

**BEFORE THE ENVIRONMENT COURT
AT AUCKLAND**

**I MUA I TE KŌTI TAIAO O AOTEAROA
KI TĀMAKI MAKĀURAU**

IN THE MATTER of the Resource Management Act 1991 (**the Act**)

AND of appeals under s 120 of the Act

BETWEEN RONGOWHAKAATA IWI TRUST
(ENV-2018-WLG-000118)

NGĀTI ONEONE, NGĀTI POROU
SEAFOOD, TE AITANGA A MĀHAKI IWI
TRUST, TE RŪNANGA O TŪRANGANUI A
KIWA

(ENV-2018-WLG-000119)

Appellants

AND GISBORNE DISTRICT COUNCIL

Respondent

AND EASTLAND PORT LIMITED

Applicant

Chief Environment Court Judge DA Kirkpatrick sitting alone under s 279 of the Act
IN CHAMBERS at Auckland

CONSENT ORDER

A: Under s 279(1)(b) of the Resource Management Act 1991, the Environment Court, by consent, orders that:

- (1) the appeals are allowed subject to the amendments set out in this order.
- (2) the appeals are otherwise dismissed.

B: Under s 285 of the Act, there is no order as to costs.



REASONS

Introduction

- [1] These appeals relate to a decision by Gisborne District Council to grant resource consents to Eastland Port Limited to undertake various activities related to:
- (a) The redevelopment of wharves 6 and 7 at the Port of Gisborne (**The wharves consents**); and
 - (b) The redevelopment and remediation of a slipway at the Port of Gisborne (**The slipway consents**).
- [2] The appeal by Ngāti Oneone, Ngāti Porou Seafoods, Te Aitanga a Māhaki Iwi Trust and Te Rūnanga o Tūranganui a Kiwa sought amendments to the conditions of consent to:
- (a) Protect the physical, cultural and spiritual integrity of Te Toka a Taiau and its marine environment;
 - (b) Provide artificial habitats for juvenile kōura; and
 - (c) Include the mauricompass.com framework in the conditions.
- [3] Rongowhakaata's appeal sought amendments to the conditions of consent to address its concerns that the consents failed to recognise and provide for the relationship of Rongowhakaata's iwi with its marine and coastal environment, mana whenua interests, values, rights and responsibilities.

The agreement reached

- [4] Two agreements were reached between the parties that have been amalgamated into this single order and agreed to by all parties.¹
- [5] A summary of the changes agreed to by all the parties is set out below.



¹ The first agreement between the parties was reached in December 2019, and was agreed to by all parties except for Ngāti Oneone. The interests of Ngāti Oneone were resolved in July 2020. This consent order sets out both agreements. All parties agree the amendments set out in this order resolve the interests of all the appellants and both appeals in full.

Hapū Involvement in the consents – Te Tai Uru

- [6] The Council's decision included conditions requiring the establishment of a Kaitiaki Partnership Group to provide a forum for Eastland Port and tangata whenua to discuss matters related to the consents and the future development of the Port. The parties have agreed to promote that condition within the consent conditions (to be Condition 4 of the wharves and slipway consents) and to amend the nature and operation of the Group.
- [7] In addition the parties have made changes to a number of conditions to ensure Te Tai Uru is:
- (a) Involved in, and given an opportunity to make recommendations in relation to, the preparation of various plans, management plans and reports required by the conditions of consent; and
 - (b) Provided with copies of the notices and documents that are submitted to the Council.
- [8] The parties have also agreed to make amendments to the review conditions to enable the Council to review the consents where Te Tai Uru has made a recommendation (relating to the mitigation of adverse cultural effects arising from the exercise of the consents) and that recommendation has not been addressed by Eastland Port.

Juvenile Kōura mitigation conditions

- [9] The parties have agreed to a number of changes to the conditions of the wharves consents that relate to juvenile kōura and the design and deployment of artificial juvenile kōura settlement devices.

Sediment dredging conditions

- [10] The parties have agreed to a range of changes to the wharves consents that relate to the conditions that apply to the sediment dredging and disposal activities.



Terms of consents

- [11] The parties have agreed to a number of changes to the wharves consent conditions as they relate to the terms of consent for various authorised activities. The changes clarify that:
- (a) The reclamation and associated use activities are for an unlimited term.
 - (b) The stormwater discharge consent expires on the same date as a separate consent held by Eastland Port in relation to the wharfside logyard.
 - (c) The maintenance dredging and disposal activities consents expire 10 years from the date of commencement (or upon the earlier grant of another consent for maintenance dredging in the harbour basin).
 - (d) The consents related to capital dredging and disposal activities, wharf construction, discharge of runoff containing contaminants to land and water from the earthworks, and site remediation activities expire five years from the date of commencement.

Ngāti Oneone

- [12] Ngāti Oneone's interest in its appeal concerned the avoidance of adverse effects on Te Toka a Taiau and juvenile kōura habitat. To address these concerns Eastland Port and Ngāti Oneone have agreed that the consents be amended to reduce the area of capital dredging and retain most of the existing piled Wharf 6 structure.

Consideration

- [13] In making this order the Court has read and considered the appeals and the joint memorandum of the parties dated 30 October 2020.
- [14] The Court is making this order under s 279(1)(b) of the Act, such order being by consent, rather than representing a decision or determination on the merits pursuant to s 297. The Court understands for present purposes that:
- (a) All parties to the proceedings have executed the memorandum requesting this order; and

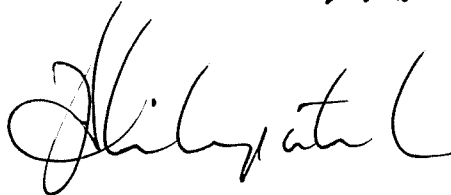


- (b) All parties are satisfied that all matters proposed for the Court's endorsement fall within the Court's jurisdiction, and conform to relevant requirements and objectives of the Act.

Order

- [15] Therefore the Court orders, by consent, that consents LU-2017-107936-00, CD-2017-107937-00 and LL-2017-107938 relating to the wharf 6 and 7 redevelopment and LU-2017-107945-00, CD-2017-107944-00, DW-2017-107943-00 and DL-2017-107942-00 relating to the slipway redevelopment are amended as set out in **Appendix A**.
- [16] This order resolves appeals ENV-2018-000-118 and ENV-2018-000-119 in full.
- [17] For clarity, **Appendix B** contains copies of the replacement plans referred to in Condition One to Consents LU-2017-107936-00, CD-2017-107937-00 and LL-2017-107938.
- [18] There are no issues as to costs in relation to this order.

DATED at Auckland this *2nd* day of *December* 2020



D A Kirkpatrick
Chief Environment Court Judge



APPENDIX A – CONDITIONS OF CONSENT

Additions shown as underlined, deletions shown with ~~strikethrough~~



CONDITIONS – SLIPWAY

Consent references: LU-2017-107945-00, CD-2017-107944-00, DW-2017-107943-00, DL-2017-107942-00

1 General Conditions (All Resource Consents)

The construction and operation of the redeveloped slipway shall be carried out in general accordance with the following resource consent application documents and plans; except where the proposal is modified by, or is required to comply with, any specific conditions of the resource consents.

Report of or Plan	Prepared by:	Reference No	Version	Date
Slipway Redevelopment Assessment of Environmental Effects	4Sight Consulting		Final	5-11-17
Slipway Upgrade Engineering Report	Worley Parsons	301311-GE REP 008E	Final	13 -09-17
Slipway Redevelopment Contaminated Site Detailed Site Investigation	4Sight Consulting		V2.0	20-06-17
Slipway Redevelopment Contaminated Site Management Plan	4Sight Consulting		V1.0	July 2017
Heritage Inventory and Whole of Port Archaeological Assessment	InSitu Heritage Ltd			30- 09- 15
Slipway Redevelopment Assessment of Environmental Noise and Vibration Effects	Malcolm Hunt Associates	974-18/06/5		September 2017
Slipway Redevelopment Ecology and Water Quality Effects Report	4Sight Consulting		V2.1	15-09-17
Existing Topographic Survey	Worley Parsons	301015-03380-MA-DSK-023	B	01-06-17
Reclamation Areas (Preferred Option)	Worley Parsons	301015-03380-MA-DSK-024	B	19-07-17
MHWS Existing & Preferred Option	Worley Parsons	301015-03380-MA-DSK-025	A	16-06.17
Proposed Work (Preferred Option)	Worley Parsons	301015-	C	16-06-17



Report of or Plan	Prepared by:	Reference No	Version	Date
		03380-MA-DSK-026		
Typical Sections (Preferred Option)	Worley Parsons	301015-03380-MA-DSK-027	B	01-06-17
Net Level & Volume Changes (Preferred Option)	Worley Parsons	301015-03380-MA-DSK-028	C	14-06-17
Slipway Surface 3D View (Preferred Option)	Worley Parsons	301015-03380-MA-DSK-029	C	14-06-17
Proposed Work (Option 1)	Worley Parsons	301015-03380-MA-DSK-030	B	01-06-17
Typical Sections (Option 1)	Worley Parsons	301015-03380-MA-DSK-031	B	01-06-17

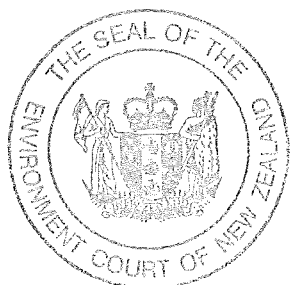
2 This consent is granted by the Council, subject to its servants or agents being permitted reasonable access to the relevant parts of the site at all reasonable times for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples. Wherever possible, reasonable prior notice is to be given by the Council to the Consent Holder in order to address health and safety requirements.

3 Any costs incurred in the Council's monitoring, supervision and enforcement of any or all of the conditions of this consent are to be fully met by the Consent Holder pursuant to Section 36 of the Resource Management Act 1991.

4 **Te Tai Uru Membership**

(a) Within two months of the commencement of the resource consents the Consent Holder shall provide an offer in writing to the following hapū to establish and maintain a group that shall be referred to as Te Tai Uru:

- (i) Ngāti Oneone
- (ii) Ngāi Tāwhiri
- (iii) Whānau a Iwi
- (iv) Ngāti Maru



(v) Ngāti Rangitauwhiwhia

(vi) Ngāti Kahutia

Advice Note:

The above is not intended to be a statement of mana whenua status.

Ngāti Oneone has indicated that they do not wish to join Te Tai Uru however the Consent Holder wishes to extend the invitation.

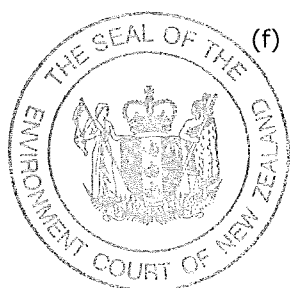
- (b) Each of the hapū identified in condition 4(a) may nominate two representatives as members of Te Tai Uru. The Consent Holder and the Council may also each nominate two representatives as members to Te Tai Uru.

Protocol and Establishment

- (c) As soon as practicable after acceptance of the offer by one or more of the hapū (**Accepting Hapū**) a Protocol establishing Te Tai Uru shall be agreed and executed by the Consent Holder, the Accepting Hapū and the Council representatives. The Protocol shall set out the following, as a minimum:
- (i) The role, purpose and functions of Te Tai Uru in accordance with conditions 4(f), 4(g) and 4(h);
 - (ii) How Te Tai Uru intends to carry out its functions, including the process for convening meetings by either the Group or Consent Holder, and the format of Te Tai Uru meetings;
 - (iii) The selection process for an independent Group Facilitator, including the identification of essential qualities or experience, and the role of the independent Group Facilitator;
 - (iv) The role of the Council with respect to Te Tai Uru;
 - (v) The rates of remuneration for members of Te Tai Uru, which shall provide for an annual payment for each representative to prepare for and attend all Group meetings [in accordance with condition 4(v)]; and
 - (vi) The process for agreeing, in advance, estimates of costs for the preparation of Cultural Values and Relationships Framework(s) and Cultural Impact Assessment(s) anticipated in this condition.
- (d) Te Tai Uru will be established when the Accepting Hapū, the Consent Holder and the Council members agree and sign the Protocol.
- (e) The Protocol can be amended by agreement of Te Tai Uru. In the event that additional Accepting Hapū join Te Tai Uru, the Protocol is to be reviewed by Te Tai Uru.

Role and Purpose

- (f) The role of Te Tai Uru shall be to provide a forum to discuss matters of interest relating to the redevelopment of the Eastland Port in accordance with these



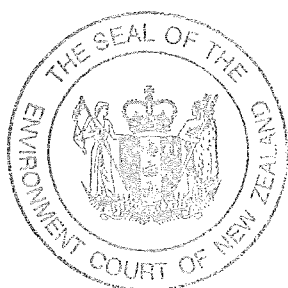
resource consents and with other subsequent resource consents associated with the Anticipated Twin Berths Applications.

Note: The "Anticipated Twin Berths Applications" are the resource consent applications anticipated to be applied for by the consent holder to authorise the following works which are intended to enable two 200m long vessels to operate safely at the port at the same time:

- extension of wharf 8
- reclamation at the Southern Logyard
- breakwater repairs; and
- associated port-wide capital and maintenance dredging (excluding such dredging authorise by the current consents).

In these consent conditions, "these consents" refers to the present consents relating to Slipway consents (LU-2017-107945-00, CD-2017-107944-00, DW-2017-107943-00, DL-2017-107942-00) and does not refer to the Anticipated Twin Berths Applications.

- (g) The purpose of Te Tai Uru shall be to:
- (i) recognise and provide for the kaitiakitanga responsibilities of the Accepting Hapū as being an integral part of the redevelopment of the Eastland Port under these resource consents and the Anticipated Twin Berths Applications;
 - (ii) acknowledge and provide for the importance of the landform, sites of cultural significance, and the mauri of the water bodies within and surrounding the port area, as tāonga to the Accepting Hapū;
 - (iii) facilitate involvement of the Accepting Hapū in:
 - (A) the implementation of these consents;
 - (B) the preparation of resource consent applications associated with the Anticipated Twin Berths Applications;
 - (iv) assist in identifying potential opportunities for some involvement of the Accepting Hapū in the wider, long term activities of the port;
 - (v) facilitate and encourage the sharing and mutual understanding of scientific knowledge and Mātauranga Māori; and
 - (vi) facilitate processes to manage actual or potential impacts on the interests, values, rights and responsibilities of the Accepting Hapū that may arise from implementation of these consents and the Anticipated Twin Berths Applications;
- (h) Te Tai Uru shall exercise its purpose by:
- (i) establishing a port-wide **Cultural Values and Relationships Framework (CVRF)** in accordance with Conditions [4 (m) – (q) below; and



- (ii) in relation to these consents:
 - (A) reviewing and providing input into the development of management plans and monitoring reports required under these consents; and
 - (B) making recommendations to mitigate impacts on the interests, values, rights and responsibilities of the Accepting Hapū arising from the exercise of these consents (which may include monitoring).
- (iii) in relation to the Anticipated Twin Berths Applications, preparation of Cultural Impact Assessment(s) to inform the resource consent applications in accordance with Conditions [4(r) - (t)] below:
- (iv) identifying and recommending opportunities for the inclusion of applicable cultural site memorial structures; and
- (v) managing any cultural ceremonies associated with the Port and its associated activities.

Meetings

- (i) The first Te Tai Uru meeting shall be held as soon as practicable after the establishment of Te Tai Uru.
- (j) For the first six years following the commencement of these consents, Te Tai Uru shall meet no less than two times per calendar year], as necessary to provide input into any management or monitoring plans and reports required under these consents. Thereafter, Te Tai Uru shall meet as required to carry out specific functions of Te Tai Uru identified under the conditions of these consents.
- (k) The Consent Holder shall:
 - (i) unless the documents relate to urgent or unanticipated matters, use best endeavours to provide any agenda papers and relevant documents for discussion at the meeting to the members at least 20 working days prior to any meeting;
 - (ii) take minutes of Te Tai Uru meetings, to be forwarded to members and the Council within 10 working days of a meeting for those members to confirm they are a true and accurate record;
 - (iii) once confirmed by the members in attendance at the relevant meeting, make minutes publicly available on the Eastland Port website (except for any sensitive information that all members agree shall be withheld); and
- (l) The Consent Holder shall also invite hapū members of Te Tai Uru (or if not yet established, a representative of each of the hapū identified in condition [4(a)]) to meetings of the Port Community Liaison Group and the pre-start meeting on the site required under condition [12].



