
MANA WHAKAHONO Ā ROHE

Meeting:	Council Workshop
Date of meeting:	10 June 2026
Reporting Officers:	Rangi Maihi (Poutohutuhu Matua / Senior Policy Advisor - Māori) and Rachelle McBeth (District Planning and Growth Lead)
ECM:	9800769

PURPOSE / TE WHĀINGA

1. The purpose of this report is to discuss upcoming Mana Whakahono ā Rohe agreements to be reported to Council for adoption, prior to a full report and a recommended agreement being presented to Council on 25 June 2026.
2. The briefing will provide information, and allow for discussion, on the following:
 - What a Mana Whakahono ā Rohe is.
 - Legislative context
 - o Resource Management Act 1991 ("RMA")
 - o Resource Management reform
 - What a Mana Whakahono ā Rohe must and may cover.
 - Who has initiated a Mana Whakahono ā Rohe with NPDC and who are the parties?
 - What is included in the draft agreement.
 - Decision making process for approval.

DISCUSSION / NGĀ MATAPAKI

3. Mana Whakahono ā Rohe is a formal relationship agreement, between local authorities and iwi authorities within a particular area of interest or rohe, setting out how Councils and iwi will work together on resource management and planning matters.
4. Mana Whakahono ā Rohe provisions were introduced to the RMA in 2017. NPDC has not entered into any Mana Whakahono ā Rohe to date.
5. Regardless of whether Mana Whakahono ā Rohe agreements are in place, RMA Schedule 1 regulates the process of preparing, changing and reviewing district plans. Schedule 1 has requirements for Council's to consult tangata whenua through iwi authorities, during plan development.
6. To assist in the review and preparation of the District Plan, and to meet Council's Schedule 1 obligations, a working group made up of mandated iwi and hapū representatives was set up. Ngā Kaitiaki was instrumental in facilitating both relationships and understanding between the Council, and iwi and hapū in a district planning context.

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7. Ngā Kaitiaki was established in 2016 prior to the 2017 introduction of Mana Whakahono ā Rohe. Following their introduction, there have been some discussions, but they have not lead to NPDC entering any formal agreements.
 8. Through development of NPDCs new District Plan, under the RMA, good relationships with the district's iwi and hapū are in place. Mana Whakahono ā Rohe can effectively codify NPDC's current approach to plan making consultation and engagement with iwi and hapū – that is, formalising early (where possible) meaningful engagement on the development and maintenance of resource management planning instruments.
 9. Mana Whakahono ā Rohe are provided for under RMA sections 58L to 58U. These sections specify Mana Whakahono ā Rohe purpose, guiding principles, initiation and timeframes, contents of agreements, a resolution process for disputes that arise in the course of negotiating agreements, and review and monitoring.
 10. Mana Whakahono ā Rohe can be initiated either by Councils or iwi authorities, and once initiated must be progressed to an agreement, in accordance with the processes set out under the RMA.
 11. NPDC, along with the other three Councils in Taranaki, were written to by Te Kāhui o Maru (Ngāti Maru) on 16 December 2025, initiating the statutory RMA process.
 12. Taranaki Regional Council has coordinated a multi-Council approach which has involved an initiation hui, a second hui, drafting of an agreement, and legal review of the draft Mana Whakahono ā Rohe. This work has occurred as a priority in order to meet the legislated timeline in respect of the Ngāti Maru initiation.
 13. All iwi authorities in Taranaki were invited to the initiation hui prompted by the Ngāti Maru initiation. Te Tōpuni Ngārahu wrote to the four Councils initiating a Mana Whakahono ā Rohe on 20 February 2026. Other iwi authorities in the region have also initiated since then. Parties are exploring whether the Te Tōpuni Ngārahu agreement can be drafted such that other iwi authorities can join as and when ready.
 14. At the Council meeting on 25 June 2026, officers will recommend Council enter into the drafted Mana Whakahono ā Rohe with Ngāti Maru. Further Mana Whakahono ā Rohe may also come before Council in the future.

NEXT STEPS /NGĀ KOKENGA

15. The following reporting is proposed for the draft Mana Whakahono ā Rohe:
 - a) Council adoption report 25 June 2026

ATTACHMENTS / NGĀ TĀPIRIHANGA

Attachment 1 Mana Whakahono ā Rohe Presentation (ECM 9813331)



Mana Whakahono ā Rohe

Councillor Workshop 10 June 2026



Te Kaunihera-ā-Rohe o Ngāmotu
**New Plymouth
District Council**

Overview

- What is Mana Whakahono ā Rohe?
- Why are we talking about this now?
- Legal context
 - Resource Management Act 1991
 - Reforms - Planning Bill 2005
- What a Mana Whakahono ā Rohe must and may cover
- Process
- Parties
- Ngāti Maru draft agreement
- Other iwi
- Decision making process

What is a Mana Whakahono ā Rohe?

- formal iwi participation arrangements setting out how Councils and iwi will work together under the RMA
- supports iwi participation and assists Councils to meet statutory duties
- between local authorities and iwi authorities (delegation to hapu possible)
- within a particular area of interest identified as traditional rohe

Guiding principles

- Principles to guide MWAR initiation, development and implementation, including best endeavours for:
 - good faith, co-operation, and open, transparent, and honest communication
 - collaboration, integration, coordinated processes, efficient use of resources, adherence to statutory timeframes and commitment to minimise delays and costs
 - achieving MWAR purpose in an enduring way
 - consideration of joint or multi-party MWAR to achieve the most effective and efficient means of meeting statutory obligations

Mana Whakahono ā Rohe – what it is NOT

- Formal shared decision-making
- Co-governance
- Matters beyond the RMA (e.g. long-term plans, contract for services)
- A way to override what legislation says

Mana Whakahono ā Rohe – why now?

