per annum (equating to imputed rent on Crown facilities directly used to generate fishing and boating revenue and being part of the abovementioned annual payment of \$1.5 million).

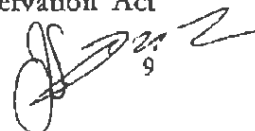
2.6.4 The sum of \$1.5 million payable under clause 2.6.1(a) shall be reduced by half the amount by which the Crown revenue from anglers and boaters for the preceding year falls below \$1.5 million.

2.6.5 The payment by the Crown under this Deed is subject to section 10 of the Maori Trust Boards Act 1955 being amended to read along the lines set out in Schedule 7.

2.6.6 The Crown will provide the Board with a set of accounts annually covering its revenue and costs in relation to fishing and boating and showing the amounts of losses if any to be accumulated as provided above.

3. MISCELLANEOUS

3.1 Nothing in this Deed is intended to affect or alter the provisions of Part 5B (Freshwater Fisheries) and section 53(3) and (4) of the Conservation Act



1987, and freshwater fisheries regulations under that Act in respect of the Lake Taupo fishery. For purposes of clarity it is recorded that any change to the current operation of the Lake Taupo fishery as a separate fishery with its own paid licences is not to prejudice the Board financially.

3.2 Nothing in this Deed is intended to exclude or limit:

3.2.1 The exercise by the Crown of any statutory power to control or manage commercial fishing, provided that no person shall operate any commercial right on Taupo Waters without a licence from the Board; or

3.2.2 Any of the provisions of section 14(2) of the Maori Land Amendment and Maori Land Claims Adjustment Act 1926.

3.3 The Board acknowledges the right of the Crown to control and legislate in respect of water including its use and quality, public safety, public health, navigation and recreation.

3.4 The Board acknowledges that the issue of land use consents, water permits or discharge permits is currently controlled/regulated by local authorities and is not affected by this agreement. The Board acknowledges that Taupo Waters are subject to all other enactments that apply to land including, in particular, the Resource Management Act 1991.

3.5 The Board acknowledges that the Minister of Local Government is the responsible Minister for Lake Taupo under Part 39A of the Local Government Act 1974 and that that Minister appoints a Harbourmaster. The provisions of this Deed and the operations of the Taupo-nui-a-Tia Management Board are subject to such provisions and powers of the Local Government Act 1974 and any other enactment regulating navigation and safety.

3.6 The parties to this Deed acknowledge that the agreements reached have been developed in good faith and are fair and reasonable in respect of the interests of both parties as they are understood and known at the time of signing. Nothing in the Deed shall, however, prejudice or preclude a claim commenced by or on behalf of any Maori under section 6 of the Treaty of Waitangi Act 1975 nor any claim for compensation under the provisions of the 1926 Act. The agreements within this Deed may, however, be raised in any proceedings as evidence of how the Crown has sought to provide for settlement of issues relating to Taupo Waters (including the settlement of any historical or contemporary claims relating to the annuity payment under section 10 of the Maori Trust Boards Act 1955).

SIGNED on behalf of HER MAJESTY
THE QUEEN OF NEW ZEALAND by

.....Harry Chris Carter.....

Minister of Conservation, in the
presence of:

James
Solicitor
Wellington

Ala Carter

Antonia

SIGNED on behalf of HER MAJESTY
THE QUEEN OF NEW ZEALAND by

Hon. Parekura Horomia

Minister of Maori Affairs, in the
presence of:

*James
Solicitor
Wellington*

THE SEAL of TUWHARETOA
MAORI TRUST BOARD was
hereto affixed pursuant to a resolution
thereof, and in the presence of:

Tumu Te Heuheu

Tumu Te Heuheu, Chairman

Paranapa Otimi
Paranapa Otimi, Deputy Chairman

Rakeipoho Taiaroa
Rakeipoho Taiaroa, Secretary



Florence Raukawa George

J. A. Hoxby

P. A. O.

James Laughlin

Heuheu

Yanga Tahi
Stephen Asch

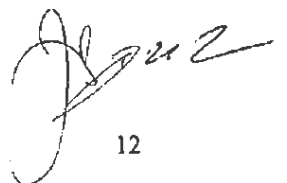
Isobelle

Donaldson

(Recitals)

SCHEDULE 1

- 
1. Computer Freehold Register 191117, South Auckland Land Registration District being an estate in Maori Freehold Land of 61400.0000 hectares more or less and described as Taupo Nui A Tā^{ix} Block and shown on ML 22226 (South Auckland) and ML 5568 (Wellington) subject to section 11 Crown Minerals Act 1991.
 2. Computer Freehold Register 191120, South Auckland land Registration District being an estate in Maori Freehold Land of 52.6600 hectares more or less and described as Te Awa O Waikato Ki Te Toka O Tia Block and shown on ML 22225 subject to section 11 of the Crown Minerals Act 1991.
 3. Computer Interest Register (provisional) 339795, South Auckland Land Registration District being an Amalgamation Order under Section 307 Te Ture Whenua Maori Act 1993 and described as Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa.



SCHEDULE 2

The Excluded Lands from Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block are listed in the Schedule to the Maori Land Court Order of Judge Patrick John Savage dated 14 April 2003, a copy of which order is set out in full in this Schedule:

A20010005806

ORDER AMENDING A RECORD OF THE COURT

Te Ture Whenua Maori Act 1993, Section 86

In The Maori Land Court
of New Zealand
Aotea District

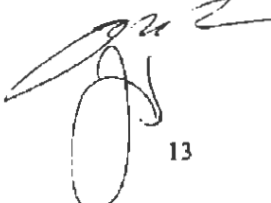
IN THE MATTER of the beds of rivers
and streams and tributaries flowing
into Lake Taupo

AT A SITTING of the Court held at Wanganui on the 14th day of April 2003 before Patrick John Savage, Esquire, Judge.

WHEREAS on the 14th day of October 1999 at 96 Aotea Minute Book 17-20 various lands being parts of the beds of rivers and streams flowing into Lake Taupo and their tributaries previously acquired by the Crown were vested in the Tuwharetoa Maori Trust Board pursuant to Section 134 of Te Ture Whenua Maori Act 1993.

AND WHEREAS on the 27th day of February 2001 at 103 Aotea Minute Book 55-58 certain other lands also being parts of the beds of rivers and streams flowing into Lake Taupo and their tributaries previously acquired by the Crown were similarly vested in the Tuwharetoa Maori Trust Board.

AND WHEREAS on the 23rd day of August 2001 at 107 Aotea Minute Book 217-218 Orders were made pursuant to Section 307 (recorded in the Order as pursuant to section 308) of Te Ture Whenua Maori Act 1993 amalgamating the titles of all the lands vested in the Tuwharetoa Maori Trust Board on the 14th day of December 1999 and the 27th day of February 2001 by cancelling the several titles made on such dates and making a Consolidation Order substituting for those titles one title for the whole of the lands so vested to be known as Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa.



13

AND WHEREAS the last mentioned Order was erroneous because

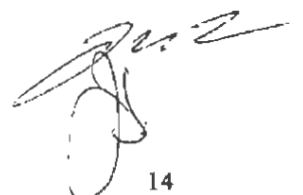
- the Order was made under the said Section 207 and not under Section 208 as specified in the Order,
- the Schedule thereto erroneously included an Order of the Court dated the 22nd day of September at 35 Aotea Minute Book 1-7,
- it did not adequately describe the lands vested in the Tuwharetoa Maori Trust Board

NOW THEREFORE the Court pursuant to Section 86 of Te Ture Whenua Maori Act 1993 for the purpose of rectifying the said error DOETH HEREBY AMEND THE Order made on the 23rd day of August 2001 at 107 Aotea Minute Book 217-218 by substituting the Schedule to this present Order as a description of the land comprised in the title known as Te Hokinga mai to te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa.

AND THE COURT DOETH FURTHER ORDER that this Order shall issue FORTHWITH

AS WITNESS the hand of the Judge and the Seal of the Court

"P J Savage"
JUDGE



14

SCHEDULE

Firstly, the bed of the Tongariro River shown on Plan ML 5604 and all the various adjoining portions of land shown as A – S inclusive on Plan ML 5611

Secondly, those portions of the beds of the Waihora, Waihaha, Whanganui, Whareroa, Kuratau, Poutu, Waimarino, Tauranga-Taupo, Waipahi, Waiotaka, Hinemaiaia and Waitahanui Rivers or Streams, and their tributaries falling within the boundaries of the lands comprised in SO Plans 61281 – 61289 (South Auckland Land District) and SO Plans 38164 – 38177 (Wellington Land District)

Including those portions of such beds as have roads crossing them that are under the control of Transit New Zealand shown on SO Plans 61281 to 61287 inclusive (South Auckland Land District)

And including Sections 2, 3, 4 and 7 SO 61431 (South Auckland Land District)

Excluding the lands hereinafter described

Excluding further any portion of those beds that were general land as at 11 September 1926

And further excluding therefrom all bridges, culverts, supports, footings, and structures (if any) belonging to the Crown on or over any such rivers or streams.

EXCLUDED LANDS

The excluded lands are:

Hinemaiaia Stream

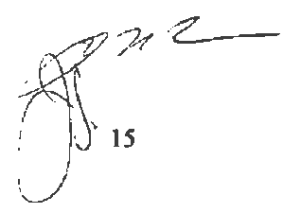
Lands within area 'A' delineated on SO Plan 61281 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Lot 1 DP 15645		25C/911
2	Lot 96 DPS 12697		7C/706
3	Section 6 Block 1 Waitahanui SD SO 48599	2.3385	H.530091
4	Section 7 Block 1 Waitahanui SD SO 48559	0.5065	H.139625

Kuratau River

Lands within 'A' delineated on plan SO 612825 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Part Whareroa Road SO 61282		



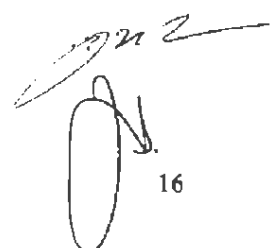
Lands within area 'B' delineated on plan SO 61282 (South Auckland) and SO 38177 (Wellington) being:

	Legal Description	Area (hectares)	Registration
	<i>South Auckland</i>		
2	Part Kuratau River Bed SO 45108	7.1199	S.637455
3	Lot 3 DPS 44125		39A/104
4	Lot 4 DPS 44125		39A/105
5	Lot 5 DPS 44125		39A/106
6	Part Section 3 Block IV Maungaku SD SO 45409		30C/93
	<i>Wellington</i>		
7	Part Kuratau River Bed SO 27806	6.3535	
8	Lot 2 DP 27809		304/125
9	Lot 3 DP 27809		304/125
10	Lot 27 DP 25715		E1/162
11	Lot 43 DP 25715		20B/236
12	Part Pukawa 4B1 SO 30343	1.2410	
13	Part Pukawa B SO 24713	88.6261	
14	Part Pukawa B SO 25494	0.8738	
15	Pukawa D1 ML 5300		46C/692
16	Part State Highway 41 SO 38177		

Poutu River

Lands within area 'A' delineated on plan SO 38164 (Wellington) being:

	Legal Description	Area (hectares)	Registration
1	Section 1 SO 37006		44A/286



Tauranga Taupo River

Lands within area 'A' delineated on plan SO 61283 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Section 36 Town of Oruatua SO 27860	1.7199	
2	Part Section 37 Town of Oruatua SO 27860		H.690792

Waihaha River

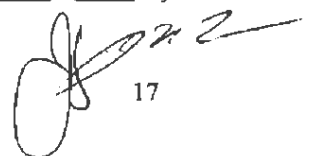
Lands within area 'A' delineated on plan SO 61284 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Lot 1 DPS 72269		58A/706
2	Lot 1 DPS 75542		58A/707
3	Lot 1 DPS 78263		62A/819
4	Lot 2 DPS 78263		62A/820
5	Lot 3 DPS 78263		62A/821
6	Waitaha 3B1 ML 17004		1210/215
7	Section 1 SO 58908		49B/818
8	Section 2 SO 58802		49D/766
9	Section 3 SO 58910		49B/818
10	Section 3 SO 58911		49B/818
11	Section 4 Block IV Puketapu SD SO 53501		43B/382
12	Section 5 Block 1 Karangahape SD SO 56252		43D/200
13	Section 15 Block 1 Karangahape SD SO 56252	185.0440	43D/200
14	Part Waihaha Road SO 61284		

Waihora River

Lands within area 'A' delineated on plan SO 61285 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Section 1 SO 58842	720.9400	49D/873
2	Section 2 Block IX Marotiri SD SO 50887		
3	Section 2 Block XIV Marotiri SD SO 46795		49D/873
4	Section 3 SO 58843		49D/873
5	Section 4 SO 58844		49D/873



17

6	Section 5 SO 58844		49D/873
7	Section 6 SO 58845		49D/873
8	Part Puketapu Road SP 61285		
9	Part Whangamata Road SO 61285		

Waimarino River

Lands within area 'C' delineated on plan SO 38165 (Wellington) being:

	Legal Description	Area (hectares)	Registration
1	Part State Highway 1 SO 38165		
2	Kepa Road SO 38165		
3	Part Korohe Road SP 38165		
4	Part Waiotake Road SO 38165		

Waiotaka River

Lands within 'A' delineated on plan SO 38166 (Wellington) being:

	Legal Description	Area (hectares)	Registration
1	Hautu 2B1B2A2A ML 4725		849/66
2	Hautu 2B1B2A2B ML 5213		15A/1321
3	Part State Highway 1 SO 31866		
4	Rihia Road SO 31866		
5	Part Waiotaka Road SO 31866		

Waipahi Stream

Lands within area 'A' delineated on plan SO 61286 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Section 3 Block II Tokaanu	3.1363	
	S.D. SO 36770		

Waitahanui River

Lands within area 'A' delineated on plan SO 61287 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Part Waitahanui Stream Bed SO 32214		Proc 11877
2	Part Lot 1 DPS 13507		49D/832
3	Lot 1 DPS 61925		49D/674
4	Part Tauhara Middle 4A1A SO 32214	0.3541	
5	Part Tauhara Middle 4A1A SO 32214	0.4097	
6	Part Tauhara Middle 4A1J1B1 SO 34578	0.0271	
7	Part Tauhara Middle 4A1J16 SO 49652		42A/565
8	Part Tauhara Middle 4A1J17 SO 49652		42A/565
9	Part Tauhara Middle 4A1M1A ML 18414		11B/88
11	Part Tauhara Middle 4A1M1B1 ML 18414		2B/709
12	Awhi Road SO 61287		

Whanganui Stream

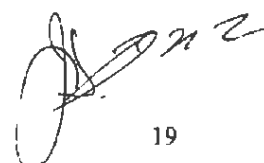
Lands within area 'A' delineated on plan SO 61288 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Section 7 Block V Karangahape SD SO 52402		44A/656

Whareroa Stream

Lands within area 'A' delineated on plan SO 61289 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Part Lot 510 DPS 46631		46A/784
2	Part Hauhungaroa 6A – ML 12003		40B/679

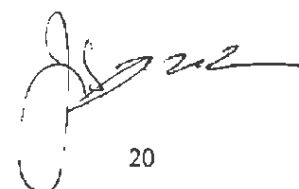


SCHEDULE 3*FACILITIES**Department of Conservation:*

Asset Number	Grid Reference	Replacement Value	Net Carrying Value	Name
36202	U18 791-616	\$30390	\$844	Blackfish Bridge
36203	U18 787-622	\$26617	\$739	Gordon William Bridge
36204	U18 783-624	\$30602	\$13696	Flat Bridge
36206	U18 782-627	\$26574	\$923	Big Pool Bridge
36207	U18 778-630	\$26659	\$2905	Totara Bridge
36208	U18 776-636	\$26498	\$883	Cliff Pool Bridge
36210	U18 774-641	\$26489	\$0	Mangamutu Bridge
36435	T19 679-538	\$10761	\$10326	Waipahi Bridge
35886	T19 536-413	\$107360	\$49028	Major Jones Bridge
35883	T19 536-375	\$94259	\$39915	Red Hut Bridge
36593	T19 539-368	\$46662	\$10443	Dreadnought Bridge
36280	U18 789-791	\$245673	\$142184	Huka Falls Bridge
36201	U18 787 -609	\$26626	\$853	Limit Bridge

*Imputed Rental: NIL**Department of Corrections:*

- *Water Intake*
- *Bridge*

Imputed Rental: NIL


TRANSIT BRIDGES

- Existing Transit Bridges over tributaries owned by Board (and covered by the exclusion in the Schedule to the Order of the Maori Land Court)

Imputed Rental: \$10,000

LAKE TAUPO BOATING FACILITIES

Marinas:

- Nukuhau and Landing Reserve jetties within Taupo Boat Harbour*

Imputed Rental: \$137,000

- Motuoapa Marina (groynes and jetties)*

Imputed Rental: \$48,000

Boat Ramps and Jetties:

Location	Boat Ramp	Jetty
Acacia Bay South	✓	✓
Acacia Bay North		✓
Te Moenga	✓	✓
Nukuhau	✓	[covered by marina]
Taupo Motor Camp	✓	
Berth No 81		✓
Landing Reserve (double)	✓	[covered by marina]
Dinghy Basin Jetty		✓
Harbourmaster Wharf		✓
Petersen Wharf		✓
Manuels		✓
2 Mile Bay	✓	✓
3 Mile Bay	✓	✓
Motutere	✓	✓
Mission Point	✓	✓
Oruatua	✓	
Motuoapa Marina	✓	[covered by marina]
Motuoapa Marina South Storage Jetty beside bridge over SH1	✓	✓
TOKAANU WHARF	✓	✓
Braxmere	✓	
Pukawa	✓	

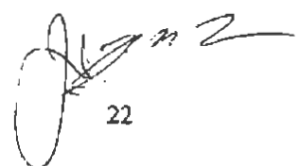
Location	Boat Ramp	Jetty
Omori	✓	✓
Kuratau	✓	✓
Whareroa	✓	

Imputed Rental: \$55,000

Public Moorings

Location	GPS
Jerusalem Bay South JBSPM	38°43'.316s 176°01'.419e
Jerusalem Bay North JBNPM	38°43'.117s 176°01'.442e
Taupo Lakefront PUBMRG	38°41'.462s 176°04'.069e
Motuoapa A MOTAPM	38°55.762s 175°52'.175e
Motuoapa B MOTBPM	38°55.521s 175°51'.898e
The Nooks NOOKS	38°47.038s 175°47'.080e
Cherry Bay CHEBPM	38°47.830s 175°45'.310e
Waihaha WAIPMG	38°43.449s 175°45.013e

Imputed Rental: NIL



SCHEDULE 4

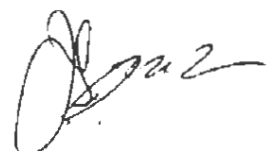
PUBLIC GOOD PURPOSES

This Schedule contains a list of existing structures for public good purposes and is, to the best of the Crown's knowledge and belief, a complete and accurate list. If, however, further Crown structures of a public good purpose are identified subsequent to the execution of this Deed and which were in existence at the execution of this Deed, or if the contents of this list are incorrect and require amendment, the parties agree that such existing structures may be added to this Schedule, or such amendments may be made, by an exchange of letters.