Cultural Values and Relationships Framework

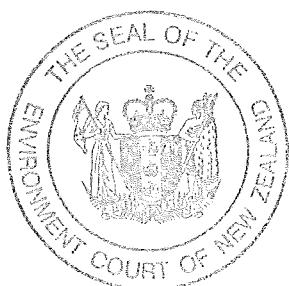
- (m) Prior to the commencement of works under these consents, the Consent Holder shall offer to engage Te Tai Uru (excluding Council), or where Te Tai Uru has not yet been established, the hapū identified in condition 4(a), to prepare a CVRF. The Consent Holder shall use reasonable endeavours to support the finalisation of the CVRF as soon as possible, and no later than the advance of the Anticipated Twin Berths Applications.
- (n) The purpose of the CVRF is to inform the Consent Holder and all persons involved in the Port and its operations about the relevant hapū interests, relationships, values, rights and responsibilities.
- (o) The CVRF shall include a description of the relationships the hapū have with the land and waters within and near to which the consent holder conducts its port activities, and of the particular values associated with these relationships and areas. Relationships may include those of a traditional or contemporary nature, and any customary or statutory rights and responsibilities. Values may include (but are not limited to) those associated with mauri, wairuatanga, rangatiratanga, kaitiakitanga, whanaungatanga, manaakitanga, mahinga mataitai, and rahui.
- (p) The CVRF may consist of several sub-frameworks developed by the different Accepting Hapū to recognise the unique and diverse interests of the different groups.
- (q) The CVRF may be amended as required, with the agreement of the hapū to which the relevant aspect of the CVRF relates.

Cultural Impact Assessment

- (r) Prior to submitting any of the Anticipated Twin Berths Applications, the Consent Holder shall offer to engage Te Tai Uru (excluding Council) to prepare a Cultural Impact Assessment (CIA).
- (s) The CIA may consist of sub-assessments developed by each the different Accepting Hapū to recognise the unique and diverse interests of the different hapū.
- (t) The purpose of the CIA is to assess and define the effect(s) of proposed activities on the relationships and values described in the CVRF and where appropriate recommend measures which may remedy, mitigate and/or avoid any adverse effects on those values and relationships

Administrative and Financial

- (u) The Consent Holder shall facilitate the administration of each meeting of Te Tai Uru, including by providing a meeting venue.
- (v) For six years following the commencement of these consents, the Consent Holder shall provide an annual payment to meet the reasonable costs incurred by the hapū members for providing the services required of them by these consents, including preparation for and attendance at Te Tai Uru meetings. Such



annual payment shall be made to the relevant hapū and shall not exceed [\$5,000] (excl GST) per member for each year of the operation of Te Tai Uru for their services under both these conditions and the conditions applicable to the [Wharf 6 and 7 consents]. Thereafter, the Consent Holder shall support the reasonable costs of Te Tai Uru performing its functions under these consents up to a total annual cost of [\$2,500] per member, subject to any alternative arrangement agreed or confirmed in or by way of amendment to the Protocol established under condition 4(c).

- (w) In the event that the hapū members of Te Tai Uru agree on a consensus basis that Te Tai Uru requires independent technical expert advice to fulfil its functions under these consents relating to matters concerning water quality, marine ecology or hazardous substances in dredging sediments, the Consent Holder shall make independent technical expert advice available to Te Tai Uru. The Consent Holder shall meet the reasonable costs of that advice, subject to that advice being reasonable and necessary to fulfil Te Tai Uru's functions in relation to the listed matters, and to scope of work and estimates having been provided and agreed to by the Consent Holder in advance. The Consent Holder's costs in relation to such expert advice shall not exceed \$50,000 in any calendar year in total under both these conditions and the conditions applicable to the [Wharf 6 and 7 consents].

Advice Note:

This condition 4(w) is intended to provide for the assessment of technical issues raised by Accepting Hapū.

Note: The applicant has offered this condition in accordance with the Augier principle and agrees to be bound by them.

5 Port Community Liaison Group (PCLG)

The Consent Holder shall maintain a Port Community Liaison Group (**PCLG**) to provide an ongoing point of contact between the Consent Holder, the Council, adjacent landowners and occupiers and the community, in relation to the redevelopment of the slipway and to ensure that channels of communication are kept open. The Consent Holder shall send invitations for the first meeting of the PCLG within 20 working days of the commencement of this consent.

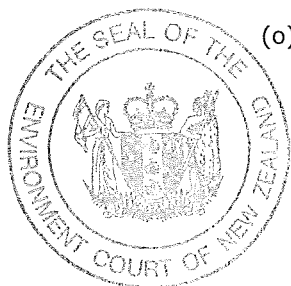
Advice Note:

An independent chair is recommended for the PCLG to ensure that there is independence with the running and co-ordination of the meetings and the topics under discussion. Ultimately any decision of an independent chair can be made by the members of the PCLG given this is a voluntary membership group.

- 6 The Consent Holder shall invite a representative of the Council and of all the persons who lodged a submission on the application for this consent to attend the first meeting of the PCLG. At the time of this invitation the Consent Holder shall ask such persons whether they wish to receive further invitations to the PCLG meetings. If a positive response is received (whether by mail, email, telephone message or in person), that person shall be invited to PCLG meetings until the Consent Holder is advised that such invitations are no longer desired. The Consent Holder may also invite any other persons to provide assistance and to attend PCLG meetings.



- 7 The Consent Holder shall provide a venue for PCLG meetings, chair the meetings and ensure that minutes are taken and circulated to attendees. Invitations to PCLG meetings shall be sent four (4) monthly during the term of this consent (with 10 working days' notice given of the date, time and venue of the next PCLG meeting), unless the PCLG agrees by a majority vote at a PCLG meeting to reduce the frequency of meetings. The Consent Holder shall make available all minutes of the PCLG meetings in a public accessible area of the Eastland Port website.
- 8 An invitation to a special PLG meeting shall be sent by the Consent Holder at least 30 working days prior to the commencement of earthworks, so that the PCLG can be informed about the proposed construction works and timetable, and any attendees can be provided with a copy of any draft or certified Construction Management Plan available at that time.
- 9 **Construction Management Plan (CMP)**
Not less than 30 working days prior to commencement of construction works onsite, the Consent Holder shall submit to the Council's Consents Manager, for certification a Construction Management Plan (CMP) demonstrating how the wharf redevelopment is to be constructed in accordance with the relevant consent conditions, including the following matters:
- (a) Contractor(s), key personnel and contact details;
 - (b) Consent holder project manager and contact details;
 - (c) Construction hours, programme and methods;
 - (d) Compliance with consent conditions;
 - (e) Engineering plans of the proposed works;
 - (f) Soil contamination and any required Remediation Action Plan and Validation reporting and associated management measures;
 - (g) Building demolition and removal of associated materials;
 - (h) Construction materials and storage, including refuse;
 - (i) Earthworks management, erosion and sediment control;
 - (j) Stormwater treatment and discharge methods;
 - (k) Construction dust;
 - (l) Construction traffic management and parking following consultation with adjacent property owners/occupiers and the Council/road managers;
 - (m) Construction noise and vibration, including any best practicable options;
 - (n) Accidental archaeological discovery procedures;
 - (o) Communication with the Council;



- (p) Communication with adjacent landowners and occupiers;
- (q) Communication with the Port Community Liaison Group;
- (r) Procedures for dealing with any complaints including contact details for all periods where construction activities are taken place;
~~Biosecurity methodology prior to, and during construction);~~
- (s) Marine Pest Management Plan;
- (t) Disposal and waste and removed piles (including decontamination procedures);
~~and~~
- (u) Procedures for dealing with emergencies; and
- (v) Detail of engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented, and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Note:

If the Council fails to respond to the request to certify the CMP within ~~twenty~~20 working days, the CMP can then be assumed to be certified.

10 **Marine Pest Management Plan**

The following conditions shall apply to the exercise of consent and shall also be adopted into the CMP.

Not less than 30 working days prior to the commencement of construction works on-site the Consent Holder shall submit to the Council's Consents Manger, a Marine Pest Management Plan (MPMP) developed in conjunction with Ministry of Primary Industries and Gisborne District Council, demonstrating how the redevelopment of Wharves 6 and 7 is to be constructed and managed in accordance with the relevant consent conditions. This shall be provided as an appendix to the CMP required by Condition ~~89~~. It will include the following matters:

- (a) Pre-construction site dive survey;
- (b) Management of sediment discharges to the off shore disposal ground to avoid or mitigate the effects of spreading any pest organism present in sediment dredged from the port basin;
- (c) Management of materials reused on site;
- (d) Management of materials removed from site for recycled and/or future use;
- (e) Management of materials removed from site for disposal;
- (f) Procedures to ensure all vessels and equipment entering Gisborne District waters are sufficiently cleaned and antifouled; ~~and~~



- (g) Procedures to ensure all machinery and equipment used during construction are cleaned so that no fluid or materials drain into the marine environment; and
- (h) Detail of engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented, and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Notes:

The MPMP will form part of the CMP and be submitted to Council at the same time.

If the Council fails to respond to the request to certify the Marine Pest Management Plan within twenty20 working days, the Management Plan can then be assumed to be certified.

- 11 Any amendment to the CMP as the Consent Holder deems necessary to undertake construction works onsite, shall only be made with prior written approval of the Consents Manager.
- 12 **Construction Activity Notification and Monitoring**
No less than five working days prior to commencement of construction works the Consent Holder shall hold a pre- start meeting on the site to which representatives of Council and contractors are invited.
- 13 A sign shall be placed on the site perimeter fence(s) adjacent to The Esplanade with the name and contact number of the Construction Site Manager or person appointed to discuss any concerns regarding the environmental effects of the construction activities.
- 14 The Consent Holder shall keep a record of any complaints received during construction and the action(s) taken, whether received direct from the complainant or advised by the Council or its agent. The complaint records shall be made available to the Council upon request.
- 15 **Changes to Engineering Design and Methodology**
Any changes to the engineering design or methodology that may have implications in terms of the consent conditions and/or management plans shall be notified to Council's Consent Manager and Te Tai Uru as soon as these are identified.
- 16 The Consent Holder shall obtain any necessary building consent(s) before any associated building construction occurs. All building works shall be engineer designed by a CPEng engineer with calculations, design and a PS1 Producer Statement submitted with the building consent application. A geotechnical report completed by a suitably qualified geotechnical professional shall also be included with the building consent applications. The geotechnical report and associated building designs may be subject to peer review.

Advice Note:

The Peer review will be at the Consent Holder's expense. The building consent(s) must be submitted within sufficient time to allow for processing and issuing before the work is intended to start. If work commences before the building consent for the works has been issued it will be subject to the stop work provisions of the Notice to Fix Procedures of the Building Act.



17 **Earthworks, Erosion and Sediment Control (EE&SCP)**

Not less than 30 working days prior to commencement of construction works onsite, the Consent Holder shall submit to the Council's Consents Manager, for certification an Earthworks, Erosion & Sediment Control Plan (**EE&SCP**). The EE&SCP shall cover the following matters:

- (a) The staging of the earthworks, sheet piling and reclamation works;
- (b) The location and extent of the temporary land based drying and storage areas;
- (c) The temporary silt control measures to be taken to eliminate/minimise the discharge of silt laden runoff into the coastal marine area; ~~and~~
- (d) The protocols surrounding the use of a geotextile curtain to confine the silt laden runoff associated with the activities to the immediate works area within the coastal marine area; and
- (e) Detail of engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented, and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Notes:

The EE&SCP will form part of the CMP and be submitted to Council at the same time.

If the Council fails to respond to the request to certify the EE&SCP within ~~twenty~~20 working days, the EE&SCP can then be assumed to be certified.

- 18 Earthworks on the site shall be undertaken in a manner to control silt contaminated stormwater in accordance with the Auckland Council's Erosion and Sediment Control Guide for Land Disturbing Activities in the Auckland Region (GD05) 2016 or any update of that guide.
- 19 Temporary silt detention controls shall be installed where there is a potential discharge effect from land disturbance to the coastal marine area.
- 20 Apart from minor maintenance work, earthworks shall not be conducted during the period of 1 June to 30 September inclusive, of any year that this consent is current, unless Council approved erosion and sediment control measures are in place.
- 21 All cut material from the earthworks that is not re-used on site shall be removed from the site and deposited in an appropriately permitted fill disposal location or stockpiled at a suitable site with appropriate controls for future use.

Advice Note:

This consent does not cover fill placement, spoil disposal, or earthworks outside the consent area as depicted on the plans received in the application. The fill material carted off site, may require a separate land disturbance consent for disposal of fill material unless the disposal is at an already approved 'bulk fill' or 'clean fill' site, unless it is permitted under the ~~Tairāwhiti~~Tairāwhiti Resource Management Plan.



- 22 All disturbed areas (excluding cut faces) of land resulting from the activity shall be hard surfaces or have a groundcover established to the satisfaction of the Council, such as by mulching, hydro-seeding or by sowing in a grass/legume seed mix or other methods, during the Autumn or Spring immediately following the completion of the activity, whichever is the sooner and again as needed to give an erosion resistant cover within 12 months of the land disturbance ceasing.
- 23 An 'as built' earthworks plan, and an earthworks completion report with photographs recording various stages of construction, shall be submitted to the Council for approval, within sixty (60) working days of the completion of earthworks. This shall include and show (but is not limited to) areas of cut and fill; volumes of fill; and drainage installation.
- 24 At all times, the timing of construction shall be restricted to a period when ground conditions are such that spoil can be excavated and compacted, and that stripping, benching and filling can occur without wheeled vehicles causing rutting or puddling greater than 300mm deep.
- 25 **Contaminated Site Management**
- 26 The Consent Holder shall undertake works in accordance with the 4Sight Slipway Redevelopment Contaminated Site Management Plan (**CSMP**) dated July 2017. Any amendments to the CSMP shall be submitted to the Council for certification, at least one (1) week before any earthworks and associated remediation works are undertaken.
- 27 The Consent Holder shall finish the slipway in accordance with the Post Remediation Works Validation Report (PRWVR) with a suitably engineered cap. The maintenance of the slipway shall be included in the PRWVP.
- 28 The Consent Holder shall submit a ~~Post Remediation Works Validation Report (PRWVR)~~ the PRWVR to the Council within 40 working days of the earthworks and associated remediation works being completed. The PRWVR shall be prepared in general accordance with the Ministry for the Environment (MfE) Contaminated Land Management Guidelines No.5. Site Investigation and Analysis of Soils 2011.

29 **Construction Traffic Management**

Not less than 30 working days prior to commencement of construction works onsite, the Consent Holder shall submit to the Council's Consents Manager for certification a Construction Traffic Management Plan (CTMP). The CTMP shall identify engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented in relation to cultural impacts, and where such recommendations have not been accepted or acted upon, the reasons why.

Construction traffic to and from the Wharf 6 and Wharf 7 area and associated site shall be managed in accordance with the Council certified CTMP to ensure the following:

- (a) All trucks and other heavy vehicles associated with construction activities use the route(s) specified in the CTMP;
- (b) Measures to recognise and mitigate where practicable the effects of heavy vehicles along the public road network;



- (c) The maintenance of safe pedestrian access and thoroughfare on all footpaths adjacent to the site; and
- (d) The maintenance of safe vehicular access and thoroughfare on all roads adjacent to the site.

Advice Note:

If the Council fails to respond to the request to certify the CTMP within twenty20 working days, the CTMP can then be assumed to be certified.

30 Construction Dust Management

Dust from construction activities shall be controlled in accordance with the Ministry for the Environment Good Practice Guide for Assessing and Managing the Environmental Effects of Dust Emissions 2011 (ME408). Should any offensive or objectionable dust be observed beyond the site property boundaries, the discharge shall be modified so that dust is no longer observed beyond the site boundaries or the discharge should cease immediately and shall not restart until such time as compliance is demonstrated to the satisfaction of Council's Consents Manager.

31 Construction Vibration Management

Construction vibration must be measured in accordance with ISO 4866:2010. The Category A construction vibration criteria in the following table must be complied with as far as practicable. If measured or predicted vibration from construction activities exceeds the Category A criteria, a suitably qualified person must assess and manage construction vibration during those activities. If measured or predicted vibration from construction activities exceeds the Category B criteria those activities must only proceed if vibration effects on affected buildings are assessed, monitored and mitigated by a suitably qualified person.

Receiver	Details	Category A	Category B
Occupied residential or visitor accommodation accommodation	Night-time 2000h - 0630h	0.3mm/s ppv	1mm/s ppv
	Daytime 0630h - 2000h	1mm/s ppv	5mm/s ppv
Other occupied buildings	Daytime 0630h - 2000h	2mm/s ppv	5mm/s ppv
All other buildings	Vibration - transient	5mm/s ppv	BS 5228-2* Table B2
	Vibration - continuous		BS 5228-2* 50% of table B2 values

32 Construction Noise Management

Construction work on the site shall be designed and conducted to ensure that noise measured at any dwelling does not exceed the limits in the following table from NZS 6803:1999 Acoustics - Construction Noise. Noise levels shall be measured and assessed in accordance with NZS 6803:1999 Acoustics -Construction Noise.



Time Period	Weekdays (dB)		Saturdays (dB)		Sundays & Public Holidays (dB)	
	LA eq	LA max	LA eq	LA max	LA eq	LA max
0630-0730	55	75	45	75	45	75
0730-1800	70	85	70	85	55	85
1800-2000	65	80	45	75	45	75
2000-630	45	750	45	75	45	75

Sound levels shall be measured and assessed in accordance with the provisions of NZS 6803:1999 Acoustics – Construction Noise.

