Joint Management Agreement (JMA) FOR DUMMIES

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What is this document?

This document is not an attack on Ngāti Tūwharetoa, the Tūwharetoa Māori Trust Board (TMTB), or Taupō District Council. In fact, it's because I support all three that clarity is crucial.

The goal here is simple: to make the draft Joint Management Agreement (JMA) readable to the general public - so all parties, including mana whenua, elected officials, and ratepayers, can see the governance structure being proposed, and understand its full implications.

So here are a few things to contemplate:

1. The Phantom Committee

What it sounds like: A friendly joint group to oversee outcomes.

What it is: A non-statutory decision-making body with equal membership from the Council and the Trust Board.

Clause 41: *'To avoid doubt, the JMA Committee will not be a committee, joint committee, council organisation or council controlled organisation for the purposes of the Local Government Act 2002'.*

Why it matters: It has power but **no legal oversight**. No standing orders. No requirement for public meetings.

Public concern: If this committee isn't formally governed under the Local Government Act, then who ensures transparency? Who holds it accountable? If decisions affect your community, shouldn't you at least be able to see into the room they're made in?

2. Shared Control Over Infrastructure

What it sounds like: Coordination on river health.

What it is: Council staff must identify infrastructure projects and invite the Trust Board to select which ones they want to influence - without a clear limit.

Clause 136: '*Council staff will identify potential projects... and will engage with Trust Board staff for them to identify which projects the Trust Board would like to be involved in'.*

Why it matters: This includes water treatment, stormwater, transport infrastructure, and more - **core assets paid for by you**.

Question to ask: If another unelected body helps shape these decisions, what happens when there's disagreement? Whose voice prevails - and why?

3. Permanent Procedural Control

What it sounds like: Strategic cooperation.

What it is: A rolling 3-year planning cycle that must be jointly developed and implemented.

Clause 30(d): *'[This agreement shall] provide a process for the partners to achieve agreed outcomes through regular joint outcomes planning, including the development and implementation of 3-yearly work plans'.*

Why it matters: This locks in ongoing collaboration with no clear mechanism for public veto.

Public reflection: Should a future Council be bound by obligations it didn't create, with no clear way for ratepayers to reset the arrangement?

4. Enforcement Coordination

What it sounds like: Staff checking in with each other.

What it is: Bi-annual meetings between Trust Board and Council staff to discuss compliance and enforcement.

Clause 49: *'Trust Board staff and Council staff will meet bi-annually to discuss monitoring and enforcement activities...'*

Why it matters: This shapes how rules are applied. Over time, it creates influence over what gets enforced, and how.

Public concern: Even if intentions are good, shouldn't the public be told who is now sitting at the enforcement table - and what values guide their decisions?

5. Open Scope, No Sunset

What it sounds like: A flexible, evolving partnership.

What it is: An agreement with no expiry, and key parts that cannot be terminated.

Clause 164: *'There is no right to terminate this agreement'*.

Clause 165(b): 'Those parts (i.e. *Further Matters*) may be terminated wholly or partly by one party giving the other party 20 working days' written notice'.

Why it matters: The mandatory sections of the agreement - those based on the 2010 Upper Waikato River Act - are legally locked in. These include the foundational co-governance structures, which Council cannot unilaterally exit.

However, the *Further Matters* of clauses 119 to 155 (also referred to as *Extension Matters*) are the parts which expand beyond the Act into broader planning, infrastructure, and resource consenting.

So what's the issue? These *Further Matters* once adopted can become procedurally entrenched - embedded in rolling work programmes and Joint Committees. Without strong public scrutiny, they risk being treated as irreversible. Once signed, they become part of the operating system of Council - without a built-in public review trigger. The parts you *can* exit require time, coordination, and possibly formal consultation to undo.

Civic implication: If a future generation decides this agreement overreached, will they even be able to roll it back without legal acrobatics? There is no sunset clause, and no built-in review by the public. And while parts of it *can* technically be reversed, in practice the architecture is designed to keep expanding.

Final Thought: Who's Steering This, Exactly?

Signing this agreement is like handing the steering wheel to someone in the passenger seat - while you're still paying for the petrol. You're in the vehicle, but no longer guiding where it goes.

This isn't about opposition to Iwi, co-governance, or collaboration. Most residents want good faith partnerships.

