

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

### Project Name: FTAA-2508-1092 Te Kowhai East

| To:                                           | Date:           |
|-----------------------------------------------|-----------------|
| Hon Chris Bishop, Minister for Infrastructure | 3 November 2025 |

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| Number of attachments: 9 | <b>Attachments:</b> <ol style="list-style-type: none"> <li>Provisions of section 18 of the Fast-track Approvals Act 2024</li> <li>Project location map</li> <li>List of relevant Māori groups</li> <li>Te Ture Whaimana o Te Awa Waikato</li> <li>Waikato-Tainui environmental plan</li> <li>Waikato Regional Council Joint Management Agreement</li> <li>Waikato District Council Joint Management Agreement (including Schedule B)</li> <li>Excerpt from Ngāti Hauā conservation relationship agreement</li> <li>Comments received from invited Māori groups</li> </ol> |
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### Ministry for the Environment contacts:

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| General Manager                | Ilana Miller    | s 9(2)(a)  |                         |

### 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 FTAA-2508-1092 Te Kowhai East referral application.
- The applicant, Te Kowhai East Limited Partnership, proposes to develop an approximately 186-hectare industrial precinct adjacent to the Te Kowhai Interchange of the Waikato Expressway on the northern side of Hamilton. The proposed development will create 181 industrial lots of varying sizes with associated transport and three waters infrastructure. The applicant seeks approvals under the Resource Management Act 1991(RMA) and the Wildlife Act 1953.
- As required by section 18(2) of the Act, we have identified Te Whakakitenga o Waikato, Ngāti Hauā Iwi Trust, Waikato Raupatu River Trust, the Waikato River Authority (a statutory body established by a settlement), Ngaati Mahanga, Ngaati Hourua, Ngāti Reko, Ngāti Wairere, Ngāti Tamainupō, and Te Haa o te Whenua o Kirikiriroa as relevant Māori groups in relation to the project area.

4. We have identified the following Treaty settlements that are relevant to the project area: Waikato Raupatu Claims Settlement Act 1995, Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, and the Ngāti Hauā Claims Settlement Act 2014.
5. We consider that a number of provisions of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 apply to the project area. In accordance with section 7 and section 16 of the Act, we recommend that in considering this application, you have particular regard to Te Ture Whaimana (Vision and Strategy) and have regard to the Waikato-Tainui Environmental Plan.
6. Pursuant to section 16 of the Act, we consider you have complied with some of the relevant procedural requirements in the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, as they relate to providing notice to the Waikato River Authority and providing information about the application to the Waikato Raupatu River Trust (under the joint management agreement provisions). However, there is also a need to ensure that these, and other, procedural requirements are complied with throughout the process. Accordingly, 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 at paragraph 73 of this report (under section 16(2)(c) of the Act).
7. Te Whakakitenga o Waikato support the referral application at this time but note that ongoing engagement with mana whenua will need to be appropriately supported, including by providing resourcing for facilitating hui, co-designing a lasting relationship agreement with the applicant, participating in technical workshops and reviewing documentation. Te Whakakitenga o Waikato also recommends that respective mana whenua should have the opportunity to prepare and submit a cultural values assessment and reserves the right to provide separate commentary or responses where it is in the interests of the wider iwi.
8. The Minister for Māori Development/Minister for Māori Crown Relations: Te Arawhiti did not provide comments on the draft of this report.
9. 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.

## Signature

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Ilana Miller  
**General Manager – Delivery & Operations**

## Introduction

10. 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).
11. 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.
12. This report is structured accordingly. We have provided a list of the relevant provisions of section 18 at **Attachment 1**.

## Proposed project

13. The applicant, Te Kowhai East Limited Partnership, proposes to develop an approximately 186-hectare industrial precinct adjacent to the Te Kowhai Interchange of the Waikato Expressway on the northern side of Hamilton. The proposed development will create 181 industrial lots of varying sizes with associated transport and three waters infrastructure. The applicant seeks approvals under the RMA (subdivision or reclamation consent, discharge permit, land use consent, water permit) and Wildlife Act 1953 (wildlife approval). The project area is currently a dairy farm, and relevant land titles are held by the applicant and other private landowners.
14. We have provided a location map at **Attachment 2**.

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

15. 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

16. We consider the following groups to be the relevant iwi authorities for the project area:
  - a. Te Whakakitenga o Waikato, representing Waikato-Tainui; and
  - b. Ngāti Hauā Iwi Trust, representing Ngāti Hauā.

### Treaty settlement entities

17. 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 Māori Fisheries Act 2004):

(e) an iwi aquaculture organisation (as defined in section 4 of the Māori Commercial Aquaculture Claims Settlement Act 2004).

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

- a. Te Whakakitenga o Waikato, representing Waikato-Tainui, as PSGE for the Waikato Raupatu Claims Settlement Act 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010;
- b. Waikato Raupatu River Trust, as recognised in the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, and party to co-management arrangements in that settlement;
- c. Waikato River Authority, a statutory body established under the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and
- d. Ngāti Hauā Iwi Trust, representing Ngāti Hauā, as PSGE for the Ngāti Hauā Claims Settlement Act 2014.

19. Te Whakakitenga o Waikato is the sole trustee of the Waikato Raupatu River Trust.

### **Groups mandated to negotiate Treaty settlements**

20. The following groups have recognised mandates to negotiate a Treaty settlement over an area which may include the project area:

- a. Te Whakakitenga o Waikato, in relation to remaining Waikato-Tainui claims.

21. Te Whakakitenga o Waikato are in the early stages of negotiating the settlement of their remaining claims with the Crown.

### **Takutai Moana groups and ngā hapū o Ngāti Porou**

22. 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.

23. 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 regulation or bylaws**

24. The project area does not include a taiāpure-local fisheries area or a mātaihai reserve.

25. However, the project area incorporates modified streams which flow into the Mangaheko and Te Kowhai Streams, and then into the lower Waipa River, which are part of the Waikato River catchment. The fisheries in all water bodies in the Waikato River and lower Waipa River catchments are subject to the Waikato-Tainui (Waikato River Fisheries) Regulations 2011, made under the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and Fisheries Act 1996. These regulations provide for Waikato-Tainui (as represented by the Waikato Raupatu River Trust) to manage customary fishing in the Waikato-Tainui fisheries area through the issuing of customary fishing authorisations and

by recommending to the Minister of Fisheries the making of bylaws restricting or prohibiting fishing.

### **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.

### **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 (JMA), 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 approvals sought include resource consents, and the project area is within the boundaries of two JMAs, with the Waikato Regional Council and the Waikato District Council respectively, over matters relating to the Waikato River and activities within its catchment that may affect the Waikato River, as provided for by the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010. These JMAs are relevant because:
- a. the project area incorporates drains and modified streams which flow into the Mangaheka Stream, which is part of the Waikato River catchment; and
  - b. the approvals being sought include resource consents for the proposed discharge of stormwater.
30. The relevant party that represents iwi/hapū for the JMAs over the lower Waikato River is the Waikato Raupatu River Trust (one of the Treaty settlement entities referred to above).
31. We discuss the implications of the JMAs further below.

### **Any other Māori groups with relevant interests**

32. We have identified the following groups as other groups with relevant interests in the project area:
- a. Ngaati Maahanga/Ngaa Uri o Maahanga (hapū of Waikato-Tainui);
  - b. Ngaati Hourua (hapū of Waikato-Tainui);
  - c. Ngāti Reko (hapū of Waikato-Tainui);
  - d. Ngāti Wairere (hapū of Waikato-Tainui);
  - e. Ngāti Tamainupō (hapū of Waikato-Tainui); and

- f. Te Haa o te Whenua o Kirikiriroa (collective representing Ngaati Maahanga, Ngāti Tamainupō, Ngāti Korokī Kahukura, and Ngāti Hauā).
33. For your information, the applicant advises they have consulted with a tangata whenua working group, including members from Ngāti Tamainupō, Ngāti Reko – Waikeri Marae, Ngaa Uri o Mahaanga, and Waikato-Tainui.

## **Relevant principles and provisions in Treaty settlements and other arrangements**

### **Treaty settlements**

34. 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.
35. The following Treaty settlements relate to land, species of plants or animals, or other resources within the project area:
- a. Waikato Raupatu Claims Settlement Act 1995;
  - b. Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010; and
  - c. Ngāti Hauā Claims Settlement Act 2014.