- 33 No demolition or construction activities involving piling, excavation, dredging, compaction, drilling, concrete/rock breaking and/or the trucking of fill or waste material shall be permitted on Waitangi Day, Good Friday, Easter Monday, Christmas Day, Boxing Day or New Years Day.
- 34 **Provision of As-Built Plans to Council**
The Consent Holder shall within three (3) months of completion of construction submit to the Council and to Te Tai Uru As-Built plans and a report of the completed works.
- 35 **Landing (Former Slipway) Environmental Management Plan (EMP)**
Not less than 20 working days prior to completion of construction, the Consent Holder shall submit to Council an Environmental Management Plan (EMP) demonstrating how the redeveloped landing (former slipway) is to be managed in accordance with the relevant consent conditions, including the following matters:
- Maintenance of the site, including all grassed and paved surfaces, in a manner to ensure it has a tidy and well-kept appearance;
 - Management of the stormwater drainage facilities to ensure no erosion of grassed or other surfaces occurs;
 - Site security and the measures to limit public access to the redeveloped landing for human health and safety reasons; ~~and~~
 - The recording of any complaints of an environmental nature and the procedures for effectively dealing with them, including advising the Council; and
 - Detail of engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented, and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Note:

If the Council fails to respond to the request to certify the Landing EMP within ~~twenty~~20 working days, the Landing EMP can then be assumed to be certified.



- 36 The EMP shall be reviewed by the Consent Holder yearly for the first two (2) years of the operation of the landing and then at five (5) yearly intervals thereafter.
- 37 The Consent Holder may offer a review of the EMP at any time to deal with any particular issue that may arise in connection with operation of the landing and require an amendment to the EMP. Any revised EMP shall be recertified by Council's Consent Manager.

Kaitiaki Partnership Group

~~Within two months of the commencement of the resource consents the Consent Holder shall provide an offer in writing to the following local iwi (tangata whenua) to establish and maintain a Kaitiaki Partnership Group (KPG):~~

~~Ngāti Oneone~~

~~Ngāti Porou~~

~~Te Atianga a Mahaki~~

~~Rongowhakaata.~~

~~**Note:** Te Atianga a Mahaki a Mahaki are included at the request of the Consent Holder (Right of Reply dated 5 July 2018). The Consent Holder may also wish to confer with the Council regarding any other local iwi groups that could be invited to be a part of the KPG.~~

~~Each of the iwi groups identified may nominate two representatives to the KPG. The Consent Holder and the Council may also each nominate two members to the KPG.~~

~~As soon as practicable after acceptance of the offer by one or more of the iwi a Protocol establishing the KPG shall be executed by the Consent Holder, the accepting iwi and the Council representatives. The Protocol shall set out the following, as a minimum:~~

~~The role, purpose and functions of the KPG;~~

~~The composition of the KPG;~~

~~The process for determining and amending where necessary membership of the KPG;~~

~~How the KPG intends to carry out its functions, including the frequency and format of KPG meetings;~~

~~The role of the Council with respect to the KPG; and~~

~~The rates of remuneration for members of the KPG.~~

~~On ratification of the Protocol the KPG shall be constituted.~~

~~The role of the KPG shall be to provide a forum for the Consent Holder and tangata whenua to jointly discuss matters of interest to either party relating to~~



~~the redevelopment of the Eastland Port in accordance with these resource consents and with other subsequent resource consents associated with the Consent Holder's Twin Berths project.~~

~~The purpose of the KPG shall be to:~~

~~recognise and provide for the kaitiakitanga responsibilities of tangata whenua as being an integral part of the redevelopment of the Eastland Port under these resource consents and with other subsequent resource consents associated with the Twin Berths project;~~

~~acknowledge and provide for the importance of the landform, sites of cultural significance, and the mauri of the water bodies within and surrounding the port area, as tāonga to tangata whenua;~~

~~facilitate involvement of tangata whenua in the preparation and implementation of resource consents associated with the Twin Berths project;~~

~~assist in identifying potential opportunities for some involvement in the wider, long term activities of the port, and~~

~~facilitate processes to manage actual or potential Maori cultural impacts that arise from implementation of the two current resource consents and other subsequent resource consents associated with the Twin Berths project.~~

~~The KPG shall exercise its purpose by:~~

~~establishing a Cultural Values Framework consistent with the values of tangata whenua;~~

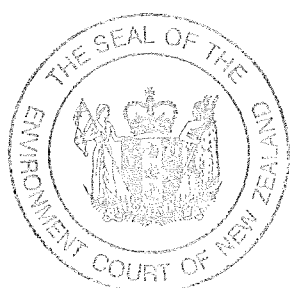
~~reviewing and commenting on management plans and monitoring reports produced by the Consent Holder, including how any scientific and/or technical data may assist with the successful implementation of the Cultural Values Framework;~~

~~identifying and recommending opportunities for the inclusion of applicable cultural site memorial structures; and~~

~~managing any associated tangata whenua cultural ceremonies.~~

~~The first KPG meeting shall be held as soon as practicable after the establishment of the KPG.~~

~~The KPG shall meet at least twice per calendar year.~~



~~The KPG shall exercise its discretion as to how it will conduct/administer its functions under this consent (such discretion to be exercised reasonably at all times).~~

The Consent Holder shall:

~~meet all reasonable costs incurred by the KPG in fulfilling its functions under these resource consents, including KPG meetings and the remuneration of KPG members—subject to normal business practices such as invoicing and accounting in accordance with the Protocol;~~

~~give members at least 15 working days notice of the date, time and location of KPG meetings, and provide adequate time for the preparation and circulation of agenda papers;~~

~~take minutes of KPG meetings, to be forwarded to members and the Council within 10 working days of a meeting;~~

~~make minutes publicly available on the Eastland Port website (except for any sensitive information that all members agree shall be withheld); and~~

~~provide copies of relevant reports and other documentation to the KPG relating to the implementation of these resource consents and other subsequent resource consents associated with the Twin Berths project. This may also include information that relates to other projects associated with the Consent Holder's activities and/or operations.~~

Augier Condition

~~The Consent Holder agrees to administratively and financially support the continued operation of the KPG until all decisions relating to these resource consents and other resource consents associated with the Twin Berths project—including for any variations on the Twin Berths project—are fully determined by the Council, and will use the KPG as a forum to verify/confirm a Cultural Values Framework for assessing this and all other RMA-based resource consenting and monitoring during the period that the components of the Twin Berths project are being implemented. The Consent Holder also agrees to review in conjunction with the KPG and Council the continued need for the KPG beyond this period~~

LAND USE CONSENT

38 Noise Emissions

Sound from all activities in the ~~Tairāwhiti~~Tairāwhiti Resource Management Plan Port Management Area excluding the rail bridge, Port A Management zone and area outside the breakwater must comply with the following noise limits when measured and assessed in accordance with NZS 6801 and NZS 6809.

At any point in the Amenity Reserve Zone outside the Port Inner Control Boundary	65 dB L _{dn}
At any point in the Heritage Reserve Zone more than 50m from the Port Management B Zone	



At any point in the Amenity Commercial Zone, Residential General Zone or Inner City Residential Zone	65 dB L _{dn} 60 dB L _{Aeq(9h)} (2200h-0700h) 65 dB L _{Aeq(15 min)} (2200h-0700h) 85 dB L _{AFmax} (2200h-0700h)
At the permanent port noise monitoring location (Portside Hotel)	64dB L _{dn} 60 dB L _{Aeq(9h)} (2200h-0700h) 65 dB L _{Aeq(15 min)} (2200h-0700h) 85 dB L _{AFmax} (2200h-0700h)

39 **Noise Monitoring**

The Consent Holder shall maintain a permanent noise monitor at the Portside Hotel or an alternative location agreed by the Council's Consents Manager. The monitor shall be regularly calibrated and continuously measure sound levels to provide sufficient valid data for the Consent Holder to prepare reports regarding compliance with the limits applying at this location under these conditions. The Consent Holder shall prepare a summary report of monitoring results and submit this to the Council's Consents Manager and the PCLG every three months, within one month of the end of the reporting period. Data from the monitor must be publicly available on a website in real-time.

40 **Stormwater Discharge into the Coastal Marine Area**

The stormwater discharge from the redeveloped landing into the Coastal Marine Area shall, after reasonable mixing, meet the following standards for Class SC classified water in the Te Taihaki Rauwhiti Resource Management Plan:

- (i) The natural water temperature shall not be changed by more than 30 Celsius;
- (ii) The natural pH of the water shall not be changed by more than 0.1 unit and at no time shall be less than 6.7 or more than 8.5;
- (iii) There shall be no destruction of natural aquatic life by reasons of a concentration of toxic substances nor shall the waters emit objectionable odours; and
- (iv) The natural colour and clarity of the waters shall not be changed to a conspicuous extent.

41 **Cats-Eye Snail Relocation Management Plan**

Not less than 20 working days prior to demolition works commencing the Consent Holder shall submit to the Council's Consents Manager for certification a plan and method statement for relocation of cats-eye snail (*Lunella smaragdus*) from the existing slipway sheet pile walls to sheet pile walls and intertidal habitat within the port harbour to the west of the slipway. The plan and method statement shall be prepared by suitably qualified professionals with the objective of avoiding unnecessary loss of cats-eye snail and optimising the opportunities for this species to recolonise new structures once they are completed. The plan shall detail engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any



recommendations made and implemented, and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Note:

If the Council fails to respond to the request to certify this Management Plan within twenty20 working days, the Management Plan can then be assumed to be certified.

42 **Provision of Rock/Concrete Spall Voids for Marine Habitat in Revetments - Management Plan**

Not less than 20 working days prior to construction of the revetments the Consent Holder shall submit to the Council's Consents Manager for certification a plan and method statement confirming the nature of the voids that will be created between the rock spalls exposed on the outer surfaces. The objective of the plan and method statement is to illustrate and explain the voids and substrate surface area which may be used by marine life as habitat. The plan shall detail engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Note:

Advice Note:

If the Council fails to respond to the request to certify this Management Plan within twenty20 working days, the Management Plan can then be assumed to be certified.

43 **Review Condition**

The Council may serve notice on the Consent Holder of its intention to review the conditions of this consent pursuant to Section 128 of the Resource Management Act 1991,

- (a) within 30 working days of receiving a written recommendation from Te Tai Uru pursuant to condition 4(h)(ii)(B) relating to an adverse cultural effect where either:
- (i) the Consent Holder does not propose to address Te Tai Uru's recommendation; or
 - (ii) Te Tai Uru considers the Consent Holder's response is inadequate;
- (b) at monthly intervals during the construction of the redeveloped wharves and associated infrastructure as authorised by this consent,
- (c) within one month after the first anniversary of the commencement of the redeveloped wharves use, and
- (i) thereafter within one month after each subsequent anniversary, for the following reasons:
 - (ii) To review the effectiveness of the conditions of these resource consents in avoiding or mitigating any adverse effects on the environment from the Consent Holder's activity and, if considered appropriate by the Council, to deal with such effects by way of further or amended conditions.



- (iii) To review the appropriateness of conditions in the light of changes to relevant national standards, regulations and guidelines, and the Council's relevant regional and district plans.
- (iv) To impose additional or modify existing conditions of this consent relating, but not limited to, the matters specified below if necessary to deal with any adverse effect on the environment which may arise from the exercise of this permit and which it is appropriate to deal with at a later date:
 - (A) Dust and noise emissions;
 - (B) Marine pest management;
 - (C) Juvenile crayfish settlement devices; and
 - (D) Stormwater management and water quality.

Consent Terms

Advice note:

In considering whether to exercise its discretion to initiate a review of the conditions, the Council will be obliged to act in accordance with section 128 of the RMA.

44

Consent Terms

The term of the consent for the coastal permit for construction, occupation and use of the redeveloped slipway, including earthworks and declamation, shall be 35 years from the date of commencement of this coastal permit. The reclamation consent shall have an unlimited term in accordance with s123 of the RMA.



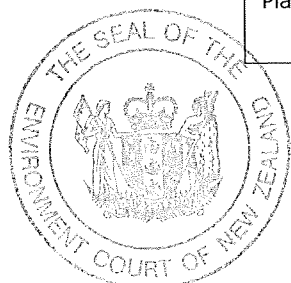
CONDITIONS – WHARVES 6 & 7

Consent references: LU-2017-107936-00, CD-2017-107937-00, LL-2017-107938

1 General Conditions (All Resource Consents)

The construction and operation of the redeveloped Wharf 6 and Wharf 7 areas shall be carried out in general accordance with the following resource consent application documents and plans; except where the proposal is modified by, or is required to comply with, any specific conditions of the resource consents.

Report or Plan	Prepared by:	Reference No	Version	Date
Wharf 6 & Wharf 7 Redevelopment Assessment of Environmental Effects	4Sight Consulting		Final	5-10-17
Wharf 6 & 7 Upgrade Engineering Report	Worley Parsons	301015-03880 – MA-REP 005	Final	13 -09-17
Heritage Inventory and Whole of Port Archaeological Assessment	InSitu Heritage Ltd			30- 09-15
Wharf 6 & 7 Redevelopment Assessment of Environmental Noise and Vibration Effects	Malcolm Hunt Associates	974-12/004/10		September 2017
Wharf 6 & 7 Redevelopment Ecology and Water Quality Effects Report	4Sight Consulting		V1.2	27-09-17
Wharf 6 Upgrade - Site Plan	Worley Parsons	301015-03380-MA-DWG-0007	FG	03-10-17 30-06-20
Wharf 6 Upgrade –Typical Sections	Worley Parsons	301015-03380-MA-DWG -008	DE	03-10-17 30-06-20
Wharf 6 Upgrade –Lot Plan	Worley Parsons	301015-03380-MA-DWG -009	ED	03-10-17 30-06-20
Wharf 7 Upgrade –Typical Sections	Worley Parsons	301015-03380-MA-DWG -015	BC	03-10-17 30-06-20
Wharf 6 & 7 Upgrade –Site Plan	Worley Parsons	301015-03380-MA-DWG -016	BC	03-10-17 24-06-20
Wharf 6 & 7 Upgrade –Lot Plan	Worley Parsons	301015-03380-MA-DWG -017	BC	03-10-17 30-06-20
Wharf 6 & 7 Upgrade –Dredge Extents Plan	Worley Parsons	301015-03380-MA-DWG -018	BC	03-10-17 24-06-20



Report or Plan	Prepared by:	Reference No	Version	Date
Wharf 6 Refuelling Area Hardstand Stormwater Layout	Worley Parsons	301015-03380-MA-DWG-019	B	03-10-17
Wharf 6 Refuelling Area Typical Stormwater Detail	Worley Parsons	301015-03380-MA-DWG-020	B	03-10-17
Wharf 6 & 7 Upgrade Eastland Port Stormwater Catchment Catcher (sic) Areas	Worley Parsons	301015-03380-MA-DWG-021	BC	03-10-17 24-06-20

- 2 This consent is granted by the Council, subject to its servants or agents being permitted reasonable access to the relevant parts of the site at all reasonable times for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples. Wherever possible, reasonable prior notice is to be given by the Council to the Consent Holder in order to address health and safety requirements.
- 3 Any costs incurred in the Council's monitoring, supervision and enforcement of any or all of the conditions of this consent are to be fully met by the Consent Holder pursuant to Section 36 of the Resource Management Act 1991.

4 **Te Tai Uru Membership**

(a) Within two months of the commencement of the resource consents the Consent Holder shall provide an offer in writing to the following hapū to establish and maintain a group that shall be referred to as **Te Tai Uru**:

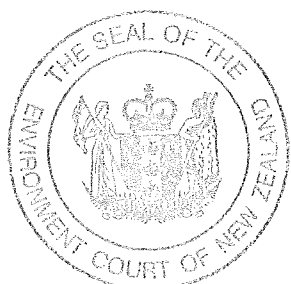
- (i) Ngāti Oneone
- (ii) Ngāi Tāwhiri
- (iii) Whānau a Iwi
- (iv) Ngāti Maru
- (v) Ngāti Rangitauwhiwhia
- (vi) Ngāti Kahutia

Advice Note:

The above is not intended to be a statement of mana whenua status.

Ngāti Oneone has indicated that they do not wish to join Te Tai Uru however the Consent Holder wishes to extend the invitation.

- (b) Each of the hapū identified in condition 4(a) may nominate two representatives as members of Te Tai Uru. The Consent Holder and the Council may also each nominate two representatives as members to Te Tai Uru.