- Ngāti Maru initiation December 2025 (to four Taranaki Councils)
- Once MWAR are initiated, no option to not progress them unless all parties agree
- Hui must be held within 60 working days of initiation
- TRC extended invite to the other iwi authorities in Taranaki
- Other iwi attended hui and subsequently initiated
- Pre-cursor to process agreement required to complete new plans under reforms – e.g Regional Spatial Plan

Mana Whakahono ā Rohe – why now?

- Provide stability within a frequently changing political and legislative planning environment, by providing clear and certain agreement on how Council and iwi relate on certain resource management matters.
- A step forward in anticipation of resource management reform.
- Codify NPDC's current approach to plan making –formalising early (where possible) meaningful engagement on the development and maintenance of resource management planning instruments.
- Strengthen relationships.

Subpart 2—Mana Whakahono a Rohe: Iwi participation arrangements	
58L	Definitions
<i>Purpose and guiding principles</i>	
58M	Purpose of Mana Whakahono a Rohe
58N	Guiding principles
<i>Initiating Mana Whakahono a Rohe</i>	
58O	Initiation of Mana Whakahono a Rohe
58P	Other opportunities to initiate Mana Whakahono a Rohe
58Q	Time frame for concluding Mana Whakahono a Rohe
<i>Contents</i>	
58R	Contents of Mana Whakahono a Rohe
58S	Resolution of disputes that arise in course of negotiating Mana Whakahono a Rohe
58T	Review and monitoring
58U	Relationship with iwi participation legislation



Resource Management Act 1991



What MUST be included	What MAY be included
Iwi authority participation in plan making	Consultation and notification of consents, including limited notification circumstances
How formal policies and plans consultation under the Act will be done	Any other function, duty or power under the RMA, such as compliance and enforcement
How the Parties will work together to develop and agree methods for monitoring	How multiple iwi authorities will work together collectively to participate with local authorities
How to give effect to relevant Treaty settlements	Iwi authority delegation to a person, group (including hapū) to participate in RMA processes
Conflict of interest process	
Dispute resolution process	

RMA – establishment process

- Formal initiation by either Council or iwi
- Initial hui must be held within 60 days, to discuss:
 - the process for negotiation
 - which parties are to be involved in the negotiations
 - timing for conclusion of specified stages of negotiation
- Process must be concluded within 18 months or as otherwise agreed
- Disputes on the negotiations go through a process (options: binding/non-binding Minister assisted processes)
- All paths end in an agreement of some form
- All parties would need to withdraw to discontinue MWAR to agreement

RM Reform

- Natural Environment Bill and Planning Bill currently in Select Committee process – in law by elections
- NEB/PB as drafted:
 - carry forward MWAR existing or initiated before the Bills receive Royal Ascent
 - remove ability to negotiate new MWAR
 - reduce recognition of Māori interests and ability for mana whenua engagement
 - front-load iwi participation at plan-making
 - require a process agreement per region which sets out:
 - how each Council will meet its obligations under iwi participation legislation (ie Treaty settlements and Waitara Lands Act) and MWAR
 - how the Spatial Planning Committee will consult with iwi authorities

Parties

- Four Taranaki Councils (TRC, NPDC, STDC, SDC)
- The following parties have initiated MWAR with NPDC:
 - Te Kāhui o Maru - initiated 16 December 2025
 - Te Tōpuni Ngārahu - 20 February 2026
 - Te Rūnanga o Ngāti Mutunga – initiated 30 March 2026
 - Te Kāhui o Taranaki - initiated 17 April 2026
 - Te Rūnanga o Ngāti Tama – initiated 14 May 2026
 - Te Korowai o Ngā Ruahine Trust – initiated 1 May 2026
 - Ōkahu Inuāwai me ētahi atu Hapū (Ngāruahine Iwi) – initiated 25 May 2026
 - Te Kotahitanga o Te Atiawa – initiated 2 June 2026

Ngāti Maru

- Ngāti Maru (Taranaki) Claims Settlement Act 2022
 - TRC obligations regarding Joint Management Agreement (JMA) for Waitara River catchment
- Waitara Lands Act 2018
 - Waitara River Committee - TRC role in funding to support restoration within Waitara River catchment
- Ngāti Maru seek MWAR, aligned with other mechanisms

Ngāti Maru draft agreement

- Structure:
 - Purpose
 - Ngāti Maru context, principles and values
 - Guiding principles
 - Relationship Forum
 - Plan making:
 - Policy development
 - Formal consultation
 - Commissioners
 - Monitoring
 - Capacity building
 - Legal and procedural matters



Ngāti Maru draft agreement

- Recognises Ngāti Maru values, from the Ngāti Maru strategic framework (Maru Ora)
- Recognises the enduring relationship of Ngāti Maru with their whenua, awa, maunga and taonga
- Includes wording directly from the RMA and Ngāti Maru (Taranaki) Claims Settlement Act 2022
- Alignment with other agreements under development (JMA)
- Natural environment/TRC matters a focus
- **Mandatory matters only included** - focus on plan making
- Door open for non-mandatory matters later - consents

Ngāti Maru MWAR - Relationship Forum

- Relationship Forum - the caretaker of the MWAR
- Representation from iwi and elected members of the four Councils'
- Advice and technical support from staff
- Joint forum if/when other iwi enter MWAR



NPDC adoption of MWAR with Ngāti Maru

Options

- 1 - Adopt the draft Te Kāhui o Maru Mana Whakahono a Rohe, OR
- 2 - Adopt the draft Te Kāhui o Maru Mana Whakahono a Rohe attached as Appendix 1 with amendments (with delegation to do this given to the CE)
- 3 - Do not adopt and re-enter substantive negotiations