But when power is reassigned without open mandate, when a new table is set where only some are invited and none are publicly accountable - we are no longer talking about partnership. We are talking about **precedent**.

A good JMA should do three things:

1. Uphold Treaty obligations to Iwi and mana whenua.
2. Protect democratic accountability for all ratepayers.
3. Operate under transparent, reviewable terms.

As a community member, you have the right to ask:

- Who makes the decisions?
- Where is my vote in this?
- Was I asked before my voice was delegated?

That's not radical - that's civic literacy.

The JMA might be legally drafted and spiritually rich. But if it's procedurally opaque and democratically untested, it fails the first duty of local governance: **to serve the public visibly, accountably, and on terms they understand**.

If this feels like too much, too fast, you're not alone. Speak up. Write to your Councillors. Show up to the **July 31 Council meeting**. This is your district, and this is your vote - whether they let you cast it or not.

Read the document. Ask the questions. Because silence now becomes consent later.

If the price of partnership is silence, then it's not partnership - its **abdication.**

Frequently Asked Questions

Q: Isn't this all just about protecting the Lake?

That's the claim. But if that were truly the priority, the focus would be on environmental outcomes - not on embedding a parallel, unelected governance structure.

Protecting the Lake and protecting democratic process are not mutually exclusive.

We've even been told that 'this is how Council already works' - but that doesn't make the model flawless. For example, the $20M Turangi Wastewater Land Disposal scheme has been advanced despite it not being required for environmental reasons, and with limited public explanation.

If opaque decision-making is already occurring, the JMA risks entrenching more of the same - without clearer safeguards.

Q: Why is this JMA even necessary?

A Joint Management Agreement (JMA) between Council and the Tūwharetoa Māori Trust Board is legally required under the 2010 Waikato-Tainui Settlement Act. That obligation focuses on shared responsibilities for the health and management of the Upper Waikato River.

However, the current draft JMA goes well beyond that legal requirement. It includes a range of 'Further Matter' - such as infrastructure planning and shared enforcement - which are not mandated by legislation but were included at Council's discretion.

These additional powers and responsibilities deserve public visibility and discussion, particularly given their long-term implications for governance, resources, and local voice.

Q: Why is this JMA so much broader than previous agreements, or than others around the country?

Because on 24 September 2024, during a Council meeting (Item 5.4), elected members voted - by majority - to include a wide range of additional, optional elements into the agreement at the request of the Tūwharetoa Māori Trust Board (TMTB).

These elements appear under the 'Further Matters' section (Clauses 118–155), which in earlier drafts were more clearly labelled 'Extension Matters'.

This wasn't staff-led or automatic. It was a political choice - opposed by Councillors Campbell, Shepherd, Rankin, Greenslade, and Parks.

The meeting minutes even noted:

'Some members were not comfortable with recommendation three of the report (to include the additional items) and felt that by agreeing to it, it could damage the relationship further down the track if changes were made'.

The full meeting and discussion can be viewed here (starting at 39:24)

Q: Has anything like this JMA been done before?

Yes. In 2016, Waikato Regional Council signed a Joint Management Agreement with the TMTB to co-manage Taupō Waters under the Upper Waikato River Act. It included joint decision-making over consents, planning, and environmental monitoring. Just like this time around, there was little public awareness and no public vote.

This proposed TDC–TMTB agreement builds on that - but significantly expands the scope to include land, infrastructure, and resource management across the district.

Q: What is the Tūwharetoa Māori Trust Board (TMTB)?

The Tūwharetoa Māori Trust Board (TMTB) is a statutory corporate body established under the Māori Trust Boards Act 1955. It manages assets on behalf of registered beneficiaries of Ngāti Tūwharetoa, and its directors are elected by those beneficiaries.

It is not an Iwi, and it is not a universal voice of mana whenua. It is also not the same as being elected by the general public, nor does the Board operate under the same transparency obligations as local government. Board elections in 2024 saw less than 25% turnout among eligible voters, meaning that many hapū members may not feel fully represented. Yet the draft JMA would grant this unelected board significant influence over planning and infrastructure decisions that affect everyone - including what may amount to de facto veto power on key issues.