Protocol and Establishment

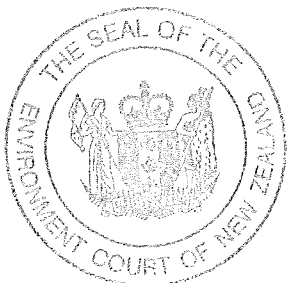
- (c) As soon as practicable after acceptance of the offer by one or more of the hapū (Accepting Hapū) a Protocol establishing Te Tai Uru shall be agreed and executed by the Consent Holder, the Accepting Hapū and the Council representatives. The Protocol shall set out the following, as a minimum:
- (i) The role, purpose and functions of Te Tai Uru in accordance with conditions 4(f), 4(g) and 4(h);
 - (ii) How Te Tai Uru intends to carry out its functions, including the process for convening meetings by either the Group or Consent Holder, and the format of Te Tai Uru meetings;
 - (iii) The selection process for an independent Group Facilitator, including the identification of essential qualities or experience, and the role of the independent Group Facilitator;
 - (iv) The role of the Council with respect to Te Tai Uru;
 - (v) The rates of remuneration for members of Te Tai Uru, which shall provide for an annual payment for each representative to prepare for and attend all Group meetings [in accordance with condition 4(v)]; and
 - (vi) The process for agreeing, in advance, estimates of costs for the preparation of Cultural Values and Relationships Framework(s) and Cultural Impact Assessment(s) anticipated in this condition.
- (d) Te Tai Uru will be established when the Accepting Hapū, the Consent Holder and the Council members agree and sign the Protocol.
- (e) The Protocol can be amended by agreement of Te Tai Uru. In the event that additional Accepting Hapū join Te Tai Uru, the Protocol is to be reviewed by Te Tai Uru.

Role and Purpose

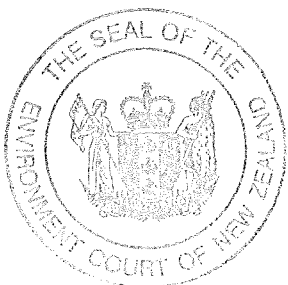
- (f) The role of Te Tai Uru shall be to provide a forum to discuss matters of interest relating to the redevelopment of the Eastland Port in accordance with these resource consents and with other subsequent resource consents associated with the Anticipated Twin Berths Applications.

Note: The "Anticipated Twin Berths Applications" are the resource consent applications anticipated to be applied for by the consent holder to authorise the following works which are intended to enable two 200m long vessels to operate safely at the port at the same time:

- extension of wharf 8
- reclamation at the Southern Logyard
- breakwater repairs; and
- associated port-wide capital and maintenance dredging (excluding such dredging authorise by the current consents).



- (g) In these consent conditions, "these consents" refers to the present consents relating to Wharf 6 and 7 consents (LU-2017-107936-00, CD-2017-107937-00, LL-2017-107938) and does not refer to the Anticipated Twin Berths Applications. The purpose of Te Tai Uru shall be to:
- (i) recognise and provide for the kaitiakitanga responsibilities of the Accepting Hapū as being an integral part of the redevelopment of the Eastland Port under these resource consents and the Anticipated Twin Berths Applications;
 - (ii) acknowledge and provide for the importance of the landform, sites of cultural significance, and the mauri of the water bodies within and surrounding the port area, as tāonga to the Accepting Hapū;
 - (iii) facilitate involvement of the Accepting Hapū in:
 - (A) the implementation of these consents;
 - (B) the preparation of resource consent applications associated with the Anticipated Twin Berths Applications;
 - (iv) assist in identifying potential opportunities for some involvement of the Accepting Hapū in the wider, long term activities of the port;
 - (v) facilitate and encourage the sharing and mutual understanding of scientific knowledge and Mātauranga Māori; and
 - (vi) facilitate processes to manage actual or potential impacts on the interests, values, rights and responsibilities of the Accepting Hapū that may arise from implementation of these consents and the Anticipated Twin Berths Applications;
- (h) Te Tai Uru shall exercise its purpose by:
- (i) establishing a port-wide **Cultural Values and Relationships Framework (CVRF)** in accordance with Conditions [4 (m) – (q) below; and
 - (ii) in relation to these consents:
 - (A) reviewing and providing input into the development of management plans and monitoring reports required under these consents; and
 - (B) making recommendations to mitigate impacts on the interests, values, rights and responsibilities of the Accepting Hapū arising from the exercise of these consents (which may include monitoring).
 - (iii) in relation to the Anticipated Twin Berths Applications, preparation of Cultural Impact Assessment(s) to inform the resource consent applications in accordance with Conditions [4(r) - (t)] below:



- (iv) identifying and recommending opportunities for the inclusion of applicable cultural site memorial structures; and
- (v) managing any cultural ceremonies associated with the Port and its associated activities.

Meetings

- (i) The first Te Tai Uru meeting shall be held as soon as practicable after the establishment of Te Tai Uru.
- (j) For the first six years following the commencement of these consents, Te Tai Uru shall meet no less than two times per calendar year], as necessary to provide input into any management or monitoring plans and reports required under these consents. Thereafter, Te Tai Uru shall meet as required to carry out specific functions of Te Tai Uru identified under the conditions of these consents.
- (k) The Consent Holder shall:
 - (i) unless the documents relate to urgent or unanticipated matters, use best endeavours to provide any agenda papers and relevant documents for discussion at the meeting to the members at least 20 working days prior to any meeting;
 - (ii) take minutes of Te Tai Uru meetings, to be forwarded to members and the Council within 10 working days of a meeting for those members to confirm they are a true and accurate record;
 - (iii) once confirmed by the members in attendance at the relevant meeting, make minutes publicly available on the Eastland Port website (except for any sensitive information that all members agree shall be withheld); and
- (l) The Consent Holder shall also invite hapū members of Te Tai Uru (or if not yet established, a representative of each of the hapū identified in condition [4(a)]) to meetings of the Port Community Liaison Group and the pre-start meeting on the site required under condition [12].

Cultural Values and Relationships Framework

- (m) Prior to the commencement of works under these consents, the Consent Holder shall offer to engage Te Tai Uru (excluding Council), or where Te Tai Uru has not yet been established, the hapū identified in condition 4(a), to prepare a CVRF. The Consent Holder shall use reasonable endeavours to support the finalisation of the CVRF in advance of the Anticipated Twin Berths Applications.
- (n) The purpose of the CVRF is to inform the Consent Holder and all persons involved in the Port and its operations about the relevant hapū interests, relationships, values, rights and responsibilities.
- (o) The CVRF shall include a description of the relationships the hapū have with the land and waters within and near to which the consent holder conducts its port activities, and of the particular values associated with these relationships and areas. Relationships may include those of a traditional or contemporary nature,



and any customary or statutory rights and responsibilities. Values may include (but are not limited to) those associated with mauri, wairuatanga, rangatiratanga, kaitiakitanga, whanaungatanga, manaakitanga, mahinga mataitai, and rahui.

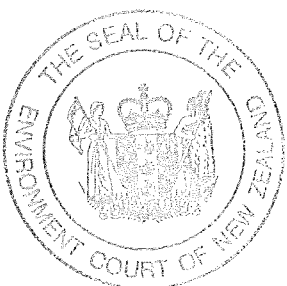
- (p) The CVRF may consist of several sub-frameworks developed by the different Accepting Hapū to recognise the unique and diverse interests of the different groups.
- (q) The CVRF may be amended as required, with the agreement of the hapū to which the relevant aspect of the CVRF relates.

Cultural Impact Assessment

- (r) Prior to submitting any of the Anticipated Twin Berths Applications, the Consent Holder shall offer to engage Te Tai Uru (excluding Council) to prepare a Cultural Impact Assessment (CIA).
- (s) The CIA may consist of sub-assessments developed by each the different Accepting Hapū to recognise the unique and diverse interests of the different hapū.
- (t) The purpose of the CIA is to assess and define the effect(s) of proposed activities on the relationships and values described in the CVRF and where appropriate recommend measures which may remedy, mitigate and/or avoid any adverse effects on those values and relationships

Administrative and Financial

- (u) The Consent Holder shall facilitate the administration of each meeting of Te Tai Uru, including by providing a meeting venue.
- (v) For six years following the commencement of these consents, the Consent Holder shall provide an annual payment to meet the reasonable costs incurred by the hapū members for providing the services required of them by these consents, including preparation for and attendance at Te Tai Uru meetings. Such annual payment shall be made to the relevant hapū and shall not exceed [\$5,000] (excl GST) per member for each year of the operation of Te Tai Uru for their services under both these conditions and the conditions applicable to the [Slipway consents]. Thereafter, the Consent Holder shall support the reasonable costs of Te Tai Uru performing its functions under these consents up to a total annual cost of [\$2,500] per member, subject to any alternative arrangement agreed or confirmed in or by way of amendment to the Protocol established under condition 4(c).
- (w) In the event that the hapū members of Te Tai Uru agree on a consensus basis that Te Tai Uru requires independent technical expert advice to fulfil its functions under these consents relating to matters concerning water quality, marine ecology or hazardous substances in dredging sediments, the Consent Holder shall make independent technical expert advice available to Te Tai Uru. The Consent Holder shall meet the reasonable costs of that advice, subject to that advice being reasonable and necessary to fulfil Te Tai Uru's functions in relation to the listed matters, and to scope of work and estimates having been provided



and agreed to by the Consent Holder in advance. The Consent Holder's costs in relation to such expert advice shall not exceed \$50,000 in any calendar year in total under both these conditions and the conditions applicable to the [Slipway consents].

Advice Note:

This condition 4(w) is intended to provide for the assessment of technical issues raised by the Accepting Hapū.

Note: The applicant has offered this condition in accordance with the Augier principle and agrees to be bound by them.

5 Port Community Liaison Group (PCLG)

The Consent Holder shall maintain a Port Liaison Group (PCLG) to provide an ongoing point of contact between the Consent Holder, the Council, adjacent landowners and occupiers and the community, in relation to demolition, reconstruction and ongoing operations from Wharves 6 and 7 to ensure that channels of communication are kept open. The Consent Holder shall send invitations for the first meeting of the PCLG within 20 working days of the commencement of this consent.

Advice Note:

An independent chair is recommended for the PCLG to ensure that there is independence with the running and co-ordination of the meetings and the topics under discussion. Ultimately any decision of an independent chair can be made by the members of the PCLG given this is a voluntary membership group.

- 6 The Consent Holder shall invite a representative of the Council, and all the persons who lodged a submission on the application for this consent to attend the first meeting of the PCLG. At the time of this invitation the Consent Holder shall ask such persons whether they wish to receive further invitations to the PCLG meetings. If a positive response is received (whether by mail, email, telephone message or in person), that person shall be invited to PCLG meetings until the Consent Holder is advised that such invitations are no longer desired. The Consent Holder may also invite any other persons to provide assistance and to attend PCLG meetings.
- 7 The Consent Holder shall provide a venue for PCLG meetings, chair the meetings and ensure that minutes are taken and circulated to attendees. Invitations to PCLG meetings shall be sent four (4) monthly during the term of this consent (with 10 working days' notice given of the date, time and venue of the next PCLG meeting), unless the PCLG agrees by a majority vote at a PCLG meeting to reduce the frequency of meetings. The Consent Holder shall make available all minutes of the PCLG meetings in a public accessible area of the Eastland Port website.
- 8 An invitation to a special PCLG meeting shall be sent by the Consent Holder at least 30 working days prior to the commencement of earthworks, so that the PCLG can be informed about the proposed construction works and timetable, and any attendees can be provided with a copy of any draft or certified Construction Management Plan available at that time.
- 9 **Construction Management Plan (CMP)**
Not less than 30 working days prior to commencement of construction works onsite, the Consent Holder shall submit to the Council's Consents Manager, for certification a Construction Management Plan (CMP) demonstrating how the wharf redevelopment is



to be constructed in accordance with the relevant consent conditions, including the following matters;

- (a) Contractor(s), key personnel and contact details;
 - (b) Consent holder project manager and contact details;
 - (c) Construction hours, programme and methods;
 - (d) Compliance with consent conditions;
 - (e) Engineering plans of the proposed works;
 - (f) Soil contamination and any required Remediation Action Plan and Validation reporting and associated management measures;
 - (g) Building demolition and removal of associated materials;
 - (h) Construction materials and storage, including refuse;
 - (i) Earthworks management, erosion and sediment control;
 - (j) Stormwater treatment and discharge methods;
 - (k) Construction dust;
 - (l) Construction traffic management and parking following consultation with adjacent property owners/occupiers and the Council/road managers;
 - (m) Construction noise and vibration, including any best practicable options;
 - (n) Accidental archaeological discovery procedures;
 - (o) Communication with the Council;
 - (p) Communication with adjacent landowners and occupiers;
 - (q) Communication with the Port Liaison Group;
 - (r) Procedures for dealing with any complaints including contact details for all periods where construction activities are taken place;
- ~~Biosecurity methodology (prior to, and during construction);~~
- (s) Marine Pest Management Plan;
 - (t) Disposal and waste and removed piles (including decontamination procedures);
and
 - (u) Procedures for dealing with emergencies; and



Advice Note:

- (v) Detail of engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Note:

If the Council fails to respond to the request to certify the CMP within ~~twenty~~20 working days, the CMP can then be assumed to be certified.

10 **Marine Pest Management Plan (MPMP)**

The following conditions shall apply to the exercise of consent and shall also be adopted into the CMP.

Not less than 30 working days prior to the commencement of construction works on-site the Consent Holder shall submit to the Council's Consents Manger, a Marine Pest Management Plan (MPMP) developed in conjunction with Ministry of Primary Industries and the Council, demonstrating how the redevelopment of wharves 6 and 7 is to be constructed and managed in accordance with the relevant consent conditions. This shall be provided as an appendix to the CMP required by Condition 89. It will include the following matters:

- (a) Pre-construction site dive survey;
- (b) Management of sediment discharges to the offshore disposal ground to avoid or mitigate the effects of spreading any pest organism present in sediment dredged from the port basin;
- (c) Management of materials reused on site;
- (d) Management of materials removed from site for recycled and/or future use;
- (e) Management of materials removed from site for disposal;
- (f) Procedures to ensure all vessels and equipment entering Gisborne District waters are sufficiently cleaned and antifouled; ~~and~~
- (g) Procedures to ensure all machinery and equipment used during construction must be cleaned so that no fluid or materials drain into the marine environment; ~~and~~
and
- (h) Detail of engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Notes:

The MPMP will form part of the CMP and be submitted to Council at the same time.



If the Council fails to respond to the request to certify the MPMP within ~~twenty~~20 working days, the MPMP can then be assumed to be certified.

- 11 Any amendment to the CMP as the Consent Holder deems necessary to undertake construction works onsite, shall only be made with the prior written approval of the Council's Consents Manager.
- 12 **Construction Activity Notification and Monitoring**
No less than five working days prior to commencement of construction works the Consent Holder shall hold a pre-start meeting on the site to which representatives of Council and contractors are invited.
- 13 A sign shall be placed on the site perimeter fence(s) adjacent to Rakaiatane Road and The Esplanade with the name and contact number of the Construction Site Manager or person appointed to discuss any concerns regarding the environmental effects of the construction activities.
- 14 The Consent Holder shall keep a record of any complaints received during construction and the action(s) taken, whether received direct from the complainant or advised by the Council or its agent. The complaint records shall be made available to the Council upon request.
- 15 **Changes to Engineering Design and Methodology**
Any changes to the engineering design or methodology that may have implications in terms of the consent conditions and/or management plans shall be notified to Council's Consent Manager and Te Tai Uru, or if Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a), as soon as these are identified.
- 16 The Consent Holder shall obtain any necessary building consent(s) before any associated building construction occurs. All building works shall be engineer designed by a CPEng engineer with calculations, design and a PS1 Producer Statement submitted with the building consent application. A geotechnical report completed by a suitably qualified geotechnical professional shall also be included with the building consent applications. The geotechnical report and associated building designs may be subject to peer review.

Advice Note:
The Peer review will be at the Consent Holder's expense. The building consent(s) must be submitted within sufficient time to allow for processing and issuing before the work is intended to start. If work commences before the building consent for the works has been issued it will be subject to the stop work provisions of the Notice to Fix Procedures of the Building Act.
- 17 **Heritage NZ Archaeological Authority Procedures**
The Consent Holder shall comply with all the conditions 1-7 as held within the Archaeological Authority dated 21 March 2016 issued by Heritage New Zealand Pouhere Taonga and any revised or further authority that may be issued by HNZ in relation to these consents.
- 18 The Consent Holder shall during the period of construction, on a once monthly basis, inform the Council and Te Tai Uru of the archaeological investigation and monitoring procedures being undertaken in accordance with the 21 March 2016 Heritage NZ



Archaeological Authority (No.2016/820) issued by Heritage NZ under the Heritage NZ Pouhere Taonga Act 2014, and any revised or further authority that may be issued by HNZ in relation to these consents.

Advice Note:

The Consent Holder has through In-Situ Heritage obtained an Archaeological Authority from Heritage NZ Pouhere Taonga that recognises that archaeological material may be found on the site and sets out the procedures to be followed by contractors and an archaeologist approved by Heritage NZ Pouhere Taonga.