### **Relevant principles and provisions**

36. 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*

37. 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.
38. As part of the apology included in the Waikato Raupatu Claims Settlement Act 1995, the Crown sought to atone for the acknowledged injustices and begin the process of healing and to enter a new age of co-operation with the Kiingitanga and Waikato.
39. In the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 and Ngāti Hauā Claims Settlement Act 2014, the Crown acknowledged that its actions denied the hapū of Waikato-Tainui, including Ngāti Hauā, their rights and interests and mana whakahaere over the Waikato River. The Crown also acknowledged the deterioration of the health of the river as a source of distress for the people of Waikato-Tainui, and in its apology undertook to embark on a new relationship founded on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.
40. The redress mechanisms provided for in Treaty settlements should be viewed in the context of these intentions.

#### *Waikato River arrangements*

41. The project area is located within the Waikato River catchment. Amongst other approvals, the application seeks resource consents for the proposed discharge of stormwater. According to the application documents, the Mangaheka Stream divides the project area

into two halves, and carries stormwater runoff from the site and the surrounding upper area to the northwest, eventually flowing into the Waipa River to the west. A small part of the southern end of the project area includes Te Kowhai Stream, which is also part of the Waikato River catchment.

42. The application documents note that stormwater runoff from the project area will be directed to wetlands before discharging to the Mangaheka Stream. The proposed wetlands will be supplemented by upstream stormwater control devices such as raingardens, swales and filters to manage stormwater quality. The applicant states that stormwater will be managed in a manner consistent with the 2019 Mangaheka Integrated Catchment Management Plan, which embodies the Vision and Strategy for the Waikato River and catchment (see below) in its approach. We note that the application document also references proposed earthworks to modify and realign the existing stream.
43. The Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010<sup>1</sup> provides for a suite of interconnected arrangements for co-governance and co-management of the Waikato River, and activities within its catchment affecting the Waikato River. In the following subsections, we have set out those provisions of the Waikato River arrangements which most closely relate to your consideration of this application under the Act. In light of the complexity of these arrangements, we have also provided a summary of our advice at paragraphs 71-73.

*Vision and Strategy – Te Ture Whaimana o Te Awa o Waikato*

44. The Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 provided for and recognised Te Ture Whaimana o Te Awa o Waikato (Te Ture Whaimana) as applying to the Waikato River and activities within its catchment affecting the Waikato River. The guiding principles of interpretation at section 5 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 provide that it is the intention that Te Ture Whaimana is the primary direction-setting document for the Waikato and Waipā Rivers and activities within their catchments affecting the rivers. This is also reiterated in section 8 of the Fast-track Approvals Act 2024, including affirming the status of Te Ture Whaimana as:
- a. prevailing over any inconsistent provisions in a national policy statement, coastal policy statement, or national planning standard; and
  - b. deemed to be part of the Waikato regional policy statement, and any regional or district plan that affects the river or activities within the catchment must give effect to Te Ture Whaimana.
45. The vision contained in Te Ture Whaimana is “for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come”. Te Ture Whaimana responds to four fundamental issues, and includes more specific objectives to realise the vision, and strategies to achieve the objectives. We have included the latest version of Te Ture Whaimana as **Attachment 4**.
46. There are a number of provisions in the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 that relate to Te Ture Whaimana and its application in various RMA planning and consenting processes. Specifically, and of direct relevance to the application, section 17 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 requires a person carrying out functions or exercising powers under certain statutes

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<sup>1</sup> The Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 and the Ngā Wai o Maniapoto (Waipa River) Act 2012 apply the same or similar redress to other parts of the Waikato River, outside the project area.

(including the Fast-track Approvals Act 2024) that relate to the Waikato River or activities in its catchment, to have particular regard to Te Ture Whaimana.

47. Section 16 of the Act also requires that, if a Treaty settlement provides for the consideration of any document, then you are required to give the same or equivalent effect to that document in your decision-making.<sup>2</sup> On that basis, we consider you will need to have particular regard to Te Ture Whaimana.
48. Section 82 of the Act also imposes the same requirement on a panel considering a substantive application. Should you decide to accept this referral application, the panel will also need to have particular regard to Te Ture Whaimana through its decision-making.

#### *Waikato River Authority*

49. The Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010 Act provides for the establishment of the Waikato River Authority as a statutory body. The purpose of the Waikato River Authority is to (among other things) set the primary direction through Te Ture Whaimana to achieve the restoration and protection of the health and wellbeing of the Waikato River for future generations, and to promote an integrated, holistic and co-ordinated approach to the implementation of Te Ture Whaimana and the management of the Waikato River.<sup>3</sup> The Waikato River Authority consists of ten members, five members appointed from different River Iwi and five Crown appointees. The Authority does not speak on behalf of, or in place of, iwi or hapū.
50. Of potential relevance to the consideration of this application, sections 26-27 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010 Act require the Waikato Regional Council to give notice to the Waikato River Authority of certain applications for resource consent, including applications involving a point source discharge to the Waikato River.
51. We have identified the Waikato River Authority as a Treaty settlement entity for the purposes of the Act, and you have invited them to comment on this application under section 17 of the Act. Our advice is that this is comparable to the notice provision outlined above. We therefore consider that, in this respect, the requirement under section 16 of the Act for you to comply with any applicable procedural requirements in a Treaty settlement has been met.
52. Should you decide to accept this referral application, for consistency with sections 26-27 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, we suggest that you direct the panel to ask the Environmental Protection Authority (EPA) to invite comments from the Waikato River Authority, as a relevant Treaty settlement entity, on the substantive application under section 53 of the Act.
53. A further implication for consideration of any substantive application for this project relates to the appointment of hearing panels. Under section 28 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, if the Regional Council holds a hearing on the application under the RMA, the committee to hear and make a decision on the application must consist of equal numbers (excluding the chair) of members appointed by the Council and accredited commissioners appointed by the Waikato River Authority from a register it maintains. The register comprises commissioners appointed by Waikato-Tainui

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<sup>2</sup> This includes any statutory planning document amended as a consequence. Section 8(2)(b) of the Act states that Te Ture Whaimana in its entirety is deemed to be part of the Waikato regional policy statement.

<sup>3</sup> Section 22(2) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010 Act refers.

or iwi who appoint members of the Waikato River Authority (section 25). The chair must be appointed by both the Authority and the Council.

54. Schedule 3 clause 5 of the Act requires the panel convener to comply with procedural matters in any Treaty settlement Act relating to the appointment of a decision-making body for hearings, or other procedural requirements, as if they were a relevant decision-maker, such as a local authority. In this case, our view is that the panel convener will be required to consider how they will comply with the above requirement as to the proportion of hearing commissioners appointed by the Waikato River Authority from the register of accredited commissioners. The Act also provides for the panel convener to obtain the agreement of the relevant party under the Treaty settlement legislation (i.e. the Waikato River Authority) if they wish to adopt a modified arrangement.

*Waikato-Tainui environmental plan – Tai Tumu, Tai Pari, Tai Ao*

55. Sections 39-40 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 provide for the Waikato Raupatu River Trust to prepare a Waikato-Tainui environmental plan, which may then be served on relevant local authorities, amongst others. In considering an application for a resource consent under the RMA, a consent authority must have regard to the Waikato-Tainui environmental plan, if it considers the plan to be a matter that is relevant and reasonably necessary to determine the application.
56. The latest version of the Waikato-Tainui Environmental Plan – Tai Tumu, Tai Pari, Tai Ao – outlines detailed policies on matters such as stormwater discharges. We have included a copy of the plan as **Attachment 5**. Section 16(2)(a) of the Act requires you to give the same or equivalent effect to this document in your decision-making, although it will be more relevant for the panel given their more direct role in determining whether or not to grant approval.
57. If a substantive application is lodged for this project, then under section 82 of the Act the panel will be required to comply with the same obligation as applies to a consent authority in terms of having regard to the environmental plan.
58. In particular, we note that:
- a. objective 26.3.1 of the Waikato-Tainui Environmental Plan is that “Infrastructure development, upgrade, and maintenance within the Waikato-Tainui rohe occurs in partnership with Waikato-Tainui”.
  - b. the associated Policy 26.3.1.1 is “To ensure that infrastructure development, upgrade and maintenance within the Waikato-Tainui rohe occurs in partnership with Waikato-Tainui”; and
  - c. an associated method in the plan states that resource consent processes should be developed by the applicant, regulator and/or local authority in partnership with Waikato-Tainui and taking into account kaitiakitanga and maatauranga Maaori.
59. This focus of the Waikato-Tainui Environmental Plan on partnership means that the panel will need to consider how they will provide for Waikato-Tainui participation in the substantive application process.

