Resource Consent No RM26-0055-DC

Port of Tauranga Limited

A resource consent:

- Under section 12(1) and 12(2)(b) of the RMA and Rule PZ10 of the Bay of Plenty Regional Coastal Environment Plan for the discharge to and disturbance of the foreshore and seabed associated with capital dredging activities for the Stella Passage Development; and

- Under sections 12(1), 12(2)(b) and 15(1) of the RMA and Rule PZ5 of the Bay of Plenty Regional Coastal Environment Plan to undertake a controlled activity for the discharge to and disturbance of the foreshore and seabed associated with maintenance dredging activities within Stella Passage.

subject to the following conditions:

PURPOSE, LOCATION, SCOPE

A. **Purpose of this Resource Consent**

A.1 Te Awanui/Tauranga Harbour is a taonga and is important to:

- the iwi/hapū that have an ancestral and intimate relationship with Te Awanui/Tauranga Harbour and Tauranga Moana, which in turn, informs the exercise of their rangatiratanga and kaitiakitanga;

- the Port of Tauranga Limited who depends on Te Awanui/Tauranga Harbour for its operations; and

- the community who live, work and play in and around the harbour.

A.2 The purpose of this consent is to manage the effects associated with the excavation by capital dredging and ongoing maintenance dredging of material from Te Awanui/Tauranga Harbour.

A.3 The dredging is required to create the sitting basins and to extend and deepen the shipping channel to a depth of up to 16 metres below chart datum for the use of the Sulphur Point and Mount Maunganui wharf extensions.

B. **Location**

B.1 The area to be dredged is located in the Stella Passage of Te Awanui/Tauranga Harbour as shown on the plans titled as follows:

- Proposed Wharf/Reclamations/Dredging Resource Consent Drawings, Drawing No. 320- 64-1 Rev A (Reference RM26-0055/1).

- Channel Dredging Co-ordinates Resource Consent Drawings, Drawing No. 320-59-1 Rev C (Reference RM26-0055/2).

C. **Map Reference**

C.1 At or about map reference NZTM 1880215.5E, 5826356.8N.

D. **Quantity**

D.1 The total volume of material excavated as capital dredging under this consent must not exceed 1,500,000 cubic metres.

D.2 Following the completion of capital dredging operations authorised by this consent, the consent holder will undertake maintenance dredging in accordance with the conditions of this consent, on an as needed basis, to ensure that the operational depth of 16 metres below chart datum is maintained within sitting basins and the shipping channel of Stella Passage.

RELATIONSHIPS

1. **Relationship of Iwi and Hapū with Te Awanui/Tauranga Harbour**

1.1 The relationship of iwi and hapū with Te Awanui/Tauranga Harbour is to be recognised and provided for by the consent holder through:

(a) Recognition of Whareroa Marae and Ngāti Kuku and Ngāi Tukairangi;

(b) Provision for the ongoing involvement of Tauranga Moana Iwi Customary Fisheries Trust;

(c) Funding the Stella Passage Development Advisory Group ("SPDAG") (to the extent required by condition 3);

(d) Invitations to the SPDAG, once formed, to engage as follows:

i. at least quarterly (or otherwise in accordance with condition 3.4) and concurrently with SPDAG meetings required by consent RM26-0055-LC; and

ii. an annual meeting with the Port of Tauranga Limited's Chief Executive Officer and Chair of the Board of Directors (condition 3.4(i));

(e) Provision for ongoing involvement of the SPDAG, once formed, in:

i. Preparation of a Mātauranga Māori State of the Environment report (condition 12.1);

ii. Preparation and implementation of a Mātauranga Monitoring Plan (condition 15.1) and funding support towards the preparation and delivery of mātauranga monitoring (condition 15.4);

iii. Participation during the preparation of the Dredge Management Plan (condition 8.1) and any subsequent amendments;

iv. Carrying out ceremonies in accordance with condition 3.4(h) and providing a Cultural Monitor in accordance with condition 14.1; and

v. Review of Te Paritaha ongoing monitoring results (condition 13.2);

(f) The provision of information to iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour regardless of whether or not the SPDAG is formed;

(g) A contribution of funds to the SPDAG to provide for ongoing projects that benefit the health of Te Awanui/Tauranga Harbour or that directly benefit iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour (conditions 18.1 to 18.3);

(h) Funding education and research scholarships for iwi and hapū that have a relationship with

Te Awanui/Tauranga Harbour (condition 19.1).

(i) Providing appropriate opportunities for iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour to be involved in the event the SPDAG is not established or they choose not to participate in the SPDAG.

Advice note: Participation in the SPDAG does not replace, limit or satisfy any requirement for direct engagement with an iwi or hapū where implementation of the consent may materially affect that iwi or hapū identified cultural values, relationships, and exercise of kaitiakitanga.

2. **Relationship Agreements between Port, Iwi, Hapū and/or entities**

2.1 The consent holder must facilitate the preparation of relationship agreements with the following iwi, hapū and/or entities within twelve (12) months of the commencement of this consent:

(a) Ngā Hapū ō Ngā Moutere Trust;

(b) Ngā Pōtiki;

(c) Ngāi Tamarāwaho;

(d) Ngāi Te Ahi;

(e) Ngāi Te Rangi;

(f) Ngāi Tukairangi;

(g) Ngāti Hangarau;

(h) Ngāti Hē;

(i) Ngāti Kuku;

(j) Ngāti Pūkenga;

(k) Ngāti Ranginui;

(l) Ngāti Ruahine;

(m) Ngāti Taka

(n) Ngāti Tapu;

(o) Ngāti Te Wai

(p) Waitaha iwi;

(q) Wairoa Hapū Settlement Trust

(r) Whareroa Marae;

(s) Pirirākau Tribal Authority Incorporated; and

(t) The Tauranga Moana Iwi Customary Fisheries Trust.

The purpose of these relationship agreements is to agree and record how the consent holder and the other party(s) will establish a long term organisation-wide tikanga-based relationship with each

other, including a forum to discuss matters which are outside the scope of or are not covered by this resource consent.

2.2 Over a period of thirteen (13) consecutive months from the commencement of this resource consent, the consent holder must either:

(a) Provide to the Bay of Plenty Regional Council support / endorsement letters from iwi, hapū and/or entities when relationship agreements are completed; and/or

(b) Provide details to the Bay of Plenty Regional Council as to why relationship agreements have not been concluded (including, if relevant, details of the consent holder's endeavours to establish relationship agreements).

Advice Note: the consent holder has offered conditions 2.1 - 2.2 and agrees to be bound by them pursuant to the Augier principle.

2.3 If, following the thirteen (13) month period provided in condition 2.2, any iwi, hapū and/or entity listed in condition 2.1 has commenced but not completed a relationship agreement, the consent holder must engage an independent mediator to facilitate the completion of the relationship agreement at its sole cost. The independent mediator is to be agreed between the parties to the relationship agreement, or failing such agreement appointed by the Regional Council.

3. **Stella Passage Development Advisory Group**

3.1 Within two (2) months of the commencement of this consent or RM26-0055-LC, whichever is earliest, the consent holder must engage with and invite the parties identified in clauses (a) – (t) below to establish a SPDAG and to nominate representative(s):

(a) Ngā Hapū ō Ngā Moutere Trust;

(b) Ngā Pōtiki;

(c) Ngāi Tamarāwaho;

(d) Ngāi Te Ahi;

(e) Ngāi Te Rangi;

(f) Ngāi Tukairangi;

(g) Ngāti Hangarau;

(h) Ngāti Hē;

(i) Ngāti Kuku;

(j) Ngāti Pūkenga;

(k) Ngāti Ranginui;

(l) Ngāti Ruahine;

(m) Ngāti Taka

(n) Ngāti Tapu;

(o) Ngāti Te Wai

(p) Waitaha iwi;

(q) Wairoa Hapū Settlement Trust

(r) Whareroa Marae;

(s) Pirirākau Tribal Authority Incorporated; and

(t) The Tauranga Moana Iwi Customary Fisheries Trust.

The purpose of the SPDAG is to provide a tikanga-based forum to facilitate active engagement between the consent holder and iwi and hapū to discuss the implementation of this consent and consent RM-26-0055-LC and the collective leadership to recognise Te Awanui/Tauranga Harbour as a taonga.

3.2 In the event that three (3) or more of the parties listed in condition 3.1 nominate representative(s) to form the SPDAG, the consent holder will confirm the establishment of the SPDAG to all parties listed in condition 3.1 and the Bay of Plenty Regional Council.

3.3 If nominations for SPDAG representatives are not received from at least three (3) of those parties identified in condition 3.1 within four (4) months of provision of the invitation from the consent holder, then:

(a) the consent holder must continue for a further four (4) month period to engage and invite those parties identified in condition 3.1 to establish the SPDAG;

(b) in the event that less than three (3) parties have nominated representative(s) in the eight (8) months since the first invite, the consent holder must:

i. invite all representatives who have been nominated to establish the SPDAG:

ii. continue to invite those parties identified in condition 3.1 every six (6) months until at least three (3) nominations have been received and appointed on the SPDAG;

iii. once at least three (3) nominations have been received and appointed on the SPDAG, continue to invite any party identified in condition 3.1 that has not provided a nomination to do so, at least annually for the duration of the consent.

3.4 Once the SPDAG has been established, the consent holder must:

(a) Acknowledge and use any new name of the SPDAG once confirmed by its members;

(b) Invite the SPDAG to commence preparation of a Protocol, at the consent holder's cost, that:

i. Should include:

(A) Regularity/frequency of meetings;

(B) Any proceedings governing its decision making such as quorum or voting;

(C) Processes for information sharing to, and between, the consent holder and the SPDAG regarding the implementation of the consent, including internal processes for the SPDAG to:

(aa) Comment on the Dredging Management Plan prepared, and amended, in accordance with conditions 8.1 and 8.7,

(bb) Access, review and comment on the results of environmental monitoring required under this consent and/or consent RM-26-0055-LC;

(cc) Support any review of these consent conditions under condition 24.1 and/or the equivalent condition in consent RM26-0055-LC; and

(dd) Provide advice to the consent holder regarding any concerns arising from the implementation of the consent that iwi and hapū may raise with the SPDAG.

(D) A process for SPDAG to receive requests for, and facilitate the provision of, any cultural ceremonies deemed appropriate by iwi and hapū who have a relationship with Te Awanui/Tauranga Harbour;

(E) Its preferred process for the consent holder to receive advice and recommendations regarding any mātauranga monitoring related to this consent and/or consent RM-26-0055-LC;

(F) A process to identify potential appointments in areas of interests of the SPDAG regarding this consent and/or consent RM-26-0055-LC;

(G) A process for the allocation and distribution of the restoration fund under conditions 18.1 to 18.3;

(H) Measures that protect against the unintended use or misuse (includes secondary use) of any mātauranga Māori;

(I) A preferred process for early engagement on any potential and/or likely variation to this consent and/or consent RM-26-0055-LC; and

(J) A process to review the SPDAG membership and invitation of additional parties to join the SPDAG if considered appropriate.

ii. Could also include:

(A) Its preferred process to discuss and consider the future application of the Tauranga Moana Framework in this consent and/or consent RM-26-0055-LC;

(B) The inclusion of Bay of Plenty Regional Council and Tauranga City Council, and other stakeholders, as active observers in SPDAG meetings;

(C) Engagement with, and induction of, contractors in the construction activities authorised by this consent and/or consent RM-26-0055-LC; and

(D) Other requirements under this consent and/or consent RM-26-0055-LC.

(c) Observe the processes which form part of any Protocol which has been finalised and approved by the SPDAG and provided to the consent holder.

(d) Facilitate the administration of each formal meeting of the SPDAG.