19 **Earthworks, Erosion and Sediment Control (EE&SCP)**

Not less than 30 working days prior to commencement of construction works onsite, the Consent Holder shall submit to the Council's Consents Manager, for certification an Erosion & Sediment Control Plan (**EE&SCP**). The EE&SCP shall cover the following matters:

- (a) The staging of the earthworks, sheet piling and reclamation works;
- (b) The location and extent of the temporary land based drying and storage areas;
- (c) The temporary silt control measures to be taken to eliminate/minimise the discharge of silt laden runoff into the coastal marine area; and
- (d) The protocols surrounding the use of a geotextile curtain to confine the silt laden runoff associated with the reclamation activities to the immediate works area within the coastal marine area; and
- (e) Engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented, and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Notes:

The EE&SCP will form part of the CMP and be submitted to Council at the same time.

If the Council fails to respond to the request to certify the EE&SCP within twenty20 working days, the EE&SCP can then be assumed to be certified.

- 20 Following its certification, the Consent Holder shall provide a copy of the EE&SCP to Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)).
- 21 Earthworks on the site shall be undertaken in a manner to control silt contaminated stormwater in accordance with the Auckland Council's Erosion and Sediment Control Guide for Land Disturbing Activities in the Auckland Region (GD05) 2016 or any update of that guide.
- 22 Temporary silt detention controls shall be installed where there is a potential discharge effect from land disturbance to the coastal marine area. Temporary silt detention controls shall also be installed directly down slope of any earthworks as an initial detention control.



- 23 Apart from minor maintenance work, earthworks shall not be carried out during the period 1 June to 30 September inclusive, unless Council approved erosion and sediment control measures are in place.
- 24 All cut material from the earthworks that is not re-used on site shall be removed from the site and deposited in an appropriately permitted fill disposal location or stockpiled at a suitable site with appropriate controls for future use.

Advice Note:

This consent does not cover fill placement, spoil disposal, or earthworks outside the consent area as depicted on the plans received in the application. The fill material carted off site, may require a separate land disturbance consent for disposal of fill material unless the disposal is at an already approved 'bulk fill' or 'clean fill' site, unless it is permitted under the ~~Tairāwhiti~~Tairāwhiti Resource Management Plan.

- 25 All disturbed areas (excluding cut faces) of land resulting from the activity shall be hard surfaces or have a groundcover established to the satisfaction of the Council.
- 26 An 'as built' earthworks plan, and an earthworks completion report with photographs recording various stages of construction, shall be submitted to the Council for approval, within sixty (60) working days of the completion of earthworks. This shall include and show (but is not limited to) areas of cut and fill; volumes of fill; and drainage installation.
- 27 At all times, the timing of construction shall be restricted to a period when ground conditions are such that spoil can be excavated and compacted, and that stripping, benching and filling can occur without wheeled vehicles causing rutting or puddling greater than 300mm deep.

28 **Contaminated Site Management**

The Consent Holder shall submit a Detailed Site Management Plan (DSI) on possible contamination of representative soils on the site to the Council for approval and to Te Tai Uru for their information, at least 40 working days before any earthworks are undertaken. The DSI shall be prepared in general accordance with the Ministry for the Environment (MfE) Contaminated Land Management Guidelines No.5. Site Investigation and Analysis of Soils 2011.

- 29 Should the DSI identify contaminants above typical background levels then the Consent Holder shall submit a Site Management Plan (SMP) and a Remediation Action Plan (RAP) to the Council for certification, at least 20 working days before any earthworks and associated remediation works are undertaken. The SMP and RAP shall be prepared in general accordance with the MfE Contaminated Land Management Guidelines No.5. Site Investigation and Analysis of Soils 2011.

Advice Note:

If the Council fails to respond to the request to certify these Management Plans within ~~twenty~~20 working days, the Management Plans can then be assumed to be certified.

- 30 The earthworks on the site shall be undertaken in accordance with the SMP, the RAP and the DSI, including any recommended site remediation works.

If any site remediation works are required, then a Post Remediation Works Validation Report (PRWVR) shall be provided to the Council and to Te Tai Uru within 40 working



days of the earthworks and associated remediation works being completed. The PRWVR shall be prepared in general accordance with the MfE Contaminated Land Management Guidelines No.5. Site Investigation and Analysis of Soils 2011.

32 Construction Dust Management

Dust from construction activities shall be controlled in accordance with the MfE Good Practice Guide for Assessing and Managing the Environmental Effects of Dust Emissions 2011 (ME408). Should any offensive or objectionable dust be observed beyond the site property boundaries, the discharge shall be modified so that dust is no longer observed beyond the site boundaries or the discharge should cease immediately and shall not restart until such time as compliance is demonstrated to the satisfaction of the Council's Consents Manager.

33 Construction vibration must be measured in accordance with ISO 4866:2010. The Category A construction vibration criteria in the following table must be complied with as far as practicable. If measured or predicted vibration from construction activities exceeds the Category A criteria, a suitably qualified person must assess and manage construction vibration during those activities. If measured or predicted vibration from construction activities exceeds the Category B criteria those activities must only proceed if vibration effects on affected buildings are assessed, monitored and mitigated by a suitably qualified person.

Receiver	Details	Category A	Category B
Occupied residential or visitor accommodation	Night-time 2000h - 0630h	0.3mm/s ppv	1mm/s ppv
	Daytime 0630h - 2000h	1mm/s ppv	5mm/s ppv
Other occupied buildings	Daytime 0630h - 2000h	2mm/s ppv	5mm/s ppv
All other buildings	Vibration - transient	5mm/s ppv	BS 5228-2* Table B2
	Vibration - continuous		BS 5228-2* 50% of table B2 values

34 Construction Noise Management

Construction work on the site shall be designed and conducted to ensure that noise measured at any dwelling does not exceed the limits in the table above from NZS 6803:1999 Acoustics - Construction Noise. Noise levels shall be measured and assessed in accordance with NZS 6803:1999 Acoustics -Construction Noise.

Time Period	Weekdays (dB)		Saturdays (dB)		Sundays & Public Holidays (dB)	
	LA eq	LA max	LA eq	LA max	LA eq	LA max



0630-0730	55	75	45	75	45	75
0730-1800	70	85	70	85	55	85
1800-2000	65	80	45	75	45	75
2000-630	45	750	45	75	45	75

Sound levels shall be measured and assessed in accordance with the provisions of NZS 6803:1999 Acoustics -Construction Noise.

- 35 No construction activities involving piling, excavation, dredging, compaction, drilling, concrete/rock breaking and/or the trucking of fill or waste material shall be permitted on Waitangi Day, Good Friday, Easter Monday, Christmas Day, Boxing Day or New Years Day.

36 **Construction Traffic Management**

Not less than 30 working days prior to commencement of construction works onsite, the Consent Holder shall submit to the Council's Consents Manager for certification a Construction Traffic Management Plan (CTMP). The CTMP shall detail engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented, and where such recommendations have not been accepted or acted upon, the reasons why.

Construction traffic to and from the Wharf 6 and Wharf 7 area and associated site shall be managed in accordance with the Council certified CTMP to ensure the following;

- (a) All trucks and other heavy vehicles associated with construction activities use the route(s) specified in the CTMP;
- (b) Measures to recognise and mitigate where practicable the effects of heavy vehicles along the public road network;
- (c) The maintenance of safe pedestrian access and thoroughfare on all footpaths adjacent to the site; and
- (d) The maintenance of safe vehicular access and thoroughfare on all roads adjacent to the site.

Advice

Advice Note:

If the Council fails to respond to the request to certify the CTMP within ~~twenty~~20 working days, the CTMP can then be assumed to be certified.

37 **Provision of As-Built Plans to Council**

The Consent Holder shall within three (3) months of completion of construction submit to the Council As-Built plans and a report of the completed works.

38 **Wharf 6 & Wharf 7 Environmental Management Plan (EMP)**

Not less than 30 working days prior to completion of construction, the Consent Holder shall submit to the Council for certification an Environmental Management Plan (EMP)



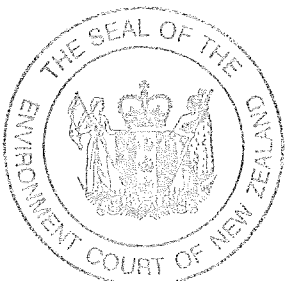
demonstrating how the redeveloped Wharf 6 and Wharf 7 areas are to be managed in accordance with the relevant consent conditions, including the following matters:

- (a) Port Operations Manager and contact details;
- (b) Bark and Other Debris: Management practices to reduce or restrict log bark and other debris that may become suspended within the stormwater runoff;
- (c) Dust: Measures to control dust, including monitoring of weather, mitigation methods such as watering, sprinkler system, sweeping and signage;
- (d) Noise: Measures required to ensure compliance with the specified noise emission limits;
- (e) Site security: Measures to limit public access to the wharves for human health and safety reasons;
- (f) Fuel supply: Measures to monitor use of the facility and fuel spill contingency planning;
- (g) Stormwater system maintenance: Measures involved in the regular management of the site stormwater drainage network and associated treatment devices;
- (h) Stormwater quality monitoring: A programme to monitor stormwater quality within the stormwater drainage network and the receiving environment;
- (i) Contingency plans to deal with any pollution incidents and any dust, noise or stormwater discharges that exceed the 'thresholds' specified in this consent; ~~and~~
- (j) The recording of any complaints of an environmental nature and the procedures for effectively dealing with them, including advising the Council; and
- (k) Detail of engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Note:

If the Council fails to respond to the request to certify the EMP within ~~twenty~~20 working days, the EMP can then be assumed to be certified.

- 39 The EMP shall be reviewed by the Consent Holder yearly for the first two (2) years of the operation of the wharves and then at five (5) yearly intervals thereafter.
- 40 The Consent Holder may offer a review of the EMP at any time to deal with any particular issue that may arise in connection with operation of the wharves and require an amendment to the EMP. Any revised EMP shall be recertified by the Council's Consent Manager.



LAND USE CONSENT

41 **Wharf 6 & 7 Noise Management Plan**

Not less than 30 working days prior to the commencement of operations on the redeveloped Wharf 6 and 7 areas a Noise Management Plan (**NMP**) prepared by a suitably qualified and experienced person, shall be submitted to Council's Consent Manager for certification. The objective of the NMP is to set out the methods and procedures necessary to ensure that the noise levels from all port activities are minimised as far as practicable. The NMP shall include but not be limited to noise mitigation measures such as:

- (a) Maintenance of surfaces to avoid the unnecessary generation of noise from vehicles travelling on rough surfaces.
- (b) Speed restrictions on site for the purpose of noise management and for the reduction of braking and acceleration noise.
- (c) Methods to prohibit the use of audible warning devices (including reverse alarms) as far as practicable.
- (d) Vehicle operation guidelines to minimise noise emissions.
- (e) Maintenance of machinery to minimise noise emissions.
- (f) Education of staff to minimise noise emissions.
- (g) Details of personnel responsible for port noise management.
- (h) Consultation with the PCLG in the preparation of the NMP.
- (i) Current NMP to be publicly available on EPL's website.
- (j) NMP to be reviewed annually and any changes certified by Council.
- (k) Management of off-site transportation noise effects with respect to matters over which Eastland Port Limited has control or responsibility.
- (l) Details of permanent noise monitoring.
- (m) Details of biennial noise monitoring at other locations.
- (n) Details of noise monitoring that will be conducted in response to complaints or to investigate issues.
- (o) Annual reporting of noise monitoring results to the PCLG and display on EPL's website.
- (p) Reporting of noise management actions/initiatives to the PCLG.
- (q) Reporting of complaints, investigations and remedial actions to the PCLG.
- (r) Details of the current TRMP noise contours and comparison with the annual monitoring results required by ~~Condition 41~~Condition 43.



- (s) Display of current real time monitoring data on EPL's website for access to the public.
- (t) Integration of concurrent construction and operational noise management.

The NMP shall detail engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented, and where such recommendations have not been accepted or acted upon, the reasons why.

Advice Note:

If the Council fails to respond to the request to certify the NMP within twenty20 working days, the NMP can then be assumed to be certified.

42 **Noise Emissions**

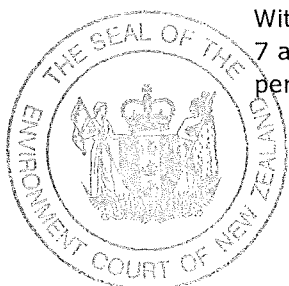
Sound from all activities in the ~~Fairawhiti~~Tairāwhiti Resource Management Plan Management Area excluding the rail bridge, Port A Management zone and area outside the breakwater must comply with the following noise limits when measured and assessed in accordance with NZS 6801 and NZS 6809.

At any point in the Amenity Reserve Zone outside the Port Inner Control Boundary (ii)At any point in the Heritage Reserve Zone more than 50m from the Port Management B Zone	65 dB L _{dn}
At any point in the Amenity Commercial Zone, Residential General Zone or Inner City Residential Zone	65 dB L _{dn} 60 dB L _{Aeq(9h)} (2200h-0700h) 65 dB L _{Aeq(15 min)} (2200h-0700h) 85 dB L _{AFmax} (2200h-0700h)
At the permanent port noise monitoring location (Portside Hotel)	6364 dB L _{dn} 60 dB L _{Aeq(9h)} (2200h-0700h) 65 dB L _{Aeq(15 min)} (2200h-0700h) 85 dB L _{AFmax} (2200h-0700h)

43 **Noise Monitoring**

The Consent Holder shall maintain a permanent noise monitor at the Portside Hotel or an alternative location agreed by the Council's Consents Manager. The monitor shall be regularly calibrated and continuously measure sound levels to provide sufficient valid data for the Consent Holder to prepare reports regarding compliance with the limits applying at this location under these conditions. The Consent Holder shall prepare a summary report of monitoring results and submit this to the Council's Consents Manager, Te Tai Uru or, where it has not been established, the hapū identified in condition 4(a)) and PCLG every three months, within one month of the end of the reporting period. Data from the monitor must be publicly available on a website in real-time.

Within three months of the re-commencement of operations in the Wharf 6 and Wharf 7 areas the Consent Holder shall conduct noise monitoring over at least a one-week period at two representative locations agreed with the Council's Consents Manager, in



addition to the Portside Hotel permanent noise recording position. The Consent Holder shall submit a report setting out the results to the Council's Consents Manager, Te Tai Uru or, where it has not been established, the hapū identified in condition 4(a)) and the PCLG within one month of the measurements. A copy of the report shall be displayed on the EPL website.

An annual report shall then be prepared collating the information from the above monitoring and discussing compliance with the noise contours, the reasons for any non-compliance and the measures which have been adopted and implemented to address any non-compliance issues. A copy of this report shall be displayed on the website.

COASTAL PERMIT

Note:

- Conditions 44-47 relate to the stormwater discharge activity only
- Conditions 51-66 relate to capital and maintenance dredging and disposal activities only

44 **Stormwater Discharge into the Coastal Marine Area**

The stormwater discharge into the coastal marine area (being from the combined Wharfside log yard and Wharf 6/7 area outfall) shall, after reasonable mixing, meet the following standards for Class SC classified water in the Proposed Regional Coastal Environment Plan:

- (a) The natural water temperature shall not be changed by more than 3 degrees Celsius;
- (b) The natural pH of the water shall not be changed by more than 0.1 unit and at no time shall be less than 6.7 or more than 8.5;
- (c) There shall be no destruction of natural aquatic life by reasons of a concentration of toxic substances nor shall the waters emit objectionable odours; and
- (d) The natural colour and clarity of the waters shall not be changed to a conspicuous extent.

45 **Stormwater Discharge Monitoring**

The stormwater discharge shall be monitored and reported on to the Council and to Te Tai Uru as part of the Wharfside log yard stormwater monitoring programme. Details of the monitoring shall be included in the certified Wharf 6 and Wharf 7 EMP.

46 Stormwater sampling will be undertaken as specified in the consent conditions for the Wharfside ~~log yard~~ log yard stormwater monitoring programme, but will target first flush conditions that occur within two hours of significant rainfall after several days of dry conditions.

47 In addition to the consent conditions for the Wharfside ~~log yard~~ log yard stormwater monitoring programme, a copy of the stormwater monitoring laboratory report and associated csv file and field notes will be forwarded to the Council's Consents Manager as soon as they are received from the laboratory.