*Joint management agreements*

60. As identified at paragraph 29, the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 provides for a JMA between the Waikato Raupatu River Trust and each of the Waikato Regional Council and Waikato District Council (as well as other relevant local authorities) to work together when carrying out certain duties and functions, and exercising certain powers, in the RMA relating to the Waikato River and activities within

its catchment. These duties, functions and powers relate to monitoring and enforcement, preparation of planning documents, and applications for resource consents.<sup>4</sup>

61. In relation to this project, the JMA provisions of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 require the local authority to provide the Trust with information on certain applications for resource consents (including discharging contaminants or water into the Waikato River) as soon as practicable after the application is received.<sup>5</sup> These information-sharing provisions are similar to those which apply to statutory acknowledgements.
62. There are a range of other provisions in the JMAs themselves that relate to the resource consent process. Our advice is that these provisions are most relevant to the panel when considering the substantive application, and that the panel will need to consider how to comply with these procedural requirements in accordance with schedule 3 clause 5 of the Act. We provide more detail on the relevant JMA provisions below.

#### *Waikato Regional Council JMA*

63. Some of the approvals being sought by the applicant, such as the discharge of water, appear to fall within the scope of the Waikato Regional Council JMA, as set out at section 47(1)(a) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010. We have provided the Waikato Regional Council JMA as **Attachment 6**.
64. Schedule Three to the JMA includes a protocol to be applied to resource consents for those activities within the scope of the JMA, such as:
- a. preferred timing for the Council to provide Waikato-Tainui with a summary of relevant resource consents received, and associated information requirements;
  - b. Waikato-Tainui are able to request further information about the application and may then provide comments on their overall position with regards to the application, and their views on whether the application should be notified;
  - c. the Council may have regard to this advice when deciding whether to notify the application;
  - d. if there are outstanding matters, Waikato-Tainui and the Council will identify a timeframe to address them;
  - e. if a pre-application meeting is held with the applicant, Waikato-Tainui will be invited to attend;
  - f. where an application indicates a potential adverse effect on the health and wellbeing of the Waikato River in terms of the matters addressed in Te Ture Whaimana (the Vision and Strategy) but that matter is not assessed in the Assessment of Environmental Effects, the Council may take that matter into account when determining the completeness of the application under section 88 of the RMA;
  - g. the Council may have particular regard to any advice from Waikato-Tainui regarding the adequacy of the information within the application when considering the need for further information requests under section 92 of the RMA;
  - h. there is a detailed process for Council to discuss the application with Waikato-Tainui before making notification decisions (see clause 6.2 of Schedule Three); and

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<sup>4</sup> Sections 41-43 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010 Act refer.

<sup>5</sup> Section 47 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010 Act refers.

- i. the JMA sets out a process to ensure that the Council recognises and provides for the importance of authorised customary activities and the use of whitebait stands and eel weirs when considering resource consent applications. In particular, the Council will seek to avoid conflicts between resource consents and notified authorised customary activities.

#### *Waikato District Council JMA*

65. Similarly, the Waikato District Council JMA, and particularly Schedule B, also contains provisions in relation to the process for resource consent applications (both the JMA and Schedule B are included as **Attachment 7**).
66. The requirements for the Waikato District Council under the JMA include an obligation to operate consistently with the JMA and guiding principles, and to ensure that Waikato-Tainui are aware of certain applications and can comment on them. There is also a commitment to develop criteria for the processing of resource consent applications.
67. Under Schedule B of the JMA, the scope for the provision of information about, and the engagement process for, resource consent matters include all “resource consent matters on which the Trust may have an interest”. Therefore, it is likely that the Waikato District Council would be required to consult the Trust on some of the other consents being sought by the applicant, such as those for land use and earthworks, even where these may not directly relate to the Waikato River itself.<sup>6</sup>

#### *JMA requirements must be complied with*

68. Under section 16 of the Act, you must comply with any applicable procedural requirements in JMAs, including the information-sharing provisions in JMAs provided for by section 47 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.
69. The nature of the fast-track process means that Waikato-Tainui has already been, and will continue to be, involved in the process (through consultation by the applicant, and being invited to comment by you and a panel). This fulfils, in part, the provisions in the JMAs regarding notification. However, there are certain aspects of the notification process that are not replicated in the fast-track process. For example, there is no right to appear and be heard at a hearing as is the case for notified consents under the standard RMA consent process.
70. The proposed stormwater discharge which forms part of the application appears to be within the scope of the consents to which the Waikato Regional Council JMA applies and, as noted above, the Waikato District Council JMA may apply to the other approvals being sought. You have already invited the Waikato Raupatu River Trust 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. As noted above, there are other procedural requirements that must be given careful attention in each stage of the process.

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<sup>6</sup> This aspect of the JMA is the result of the parties agreeing to extend the process for information sharing on resource consent matters beyond the scope of s47(1)(b) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (“applications to a territorial authority for resource consent for the use of or activities on the surface of the water in the Waikato River”), to include other resource consent matters in which the Trust may have an interest. This is provided for at section 52 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, which permits the parties to extend the scope of the JMA by agreement.

### *Summary of advice*

71. In accordance with section 7 and section 16 of the Act, we recommend that in considering this application, you have:
- particular regard to Te Ture Whaimana; and
  - regard to the Waikato-Tainui Environmental Plan;
- as relevant documents which you must give the same or equivalent effect as under the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010. We note that, at face value, a decision to accept this application for referral would not necessarily be inconsistent with these documents, but that this will need to be considered in more depth by a panel, as the potential decision-maker for the approvals being sought.
72. Pursuant to section 16 of the Act, we consider you have complied with some of the relevant procedural requirements in the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, as they relate to providing notice to the Waikato River Authority, and information about the application to the Waikato Raupatu River Trust (under the JMA provisions). However, there is also a need to ensure that these, and other, procedural requirements are complied with throughout the process (for example, the ability for Waikato-Tainui to comment on the adequacy of information under the JMA, and the provisions relating to the appointment of hearing commissioners).
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:
- have particular regard to Te Ture Whaimana;
  - give notice to the Waikato River Authority of the application (which may be fulfilled by an invitation to comment under section 53 of the Act);
  - consider the provisions for appointing hearing commissioners from the register maintained by the Waikato River Authority as they may be applied to the fast-track process;
  - have regard to the Waikato-Tainui Environmental Plan, including how to provide for continued partnership with Waikato-Tainui (as a consistent theme running through the plan); and
  - consider the detailed information-sharing provisions of the JMAs, as they may be applied to the fast-track process.

### *Ngāti Hauā conservation relationship agreement*

74. The Ngāti Hauā deed of settlement provides for a relationship agreement with the Department of Conservation (DOC) which incorporates the project area. This relationship agreement enables Ngāti Hauā to identify categories of statutory authorisations that may have a significant impact on their spiritual, cultural or historic values. Under the terms of the relationship agreement, statutory authorisations may include approvals under the Wildlife Act 1953, such as that sought by the applicant.
75. For those significant categories of statutory authorisations to be identified by Ngāti Hauā, the relationship agreement provides that DOC and Ngāti Hauā will adopt a specified consultation process, which can be summarised as:
- DOC notifying Ngāti Hauā of the application and timeframe for a response/decision;

- b. Ngāti Hauā notifying DOC of their views on the proposal within an agreed timeframe;
- c. DOC acknowledging the views of Ngāti Hauā, providing an opportunity to clarify DOC's understanding of those views, and how they will be reflected in the decision-making process;
- d. DOC considering whether it is possible to reconcile the views of Ngāti Hauā with other considerations in the decision-making process; and
- e. DOC recording in its decision the nature of the views of Ngāti Hauā.

76. We have included the relevant excerpt from the relationship agreement at **Attachment 8**.

77. DOC advise that they are still working with Ngāti Hauā to identify the categories of statutory authorisations that are of significance. In the interim, DOC consults Ngāti Hauā on all Wildlife Act 1953 applications within their area of interest.

78. You have invited Ngāti Hauā to comment on this application, and under section 53(2)(c) of the Act a panel will also be required to invite Ngāti Hauā to comment on any substantive application for this project. Although the statutory authorisations of significance to Ngāti Hauā have not been formally identified, the panel may wish to consider the procedures at Attachment 8 to inform their engagement with Ngāti Hauā during the substantive application process.

### **Customary Marine Title/Protected Customary Rights**

79. 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.

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

80. As noted above, the project area does not include a taiāpure-local fishery or mātaimai reserve but does include drains and a modified section of Mangaheka Stream, which is subject to the Waikato-Tainui (Waikato River Fisheries) Regulations 2011. These regulations provide for the Waikato Raupatu River Trust to manage customary fishing in the Waikato-Tainui fisheries area. Under the regulations, the Waikato Raupatu River Trust has recommended, and the Minister for Oceans and Fisheries has approved, the Fisheries (Declaration of Waikato-Tainui Fisheries Area Bylaws) Notice 2014, which also applies to the management of relevant fisheries in those catchments.