A structure is for a "public good purpose" if it is owned and operated by the Crown for no charge and is used for one or more of the following purposes. For the avoidance of doubt, if the Crown transfers ownership or operation of any structure for which no charge is made with the result that the structure continues to be used for a public good purpose, the structure continues to be for a public good purpose for the purposes of this Deed.

Purpose:

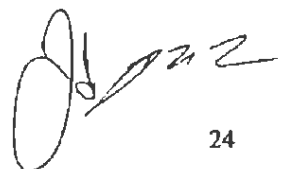
1. Non-Commercial scientific research undertaken by or on behalf of Government Departments, particularly the Department of Conservation in relation to flora, fauna and biodiversity;
2. Biosecurity controls undertaken by or on behalf of Government Departments, particularly the Department of Conservation and Ministry of Agriculture and Forestry;
3. Pollution control and clean-up undertaken by or on behalf of Government Departments, particularly the Ministry for the Environment;
4. Public health and safety measures undertaken by or on behalf of a Government Department, particularly the Ministry of Health;
5. Emergency measures arising from imminent danger to human health or safety and danger to the environment or chattels which requires immediate action undertaken by or on behalf of a Government Department;
6. Navigation aids and related harbourmaster functions under the Local Government Act 1974 (including the existing public good purpose facilities listed below).



List of existing facilities referred to in point 6 above.

NAVIGATION LIGHTS & MARKERS

Taupo Harbour Entrance: Port (Beacon)
Taupo Harbour Entrance: Starboard (Beacon)
Water Intake opposite fire station (Beacon)
3 Mile Bay ramp (Beacon light)
Horomatangi Reef (Beacon)
Motutere Bay danger buoy
Motuoapa Marina Water intake (Beacon)
Motuoapa Marina Starboard (Beacon)
Motuoapa Marina Port (Beacon)
Motuoapa Marina lead in beacon outer
Tokaanu Tailrace Starboard Beacon
Tokaanu Tailrace Port Beacon
Tokaanu Tailrace Leading Outer Beacon
Tokaanu Tailrace Leading Inner Beacon
Tokaanu lead in piles (12)
Kawakawa Bay danger buoy
Cardinal Mark Beacons: • Tapuaeharuru Bay (one beacon and one buoy) • Whakaipo Bay (Cardinal mark) • Kawakawa Bay (Cardinal mark)



200 METRE BUOYS

Location	GPS
Jerusalem Bay South JER200	38°43'.218s 176°01'.605e
Acacia Bay South ACBAYS	38°42'.673s 176°01'.758e
Acacia Bay North ACBAYN	38°42'.534s 176°01'.793e
Titiraupenga St LFG200	38°41'.607s 176°04'.248e
Lakefront LFS200	38°41'.929s 176°05'.797e
Hot Water Beach HWB200	38°42'.241s 176°05'.066e
Two Mile Bay 2MB200	38°42'.790s 176°04'.827e
Three Mile Bay 3MB200	38°43'.301s 176°04'.185e
Wharewaka 4MB200	38°43'.750s 176°03'.913e
Five Mile Bay WUI200	38°47'.310s 176°04'.470e
Hatepe AL200	38°52'.218s 176°00'.135e
Motutere MTE200	38°53'.116s 175°57'.509e
Mission Bay MISSBY	38°54'.224s 175°55'.550e
Te Rangiita TERANG	38°54'.302s 175°54'.911e
Motuoapa MOA200	38°55'.587s 175°51'.979e
Waihi Bay WAI200	38°56'.953s 175°44'.837e
Pukawa PUK200	38°54'.853s 175°45'.510e
Omori OMO200	38°54'.047s 175°45'.873e
Kuratau Ramp KUR200	38°53'.823s 175°46'.337e
Kuratau North KUN200	38°53'.540s 175°46'.621e
Whareroa WHO200	38°51'.962s 175°46'.793e

Kinloch KIN200	38°39'.936s 175°55'.125e
Whakaipo Bay WHA200	38°41'.223s 175°57'.598e
Rangatira Point RGT200	38°44'.412s 175°01'.069e

LAKEFRONT SWIMMING ONLY AREA BUOYS – Black & White

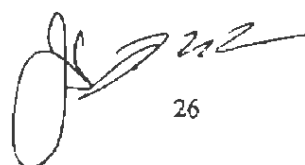
Buoy	38°41'.907s 176°04'.781e
Buoy	38°41'.979s 176°04'.896e

SKI LANE BUOYS

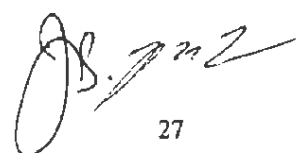
Place	WYPT
Kinloch	
5 Mile Bay-north	north south
5 Mile Bay south	north south
Motutere	north south
Mission Bay	north south
Waihi	east west
Omori	north south

TAUPO HARBOUR ENTRANCE BUOYS

Place	WYPT
Alternate channel Port can	38°41'.415s 175°03'.838e
First port hand marker	38°41'.276s 176°03'.788e
Second port hand marker	38°41'.321s 176°03'.783e
Third port hand marker	38°41'.352s 176°03'.781e
First starboard hand marker	38°41'.300s 176°03'.820e
Second starboard hand	38°41'.326s



marker	176°03'.820e
Third starboard hand marker alternate channel	38°41'.383s 176°03'.861e



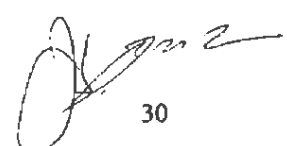
SCHEDULE 5

Private Non Commercial Structures Lake Taupo

Type	Use	Owner	Construction	GPSE	GPSN
Building	Private	Unknown	Timber	2747895	6246791
Ramp	Private	Waihi Marae Trustees	Concrete	2747986	6247067
Retaining Wall	Private	Waihi Marae Trustees	Concrete	2747982	6247090
Ramp	Private	Unknown	Concrete	2763637	6251244
Ramp	Private	Unknown	Concrete	2766166	6253257
Ramp	Private	Unknown	Concrete	2766233	6253301
Ramp	Private	Unknown	Concrete	2766243	6253312
Ramp	Private	Unknown	Concrete	2766230	6253351
Ramp	Private	Unknown	Concrete	2766384	6253411
Ramp	Private	Unknown	Concrete	2766381	6253388
Ramp	Private	Unknown	Concrete	2766411	6253354
Ramp	Private	Unknown	Concrete	2766458	6253316
Groyne	Private	Meremere 438 Ahu Whenua	Rocks	2767711	6253872
Ramp	Private	2C, C/- Judy Harris - Trustee	Concrete	2771514	6256824
Building	Private	Clayton, Geoffrey	Timber	2748756	6249953
Jetty	Private	Puketapu Properties Limited	Timber	2750589	6253629
Mooring	Private	Unknown	Plastic	2764482	6277591
Retaining Wall	Private	Kinloch Marina Society	Rocks	2764153	6278002
Ramp	Private	Bignell, Steven James	Concrete	2771534	6270153
Ramp	Private	Bignell, Steven James	Concrete	2771772	6269820
Ramp	Private	Schwass, Wendy	Steel	2773199	6272344
Ramp	Private	Harrison, Nigel	Steel	2773192	6272387
Ramp	Private	Sheard, Dennis	Concrete	2773213	6272468
Retaining Wall	Private	Unknown	Concrete	2773937	6273040
Ramp	Private	Westerman, Dorothy	Concrete	2776453	6274956
Retaining Wall	Private	Unknown	Concrete	2776775	6275222
Retaining Wall	Private	Wyatt, Faye	Timber	2776771	6275537
Retaining Wall	Private	Wight, Jennifer	Timber	2776806	6275577
Building	Private	Unknown	Concrete	2777005	6275748
Pontoon	Private	Challenge	Steel	2777250	6274555
Ramp	Private	Taupo Sea Scouts	Timber	2778354	6273482
Ramp	Private	Brookie, Raymond	Concrete	2777260	6264019
Retaining Wall	Private	Brookie, Raymond	Concrete	2777256	6264021
Retaining Wall	Private	Unknown	Concrete	2777257	2777257
Ramp	Private	Unknown	Concrete	2777263	6263993
Ramp	Private	Unknown	Concrete	2777254	6263974
Retaining Wall	Private	Unknown	Rocks	2777257	6263972

Type	Use	Owner	Construction	GPSE	GPSN
Retaining Wall	Private	Unknown	Rocks	2777252	6263966
Ramp	Private	Unknown	Concrete	2777253	6263955
Retaining Wall	Private	Unknown	Rocks	2777248	6263942
Ramp	Private	Unknown	Concrete	2777249	6263922
Retaining Wall	Private	Kemp, Richard	Rocks	2777241	6263915
Ramp	Private	Kemp, Richard	Timber	2777243	6263899
Retaining Wall	Private	Kemp, Richard	Rocks	2777241	6263894
Retaining Wall	Private	Chandler, Marion	Concrete	2777237	6263884
Ramp	Private	Chandler, Marion	Timber	2777235	6263865
Ramp	Private	Unknown	Timber	2777219	6263846
Retaining Wall	Private	Unknown	Timber	2777222	6263848
Ramp	Private	Unknown	Timber	2777229	6263840
Retaining Wall	Private	Unknown	Timber	2777225	6263831
Retaining Wall	Private	Unknown	Concrete	2777224	6263820
Ramp	Private	Unknown	Timber	2777219	6363796
Retaining Wall	Private	Unknown	Timber	2777221	6263785
Ramp	Private	Wood, Peter	Timber	2777217	6263775
Platform	Private	Wood, Peter	Timber	2777216	6263772
Ramp	Private	Steel, Peter	Timber	2777220	6263763
Ramp	Private	Clark, Grahame	Concrete	2777216	6263739
Retaining Wall	Private	Clark, Grahame	Concrete	2777232	6263721
Ramp	Private	Litchfield, Mervyn	Concrete	2777206	6263722
Retaining Wall	Private	Litchfield, Mervyn	Timber	2777205	6263723
Ramp	Private	Paice, Frances	Concrete	2777205	6263710
Ramp	Private	Jones, Struan	Steel	2777205	6263685
Retaining Wall	Private	Thorp, Thomas	Rocks	2777191	6263655
Retaining Wall	Private	Unknown	Concrete	2777186	6263635
Ramp	Private	Unknown	Concrete	2777187	6263627
Retaining Wall	Private	Unknown	Rocks	2777181	6263611
Ramp	Private	Thar Enterprises Limited	Concrete	2777156	6263482
Ramp	Private	Limbrick, Elizabeth	Timber	2777125	6263444
Ramp	Private	Unknown	Concrete	2777135	6263425
Platform	Private	Halliwell, Mary	Timber	2777139	6263430
Ramp	Private	Halliwell, Mary	Timber	2777135	6263411
Platform	Private	McCowan, Heather	Concrete	2777132	6263410
Ramp	Private	McCowan, Heather	Concrete	2777125	6263394
Ramp	Private	Unknown	Steel	2777123	6263391
Ramp	Private	McLeod, Allan	Concrete	2777124	6263364
Platform	Private	McLeod, Allan	Timber	2777122	6263371
Ramp	Private	McLeod, Allan	Concrete	2777114	6263354
Ramp	Private	Unknown	Concrete	2777107	6263321
Ramp	Private	Bradshaw, Vervan	Concrete	2777093	6263276
Retaining Wall	Private	Cutfield, Deborah	Rocks	2777097	6263273

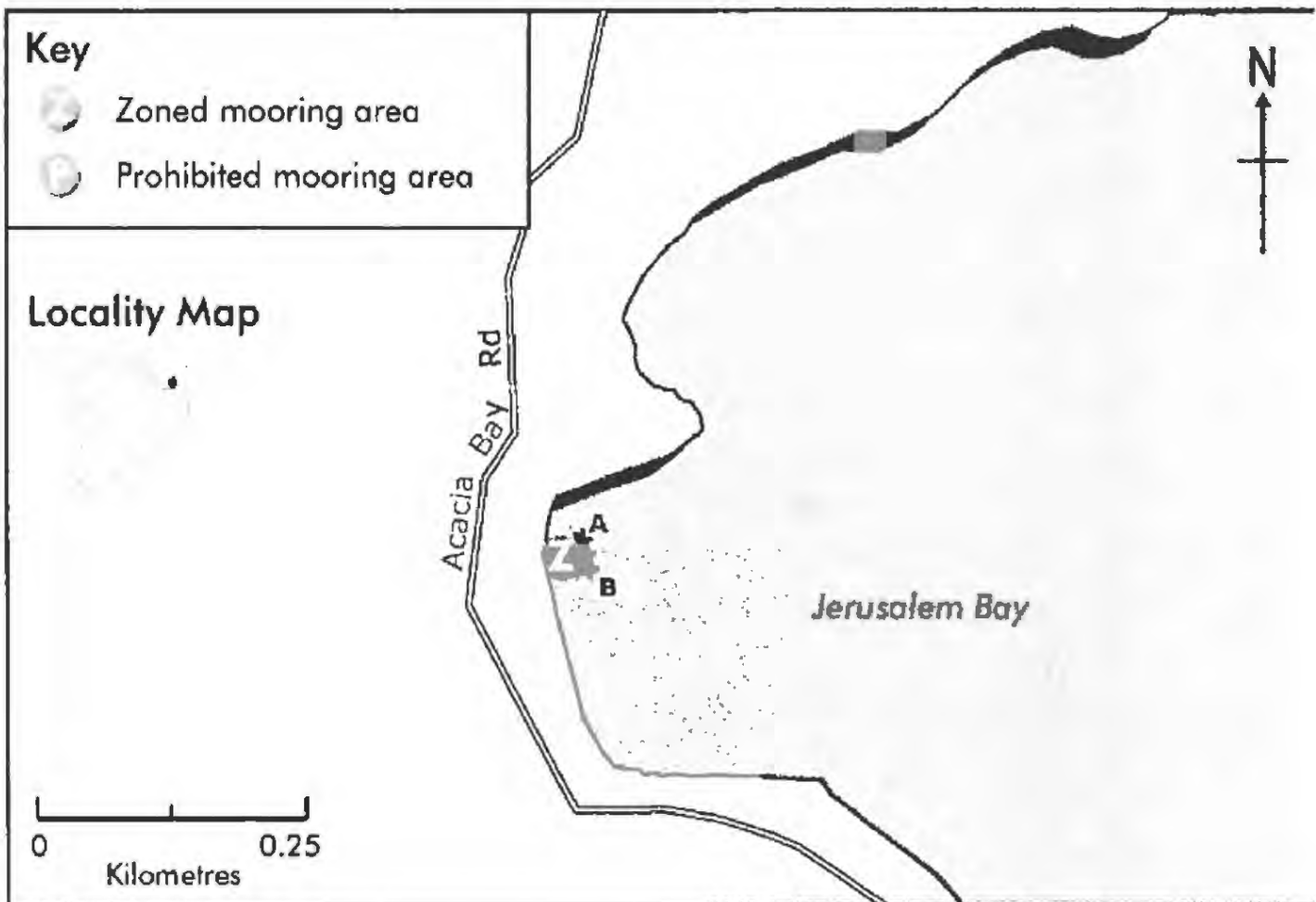
Type	Use	Owner	Construction	GPSE	GPSN
Ramp	Private	Unknown	Concrete	2777091	6263252
Retaining Wall	Private	Cutfield, Deborah	Rocks	2777087	6263249
Ramp	Private	Holt, Jacqueline	Concrete	2777065	6263194
Ramp	Private	Unknown	Concrete	2777061	6263173
Ramp	Private	Unknown	Concrete	2777054	6263155
Ramp	Private	Unknown	Concrete	2777049	6263143
Ramp	Private	Unknown	Concrete	2777046	6263126
Ramp	Private	Unknown	Concrete	2777031	6263084
Retaining Wall	Private	Pretscherer, Sonia	Rocks	2777029	6263076
Ramp	Private	Pretscherer, Sonia	Concrete	2777023	6263060
Ramp	Private	Unknown	Concrete	2776991	6262950



SCHEDULE 6

This Schedule is comprised of Zoned Mooring Area maps which indicate the general locality of the moorings. The mooring areas are more specifically identified by coordinates of corner points and the number of moorings within each area. The coordinate corner points are generally measured at right angles to the shore at a distance of 20 to 50 meters off shore.