48 **Juvenile Crayfish Settlement Devices**

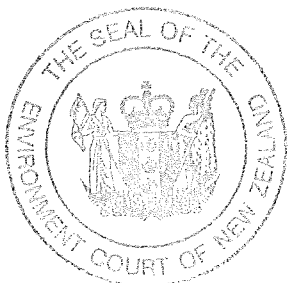
Not less than 30 working days prior to construction of the reclamations the Consent Holder shall submit to the Council's Consents Manager for certification a confirmed design and deployment plan for the provision of crayfish pueruli settlement habitat within the port ~~in conjunction with~~. The design and deployment plan shall be developed by an independent expert in crayfish ecology. ~~The design and deployment plan shall include the outcome of consultation with representatives of the Ministry of Primary Industries and the PCLG.;~~

- (a) a literature review of existing data and information;
- (b) the results of prior testing of the proposed juvenile crayfish settlement devices;
- (c) methods and metrics (measures) to assess the utilisation of the devices;
- (d) the outcome of consultation with representatives of the Ministry of Primary Industries and the PCLG; and
- (e) identification of the extent of collaboration with Te Tai Uru, any recommendations made by Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)) and where such recommendations have not been accepted or acted upon, the reasons why.

49 The ~~approved~~certified design and deployment plan shall be implemented and operational before the first peak crayfish settlement period (May to September) following completion of the reclamations. ~~A report on this matter~~the implementation and operation of the design and deployment plan shall be submitted to the Council's Council's Consents Manager for certification by the end of the following October; and provided to Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)).

50 The juvenile crayfish settlement devices shall be monitored for a period of 5 years ~~and then~~following their installation, following which their effectiveness shall be reviewed. ~~An~~To the extent practicable, the Consent Holder shall involve Te Tai Uru or their nominees in the monitoring. The Consent Holder shall:

- (a) submit an annual monitoring report shall be submitted to the Council's Consents Manager by March 31st each year. The monitoring report shall contain information on inspection dates, observations, conclusions on the effectiveness of the devices, and any changes to the devices, as well as detail the extent to which members of Te Tai Uru or nominees have been involved and had input into both the monitoring and preparation of the monitoring report. The report should include a comparison of data from any other relevant local or regional sites. Copies of the monitoring report shall be provided to the Ministry of Primary Industries, Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(d)) and the PCLG. After five years, an independent expert in crayfish ecology shall be commissioned to review the results and provide recommendations for ongoing monitoring.
- (b) ~~Based on~~submit a Monitoring Review and Recommendation Report (MRRR) prepared by an independent expert in crayfish ecology to the Council's Consents Manager within [3 months] of the fifth anniversary of the installation of the juvenile crayfish settlement devices. The report shall:



- (i) review the original design and deployment plan;
- (ii) review the results of the prior five annual monitoring reports to determine any conclusions or trends regarding the success of the devices; and
- (iii) provide recommendations of that review, the for any changes to the devices (including their design or deployment) as well as any ongoing monitoring requirements may; and
- (iv) identify any recommendations made by Te Tai Uru but not supported by the independent expert including the reasons for the expert's position.

Copies of the MRRR shall be agreed between provided to the Ministry of Primary Industries, Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)) and the PCLG.

- (c) within [2] months of the submission of the MRRR to Council, submit a further report to the Council's Consents Manager and Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)) detailing how the Consent Holder and Council's Consents Manager has implemented, or proposes to implement (including timeframes), the recommendations of the independent expert and where it is not practicable to implement such recommendations, the reasons why. The report shall detail the Consent Holder's engagement with Te Tai Uru in considering and (where relevant) implementing the independent expert's recommendations.
- (d) in the event that the MRRR recommends ongoing monitoring, engage an independent expert to prepare an Ongoing Monitoring Plan and submit this to Council and Te Tai Uru within 30 working days of the MRRR. Any recommendations made by Te Tai Uru but not supported by the independent expert should be identified along with reasons.

51 Area of Capital and Maintenance Dredging

The capital and maintenance dredging authorised by this consent is generally limited to the Wharf 6 and 7 operating area, shown on Worley Parsons plan submitted with the applications and referenced in Condition 1.

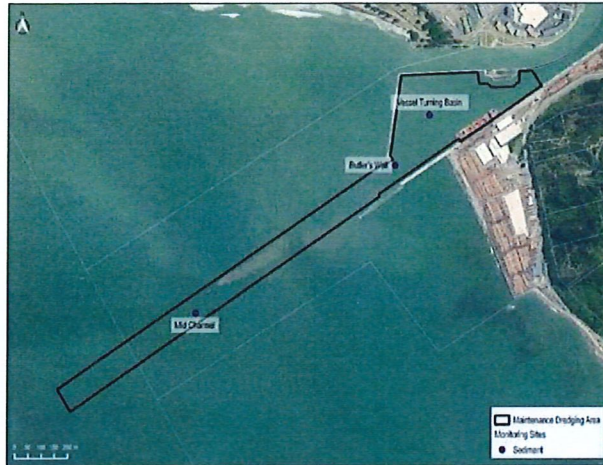
52 Management of Capital and Maintenance Dredging Operations

The capital and maintenance dredging operations shall be carried out so that there is no conspicuous change in the colour and visual clarity of the seawater after two hours of the cessation of each dredge run, or when the dredging overlaps within this 2 hour period, within 2 hours after the last completed dredge run.

53 ~~Port Sediment Quality Monitoring Programme~~ Survey

The Consent Holder shall, annually in February or March, ~~arrange undertake~~ a Port Sediment Survey involving representative sampling and analysis of metals, a metalloid (arsenic), Total Resin Acids and total PAH's Polycyclic Aromatic Hydrocarbons (PAH) within the sediments to be maintenance dredged. The sampling undertaken as part of the Port Sediment Survey shall be related to the port wide sediment quality sampling programme involving at least the three sites shown in the figure below; and at the background site at the Turanganui River section below the Gladstone Road bridge. A Standard Operating Procedure for the sampling and analysis is to be provided to the Council and to Te Tai Uru before ~~provided~~ the work is undertaken.





Maintenance Dredging Area & Sediment Sampling Sites



The sedimentPort Sediment Survey sampling and analysis shall involve the metals, metalloid (arsenic) and organics identified in Table 1 below. The results shall be carried with reference to the ANZECC Guidelines for Marine Water Quality 2000 Table 3.5.1 Recommended Interim Sediment Quality Guidelines – Low Trigger Value also listed below in order to assess the suitability of the dredged sediments for offshore disposal.

Table 1: ANZECC InterimParameters to be tested in Sediment Qualityand ANZECC Reference Guidelines where available

Parameter	Recommended Interim Sediment Quality Guidelines (ISQG) Low Trigger Value (mg/kg)
Arsenic	20
Cadmium	1.5
Chromium	80
Copper	65
Lead	50
Mercury	0.15



Nickel	21
Silver	1
Zinc	200

In addition to this total Polycyclic Aromatic Hydrocarbons shall be monitored in the sediment at the same intervals as those for the parameters listed in Table 1 above. The trigger value for these is 4,000 µg Sn/kg dry wt. Organics	Recommended Interim Sediment Quality Guidelines (ISQG) Low Trigger Value (ug/kg)
Total PAH	4000
Total Resin Acids	No Guideline

Advice Note:

The ISQG - Low guideline values are those below which toxicological effects on biota are unlikely, and above which such effects are more probable. They are not 'compliance limits' that have to be met on all occasions as outlined in clauses (e) and (f).

The Port Sediment Surveys (and the reports referred to in conditions 55, 56 and 57) are intended to confirm that the material is suitable for offshore disposal in terms of the contaminant concentrations which are assessed in relation to ANZECC Guidelines. However these surveys and reports also support the recognition of the values and aspirations that hapū hold for the coastal marine environment in which the Off Shore Disposal Ground (OSDG) is currently situated.

- 54 All sampling and analysis shall be carried out by suitably qualified independent contractors and analytical laboratories approved by the Council and such sampling and analysis shall be carried out at the cost of the Consent Holder. The analysis shall be carried out in accordance with the American Public Health Association, American Water Works Association and Water Pollution Control Federation: Standard Methods for Examination of Water & Wastewater: 22nd (2012) or newer edition.

Advice Note:

A copy of the sediment sampling laboratory report and associated csv file and field notes will be forwarded to the Council as soon as they are received from the laboratory.



- 55 ~~AA Port Sediment Monitoring~~ report presenting and interpreting the results of each ~~sediment metals and metalloids monitoring survey~~ Port Sediment Survey with reference to the ANZECC trigger value guidelines shall be prepared by an independent contractor(s), and a copy forwarded to the Consent Holder, the Council, Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)) and PCLG within 20 working days of completion of the laboratory analysis.
- 56 Where an ANZECC trigger value guideline is exceeded ~~in a particular survey~~ at the same sampling site on consecutive annual Port Sediment Surveys, or there is an increase in Total Resin Acids at the Consent Holder's sampling sites, further sampling of the parameters identified in Table 1 shall be undertaken within 40 working days to verify (or otherwise) the exceedance and background concentrations in other parts of Poverty Bay will be established. If background levels in other parts of Poverty Bay are also above the trigger value guideline then no within the port sediments to be maintenance dredged. This further action is required. If the sampling shall include a background levels a site in the Turanganui River section below the trigger value guideline limit, then the Gladstone Road bridge. The Consent Holder shall provide a further monitoring report provided on the findings of this assessment work to the Council shall identify and Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)) that identifies:
- (a) ~~the possible sources of the contaminant and;~~
 - (b) ~~if one or more of the sources can be related to port related activities then the report shall identify, any possible management options for the reducing the levels of contaminants discharged to the port; and~~
 - (c) ~~Where an ANZECC trigger value guideline is exceeded in two or more~~ engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified condition 4(a) including any recommendations made by Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)) and where such recommendations have not been accepted or acted upon, the reasons why.
- 57 ~~Sediment quality surveys and for which background levels do not also exceed the guideline sediment limit, then a sediment quality survey shall be undertaken annually for the term of the dredging consent to representatively determine metal concentrations in the sediments at the Off Shore Disposal Ground (OSDG), the background site in the Turanganui River below the Gladstone Road Bridge, and at the sites monitored under condition 65. The results of the OSDG survey sediment quality surveys shall be reported to the Council and Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)) within 20 working days of completion of the laboratory analysis. The report Consent Holder shall assess retain (or ensure the retention of) the sediment quality survey samples to assist with evaluating any exceedances in the subsequent annual Port Sediment Survey (and thereafter may be destroyed).~~
- 58 Within 4 weeks of reporting of results in accordance with condition 56, the Consent Holder shall provide a further report to the Council and Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)) that:



- (a) assesses the significance of the results of the relevant sediment quality surveys (in relation to the continued use of the OSDG, along with for the disposal of dredging sediments under these consents);
- (b) identifies any recommended measures necessary to avoid remedy or mitigate any adverse effects that are assessed to be of a more than minor nature on the OSDG resulting from the disposal of the dredging sediments under these consents ; and
- (c) details engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified condition 4(a) including any recommendations made by Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)) and where such recommendations have not been accepted or acted upon, the reasons why.

59 **Annual Capital and Maintenance Dredging & Disposal Report**

The consent holder shall submit to the Council, Te Tai Uru and the PCLG before the 30th of June each year a report on the year's capital and maintenance dredging and disposal operations, along with the results of the sediment and water quality monitoring required under the specific conditions of these consents.

60 **Review of Sediment and Water Quality Monitoring Programme**

The Consent Holder may as part of the any sediment or water quality monitoring report submitted to the Council request a review of consent conditions for changes to the nature of the testing, analysis and reporting to the Council where the concentrations of metalloids/metals have over a significant period of time been consistently below the ANZECC guideline trigger values.

Any such request shall detail the engagement undertaken with Te Tai Uru in relation to the proposed change and any recommendations or views expressed by Te Tai Uru.

Advice Note:

This condition is intended to enable the Consent Holder to not test for certain parameters where they are consistently below the ANZECC trigger value guidelines. They are not intended to give the Consent Holder the ability to alter the frequency of the testing nor the ANZECC trigger values, which can only be changed through an application under Section 127 of the RMA.

61 **Area of Dredgings Disposal**

All dredged material shall be disposed of within the OSDG identified by the following NZTM co-ordinates and shown in the figure below.

Northings	Eastings
5703102	2032605
5704450	2034095
5702065	2034417
5702583	2034951





Offshore Spoil Disposal Ground Plan

62 Spread of Dredged Material

The dredged material shall be evenly discharged so as to spread over the OSDG and not concentrated in any one particular location. Each dredge discharge track is to be logged and a copy of the log forwarded to the Council annually by the 31st of October in the year in which the disposal occurs until this consent expires.

63 Management of Dredge Disposal Operations

There shall be no conspicuous visual change in colour and visual clarity of the seawater as a result of the consent holder's operations and activities that are authorised by this consent after six hours of the cessation of each dredge discharge run.

64 Disposal Ground Surveys and Monitoring

The Consent Holder shall undertake annual hydrographic and side-scan sonar surveys of the OSDG. The results of the surveys are to be sent to the Council and PCLG by the 31st of October of each year in which the survey has occurred, until this consent expires.

65 Benthic Ecology Monitoring Programme

The Consent Holder shall every five years undertake in-faunal sampling and analysis of the sediments within and near the OSDG, ~~until this consent expires, and at appropriate control sites. Such control sites shall include reference sites located in areas of soft substrate, where possible, in close proximity to known sub-tidal reef habitats identified in consultation with Te Tai Uru.~~ The sampling site's methodology and data analysis shall be generally consistent with the last previous programme undertaken and reported on by the National Institute of Weather and Atmospheric Research (NIWA) in May 2014.

Not less than 20 working days prior to the first analysis in accordance with this condition, the Consent Holder shall submit to the Council's Consents Manager for certification a proposed methodology for the Benthic Monitoring Programme. The proposed methodology shall detail engagement with Te Tai Uru (or where Te Tai Uru



has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)) regarding the proposed methodology, including reasons why any recommendations made and implemented by Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)) have not been accepted.

The results of the sampling and analysis are to be reported to the Council, Te Tai Uru (or, where it has not been established, the hapū identified in condition 4(a)) and PCLG by the 31st October of the year sampling occurs.

66 **Disposal Ground Investigations**

The Consent Holder shall within 6 months of the commencement of this consent submit to the Council, Te Tai Uru (or, where Te Tai Uru has not been established, the hapū identified in condition 4(a)) and the PCLG a report from a coastal processes engineer detailing the investigations to be carried out into the long term capacity of the OSDG for the duration of this consent, as generally outlined in the Worley Parsons report of 2 February 2015 submitted with the application.

The Consent Holder shall within 1 year of the commencement of this consent and at subsequent 1 year intervals submit to the Council, Te Tai Uru (or, where Te Tai Uru has not been established, the hapū identified in condition 4(a)) and the PCLG a progress report from a coastal processes engineer on the OSDG coastal processes investigations, along with any preliminary findings and recommendations.

The Consent Holder shall not less than 6 months before the expiry of ~~this consent~~ submit to the Council each of the consents for maintenance and capital dredging, submit to the Council, Te Tai Uru (or, where Te Tai Uru has not been established, the hapū identified in condition 4(a)) and the PCLG a report on the findings of the OSDG coastal processes investigations, along with recommendations on the future use of the facility and/or any possible alternative facilities for the disposal of maintenance dredgings from the Port of Gisborne. The report shall:

- (a) Determine settling velocity of dredge spoil sediments and relate this to plume longevity caused by the activities authorised by these consents.
- (b) Determine and complete a programme of targeted data collection for spring and neap tide situations during dredging to characterise settling and dispersion patterns of sediment from dredging.
- (c) Determine and complete a programme using Acoustic Doppler Current Profiler (ADCP) to characterise currents through the water column to inform settling rates and dispersal patterns caused by the activities authorised by these consents.
- (d) Determine the long term capacity of the outer spoil disposal ground for the disposal of spoil from Eastland Port dredging.
- (e) Detail of engagement with Te Tai Uru (or where Te Tai Uru has not been established in accordance with condition 4(d), each of the hapū identified in condition 4(a)), including identification of any recommendations made and implemented, and where such recommendations have not been accepted or acted upon, the reasons why.



Kaitiaki Partnership Group

Within two months of the commencement of these resource consents the Consent Holder shall provide an offer in writing to the following local iwi (tangata whenua) to establish and maintain a Kaitiaki Partnership Group (KPG):

Ngāti Oneone

Ngāti Porou

Te Atianga a Mahaki

Rongowhakaata.

Note: *Te Atianga a Mahaki a Mahaki are included at the request of the Consent Holder (Right of Reply dated 5 July 2018). The Consent Holder may also wish to confer with the Council regarding any other local iwi groups that could be invited to be a part of the KPG.*

Each of the iwi groups identified may nominate two representatives to the KPG. The Consent Holder and the Council may also each nominate two members to the KPG.

As soon as practicable after acceptance of the offer by one or more of the iwi a Protocol establishing the KPG shall be executed by the Consent Holder, the accepting iwi and the Council representatives. The Protocol shall set out the following, as a minimum:

The role, purpose and functions of the KPG;

The composition of the KPG;

The process for determining and amending where necessary membership of the KPG;

How the KPG intends to carry out its functions, including the frequency and format of KPG meetings;

The role of the GDC with respect to the KPG; and

The rates of remuneration for members of the KPG.

On ratification of the Protocol the KPG shall be constituted.