Advice Note: for the purposes of this condition and condition 3.4(d) of consent RM26-0055- LC, "Facilitate the administration of" means the consent holder will meet the fair and reasonable costs associated with each formal meeting of the SPDAG up to a maximum value of $51,360 per annum for the term of this consent and consent RM26-0055-LC, calculated in accordance with the schedule of costs attached as Appendix 1 to this consent. The annual amount payable must be adjusted annually for inflation in accordance with the Consumers Price Index (CPI).

(e) Take minutes of each formal meeting of the SPDAG, which must be forwarded to members within ten (10) working days of each meeting being held for those members to confirm the minutes are a true and correct record;

(f) Give members at least fifteen (15) working days advance prior notice of the date, time and location of each formal meeting of the SPDAG;

(g) If agreed by SPDAG, publish the Protocol and SPDAG meeting minutes on the consent holder's website in accordance with condition 4.5(c) of this consent;

(h) At least twenty (20) working days prior to commencing the first occurrence of capital dredging operations under this consent, invite the SPDAG to carry out a ceremony at the site of the proposed dredging if and where deemed appropriate by the SPDAG. The consent holder must confirm by notice in writing to the Chief Executive of the Bay of Plenty Regional Council or delegate that the opportunity to carry out a ceremony has been given to the SPDAG and whether or not that opportunity was taken up; and

(i) Invite the SPDAG to attend a meeting annually with at least the Port of Tauranga Limited's Chief Executive Officer and Chair of the Board of Directors. The purpose of the annual meeting is to involve iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour to be part of the strategic planning of the Port of Tauranga and to provide an opportunity to raise and discuss any cultural effects-based concerns. This includes, but is not limited to, a discussion around the details of the works authorised by this consent and RM26-0055-LC and proposed future stages subject to other consent processes. The consent holder must provide at least twenty (20) working days' notice of the proposed meeting date. The consent holder must confirm in writing to the Chief Executive of the Bay of Plenty Regional Council or delegate that the opportunity to undertake the annual meeting has been provided to the SPDAG.

3.5 Within ten (10) working days of the consent holder being advised by the SPDAG of any changes being made to its membership or Protocol, the consent holder must provide updated details of its membership or Protocol to the Bay of Plenty Regional Council.

3.6 If, following the requirements of conditions 3.1 and 3.3 above, no SPDAG is formed within ten (10) months after the provision of the invitations to those parties identified in condition 3.1, the consent holder:

(a) may proceed to implement the consent (including by seeking the Bay of Plenty Regional Council's certification of management plans);

(b) must, at least twenty (20) workings days prior to commencing the first occurrence of capital dredging operations under this consent, invite the parties listed in condition 3.1 to carry out a ceremony at the site of the proposed dredging if and where deemed appropriate by those parties. The consent holder must confirm by notice in writing to the Chief Executive of the Bay of Plenty Regional Council or delegate that the opportunity to carry out a ceremony has been given and whether or not that opportunity was taken up by the parties listed in condition 3.1;

(c) must, at least twenty (20) workings days prior to commencing any dredging campaign, instead invite the parties listed in condition 3.1 to each provide a Cultural Monitor in accordance with conditions 14.1 to 14.4;

(d) must instead consult with each of the parties listed in condition 3.1 in accordance with condition 16.4(c); and

(e) must instead provide directly to each of the parties listed in condition 3.1 the same information, access to monitoring data and opportunity for comment and response that would otherwise have been provided to the SPDAG.

4. **Notification**

4.1 The consent holder must notify (in writing) the following parties of its intention to commence dredging authorised by this consent, no less than twenty (20) working days prior to each dredging operation:

(a) The SPDAG and all of the parties listed in condition 3.1 directly;

(b) Department of Conservation; and

(c) Bay of Plenty Regional Council.

4.2 The consent holder must provide notice on its website (in accordance with condition 4.5) of its intention to commence dredging at least ten (10) working days prior to the commencement of each dredging operation authorised by this consent.

4.3 Notice under conditions 4.1 and 4.2 must include as a minimum:

(a) The area to be dredged within Stella Passage as authorised by this consent;

(b) The depths proposed to be achieved;

(c) An assessment of dredging volumes and whether those volumes consist of capital or maintenance dredging;

(d) An assessment of the material types expected to be dredged and expected contamination levels;

(e) The expected duration of the dredging operation;

(f) A plan for the disposal of dredged materials;

(g) Based on the results of the most recent invasive species survey undertaken through biosecurity monitoring by the Bay of Plenty Regional Council, identification of any measures to be implemented as part of the dredging operations to prevent the spread of any invasive species that may have been identified from that survey within the area to be dredged; and

(h) The name and 24-hour contact telephone number for the person with responsibility for supervising the dredging operation.

4.4 At least ten (10) working days prior to the commencement of each dredging operation authorised by this consent (both capital dredging and maintenance dredging), the consent holder must notify (in writing) the Coastguard, Tauranga Bridge Marina, Sulphur Point Marina and the Tauranga Harbourmaster and must post notices at the Whareroa Boat Ramp, Sulphur Point and Pilot Bay boat ramps and place a public notice in the Bay of Plenty Times advising the general public of the

following:

(a) The intention to start dredging;

(b) The area to be dredged;

(c) A contact number of the consent holder;

(d) The period during which dredging is expected to occur; and

(e) Any restrictions that will apply to navigation during the dredging operations.

4.5 The consent holder must establish and maintain, for the duration of this consent, a dedicated page on its website for the purpose of ensuring all monitoring and reports required under this consent are publicly available. The following documents or reports must be uploaded to the website as soon as practicable and no later than twenty (20) working days after being received or prepared by the consent holder:

(a) The final certified Dredge Management Plan (condition 8.1), including any variations to that Plan if amended in accordance with condition 8.7;

(b) The results of all monitoring and sampling undertaken by the consent holder pursuant to this consent;

(c) The Protocol of the SPDAG and Minutes of the meetings of the SPDAG unless identified by the SPDAG as not appropriate for public dissemination;

(d) Copies of dredging completion reports produced in accordance with condition 20.1; and

(e) Any other information related to the exercise of this consent.

WORKS

5. **Details of Works Authorised**

5.1 All dredging operations authorised by this consent must be undertaken in accordance with the resource consent application titled Stella Passage Development Fast-track Approvals Act 2024 Substantive Application dated January 2026 (except to the extent modified by these conditions), and in accordance with the plan titled 'Proposed Wharf/Reclamations/Dredging Resource Consent Drawings', Drawing No. 320-64-1 Rev A.

5.2 The capital dredging operations may be completed in one continuous work programme or by way of a staged programme.

6. **Restrictions/Standards**

6.1 Where used in the dredging operations, Trailing Suction Hopper dredging must:

(a) be undertaken with no overflow on the flood tide and a maximum of 15 minutes with overflow per load on the ebbing tide.

(b) have a Green Valve, or similar technology, installed to limit suspension of particles in the discharge water.

6.2 The consent holder must ensure that no contaminants, including fuel oils but excluding bed material and sediments, are permitted to enter the harbour waters as a result of the dredging operations authorised by this consent.

6.3 Dredge equipment must be regularly maintained, including lubrication and repair of winches, generators, propulsion components and other potential noise sources to reduce underwater noise. Maintenance records must be provided to the Bay of Plenty Regional Council upon request.

6.4 The consent holder must submit a plan to the Harbourmaster for approval of any proposed changes to the navigational aids as a consequence of the dredging prior to altering the location or form of any existing navigational aids. No changes shall be made to navigational aids without prior agreement from the Harbourmaster.

6.5 All vessel operations authorised by this consent must comply with the Marine Mammal Protection Regulations 1992.

7. **Disposal of Dredged Material**

7.1 All dredged material must be disposed of in accordance with the Sulphur Point and Mount Maunganui reclamations authorised by RM26-0055-LC, or in accordance with consents 65806 and 65807 (or any variation made to them) or any deposition consent which replaces consents 65806 or 65807.

8. **Dredge Management Plan**

8.1 The consent holder must prepare a final Dredge Management Plan in accordance with the draft Dredge Management Plan submitted with the application and condition 8.2:

(a) The consent holder must invite the SPDAG to provide comment on the Dredge Management Plan and provide at least twenty (20) working days for the SPDAG to provide comment.

(b) The consent holder must take into account any advice and/or recommendations provided by the SPDAG within the timeframe provided.

(c) If any advice and/or recommendation is not to be adopted in the final Plan, the Consent Holder must provide the SPDAG with a written explanation as to why.

(d) If requested to do so by the SPDAG within five (5) working days of an explanation provided under (c) above, the consent holder must engage an independent mediator to facilitate resolution at its sole cost. The independent mediator is to be agreed between the parties, or failing such agreement appointed by the Regional Council. At the conclusion of that process or after two (2) months (whichever is the earlier) the consent holder may provide its final Dredge Management Plan to the Bay of Plenty Regional Council for certification (conditions 8.3 and 8.4).

(e) The final Dredge Management Plan must be provided to the Bay of Plenty Regional Council for certification (conditions 8.3 and 8.4). at least twenty (20) working days prior to any dredging operations commencing.

Advice Note: The Dredge Management Plan may be combined to provide for all works or may be issued in relation to separate dredging campaigns.

Advice Note: in accordance with condition 3.6, the consent holder must instead consult with each of the parties listed in condition 3.1 if the SPDAG has not been formed within ten (10) months of the first invitation to do so under condition 3.1.

8.2 The purpose of the Dredge Management Plan is to provide details of the planned dredging operations authorised by this consent, detail the measures that will be implemented to address the potential effects of dredging (particularly in relation to the risk of redistribution of invasive pest species that may be present and the effects of sediment plumes), outline the process for

monitoring and the response framework. The final Dredge Management Plan must include, as a minimum:

(a) The area to be dredged;

(b) Identification of any dredging to be undertaken under resource consent 65806 and 65807 in conjunction with the dredging operations authorised by this consent and, if so, how compliance with relevant conditions of those consents will be achieved;

(c) Methodology for undertaking the dredging operations;

(d) Details of water quality monitoring to be undertaken as required by condition 16, as well as cleaning and maintenance protocols and calibration intervals for the turbidity monitoring instruments;

(e) In addition to water quality monitoring required by condition 16, ongoing background measurements from fixed turbidity monitors located as shown in Appendix 2 to this consent and a response framework using turbidity triggers and environmental limits as outlined in the table below:

Port/location	Trigger 1 (NTU)	Trigger 2 (NTU)	Environmental limit (NTU)	Term/Notes
Pilot Bay	15	20	35	6 hr Moving Avg.
No. 10	12	17	25	2 Week Moving Avg.
Butters	12	17	25	2 Week Moving Avg.
Otumoetai	15	20	35	6 hr Moving Avg.
Response framework				
Trigger 1	Investigation into the elevated turbidity. Assess impact of on-going operational dredge.			
Trigger 2	Modification to methodology of operational dredging. Including, but not limited to; • relocation of dredge • changing dredging equipment • operate dredge during certain tides times • modify frequency of dredging operation • a combination of methods			
Environmental limit	Upon reaching the environmental limit dredge operation should cease.			

(f) Controls for minimising sediment discharges to ensure the discharges comply with the limits set in this consent;

(g) Contingency measures proposed to manage discharge activities and methods for the avoidance of ecological effects from turbidity;

(h) The process followed to satisfy condition 8.1; and

(i) Waste management measures consistent with condition 11 to retrieve waste and marine debris while dredging.

Advice Note: The triggers in condition 8.2(e) relate to the fixed, continuous turbidity monitoring and are in addition to the triggers and response framework identified in conditions 16.2 to 16.4 of this consent.