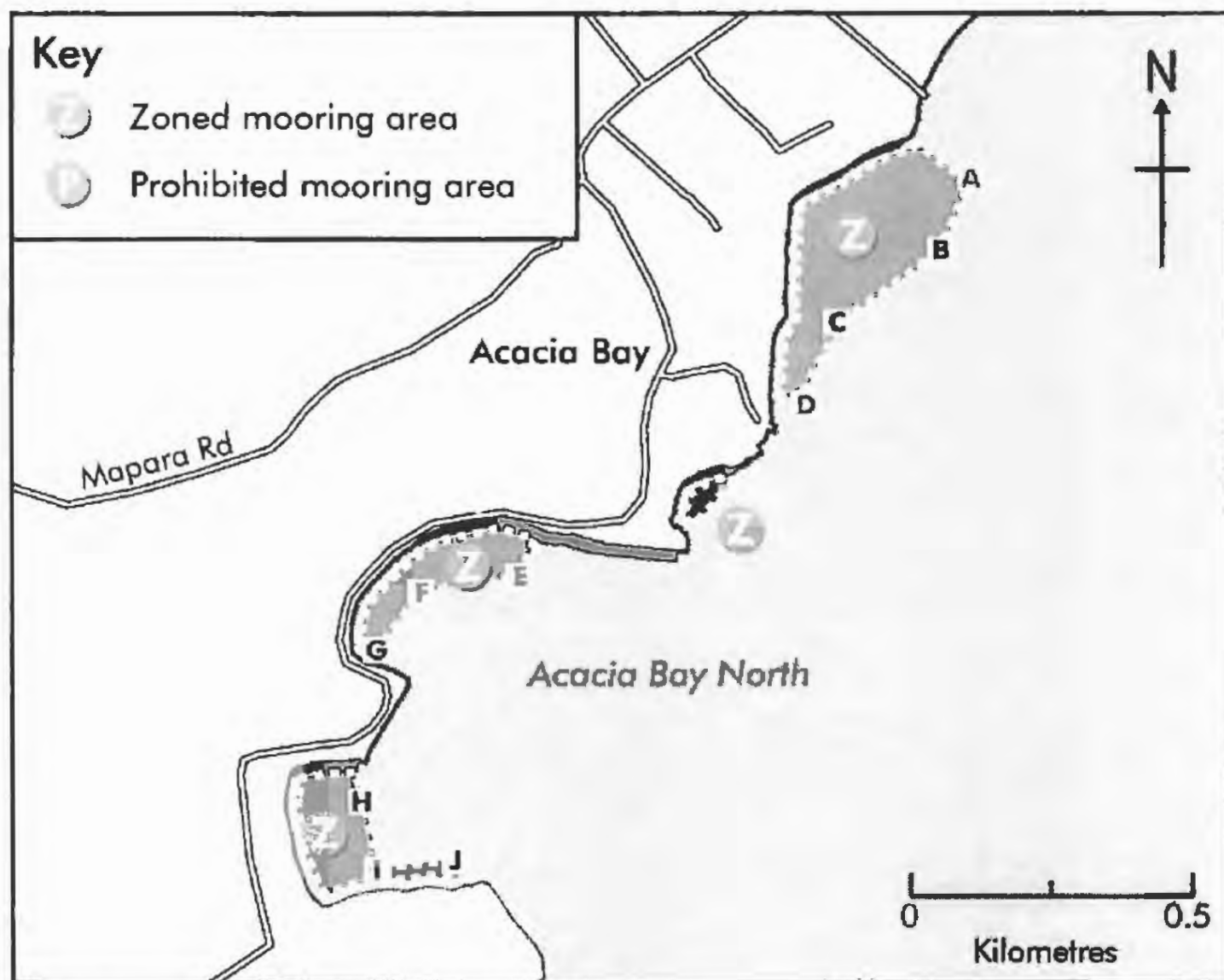
FIGURE 4-1: ZONED MOORING AREA MAP 1 - JERUSALEM BAY



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A – 38:43.211	176:01.378	Jerusalem Bay	2
B – 38:43.234	176:01.386	Jerusalem Bay	

FIGURE 4-2: ZONED MOORING AREA MAP 2 - ACACIA BAY SOUTH,
ACACIA BAY NORTH, TE KOPUA BAY, & TE MOENGA BAY

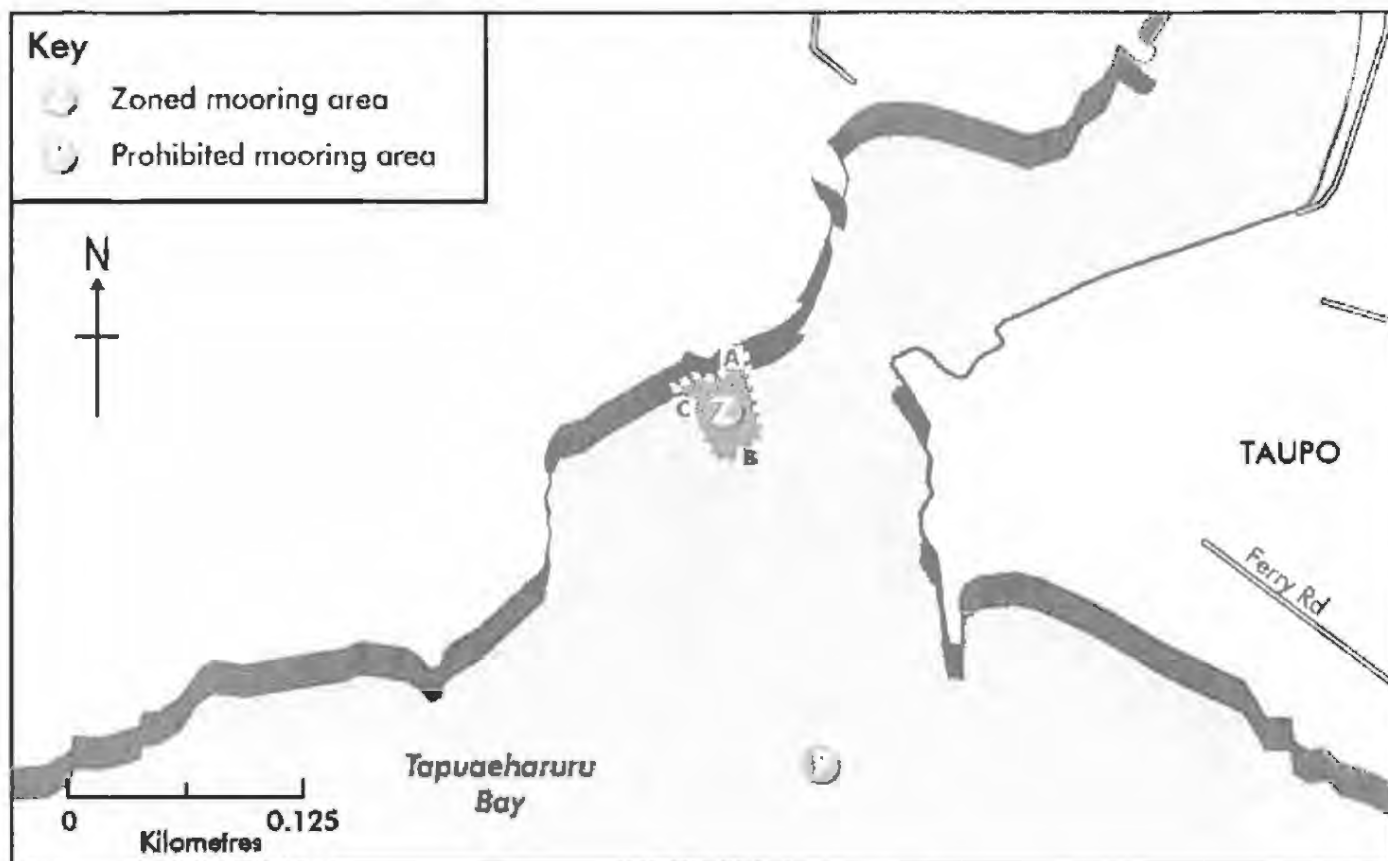


Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A - 38:42.085	176:02.342	Te Moenga Bay	42
B - 38:42.153	176:02.307	Te Moenga Bay	
C - 38:42.225	176:02.190	Te Moenga Bay	
D - 38:42.300	176:02.145	Te Moenga Bay	
Area with no coordinates -			9
E - 38:42.480	176:01.812	Acacia Bay North	19
F - 38:42.499	176:01.693	Acacia Bay North	
G - 38:42.556	176:01.641	Acacia Bay North	
H - 38:42.704	176:01.629	Acacia Bay South	27
I - 38:42.769	176:01.650	Acacia Bay South	
J - 38:42.756	176:01.750	Acacia Bay South	

[Handwritten signature]

FIGURE 4-3: ZONED MOORING AREA MAP 3 - WAIKATO RIVER

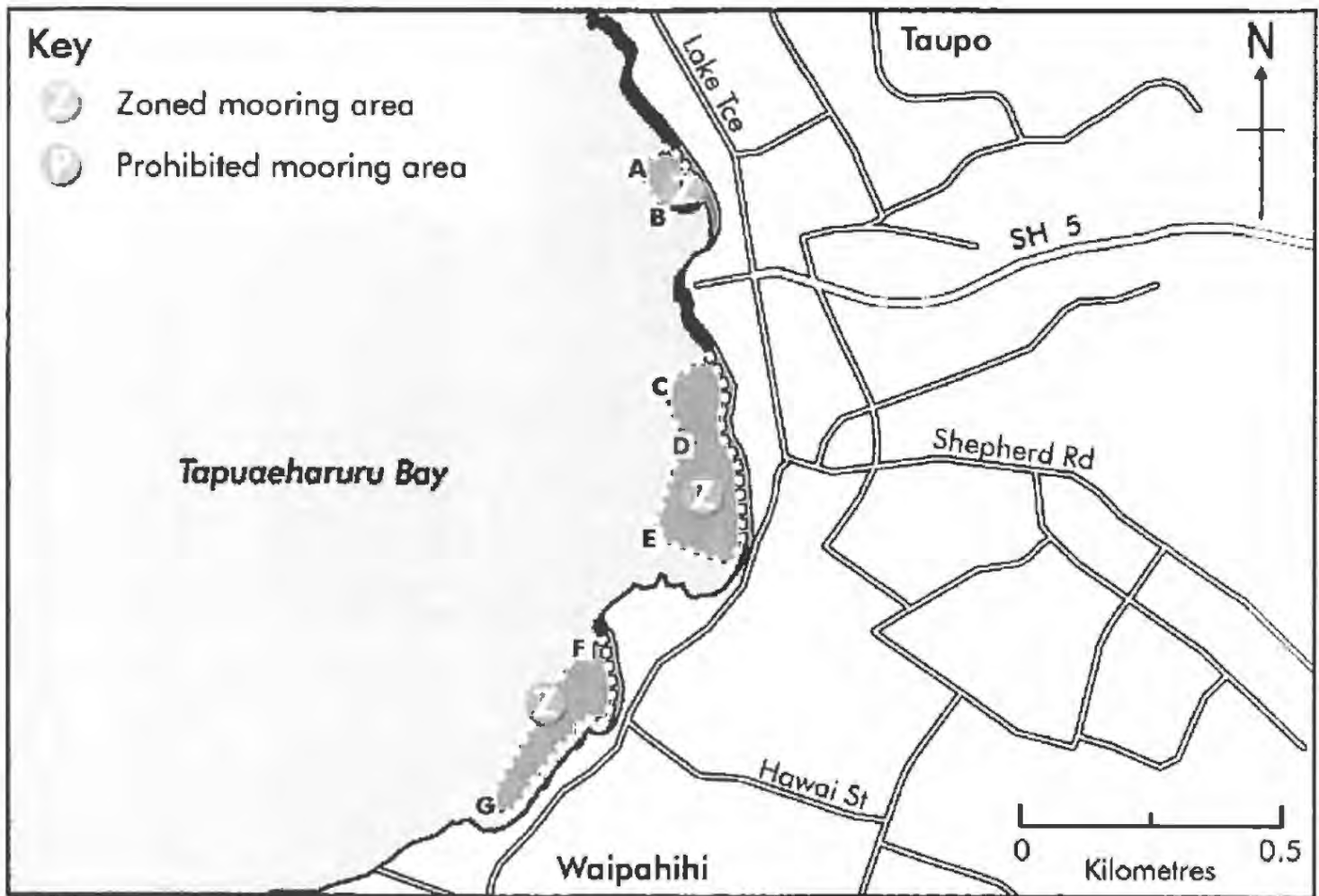


Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A – 38:41.228	176:03.786	Waikato River	2
B – 38:41.258	176:03.790	Waikato River	
C – 38:41.243	176:03.768	Waikato River	

Signature

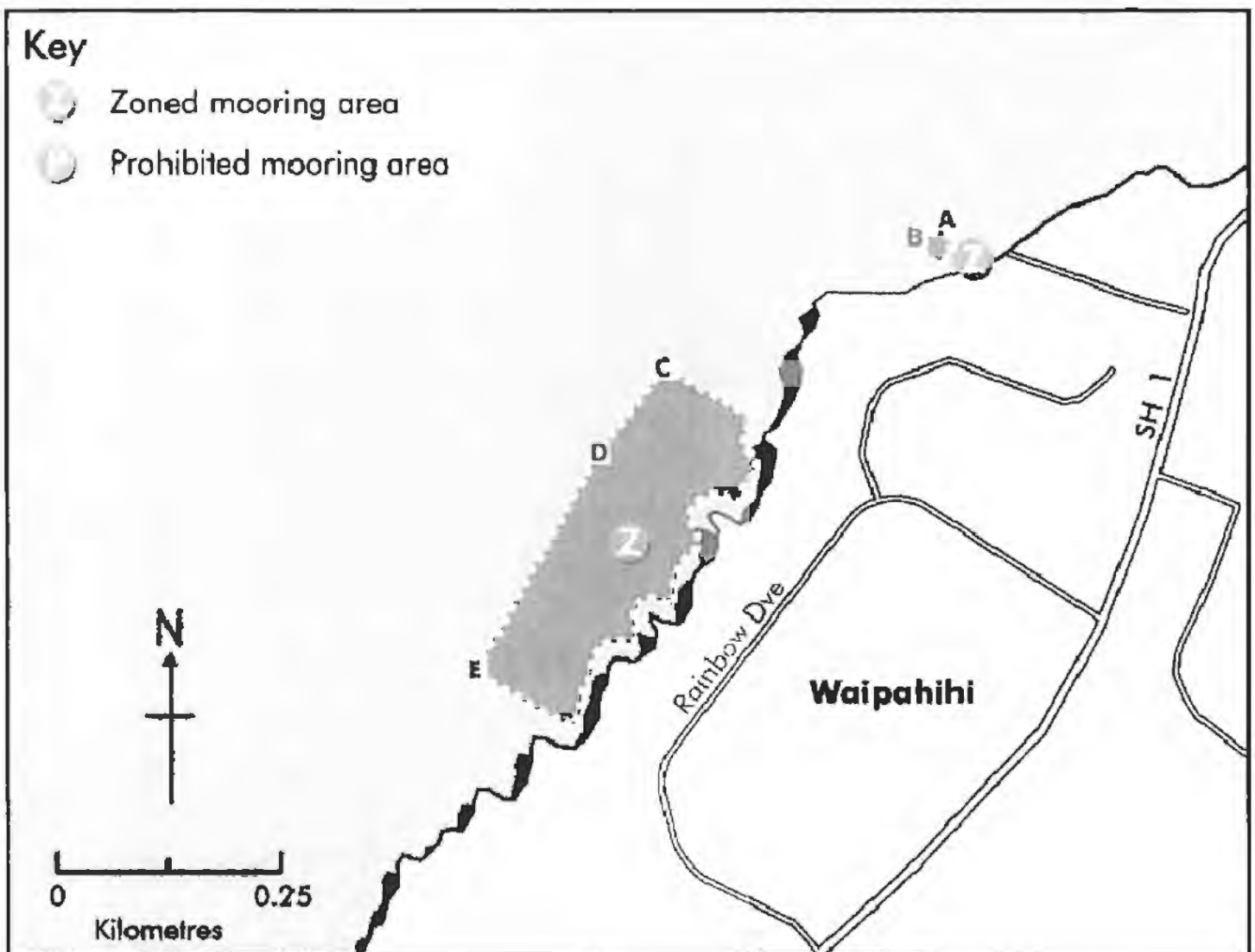
FIGURE 4-4: ZONED MOORING AREA MAP 4 - HOT WATER BEACH, WAIPAHIHI BAY, & TWO MILE BAY



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A – 38:42.203	176:05.110	Hot Water Beach	4
B – 38:42.248	176:05.151	Hot Water Beach	
C – 38:42.426	176:05.151	Waipahihi Bay	24
D – 38:42.483	176:05.184	Waipahihi Bay	
E – 38:42.584	176:05.176	Waipahihi Bay	
F – 38:42.700	176:05.059	Two Mile Bay	11
G – 38:42.868	176:04.942	Two Mile Bay	

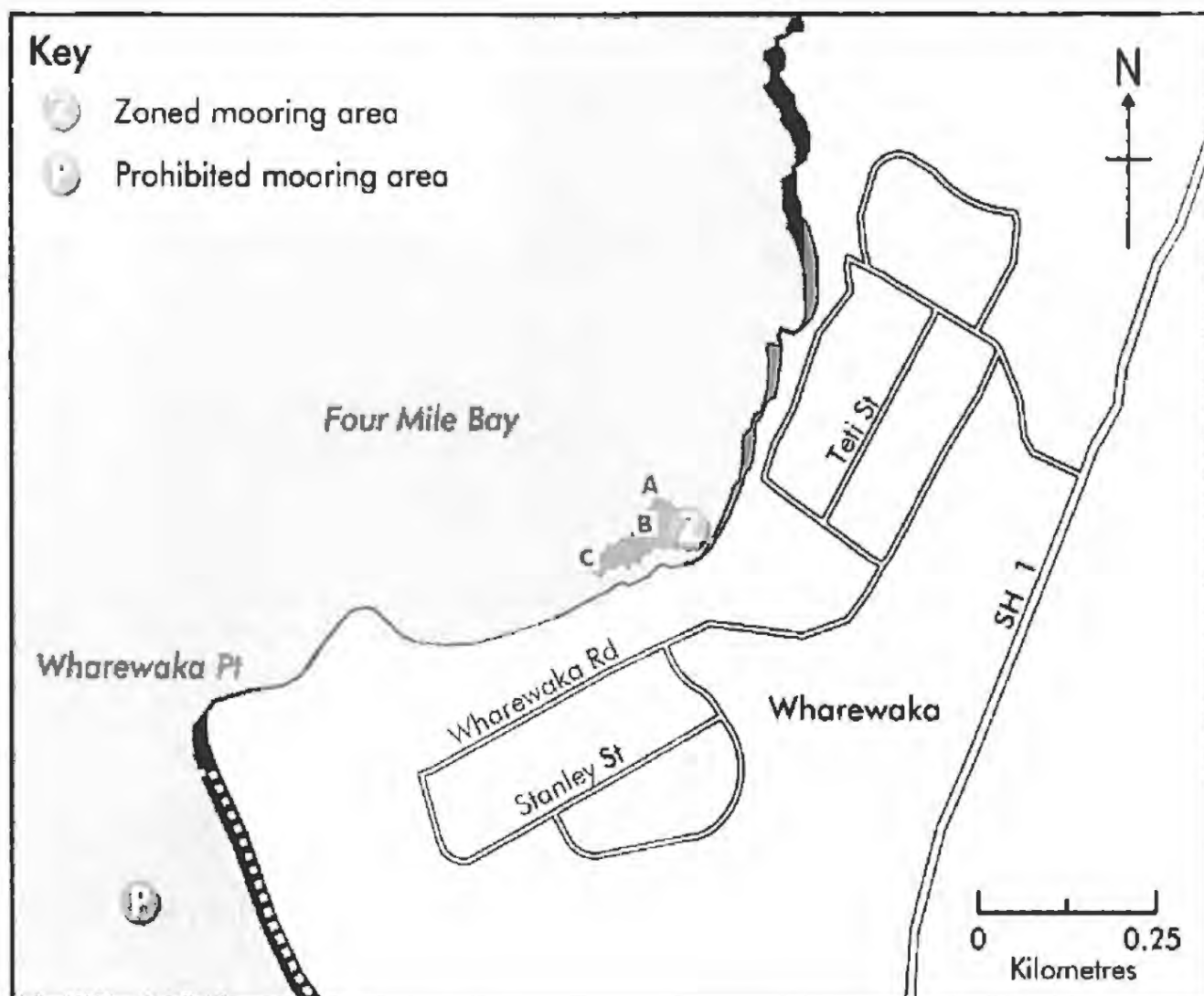
FIGURE 4-5: ZONED MOORING AREA MAP 5 - LIONS WALK & RAINBOW POINT



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A – 38:42.922	176:04.752	Lions Walk	2
B – 38:42.937	176:04.736	Lions Walk	
C – 38:43.015	176:04.542	Rainbow Point	9
D – 38:43.067	176:04.494	Rainbow Point	
E – 38:43.202	176:04.406	Rainbow Point	