The role of the KPG shall be to provide a forum for the Consent Holder and tangata whenua to jointly discuss matters of interest to either party relating to the redevelopment of the Eastland Port in accordance with these resource consents and with other subsequent resource consents associated with the Consent Holder's Twin-Berths project.

The purpose of the KPG shall be to:

recognise and provide for the kaitiakitanga responsibilities of tangata whenua as being an integral part of the redevelopment of the Eastland Port under these



~~resource consents and with other subsequent resource consents associated with the Twin Berths project;~~

~~acknowledge and provide for the importance of the landform, sites of cultural significance, and the mauri of the water bodies within and surrounding the port area, as tāonga to tangata whenua;~~

~~facilitate involvement of tangata whenua in the preparation and implementation of resource consents associated with the Twin Berths project;~~

~~assist in identifying potential opportunities for some involvement in the wider, long term activities of the port, and~~

~~facilitate processes to manage actual or potential Maori cultural impacts that arise from implementation of the two current resource consents and other subsequent resource consents associated with the Twin Berths project.~~

~~The KPG shall exercise its purpose by:~~

~~establishing a Cultural Values Framework consistent with the values of tangata whenua;~~

~~reviewing and commenting on management plans and monitoring reports produced by the Consent Holder, including how any scientific and/or technical data may assist with the successful implementation of the Cultural Values Framework;~~

~~identifying and recommending opportunities for the inclusion of applicable cultural site memorial structures; and~~

~~managing any associated tangata whenua cultural ceremonies.~~

~~The first KPG meeting shall be held as soon as practicable after the establishment of the KPG.~~

~~The KPG shall meet at least twice per calendar year.~~

~~The KPG shall exercise its discretion as to how it will conduct/administer its functions under this consent (such discretion to be exercised reasonably at all times).~~

~~The Consent Holder shall:~~

~~meet all reasonable costs incurred by the KPG in fulfilling its functions under these resource consents, including KPG meetings and the remuneration of KPG members — subject to normal business practices such as invoicing and accounting in accordance with the Protocol;~~

~~give members at least 15 working days notice of the date, time and location of KPG meetings, and provide adequate time for the preparation and circulation of agenda papers;~~



~~take minutes of KPG meetings, to be forwarded to members and the Council within 10 working days of a meeting;~~

~~make minutes publicly available on the Eastland Port website (except for any sensitive information that all members agree shall be withheld); and~~

~~provide copies of relevant reports and other documentation to the KPG relating to the implementation of these resource consents and other subsequent resource consents associated with the Twin Berths project. This may also include information that relates to other projects associated with the Consent Holder's activities and/or operations.~~

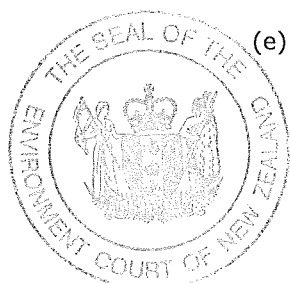
~~Augier Condition~~

~~The Consent Holder agrees to administratively and financially support the continued operation of the KPG until all decisions relating to these resource consents and other resource consents associated with the Twin Berths project—including for any variations on the Twin Berths project—are fully determined by the Council, and will use the KPG as a forum to verify/confirm a Cultural Values Framework for assessing this and all other RMA based resource consenting and monitoring during the period that the components of the Twin Berths project are being implemented. The Consent Holder also agrees to review in conjunction with the KPG and the Council the continued need for the KPG beyond this period.~~

67 **Review Condition**

The Council may serve notice on the Consent Holder of its intention to review the conditions of this consent pursuant to Section 128 of the Resource Management Act 1991.

- (a) within 30 working days of receiving a written recommendation from Te Tai Uru pursuant to condition 4(h)(ii)(B) relating to an adverse cultural effect where either:
 - (i) the Consent Holder does not propose to address Te Tai Uru's recommendation; or
 - (ii) Te Tai Uru considers the Consent Holder's response is inadequate;
- (b) within 30 working days of receiving the Consent Holder's report under condition 50(c), where the MRRR identifies recommendations that the Consent Holder's report does not propose to implement;
- (c) within 30 working days of receiving the Consent Holder's report under condition 58 in relation to sediment quality surveys, where that report identifies recommendations that the Consent Holder's report does not propose to implement;
- (d) at monthly intervals during the construction of the redeveloped wharves and associated infrastructure as authorised by this consent,
- (e) within one month after the first anniversary of the commencement of the redeveloped wharves use, and



- (f) thereafter within one month after each subsequent anniversary, for the following reasons:
- (i) To review the effectiveness of the conditions of these resource consents in avoiding or mitigating any adverse effects on the environment from the Consent Holder's activity and, if considered appropriate by the Council, to deal with such effects by way of further or amended conditions.
 - (ii) To review the appropriateness of conditions in the light of changes to relevant national standards, regulations and guidelines, and the Council's relevant regional and district plans.
 - (iii) To impose additional or modify existing conditions of this consent relating, but not limited to, the matters specified below if necessary to deal with any adverse effect on the environment which may arise from the exercise of this permit and which it is appropriate to deal with at a later date:
 - (A) Dust and noise emissions;
 - (B) Marine pest management
 - (C) Juvenile crayfish settlement devices; and
 - (D) Stormwater management and water quality.

Advice note:

In considering whether to exercise its discretion to initiate a review of the conditions, the Council will be obliged to act in accordance with section 128 of the RMA.

68 **Consent Terms**

The term of the consent for the coastal permit for the reclamation and associated use of the redeveloped Wharf 6 and 7 area, shall be unlimited in accordance with Section 123 of the RMA.

The term of consent for the stormwater discharge shall be ~~to 33 years and six months~~ until 27 February 2052 (which is the same period as the 35 year term stormwater discharge consent for the wharf side log yard issued on 27 February 2017).

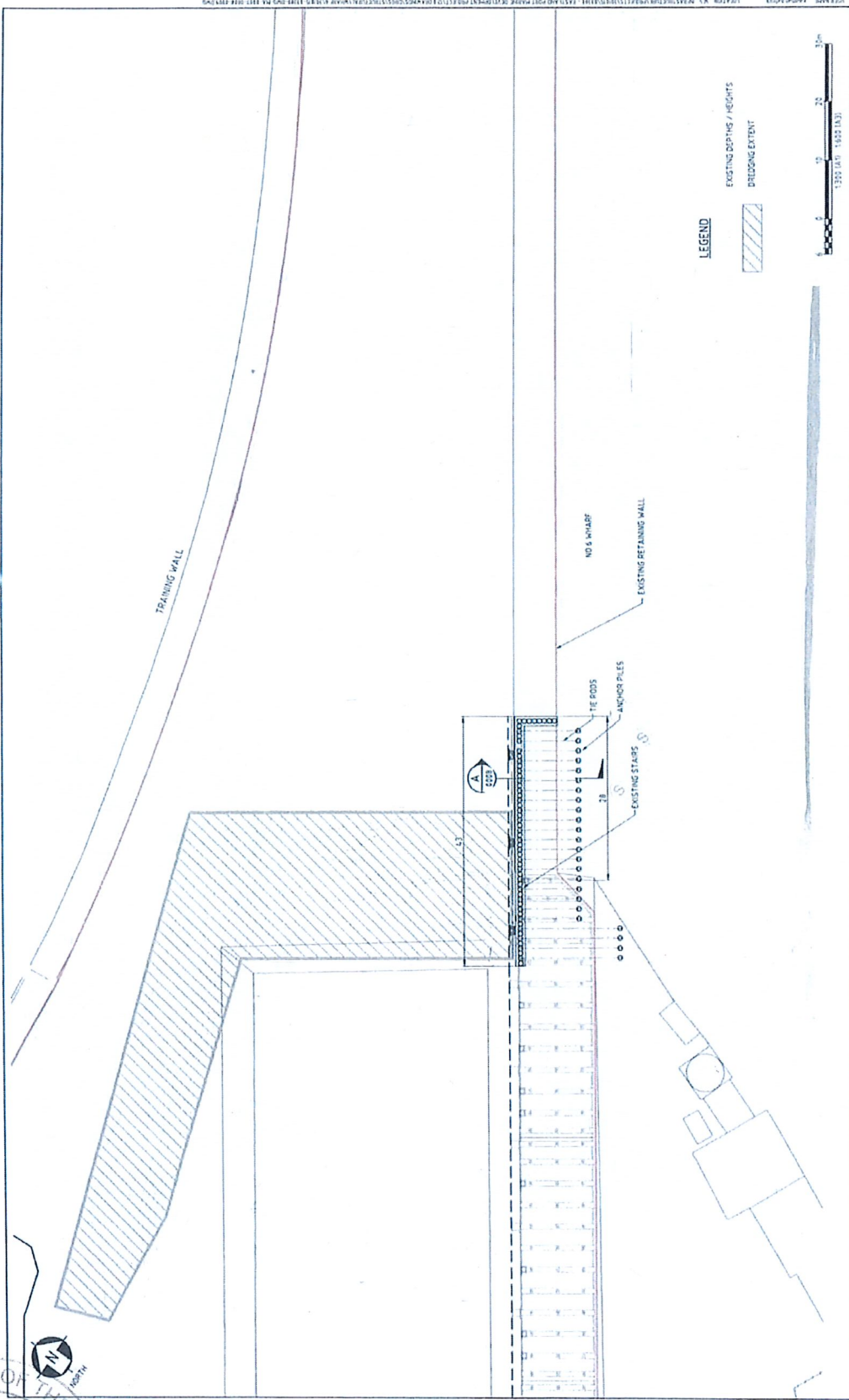
The term of consent ~~term~~ for the maintenance dredging ~~consent~~ and disposal shall be for 10 years from the ~~consent decision~~ date of commencement of these consents, or upon the issue of any new or re-consenting for maintenance dredging within the harbour basin, whichever is the sooner.

The term of consent for the capital dredging and disposal activities, construction of the wharf related facilities, discharge permit for ~~for~~ runoff containing contaminants to land and water from the earthworks, and site remediation activities shall be five years from the date of commencement of these consents.



APPENDIX B – REVISED PLANS





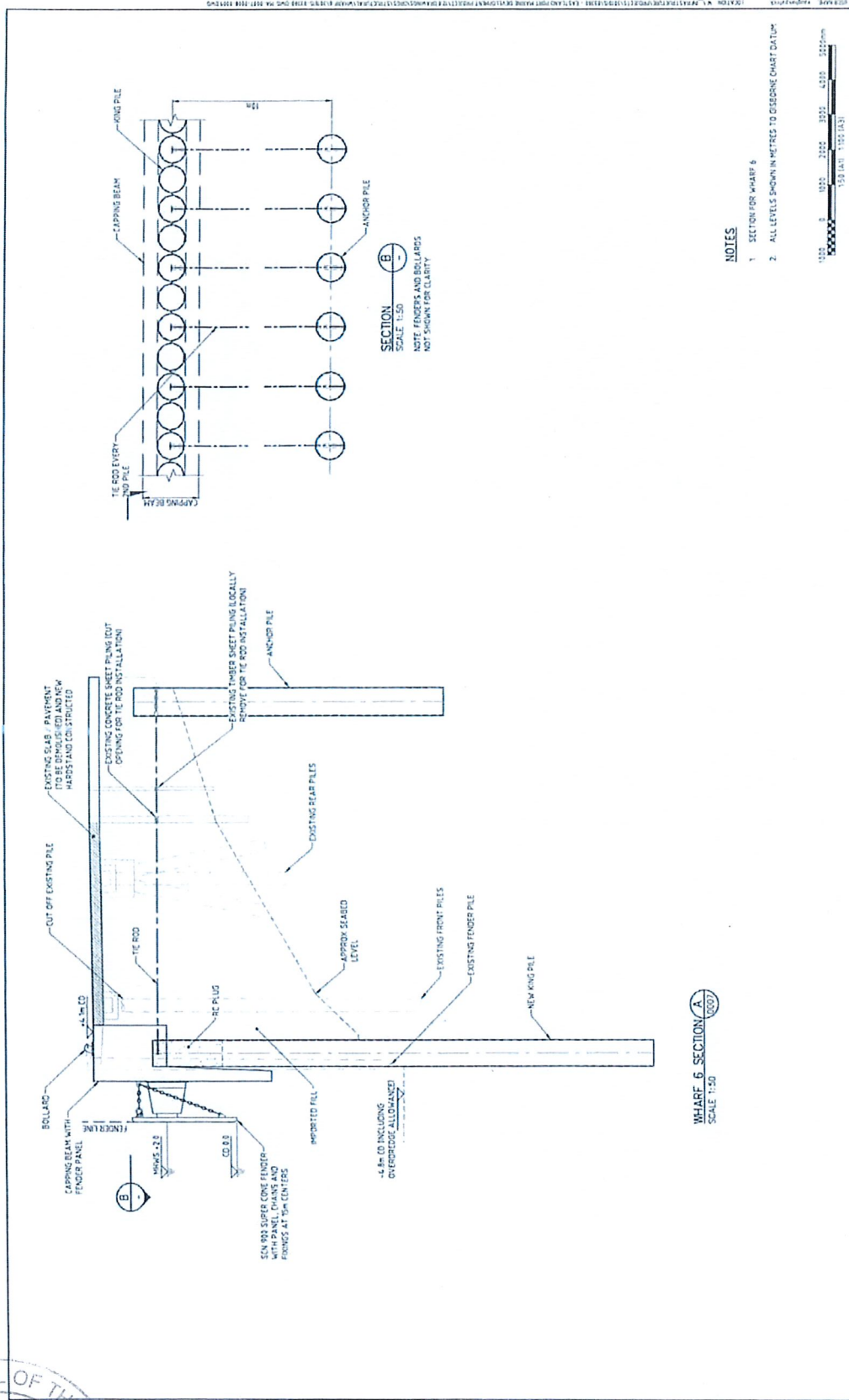
Worley
 WHARF 6 UPGRADE - EASTLAND PORT
 SITE PLAN

Eastland Port

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301015-03380

NO.	DATE	DESCRIPTION	BY	CHKD	APP'D	CUSTOMER	REP. DRAWING NO.	REFERENCE DRAWING TITLE
1	15/01/2015	ISSUED FOR CONSENT	SA	SA				
2	15/01/2015	ISSUED FOR CONSENT APPROVAL	SA	SA				
3	15/01/2015	ISSUED FOR INFORMATION	SA	SA				
4	15/01/2015	ISSUED FOR PERMITTING	SA	SA				
5	15/01/2015	ISSUED FOR CLIENT REVIEW	SA	SA				
6	15/01/2015	ISSUED FOR CLIENT REVIEW	SA	SA				
7	15/01/2015	ISSUED FOR CLIENT REVIEW	SA	SA				
8	15/01/2015	ISSUED FOR CLIENT REVIEW	SA	SA				
9	15/01/2015	ISSUED FOR CLIENT REVIEW	SA	SA				
10	15/01/2015	ISSUED FOR CLIENT REVIEW	SA	SA				



NO.	DATE	REVISION	BY	CHKD.
1	13/04/21	ISSUED FOR TENDER	SA	SA
2	17/07/21	REVISED FOR GEOTECHNICAL CONSULTANT	SA	SA
3	18/07/21	REVISED FOR APPROVAL	SA	SA
4	18/07/21	REVISED FOR APPROVAL	SA	SA
5	18/07/21	FINAL REVIEW	SA	SA