8.3 For the purposes of condition 8.1, "certification" shall mean the process set out in paragraphs (a) to (d), recognising the terms "certify" and "certified" must have the equivalent meanings:

(a) The consent holder submits the Dredge Management Plan to the Bay of Plenty Regional Council, and the Council assesses the documentation submitted. The certification process must be confined to confirming that the Dredge Management Plan gives effect to its purpose and complies with the information requirements stated in condition 8.2;

(b) Should the Bay of Plenty Regional Council determine that the documentation supplied in accordance with (a) above achieves the requirements of condition 8.2, the Council must issue a written confirmation of certification to the consent holder;

(c) If the Bay of Plenty Regional Council's response is that it is not able to certify the Dredge Management Plan, it must provide the consent holder with reasons and recommendations for changes to the plan in writing. The consent holder must consider any reasons and recommendations of the Bay of Plenty Regional Council and resubmit an amended Dredge Management Plan for certification; and

(d) The Dredge Management Plan cannot be subject to a third-party approval. The Bay of Plenty Regional Council in deciding whether to certify the plan, however, may also obtain advice from other qualified person(s).

8.4 The process in condition 8.3 must be repeated until the Bay of Plenty Regional Council is able to provide written confirmation that the requirements of condition 8.2 have been satisfied.

8.5 Dredging operations authorised under this consent must not be undertaken until the Dredge Management Plan required by condition 8.1 has been certified by the Bay of Plenty Regional Council.

8.6 The consent holder must comply with the certified Dredge Management Plan (or any subsequent version amended in accordance with condition 8.7 or condition 8.8) at all times.

8.7 At any time during the implementation of this consent the consent holder may submit an amended version of the Dredge Management Plan to the Bay of Plenty Regional Council for re-certification. Re-certification is subject to the same process as detailed in conditions 8.2 and 8.3.

Advice Note: The consent holder will request that the Bay of Plenty Regional Council confirm that the relevant Management Plan has been received. It is anticipated that certification will be provided within twenty (20) working days, or a reason and indicative timeframe will be provided.

8.8 On receipt of written advice from the SPDAG that a certified Dredge Management Plan requires amendment to address any effects on cultural values resulting from the implementation of this consent that only became evident following commencement of works or are of a magnitude, extent, duration or significance that is materially different from that anticipated at the time of the grant of this consent, the consent holder must engage with the SPDAG in the manner specified in this condition.

(a) The consent holder must first invite the SPDAG to provide amendments to the certified Dredge Management Plan, or the concerns to be addressed. The consent holder must provide at least ten (10) working days for the SPDAG to provide this information.

(b) The consent holder must take into account any information provided by the SPDAG within the timeframe and decide whether to amend the certified Dredge Management Plan and in what manner.

(c) The consent holder must then either:

i. submit an amended version of the Dredge Management Plan to the Bay of Plenty Regional Council for re-certification in accordance with condition 8.7; or

ii. provide written reasons as to why an amended Dredge Management Plan will not be submitted for re-certification to the SPDAG and the Bay of Plenty Regional Council and upload the same to its Project website.

(d) In the event (c)(ii) is followed, if requested to do so by the SPDAG within five (5) working days of an explanation provided under (c)(ii) above, the consent holder must engage an independent mediator to facilitate resolution at its sole cost. The independent mediator is to be agreed between the parties, or failing such agreement appointed by the Regional Council.

9. **Dredge Master Training**

9.1 The consent holder must ensure that prior to the commencement of dredging authorised by this consent, dredge masters receive training on:

(a) the recording and reporting requirements relating to marine mammals (condition 10);

(b) compliance with the Marine Mammal Protection Regulations 1992; and

(c) waste management requirements (condition 11).

The consent holder must provide records of the dredge master training provided to the Bay of Plenty Regional Council within five (5) working days of any written request.

10. **Marine Mammal Recording and Reporting**

10.1 The consent holder must ensure that:

(a) a marine mammal sightings form is completed by the dredge master for each marine mammal sighting made during dredging operations;

(b) an annual summary report of marine mammal sightings is provided to Bay of Plenty Regional Council, the Department of Conservation, the SPDAG and the parties listed in condition 3.1 at the end of each calendar year in which dredging operations occur (or within five (5) working days of any written request); and

(c) any physical interaction between the dredge vessel(s) and marine mammals must be reported immediately to the Bay of Plenty Regional Council and the Department of Conservation.

11. **Waste Management**

11.1 The consent holder must ensure that:

(a) all dredge vessels have covered waste bins and debris retrieval nets;

(b) any waste or equipment that enters the water from the dredge vessel(s) is promptly retrieved (if safe to do so) and disposed of onshore; and

(c) marine debris recovered during the process of dredging is retrieved for safe disposal onshore.

MONITORING AND MANAGEMENT PLANS

12. **Mātauranga Māori State of the Environment Report**

12.1 The consent holder must fund the preparation by the SPDAG of a Mātauranga Māori State of the Environment report for the Port Zone. The consent holder must provide a payment of $250,000 to the SPDAG within one (1) week of its establishment for this purpose.

Advice Note: The SPDAG may choose to widen the area covered by the report, but there is no obligation on the consent holder to fund or facilitate any such widening.

Advice Note: A review condition provides an opportunity for further funding to be made available in the event this payment is not adequate for its purpose.

12.2 The consent holder must provide the SPDAG with access to any information requested by the SPDAG for the purpose of scoping or preparing the Mātauranga Māori State of the Environment report for the Port Zone.

13. **Te Paritaha Ongoing Monitoring**

13.1 The consent holder must undertake annual monitoring of Te Paritaha in accordance with the Tauranga Harbour Marine Monitoring Methodologies Plan dated 27 September 2024, or any subsequent amended and certified plan, for the duration of this consent.

13.2 The consent holder must provide the results of the monitoring to the SPDAG for their review and, if they deem appropriate, inclusion in the Mātauranga Monitoring Plan (condition 15.2 and condition 15.3).

13.3 The consent holder must provide the results of the monitoring to the parties listed in condition 3.1.

Advice Note: For the avoidance of doubt, the monitoring carried out pursuant to condition 13.1 is of the physical characteristics of Te Paritaha and is separate to any mātauranga monitoring that may be undertaken in accordance with condition 15 of this consent.

14. **Cultural Monitoring of Dredge Operations**

14.1 The consent holder must provide an opportunity via the Tauranga Moana Iwi Customary Fisheries Trust and the SPDAG for Cultural Monitors to be present during all dredging operations authorised by this consent, provided that any Cultural Monitor can comply with all health and safety requirements. The consent holder must provide records of communications inviting cultural monitors to be present for dredging operations to the Bay of Plenty Regional Council if requested.

14.2 Prior to the commencement of each dredging campaign, the consent holder must invite the Tauranga Moana Iwi Customary Fisheries Trust and the SPDAG to hold a cultural induction for representatives of the consent holder and dredging contractor to address as a minimum:

(a) Health and safety requirements relevant to dredging operations and vessel access;

(b) The role and responsibilities of the Cultural Monitor (if any);

(c) Cultural values and monitoring protocols relevant to the dredging operations; and

(d) Procedures to be followed if cultural artefacts or other items of cultural significance are identified.

14.3 The role of a Cultural Monitor includes:

(a) Being present on the dredge (Trailing Suction Hopper Dredge (TSHD) or Back Hoe Dredge) to observe the dredge plume;

(b) Observing that TSHD dredging is undertaken with no overflow on a flood tide (in accordance with condition 6.1);

(c) Reporting back to the SPDAG as may be required by the group;

(d) Identification of any cultural artifacts that may be uncovered during dredging;

(e) Checking that deposition of dredged material is occurring in the consented deposition site (in accordance with condition 7.1); and

(f) Checking that any rubbish collected in the draghead is taken ashore and disposed of appropriately.

14.4 The consent holder must pay the reasonable costs associated with the Cultural Monitor role being undertaken in accordance with conditions 14.1 and 14.3.

15. **Mātauranga Monitoring Plan**

15.1 Following the completion of the Mātauranga Māori State of the Environment report required by condition 12.1 of this consent, the consent holder must invite the SPDAG to prepare a Mātauranga Monitoring Plan in accordance with condition 15.2.

15.2 The purpose of the Mātauranga Monitoring Plan is to detail how the cultural health of Te Awanui/Tauranga Harbour, to the extent it overlaps with the Port Zone, is surveyed, monitored and reported upon to describe the state of the marine environment and kaimoana from a cultural perspective. Any Mātauranga Monitoring Plan should, as a minimum, include:

(a) A plan and description of the area subject to the Mātauranga Monitoring Plan;

(b) The cultural indicators to be surveyed and monitored, including appropriate baseline measures to monitor change against;

(c) Methodologies for or details on how the cultural indicators are to be surveyed, monitored and reported and how results will be compared with any information provided in any Mātauranga Māori State of the Environment report that is available (condition 12);

(d) A description of how the cultural indicators monitored will be integrated with the scientific monitoring carried out under this consent pursuant to conditions 13 and 16;

(e) A description of how the monitoring obtained under the Mātauranga Monitoring Plan will be integrated with any wider mātauranga monitoring undertaken for Te Awanui/Tauranga Harbour; and

(f) Reporting requirements including the extent to which any information obtained is to be included on the consent holder's website in accordance with condition 4.5.

Advice Note: The requirement for a Mātauranga Monitoring Plan is a joint requirement with consent RM26-0055-LC. It is recognised that one Mātauranga Monitoring Plan will be provided to address the requirements of both this consent and consent RM26-0055-LC.

15.3 Upon being provided with the completed Mātauranga Monitoring Plan required under condition 15.1, the consent holder must forward the Mātauranga Monitoring Plan to the Bay of Plenty Regional Council for its records and to all parties listed in condition 3.1. If the consent holder becomes aware of any changes made by the SPDAG to the Mātauranga Monitoring Plan, the

consent holder must notify the Bay of Plenty Regional Council and the parties listed in condition 3.1 within five (5) working days of being made aware of the changes (including a copy of the updated Mātauranga Monitoring Plan if the consent holder has been provided with a copy by the SPDAG).

15.4 The consent holder must support the preparation and delivery of the Mātauranga Monitoring Plan by:

(a) *Preparation:* Provision of a one-off payment to the SPDAG of $250,000 (jointly with resource consent RM26-0055-LC) for the preparation of the Mātauranga Monitoring Plan required under condition 15.1; and

(b) *Delivery:* Provision of funding to the SPDAG of $25,000 per annum (jointly with consent RM26-0055-LC) from the receipt by the consent holder of the completed Mātauranga Monitoring Plan until the expiry or surrender of this resource consent for the delivery of the monitoring and reporting measures specified in the Mātauranga Monitoring Plan. The annual amount payable must be adjusted annually for inflation in accordance with the Consumers Price Index (CPI)

Advice Note: The consent holder has offered condition 15.4 and agrees to be bound by it pursuant to the Augier principle.

Advice Note: A review condition provides an opportunity for further funding to be made available in the event the payment in (a) is not adequate for its purpose.

15.5 Upon being provided with any report or update on the delivery of the monitoring and reporting measures specified in the Mātauranga Monitoring Plan, the consent holder must forward the report or update to the Bay of Plenty Regional Council for its records and to all parties listed in condition 3.1.

16. **Water Quality Monitoring**

16.1 On every second day of dredging operations, the consent holder must undertake measurements, using a back-scatter or nephelometric methods (or other methods as agreed to with the Bay of Plenty Regional Council), at the following sites:

(a) To determine the natural background turbidity levels:

- 500m up current (away from the direction of the sediment plume) from the actively dredged area.

(b) To determine the turbidity within the water column during dredging operations for a Trailing Suction Hopper Dredger:

- 200m down current from the actively dredged area and/or at Aerodrome Bridge if the plume is going under Aerodrome Bridge.