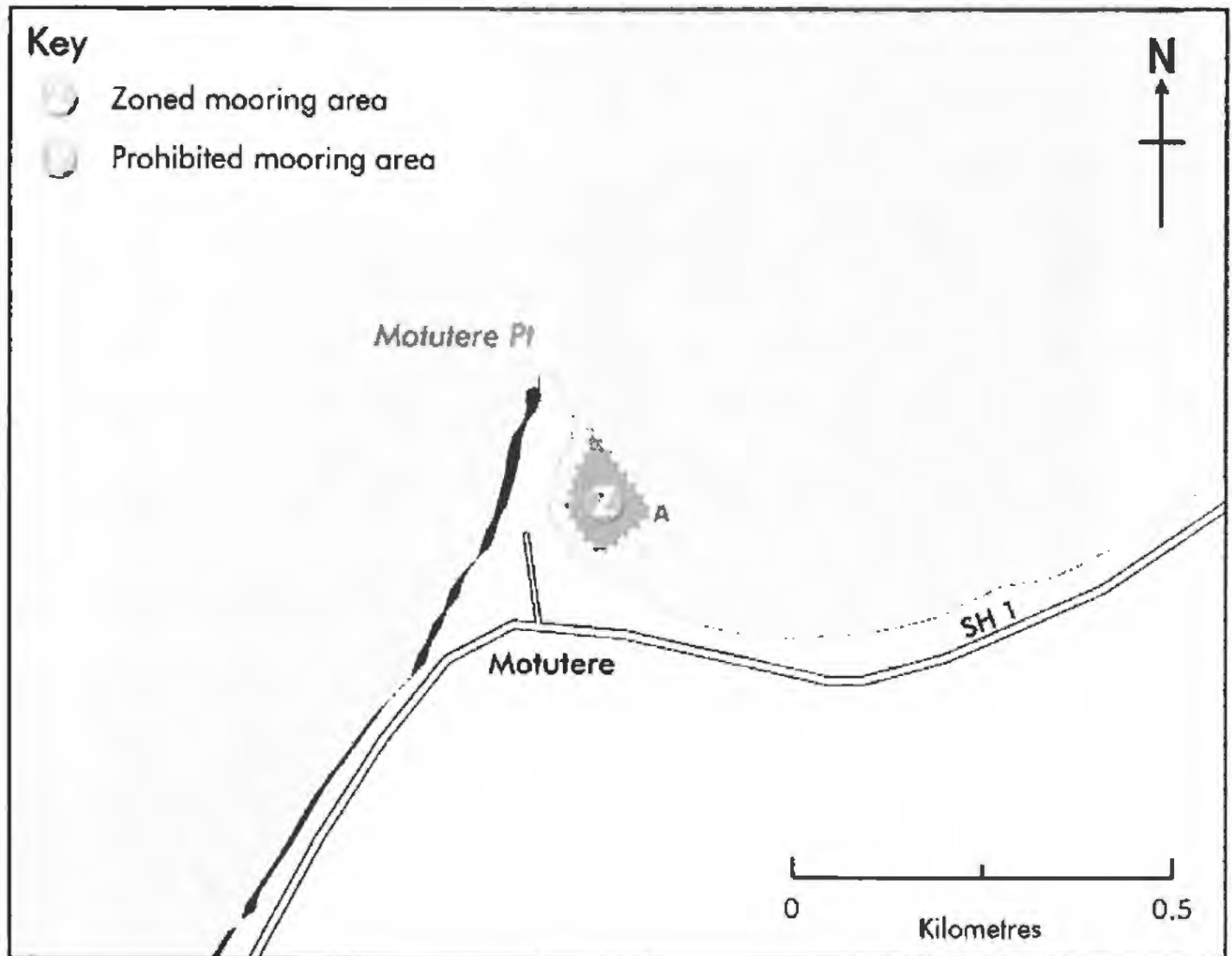
FIGURE 4-6: ZONED MOORING AREA MAP 6 - FOUR MILE BAY



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A – 38:43.763	176:04.040	Four Mile Bay	6
B – 38:43.789	176:04.036	Four Mile Bay	
C – 38:43.813	176:03.980	Four Mile Bay	

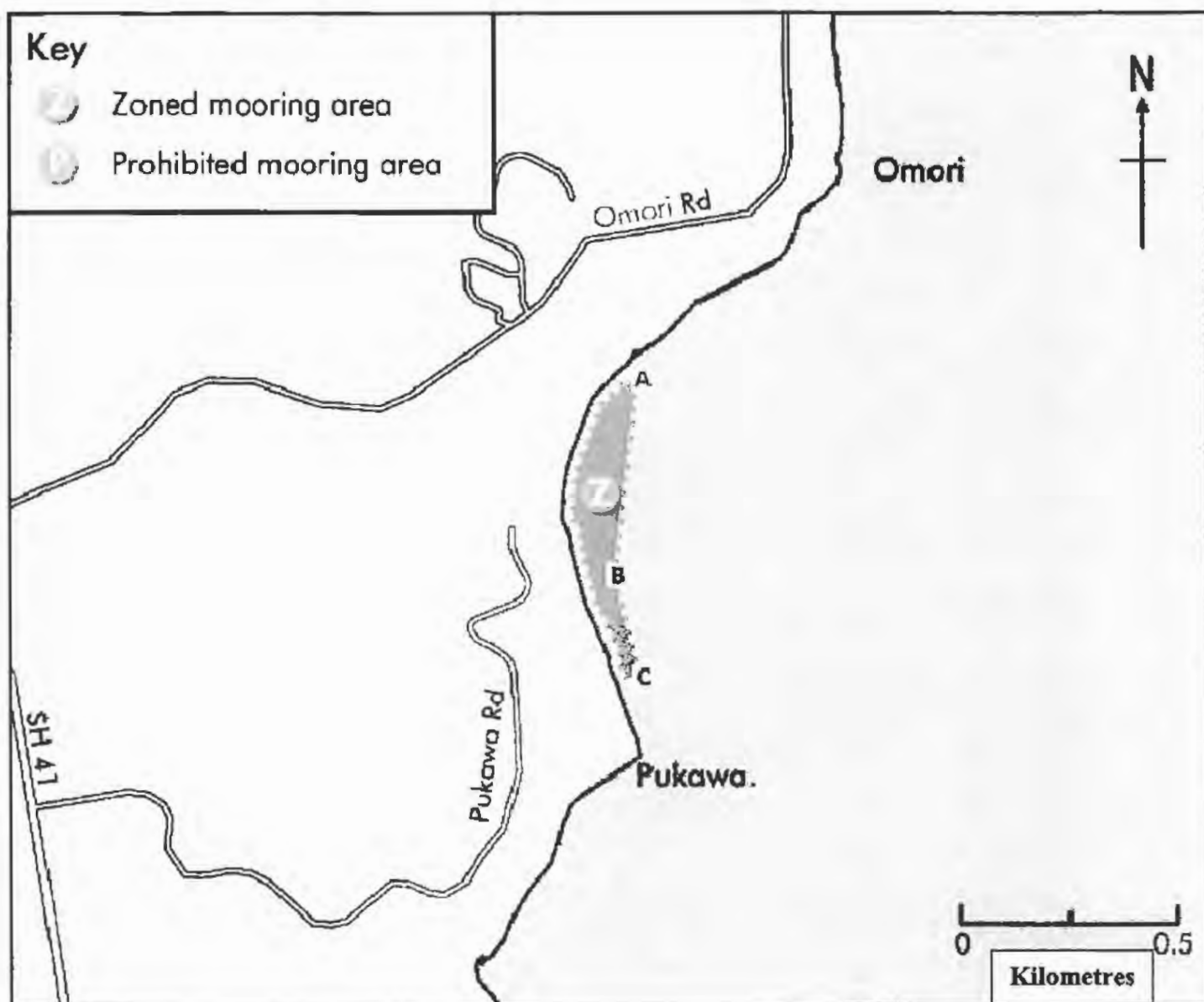
FIGURE 4-7: ZONED MOORING AREA MAP 7 - MOTUTERE



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A – 38:53.132	175:57.381	Motutere	3

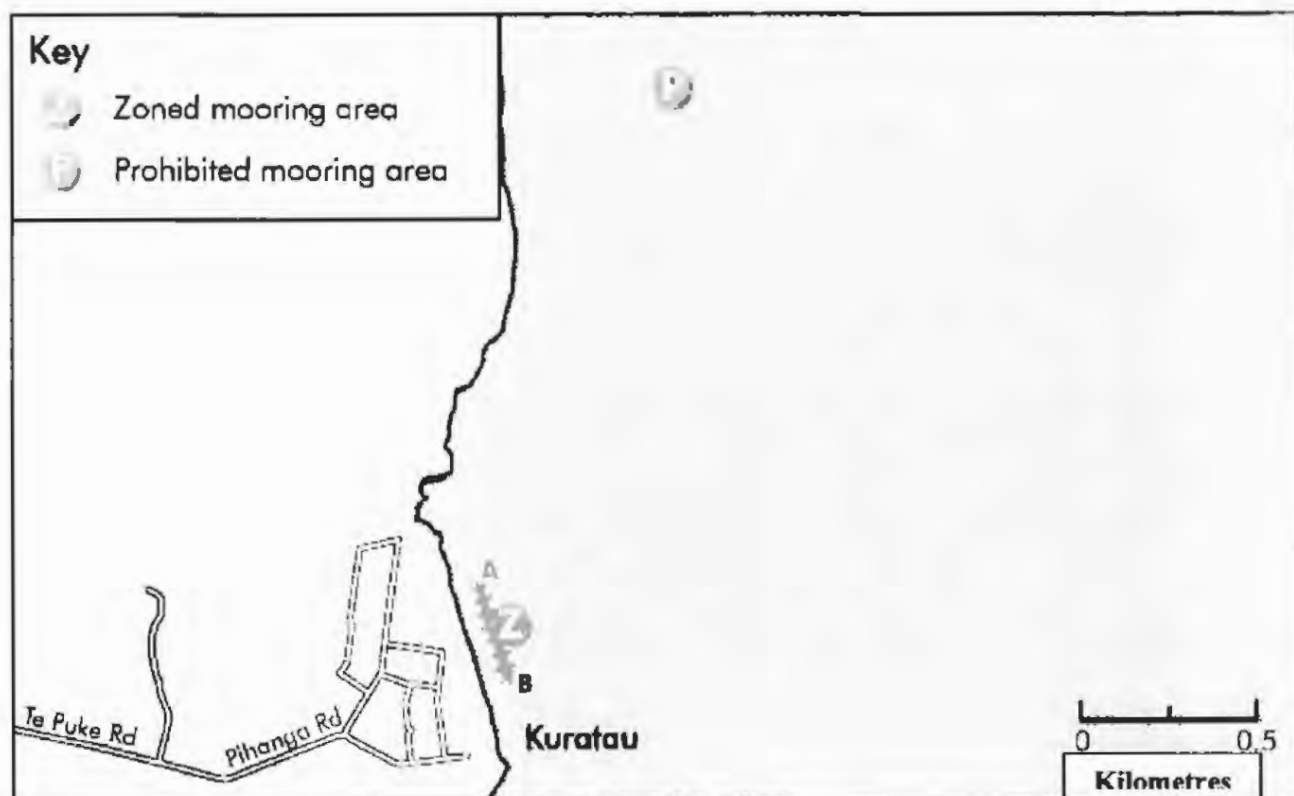
FIGURE 4-8: ZONED MOORING AREA MAP 8 - PUKAWA BAY



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A - 38:54.555	175:45.409	Pukawa Bay	21
B - 38:54.794	175:45.382	Pukawa Bay	
C - 38:54.919	176:45.428	Pukawa Bay	

FIGURE 4-9: ZONED MOORING AREA MAP 9 - KURATAU



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A – 38:53.369	175:46.462	Kuratau	4
B – 38:53.520	175:46.537	Kuratau	

SCHEDULE 7

Proposed wording subject to Parliamentary Counsel's input:

10. Tuwharetoa Maori Trust Board—

- (1) The body corporate constituted by section 16 of the Maori Land Amendment and Maori Land Claims Adjustment Act 1926 under the name of the Tuwharetoa Trust Board and continued in existence by section 55 of the Maori Purposes Act 1931 shall continue to exist and be known as the Tuwharetoa Maori Trust Board.
- (2) There shall, without further appropriation than this section, be paid out of public money to the Board on the 1st day of July in each year the sum of \$1,500,000 or such greater or lesser figure that may be agreed on between the Crown and Tuwharetoa Maori Trust Board from time to time.
- (3) The beneficiaries of the Tuwharetoa Maori Trust Board are hereby declared to be the members of the Tuwharetoa tribe and their descendants.

A handwritten signature in black ink, appearing to be 'J. M. 2' or similar, located at the bottom right of the page.

Attachment 7: JMA between Tūwharetoa Māori Trust Board and Taupō District Council



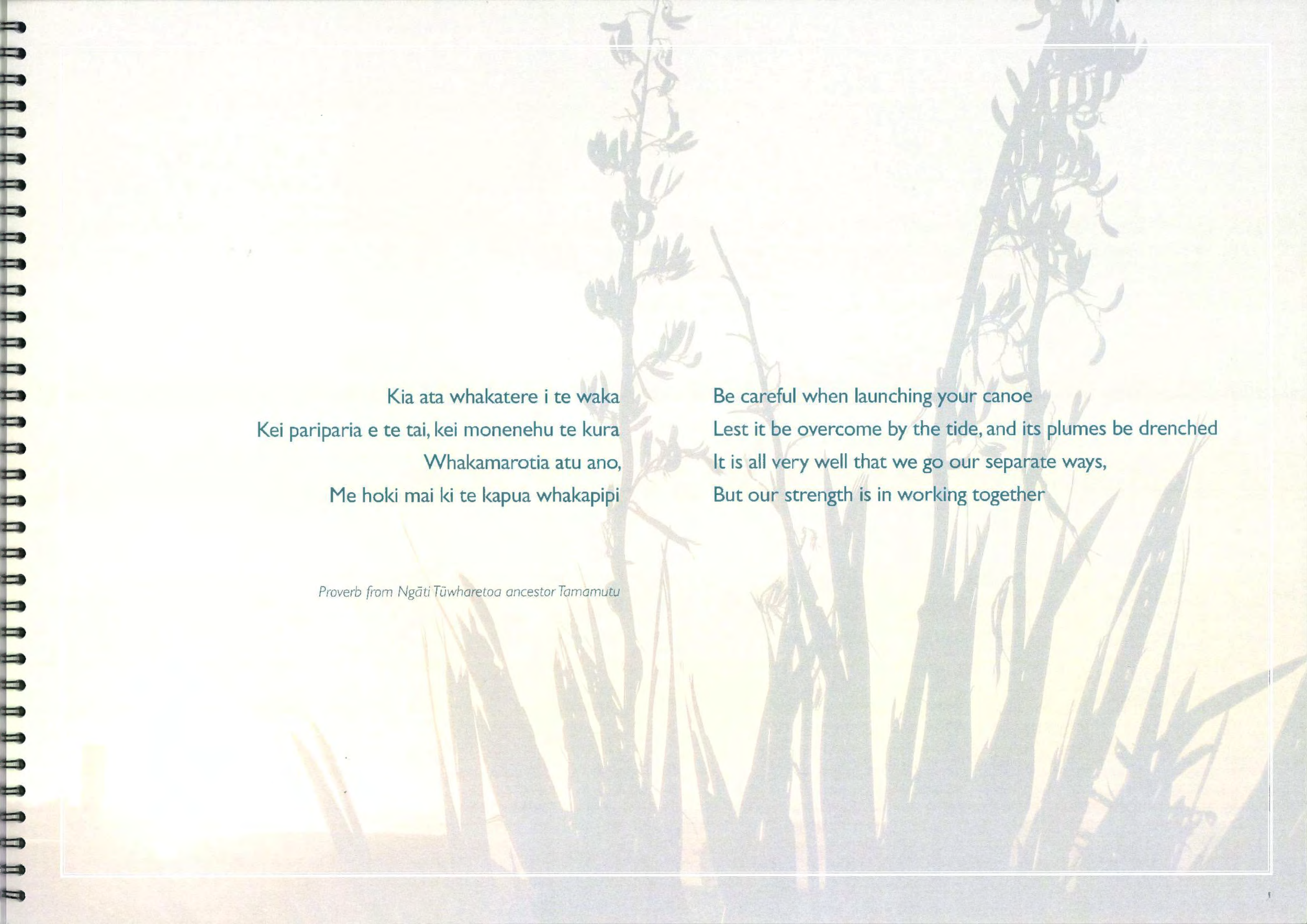
JOINT MANAGEMENT AGREEMENT

TE WHAKAAETANGA MA TE WHAKAKOTAHINGA
A RŌPŪ WHAKAHAERE

TUWHARETOA MAORI TRUST BOARD







Kia ata whakatere i te waka
Kei pariparia e te tai, kei monenehu te kura
Whakamarotia atu ano,
Me hoki mai ki te kapua whakapipi

Proverb from Ngāti Tūwharetoa ancestor Tamamutu

Be careful when launching your canoe
Lest it be overcome by the tide, and its plumes be drenched
It is all very well that we go our separate ways,
But our strength is in working together

TE WHAKAAETANGA MA TE WHAKAKOTAHINGA
A RŌPŪ WHAKAHAERE

kei waenganui i

Te Kaunihera a Rohe o Taupō

me

Te Poari Māori o Tūwharetoa
Ma Ngāti Tūwharetoa Iwi

E ai ki te 'Resource Management Act 1991'
I whakatika ai te ture
'Resource Management Act 2005' (2005 No 87)

JOINT MANAGEMENT
AGREEMENT

between

Taupō District Council

and

The Tūwharetoa Māori Trust Board
On behalf of Ngāti Tūwharetoa Iwi

Pursuant to the Resource Management Act 1991
as amended by the
Resource Management Amendment Act 2005 (2005 No 87)

1.0 WHAKAMĀRAMATANGA

Te Wā Whakaaetanga

Te wā ka whakamanahia tēnei whakaaetanga

AMINZ

Te Tari Kaiwhakatau me te Takawaenga o Aotearoa

Nohoanga a Pōhi:

PO Box 1477

Level 3, Hallenstein House

276-278 Lambton Quay

Wellington

Waea: 04 4999 384

Waea kore utu: 0800 4AMINZ (0800 426469)

Ngā Kaikōmihana

Ngā tāngata katoa e ai ki ngā Wahanga 39A me te 39B, ngā mema kaunihera, me ngā tokotahi kai kōmihana kua whakamātau atu ki ngā tohu tika, kua akohia, kua mutu hoki i te 'Approval of accreditation Making Good Decisions Programme for RMA decision-makers'.

Te Whakaaetanga Mo Te Whakakotahinga a Rōpū Whakahaere

E whakamārama ana i te Wahanga 2 o te RMA me te whakaae pēnei –

(a) i hangaia e tētehi mana a rohe me te whakaae atu hoki i tētehi, wētehi rānei -

(i) mana a hāpori, e ai ki te wahanga (b) e whakamārama ana i taua "mana a hāpori":

(ii) mana a iwi, he rōpū kanohi a hapū rānei; anō

(b) kia huaki ki ngā rōpū te whakaaetanga ma te whakakotahinga a rōpū whakahaere kia kawē tahi i ngā mahi e pā ana ki ngā mana a hāpori, te kawē mana, me ngā mahi kei raro i tēnei Ture e aro ana ki ngā rawa a taiao a tinana rānei; anō

(c) ka whakamārama atu ngā kawenga mahi, me te whakamana i aua mahi; anō

(d) whakamārama he aha ngā rawa a taiao, a tinana rānei; anō

(e) whakamārama mai ngā rawa a taiao, a tinana rānei, mēna kei roto a rohe te katoa, rānei, he wahanga noaiho kei roto a rohe; anō

1.0 DEFINITIONS:

Adoption Date

The attestation date of this agreement

AMINZ

Arbitrators & Mediators Institute of New Zealand

Postal Address:

PO Box 1477

Level 3, Hallenstein House

276-278 Lambton Quay

Wellington

Telephone: 04 4999 384

Freephone: 0800 4AMINZ (0800 426469)

Commissioners

Any person pursuant to sections 39A and 39B, including councillors and independent commissioners who hold appropriate qualifications and training that have completed the Approval of accreditation Making Good Decisions Programme for RMA decision-makers.