Recommendation

Option 1 is recommended – complies with RMA, mitigates relationship risk, less cost / time intensive than re-negotiation / potential dispute resolution over matters that are mandatory anyway

MWAR beyond the Ngāti Maru agreement

- Will look to keep core terms for future agreements consistent with Ngāti Maru MWAR – supports integration and efficiency
- Multiple iwi have stated a preference for collective MWAR – will aim for this to support integration, efficiency and co-ordination of effort/resources
- Discussion around Council approval process for future MWAR if the terms are consistent with the Ngāti Maru MWAR

Decision making process

Significance and engagement policy

- Assessed as matter of moderate importance – minor impacts across significance criteria but high impact for Ngāti Maru
- RMA process for MWAR highly prescribed limiting ability to accommodate third party views in development of MWAR
- Note: MWAR does not impact wider public ability to participate in plan making under the RMA or future legislation
- Transparency of reporting will allow wider community to make views known to Council (e.g deputations)
- Engaging directly with Ngāti Maru under RMA MWAR provisions

MANA WHAKAHONO Ā ROHE

TE KĀHUI MARU TRUST

AND

TARANAKI REGIONAL COUNCIL

NEW PLYMOUTH DISTRICT COUNCIL

STRATFORD DISTRICT COUNCIL

SOUTH TARANAKI DISTRICT COUNCIL

PARTIES

Te Kāhui Maru Trust: Te Iwi o Maruwharanui Ngāti Maru

(collectively, **Ngāti Maru**)

And

Taranaki Regional Council

New Plymouth District Council

Stratford District Council

South Taranaki District Council

(together, the **Councils**)

(all together, the **Parties**)

PURPOSE

1. The intent of this Agreement is to improve working relationships between Ngāti Maru as mana whenua and the Councils, and to enhance Māori participation in Resource Management Act 1991 (RMA) decision-making processes, acknowledging that RMA decision making resides with local authorities.
2. The purpose of a Mana Whakahono ā Rohe is as set out in section 58M of the RMA.¹ Specifically, this Agreement seeks to:
 - a. establish processes that support the mechanisms established in Ngāti Maru (Taranaki) Claims Settlement Act 2022 and other relevant settlement legislation to ensure effective representation in local government decision making processes;
 - b. establish processes for the Parties to work together during the development and implementation of resource management planning instruments that impact on the rohe of Ngāti Maru;
 - c. assist local government to comply with its statutory duties under the RMA, including through the implementation of sections 6(a), (b), (c), (e), 7(a) and 8 of the RMA; and
 - d. recognise the principles of Te Maru Ora to be applied as set out in this agreement in the context of RMA decision-making.

INTERPRETATION

3. Unless noted otherwise in this Agreement, a defined term in the Ngāti Maru (Taranaki) Claims Settlement Act 2022 (**Settlement Act**) will have the same definition when used in this Agreement.
4. In this Agreement, unless the context otherwise requires:
 - a. **Commencement date** means the date this Agreement is signed by Ngāti Maru and at least one of the Council parties.
 - b. **Council** or **Councils** means the local authorities of the Taranaki Region that are a party to this agreement.

¹ The purpose of a Mana Whakahono ā Rohe in s 58M of the RMA is to:

- a. provide a mechanism for the Parties to discuss, agree, and record ways in which Te Kāhui Maru Trust can participate in resource management and decision-making processes under the Resource Management Act 1991 (the Act); and
- b. assist the local authorities to comply with their statutory duties under the Act, including through the implementation of sections 6(e), 7(a), and 8.

- c. **Ngāti Maru Planning Document** means any relevant resource management planning document prepared or adopted by Te Kāhui Maru Trust and lodged with the Councils.
- d. **Mana Whakahaere** means the tikanga-based concept which recognises the power, authority, and obligations of tangata whenua to make decisions that maintain, protect, and sustain the health and well-being of, and their relationship with, te taiao. For the avoidance of doubt, this refers to a tikanga-based concept and does not alter the fact that nothing in this Agreement requires a Party to act, or refrain from acting, in a manner that would be unlawful or inconsistent with that Party's statutory powers, duties, or obligations. To the extent of any inconsistency, the relevant statutory provision prevails.
- e. **Relevant Planning Instrument** means a regional policy statement, regional plan, or district plan as these terms are defined in 43AA of the RMA, that directly affects resource management matters within the rohe of Ngāti Maru.
- f. **RMA** means the Resource Management Act 1991.
- g. **Replacement legislation** means any Act that repeals and replaces the RMA.
- h. **Settlement Act** means the Ngāti Maru (Taranaki) Claims Settlement Act 2022.
- i. **Te Kāhui Maru Trust** means Te Kāhui Maru Trust: Te Iwi o Maruwharanui.
- j. **Trustees of Te Kāhui Maru Trust** and **Trustees** mean the trustees, acting in their capacity as trustees, of Te Kāhui Maru Trust.
- k. **Waitara River Authority** means the same as defined in Section 32(14) of the New Plymouth District Council (Waitara Lands) Act 2018.

NGĀTI MARU

- 5. For the purposes of the RMA, the Parties agree that Te Kāhui Maru Trust is the iwi authority representing Ngāti Maru within the rohe to which this Agreement applies.
- 6. The Parties acknowledge that Te Kāhui Maru Trust may act on behalf of Ngāti Maru in exercising the rights and responsibilities of an iwi authority under the RMA, including participating in resource management processes and decision-making.
- 7. For the avoidance of doubt, references in this Agreement to Ngāti Maru include Te Kāhui Maru Trust acting in its capacity as iwi authority.
- 8. Ngāti Maru hold mana whenua for the area shown in Appendix 1.