When agreements like the JMA are developed, both councils and Iwi entities have a responsibility to engage with their people. Councillors are elected to represent residents. Iwi leaders are expected to represent their hapū and whānau. Transparency, communication, and collaboration are essential on all sides.

Q: Does the Trust Board legally 'own' the water in Lake Taupō?

No.

Clause 15 of the draft agreement states that TMTB is 'the trustee and legal owner of the bed, water column and air space of Taupō Waters'.

However, while the Trust Board owns the **lakebed**, **water** is not privately owned under New Zealand law. It is managed as a public resource under the Resource Management Act 1991.

This language – 'ownership of the water column' - is both legally ambiguous and politically loaded. It risks misleading the public into thinking the water itself is privately owned.

Owning the land under the lake is one thing. Claiming control of the water that flows through it is another.

Q: Why is public input important if this is a Treaty obligation?

Upholding the Treaty is a responsibility for all of us. But even when obligations are grounded in law, how those obligations are fulfilled still matters.

Agreements like the JMA shape how power is shared, how infrastructure is managed, and how decisions are made for years to come. When done in isolation - by either side - they risk losing community support.

Involving hapū, residents, and ratepayers doesn't weaken the Treaty - it strengthens the partnership.

Q: Why is this being done now - and so quietly?

That's part of the concern. The process has been fast-tracked without public forums, mailed summaries, or plain-English outreach.

On 16 July 2025, central government issued a directive for councils to pause Resource Management Act plan changes pending new legislation – but this directive has not yet taken affect. That pause makes now a uniquely vulnerable moment - perfect for embedding sweeping structural changes without public or legislative scrutiny.

If the JMA is so beneficial, why not wait for the new legal framework - or engage the public fully?

Q: Why doesn't the government step in?

Because under current law, councils are legally allowed to enter into these kinds of arrangements without needing central approval.

That's the gap: local politicians can devolve real decision-making power without a referendum or binding vote.

If that concerns you, the only remedy is civic - not legal. Change the people making the decisions - or demand Parliament tighten the law. Until then, **your silence is their permission**.

Q: What are Section 33 transfers of power, and can they happen without public input?

Section 33 of the Resource Management Act (RMA) allows councils to transfer specific statutory functions - such as consenting or monitoring - to another public authority. This can include Iwi authorities, council-controlled organisations, or other government bodies.

The draft JMA refers to exploring whether any of these functions might be shared or delegated in the future. Any such transfer would require Council to consult the public under the RMA, although the law doesn't require public feedback to be acted on.

The important point is this: nothing in the draft JMA confirms or finalises a transfer of powers. Instead, it opens the door for future investigation. That's why it's essential that any further steps - if they occur - are done with full transparency, clear communication, and genuine public engagement.

This is not about opposing Iwi involvement. It's about ensuring that any future decisions that affect how public powers are exercised are made with the public - not ahead of them.

Q: Is this about opposing Iwi authority or Māori leadership?

No.

This is about ensuring that **any entity** - Crown, Iwi, or corporate - that shares power over public resources is subject to transparent, democratic oversight.

Respecting Treaty obligations and demanding civic accountability are not in conflict. They're both essential to durable partnership.

Q: Isn't this really about honouring kaitiakitanga and partnership? Why resist that?

Kaitiakitanga - stewardship and guardianship - is a deeply held Māori concept rooted in responsibility for land and water. Honouring that matters. But partnership doesn't mean silence, and stewardship doesn't mean unchecked power.

A strong partnership should:

- Recognise mana whenua relationships with place
- Respect democratic accountability for all affected communities
- Be transparent, reviewable, and grounded in law

This isn't about resisting values. It's about ensuring those values are exercised within structures the whole community can trust. True stewardship thrives in sunlight, not behind closed doors.

Q: Why is July 31 important?

Because that's when Taupō District Council plans to vote on adopting the replacement JMA.

Despite its scale and implications, no public consultation or binding referendum will occur before the vote.

Once passed, the agreement takes immediate effect - and becomes part of Council's operating structure.

Q: What's your real agenda here?

Simple: transparency and accountability.

I support cooperation with Iwi. But believe that **democracy, due process, and public oversight must never be optional**.

This agreement was negotiated largely in private, extends far beyond its legal requirements, and lacks a public mandate.

Document prepared for public awareness and media transparency. Share it. Print it. Ask better questions. That's not opposition - its participation.