Joint Management Agreement or Agreement

As defined in Section 2 of the RMA and means an agreement that –

(a) is made by a local authority with one or more –

(i) public authorities, as defined in paragraph (b) of the definition of "public authority":

(ii) Iwi authorities or groups that represent hapū; and

(b) provides for the parties to the joint management agreement jointly to perform or exercise any of the local authority's functions, powers, or duties under this Act relating to a natural or physical resource; and

(c) specifies the functions, powers, or duties; and

(d) specifies the natural or physical resource; and

(e) specifies whether the natural or physical resource is in the whole of the region or district or part of the region or district; and

(f) may require the parties to the joint management agreement to perform or exercise a specified function, power, or duty together; and

- (f) kei whakakotahi ai ngā rōpū ki te whakakotahitanga ma te Rōpū Whakahaere ki te kawē i tētehi pūmahī, ki te whakamanahia rānei; anō
- (g) mēna ka tutuki atu ki te whiti (f) ka whakamārama mai ka pēhea te whakaae e te rōpū Whakakotahinga Whakahaere; anō
- (h) Ka taea te whakatakoto wētehi tikanga e pāi ana ma te kawē i ngā mahi, te whakamana rānei i ngā ture e ai tika atu, e toro whānui ake rānei, ki ngā tikanga e pā ana ki ngā nama me ngā raru e pā ana ki wēra.

LEADR

Leading Edge Alternative Dispute Resolvers
Nohonga a Pōhi:
 PO Box 10991, Level 8, Terrace Legal House,
 The Terrace, Wellington
 Waea: 04 470 0110

Ngā Whenua Māori

Ko ngā whenua Māori, he whenua e ai ki Te Ture Whenua Act 1993, kua rēhita hoki ki roto i te Kooti Māori. Ko ngā whenua Māori, ko wēra kia toru tāngata, neke atu rānei, e pupuri i te mana mo taua whenua.

Nga Rōpū Whakamana

Te Poari Māori o Tūwharetoa ma Ngāti Tūwharetoa me Te Kaunihera a Rohe o Taupō

Te Ture

Resource Management Act 1991

2.0 KAUPAPA

Ko te kaupapa o te Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere hei whakatakoto i te pūtake ma te whakatupu me te whakahono, kia mārama ai ngā rōpū ma te kawenga i te ture e pā ana ki ngā whenua Māori kei roto i te rohe tūturu o Ngāti Tūwharetoa Iwi me kei roto i te rohe o Taupō.

He pūtake te ture kia taea te mahi tahi e ngā rōpū i ngā mahi a rohe me āna mana kei raro i tēnei ture e pā ana hoki ki ngā rawa a talao a tinana

- (g) if paragraph (f) applies, specifies how the parties to the joint management agreement are to make decisions; and
- (h) may specify any other terms or conditions relevant to the performance or exercise of the functions, powers, or duties, including but not limited to terms or conditions for liability and funding

LEADR

Leading Edge Alternative Dispute Resolvers

Address:

PO Box 10991, Level 8, Terrace Legal House,
 The Terrace, Wellington
 Telephone: 04 470 0110

Multiply Owned Māori lands

Māori Land is land which is subject to the Te Ture Whenua Act 1993 and land that is registered at the Māori Land Court. Multiply owned Māori land is where there are 3 or more owners of Māori Land.

Parties

Tūwharetoa Māori Trust Board on behalf of Ngāti Tūwharetoa Iwi and Taupō District Council

The Act

Resource Management Act 1991

2.0 PURPOSE

The purpose of this Joint Management Agreement is to provide the basis to develop and confirm a relationship and understanding between the parties with regard to the administration of the Act in relation to multiply owned Māori land within the traditional rohe of Ngāti Tūwharetoa Iwi within the Taupō District.

The Act provides a basis for the parties to jointly perform or exercise any of the local authority's functions, powers, or duties under this Act relating to a natural or physical resource. The agreement specifies those functions, powers, or duties; relevant area within the district; and scope of

rānei. Kei te whakamārama mai te ture he aha aua kawenga mahi, me te āhua o te whakamana, e pā ana ki ngā wahanga a rohe, me ka pēhea te whakawhānui ake i aua mahi, me ka pēhea te whakaae e ngā rōpū.

3.0 NGĀ TIKANGA O TE HONONGA

Ka whakamanahia ngā rōpū i tēnei whakaaetanga e mau ana ki ngā tikanga e pā ana ki te ngākaupono me te mahi tahi, kia huaki pūataata ma te whakakotahi i ngā mōhiotanga kia oti pai ngā whakaritenga.

Kia whāki atu hoki ngā rōpū ma ngā whakaaetanga me te pēhea o te tuku ki Aoteroa whānui he take hiringa ngā tikanga a Māori me o rātou whenua tuku iho, te wai, ngā wāhi tapu, me wētehi atu taonga.

Kia mōhio ngā rōpū ki te tūranga o te Kaunihera e pā ana ki ngā whakaaetanga e ai ki te Wahanga 31 o te Resource Management Act me te Wahanga 11 o te Local Government Act 2002. Kia mōhio ngā rōpū ka taea te Kaunihera ki te whakamana i tēnei whakaaetanga, ki te mahi tahi me te kawē i tētehi pū mahi, me te whakamanahia kei raro i te Wahanga 36B o te Ture.

Ma te Kaunihera hei whakamārama atu ki te Poari Māori o Tūwharetoa kia mau rātou ki te mōhio mo ngā whakatikanga a mahi, ma te whiri take, me te whakarerekē i ngā pū o te District Plan, me te whakamōhio atu mo ngā tono whakaaetanga a taiao, me ngā whakarerekētanga kei roto i te taunga whenua kua tāpiri atu.

4.0 NGĀ WHAKAAETANGA

E ai ki te Wahanga 36C o te ture, ka taea ko rātou anahe e te Kaunihera a Rohe o Taupō ki te kawē i ngā whakaaetanga i ngā wā ka wātea kia mahi tahi ngā rōpū. Ka taea te mahi tahi e te Kaunihera a Rohe o Taupō pēnei i ngā wā e whai ake ki wēnei tohu:

- (a) i ngā wā ka whai whakaaetanga ma tētehi kawenga mahi kei raro i tēnei whakaaetanga, mēna kua whakamārama atu Te Poari Māori o Tūwharetoa ki te Kaunihera kaore rātou ka taea whakamanahia ki roto i te wā tika ma te whakaaetanga; rānei

those specified duties and how the parties are to make decisions.

3.0 PRINCIPLES OF THE RELATIONSHIP

The parties will uphold this agreement based on principles of good-faith and cooperation, and open and transparent sharing of information in the process of making good joint decisions.

The parties also acknowledge the need to recognise and provide for, as a matter of national importance, the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga.

The parties recognise the role of Council in relation to making decisions as defined by Section 31 of the Resource Management Act and Section 11 of the Local Government Act 2002. The parties recognise that Council has the power to make this agreement and jointly perform or exercise a specified function, power, or duty as defined herein, and according to Section 36B of the Act.

Council shall ensure that Tūwharetoa Māori Trust Board is kept informed of relevant aspects of preparation, review and changes to the District Plan and notified resource consent applications, and notified plan changes within or affecting the area indicated in the attached map.

4.0 DECISION MAKING

In accordance with Section 36C of the Act Taupō District Council may act by itself under this joint management agreement when this joint management agreement requires the parties to perform a duty together. Taupō District Council may perform or exercise the duty by itself in the following circumstances:

- (a) where a decision is required in relation to a duty under this agreement and the Tūwharetoa Māori Trust Board has advised Council that it is unable to meet any timeframe required to make the decision; or
- (b) Where the Joint Management Agreement does not provide a method for making a decision of the kind required.

(b) e ai ki te Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere, kaore kau he tikanga kei roto mo taua whakaaetanga.

Ngā whakaaetanga kei wenganui i ngā rōpū he tohu whakaaetanga tēra na te mana a rohe e ai ki te Wahanga 36D o te Ture.

5.0 TE HŌKAI O TE WHAKAAETANGA A RŌPŪ WHAKAHAERE

Ko te āhua mo te pēhea o te whakaae kei runga, he aronga noaiho ki ngā whakaaetanga a taiao me te whakarerekē o ngā umanga a hoahoa e ai ki ngā whenua Māori kei roto i te rohe o Taupō.

6.0 TE KŌWHIRINGA KI WAHO

I te whakaaetanga o ngā āpiha o te Kaunihera me te tuku mōhio ma taua Whakaaetanga a taiao, rānei, mo te whakarerekē i tētehi umanga a hoahoa, ka whakamōhio atu e te Kaunihera ki ngā kaitono me te Poari Māori o Tūwharetoa, he ara whiringa kei te wātea kia whakakotahi atu ma te whakarongo kei raro i te Wahanga 7 o tēnei Whakaaetanga ma te Whakakotahitanga a Rōpū Whakahaere.

Ka wātea mai i taua wā e 20 ngā rā mahi mo te kaitono hei whakamōhio atu ki te Kaunihera mēna kei te hiahia rātou kia kōwhiri ki waho o te hui whakawā kei mua i ngā rōpū. Mēna kaore ka whakamōhio mai kei roto i te 20 o ngā rā mahi, ka whakakorengia e taua tono e ai ki ngā whakamārama e pā ana ki tēnei Whakaaetanga mo te Whakakotahinga a Rōpū Whakahaere.

7.0 TE KAWENGA ME TE KANOHI ATU

I te whakaaetanga o te kaitono kia whai ake ia ki te Whakaaetanga a Rōpū kei raro i te Wahanga 6 o tēnei whakaaetanga, kua āhua mau te kaitono kia rongohia e ngā tāngata kōmihana kia taea ki te Kaunihera hei whakarongo ki te tono. I taua wā ka whakatika atu e te Kaunihera a Rohe o Taupō me te Poari Māori o Tūwharetoa kia rua ngā tāngata kōmihana ma ia rōpū. Ka hui ngā kōmihana tika kua whiriwhiria kia rapuhia i tētehi atu tangata anō kia noho ki taua rōpū, me te whiri ko wai ka noho heamana ma taua rōpū

Joint decisions between the parties have the effect of a decision of the local authority according to Section 36D of the Act.

5.0 SCOPE OF THE JOINT MANAGEMENT AGREEMENT

The decision making process defined above relates only to notified resource consents and private plan changes on or affecting multiply owned Māori land within the Taupo District.

6.0 OPTING OUT

Once Council officers have made the decision to notify a resource consent or private plan change, Taupō District Council will give notice to the applicants and the Tūwharetoa Māori Trust Board of the option of having the application heard by a joint committee as described in Section 7 of this Joint Management Agreement.

The applicant will then have 20 working days to notify the Council if they wish to opt out of the joint hearing process. If no notification is received within 20 working days then the hearing of the application will default to the process as defined by this Joint Management Agreement.

7.0 PROCESS AND REPRESENTATION

Once an applicant has decided to opt in to the joint management process under section 6 of this agreement, the applicant is deemed to agree to have this heard by a joint panel of commissioners to attend to the Council hearing of the application. Taupō District Council and the Tūwharetoa Māori Trust will then select two commissioners each.

The chosen commissioners shall then meet and identify an additional member for the panel and to identify the chairperson for that panel. If consensus is not reached on this matter the standard Taupō District Council list of independent commissioners will be used for selection purposes and the fifth person will be appointed by Council officers as panel member and chairperson. The full panel and chairperson will need to be identified a minimum of 20 working days prior to the hearing.

anō. Mēna kaore ka taea e rātou te whakatika, ka takahuri atu ki te whiri i ngā tāngata kōmihana tūturu e mau rārangi ana i te Kaunihera o Taupō. Ma ngā āpiha o te Kaunihera anō hei ki ko wai te tangata tuarima me ko wai te heamana. Kia whakamōhio atu ki te heamana me te rōpū katoa ma te hui whakawā i roto i te 20 o ngā rā mahi i mua o taua hui.

8.0 TOHUWHAKAMANA I TE MĀIA HANGARAU TE MĀKOHAKOHA RĀNEI

Ka whakatūturuhia me kei te mau i te māia hangarau, i te mākohakoha rānei e ngā māngai kua whakaaetia no te kaunihera o Taupō me Te Poari Māori o Tūwharetoa ki te tū hei tāngata kōmihana me te kawē i ngā take me te whakamanahia hoki kei raro i tēnei whakaaetanga e ai ki te wahanga 36b (1) (a) o te ture.

9.0 NGĀ TIKANGA MA TE POOTI

Ka ōrite ngā tikanga ma te pooti ki te rōpū katoa i ngā hui whakawā, kei te heamana te pooti whakamana mēna kua ōrite ngā pooti. Me ka taka ki waho tētehi o te rōpū i roto i te 10 o ngā rā i mua o te tīmatatanga o te hui whakawā, ka kawea tonu taua hui me kei te mau tonu i te toru tāngata hei whakwā i taua hui.

10.0 NGĀ PĀNGA PAPĀ

Kia tomua rawa te whakamārama atu e te tangata i ōna pānga papā ki te rōpū whakawā, e ai hoki ki ngā tikanga a ngā 'Controllers and Auditor-Generals Guidelines: Managing conflicts of interest: Guidance for public entities'.

11.0 NGĀ RARĀ PŪTEA

E ai ki tēnei whakaaetanga, ka ōrite te utu ki wēra o Tūwharetoa e noho ana ki runga i te rōpū whakawā, ki ngā tāngata kōmihana no te Kaunihera o Taupō e ai ki te Whiti 6, me te pukapuka āpiti 7 o te Ture Kāwanatanga a Rohe 2002 me te Wahanga 19 o te Ture a Rōpū Whakamana utu 1977. Ka mau tūturu te utu ki te tangata tuarima kua whakakotahi atu ki te rōpū whakawā.

8.0 WARRANTY OF TECHNICAL CAPABILITY OR EXPERTISE

Representatives of the Taupō District Council and Tūwharetoa Māori Trust Board selected as the panel of commissioners herein confirm that they have the technical or special capability or expertise to perform or exercise the function, power, or duty jointly under this agreement, pursuant to Section 36B(1)(A) of the Act.

9.0 VOTING RIGHTS

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

If 10 days before the commencement of the hearing, any members withdraw from the panel, the remaining panel shall continue to hear the application provided there is at least three panel members present.

10.0 CONFLICTS OF INTEREST

Conflicts of Interest shall be considered and identified at the earliest possible moment and brought to the attention of the panel at the earliest possible time, and in accordance with the Controllers and Auditor-Generals Guidelines: Managing conflicts of interest: Guidance for public entities.

11.0 FINANCIAL IMPLICATIONS

Tūwharetoa members of any panel selected according to this agreement will be charged at the same rate as Taupō District Council Commissioners pursuant to Clause 6, Schedule 7 of the Local Government Act 2002 and Section 19 of the Remuneration Authority Act 1977. The additional or fifth panel member will be charged at their standard charge out rate.

Parties agree that the above provision for charging complies with Section 36B(c) of the Act in relation to: (i) the resources that will be required for the administration of this agreement; and (ii) how the administrative costs of this joint management agreement will be met.

Ka whakaae ngā rōpū me kei te aro tika te āhua o te utu e ai ki te Wāhanga 36B (c) o te Ture, e ai hoki ki te: (i) ngā rauemi e hiahia ana ma te kawenga i tēnei whakaaetanga; (ii) Ka pēhea te utu tika te kawenga i tēnei Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere.

12.0 TE WHAKATAU I NGĀ PAPĀ

Ka mau te mōhio ki ngā tātanga o tēnei whakaaetanga ma te kawenga pai kia oti tika ngā whakaaetanga ma ngā tono a taiao. E ai anō, me ka tū papā, me ka whai ara ma te whakatika i aua papā, kia kaua e rerekē ki wēra no te Kaunihera e whai tika ana ma te whakaae i ngā tono a taiao me te whai atu i ngā ara mo aua whakaae.

I ngā wā ka tū te papā kei waenganui i ngā rōpū, ka whai kaha ngā rōpū ki te whakatika i aua papā i runga i te whiri, me te whakawhitiwhiti kōrero. Mēna ka kore e tae te whakatika i runga i te kōrero tahi me te whiri whakaaro, ka taea tētehi o aua rōpū ki te tono atu ki tētehi atu tangata takawaenga no te LEADR NZ (Leading Edge Alternative Dispute Resolvers) rānei no te AMINZ (Arbitrators & Mediators Institute of New Zealand) e mātau ana ki te kaupapa, ki te ārahi atu kia whai otinga pai. Mēna ka kore e taea te whakaae i ngā rōpū ki tētehi kaitakawaenga, ka riro i te Tumuaki (tētehi tangata ōrite rānei) no LEADR rānei no AMINZ hei ki ko wai.

13.0 TIROHANGA HOU

Ka kawe i te tirohanga hou ki te whakamātau atu ma te pēhea o te haere o te Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere ia 12 marama to muri i te wā Timata, kia whakaae hoki ngā rōpū e rua ki tēra.

Ma ngā tātanga o te Kaunihera a Rohe o Taupō rātou ko Te Poari Māori o Tūwharetoa hei kawe tahi i tēnei whakamātau. Ka whakatau aua tirohanga hou ki mua i te katota o te Kaunihera me te Poari o Tūwharetoa hei whiringa kōrero.

Ka mau ki roto i aua tirohanga hou:

- (a) He tuhinga poto ma ngā hui whakawā ma te 12 marama kua hipa, me ēhia ngā hui whakawā, ēhia ngā whakaaetanga, me ēhia ngā tono i whakahokia.

12.0 CONFLICT RESOLUTION

Parties to this agreement acknowledge the requirement for effectiveness and efficiency in delivering resource management decisions. Accordingly, any conflict or conflict resolution process shall not be incompatible with Council's duty to efficiently process resource management decisions and shall pursue the following resolution process.

In the event of a dispute between the parties, parties will use best efforts to informally resolve the dispute in good faith through dialogue and negotiation. If a dispute cannot be resolved by direct discussion and negotiation, either party may appoint a suitably qualified mediator from LEADR NZ (Leading Edge Alternative Dispute Resolvers) or AMINZ (Arbitrators & Mediators Institute of New Zealand) to facilitate the resolution of conflict. If the parties do not reach agreement over the appointment of a mediator, the mediator shall be appointed by the President (or equivalent) of LEADR or AMINZ.