### **Mana Whakahono ā Rohe/Joint management agreement**

81. The project area is within the boundaries of a JMA, and the application includes a proposed approval outlined in section 42(4)(a)-(d) of the Act. We have identified the relevant principles and provisions in the JMA above, including where there are obligations to involve the iwi authority/group in decision-making.

## **Summary of comments received and advice**

### **Comments from invited Māori groups**

82. Pursuant to section 17(1)(d) of the Act, on 29 August 2025 you invited written comments from the Māori groups identified above in paragraphs 15-33, 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.

83. You received comments on the application from Te Whakakitenga o Waikato, which can be summarised as follows:

- a. they support the referral application, but this should not be interpreted as endorsement of the proposal in its entirety;
- b. should the proposal be accepted for referral, ongoing engagement with mana whenua will need to be appropriately supported, including by providing resourcing for facilitating hui, co-designing a lasting relationship agreement with the applicant, participating in technical workshops and reviewing documentation;
- c. respective mana whenua should have the opportunity to prepare and submit a cultural values assessment; and
- d. Te Whakakitenga o Waikato reserves the right to provide separate commentary or responses where it is in the interests of the wider iwi.

84. We have provided a copy of these comments at **Attachment 9**.

### **Consultation with departments and Ministers**

85. 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).

86. 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 from DOC in relation to the Ngāti Hauā conservation relationship agreement, and have incorporated their views into this report.

87. The Minister for Māori Development/Minister for Māori Crown Relations: Te Arawhiti did not provide comments on the draft of this report.

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

88. 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.

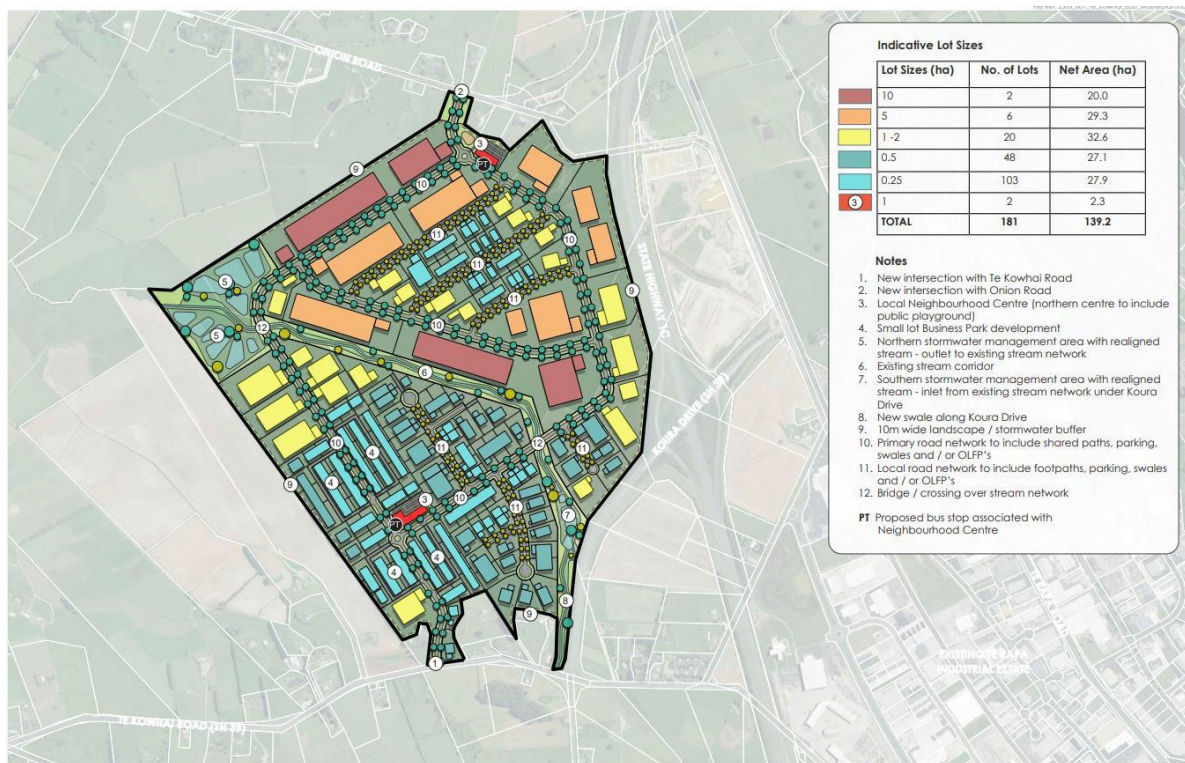
89. We do not consider there are any matters raised in this report which make it more appropriate for the proposed approvals to be authorised under another Act or Acts.

## 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.                                                                                                                                                                                               | 10-12                              |
| 18(2)(a) | Any relevant iwi authorities and relevant Treaty settlement entities                                                                                                                                                                                                                                                                                  | 15-19                              |
| 18(2)(b) | Any Treaty settlements that relate to land, species of plants or animals, or other resources within the project area                                                                                                                                                                                                                                  | 34-35                              |
| 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                                                                                                                                                     | 36-78                              |
| 18(2)(d) | Any recognised negotiation mandates for, or current negotiations for, Treaty settlements that relate to the project area.                                                                                                                                                                                                                             | 20-21                              |
| 18(2)(e) | Any court orders or agreements that recognise protected customary rights or customary marine title within the project area.                                                                                                                                                                                                                           | 22, 79                             |
| 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.                                                                                                                                                                | 22, 79                             |
| 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).                                                                                                                 | 23, 79                             |
| 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).                                                                                                                           | 24-25, 80                          |
| 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).                                                                                                                                                                                                          | 26-27                              |
| 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), <ul style="list-style-type: none"> <li>(i) iwi authorities and groups that represent hapū that are parties to any relevant Mana Whakahono ā Rohe or joint management agreements.</li> </ul> | 28-31, 81                          |

|                 |                                                                                                                                                                                                                                                             |       |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|                 | (ii) The relevant principles and provisions in those Mana Whakahono ā Rohe and joint management agreements.                                                                                                                                                 |       |
| <b>18(2)(k)</b> | Any other Māori groups with relevant interests.                                                                                                                                                                                                             | 32-33 |
| <b>18(2)(l)</b> | A summary of—<br>(i) comments received by the Minister after inviting comments from Māori groups under section 17(1)(d) and (e);<br>(ii) any further information received by the Minister from those groups                                                 | 82-84 |
| <b>18(2)(m)</b> | 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.                         | 88-89 |
| <b>18(3)</b>    | In preparing the report required by this section, the responsible agency must—<br>(a) consult relevant departments; and<br>(b) provide a draft of the report to the Minister for Māori Development and the Minister for Māori Crown Relations: Te Arawhiti. | 85-86 |
| <b>18(4)</b>    | Those Ministers must respond to the responsible agency within 10 working days after receiving the draft report                                                                                                                                              | 87    |

## Attachment 2: Project location map



### Attachment 3: List of relevant Māori groups

| Name of group                                   | Type of group (section of Act)                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Te Whakakitenga o Waikato</b>                | Iwi authority (s18(2)(a); Treaty settlement entity – Waikato Raupatu Claims Settlement Act 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (s18(2)(a)); negotiating mandate (s18(2)(d))                                                                                                                        |
| <b>Ngāti Hauā Iwi Trust</b>                     | Iwi authority (s18(2)(a); Treaty settlement entity – Ngāti Hauā Claims Settlement Act 2014 (s18(2)(a))                                                                                                                                                                                                                                        |
| <b>Waikato Raupatu River Trust</b>              | Treaty settlement entity – Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (s18(2)(a)); representing tangata whenua in relation to a customary fisheries area (s18(2)(h)); iwi authorities and groups that represent hapū that are parties to any relevant Mana Whakahono ā Rohe or joint management agreements (s18(2)(j)) |
| <b>Waikato River Authority</b>                  | Treaty settlement entity – Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (s18(2)(a))                                                                                                                                                                                                                                      |
| <b>Ngaati Maahanga/Ngaa Uri o Maahanga</b>      | Any other Māori groups with relevant interests (s18(2)(k))                                                                                                                                                                                                                                                                                    |
| <b>Ngaati Hourua</b>                            | Any other Māori groups with relevant interests (s18(2)(k))                                                                                                                                                                                                                                                                                    |
| <b>Ngāti Reko</b>                               | Any other Māori groups with relevant interests (s18(2)(k))                                                                                                                                                                                                                                                                                    |
| <b>Ngāti Wairere</b>                            | Any other Māori groups with relevant interests (s18(2)(k))                                                                                                                                                                                                                                                                                    |
| <b>Ngāti Tamainupō</b>                          | Any other Māori groups with relevant interests (s18(2)(k))                                                                                                                                                                                                                                                                                    |
| <b>Te Haa o te Whenua o Kirikiriroa (THaWK)</b> | Any other Māori groups with relevant interests (s18(2)(k))                                                                                                                                                                                                                                                                                    |