(c) To determine the turbidity within the water column during dredging operations for a Backhoe Dredger:

- 500m down current from the actively dredged area and/or at Aerodrome Bridge if the plume is going under Aerodrome Bridge.

Advice Note: For the purpose of this condition the 'actively dredged area' means the area identified in the Dredge Management Plan required by condition 8.1 that is to be dredged.

16.2 The results from the measurements taken in accordance with condition 16.1 must not be greater than 15 Nephelometric Turbidity Units above the natural background turbidity levels.

16.3 If three consecutive measurements are taken and found to comply with condition 16.2, monitoring may be suspended for seven (7) days.

16.4 If three consecutive measurements are taken and found to exceed the limits specified in condition 16.2 above, the consent holder must:

(a) Cease the dredging operations that caused the exceedance.

(b) Notify the Bay of Plenty Regional Council and the SPDAG.

(c) Consult with the Chief Executive of the Bay of Plenty Regional Council or delegate and the SPDAG over possible explanations for the exceedance and any proposed measures to rectify the non-compliance (including an amendment to the Dredge Management Plan, if required, under condition 8.7).

(d) Not recommence the dredging operations that caused the exceedance until any modification to the dredging operation receives the written certification of the Chief Executive of the Bay of Plenty Regional Council, or Delegate, that the amended methodology will ensure compliance with condition 16.2. If certification is withheld, the consent holder shall request the Bay of Plenty Regional Council give their reasons in writing.

Advice Note: Where an amendment to the Dredge Management Plan is required as a result of any proposal to rectify a non-compliance, the Bay of Plenty Regional will confirm that the relevant Dredge Management Plan has been received. It is anticipated that certification will be provided within twenty (20) working days or BOPRC will provide a reason if certification is unable to be provided within this timeframe and advise an indicative timeframe for when certification will be able to be provided.

16.5 The water quality monitoring required by condition 16.1 must be carried out as follows:

(a) Turbidity measurements must be undertaken from a depth of 1m below the surface. A series of at least two readings must be taken at each location and averaged to provide the measurement for that site.

(b) At the time the samples are taken, the consent holder must note:

i. The time;

ii. The stage of the tide;

iii. The weather conditions; and

iv. The sea conditions, including prevailing wind direction, speed, wave or chop height.

17. **Bathymetric Survey**

17.1 The consent holder must carry out bathymetric surveys at the dredge site both immediately prior to the commencement of, and immediately after the completion of each dredging operation authorised by this consent. The bathymetric survey must be sufficient to enable an assessment of the volume of material dredged under each dredging operation. A copy of the survey results must be provided to the Bay of Plenty Regional Council within ten (10) working days of the consent holder receiving the completed post dredge survey reports.

RESTORATION AND MITIGATION

18. **Restoration and Mitigation**

18.1 Within two (2) months of the completion of the Mātauranga Monitoring Plan required under condition 15.1, the consent holder must provide a one off payment of $2,000,000 (jointly with resource consent RM26-0055-LC) for the SPDAG to invest into projects of its choosing. The purpose of the fund is to provide support for projects that:

(a) contribute to the restoration of the health of Te Awanui/Tauranga Harbour; or

(b) are abundance projects; or

(c) benefit iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour; or

(d) are otherwise deemed appropriate by the SPDAG.

Advice Note: The consent holder has offered condition 18.1 and agrees to be bound by it pursuant to the Augier principle.

18.2 Within two (2) months of the establishment of the SPDAG, the consent holder must provide a one off payment of $500,000 (jointly with resource consent RM26-0055-LC) for the SPDAG to use for design, creation and placement of Pou or other structures, for the purpose of recognising the significance of the land on which the Port of Tauranga is located on to the relevant tangata whenua parties.

Advice Note: The consent holder has offered condition 18.2 and agrees to be bound by it pursuant to the Augier principle.

18.3 Within two (2) months of the establishment of the SPDAG, the consent holder must provide a one off payment of $100,000 (jointly with resource consent RM26-0055-LC) for the SPDAG to fund an independent audit and assessment of discharges against existing consent conditions and discharges into Te Awanui/Tauranga Harbour.

Advice Note: The consent holder has offered condition 18.3 and agrees to be bound by it pursuant to the Augier principle.

18.4 At least two (2) months prior to the commencement of any physical works authorised by this consent, the consent holder must provide a one off payment of $1,000,000 (jointly with resource consent RM26-0055-LC) to the Whareroa Marae Reservation Trust and, commencing at the first anniversary of the granting of this consent and annually until the expiry or surrender of this consent, an annual payment of $25,000 (jointly with resource consent RM26-0055-LC), to the Whareroa Marae Reservation Trust towards Whareroa Marae Infrastructure projects, adjusted annually for inflation in accordance with the Consumer Price Index (CPI).

Advice Note: The consent holder has offered condition 18.4 and agrees to be bound by it pursuant to the Augier principle.

18.5 At least two (2) months prior to the commencement of any physical works authorised by this consent, the consent holder must provide a one off payment of $250,000 (jointly with resource consent RM26-0055-LC) to the Whareroa Marae Reservation Trust to use for a longitudinal assessment of health and wellbeing against agreed marae outcomes.

Advice Note: The consent holder has offered condition 18.5 and agrees to be bound by it pursuant to the Augier principle.

18.6 Within twelve (12) months of the commencement of this consent, the consent holder must

prepare, at its sole expense, a land use policy in consultation with Whareroa Marae representatives, to identify compatible activities for the land owned by the Port of Tauranga Limited located adjacent to Whareroa Marae and a process to be followed prior to the Port of Tauranga Limited entering into any new leases or licenses for that land. The final policy must be provided to the Whareroa Marae Reservation Trust upon its completion and to the Bay of Plenty Regional Council upon request.

Advice Note: The consent holder has offered condition 18.6 and agrees to be bound by it pursuant to the Augier principle.

18.7 At least two (2) months prior to the commencement of any physical works authorised by this consent, the consent holder must provide a one-off customary fisheries restoration fund of $500,000 (jointly with consent RM26-0055-LC) to the Tauranga Moana Iwi Customary Fisheries Trust. The purpose of the fund is to facilitate customary fisheries restoration projects within Te Awanui/Tauranga Harbour.

Advice Note: The consent holder has offered condition 18.7 and agrees to be bound by it pursuant to the Augier principle.

18.8 Unless otherwise specified in a condition, the payments required by this consent must be paid within two (2) months of the establishment of the SPDAG (condition 3).

18.9 If the SPDAG is not established within five (5) years from the commencement of this resource consent then the consent holder must provide the funds referenced in conditions 18.1 to 18.3 of this resource consent to the Tauranga Moana Governance Group anticipated under the Tauranga Moana Iwi Collective settlement. In the event the Tauranga Moana Governance Group anticipated under the Tauranga Moana Iwi Collective settlement is not established within ten (10) years from the commencement of this resource consent the consent holder must provide the funds referenced in conditions 18.1 to 18.3 of this resource consent to the Tauranga Moana Advisory Group of the Bay of Plenty Regional Council instead, for use towards Council led Te Awanui/ Tauranga Harbour restoration projects.

Advice Note: The consent holder has offered condition 18.9 and agrees to be bound by it pursuant to the Augier principle.

Advice Note: The consent holder currently contributes $50,000 per annum (CPI adjusted) to the Ngā Mātarae Charitable Trust under the conditions of resource consent 65806. For the avoidance of doubt, the contributions specified in conditions 18.1 to 18.5 and 18.7 of this consent are additional to the contribution specified in resource consent 65806.

19. **Scholarships**

19.1 Prior to the commencement of any physical works authorised by this consent, the consent holder must establish a fund of $250,000 to provide for the awarding of research and education scholarships to iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour for the duration of the consent.

Advice Note: The consent holder has offered condition 19.1 and agrees to be bound by it pursuant to the Augier principle.

19.2 The purpose of the scholarships is to provide for education and/or research that promotes a better understanding of Te Awanui/Tauranga Harbour, improvements to the health of Te Awanui/Tauranga Harbour and capacity enhancement within iwi/hapū. Research funded by the scholarships may include (but is not limited to):

(a) Kaimoana species/restoration of kaimoana.

(b) Ecological corridors within Te Awanui/Tauranga Harbour and how they may be enhanced.

(c) Mātauranga Māori.

(d) Cultural health indicators.

(e) Living seawalls/living structures.

(f) Coastal erosion management.

(g) Climate change (such as impacts or blue carbon initiatives).

Advice Note:

The University of Waikato will administer the fund and award the scholarships in its sole discretion.

19.3 The consent holder must publish details of the scholarships awarded by the University of Waikato and the results of any research funded under conditions 19.1 and 19.2 respectively on the project website (condition 4.5).

19.4 The consent holder must arrange for the results of research funded under conditions 19.1 and 19.2 to be provided to the SPDAG, where it has been established, within two (2) months of completion of any such research.

RECORDING AND REPORTING

20. **Dredging Completion Report**

20.1 The consent holder must forward a report to the Bay of Plenty Regional Council within thirty (30) working days of completion of each dredging operation (being capital and maintenance dredging) authorised under this consent describing:

(a) The area and volume excavated;

(b) The quantity of sediment disposed and the areas to which the sediment has been disposed;

(c) The quantity of sediment removed from the coastal marine area;

(d) The results of the bathymetric survey taken over the dredged areas (condition 17); and

(e) An analysis of the results of the bathymetric surveys showing areas and extent of geomorphologic change.

21. **Monitoring data**

21.1 Unless stated otherwise in a specific condition, any data, monitoring information and / or reports required by the conditions of this consent must be provided within five (5) working days of any written request from the Bay of Plenty Regional Council, the SPDAG or any of the parties listed in condition 3.1 to the person(s) that has requested it.

22. **Sites of Archaeological, Historic or Cultural Significance**

22.1 In the event of any archaeological site or koiwi being uncovered during the exercise of this consent, activities in the vicinity of the discovery must cease. The consent holder must then contact and consult with iwi and hapū identified in condition 3.1, the SPDAG and Heritage New

Zealand and must not recommence works in the area of the discovery until the relevant Heritage New Zealand approvals or other approvals to damage, destroy or modify such sites have been obtained, where necessary.

23. **Surrender of Consent**

23.1 The consent holder must surrender consent 62920 at least one (1) working day prior to commencement of any dredging works authorised by this consent.

24. **Review**

24.1 The Bay of Plenty Regional Council may serve notice on the consent holder under section 128(1)(a)(iii), and/or section 128(1)(b) and/or section 128(1)(ba) of the Resource Management Act 1991 of its intention to review the conditions of this resource consent:

(a) On 1 November of each year where the purpose of such a review is to give effect to any Act of Parliament, Regulation, National Policy Statement, Regional Policy Statement or relevant Operative Regional Plan, which controls or restricts activities in the coastal marine area in locations where works are authorised by this consent; and/or;

(b) At any time where the purpose of the review is to remedy a proven deficiency in the quantum of the funds provided under conditions 12.1 and 15.4(a) to complete either:

i. The Mātauranga Māori State of the Environment report for the Port Zone required by condition 12.1; or

ii. The Mātauranga Monitoring Plan required by condition 15.1.

(c) At any time where the purpose of the review is to address any effects on cultural values that are identified by the SPDAG or parties involved in cultural monitoring undertaken in accordance with conditions 14.1 and 14.2, or the mātauranga monitoring undertaken in accordance with condition 15.2 and that:

i. Only became evident after the date of issue or are of a magnitude, extent, duration or significance that is materially different from that anticipated at the time of the grant of this consent; and

ii. Result from the implementation of this resource consent.

