

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

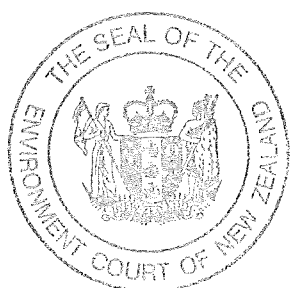
2 This consent is granted by the Council, subject to its servants or agents being permitted reasonable access to the relevant parts of the site at all reasonable times for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples. Wherever possible, reasonable 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.

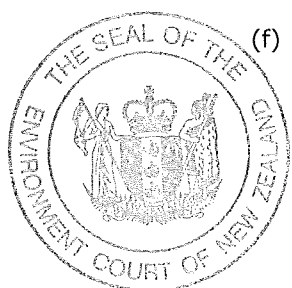
- (b) Each of the hapū identified in condition 4(a) may nominate two representatives as members of Te Tai Uru. The Consent Holder and the Council may also each nominate two representatives as members to Te Tai Uru.

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).

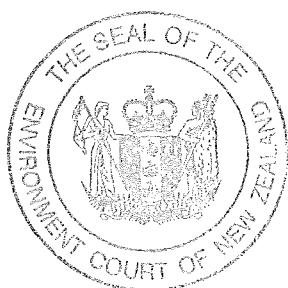
In these consent conditions, "these consents" refers to the present consents relating to Slipway consents (LU-2017-107945-00, CD-2017-107944-00, DW-2017-107943-00, DL-2017-107942-00) and does not refer to the Anticipated Twin Berths Applications.

(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:

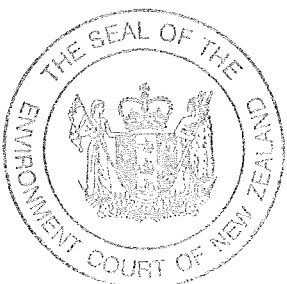
- (i) establishing a port-wide **Cultural Values and Relationships Framework (CVRF)** in accordance with Conditions [4 (m) – (q) below; and



- (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.