13.0 REVIEW PROCESS

This Joint Management Agreement will be formally reviewed every 12 months after the adoption date, subject to the approval of both parties.

The review will be undertaken jointly by Taupō District Council and Tūwharetoa Māori Trust Board officers and findings of the review formally presented to Council and the Trust Board.

The review shall include:

- (a) a summary of the joint hearings for that 12 month period including number of hearings, decisions made and appeals received;
- (b) any identified issues that have arisen at any step in the process as identified by Taupō District Council and Tūwharetoa Māori Trust Board Officers, and all the decision makers involved;
- (c) any issues that have been identified by applicants or submitters as a result of a post hearing survey;
- (d) any additional functions, powers or duties which may be undertaken under this Joint Management Agreement.

- (b) Mēna i kitea ki wētehi take hei whiringa e te Kaunihera a Rohe o Taupō rātou ko Te Poari Māori o Tūwharetoa, me ko wai anō i aro atu ki aua whakaaetanga.
- (c) Mēna i kitea e ngā kaitono ki wētehi take hei whiringa i te mutunga o ngā hui whakawā.
- (d) Mēna he kawenga mahi anō ka tae te tāpiri atu ki tēnei Whakaaetanga ma te Whakakotahinga a Rōpū Whakahaere.
- (e) Mēna ka whakaae ka mau tonu kia ōrite te kawē i ngā mahi e pā ana ki te Whakakotihanga a Rōpū Whakahaere, me ka whakarerekē tēnei Whakaaetanga, rānei, me ka whakakore i tēnei Whakaaetanga e ai ki te Whiti 14.0.

Mēna ka puta mai i tēnei tirohanga hou kia whakarerekē, ka whakaaetia e te katoa o ia rōpū, ara, te Kaunihera me te Poari Māori o Tūwharetoa.

14.0 TE AUKATINGA

E ai ki ngā whakaritenga mo ngā tirohanga hou kei runga, ka taea te kumea ki waho i te kotahi o tētehi o ngā rōpū mēna kei te hiahiatia. Kia 20 ngā rā mahi mo te whakamōhio atu mo tēnei, E ai tēnei ki te Wahanga 36E o te Ture.

- (e) a recommendation to either continue either the Joint Management Agreement with no changes; amend the Joint Management Agreement, or terminate the Agreement according to clause 14.0.

Any changes deemed necessary from this review shall be formally ratified by full Council and the Tūwharetoa Māori Trust Board, respectively.

14.0 TERMINATION

Subject to the review process above, any Party to this agreement may terminate the agreement by giving the other party 20 working days notice, according to Section 36E of the Act.

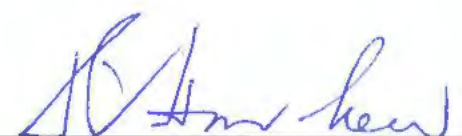
15.0 TE WHAKAMANA

Ka uru pai ngā rōpū ki roto i tēnei whakaaetanga i runga i te pono, te wairua pai, me te whai i te huarahi tuuturu ma te hononga tahi.

He whakaaetanga tūtutru tēnei e mau ana i ngā whakaaetanga katoa kua kōrerohia, kua tuhia hoki.

Ka mokohia i tēnei whakaaetanga e ngā kaitohu tangata no te Poari Māori o Tūwharetoa me te Kaunihera a Rohe o Taupō hei tohu whakaae me te whakamana i tēnei whakaaetanga.

Tūwharetoa Māori Trust Board


Heamana **Tumu te Heuheu, DCNZM** Chairman


Witnessed by
Rakeipoho Taiaroa
Secretary



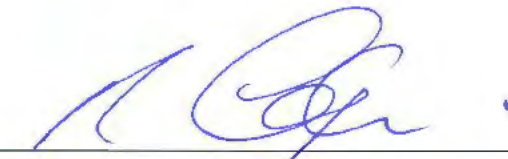
15.0 ATTESTATION

This agreement is freely entered into by all parties in the spirit of good faith with the intention of creating a meaningful long-term partnership.

This agreement is the entire agreement and includes all prior agreements both written and verbal.

Authorised representatives of Tūwharetoa Māori Trust Board and Taupō District Council sign this document as verification of their party's commitment to this agreement.

Taupō District Council


Mayor **Rick Cooper** Tumukakahi


Witnessed by
Rob Williams
Chief Executive Officer



Dated
This, the **17th** day of **January** 2009

In the presence of
His Excellency, The Honourable Anand Satyanand, PCNZM, QSO
Governor-General of New Zealand

KUPU TAKA

ara whiringa
rōpū kōmihana – tāngata kōmihana
hōkai
huinga whakawā
kōwhiringa ki waho
māia hangarau
papā
pukapuka āpiti
rarā
taea
Te Whaaetanga ma te Whakakotahianga a Rōpū Whakahaere
tirohanga hou
tohu whakamana
ūmanga a hoahoa
mākohakoha
whakatau papā
whiti
māngai
pānga

GLOSSARY

options
commissioners
scope
hearing
opted out
technical capability
conflict
schedule
implications
attend
Joint Management Agreement
review
warranty
private plan
expertise
conflict resolution
clause
representatives
interest (conflict of)

Attachment 8: JMA between Tūwharetoa Māori Trust Board and Waikato Regional Council

JOINT MANAGEMENT AGREEMENT





JOINT MANAGEMENT AGREEMENT

DATED: 2018

PARTIES:

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

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



BACKGROUND

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

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

- A. Ngā Hapū o Tūwharetoa are the descendants of Tūwharetoa, Tia and other tupuna who have occupied the Taupō Region continuously since the arrival of the Te Arawa waka. Ngāti Tūwharetoa are linked by whakapapa to their lands and their taonga. This connection establishes their mana whenua, kaitiakitanga and rangatiratanga, including their right to establish and maintain a meaningful and sustainable relationship between hapū, whanau and their taonga.
- B. As kaitiaki, Ngāti Tūwharetoa has an inherent obligation to ensure that the mauri, and the physical and spiritual health of their environment, inclusive of Taupō Waters and the Waikato River, is maintained, protected and enhanced.
- C. By Deeds with the Crown dated 28 August 1992 and 10 September 2007 the Trust Board is the trustee and legal owner of the bed, water column and air space of Lake Taupō and designated portions of the Waihora, Waihaha, Whanganui, Whareroa, Kuratau, Poutu, Waimarino, Tauranga-Taupō, Tongariro, Waipēhi, Waiotaka, Hinemaiaia and Waitahanui Rivers and the Waikato River to the Te Toka a Tia, inclusive of the Huka Falls (the Taupō Waters). For the sake of clarity, Taupō Waters does not include the water over that land.
- D. The Trust Board's relationship to Taupō Waters is unique; it holds legal title as trustee and acts as kaitiaki for Taupō Waters. These fiduciary responsibilities over Taupō Waters to present and future generations underpins all the activities and aspirations of the Trust Board. The Parties recognise that Taupō Waters, and the Trust Board's fiduciary responsibilities are unique within the Waikato Region.
- E. On 31 May 2010, the Crown and the Trust Board signed a Deed in Relation to Co-Governance and Co-Management Arrangements for the Waikato River (the Deed). The Crown and the Trust Board entered into this Deed on behalf of its beneficiaries within the meaning of that Act, Ngāti Tūwharetoa, and the hapū of Ngāti Tūwharetoa with interests in the Waikato River. The Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (the Upper Waikato River Act) was enacted to give effect to the Deed.
- F. The Deed and subsequent Upper Waikato River Act acknowledged Ngāti Tūwharetoa's ownership of Taupō Waters, by providing that a joint management agreement established under the Upper Waikato River Act may extend to matters relating to the waterways within Taupō Waters.
- G. Ngāti Tūwharetoa's interests in the Waikato River, extends downstream as far as the confluence of the Waipapa River with the main stem of the Waikato River by virtue of the 1886 Taupō Nui a Tia boundary, as shown in the Map in Schedule One.
- H. Ngāti Tūwharetoa hapū, through the Tūwharetoa Hapū Forum, ratified a Deed of Settlement settling their historical Treaty of Waitangi grievances with the Crown, which include claims within the Waikato River catchment and the wider Lake Taupō catchment.
- I. The Council is a Regional Council pursuant to the Local Government Act 2002 and subsequent amendments, and as such is responsible, amongst other things, for promoting the social, economic, environmental and cultural well-being of communities.
- J. The Council, under the Resource Management Act 1991 and subsequent amendments, is responsible for, promoting the sustainable management of natural and physical resources within its region. This is achieved through the exercise of various powers and functions that relate to the management, use, development and protection of natural and physical resources.
- K. The Council and the Trust Board entered into a Joint Management Agreement pursuant to the Upper Waikato River Act on 26 August 2016. The 26 August 2016 version of the Joint Management Agreement provided that Taupō Waters would be included in the scope of the Agreement within 18 months from 26 August 2016. This Agreement includes provision for Taupo Waters (in Part 3) and replaces the 26 August 2016 version.
- L. The Council is entering into this Agreement with the Trust Board pursuant to the Upper Waikato River Act.

MATTERS AGREED

1 – SCOPE

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

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

2 – PURPOSE

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

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

3 – TERM

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

4 – PRINCIPLES

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

- (a) Promote the overarching purpose of the Upper Waikato River Act, to restore and protect the health and wellbeing of the Waikato River for present and future generations;
- (b) Uphold Te Ture Whaimana for the Waikato River;
- (c) Uphold the principles of Te Mana o te Wai as outlined in Schedule Four;
- (d) Respect the tikanga, mana, rangatiratanga, rights, interests, obligations and responsibilities of Ngāti Tūwharetoa;
- (e) Recognise and provide for Ngāti Tūwharetoa values articulated in connection with the protection, guardianship, enhancement and restoration of ngā taonga tuku iho o Ngāti Tūwharetoa;
- (f) Give appropriate weight to the relevant documents provided for under the Upper Waikato River Act, including (but not limited to):

(i) the Upper Waikato River Integrated Managed Plan; and

(ii) the Trust Board’s Environmental Plan,
- (g) Act in a manner consistent with the principles of Te Tiriti o Waitangi;
- (h) Promote the principles of co-governance and co-management for the Waikato River Catchment and Taupō Waters;

(i) Reflect a shared commitment to working together in good faith and in a spirit of co-operation;

(ii) Being open, honest and transparent in communications; and
- (iii) Using best endeavours to ensure that the purpose of this agreement is achieved in an enduring manner;
- (k) Recognise that this Agreement operates within statutory frameworks and that complying with those statutory frameworks, meeting statutory timeframes, and minimising delays and costs are important.

4.2 For the purposes of this Agreement:

- (a) Co-governance and co-management principles include:

(i) A collaborative approach that reflects partnership;

(ii) The highest level of good faith engagement; and
- (iii) Strive for consensus decision-making as a general rule, while having regard to Council statutory timeframes and the mana and tikanga of Ngāti Tūwharetoa.

5 – DISPUTE RESOLUTION

5.1 The Parties agree and acknowledge that for this Agreement to be effective the resolution of issues between them must be addressed in a constructive, co-operative and timely manner that is consistent with the Principles in Clause 4 of this Agreement.

5.2 The dispute resolution process is:

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| (a) If the Parties cannot reach agreement or if one Party considers that there has been a breach of this Agreement then that Party may give written notice to the other Party that they are in dispute. | (c) If the dispute has not been resolved within 20 Working Days of receipt of the written notice, the Chief Executive Officer of the Council and the Chief Executive Officer of the Trust Board will meet as soon as practicable to work in good faith to resolve the issue. | Executive Officer of the Council and the Chief Executive Officer of the Trust Board as a matter of last resort, the respective Chairs (or nominee) will meet to work in good faith to resolve the issue. |
| (b) As soon as practicable upon receipt of the written notice, the Council and the Trust Board representative(s) will meet to work in good faith to resolve the issue. | (d) If the dispute has still not been resolved within 30 Working Days of a meeting between the Chief | |

6 – SUSPENSION

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

7 – WAIVER OF RIGHTS

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

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

9 – REVIEW AND AMENDMENT

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

10 – EXERCISE OF POWERS

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

11 – INFORMATION SHARING

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

12 – COMMUNICATION

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

13 – EXTENSIONS TO THIS AGREEMENT

- 13.1 The Parties acknowledge that section 54 of the Upper Waikato River Act provides for the Council and the Trust Board to extend this Agreement to cover duties, functions or powers that are in addition to those provided for under this legislation.
- 13.2 The Parties agree that they may enter into discussion to extend this Agreement to cover other matters such as (but not limited to):

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

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

14 – OTHER MECHANISMS

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| 14.1 This Agreement will operate in a manner that enhances, and does not negatively affect or derogate from, relevant redress mechanisms provided for in the Deed of Settlement of Historical Claims between Te Kotahitanga o Ngāti Tūwharetoa and the Crown. | 14.2 The Parties record their view that this Agreement has been drafted to compliment any relevant redress provided for in the Deed of Settlement of Historical Claims between Te Kotahitanga o Ngāti Tūwharetoa and the Crown. |
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PART 1

WAIKATO RIVER & TAUPŌ WATERS

15 – SCOPE

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

16 – ESTABLISHMENT OF A MONITORING FRAMEWORK

- 16.1 The Parties will establish and implement a jointly agreed monitoring framework within 18 months of the Commencement Date, or by an alternative date as may be mutually agreed by the Parties.
- 16.2 An initial meeting between the Parties will be held within six months of the Commencement Date, to agree on a programme to achieve a fully integrated monitoring framework.
- 16.3 The jointly agreed monitoring framework will be designed to:
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| (a) For the Waikato River – give effect to Te Ture Whaimana through the restoration and protection of the health and wellbeing of the Waikato River, incorporating mātauranga Māori principles. | (b) For Taupō Waters – to give effect to the Ngāti Tūwharetoa Environmental Plan, Ngāti Tūwharetoa Fisheries Plan, the Ngāti Tūwharetoa Taupō Waters Incident Prevention and Response Plan and any other relevant planning document as agreed by the Parties. |
|---|---|
- 16.4 The monitoring framework will set out the priorities, programme and methodology for monitoring the matters set out in section 35(2)(a)-(e) of the RMA and the role of the Trust Board in the five yearly review provided for in section 35(2A) of the RMA.

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

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

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

16.7 Regulatory Monitoring and Enforcement

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

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

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

16.8 State of the Environment Monitoring

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

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

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

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

17 – CUSTOMARY ACTIVITIES

17.1 The Parties will explore whether customary activities:

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

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

PART 2

WAIKATO RIVER

18 – SCOPE

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

19 – RMA PLANNING DOCUMENTS

19.1 Policy Matters and Review of RMA Planning Documents

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

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

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

19.1.3 The JWP will discuss and agree on:

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

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

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

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

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

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

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

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| (a) Number of members appointed by the Council; | (c) The criteria which shall be used to select independent hearings commissioners; and | (d) An independent chairperson jointly appointed and/or agreed by the Trust Board and Council. |
| (b) Number of independent hearing commissioners selected by Council; | | |

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

19.2 Requests for Private Plan Changes

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

19.3 Council Initiated Plan Reviews, Changes and Variations

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

20 – RESOURCE CONSENTS

20.1 This section applies to:

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

Resource Consents Engagement

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

- (a) Acknowledges the Trust Board is an iwi authority for the purposes of the RMA.
- (b) The Council shall follow the process set out in Schedule 5 with respect to resource consents for activities within or potentially affecting Taupo Waters or the Waikato River from Huka Falls to Waipapa Stream.
- (c) Acknowledges the Trust Board as a major stakeholder and representative of the Trust Board's beneficiaries with regard to activities affecting the Upper Waikato River Catchment.
- (d) Acknowledges the Trust Board as the legal owner and sole trustee of Taupō Waters
- (e) Acknowledges that the Trust Board may consider itself to be an affected party irrespective of the contents of this Agreement.
- (f) Will actively encourage applicants to consult early with the Trust Board prior to the lodgement of an application and encourage the Trust Board's participation in formal pre-lodgement meetings.
- (g) Acknowledges that the Trust Board may advise applicants, Council and interested parties of the relevant hapū / Marae within Ngāti Tūwharetoa for direct consultation and engagement purposes and
- agrees to respect that direction. For the avoidance of doubt, this provision does not affect the Council's statutory responsibility to determine whether the application should be notified or who is an affected person.
- (h) Jointly with the Trust Board, will develop and provide a guideline for applicants, advising of Te Ture Whaimana for the Waikato River, the role of the Waikato River Authority, the Upper Waikato River Integrated Management Plan and the Trust Board Environmental Plan. The guideline will be completed within 24 months of the Commencement Date.
- (i) Will, where appropriate, advise applicants of the need for their assessment of effects to address effects on tangata whenua and encourage applicants to complete cultural impact assessments.
- (j) Will give written or electronic notice to the Trust Board of the receipt of any application described in clause 20.1 as soon as practicable as and no later than two Working Days after receiving the application.
- (k) Will provide a copy of any applications described in clause 20.1 within two Working Days of receiving a request from the Trust Board.

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

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

Joint Development of Criteria to Assist Council Decision Making

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

PART 3

TAUPŌ WATERS

21 – SCOPE

- 21.1 On 26 August 2016, the Parties agreed that pursuant to section 44(1)(ii) of the Upper Waikato River Act, that matters relating to the waterways within Taupō Waters shall be included within the scope of this Agreement.
- 21.2 The following clauses comprising Part 3 of this Agreement relate specifically to matters relating to the waterways within Taupō Waters.

22 – JOINT DECISION-MAKING

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

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

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

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

23 – REVIEW PERIOD

- 23.1 In order to meet the objectives of both Parties to deliver efficient and effective joint decision making under this Agreement, 3 years following the execution of this Agreement, or following the completion of a joint decision making process under clause 22.1 (whichever occurs first), the Parties shall implement a review process of Part 3 of this Agreement.
- 23.2 Prior to commencing the review, the Parties shall agree the scope of matters to be reviewed, which may include, among other matters:

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

- 23.3 Unless otherwise agreed by the Parties, the review shall be completed within 6 months of clause 23.1 being triggered.
- 23.4 The outcome of the review shall be recorded in writing including identifying whether any changes to this Agreement are agreed by the Parties and if so, the timeframe for implementing those changes.

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

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

Hearing Commissioner Process, Representation and Appointment Register

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

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

- 24.3 In order to be appointed to the Register, any Iwi Commissioner, Council Commissioner or Jointly Appointed Commissioner must meet the minimum requirements including accreditation, experience and rates as set out in Schedule Five.
- 24.4 Parties may appoint accredited hearing commissioners to the Register at any time by giving written notice identifying the appointee and confirming that the minimum requirements are met. Jointly appointed hearing commissioners may only be appointed to the Register where written confirmation has been received from both Parties.

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

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

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

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

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

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

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

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

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

24.10 Clauses 24.3-24.4 apply to clause 24.9.

Voting Rights

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

Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS AND INTERPRETATION

27 – DEFINITIONS AND INTERPRETATION

27.1 In this Agreement, unless the context requires otherwise:

"Agreement" means this Joint Management Agreement between the Parties.