24.2 The Bay of Plenty Regional Council may, within three (3) months of the completion of any environmental investigation or compliance report carried out by the Bay of Plenty Regional Council that shows there is an adverse effect on the environment as a result of any discharge or other activity authorised by this consent, serve notice on the consent holder under section 128(1)(a)(i) and/or (iii) of the Resource Management Act 1991 of its intention to review the conditions of this consent. The purpose of the review is to assess the need for monitoring or mitigation measures that may be necessary to address an effect that is appropriate to deal with at a later stage.

25. **Term of Consent**

25.1 This consent shall lapse ten (10) years from the date on which the consent commences.

25.2 This consent will expire thirty-five (35) years from the date on which the consent commences.

25.3 The resource consent hereby authorised is granted under the Fast-track Approvals Act 2024, and in accordance with that Act has full force and effect for its duration, and according to its terms and conditions, as if it were granted under the Resource Management Act 1991.

Advice Notes:

1 This consent does not authorise the holder to modify or disturb any archaeological or historic sites or deposits within the area affected by this consent. Should any artefacts, bones, shell midden or any other sites of archaeological or cultural significance be discovered within the area affected by this operation, written authorisation should be obtained from Heritage New Zealand Pouhere Taonga before any further damage, modification or destruction is undertaken.

2 The Bay of Plenty Regional Council is able to advise of contact details for the relevant iwi authority and hapu that has a recognised relationship with Te Awanui/Tauranga Harbour.

3 Notification, reporting and submission of plans required by conditions of this consent should be made in writing to the Regulatory Manager, Bay of Plenty Regional Council, PO Box 364, Whakatane email notify@boprc.govt.nzand should include the consent number RM26-0055- DC.

4 The consent holder is responsible for ensuring that all contractors carrying out works under this consent are made aware of the relevant consent conditions, plans and associated documents.

5 The consent holder is advised that non-compliance with consent conditions may result in enforcement action against the consent holder and/or their contractors.

6 Where a payment is required under this consent and the equivalent condition of resource consent RM26-0055-LC, the payment is intended to be a single payment obligation only. Payment of the specified amount shall constitute compliance with both consents. For the avoidance of doubt, the payment is not payable twice merely because it is referenced in both consents.

Resource Consent No RM26-0055-LC

Port of Tauranga Limited

A resource consent:

- Under section 9(1) of the RMA and Rule PZ9 of the Bay of Plenty Regional Coastal Environment Plan to undertake a restricted discretionary activity being the development of cranes over specified height limits;

- Under section 12(1) of the RMA and Rules PZ8 and PZ11 of the Bay of Plenty Regional Coastal Environment Plan to undertake a restricted discretionary activity being the construction, reclamation and deposition onto the foreshore or seabed within the area of the Port of Tauranga that has been granted a section 384A occupation permit; and

- Under section 15(1) of the RMA and Rules PZ8 and PZ11 of the Bay of Plenty Regional Coastal Environment Plan to undertake a restricted discretionary activity being to discharge contaminants to the coastal marine area associated with the construction of reclamations and structures within the area of the Port of Tauranga that has been granted a section 384A occupation permit.

subject to the following conditions:

PURPOSE, LOCATION, SCOPE

A. **Purpose of this Resource Consent**

A.1 Te Awanui/Tauranga Harbour is a taonga and is important to:

- the iwi/hapū that have an ancestral and intimate relationship with Te Awanui/Tauranga Harbour and Tauranga Moana, which in turn, informs the exercise of their rangatiratanga and kaitiakitanga;

- the Port of Tauranga Limited who depends on Te Awanui/Tauranga Harbour for its operations; and

- the community who live, work and play in and around the harbour.

A.2 The purpose of this consent is to manage the effects on Te Awanui/Tauranga Harbour, and those that have a relationship with Te Awanui/Tauranga Harbour, by:

- authorising and setting conditions to reclaim foreshore and seabed of Te Awanui/Tauranga Harbour to provide for the use of the Sulphur Point and Mount Maunganui facilities and to ensure the configuration of the new wharves is aligned or contiguous with existing facilities.

- authorising and setting conditions to discharge settled dredge water to Te Awanui/Tauranga Harbour for the dewatering of dredged material that will be used in the reclamations.

- authorising and setting conditions to construct Sulphur Point and Mount Maunganui wharf extensions and reclamations, retaining structures and associated activities including dredging related to construction of structures and under wharf batter, and the subsequent occupation by the new structures.

B. **Location**

B.1 The areas to be reclaimed and for structures to be constructed are located in the Stella Passage of Te Awanui /Tauranga Harbour as shown as the plan attached to this consent titled "Proposed Wharf/Reclamations/Dredging Resource Consent Drawings, Drawing No. 320-64-1 Rev A" (Reference RM26-0055/1).

C. **Map Reference**

C.1 At or about NZTM 1879960.9E, 5826419.3N for Sulphur Point Wharf.

C.2 At or about NZTM 1880586.10E, 5826939.17N for Mount Maunganui Wharf.

D. **Area of Reclamation**

D.1 The total area of reclamations shall occupy an area no larger than 3.58 hectares and must conform with the dimensions shown on the plan referenced in condition B.1 above. The reclamation at Sulphur Point shall occupy an area of approximately 1.81 hectares. The reclamations at Mount Maunganui shall occupy a combined total area of approximately 1.77 hectares.

RELATIONSHIPS

1. **Relationship of Iwi and Hapū with Te Awanui/Tauranga Harbour**

1.1 The relationship of iwi and hapū with Te Awanui/Tauranga Harbour is to be recognised and provided for by the consent holder through:

(a) Recognition of Whareroa Marae and Ngāti Kuku and Ngāi Tūkairangi;

(b) Provision for the ongoing involvement of Tauranga Moana Iwi Customary Fisheries Trust;

(c) Funding the Stella Passage Development Advisory Group ("SPDAG") (to the extent required by condition 3).

(d) Invitations to the SPDAG, once formed, to engage as follows:

i. At least quarterly (or otherwise in accordance with condition 3.4) and concurrently with SPDAG meetings required by consent RM26-0055-DC.

ii. An annual meeting with the Port of Tauranga Limited's Chief Executive Officer and Chair of the Board of Directors (condition 3.4(j)).

(e) An invitation to Ngāi Tamarāwaho to engage prior to any works commencing at Sulphur Point under this consent, and at least quarterly during works to provide a progress update on the works and discuss any issues arising from the works authorised by this consent.

(f) Provision for ongoing involvement of the SPDAG , once formed, in:

i. Preparation of a Mātauranga Māori State of the Environment report (in accordance with condition 12.1 of RMA26-0055-DC);

ii. Preparation and implementation of a Mātauranga Monitoring Plan (condition 15.1) and funding support towards the preparation and delivery of mātauranga monitoring (condition 15.4);

iii. Participation during the preparation or review of Management Plans prior to certification or recertification (conditions 12.1, 13.1, 14.1);

iv. Carrying out ceremonies in accordance with condition 3.4(h); and

v. Appointment of a funded marine mammal observation auditor (condition 3.4(i)).

(g) The provision of information to iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour regardless of whether or not the SPDAG is formed.

(h) A contribution of funds to the SPDAG to provide for ongoing projects that benefit the health of Te Awanui/Tauranga Harbour and that directly benefit iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour (conditions 16.1 to 16.3).

(i) Providing appropriate opportunities for iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour to be involved in the event the SPDAG is not established or they choose not to participate in the SPDAG.

Advice note: Participation in the SPDAG does not replace, limit or satisfy any requirement for direct engagement with an iwi or hapū where implementation of the consent may materially affect that iwi or hapū identified cultural values, relationships, and exercise of kaitiakitanga.

2. **Relationship Agreements between Port, Iwi, Hapū and/or entities**

2.1 The consent holder must facilitate the preparation of relationship agreements with the following iwi, hapū and/or entities within twelve (12) months of the commencement of this consent:

(a) Ngā Hapū ō Ngā Moutere Trust;

(b) Ngā Pōtiki;

(c) Ngāi Tamarāwaho;

(d) Ngāi Te Ahi;

(e) Ngāi Te Rangi;

(f) Ngāi Tukairangi;

(g) Ngāti Hangarau;

(h) Ngāti Hē;

(i) Ngāti Kuku;

(j) Ngāti Pūkenga;

(k) Ngāti Ranginui;

(l) Ngāti Ruahine;

(m) Ngāti Taka

(n) Ngāti Tapu;

(o) Ngāti Te Wai

(p) Waitaha iwi;

(q) Wairoa Hapū Settlement Trust;

(r) Whareroa Marae;

(s) Pirirākau Tribal Authority Incorporated; and

(t) The Tauranga Moana Iwi Customary Fisheries Trust.

The purpose of these relationship agreements is to agree and record how the consent holder and the other party(s) will establish a long term organisation-wide tikanga-based relationship with each other, including a forum to discuss matters which are outside the scope of or are not covered by this resource consent.

2.2 Over a period of thirteen (13) consecutive months from the commencement of this resource consent, the consent holder must either:

(a) Provide to the Bay of Plenty Regional Council support / endorsement letters from iwi, hapū and/or entities when relationship agreements are completed; and/or

(b) Provide details to the Bay of Plenty Regional Council as to why relationship agreements have not been concluded (including, if relevant, details of the consent holder's endeavours to establish relationship agreements).

2.3 If, following the thirteen (13) month period provided in condition 2.2, any iwi, hapū and/or entity listed in condition 2.1 has commenced but not completed a relationship agreement, the consent holder must engage an independent mediator to facilitate the completion of the relationship agreement at its sole cost. The independent mediator is to be agreed between the parties to the relationship agreement, or failing such agreement appointed by the Regional Council.

3. **Stella Passage Development Advisory Group**

3.1 Within two (2) months of the commencement of this consent or RM26-0055-DC, whichever is earliest, the consent holder must engage with and invite the parties identified in clauses (a) – (t) to establish a SPDAG, and to nominate representative(s):

(a) Ngā Hapū ō Ngā Moutere Trust;

(b) Ngā Pōtiki;

(c) Ngāi Tamarāwaho;

(d) Ngāi Te Ahi;

(e) Ngāi Te Rangi;

(f) Ngāi Tukairangi;

(g) Ngāti Hangarau;

(h) Ngāti Hē;

(i) Ngāti Kuku;

(j) Ngāti Pūkenga;

(k) Ngāti Ranginui;

(l) Ngāti Ruahine;

(m) Ngāti Taka;

(n) Ngāti Tapu;

(o) Ngāti Te Wai;

(p) Waitaha iwi;

(q) Wairoa Hapū Settlement Trust;

(r) Whareroa Marae;

(s) Pirirākau Tribal Authority Incorporated; and

(t) The Tauranga Moana Iwi Customary Fisheries Trust.

The purpose of the SPDAG is to provide a tikanga-based forum to facilitate active engagement between the consent holder and iwi and hapū to discuss the implementation of this consent and consent RM-26-0055-DC and the collective leadership to recognise Te Awanui/Tauranga Harbour as a taonga.

3.2 In the event that three (3) or more of the parties listed in condition 3.1 nominate representative(s) to form the SPDAG, the consent holder will confirm the establishment of the SPDAG to all parties listed in condition 3.1 and the Bay of Plenty Regional Council.

3.3 If nominations for SPDAG representatives are not received from at least three (3) of those parties identified in condition 3.1 within four (4) months of provision of the invitation from the consent holder, then:

(a) the consent holder must continue for a further four (4) month period to engage and invite those parties identified in condition 3.1 to establish the SPDAG;

(b) in the event that less than three (3) parties have nominated representative(s) in the eight (8) months since the first invite, the consent holder must:

i. invite all representatives who have been nominated to establish the SPDAG;

ii. continue to invite those parties identified in condition 3.1 every six (6) months until at least three (3) nominations have been received and appointed on the SPDAG;

iii. once at least three (3) nominations have been received and appointed on the SPDAG, continue to invite any party identified in condition 3.1 that has not provided a nomination to do so, at least annually for the duration of the consent.