#### **Attachment 4: Te Ture Whaimana o Te Awa Waikato**

<https://www.waikatoregion.govt.nz/assets/WRC/WRC-2019/Vision-and-Strategy-for-the-Waikato-River.pdf>

## **Attachment 5: Waikato-Tainui environmental plan**

<https://waikatotainui.com/wp-content/uploads/2022/08/Waikato-Tainui-Environmental-Plan-2013.pdf>

## **Attachment 6: Waikato Regional Council Joint Management Agreement**

[https://www.waikatoregion.govt.nz/assets/WRC/Community/Iwi/JMAs/Waikato Tainui JMA web signed.pdf](https://www.waikatoregion.govt.nz/assets/WRC/Community/Iwi/JMAs/Waikato_Tainui_JMA_web_signed.pdf)

**Attachment 7: Waikato District Council Joint Management Agreement  
(including Schedule B)**



**THE WAIKATO RAUPATU RIVER TRUST**

and

**WAIKATO DISTRICT COUNCIL**

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**JOINT MANAGEMENT AGREEMENT**

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23 MARCH 2010



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WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

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This JOINT MANAGEMENT AGREEMENT is made between:

WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED, in its capacity as trustee of the WAIKATO RAUPATU RIVER TRUST ("WAIKATO-TAINUI")

and

THE WAIKATO DISTRICT COUNCIL

## WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

### PREAMBLE

The Waikato Raupatu Claims Settlement Act 1995 gave effect to certain provisions of the deed of settlement between Her Majesty the Queen in right of New Zealand ("the Crown") and Waikato dated 22 May 1995 and settled certain Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta, the Tainui Maaori Trust Board and Ngaa Marae Toopu on behalf of Waikato-Tainui (Wai 30). The 1995 Act expressly excluded certain historical claims, including the claim to the Waikato River.

In the spirit of co-operation, compromise and good faith, and as foreshadowed in the 1995 Deed, Waikato-Tainui and the Crown entered into negotiations in respect of the claims of Waikato-Tainui concerning the Waikato River.

On 17 December 2009 Waikato-Tainui and the Crown signed the Deed of Settlement in relation to the Waikato River, and have agreed to enter a new age of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations.

The provision of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (the Settlement) applies to this agreement.

This agreement affirms the commitment between Waikato-Tainui and Waikato District Council to:

- (a) enter into an new era of co-management over the Waikato River ;
- (b) achieve the overarching purpose of the the Settlement to restore and protect the health and well being of the Waikato River for future generations; and
- (c) To provide an enhanced relationship between Waikato-Tainui and the Waikato District Council on areas of common interest.

### PRINCIPLES

The following principles form the basis for this agreement.

#### **Te mana o te awa (the spiritual authority, protective power and prestige of the river)**

To Waikato-Tainui, the Waikato River is a tupuna (ancestor) which has mana (prestige) and in turn represents the mana and mauri (life force) of the tribe. The River has its own mauri, its own spiritual energy and its own powerful identity. It is a single indivisible being.

Respect for te mana o te awa (the spiritual authority, protective power and prestige of the Waikato River) is at the heart of the relationship between the tribe and their ancestral River. Waikato-Tainui regard their River with reverence and love. It gave them their name and is the source of their tribal

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**WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL**

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identity. Over generations, Waikato-Tainui have developed tikanga (values, ethics governing conduct) which embody their profound respect for the Waikato River and all life within it. The Waikato River sustains the people physically and spiritually. It brings them peace in times of stress, relief from illness and pain, and cleanses and purifies their bodies and souls from the many problems that surround them. Spiritually, to Waikato-Tainui, the Waikato River is constant, enduring and perpetual.

**Mana whakahaere (authority and rights of control)**

Mana whakahaere refers to the authority that Waikato-Tainui have established in respect of the Waikato River over many generations. Mana whakahaere entails the exercise of rights and responsibilities to ensure that the balance and mauri (life force) of the Waikato River are maintained. It is based in recognition that if we care for the River, the River will continue to sustain the people.

In customary terms mana whakahaere is the exercise of control, access to, and management of the Waikato River, including its resources in accordance with tikanga (values, ethics, and governing conduct). For Waikato-Tainui, mana whakahaere has long been exercised under the mana of the Kiingitanga.

**Health and wellbeing**

The principle of health and wellbeing reflects the overarching purpose of the settlement, which is to restore and protect the health and wellbeing of the Waikato River.

The health and wellbeing of Waikato-Tainui and its special relationship with the Waikato River is inherently connected with the health and wellbeing of the Waikato River.

**Co-management**

The Crown and Waikato-Tainui have committed to enter into a new era of co-management in respect of the Waikato River. The principle of co-management includes:

- (a) the highest level of good faith engagement; and
- (b) consensus decision-making as a general rule;

while having regard to statutory frameworks, statutory timeframes, and the mana whakahaere of Waikato-Tainui and the Waikato-Tainui Environmental Plan.

To be effective, co-management must be implemented and achieved at a number of levels and across a range of management agencies, bodies and authorities, including (but not limited to) the following:

## WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

- (a) The development, amendment and implementation of strategies, policy, legislation and regulations that may potentially impact on the health and wellbeing of the Waikato River; and
- (b) The processes for granting, transfer, variation and renewal of consents, licenses, permits and other authorisations for all activities that potentially impact on the health and wellbeing of the Waikato River; and
- (c) include provision for effective Waikato-Tainui input and participation by engagement at an early stage in statutory and management processes, and other actions, that may affect the health and wellbeing of the Waikato River, including the planning and development of new and amended policies or management initiatives or decisions affecting or relating to the Waikato River.
- (d) Co-management will provide for early and effective input from Waikato-Tainui, rather than simply an obligation to consult.

### Integration

Arising from the principles of te mana o te awa and mana whakahaere, and inter-related to the principle of co-management, is the principle of integration. The health and wellbeing of the Waikato River and successful co-management requires effective integration of management between the relevant government agencies, Crown entities, local authorities and non-governmental agencies who have roles and responsibilities in respect of the Waikato River.

Underpinning the deed of settlement is the principle of honour and integrity. Waikato-Tainui and the Crown entered into the deed of settlement in good faith relying on the commitments of each other contained in the deed and the Kiingitanga Accord with the intention of achieving a full, fair and durable settlement of the claims of Waikato-Tainui in relation to the Waikato River. The principle of honour and integrity is reflected in this agreement.

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**WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL**

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**PURPOSE**

1. The purpose of this agreement is to provide for an enduring relationship between the parties through the shared exercise of functions, duties and powers under the Local Government Act 2002, where appropriate the Resource Management Act 1991 and the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation.
2. This agreement is to be applied and interpreted in accordance with the relevant provisions of the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation.
3. This agreement is to be applied and interpreted in accordance with the relevant provisions of the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation.
4. This agreement is to be interpreted in light of the relationship between the Crown and Waikato-Tainui under Te Tiriti o Waitangi.

**THE RELATIONSHIP**

5. Both Waikato-Tainui and Waikato District Council have over many years had an informal relationship at both governance and management levels. This relationship to some extent has not been fully expressed and is often limited to the formalities of the Resource Management Act 1991 and the Local Government Act 2002.
6. The settlement of the Waikato River claim between the Crown and Waikato-Tainui highlights the importance of localised arrangements. This approach will be formalised in this Agreement.
7. Waikato-Tainui and Waikato District Council shares areas of commonality in terms of structure, constituency, democratic appointment, geographic influence, natural resource management, political, social and economic imperatives and long term generational planning.
8. Waikato District Council's geographic influence is from just north of Karapiro to Te Puuaha o Waikato (with the pending transition of Franklin District Council) and thus can directly support the mana whakahaere of Waikato-Tainui.