"Commencement Date" means the date this Agreement is signed by both Parties (being _____ 2018).

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

"Mātauranga" means Māori world view, knowledge, perspective and culture.

"Regional Policy Statement" has the same meaning as set out in the RMA.

"RMA" means the Resource Management Act 1991.

"RMA Planning Document" means a regional plan or regional policy statement.

"Rohe" means the geographical boundaries of Tūwharetoa.

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

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

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

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

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

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

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

"Working Days" has the same meaning as set out in the RMA.

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

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

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

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

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

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

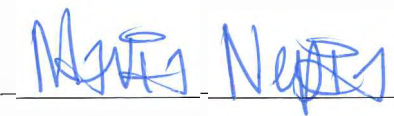
(f) A statute includes that statute as amended from time-to-time and an regulations, other Orders in Council, and other instruments issued or

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

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

EXECUTED BY:

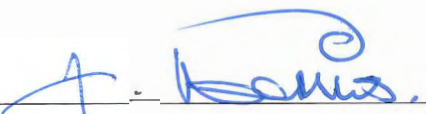
Signed for and on behalf of the **Tūwharetoa Māori Trust Board** by its Trustees:



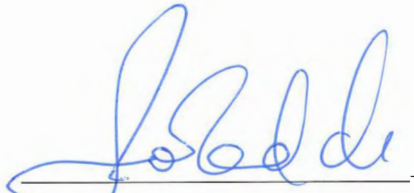
MEMBER: MARIA NEPIA
(CO-CHAIR JOINT COMMITTEE)



MEMBER: DANNY LOUGHLIN



MEMBER: JUDY HARRIS



MEMBER: HEFMI RINDRI F

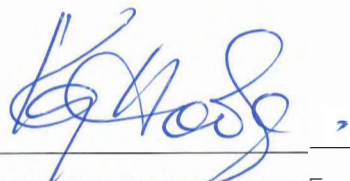


SECRETARY: TOPIA RAMEKA

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



COUNCILLOR: ALAN LIVINGSTON
(CO-CHAIR JOINT COMMITTEE)



COUNCILLOR: KATARAINA HODGE



COUNCILLOR: TIPA MAHUTA



WAIKATO REGIONAL COUNCILLOR REPRESENTATIVE

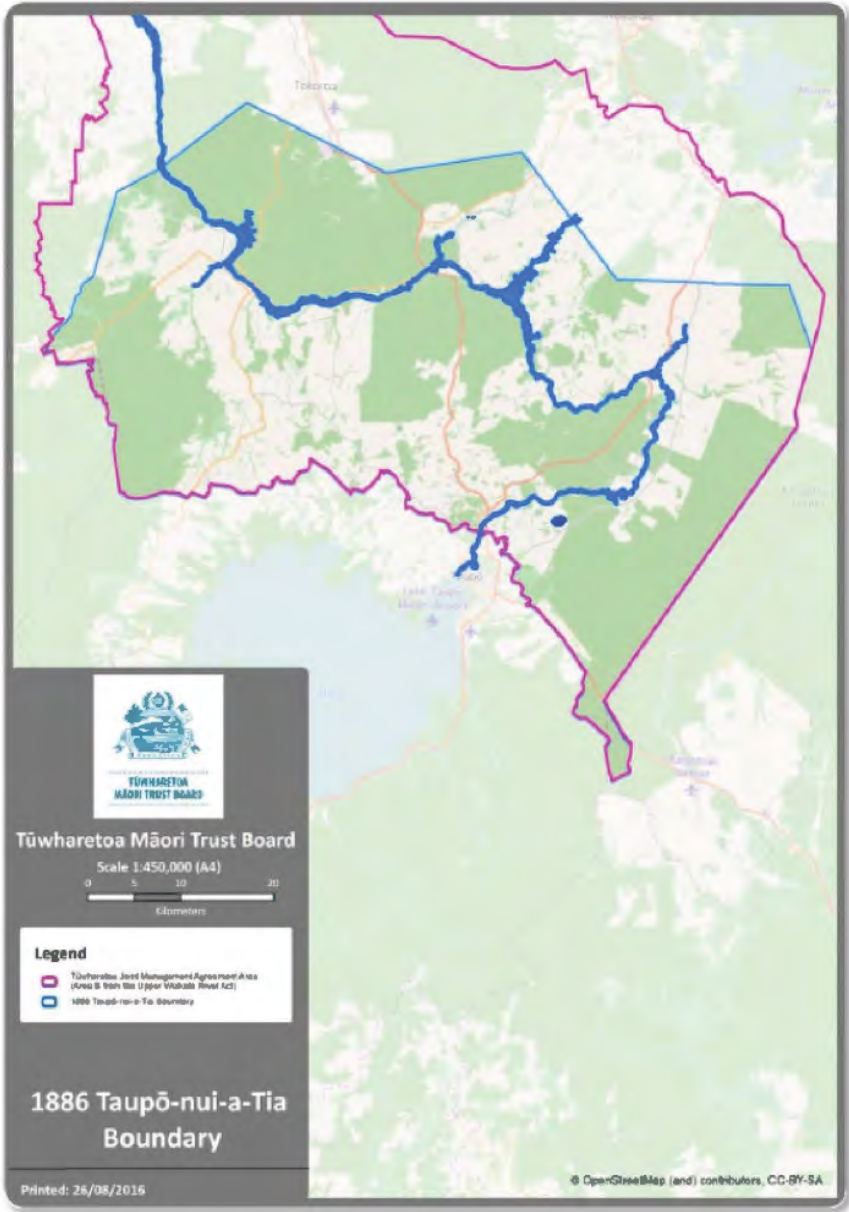
Councillor: Shu Kneebone



CEO: VAUGHAN PAYNE

SCHEDULE ONE

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



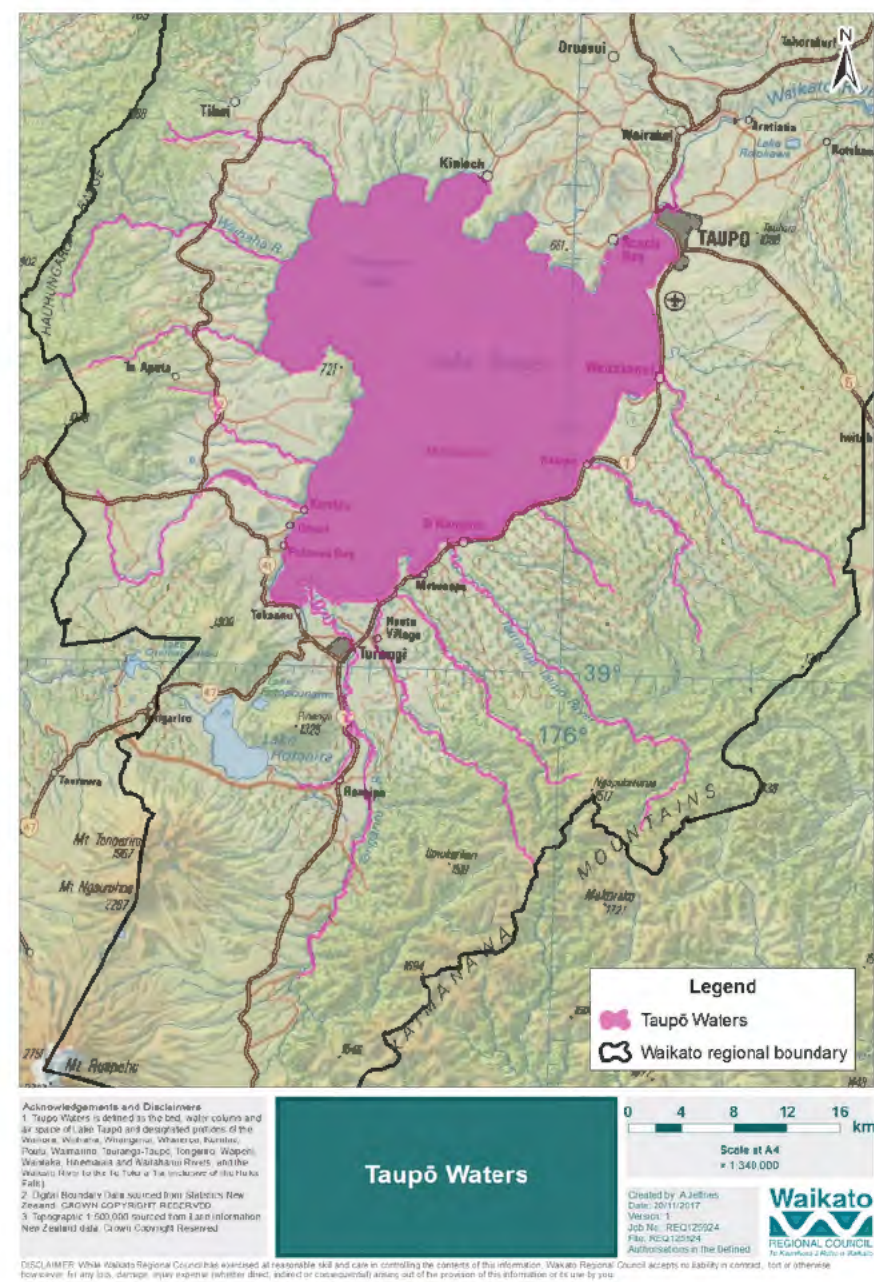
SCHEDULE TWO

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



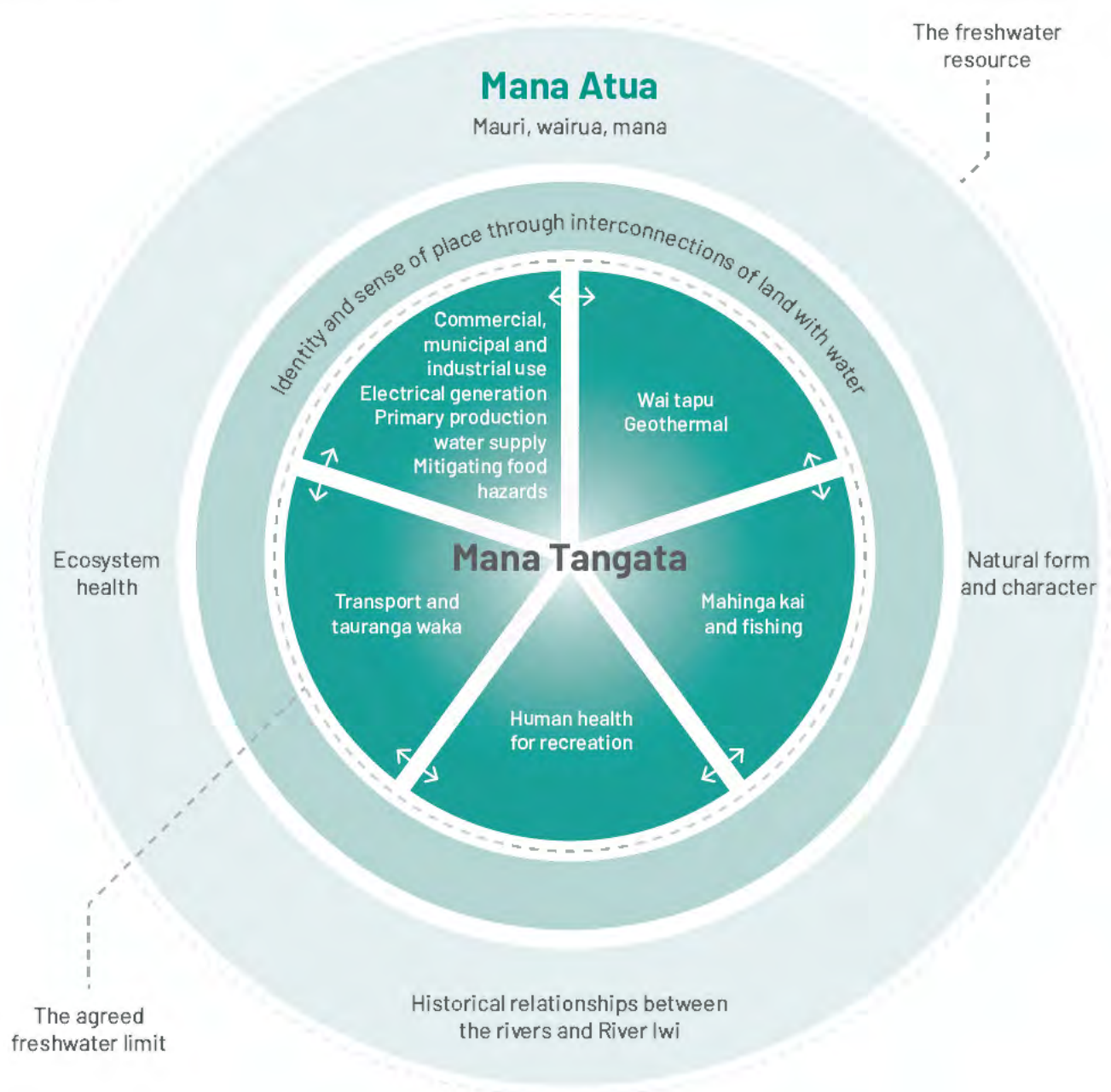
SCHEDULE THREE

Map Outlining Taupō Waters Joint Management Area



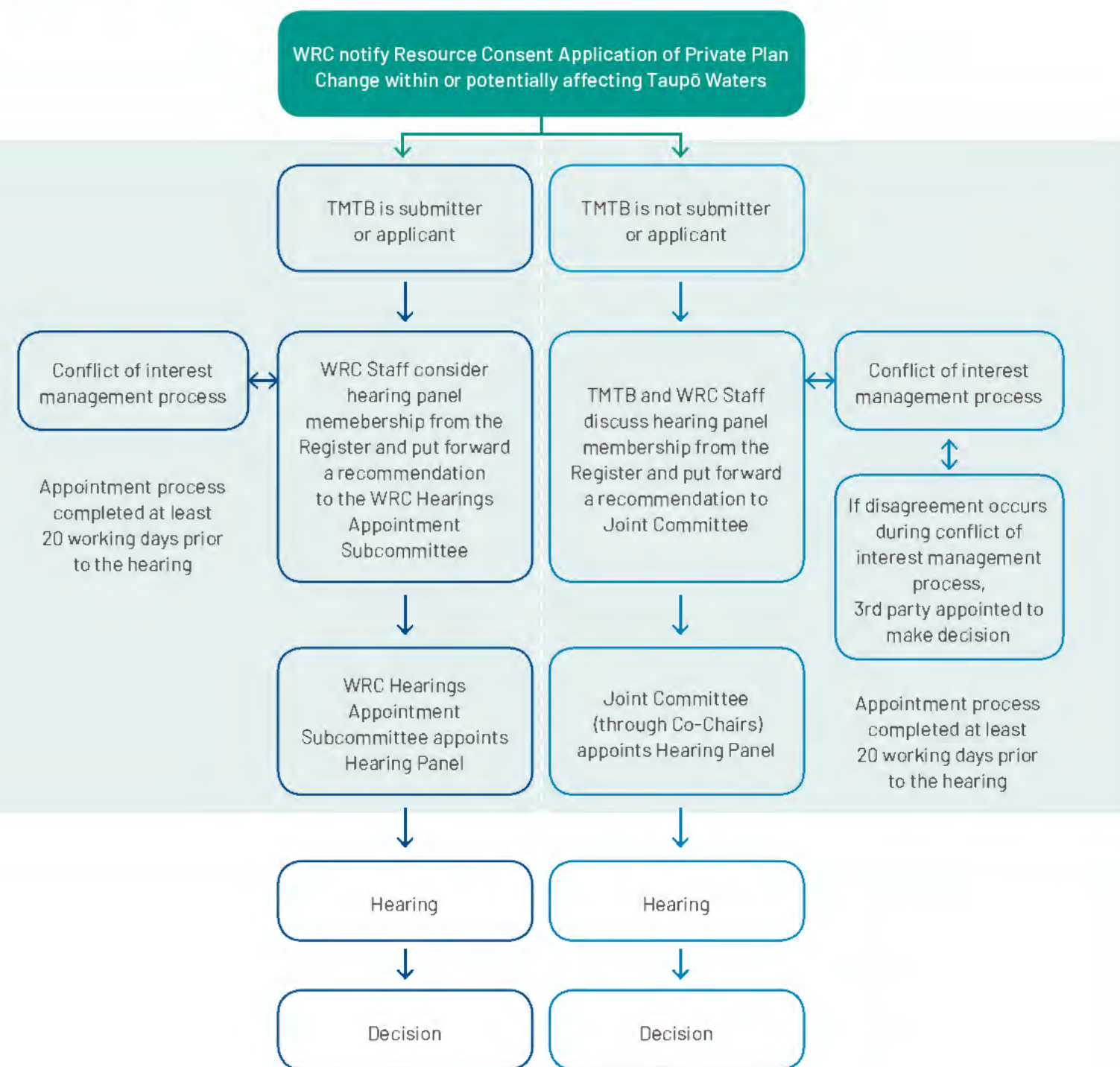
SCHEDULE FOUR

Te Mana o te Wai¹



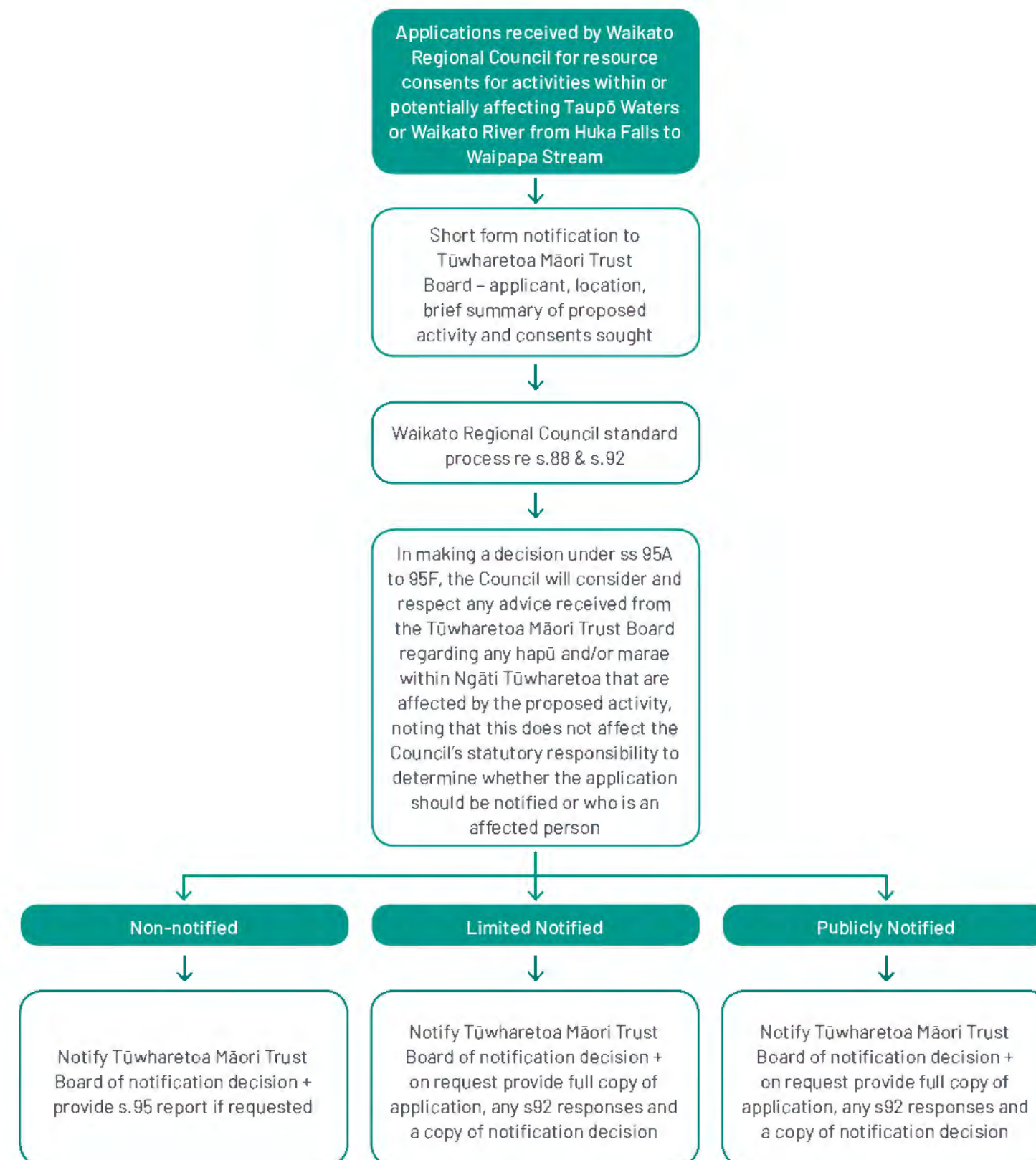
¹ This Agreement, clause 4.1(c). The Parties acknowledge that this was developed through a Plan Change process. Tūwharetoa articulate Te Mana o Te Wai according to their Tūwharetoa tikanga. This diagram is intended as an indicative guide for the Council to interpret Te Mana O Te Wai but the Parties acknowledge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