3.4 Once the SPDAG has been established, the consent holder must:

(a) Acknowledge and use any new name of the SPDAG once confirmed by its members;

(b) Invite the SPDAG to commence preparation of a Protocol, at the consent holder's cost, that:

i. Should include:

(A) Regularity/frequency of meetings;

(B) Any proceedings governing its decision making such as quorum or voting;

(C) Processes for information sharing to, and between, the consent holder and the SPDAG regarding the implementation of the consent, including

internal processes for the SPDAG to:

(aa) Participate in the preparation of management plans,

(bb) Access, review and comment on the results of environmental monitoring required under this consent and/or consent RM-26-0055-DC;

(cc) Support any review of these consent conditions under condition 22.1 and/or the equivalent condition in consent RM26-0055-DC; and

(D) A process for SPDAG to receive requests for, and facilitate the provision of, any cultural ceremonies deemed appropriate by iwi and hapū who have a relationship with Te Awanui/Tauranga Harbour;

(E) Its preferred process for the consent holder to receive advice and recommendations regarding any mātauranga monitoring related to this consent and/or consent RM-26-0055-DC;

(F) A process to identify potential appointments (including the marine mammal observation auditor to be funded by the consent holder) in areas of interests of the SPDAG regarding this consent and/or consent RM-26-0055-DC;

(G) A process for the allocation and distribution of the restoration fund under conditions 16.1 to 16.3;

(H) Measures that protect against the unintended use or misuse (includes secondary use) of any mātauranga Māori;

(I) A preferred process for early engagement on any potential and/or likely variation to this consent and/or consent RM-26-0055-DC; and

(J) A process to review the SPDAG membership and invitation of additional parties to join the SPDAG if considered appropriate.

ii. Could also include:

(A) Its preferred process to discuss and consider the future application of the Tauranga Moana Framework in this consent and/or consent RM-26-0055-DC;

(B) The inclusion of Bay of Plenty Regional Council and Tauranga City Council, and other stakeholders, as active observers in SPDAG meetings;

(C) Engagement with, and induction of, contractors in the construction activities authorised by this consent and/or consent RM-26-0055-DC; and

(D) Other requirements under this consent and/or consent RM-26-0055-DC.

(c) Observe the processes which form part of any Protocol which has been finalised and approved by the SPDAG and provided to the consent holder.

(d) Facilitate the administration of each formal meeting of the SPDAG.

Advice Note: for the purposes of this condition and condition 3.4(d) of consent RM26-0055-

DC, "Facilitate the administration of" means the consent holder will meet the fair and reasonable costs associated with each formal meeting of the SPDAG up to a maximum value of $51,360 per annum for the term of this consent and consent RM26-0055-DC, calculated in accordance with the schedule of costs attached as Appendix 1 to this consent. The annual amount payable must be adjusted annually for inflation in accordance with the Consumers Price Index (CPI).

(e) Take minutes of each formal meeting of the SPDAG, which must be forwarded to members within ten (10) working days of each meeting being held for those members to confirm the minutes are a true and correct record;

(f) Give members at least fifteen (15) working days advance prior notice of the date, time, and location of each formal meeting of the SPDAG;

(g) If agreed by SPDAG, publish the Protocol and SPDAG meeting minutes on the consent holder's website in accordance with condition 4.6 of this consent;

(h) At least twenty (20) working days prior to commencing works under this consent at either the Sulphur Point site or the Mount Maunganui site, invite the SPDAG to carry out a ceremony at the site of the extension if and where deemed appropriate by the SPDAG. The consent holder must confirm by notice in writing to the Chief Executive of the Bay of Plenty Regional Council or delegate that the opportunity to carry out a ceremony has been given to the SPDAG and whether or not that opportunity was taken up;

(i) No later than ten (10) working days after receiving a request from the SPDAG to appoint a marine mammal observation auditor and written confirmation that the intended person can comply with all relevant health and safety requirements, appoint at its cost the person selected by the SPDAG to conduct periodic reviews of pile driving operations to ensure that Marine Mammal Observers are acting in full compliance with the certified Marine Mammal Management Plan; and

(j) Invite the SPDAG to attend a meeting annually with at least the Port of Tauranga Limited's Chief Executive Officer and Chair of the Board of Directors. The purpose of the annual meeting is to involve iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour to be part of the strategic planning of the Port of Tauranga and to provide an opportunity to raise and discuss any cultural effects-based concerns. This includes, but is not limited to, a discussion around the details of the works authorised by this consent and RM26-0055-DC and proposed future stages subject to other consent processes. The consent holder must provide at least twenty (20) working days' notice of the proposed meeting date. The consent holder must confirm in writing to the Chief Executive of the Bay of Plenty Regional Council or delegate that the opportunity to undertake the annual meeting has been provided to the SPDAG.

3.5 Within ten (10) working days of the consent holder being advised by the SPDAG of any changes being made to its membership or Protocol, the consent holder must provide details of its updated membership or Protocol to the Bay of Plenty Regional Council.

3.6 If, following the requirements of conditions 3.1 and 3.3 above, no SPDAG is formed within ten (10) months after the provision of the invitations to those parties identified in condition 3.1, the consent holder:

(a) may proceed to implement the consent (including by seeking the Bay of Plenty Regional Council's certification of management plans);

(b) must, at least twenty (20) working days prior to commencing works under this consent at either the Sulphur Point site or the Mount Maunganui site, invite the parties listed in condition 3.1 to carry out a ceremony at the site of the extension if and where deemed

appropriate by those parties. The consent holder must confirm by notice in writing to the Chief Executive of the Bay of Plenty Regional Council or delegate that the opportunity to carry out a ceremony has been given and whether or not that opportunity was taken up by the parties listed in condition 3.1;

(c) must instead consult with each of the parties listed in condition 3.1 when preparing or reviewing the management plan in accordance with condition 12.1 or reviewing the management plans in accordance with conditions 13.5 and 14.5; and

(d) must instead provide directly to each of the parties listed in condition 3.1 the same information, access to monitoring data and opportunity for comment and response that would otherwise have been provided to the SPDAG.

4. **Notification**

4.1 The consent holder must notify (in writing) the following parties of its intention to commence reclamation works no less than twenty (20) working days prior to the commencement of construction activities at either the Sulphur Point and Mount Maunganui construction sites:

(a) The SPDAG and all of the parties listed in condition 3.1 directly;

(b) Department of Conservation; and

(c) Bay of Plenty Regional Council.

4.2 The consent holder must provide notice on their website (in accordance with condition 4.6) of its intention to commence reclamation works at least ten (10) working days prior to the commencement of any construction works authorised by this consent, at each of the Sulphur Point and Mount Maunganui construction sites.

4.3 The consent holder must erect and maintain a prominent sign at the relevant access points to the Port for the duration of works. The sign must clearly display, as a minimum, the following information:

(a) The details of the resource consent and name of the consent holder.

(b) The name of the main site contractor.

(c) A 24-hour contact telephone number for the consent holder or its appointed agent.

(d) A clear explanation that the contact telephone number is for the purpose of receiving complaints and information from the public about dust nuisance, noise, or any relevant problem that may occur as a result of the exercise of this consent.

4.4 Not less than ten (10) working days prior to the start of works of any reclamation or structures authorised under this consent, the consent holder must, in writing, request a site meeting between the principal contractor and the Chief Executive of the Bay of Plenty Regional Council or delegate. Notification at this time must include details of who is responsible for on-site management and compliance with consent conditions.

4.5 Within five (5) working days of the completion of any reclamation or demolition/construction of structures authorised under this consent, the consent holder must, in writing, notify the Chief Executive of the Bay of Plenty Regional Council or delegate of the completion of works.

4.6 The consent holder must establish and maintain for the duration of this consent a dedicated page on its website for the purpose of ensuring all monitoring and reports required under these consent conditions are publicly available. The following documents or reports must be uploaded to the website as soon as practicable and no later than twenty (20) working days after being received or prepared by the consent

holder:

(a) The final certified Management Plans, including any variations to those Plans if amended (conditions 12.1, 13.1 and 14.1);

(b) The results of all monitoring and sampling undertaken by the consent holder pursuant to this resource consent;

(c) The Protocol for the SPDAG and Minutes of the meetings of the SPDAG unless identified by the SPDAG as not appropriate for public dissemination;

(d) Copies of reports required in condition 20.1; and

(e) Any other information related to the exercise of this consent.

4.7 Within thirty (30) working days of completion of reclamation or structures in the coastal marine area authorised under this resource consent, the consent holder must provide to the Bay of Plenty Regional Council certification from a suitably qualified and experienced engineer stating that the reclamations and/or structures have been constructed in accordance with the requirements of this consent and good engineering practice.

WORKS

5. **Ngāi Tamarāwaho**

5.1 The consent holder must extend an invitation to Ngāi Tamarāwaho to engage prior to any works commencing at Sulphur Point under this consent and at least quarterly during works to provide a progress update on the works and discuss any issues arising from the works authorised by this consent.

6. **Reclamation Works and Structures**

6.1 All works must be undertaken in accordance with the information submitted in the resource consent application titled Stella Passage Development Fast-track Approvals Act 2024 Substantive Application dated January 2026 and supporting materials (except to the extent modified by these conditions), and in accordance with the plan titled "Proposed Wharf/Reclamations/Dredging Resource Consent Drawings, Drawing No. 320-64-1 Rev A".

7. **Design**

7.1 Prior to the commencement of works on each of the Sulphur Point or Mount Maunganui construction sites, the consent holder must provide to the Bay of Plenty Regional Council, a final design statement for the works, including design assumptions, parameters and methodology. As a minimum, the design statement must include:

(a) A description of how the structures authorised by this consent will be constructed using materials appropriate for a marine environment with consideration of the level of corrosion that will occur over the life of the structure;

(b) A description of how the wharf structures authorised by this consent will be constructed with light, shade and hard surfaces similar to existing wharves;

(c) Identification of the construction and reclamation footprints at both the Sulphur Point and Mount Maunganui sites;

(d) Confirmation of how the design and construction methodology are consistent with the Assessment of Effects on Marine Mammals report dated April 2025; and

(e) An independent peer review statement by a suitably qualified and experienced Chartered Professional Engineer specialised in Geotechnical and/or Structural Engineering confirming that the final design is fit for purpose and complies with the relevant standards.

7.2 The construction and lining of the rock walls and/or retaining walls at both the Sulphur Point and Mount Maunganui sites surrounding the reclamations must be completed in a manner that all dredged material (other than that authorised to be discharged by consents 65806 or 65807 or any deposition consent which replaces consents 65806 or 65807) is contained within the reclamations. Where additional fill material is required to form the reclamations, only suitable clean material shall be used.

7.3 Any rock rip-rap and fill to be used as part of the construction works must be of a suitable density, cleanliness and weathering resistance and placed in a manner to ensure structural integrity of the embankment.

8. **Construction Activities**

8.1 The consent holder must engage an appropriately qualified and experienced Chartered Professional Engineer to supervise the construction activities authorised by this consent. No later than two (2) months after the construction works at both Sulphur Point and Mount Maunganui (as relevant) are completed, the consent holder must provide an 'As Built' certificate from the Chartered Professional Engineer to the Bay of Plenty Regional Council certifying that the development has been constructed in accordance with the requirements of condition 7.1(e).

8.2 The consent holder must manage the structures during the construction period to ensure that they are stable and do not represent a danger to the public.