9. Unless expressly provided otherwise, this Agreement applies:
 - a. within the Ngāti Maru rohe as set out in Appendix 1; and
 - b. to matters that directly affect the area within the Ngāti Maru rohe.
10. The Ngāti Maru rohe extends from Waitaraiti, the source of the Waitara River (Te Awaroa), westward to the Taramoukou Range and on to the confluence of the Waitara and the Manganui Rivers. From there it follows upstream to Te Ahurangi on the slopes of Taranaki Maunga – Te Kāhui Tupua. From the source of the Pātea River it follows it south-east to the Matemateaonga Range, then onto the Tangahoe Stream, from there down to the Whanganui River – Te Awa Tupua. Heading north it joins the Tāngarākau River and carries on until it meets the Heao Stream, continuing north to Maraekōwhai, then west to Tatu and Waitaraiti.
11. From the time of the eponymous ancestor Maruwharanui, Ngāti Maru have lived alongside and drawn sustenance from Te Awaroa, and consider the awa to be a sacred tupuna (ancestor).
12. The relationship Ngāti Maru holds with te taiao is holistic and indivisible. Whenua, wai, maunga, wāhi tapu and taonga are not discrete resources but interconnected tūpuna and sources of identity, wellbeing and authority.
13. The wellbeing of Ngāti Maru is intrinsically linked to the mauri of te taiao. Environmental degradation, fragmentation of landscapes, or loss of access to customary resources directly affects cultural, spiritual and social wellbeing.
14. Te Kāhui Maru Trust values, principles and aspirations are:
 - a. Maru Mua – Ko te whakapikitanga o te ohanga o Ngāti Maru. Strengthening Ngāti Maru's future prosperity;
 - b. Maru Pae – Kia tau te tamoremore nui no Papa no Rangī. Connection to place (our whenua, awa, marae, nga wahi tapu);
 - c. Maru Roto – Kia matomato te tupu o Ngāti Maru tangata, Ngāti Maru ahurea. Strengthening Ngāti Maru within. Ngāti Maru are healthy and flourishing physically, spiritually, emotionally and culturally;
 - d. Maru Taha – He whakapūmau i nga hononga. He tuitui i te whanaungatanga. He taketake Rongo. Strengthening relationships and building connections;
 - e. Maru Muri – Ko te aro ki nga korero taketake o Ngāti Maru. He whakatau i nga mahi o nehe kia marire te noho. Understanding the learning from our history and experience; and
 - f. Maru Tiketike – Kia puawai ai a Ngāti Maru i roto i ona kawenga katoa. Reaching for the heavens - innovation and outstanding achievement.

TE HIRINGA TAKEATAKE AND TE MARU ORA

15. On 21 February 2021 Ngāti Maru entered into a Deed of Settlement of Historical Claims with the Crown — Te Hiringa Takeatake. Te Hiringa Takeatake recognises the enduring relationship of Ngāti Maru with their whenua, awa, maunga and taonga, and affirms Te Maru Ora as the framework through which Ngāti Maru seek to restore balance, wellbeing and prosperity.
16. Te Maru Ora comprises three principles that Ngāti Maru apply in the exercise of rangatiratanga and kaitiakitanga and inform their expectations of environmental governance within their rohe:
 - a. Utu / Whakaaronui – balance and reciprocity, including the accompanying value of manaakitanga, and requiring respect, empathy and generosity;
 - b. Tirohangaroa – commitment to negotiating outcomes that are to the greatest possible benefit of Ngāti Maru; and
 - c. Te Pono – honesty and sincerity, mutual trust and confidence between the parties and transparency.
17. For Ngāti Maru, the expression of Te Maru Ora in resource management planning and decision-making requires that:
 - a. environmental, cultural and economic wellbeing are treated as interdependent;
 - b. the exercise of kaitiakitanga is both a responsibility and an expression of mana; and
 - c. decision-making affecting the taiao must consider intergenerational impacts.

GUIDING PRINCIPLES

18. In working together under this Agreement, the parties must use their best endeavours:
 - a. to achieve the purpose of the Mana Whakahono ā Rohe in an enduring manner;
 - b. to enhance the opportunities for collaboration amongst the participating authorities, including by promoting:
 - i) the use of integrated processes; and
 - ii) co-ordination of the resources required to undertake the obligations and responsibilities of the parties to the Mana Whakahono ā Rohe;

- c. to work together in good faith and in a spirit of co-operation;
 - d. to communicate with each other in an open, transparent, and honest manner;
 - e. to recognise and acknowledge the benefit of working together by sharing their respective vision and expertise;
 - f. to commit to meeting statutory time frames and minimise delays and costs associated with the statutory processes; and
 - g. to recognise that a Mana Whakahono ā Rohe does not limit the requirements of any relevant iwi participation legislation or the agreements associated with that legislation.
19. The Parties acknowledge that in giving effect to the guiding principles in clause 18, the Parties will respect, honour and implement the following principles and commitments:²
- a. recognising the enduring relationship of Ngāti Maru with their whenua, awa, maunga and taonga, and the role of Te Maru Ora for Ngāti Maru as articulated in clauses 116 and 17;
 - b. recognising and respecting the tikanga, mana, rangatiratanga, rights, interests, kaitiakitanga, mana whakahaere, responsibilities and obligations of Ngāti Maru;
 - c. recognising and respecting the mana of the Councils and the roles, functions, and duties they have in providing for the social, cultural, economic, and environmental well-being of Taranaki and the Taranaki community in accordance with the statutory provisions within which they are required to operate;
 - d. upholding the Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
 - e. recognising that the Parties are equal in this Agreement;
 - f. acknowledging and accepting the unique perspectives, knowledge systems and world views of one another, and the role these perspectives play in resource management decision-making; and
 - g. ensuring each Party provides their advice and resources as required and as appropriate given their expertise, agreed functions or area of influence.
20. The Parties acknowledge that, despite any other provision of this Agreement, it must be implemented in accordance with the RMA or any replacement legislation.