SCHEDULE FIVE



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

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



SCHEDULE SIX

Conflicts of Interest Process

Background

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

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

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

Decision

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

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

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

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

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

Financial conflict

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

Non-financial conflict

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

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

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

Examples of non-financial conflict of interest may include:

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

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

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

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

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

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

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

Other Sources of Guidance:

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

³ Local Government New Zealand (2013), Elected Members’ Governance Handbook, Wellington, page 59
⁴ Controller and Auditor-General, (2007), Managing conflicts of interest: Guidance for public entities, Wellington, page 18
⁵ Controller and Auditor-General, (2007), Managing conflicts of interest: Guidance for public entities, Wellington, page 27
⁶ Controller and Auditor-General, (2007), Managing conflicts of interest: Guidance for public entities, Wellington, page 30

SCHEDULE SEVEN

SCHEDULE OF AGREED ACTIONS

TASKS REQUIRED WITHIN A SPECIFIED TIMEFRAME OF THE COMMENCEMENT DATE

Project Tasks

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

Project Tasks

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

ONGOING COMMITMENTS

Project Tasks

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

Project Tasks

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



TŪWHARETOA
MĀORI TRUST BOARD



REGIONAL COUNCIL
Te Kaunihera ā Rohe o Waikato

Attachment 9: Comments received from invited Māori groups

11 August 2025

Minister for Infrastructure
C/- Fast-track referrals team
Ministry for the Environment | Manatū Mō Te Taiao
FTAreferrals@mfe.govt.nz

Tēnā koe,

Response to Invitation to comment on Application for Fast Track Referral FTAA-2505-1070 (Kuratau Hydro-Electric Power Scheme)

The Māori Trustee would like to thank the Minister for the invitation to comment on the referral application by King Country Energy Limited (KCEL) under the Fast Track Approvals Act 2024 (FTAA). She provides her position on the consenting of the Kuratau Hydro-Electric Power Scheme (Kuratau HEPS) below.

Background on the Māori Trustee and the Office of the Māori Trustee

The Māori Trustee administers, as trustee or agent, around 78,000 hectares of Māori freehold land on behalf of approximately 100,000 individual Māori landowners. Te Tumu Paeroa is the organisation that supports the Māori Trustee to carry out her functions, roles and responsibilities. Additional information can be found on Te Tumu Paeroa's website, www.tetumupaeroa.co.nz.

The views expressed in this submission represent the Māori Trustee's position on the application as the Responsible Trustee for Waituhi Kuratau 1B1 Ahuwhenua Trust. This being said, her views may not necessarily be shared by all 384 owners of Waituhi Kuratau 1B1.

Waituhi Kuratau 1B1 is a 196.62ha property situated on both sides of State Highway 41, approximately 22 kilometres north-west of Tūrangi, and 10km upstream from the Kuratau HEPS.

Position

The Māori Trustee **opposes** KCEL's referral application to consent the Kuratau HEPS under the FTAA.

Key issues

1. The Māori Trustee is highly concerned that the consultation process to date has lacked sufficient transparency and integrity. Namely:
 - a. There has been no prior direct engagement from KCEL with the Waituhi Kuratau 1B1 Ahuwhenua Trust regarding any application for consent, even though Waituhi Kuratau 1B1 is a neighbour closely located to the Kuratau HEPS within the Kuratau catchment.

tetumupaeroa.co.nz

contact@tetumupaeroa.co.nz
0800 WHENUA (0800 943 682)



-
- b. The Māori Trustee was initially sent an invitation intended for another party. A considerable amount of time was spent resolving correct identification with the Ministry for the Environment (MfE), and notices needed to be reissued to affected parties.
 - c. In addition to the above, the Māori Trustee was asked by MfE to supply contact details for other affected parties, despite those parties having been specifically identified as relevant Māori groups in the KCEL referral application.
 - d. Furthermore, when the Māori Trustee did contact these named parties, it appears they were unaware of the referral application altogether.
2. The Māori Trustee does not consider the application contains sufficient information on the anticipated and known adverse effects of the project on the environment. This is inconsistent with section 13 of the FTAA. She notes this concern is shared by other affected parties.
 3. The Māori Trustee does not consider the application includes sufficient detail of the impacts that the project will have on cultural and customary rights and interests in the catchment area. The Māori Trustee is concerned by the potential adverse effects to freshwater, biodiversity and taonga species.

For the reasons above, the Māori Trustee does not consider that the additional decreased consultation of the fast-track process is appropriate for the Kuratau HEPS consenting application. Rather, she considers that the standard process under the Resource Management Act 1991 is better suited to ensure that all effects are appropriately considered and that robust engagement with relevant parties occurs.

As a result, she opposes the referral application.

Ngā manaakitanga,

Sonya Rimene
Trust & Property Director



Written comments on:
Fast-track referral application for
Kuratau Hydro-Electric Power Scheme
by King Country Energy

August 2025

INTRODUCTION

- 1 These written comments are made by the Tūwharetoa Māori Trust Board (**Trust Board**) on the fast-track referral application (**Application**) for the Kuratau Hydro-Electric Power Scheme (**Kuratau HEPS**) by applicant King Country Energy Ltd (**KCE**), in response to the Minister's invitation for comment under s 17 of the Fast-track Approvals Act 2024 (**FTAA**).
- 2 The Trust Board is a long-standing representative entity for Ngāti Tūwharetoa. We have an interest in all fast-track applications that impact Ngāti Tūwharetoa rangatiratanga, customary rights and interests in natural resources, whenua and treasured taonga, and our existing resource management arrangements, including arising from our Treaty of Waitangi settlement legislation and unique ownership arrangements in respect of Taupō Waters (explained below), which includes the Kuratau River.
- 3 The Trust Board considers the application is ineligible pursuant to section 5(1)(a) of the FTAA.
- 4 Without derogating from our position as to ineligibility, in the alternative, the Trust Board is firmly opposed to the application for referral under the FTAA. Use of the FTAA process for this Application is not necessary and would impede the use of the process by projects genuinely requiring more cost-effective and timely processing.

TŪWHARETOA WHAKAPAPA, TIKANGA AND WAI MĀORI

- | | |
|-------------------------|----------------------------------|
| Ko Tongariro te Maunga | Tongariro is the Sacred Mountain |
| Ko Taupō te Moana | Taupō is the Lake |
| Ko Tūwharetoa te Iwi | Tūwharetoa is the Tribe |
| Ko te Heuheu te Tangata | Te Heuheu is the Man |
-
- 5 Ngāti Tūwharetoa hold mana whenua, kaitiakitanga and rangatiratanga over the Central North Island including the Lake Taupō Catchment and part of the Upper Waikato, Whanganui, Rangitikei and Rangitaiki Catchments.
 - 6 Ngāti Tūwharetoa are the descendants of Ngatoroirangi, Tia and other Tupuna who have occupied the Taupō Region continuously since the arrival of the Te Arawa waka. Ngāti Tūwharetoa are linked by whakapapa to our lands and our taonga. This connection establishes our mana whenua, kaitiakitanga and rangatiratanga, including our right to establish and maintain a meaningful and sustainable relationship between whānau, hapū, marae and our taonga tuku iho.
 - 7 As kaitiaki, Ngāti Tūwharetoa have an intrinsic duty to ensure the mauri and the physical and spiritual health of the environment (inclusive of our whenua and water resources) in our rohe is maintained, protected and enhanced.
 - 8 For Ngāti Tūwharetoa, water comes from the sacred pool of our ancestor, Io. Tāne entrusted the guardianship of all the waterways to Tangaroa while Tāwhirimātea was assigned the guardianship over the atmospheric forms of water and the weather. These two guardians hold the mauri, the essential life forces, of these forms of water.
 - 9 For Ngāti Tūwharetoa, our rohe of the Central North Island forms part of our ancestor Papatūānuku. The universe and atmosphere above and around us is Ranginui. The geographical pinnacle of Papatūānuku, within our rohe, is our maunga (mountains) including our esteemed ancestor, Tongariro. To the north of Tongariro lies our inland seas, Taupō-nui-a-Tia and Rotoaira. Our mauri flows from our maunga through our ancestral awa (surface and underground streams and rivers) to our moana and to the hinterlands via the Waikato, Whanganui and Rangitikei. They link us directly with our neighbouring iwi.

- 10 Ngāti Tūwharetoa assert our intergenerational custodial and customary right of tino rangatiratanga over the taonga in our rohe. Our tribal taonga include ownership of the bed, water column and air space of Lake Taupō, its tributaries, and the Waikato River from the outlet of Lake Taupō to Te Toka a Tia.

TŪWHARETOA MĀORI TRUST BOARD

- 11 The Trust Board was constituted by section 16 of the Māori Land Amendment and Māori Land Claims Adjustment Act 1926 for the benefit of the members of Ngāti Tūwharetoa and their descendants, and continues in existence by section 10 of the Māori Trust Boards Act 1955.
- 12 By deeds with the Crown dated 28 August 1992 and 10 September 2007 the Trust Board is the legal owner of the bed, water column and air space of Lake Taupō, the Waihora, Waihāhā, Whanganui, Whareroa, **Kuratau**, Poutu, Waimarino, Tauranga-Taupō, Tongariro, Waipēhi, Waitotaka, Hinemaiaia and Waitahanui Rivers, and the Waikato River to Te Toka a Tia, inclusive of the Huka Falls. This area is known by the define legal term '**Taupō Waters**'.
- 13 The Board holds legal title as trustee and acts as kaitiaki (guardian) for Ngāti Tūwharetoa over 'Taupō Waters', which includes the bed, airspace and water column of the Kuratau River before and after the Kuratau Power Scheme. The bed of the Kuratau River, as with the beds of all of water bodies, rivers and streams comprising Taupō Waters, are vested in the Trust Board as Māori freehold land under Te Ture Whenua Māori Act 1993.
- 14 Our fiduciary responsibilities in respect of Taupō Waters to present and future generations, underpin all our activities and aspirations.

TRUST BOARD POSITION

Kuratau HEPS ineligible under the Fast-track Approvals Act 2024

- 15 In Section 2.3.1 the Application states the project does not involve any ineligible activities as defined in Section 5 of the Act.
- 16 The Trust Board disagrees, and considers that the Application is ineligible pursuant to section 5(1)(a) of the FTAA.
- 17 The Application states that the HEPS generates electricity by "discharge of water from the Kuratau spillway to the Kuratau River" and "the discharge of water from the Kuratau power station turbines to the Kuratau River by means of a tailrace".¹ It confirms that:²

the application involves the following activities which require resource consent as a controlled activity pursuant to the Waikato Regional Plan:

- The damming of water;
- The diversion, taking, and discharging of water related to the passage of water through, past, or over the dam; and
- The use or alteration of any associated structure.

- 18 Section 5(1)(a) of the FTAA states that "ineligible activity means ... an activity that would occur on identified Māori land; and has not been agreed to in writing by the owners of the land."
- 19 The section 4 definition of "identified Māori land" includes "Māori freehold land".

¹ Referral Application form, page 4.

² Referral Application form, page 4.

- 20 Attachment Two, to the application highlights the ‘TMTB Riverbed’ in purple.³ The Application makes no comment as to the Trust Board’s legal interests, and implications for section 5 of the FTAA.
- 21 While the TMTB Riverbed delineated in purple is not representative of the full extent of the Trust Board’s legal title to the Kuratau River, this map shows our legal title in the area in which we understand the discharge to the Kuratau River takes place.
- 22 On this basis the discharge constitutes an “activity that would occur on identified Māori land” for which the Trust Board’s agreement is statutorily required and has not been obtained.

Position on Referral Application

- 23 Without derogating from our position as to ineligibility, in the alternative, the Trust Board is firmly opposed to the application for referral under the FTAA.
- 24 The Minister has a wide ambit to decline a fast-track approval application including, without limitation, that “it would be more appropriate to deal with the matters that would be authorised by the proposed approvals under another Act or Acts.” (s 21(5)(b), FTAA)
- 25 The Application is to seek to renew existing controlled activity resource consents under the Waikato Regional Plan. The operating regime for the Kuratau HEPS will remain the same as currently authorised.⁴
- 26 On this basis, the process under the FTAA is not required to support the continued functioning of the Kuratau HEPS, and it is appropriate to deal with the Application under the Resource Management Act 1991 (RMA). This is not a situation where multiple approvals under a one-stop shop are required.
- 27 Controlled activity status means the Applications will be granted, subject to appropriate conditions. Applications have already been lodged with the Waikato Regional Council. This means KCE is entitled to rely on section 124 of the RMA to continue to operate under its existing consents until a new consent is granted.
- 28 Use of the FTAA process for this Application is simply not necessary, and would impede the use of the process by projects genuinely requiring more cost-effective and timely processing.

FURTHER STATEMENT OF MATTERS OF CONCERN IN REFERRAL APPLICATION

- 29 In **Section 2.6.2.1** KCE states that minimum flows and mitigation are “only set to appease interested parties and often net no value add to the environment” ... Interested parties often seek to limit the duration to a short time period such as 10 years ... which means that consent will need to be applied for again in less than 10 years’ time.”
- 30 The Trust Board considers KCE’s statement contrary to longstanding case law in respect of conditions of consent and hyperbolic with respect to consent duration. In relation to conditions, it is well-established that conditions imposed on resource consents must be reasonable; for a resource management purpose and not for an ulterior purpose; and must fairly and reasonably relate to the proposed activity. The existing consents have a duration of 24 years. As to any term of consent for a renewal application, the decision of the High Court in *Genesis Power Limited v Manawatu-Wanganui Regional Council*⁵ (which was upheld by the Court of Appeal⁶), which

³ This is required as under section 13(4)(o) of the FTAA.

⁴ Referral application form, pages 4 and 29.

⁵ [2006] NZRMA 536.

⁶ [2009] NZCA 222.

overturned the Environment Court's order to impose a 10-year term on consents to renew the Tongariro Power Development Scheme operated by Genesis will be a relevant factor to any decision on duration. The reality is, after 24 years, while the Kuratau HEPS operating system may not have changed, the environment in which it operates has. There is therefore a need to consider opportunities to avoid, remedy or mitigate environmental effects through appropriate conditions. That is a reasonable expectation of any application for consent.

- 31 KCE's statement also undermines its own commitment to hapū and adjoining landowners (including the Trust Board) to undertake meaningful engagement on matters relating to environmental, including cultural, effects.
- 32 In **Section 2.6.2.12** KCE states that they recognise the relationship that mana whenua have with the environment in which the scheme is located and acknowledges the role of mana whenua as kaitiaki.
- 33 In **Section 3.4.1** KCE also states that the continued operation, use and maintenance of the scheme has potential adverse effects on:
 - a. Wāhi tapu or other taonga that may be in the areas surrounding the scheme;
 - b. The relationship of tangata whenua and their cultural and traditions with the site and any wāhi tapu or other taonga in the areas surrounding the Scheme and that are affected by the activity; and
 - c. The ability of tangata whenua to exercise their kaitiaki role in respect of any wāhi tapu or other taonga that may be in the areas surrounding the Scheme and that are affected by the activity.
- 34 In this regard, the Application does not contain sufficient information on the anticipated and known adverse effects of the project on the environment, and KCE's "commitment" to ongoing engagement with mana whenua to ensure that their enduring relationship with the Kuratau River Catchment is appropriately recognised and provided for, is not reflected in the experience of hapū and adjoining landowners.
- 35 The re-consenting application for the Kuratau HEPS was lodged with the Waikato Regional Council without any engagement with mana whenua on the effects of the application. The engagement since has failed to address the adverse effects raised by hapū and adjoining landowners.
- 36 In this context, the Trust Board notes that the expedited nature of the fast-track process presents significant challenges to providing meaningful input that would enable decision-makers to fully understand the actual and potential effects. Input from hapū and adjoining landowners constitutes critical information and must not be marginalised or compromised in the decision-making process.

CONCLUSION

- 37 For the reasons outlined above, the renewal of controlled activity resource consents under a singular statute (the RMA) for the Kuratau HEPS is not necessary for the FTAA process, and the referral application should be declined.

CONTACT

- 38 Please direct all communications to the Trust Board in relation to these comments to Peter Shepherd, Natural Resources Manager at peter@tuwharetoa.co.nz.

Attachment 10: Comments received from the Minister for Māori Development and/or Minister for Māori Crown Relations

Hon Tama Potaka Feedback - Saved

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Title

* Hon Tama Potaka Feedback

Regarding

[FTAA-2505-1070 Kuratau Hydro-Electric Power Scheme](#)

Comments

1. I recommend that the Ministry for the Environment and the Minister for Infrastructure determine the applicant's eligibility status, specifically in relation to Taupō Waters and the legal title, before any further progression of the application.
2. I also recommend:
a. consideration be given to whether this application should be progressed through the RMA;
b. if the application is referred to the Expert Panel, the applicant addresses the concerns of both the Tūwharetoa Māori Trust Board and Te Tumu Paeroa.

Feedback Contacts

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[Bria Kerei-Keepa](#)

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