8.3 The consent holder must ensure that no water associated with the mixing, pouring, placing and/or cleaning of concrete structures and/or equipment is released into Te Awanui/Tauranga Harbour, except where concrete is required to be placed under water as part of the construction of structures.

8.4 The consent holder must control particulate matter resulting from these works so that dust nuisance does not occur beyond the boundary of the works area where it can have an adverse effect on other harbour users.

8.5 The reclamation works must not result in an increase in water turbidity of more than 20 Nephelometric Turbidity Units ("**NTU**") above ambient level at any point fifty (50) metres or greater from the reclamation works.

8.6 Within three (3) months of completion of the Sulphur Point reclamation and the Mount Maunganui reclamation respectively, the consent holder must submit survey plans that detail the extent of those reclamations to the Bay of Plenty Regional Council.

8.7 All controls required, as identified in the Reclamation and Construction Management Plan (condition 12.1), must be put in place prior to the commencement of construction and reclamation works at the Sulphur Point and the Mount Maunganui construction sites respectively.

8.8 Pile driving operations and other significant noise emitting activities must not be undertaken on Sundays and Public Holidays; and must only be performed between the following times subject to the further limitation set out in condition 12.3 where daylight hours are shorter than the hours listed below:

(a) Monday to Friday: 7.30am to 8.00pm; and

(b) Saturday: 9.00am to 7.00pm

8.9 Where the consent holder has been advised 24 hours in advance of a Tangihanga occurring at the Whareroa Marae, the consent holder will cease any pile driving activities at the Butters Landing/Bunker wharf area for three (3) days unless approved in writing by the Whareroa Marae Reservation Trust.

Advice Note: The consent holder has offered condition 8.9 to respect tikanga regarding tangihanga and agrees to be bound by it pursuant to the Augier principle.

8.10 The consent holder must employ methods to avoid or minimise any fuel spillage, including the provision of appropriate security and containment measures, where necessary. No fuel storage or machinery refuelling shall occur where fuel could enter a water body in the event of a spillage.

8.11 The consent holder must ensure that all materials stockpiled for use in the construction work, including construction waste materials, are placed and/or stored in such a manner that they cannot enter the harbour.

8.12 All plant, machinery, equipment and debris associated with the construction activities authorised by this consent must be removed from the foreshore and work area at the completion of the construction activities, to the satisfaction of the Chief Executive of the Bay of Plenty Regional Council or delegate.

8.13 Pile driving may only commence (i.e. at the start of each day or following a break in pile driving of more than thirty (30) minutes) by soft start; where power of the piling unit is gradually increased over a 10-minute period.

8.14 During impact pile driving, the strike rate must not exceed 8,000 strikes per day.

8.15 The use of cushion blocks is mandatory for all impact pile driving of steel piles.

8.16 The use of bubble curtains is mandatory for all impact pile driving of steel piles.

9. **Settling Pond**

9.1 Where a settling pond is required to be used to de-water dredged material for the reclamation(s), the following apply to the discharge quality:

(a) The mixing zone is defined as being 250 metres from any discharge point.

(b) The turbidity must not increase more than 15 NTU above ambient level at any point beyond the mixing zone.

(c) No conspicuous change in colour or visual clarity beyond the mixing zone.

(d) No conspicuous oil or grease films, scums, foams, or floatable or suspended material.

(e) No emission or objectionable odour.

(f) No significant adverse effect on aquatic life.

9.2 The consent holder must provide Bay of Plenty Regional Council with certification from a suitably qualified and experienced engineer stating that any settling pond(s) is designed and built to recognised and appropriate engineering standards and that it complies with the requirements of condition 9.1. The certification must be provided to the Bay of Plenty Regional Council within ten (10) working days of the construction of the settling pond(s) being completed.

10. **Maintenance**

10.1 The consent holder must ensure that all controls required, as identified in the Reclamation Construction Management Plan (condition 12.1), are maintained in an effective capacity at all times.

10.2 The consent holder must ensure that the reclamations and structures authorised by this consent are maintained in a safe and structurally sound condition at all times, and it must undertake any maintenance work, if directed by the Chief Executive of the Bay of Plenty Regional Council or delegate,

to the agreed standard.

10.3 The consent holder must maintain records of every inspection carried out of the condition of the reclamations and structures authorised by this consent and the date and description of any maintenance work carried out. These records must be provided to the Bay of Plenty Regional Council upon request.

MANAGEMENT PLANS

11. **Management Plans certification and amendment process**

11.1 Where any condition(s) requires the consent holder to submit a Management Plan to the Bay of Plenty Regional Council for "certification" it must mean the process set out in the following paragraphs (a) to (d) and the terms "certify" and "certified" must have the equivalent meanings:

(a) The consent holder submits the Management Plan to the Bay of Plenty Regional Council, and the Council assesses the documentation submitted. The certification process must be confined to confirming that the Management Plan gives effect to its purposes and comply with the information requirements stated in the condition(s);

(b) Should the Bay of Plenty Regional Council determine that the documentation supplied in accordance with (a) above achieves the requirements of the relevant condition(s), the Bay of Plenty Regional Council must issue a written confirmation of certification to the consent holder;

(c) If the Bay of Plenty Regional Council's response is that it is not able to certify a Management Plan, it must provide the consent holder with reasons and recommendations for changes to the plan in writing. The consent holder must consider any reasons and recommendations of the Bay of Plenty Regional Council and resubmit an amended Management Plan for certification; and

(d) A Management Plan cannot be subject to a third-party approval. The Bay of Plenty Regional Council in deciding whether to certify the management plan, however, may also obtain advice from other qualified person(s).

Advice Note: The consent holder will request that the Bay of Plenty Regional confirm that the relevant Management Plan has been received. It is anticipated that certification will be provided within twenty (20) working days, or a reason and indicative timeframe will be provided.

11.2 The process in condition 11.1 must be repeated until the Bay of Plenty Regional Council is able to provide written confirmation that the requirements of the applicable condition(s) have been satisfied.

11.3 The consent holder must comply with the certified Management Plan(s) or report(s) (or any subsequent version amended in accordance with condition 11.2 or condition 11.4) at all times.

Process for Amending the Management Plans

11.4 At any time during the implementation of this consent, the consent holder may submit an amended version of a Management Plan(s) to the Bay of Plenty Regional Council for re- certification. Re-certification is subject to the same process as detailed in condition 11.1.

Advice note: the process to prepare an amended version of a Management Plan deemed to be certified as at the date of commencement of this consent is set out in the specific conditions relating to that plan.

11.5 On receipt of written advice from the SPDAG that a certified Management Plan requires amendment to address any effects on cultural values resulting from the implementation of this consent that only became evident following commencement of works, or are of a magnitude, extent, duration or

significance that is materially different from that anticipated at the time of the grant of this consent the consent holder must engage with the SPDAG in the manner specified in this condition.

(a) The consent holder must first invite the SPDAG to provide amendments to the certified Management Plan, or the concerns to be addressed. The consent holder must provide at least ten (10) working days for the SPDAG to provide this information.

(b) The consent holder must take into account any information provided by the SPDAG within the timeframe and decide whether to amend the certified Management Plan and in what manner.

(c) The consent holder must then either:

i. submit an amended version of a Management Plan(s) to the Bay of Plenty Regional Council for re-certification in accordance with condition 11.4.

ii. provide written reasons as to why an amended version of the Management Plan will not be submitted for recertification to the SPDAG and the Bay of Plenty Regional Council and upload the same to its Project website.

(d) In the event (c)(ii) is followed, if requested to do so by the SPDAG within five (5) working days of providing the explanation in (c)(ii), the consent holder must engage an independent mediator to facilitate resolution at its sole cost. The independent mediator is to be agreed between the parties, or failing such agreement appointed by the Regional Council.

12. **Reclamation and Construction Management Plan**

12.1 The consent holder must prepare a Reclamation and Construction Management Plan for all construction works within the coastal marine area authorised by this consent.

Advice Note: The Reclamation and Construction Management Plan may be a combined document for all works or may be issued in relation to separate stages of the project.

12.2 The purpose of the Reclamation and Construction Management Plan is to demonstrate how the construction activities authorised by this consent are to be managed in accordance with the requirements of this resource consent.

12.3 The Reclamation and Construction Management Plan must include as a minimum:

(a) Construction methodology;

(b) Construction programme and timeframes (or schedule of works) of the main activities;

(c) Staff and contractors' roles and responsibilities;

(d) Identification of the locations and types of machinery required to be used in the coastal marine area;

(e) Stakeholder and communication management;

(f) Sediment and erosion control plan;

(g) Sediment discharge and suspension mitigation measures to ensure that the NTU limits specified in condition 8.5 will be met;

(h) Spill management measures to demonstrate how condition 8.10 will be complied with;

(i) Measures to demonstrate how dust will be managed to comply with condition 8.4;

(j) Measures to demonstrate how works will be undertaken to manage effects on marine mammals (condition 13);

(k) Noise management measures, including, as a minimum:

i. Demonstration of how the construction works will be undertaken to comply with the relevant noise standards; and

ii. Prioritising vibratory pile driving methods over impact pile driving methods where practical; and

iii. The use of timber piles for the piles closest to Whareroa Marae that are associated with the penguin ramp; and

iv. Limiting pile driving activities to the daytime hours (conditions 8.8 and 13.17).

(l) A water quality monitoring schedule detailing the methodology for monitoring compliance with requirements of condition 9.1 for water discharging from any settling pond; and

(m) A system for recording and responding to complaints received in relation to the construction activities authorised by this consent; and

(n) Any advice and/or recommendations received from the SPDAG and, where not accepted, an explanation as to why the consent holder cannot accommodate any such recommendation (condition 12.4).

12.4 The consent holder must invite the SPDAG to provide comment on the draft Reclamation and Construction Management Plan (condition 12.1). The consent holder must provide at least twenty (20) working days for the SPDAG to provide comment. The consent holder must take into account any advice and/or recommendations provided by the SPDAG within the timeframe. If the consent holder intends not to adopt any advice and/or recommendations provided by the SPDAG, it must provide the SPDAG with a written explanation as to why. If requested to do so by the SPDAG within five (5) working days of providing the explanation, the consent holder must engage an independent mediator to facilitate resolution at its sole cost. The independent mediator is to be agreed between the parties, or failing such agreement appointed by the Regional Council. At the conclusion of that process or after two (2) months (whichever is the earlier) the consent holder may provide its Reclamation and Construction Management Plan to the Bay of Plenty Regional Council for certification.

Advice Note: in accordance with condition 3.6, the consent holder must instead consult with each of the parties listed in condition 3.1 if the SPDAG is has not formed.

12.5 No less than twenty (20) working days prior to works commencing on either of the Sulphur Point or Mount Maunganui construction sites, the consent holder must submit a Reclamation and Construction Management Plan prepared in accordance with conditions 12.3 to the Bay of Plenty Regional Council for certification (condition 12.4).

12.6 The consent holder must undertake all works authorised by this consent and the management measures in accordance with the most recent certified Reclamation and Construction Management Plan.

13. **Marine Mammals**

Advice Note: The Marine Mammal Management Plan submitted with the application is deemed to be certified at the commencement of this consent.

Advice Note: for the purpose of these Marine Mammal conditions, unless specified otherwise, references to 'pile driving' relates to both impact and vibratory pile driving.

13.1 The consent holder must undertake all works authorised by this consent and the management measures in accordance with the most recent certified Marine Mammal Management Plan.

13.2 The purpose of the Marine Mammal Management Plan is to outline procedures to be implemented during construction to ensure compliance with the Marine Mammals Protection Act 1978 and to reduce the risk of harm to marine mammals from activities associated with this consent, particularly in relation to the effects of underwater noise from pile driving.