² In addition to using their best endeavours in relation to the principles that s 58N of the RMA requires in the context of implementing this agreement.

21. Nothing in this Agreement:

- a. requires a Council to act, or refrain from acting, in a manner that would be unlawful or inconsistent with that Party's statutory powers, duties, or obligations. To the extent of any inconsistency, the relevant statutory provision prevails; and
- b. limits any statutory requirements set out in any settlement legislation, any agreements under that legislation, or any other legislation that provides a role for Māori in processes under the RMA (for example, particular rights recognised under the Marine and Coastal Area (Takutai Moana) Act 2011).

RELATIONSHIP FORUM TO ACT AS KAITIAKI OF AGREEMENT

- 22. The Parties will establish a Relationship Forum including Trustees and elected members from the Councils to meet at least once each year.
- 23. The purpose of the Relationship Forum is to be the guardians of this Agreement by upholding the principles set out in clauses 18 and 19 and overseeing its implementation, monitoring and review.
- 24. The Parties agree to make their best efforts to align the administration and running of the Relationship Forum with:
 - a. Any similar group established to oversee the joint management agreement required under the Settlement Act;
 - b. Any similar requirement in any other Mana Whakahono ā Rohe entered into by the Councils, together or separately;
 - c. The Waitara River Committee to be established under the New Plymouth District Council (Waitara Lands) Act 2018; and
 - d. Any other group the Parties consider relevant.
- 25. Following the signing of this Agreement, the Parties will develop a Terms of Reference to guide the Relationship Forum. The Terms of Reference must:
 - a. To the greatest extent possible, provide for a joint Relationship Forum with the iwi authorities of any other Mana Whakahono ā Rohe that a Council is a party which overlaps with the Ngāti Maru Rohe;
 - b. Require equal numbers of Trustees from participating iwi and elected members;
 - c. Determine the total number of members of the Relationship Forum;

- d. Require that two co-chairs be appointed, one appointed by the trustees from participating iwi authorities and one appointed by the Councils;
 - e. Designate a body to act as secretariat for the Relationship Forum;
 - f. Set out that if a member resigns or is removed from the Relationship Forum, the relevant participating iwi or Council will, as soon as reasonably practical, make a replacement election for the remainder of the term; and
 - g. Set out how the administration and running of the Relationship Forum will be aligned with any of the related agreements set out in clause 49.
26. Relevant staff members from the Parties will attend the Relationship Forum to provide advice and technical support as required.
27. The Parties will each appoint a senior staff member to be the key contact person and to oversee the implementation of this Agreement.

PARTICIPATION IN THE PREPARATION, REVIEW, CHANGE OR VARIATION OF A RELEVANT PLANNING INSTRUMENT

28. This part applies to preparing, reviewing, changing or varying any Relevant Planning Instrument, and sets out how the Parties will comply with clause 3 Schedule 1 of the RMA. For the avoidance of doubt, consultation with Ngāti Maru will occur under this part regardless of whether they are considered “affected” under clause 3(1)(d) of Schedule 1.
29. Before a Council makes a decision to commence the preparation, review, change or variation of a Relevant Planning Instrument, that Council will, as early as reasonably practicable, provide Ngāti Maru with information that covers the proposed scope, rationale, desired outcomes and process for the planning instrument.
30. The relevant Council will then meet with Ngāti Maru to discuss:
- a. The scope and timing of the decision relating to the Relevant Planning Instrument;
 - b. How Ngāti Maru are to be involved in the development of the Relevant Planning Instrument and how this involvement can be supported;
 - c. How to work together to develop a common understanding of the context supporting the development of the Relevant Planning Instrument;
 - d. Any potential modification to the proposed scope, rationale, designed outcomes or process for the Relevant Planning Instrument;

- e. How to ensure the planning process is efficient and aligns processes amongst different councils and iwi;
 - f. The options analysis process for plan provisions, including how the Parties will discuss preferred options;
 - g. Any other matter the relevant Parties consider relevant; and
 - h. Documentation to support the matters (a)-(f) above.
31. Where the preparation, review, change or variation of a Relevant Planning Instrument relates to a cross-boundary issue with a neighbouring council or iwi authority not party to this Agreement, the Parties will:
- a. Invite representatives from the neighbouring council or iwi authority to the meeting set out in clause 29 and 30;
 - b. Where the above is not practicable, arrange a separate meeting with the neighbouring council or iwi authority to discuss the cross-boundary matters in question; or
 - c. Agree to follow a different engagement process as agreed between the Parties and the neighbouring council or iwi authority.
32. In discussing the matters under clause 30, the Parties acknowledge the particular importance to Ngāti Maru of matters relating to wetlands, rivers, fish passage, water allocation and customary activities.
33. Where the relevant Parties cannot agree on if a planning instrument is a Relevant Planning Instrument, this will be resolved using the dispute resolution provisions in this Agreement.
34. The relevant Parties will make their best efforts to combine the meeting described in clause 29 and 30 with any similar meeting required under the agreements set out in clause 49 or other legislated obligations to engage with iwi authorities on the development of a Relevant Planning Instrument.