PROJECT SCALE
301015-03380

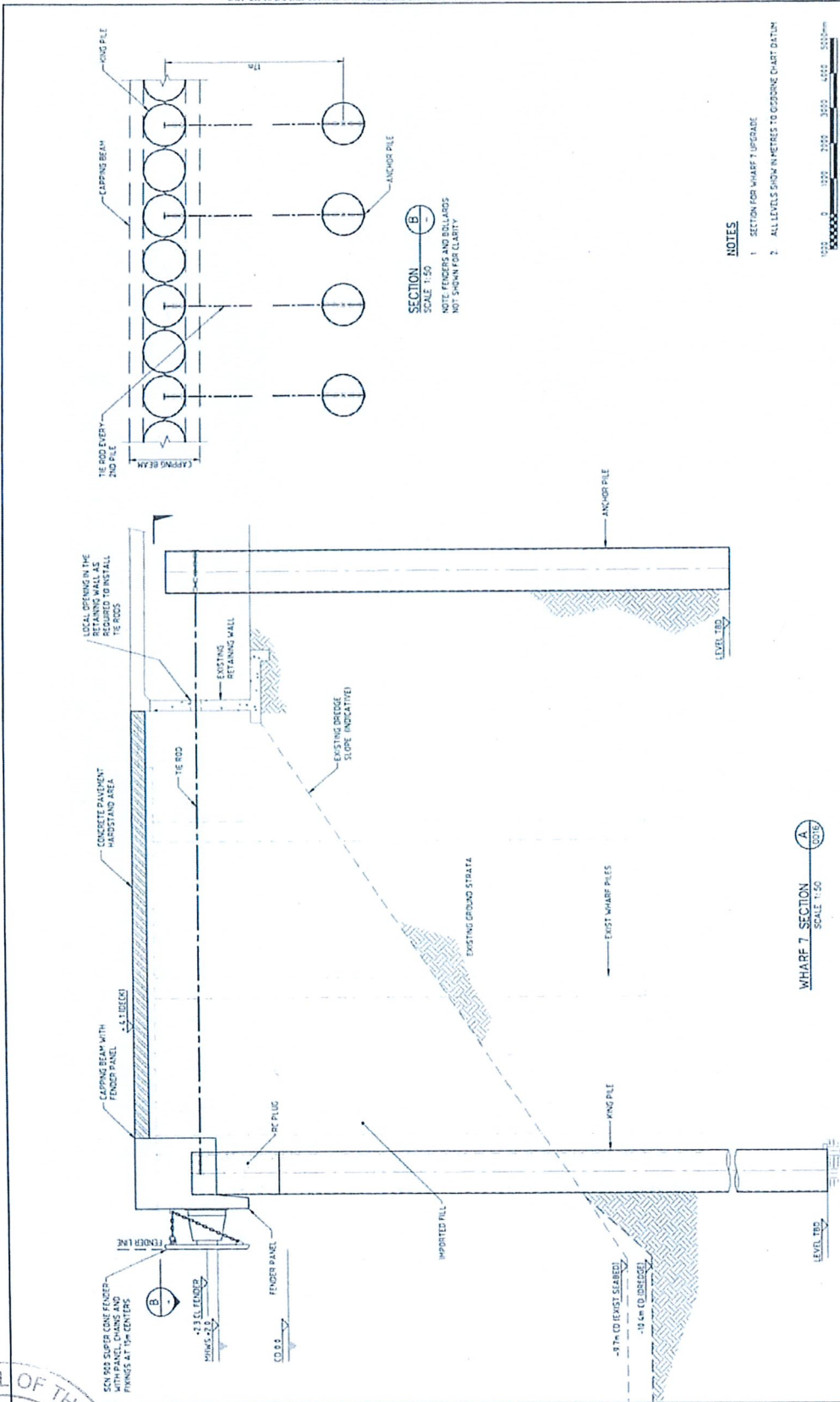
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301015-03380-MA-DWG-0008



NO.	DATE	DESCRIPTION	BY	CHECKED	APPROVED	LISTING	REFERENCE DRAWING TITLE
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4	14/07/14	ISSUE FOR PERMIT	AN	PL	PL		
5	14/07/14	ISSUE FOR PERMIT	AN	PL	PL		

WHARF 7 SECTION
SCALE 1:50

SECTION A
SCALE 1:50

WHARF 7 UPGRADE - EASTLAND PORT
TYPICAL SECTIONS

301015-03380-MA-DWG-0015

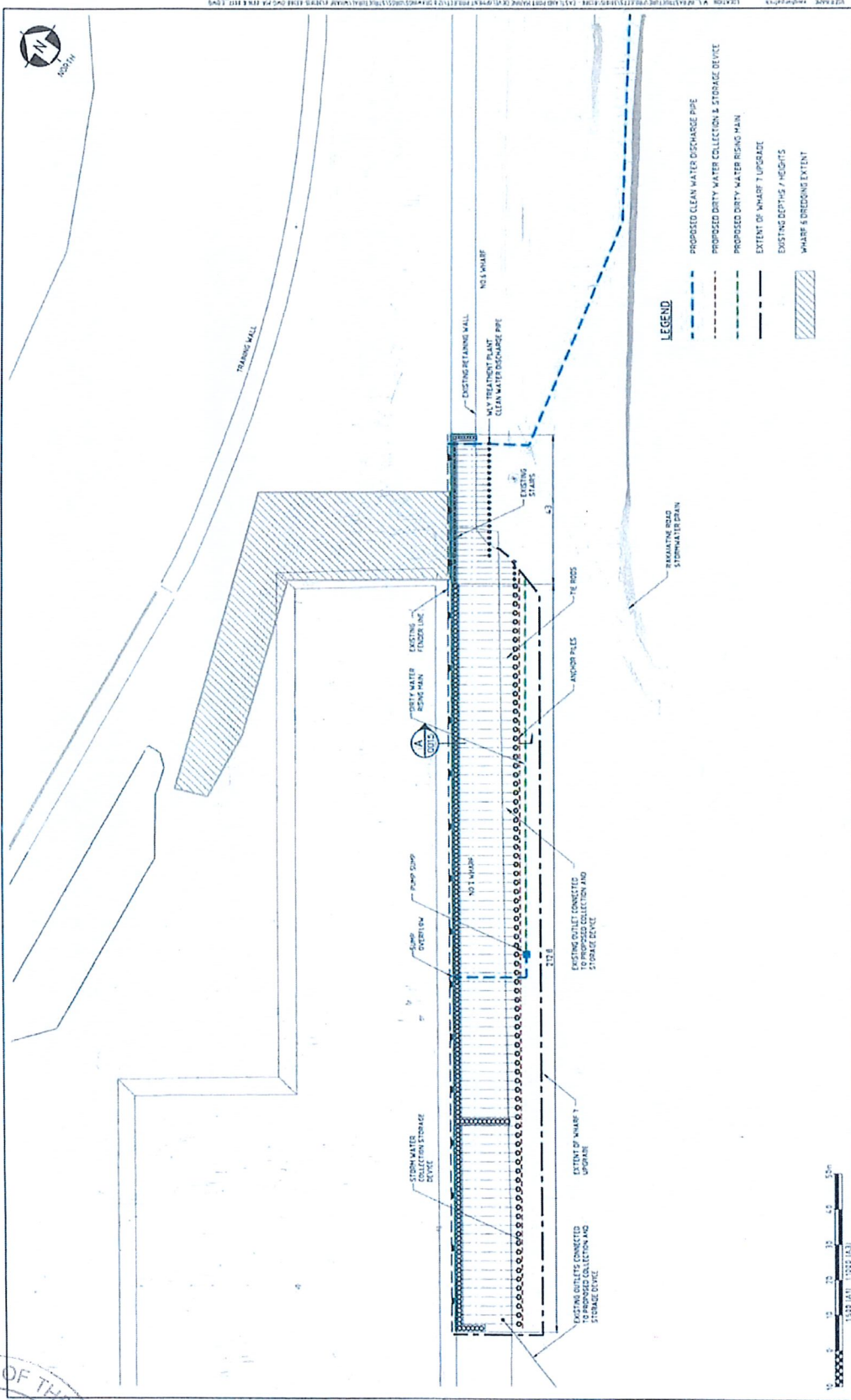
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ENGINEERING CONSULTANTS

301015-04015

Eastland Port

Worley

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NO.	DATE	REVISION DESCRIPTION	BY	CHKD	APP'D	DATE	REFERENCE DRAWING FILE
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2	13/04/15	ISSUED FOR PRELIMINARY REVIEW	DM	SA	SA		
3	13/04/15	ISSUED FOR PRELIMINARY REVIEW	DM	SA	SA		
4	13/04/15	ISSUED FOR PRELIMINARY REVIEW	DM	SA	SA		
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PROJECT SCALE:

 PROJECT NO: 301015-03380

 PROJECT NAME: WHARF 6 & 7 UPGRADE - EASTLAND PORT

 PROJECT LOCATION: EASTLAND PORT

 PROJECT DATE: 13/04/15

 PROJECT STATUS: PRELIMINARY REVIEW

 PROJECT REFERENCE: 301015-03380-MA-DWG-0016

 PROJECT SHEET: 01 OF 1

 PROJECT DRAWN BY: DM

 PROJECT CHECKED BY: SA

 PROJECT APPROVED BY: SA

 PROJECT DATE: 13/04/15

Eastland Port

 INFORMATION ONLY

 NOT TO BE USED

 FOR CONSTRUCTION

Worley

 WHARF 6 & 7 UPGRADE - EASTLAND PORT

 SITE PLAN

PROJECT NO: 301015-03380

 PROJECT NAME: WHARF 6 & 7 UPGRADE - EASTLAND PORT

 PROJECT LOCATION: EASTLAND PORT

 PROJECT DATE: 13/04/15

 PROJECT STATUS: PRELIMINARY REVIEW

 PROJECT REFERENCE: 301015-03380-MA-DWG-0016

 PROJECT SHEET: 01 OF 1

 PROJECT DRAWN BY: DM

 PROJECT CHECKED BY: SA

 PROJECT APPROVED BY: SA

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PROJECT NO: 301015-03380

 PROJECT NAME: WHARF 6 & 7 UPGRADE - EASTLAND PORT

 PROJECT LOCATION: EASTLAND PORT

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 PROJECT REFERENCE: 301015-03380-MA-DWG-0016

 PROJECT SHEET: 01 OF 1

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 PROJECT DATE: 13/04/15

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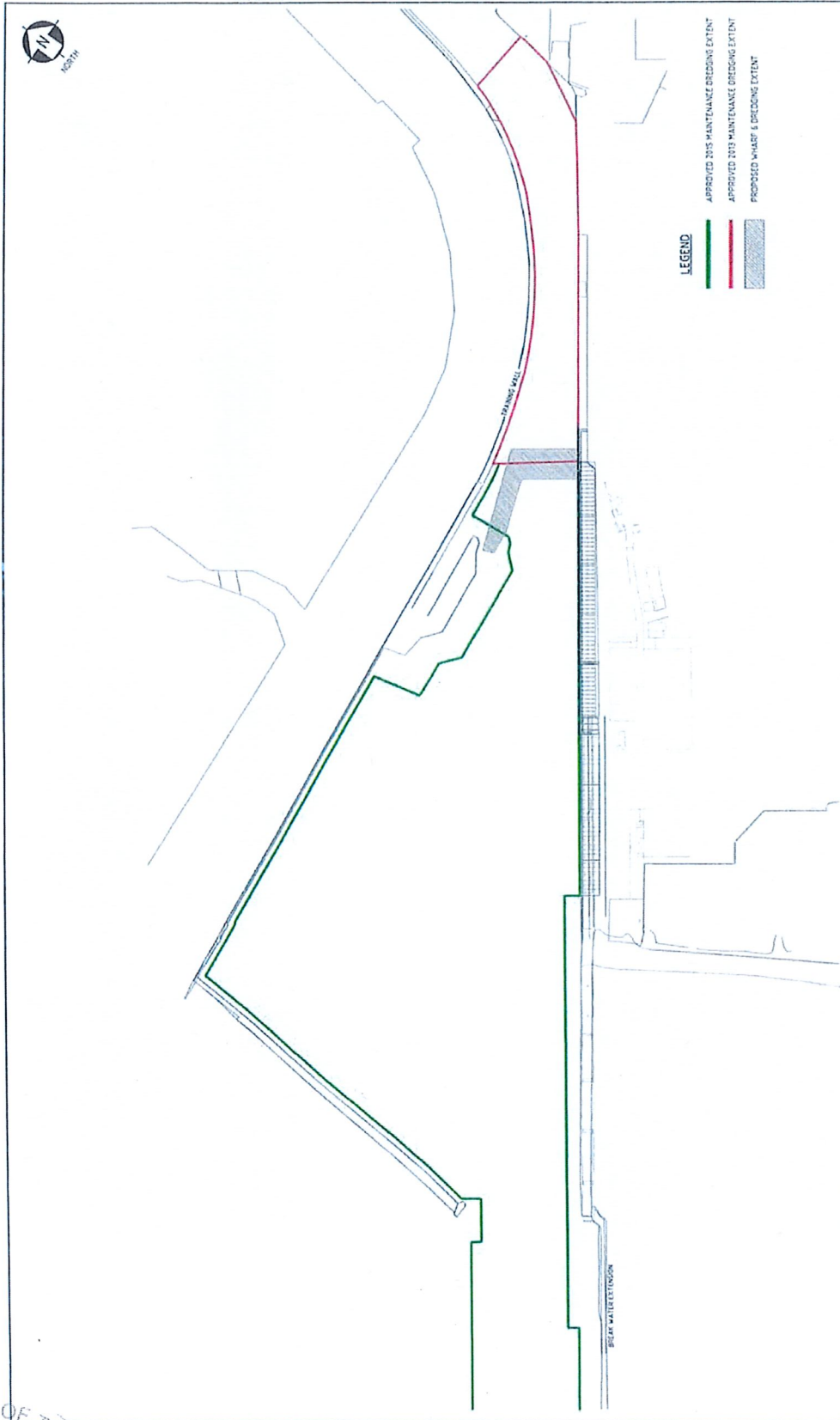
 PROJECT SHEET: 01 OF 1

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 PROJECT CHECKED BY: SA

 PROJECT APPROVED BY: SA

 PROJECT DATE: 13/04/15



LEGEND

- APPROVED 2015 MAINTENANCE DREDGING EXTENT
- APPROVED 2019 MAINTENANCE DREDGING EXTENT
- PROPOSED WHARF 6 DREDGING EXTENT



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Worley
WHARF 6 & 7 UPGRADE - EASTLAND PORT
DREDGE EXTENTS PLAN

Eastland Port
THE PORT OF EASTLAND IS A PORT OF CALL FOR THE PORT OF LITTLETON, NEW ZEALAND.

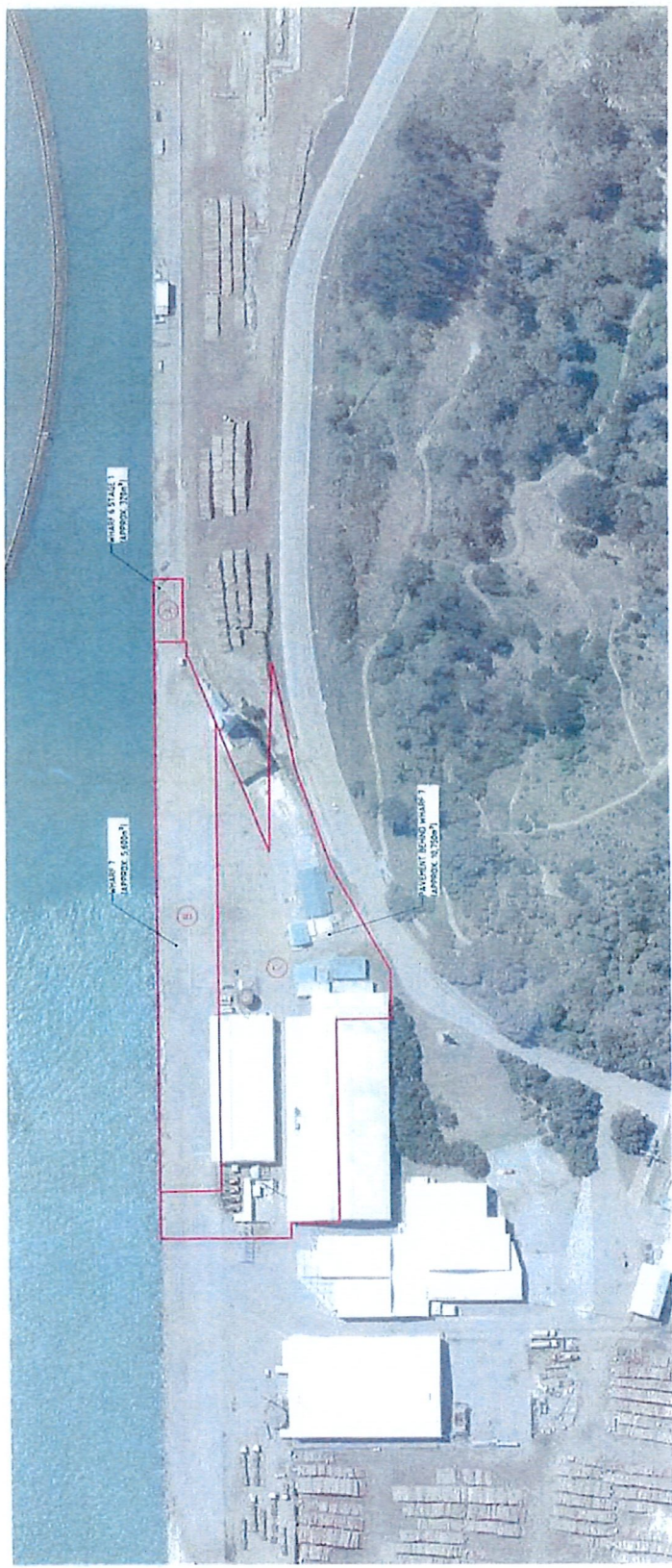
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OneWay
301015-03380

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LEGEND
 - - - - - STORMWATER CATCHMENT BOUNDARY AND LETTER
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Worley
 WHARF 6 & 7 UPGRADE-EASTLAND PORT
 STORMWATER CATCHER AREAS
 PLAN
 301015-03380-NA-DWG-0021

Eastland Port

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OneWay
 301015-03380

NO	REVISION DESCRIPTION	DATE	BY	CHKD	APP'D	DATE	DESCRIPTION
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