**GUIDING PRINCIPLES**

9. In exercising a power or performing a function or duty, under this agreement, Waikato District Council and the Waikato Raupatu River Trust will:

## WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

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- (a) work together to achieve the overarching purpose of this settlement, being to restore and protect the health and wellbeing of the Waikato River;
- (b) recognise and give effect to Te Ture Whaimana o te Awa o Waikato (the vision and strategy) as the primary policy setting document for the Waikato River;
- (c) recognise the statutory functions, powers and duties of the local authority, including under legislation such as the Local Government Act 2002 and the Resource Management Act 1991;
- (d) respect the mana whakahaere rights and responsibilities of Waikato-Tainui in accordance with tikanga to ensure the balance and mauri of the Waikato River are maintained;
- (e) act in a manner consistent with the principles of Te Tiriti o Waitangi;
- (f) take into account the relevant components of the Waikato-Tainui Environmental Plan and the Integrated Management Plan as it relates to the Waikato River within the geographic jurisdiction of Waikato District Council;
- (g) commit to work together in good faith and with a spirit of co-operation;
- (h) commit to open, honest and transparent communication;
- (i) commit to participate effectively in co-management;
- (j) recognise and acknowledge that the parties will benefit from working together by sharing their respective vision, knowledge and expertise;
- (k) ensure early engagement and a 'no surprises' approach;
- (l) recognise that the relationship between the parties will evolve;
- (m) respect the independence of the parties and their individual mandates, roles and responsibilities in relation to the Waikato River;
- (n) recognise that co-management operates within statutory frameworks that must be complied with; and
- (o) . commit to meeting statutory timeframes, and minimising delays and costs associated with those statutory frameworks.

## PRINCIPLES OF ENGAGEMENT

10. In addition to the guiding principles set out in clause **24**, the following principles will apply to engagement between the parties:

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**WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL**

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- (a) the Parties will immediately engage with each other following the identification of any relevant matters under agreement.
- (b) the Waikato Raupatu River Trust will be provided with sufficient information to make informed decisions;
- (c) Waikato District Council will be provided with sufficient information to make informed decisions such as (but not limited to) sites of significance and cultural practices (as appended) and any regulations established under the Settlement Legislation;.
- (d) the Waikato Raupatu River Trust will be provided with sufficient time to discharge their responsibilities under this agreement; and
- (e) Waikato District Council will recognise and provide for the any recommendations and information provided by Waikato-Tainui under this Agreement.

**OBJECTIVES AND DUTIES OF THE PARTIES****Joint objectives**

11. The Parties are committed to:

- (a) the restoration and protection of the health and wellbeing of the Waikato River for future generations; and
- (b) establishing and maintaining a positive, co-operative and enduring relationship consistent with the guiding principles and the principles for engagement.
- (c) work co-operatively on matters of common interest to both parties.

**Waikato-Tainui objectives for the Waikato River**

- (a) the restoration and protection of the health and well-being of the Waikato River;
- (b) the restoration and protection of the relationship of Waikato-Tainui with the Waikato River, including their cultural, environmental, spiritual, social, and economic relationships;
- (c) the integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River;
- (d) the adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effects that threaten serious or irreversible damage to the River;

## WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

- (e) the recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments on the health and well-being of the River;
- (f) the recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities;
- (g) the protection and enhancement of significant sites, fisheries, flora and fauna; and
- (h) the application to the above of both matauranga Maaori and latest available scientific methods.

### Waikato District Council Objectives

- (a) To comply with, and meet our statutory obligations under the Resource Management Act 1991 and the Local Government Act 2004.
- (b) To improve the health and well being of the Waikato River.
- (c) To provide for and promote the vision and strategy.
- (d) To provide long-term certainty to planning, policy and resource consent documentation and processes.
- (e) To maintain the Vision of Waikato District Council.
- (f) To enhance the Districts "Well beings".
- (g) To promote the mana whakahaere of Waikato-Tainui and acknowledge the relationship the rest of the community has with the Waikato River.
- (h) To recognise the importance of the Waikato River to the region and the nation.
- (i) To enter into a mutually beneficial relationship with Waikato-Tainui.
- G) To ensure and maintain no additional fiscal implications for rate payers unless agreed through the LTCCP process.

### OBLIGATIONS UNDER THIS AGREEMENT

- 12. This agreement is between the Waikato Raupatu River Trust and Waikato District Council.
- 13. The parties to this agreement are bound by:
  - (a) the provisions and schedules to this agreement; and

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**WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL**

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- (b) the provisions of the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation.

14. This agreement is intended by the parties to be legally binding.

**SCHEDULES TO THIS AGREEMENT**

- 15. These Schedules outline the process for engagement to achieve the purpose, principles and objectives of this Agreement.
- 16. The following Schedules will form part of this Agreement:
  - (a) Monitoring and Enforcement;
  - (b) Resource Consents;
  - (c) Preparation, review or change of a Resource Management Act planning document;
  - (d) Land Management, Acquisition and Disposal;
  - (e) Customary Activities;
  - (f) Management of Sites of Significance;
  - (g) Staff Awareness and Training; and
  - (h) Any other Schedules that the Parties may agree to.
- 17. The Schedules must be completed within **3** months of the signing of this Agreement.
- 18. The Parties may agree to develop further Schedules outside of the period specified in clause 17.

**MEETINGS BETWEEN THE PARTIES**

- 19. The parties to this agreement will have regular Principals' meetings to achieve the purposes of this agreement.
- 20. There will be co-chairs presiding over the Principals' meetings, each of the parties will elect a co-chair to represent Waikato District Council and the Waikato Raupatu River Trust.
- 21. The Principal's meetings will include the chair of the Waikato Raupatu River Trust and three other representatives of Waikato-Tainui appointed by the Waikato Raupatu River Trust and;  
  
The Mayor of Waikato District Council and three other members appointed by elected members of Waikato District Council.

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**WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL**

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22. Others may also be invited to attend the meetings for the purposes of technical support.
23. Any decision made at a Principal's meetings will be at the highest level of good faith and by a process of consensus.
24. Principals' meetings will be held at least bi-annually on dates and venues to be agreed between the parties, provided that the first meeting is held at least within six months of the signing of this agreement.
25. The parties prior to each Principals' meeting will send each other a suggested list of agenda items to be confirmed by the co-chairs.
26. The parties to this agreement will provide for secretariat services for each meeting. The secretariats role will include;
  - (a) Documenting agenda items;
  - (b) Preparing the minutes of meetings;
  - (c) Providing reports to participants; and
  - (d) Such other services as may be agreed by the parties.

**INFORMATION SHARING**

27. The parties recognise the benefit of mutual information exchange.
28. The Waikato District Council will make available to Waikato-Tainui all existing information held by, or reasonably accessible to, Waikato District Council where that information is requested by Waikato-Tainui for the purposes of assisting them to exercise their mana whakahaere in respect of the Waikato River and enabling Waikato-Tainui to exercise their rights fully under this agreement.
29. In addition to the provision of information the local authority will if requested by Waikato-Tainui, make available reports that the local authority has received that relate to the management of the natural resources within the agreement area.
30. Clauses 28 and 29 are subject to any legal obligation that the Waikato District Council has to comply with in terms of the provision of information.
31. The Waikato Raupatu Trust will make available to Waikato District Council information, where appropriate, requested by Waikato District Council to enable it to fulfil its statutory obligations.

**WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL****COMMUNICATION BETWEEN THE PARTIES**

32. The Waikato District Council and Waikato-Tainui will establish and maintain effective and efficient communication with each other on a continuing basis by:
- (a) Waikato-Tainui providing, and Waikato District Council maintaining, contact details for the Waikato-Tainui personnel responsible for engagement under this agreement;
  - (b) Waikato District Council providing, and Waikato-Tainui maintaining, contact details for the Waikato District Council personnel responsible for engagement under this agreement.
  - (c) providing reasonable opportunities for relevant personnel from both parties to meet with each other, including arranging meetings to discuss and (if possible) resolve any issue when required; and
  - (d) identifying staff who will be working closely with staff of the other party, and informing those staff of the contents of this agreement and their roles and responsibilities under it.

**RESOLUTION OF ISSUES**

33. The parties agree and acknowledge that for co-management to be effective, the parties must address the resolution of issues between them in a constructive, co-operative and timely manner.
34. The process set out below provides the basis for addressing and resolving issues between the parties. The principles to apply to the resolution of issues process are:
- (a) Timely and expeditious resolution.
  - (b) Act in good faith and with co-operation.
  - (c) Accept the outcome of what is resolved.
35. Where either party is concerned over any issue arising under this agreement, that concerned party must give notice to the other party as soon as is practicable, and the parties will engage on how any issues of concern may be addressed. This engagement must be conducted in a co-operative, open-minded and timely manner.
36. If required, the parties may agree to the appointment of a mediator to preside over any issues arising in the notice given in clause 35.
37. The engagement under clause 35 must take place for a period of no more than 20 business days, unless agreed by the parties.

## WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

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38. If, following the engagement under clause 37, either party considers that there are issues that still require resolution, that party may give notice in writing under this clause that a mediation process is to be invoked.
39. Where notice is given under clause 35:
- (a) the matter may be referred to the mediator appointed under clause 36;
  - (b) the parties will participate in a mediation process in a co-operative, open-minded and timely manner and will use their best endeavours to resolve any dispute;
  - (c) in participating in a mediation process the parties will have particular regard to the context for this agreement and statutory timeframes;
  - (d) pending the resolution of any issue, the parties will use their best endeavours to continue to work together in a co-operative and timely manner under this agreement;
  - (e) the mediation process will continue for a period of no more than 40 business days from the date of referral to the mediator under clause 39(a); and
  - (f) the parties to the mediation process will bear their own costs in relation to the resolution of any issue, and the costs of the mediator (and associated costs) will be shared equally between the parties.
40. If, following the mediation process under clause 39, any issue has not been resolved, either party may refer that issue to the Minister for the Environment.

## REVIEW AND AMENDMENT

41. The parties agree that this agreement is a living document which should be updated and adapted to take account of future developments.
42. The first review of this agreement will take place no later than two years from the date upon which this agreement is signed.
43. Following the initial review under clause 42, this agreement will be reviewed on dates as may be agreed between the parties, but at intervals of no more than five years.
44. The parties may only amend this agreement by agreement in writing.
45. In reviewing this agreement, the parties will:
- (a) discuss the potential to transfer a relevant power, function or duty, as provided for in section 33 of the RMA, to Waikato-Tainui;
  - (b) discuss any impediments to the parties fulfilling their obligations under this agreement;

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**WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL**

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- (c) discuss any foreseeable matters which may impact on the purpose of this agreement;
- (d) discuss any outstanding matters that have not yet been achieved under this agreement;
- (e) develop a joint report to the governance entity of the respective parties; and
- (f) discuss any other matters that either party considers relevant to such a review.

**SUSPENSION OF JOINT MANAGEMENT AGREEMENT**

- 46. The Waikato Raupatu River Trust and the Waikato District Council from time to time may agree in writing to suspend in whole or in part, the operation of this agreement.
- 47. In reaching such agreement the parties will specify the scope and duration of such a suspension.
- 48. To avoid doubt there is no right to terminate this agreement.

**TRANSFER AND DELEGATIONS**

- 49. Nothing in this agreement does not preclude Waikato District Council effecting a transfer or a delegation to the Waikato Raupatu River Trust.

**DEFINITIONS AND INTERPRETATION**

- 50. The provisions of this agreement shall be interpreted in a manner that best furthers the purpose of this agreement and is consistent with the principles set out in clauses [to insert] of this agreement;
- 51. In this agreement, unless the context requires otherwise:
  - (a) terms defined in the deed of settlement and the settlement legislation have the same meaning in this agreement;
  - (b) agreement means this joint management agreement and agreed schedules;
  - (c) agreement area means the agreement area stated in each schedule to this Agreement;
  - (d) Chief Executive means the Chief Executive of the Local Authority and includes any authorised employee of the Local Authority acting for and on behalf of the Chief Executive;
  - (e) Crown means Her Majesty The Queen in right of New Zealand and includes, where appropriate, the Parties and Departments of the Crown that are involved in, or bound

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**WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL**

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by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

- (l) Local authority means Waikato District Council;
- (g) settlement legislation means the provisions of the Waikato-Tainui Deed of Settlement in relation to the Waikato River and enabling Legislation;
- (h) Waikato-Tainui means Waikato-Tainui Te Kauhanganui Incorporated in its capacity as trustee of the Waikato Raupatu River Trust;

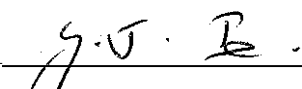
WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

**SIGNED** as a Joint Management Agreement

**SIGNED** by

**THE MAYOR of the  
WAIKATO DISTRICT COUNCIL**

  
\_\_\_\_\_  
**Mayor Peter Harris**

  
\_\_\_\_\_  
**Chief Executive Officer - Gavin Ion**

In the presence of

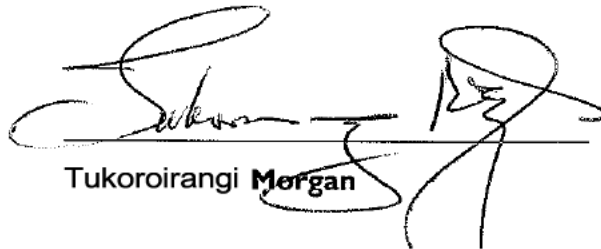
Witness   
\_\_\_\_\_

**Date: 23 March 2010**

WAIKATO TAINUI & WAIKATO DISTRICT COUNCIL

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SIGNED for and on behalf  
of WAIKATO-TAINUI by



Tukoroirangi Morgan

---

Lady Raiha Mahuta

In the presence of

Witness



Date: 23 March 2010

## Schedule B

### RESOURCE CONSENTS

#### Waikato-Tainui and Waikato District Council

This schedule applies to applications to the Waikato District Council (Council) for resource consents for the use of or activities on the surface of the water in the Waikato River. The schedule includes a process for engagement on these matters and ability to review the schedule to extend the matters that may be considered.

**The key persons pertaining to the contents of this schedule (or their nominees) are:**

#### *Waikato Raupatu River Trust (Trust)*

- |                                                                                                                               |                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• <i>General Manager</i><br/>Private Bag 3344<br/>HAMILTON 3204<br/>s 9(2)(a)</li></ul> | <i>Environment Manager</i><br>Private Bag 3344<br>HAMILTON 3204<br>s 9(2)(a) |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|

#### *Waikato District Council*

- |                                                                                                                                              |                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• <i>General Manager, Customer Support</i><br/>Private Bag 544<br/>Ngaruawahia<br/>s 9(2)(a)</li></ul> | <i>Consents Manager</i><br>Private Bag 544<br>Ngaruawahia<br>s 9(2)(a) |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|

#### **PART 1- Provision of Information and process for engagement on matters relating to section 47 of the Act**

This section describes how the Council and the Trust will work together pursuant to section 47 (2)(a), (b) and (c) of the Settlement Act.

|    | Process                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Timeframe                           |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. | <p>Council staff will provide Trust staff with a full copy of an application which falls within the scope of this schedule, within 1 working day of receipt or as soon as possible. The copy of the application together with the name of the council staff member dealing with it, and the date upon which it was officially received will be sent via email to:</p> <p>Environment Manager<br/>Private Bag 3344<br/>HAMILTON 3204<br/>s 9(2)(a)</p> <p><i>NB: Copy of the application can be sent electronically if file size is</i></p> | <b>1 working day after receipt.</b> |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <i>less than 7 MB. If file is bigger, then the copy will be couriered to the Trust.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                   |
| <b>2.</b> | <p>The information shall be:</p> <ul style="list-style-type: none"> <li>a) The same as would be given to affected persons through limited notification under section 95B of the RMA 1991 or</li> <li>b) The information that the Council and the Trust agree on.</li> </ul> <p>In relation to (b) above, the parties have agreed the following process for the provision of additional information:</p> <ul style="list-style-type: none"> <li>c) The Trust shall advise the Council by email within 2 working days if it wishes to request additional information;</li> <li>d) The Council staff member dealing with the application will consider the request and provide such further information as is agreed with the Trust.</li> </ul> | <p><b>The information must be provided as soon as reasonably practicable after the application has been received and before a determination is made under sections 95A to 95C of the RMA.</b></p> |

## **Part 2 - Provision of information and process for engagement on matters outside the scope of the Act**

The guiding principles of the Joint Management Agreement with Waikato Tainui specifically state that Council and the Trust will:

- Work together to achieve the overarching purpose of the settlement
- Recognise and give effect to the vision and strategy for the river
- Act in a manner consistent with the principles of the Tiriti o Waitangi
- Commit to work together in good faith and with a spirit of co-operation
- Commit to open, honest and transparent communication
- Commit to participate effectively in co-management
- Recognise and acknowledge that the parties will benefit from working together by sharing their respective vision, knowledge and expertise
- Ensure early engagement and a 'no surprises' approach
- Recognise that the relationship between the parties will evolve

With these guiding principles in mind, this section of the schedule sets out a process for information sharing on resource consent matters in which the Trust may have an interest. The parties acknowledge that such resource consent matters are outside the scope of activities set out in

section 47(1)(b) and are outside the scope of the Act. Nevertheless, the parties have agreed to record the proposed process as part of this schedule to the Joint Management Agreement.