PRIVATE PLAN CHANGES

35. Where a Council receives an inquiry or request for a private plan change under Schedule 1 of the RMA (other than a request from Ngāti Maru) that would be considered a Relevant Planning Instrument, the Council will:
- a. Inform the plan change proponent that Ngāti Maru are mana whenua for the rohe, refer them to any Ngāti Maru Planning Document, and encourage them to engage with Ngāti Maru prior to lodging the application;

- b. provide a copy of the application to Ngāti Maru within 10 working days of the Council receiving the plan change request;
- c. provide Ngāti Maru with any response to requests for further information provided by the proponent; and
- d. inform Ngāti Maru directly once the plan change is accepted or adopted, and notified under Schedule 1 of the RMA.

CONSULTATION ON A RELEVANT PLANNING INSTRUMENT

- 36. Prior to any decision to notify a Relevant Planning Instrument, the relevant Council will provide a draft of the instrument to Ngāti Maru for feedback, in accordance with clause 4A of Schedule 1 of the RMA.
- 37. In response, Ngāti Maru will provide written feedback or confirm in writing that they do not wish to provide feedback to the relevant Council within either:
 - a. Two months of receiving the draft provisions, or such shorter timeframe agreed by the relevant Parties; or
 - b. Where there is a statutory deadline set under the RMA or relevant national direction, a shorter period as may be required for the relevant Council to meet that deadline.
- 38. In response to Ngāti Maru's written feedback, the relevant Council will:
 - a. have particular regard to that written feedback;
 - b. document how that written feedback has been considered as part of the process; and
 - c. provide that information in a written response back to Ngāti Maru .
- 39. For the avoidance of doubt, compliance with clauses 36 to 38 constitutes consultation under Schedule 1 clause 4A of the RMA.

APPOINTMENT OF COMMISSIONERS

- 40. Where a relevant Council is considering appointing 1 or more hearing commissioners to exercise a delegated power to conduct a hearing under Part 1 or 5 of Schedule 1 of the RMA, the Council will consult with Ngāti Maru on:
 - a. Whether it is appropriate to appoint a commissioner with an understanding of tikanga Māori and of the perspectives of local iwi or hapū; and

- b. If the Council considers it appropriate, appointing at least one commissioner with an understanding of tikanga Māori and of the perspectives of local iwi or hapū.

EXISTING PLAN CHANGES EXCLUDED

- 41. Where an existing planning process is underway as at the date of this agreement, the relevant Council:
 - a. Will not be bound by clauses 28-40 of this Agreement; and
 - b. Will comply with the relevant provisions of the RMA and will use best endeavours to comply with the provisions of this agreement to the extent practicable in light of the timing and stage of the particular planning process.

MONITORING OF PLAN EFFICIENCY AND EFFECTIVENESS AND STATE OF THE ENVIRONMENT

- 42. The Councils are required, under section 35 of the RMA, to monitor a range of matters.
- 43. As part of the Relationship Forum, the Parties will discuss:
 - a. the purpose for monitoring, and how this will help to inform a common understanding necessary for an appropriate planning response;
 - b. priorities for environmental and plan effectiveness monitoring under the RMA;
 - c. outcomes from completed monitoring activities and appropriate responses, including the potential for review of RMA planning documents;
 - d. agreed process for the management of sensitive information, data sovereignty and the management of intellectual property;
 - e. opportunities for Ngāti Maru to participate in monitoring activities; and
 - f. any other matter considered relevant to monitoring activities.
- 44. If requested, a Council will provide (subject to the Local Government and Official Information and Meetings Act 1987) existing reports to Ngāti Maru on any of the matters specified in clause 43.
- 45. The Parties acknowledge that from time-to-time operational meetings between relevant staff from the Parties will also be needed to discuss the matters set out in clause 43 above.

CAPACITY BUILDING

46. The purpose of this part is to enhance the ability of Ngāti Maru to participate in the matters covered by this Agreement. The intention is to promote capacity building, information exchange, and informed decision-making to achieve better outcomes for Ngāti Maru and all communities.
47. Through meetings of the Relationship Forum, the Parties will regularly discuss:
 - a. Opportunities for support to be provided to Ngāti Maru and in the following areas:
 - i) capacity building;
 - ii) participation in Council processes and projects; and
 - iii) provision of services from Ngāti Maru to any of the Councils to this agreement ; and
 - b. other opportunities for collaboration including in relation to information exchange, joint initiatives, and mutual capacity building.
48. The Parties also acknowledge the importance of exploring opportunities for the Councils to build capacity to respond to the matters covered by this Agreement.

GIVING EFFECT TO IWI PARTICIPATION LEGISLATION

49. This Agreement has been drafted to be consistent with other relevant iwi participation legislation, namely the:
 - a. Ngāti Maru (Taranaki) Claims Settlement Act 2022;
 - b. Te Awa Tupua (Whanganui River Claims Settlement) Act 2017;
 - c. Te Atiawa Claims Settlement Act 2016, Taranaki Iwi Claims Settlement Act 2016, and Ngāruahine Claims Settlement Act 2016;
 - d. Te Ture Whakatupua mō Te Kāhui Tupua 2025 / Taranaki Maunga Collective Redress Act 2025; and
 - e. New Plymouth District Council (Waitara Lands) Act 2018.
50. The Parties will use best endeavours to implement this Agreement in a way that gives effect to the requirements of the iwi participation legislation set out in clause 49, or of any agreements associated with, or entered into under, that legislation.

RELATIONSHIP TO RESOURCE MANAGEMENT REFORM

51. The Parties acknowledge the Government's intended replacement legislation to the RMA.
52. Until such time as the RMA replacement legislation has received Royal Assent and the Parties have had the opportunity to review this Agreement, the Parties commit to the greatest extent possible under that replacement legislation, to give an effect that is the same, or equivalent, as the effect set out in this Agreement. In doing so, the parties acknowledge that any replacement to the RMA may limit the extent that provisions in this Agreement can be complied with.

LOCAL GOVERNMENT REFORM

53. The Parties acknowledge that prospective local government reform may result in the reorganisation, dissolution, or replacement of one or more the Council parties to this Agreement.
54. If any Council ceases to exist, is reconstituted, or has its functions, powers, or responsibilities transferred to another local authority, unitary authority, or public entity (a **Successor Entity**), the Parties record their wish that, so far as practicable, the substance of this Agreement will continue to be given effect by any Successor Entity to the extent of the relevant transferred functions, powers, or responsibilities.
55. The Parties further record their intention to work together in good faith to maintain continuity of the relationship and give practical effect to this Agreement, including by considering any necessary administrative, technical, or other amendments to reflect the new arrangements.

RELATIONSHIP TO OTHER MANA WHAKAHONO Ā ROHE

56. If Ngāti Maru enters a collective Mana Whakahono ā Rohe with other iwi and any of the same councils, and the provisions of that collective Mana Whakahono ā Rohe overlap with those in this Agreement, the provisions of the collective Mana Whakahono ā Rohe prevail.
57. If such an overlap occurs, the Parties will review this Agreement in an endeavour to resolve the matter.

COSTS

58. Unless otherwise stated in this Agreement, or otherwise agreed in writing between the Parties including as regard to the capacity building provisions in this Agreement, the Parties agree to cover their own costs to meet the obligations and commitments of this agreement.

REVIEW AND AMENDMENT OF AGREEMENT

59. The Parties agree that this Agreement is a living document that will be updated and adapted to take account of future developments.
60. The Parties signal their intent to review this Agreement in the future to explore its extension to resource consenting, compliance and enforcement, and freshwater farm planning.
61. The Parties may at any time agree in writing to undertake a review of this Agreement or any part of it.
62. Unless otherwise agreed by the Parties, an initial review will be undertaken no later than two years after the signing of this Agreement.
63. The initial review will be conducted by the Relationship Forum and will include an assessment of those clauses in the Agreement that need to be amended due to any resource management reform.
64. Following the initial review, unless otherwise agreed in writing by the Parties, future reviews of the Agreement will be completed no later than three years after that the previous review (subsequent reviews), in alignment with the Councils' long-term plan development.
65. While the Parties are free to agree the terms of the initial or subsequent reviews, the Parties agree that the intent of the initial and subsequent reviews includes to establish:
 - a. if circumstances for either of the Parties have changed and whether that requires a consequential amendment to the Agreement;
 - b. whether the Agreement is operating as anticipated by the Parties; and
 - c. whether amendments to the Agreement could ensure that it operates more effectively or efficiently.
66. As a result of the review, or otherwise, the Parties may agree in writing to amend the Agreement.
67. This initial and subsequent reviews satisfy the obligation in section 58T(1) and (3) of the RMA.

DISPUTE RESOLUTION

68. If at any time either Party alleges by written notice that a dispute has arisen out of or in relation to this Agreement, the Parties shall initially negotiate in good faith in an attempt to resolve the matter. The dispute resolution process is as follows:
- a. If the Parties cannot reach agreement or if one party considers that there has been a breach of this Agreement, then that party may give notice to the other party or parties that they are in dispute;
 - b. As soon as practicable upon receipt of the notice, the Parties' representatives will meet in good faith to resolve the dispute;
 - c. If the dispute has not been resolved within 20 working days after receipt of the notice, the chief executives of the Parties will meet to work in good faith to resolve the dispute; and
 - d. At any point in the dispute resolution process, the Parties may agree to refer the matter to mediation or another form of alternative dispute resolution.
69. The outcomes of the dispute resolution process may result in, but be not limited to the following, only by agreement of the Parties:
- a. Alteration or termination of this Agreement;
 - b. A review of relevant Council and/or Ngāti Maru policies and processes to check consistency with this Agreement;
 - c. An agreement to review this Agreement at a later date; or
 - d. Additional reporting.

CONFLICTS OF INTEREST

70. A conflict of interest is where a person's position could be used to unfairly gain benefit for another interest.
71. Any Council staff making a decision relating to the implementation of this Agreement will abide by the relevant Council policies for managing conflicts of interest.
72. Any Councillor making a decision relating to the implementation of this agreement will abide by the relevant Council's Code of Conduct.

73. If actual or perceived conflicts of interest arise in relation to any of the Parties which affects the duties and functions of the Parties relevant to this Agreement, then the matter will be immediately highlighted as an issue requiring resolution through to the co-chairs of the Relationship Forum, and a written record of the concern will be created.
74. The Parties, through their respective leadership, will seek to reach a good faith agreement on the most appropriate pathway and timeframe for resolution of any actual or perceived conflict of interest, which will be recorded in writing between the Parties.
75. Upon satisfactory resolution of the actual or perceived conflict of interest, a written record of how the issue was settled will be created and kept, in the interests of transparency and accountability, and for use as a reference for any future issues that arise.
76. Where agreement cannot be reached regarding resolution of the actual or perceived conflict of interest, then the dispute resolution process contained in this Agreement will apply.
77. Where an iwi or Council representative is involved in a resource management process their whakapapa does not in itself constitute a conflict of interest.

TERMINATION AND SUSPENSION

78. This Agreement cannot be unilaterally terminated.
79. The Parties may, at any time, agree in writing to suspend or terminate, in whole or in part, the operation of this Agreement.
80. The scope of any termination must be specified in that written agreement.

COMMENCEMENT AND TERM

81. This Agreement commences on the date it is signed by Ngāti Maru and at least one of the Council Parties and will remain in effect unless suspended or terminated in whole or part by the Parties, as provided under clauses 79.

WAIVER OF RIGHTS UNDER AGREEMENT

82. Ngāti Maru may, at any time, notify a Council in writing that:
 - a. it waives any right provided for in this Agreement; or
 - b. it revokes a notice of such a waiver.
83. The notice given by Ngāti Maru must specify the nature and duration of the waiver.