The parties have further agreed that the matters set out in Part 2 of this schedule shall be subject to the provisions of section 52 of the Act (Extension of the Joint Management Agreement).

It is noted that Council currently sends a weekly list of all resource management applications received to iwi management groups with the Waikato district. The Trust is one of the recipients on this list and therefore, has an awareness of all applications received by the Council, including those that fall outside the scope of the Act.

|           | <b>Process</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Timeframe</b>       |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>1.</b> | <p>The following process shall apply where an application is received that is outside the scope of section 47(1)(b) and the Act but Council's consenting staff consider that the Trust may have an interest in the application. Examples might include an application is:</p> <ul style="list-style-type: none"> <li>- Close to a site of tribal significance and/ or</li> <li>- Adjacent to a Marae or other tribal venue and / or</li> <li>- Unusual or extraordinary (i.e. in size or purpose) and / or</li> <li>- May possibly have impacts on current or future tribal initiatives, activities or plans.</li> </ul> <p>If that is the case, then the Council staff member dealing with the matter may notify the trust via email to:</p> <p style="text-align: center;"><i>Environment Manager</i><br/>Private Bag 3344<br/>HAMILTON 3204<br/>s 9(2)(a)</p> <p>within 3 working days of receipt of the application. Note this notification will be in addition to the weekly schedule.</p> | <b>3 working days</b>  |
| <b>2.</b> | <p>If there is no response from the Trust within 2 working days, then the Council staff member will continue to process the application as per the normal process.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>2 working days.</b> |

### **Part 3 – Development of decision making criteria under section 47(2) of the Act and possible extensions to this schedule.**

Council and the Trust need to work together to develop criteria to assist Council with decision making under the following processes or section of the RMA:

- i. Best practice for pre-application processes;
- ii. Section 87E (request that an application be determined by the Environment Court rather than the consent authority)
- iii. Section 88(3) (incomplete application for resource consent)
- iv. Section 91 (deferral pending additional consents)
- v. Section 92 (requests for further information)

- vi. Sections 95 to 95F (notification of applications for resource consents)
- vii. Sections 127 and 128 (change, cancellation or review of consent conditions).

The development of the criteria will be achieved as follows:

|    | Process                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Timeframe                                                                                                   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1. | <p>The Council and the Trust will nominate relevant staff to a joint working party to develop the decision making criteria.</p> <p>To achieve this outcome the working party will:</p> <ul style="list-style-type: none"> <li>- Review the practical application of this schedule</li> <li>- Discuss any issues that have arisen with the implementation of the schedule</li> <li>- Make recommendations for amendments to the processes described in this schedule</li> <li>- Review the applications that have been dealt with jointly as a result of this schedule</li> <li>- Review the applications that have been notified to the Trust, that fall outside the requirements of the Act</li> <li>- Undertake any other action or review that may assist in the development of the decision making criteria.</li> </ul> <p>The working party will meet 12 months following the implementation of the schedule, and then as agreed after that.</p> <p>The criteria developed and agreed under this schedule:</p> <ul style="list-style-type: none"> <li>- Are additional to and must not derogate from the criteria that Council must apply under the Resource Management Act 1991 and</li> <li>- Do not impose a requirement on Council to change, cancel or review consent conditions.</li> </ul> | 12 months after the implementation of this schedule.                                                        |
| 2. | Following the first meeting and consideration of the matters outlined in step 1 above, the working party will produce jointly agreed decision making criteria in draft for further consideration by the key persons named at page 1 of this schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | As agreed by the working party but <b>at least</b> 6 weeks following the first meeting of the working party |
| 3. | Following consideration of the draft criteria described in step 2 above, the Joint Working Party shall convene a further meeting for the purposes of finalising the agreed criteria. Council and the Waikato Tainui Executive will consider and agree to the criteria with final approval required from the Joint Committee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | To be agreed.                                                                                               |
| 4. | The working party will also provide recommendations to the Council and Waikato Tainui Executive for approval by the Joint Committee, in regard to possible extensions to this schedule, pursuant to section 52 of the Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | As above.                                                                                                   |

#### Part 4 – Ability to request a meeting for the purpose of discussing resource consent matters

In the spirit of the guiding principles of the Joint Management Agreement set out in Part 2 above, either partner may request that a meeting be held for the following purposes:

- A general discussion on resource consent matters, including the processes set out in this schedule;
- A specific resource consent matter that is covered by section 47 of the Act;
- An RMA matter as set out in Part 3 above;
- A matter related to the joint development of the decision making criteria described in part 3 above;
- A specific resource consent matter outside the scope of the Act;
- Any other related matter.

The request for a meeting should be made through the key persons named at Page 1 of this schedule or their nominees.

## Attachment 8: Excerpt from Ngāti Hauā conservation relationship agreement

### 14 STATUTORY AUTHORISATIONS

14.1 The Department acknowledges authorisations granted to third parties in relation to Conservation Land within the Rohe may impact on the spiritual, cultural or historic values of Ngāti Hauā. The Department will advise and encourage prospective applicants within the Ngāti Hauā area of interest to consult with Ngāti Hauā before filing their application.

14.2 From time to time Ngāti Hauā and the Department will identify categories of Statutory Authorisations that may have a significant impact on the spiritual, cultural or historic values of Ngāti Hauā.

14.3 For the categories of any Statutory Authorisations that Ngāti Hauā and the Department agree may be significant to Ngāti Hauā, the Governance Entity and the Department will adopt the following processes:

14.3.1 the Department will notify Ngāti Hauā of the application, timeframe for a decision and the timeframe for a Ngāti Hauā response;

14.3.2 Ngāti Hauā, within an agreed timeframe, will notify the Department of their response including the nature of their interests in the proposal and their views in relation to the proposal;

14.3.3 the Department will acknowledge Ngāti Hauā interests and views as conveyed (providing an opportunity to clarify or correct the Department's understanding of those interests and views), how those interests and views will be included in the decision-making process and any apparent issues or conflict that may arise;

14.3.4 the Department will, in making a decision, consider whether it is possible to reconcile any conflict between Ngāti Hauā interests and views and other considerations in the decision-making process;

14.3.5 the Department will record in writing as part of a decision document the nature of Ngāti Hauā interests and the views of Ngāti Hauā as conveyed.

14.4 The Department will advise Ngāti Hauā of potential opportunities for Ngāti Hauā or its members to obtain statutory authorisations on Conservation Land within the Ngāti Hauā area of interest, including in relation to commercial opportunities.

The entire conservation relationship agreement can be found in the documents schedule to the Ngāti Hauā deed of settlement: [Ngāti Hauā Deed of Settlement - Documents Schedule 18 Jul 2013](#)

## **Attachment 9: Comments received from invited Māori groups**

26 September 2025

Environment Protection Authority  
Private Bag 63002  
WELLINGTON 6140  
NEW ZEALAND

Teenaa koe

**RE: APPLICATION FOR REFFERAL TO THE FAST TRACK PROCESS FOR THE “TE KOWHAI EAST’ DEVELOPMENT PROJECT**

On behalf of Te Whakakitenga o Waikato (Waikato-Tainui), I am expressing our support for the proposed Te Kowhai East Development, which is to be applied for by Te Kowhai East LP. This support is limited to the application being referred to the substantive phase only and should not be interpreted as endorsement of the proposal in its entirety.

Should the application be approved for referral, it will be important to ensure that ongoing engagement with mana whenua continues to be appropriately supported. This includes providing adequate resourcing for mana whenua to carry out key responsibilities such as facilitating hui with their whaanau; co-designing a lasting relationship agreement with Te Kowhai East LP; developing and refining the engagement approach; participating in technical workshops; and reviewing relevant technical documentation to inform a comprehensive Cultural Values Assessment (CVA). Respective mana whenua should have the opportunity to prepare and submit their own individual CVAs, or a collective CVA if they so choose.

We respectfully note that Waikato-Tainui reserves the right to provide separate commentary or responses where it is deemed in the interests of the wider iwi or in alignment with our specific governance structures and strategic priorities. This includes, but is not limited to, further engagement with the Crown or developers, environmental assessments, and iwi-wide implications arising from the proposed development.

Naaku i roto i ngaa mihi, naa

A handwritten signature in black ink, reading "Te Maakariini Mapu".

Te Maakariini Mapu  
SENIOR PLANNER  
WAIKATO-TAINUI