EXERCISE OF POWER IN CERTAIN CIRCUMSTANCES

84. If a statutory function or power is affected by this Agreement and either an emergency situation arises; or a statutory timeframe for the carrying out of the function or the exercise of the power cannot be complied with under the Agreement:
- a. The Council may perform the function or exercise the power on its own account and not in accordance with this Agreement ; and
 - b. As soon as practicable, the Council must give Ngāti Maru written or electronic notice of the performance of the function or the exercise of the power.
85. In the event that an emergency or statutory timeframe arises, the relevant Council will endeavour where possible to follow the processes set out in this Agreement and invite Ngāti Maru to discuss the options prior to taking action. To be clear, this clause does not prevent a Council party from exercising its powers in accordance with this Part if it decides to do so.

SEVERABILITY

86. In the event that any part or provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such part or provision shall be deemed to be deleted from this Agreement and the remainder of this Agreement shall continue in full force and effect. The illegality, invalidity, or non-enforceability of such part or provision will ultimately be determined:
- a. Through a legislative amendment; or
 - b. In a Court of Law

GOVERNING LAW AND JURISDICTION

87. This Agreement shall be governed by and construed in accordance with New Zealand law.
88. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand for the purpose of hearing and determining any disputes or proceedings arising out of or in connection with this Agreement.

INFORMATION SHARING

89. The Councils will make available to Ngāti Maru all information held by the Councils (subject to the Local Government and Official Information and Meetings Act 1987) where that information is requested by Ngāti Maru for the purposes of assisting them to exercise their mana, rights and responsibilities in respect of this Agreement.
90. Ngāti Maru may make available to the relevant Council, information where appropriate, and when requested by the Council, to enable it to fulfil its obligations under legislation and under this Agreement. Ngāti Maru will not unreasonably withhold information where that information is necessary for the Council to fulfil its obligations under legislation and this Agreement.

SIGNATURES

SIGNED for and on behalf of Te Kāhui Maru Trust by

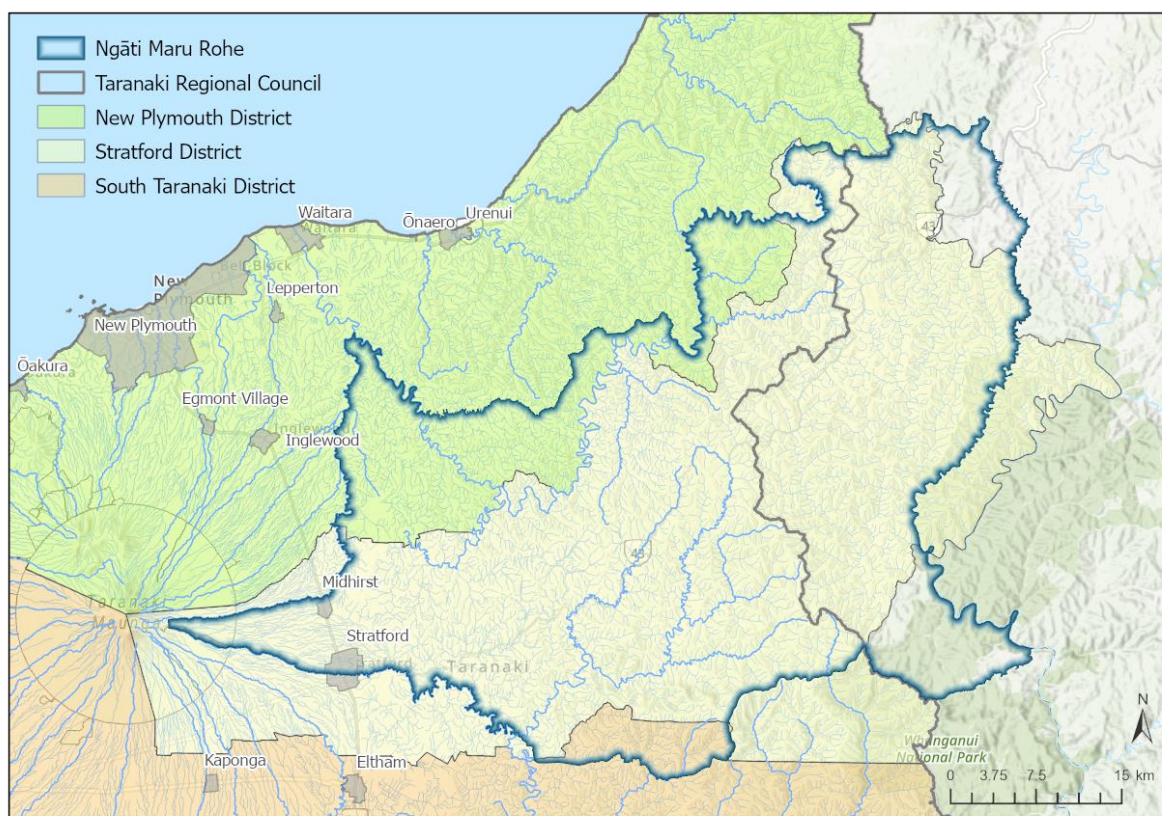
SIGNED for and on behalf of Taranaki Regional Council by

SIGNED for and on behalf of New Plymouth District Council by

SIGNED for and on behalf of South Taranaki District Council by

SIGNED for and on behalf of Stratford District Council by

APPENDIX 1: NGĀTI MARU ROHE



APPENDIX 1: VERSIONS

Version	Details	Date Approved
1.0	Initial final version.	Ngāti Maru: TRC: STDC: SDC: NPDC