13.3 At the conclusion of each stage of works authorised by this consent, the consent holder must:

(a) Assess the effectiveness of the approved management measures, including any non-compliances and monitoring results;

(b) Identify any amendments necessary to remedy those matters and improve effectiveness of the plan for the next stage of works; and

(c) Provide a written record of (b) to the Bay of Plenty Regional Council, the SPDAG and the parties listed in condition 3.1.

13.4 Prior to the commencement of each subsequent stage of works authorised by this consent, the consent holder must review the Marine Mammal Management Plan to:

(a) Implement any amendments identified during the process undertaken in accordance with condition 13.3; and/or

(b) Ensure that the plan reflects current best practice; and

(c) If any amendments are required, prepare an amended plan in accordance with the process in condition 13.5.

13.5 At any time during the implementation of these consents, the consent holder may submit a request to amend the Marine Mammal Management Plan to the Bay of Plenty Regional Council for re-certification in accordance with the management plan certification processes in conditions 11.1 and 11.2. Amendments are to be recertified as meeting the purpose of the Marine Mammal Management Plan (condition 13.2) and the specific controls set out in conditions 13.6 to 13.20. Prior to submission of the amended Marine Mammal Management Plan to the Bay of Plenty Regional Council, the consent holder must engage with the SPDAG in the manner specified in this condition:

(a) The consent holder must invite the SPDAG to provide comment on the amended provisions of the Management Plan. The consent holder must provide at least twenty (20) working days for the SPDAG to provide comment.

(b) The consent holder must take into account any advice and/or recommendations provided by the SPDAG within the timeframe provided.

(c) If any advice and/or recommendation is not to be adopted, the consent holder must provide the SPDAG with a written explanation as to why.

(d) If requested to do so by the SPDAG within five (5) working days of providing the explanation, the consent holder must engage an independent mediator to facilitate resolution at its sole cost. The independent mediator is to be agreed between the parties, or failing such agreement appointed by the Regional Council. At the conclusion of that process or after two (2) months (whichever is the earlier) the consent holder may provide its amended plan to the Bay of Plenty Regional Council for certification.

Advice Note: in accordance with condition 3.6, the consent holder must instead consult with each of the parties listed in condition 3.1 if the SPDAG is not formed.

13.6 At least twenty (20) working days prior to commencement of pile driving, the consent holder must invite the parties identified in condition 3.1 to attend a wānanga. The objective of the wānanga is for tangata whenua to share knowledge and exchange information of marine mammals in the area in accordance with tikanga. The consent holder must be present and invite the following parties to the wānanga:

(a) representatives of the Pile driving contractor;

(b) any Marine Mammal Observation Auditor selected by the SPDAG and appointed and funded by the consent holder in accordance with condition 3.4(i); and

(c) The suitably qualified marine mammal expert who prepared the Marine Mammal Management Plan, or other suitably qualified and experienced person.

13.7 The consent holder must provide to the Bay of Plenty Regional Council, Department of Conservation, the SPDAG and the parties listed in condition 3.1 at the end of each calendar year in which pile driving occurs, or as requested, a summary report detailing the date and number of marine mammals sighted and any actions taken by the consent holder to manage potential effects on them.

13.8 Marine Mammal Observation Zones and Shutdown Zones in accordance with the Marine Mammal Management Plan must be established during all pile driving as follows:

(a) a primary Marine Mammal Observation Zone of 500 metres radius around each individual pile driving location;

(b) an extended Marine Mammal Observation Zone extending down the shipping channel towards the harbour entrance to the extent practicable given weather and shipping traffic conditions and as described in the Marine Mammal Management Plan;

(c) in relation to pre-start observations only, an Inner Harbour Observation Zone as described in the Marine Mammal Management Plan;

(d) a Shutdown Zone of all waters within 500 metres around each individual pile driving location for all dolphins and toothed whales (e.g. Hector's dolphins, bottlenose dolphins, killer whales, common dolphin, false killer whale, pilot whales and beaked whales) and fur seals; and

(e) a Shutdown Zone for baleen whales and leopard seals comprising the extent of the waters of Te Awanui/Tauranga Harbour. This Shutdown Zone does not apply to leopard seals ashore.

13.9 During simultaneous pile driving operations (which is defined as when two pile driving units are operating concurrently, and timing of the hammer strikes is synchronised across the two units) the following variations to the primary Marine Mammal Observation Zone described in condition 13.8(a) and the Shutdown Zone described in condition 13.8(d), must be applied:

(a) The establishment of a Marine Mammal Observation Zone of 1,000 metres radius around each individual pile driving location; and

(b) The establishment of a Shutdown Zone of all waters within 1,000 metres radius around each individual pile driving location for all dolphins and toothed whales (e.g. Hector's dolphins, bottlenose dolphins, killer whales, common dolphin, false killer whale, pilot whales and beaked whales) and fur seals.

13.10 The consent holder may, through the amendment process identified in condition 11.4, and in accordance with the process outlined in the Marine Mammal Management Plan, provide a methodology for reducing the requirements and radius of the Marine Mammal Observation Zones and Shutdown

Zones. No change to the Marine Mammal Observation Zones and Shutdown Zones shall be undertaken unless authorised by the Bay of Plenty Regional Council following review of the proposed amendments.

13.11 The consent holder must designate appropriately trained marine mammal observers to provide a continuous lookout for marine mammals within the Marine Mammal Observation Zones during pile driving, in accordance with the certified Marine Mammal Management Plan. While on duty as a marine mammal observer, personnel must be solely dedicated to this role. In addition:

(a) Prior to the start of pile driving for the day, the marine mammal observers must undertake a thirty (30) minute visual observation search of the Marine Mammal Observation Zones to assess whether any marine mammals are present.

(b) Pile driving must cease or must not commence if any marine mammal is located by the marine mammal observers within, or about to enter, a relevant Shutdown Zone.

(c) Soft start pile driving (condition 8.13) may commence after the marine mammal observers have undertaken a search of the Marine Mammal Observation Zones and have assessed there are no marine mammals present within or about to enter the Shutdown Zones.

(d) Following a shutdown or delayed start on account of the presence of a marine mammal(s), the following criteria must be met prior to pile driving recommencing:

i. the marine mammal(s) is observed to move outside of the relevant Shutdown Zone; or

ii. for dolphins and toothed whales, if thirty (30) minutes have elapsed with no further sightings within the 500 metre Shutdown Zone; or

iii. for baleen whales and leopard seals, if 24 hours have elapsed with no further sightings within the waters of Te Awanui/Tauranga Harbour.

(e) Records of all actions taken in accordance with this condition must be provided in the marine mammal sighting log required by the Marine Mammal Management Plan.

13.12 The consent holder must ensure that training is provided to all relevant staff in accordance with the requirements of the Marine Mammal Management Plan. Records of the training undertaken must be provided to the Bay of Plenty Regional Council upon request.

13.13 Prior to commencing pile driving each day 'inner harbour observations' to detect marine mammals up-harbour of Stella Passage must be made from a suitable vantage point. Inner harbour observations will be made by a trained marine mammal observer, either in-person or using a suitable resolution camera system to allow cetacean detection over the required field of view (as described in the Marine Mammal Management Plan). The following requirements apply to any camera system used:

(a) the camera equipment must be regularly serviced and maintained to ensure continuous functionality during pile driving operations;

(b) the field of view must include the main channel and surrounds from the Tauranga Harbour Bridge to Maungatapu Bridge as far as reasonably practicable (as described in the certified Marine Mammal Management Plan); and

(c) image resolution must be capable of detecting a single dolphin (c. 2.5 metres long) at the surface when zoomed in.

13.14 At the outset of each pile driving day, pile driving must only commence once thirty (30) minutes of 'inner harbour observations' have been made in accordance with condition 13.11 and no cetaceans have been detected.

13.15 If any cetacean is reported within the inner harbour whilst pile driving is underway, pile driving will immediately cease for the remainder of the day or until the animal(s) is seen to depart through Stella Passage and is clear of the relevant Shutdown Zone.

13.16 The consent holder must carry out acoustic monitoring of impact pile driving associated with the installation of steel piles to measure the one hour and twenty four hour cumulative Sound Exposure level (SELcum(1h); SELcum(24h)). The SELcum shall be derived from the maximum combined noise at all water depths. These measurements must be made by an appropriately qualified person. The acoustic monitoring must:

(a) Commence immediately once driving piles to founding layer begins for each of the different pile diameters used in the operation. Measurements must occur over a minimum of three (3) days for each pile diameter;

(b) Be completed as soon as practicable after pile driving commences as described in (a) above;

(c) Be reported within two (2) weeks of completion of measurements to the Bay of Plenty Regional Council and the Department of Conservation. Each report must describe in detail the acoustic monitoring methodology and the results of the monitoring (including the estimation of appropriate Marine Mammal Observation Zone and Shutdown Zones) undertaken;

(d) The purpose of this acoustic monitoring is to:

i. confirm that the Shutdown Zones are an appropriate size to protect marine mammals from auditory injury; or

ii. provide robust justification that the Shutdown Zones should be amended to sufficiently protect marine mammals.

13.17 The consent holder must ensure that, unless otherwise agreed to by both the Bay of Plenty Regional Council and the Whareroa Marae Reservation Trust, pile driving must only occur during daylight hours.

13.18 All vessel operations associated with the activities authorised by this consent must comply with the Marine Mammal Protection Regulations 1992 at all times.

13.19 Any reports of injured or dead marine mammals in the vicinity of the works or any near misses between the vessels associated with the works authorised by this consent and marine mammals, must be reported immediately to the Bay of Plenty Regional Council and Department of Conservation including details of the incident and any mitigation action taken.

13.20 Within one (1) week of receiving any written report or advice from a person appointed as Marine Mammal Observation Auditor, the consent holder must provide a copy to the Bay of Plenty Regional Council and the parties listed in condition 3.1 and upload the same to its website.

14. **Avifauna**

Advice Note: The Avifauna Management Plan submitted with the application is deemed to have been certified at the commencement of this consent.

14.1 The consent holder must undertake all works authorised by this consent and proposed management measures in accordance with the most recent certified Avifauna Management Plan.

14.2 The purpose of the Avifauna Management Plan is to formalise existing practices and to provide enhanced management measures to protect bird colonies and to avoid adverse effects from loss of habitat caused by the proposed works on avifauna with the outcome of no net loss of bird habitat in southern Te Awanui as a result of the proposed works.

14.3 At the conclusion of each stage of works authorised by this consent, the consent holder must:

(a) Assess the effectiveness of the approved management measures, including any non-compliances and monitoring results;

(b) Identify any amendments necessary to remedy those matters and improve effectiveness of the plan for the next stage of works;

(c) Provide a written record of (b) to the Bay of Plenty Regional Council, the SPDAG and the parties listed in condition 3.1.

14.4 Prior to the commencement of each subsequent stage of works authorised by this consent, the consent holder must review the Avifauna Management Plan to:

(a) Implement any amendments identified during the process undertaken in accordance with condition 14.3; and/or

(b) Ensure that the plan reflects current best practice; and

(c) If any amendments are required, prepare an amended plan in accordance with the process in condition 14.5.

14.5 At any time during the implementation of these consents the consent holder may submit a request to amend the Avifauna Management Plan to the Bay of Plenty Regional Council for re- certification, in accordance with the Management Plan certification processes in conditions 11.1 and 11.2, that any amendment is consistent with the purpose of the Avifauna Management Plan (condition 14.2). Prior to submission of the amended Avifauna Management Plan to the Bay of Plenty Regional Council, the consent holder must engage with the SPDAG in the manner specified in this condition:

(a) The consent holder must invite the SPDAG to provide comment on the amended provisions of the Management Plan. The consent holder must provide at least twenty (20) working days for the SPDAG to provide comment.

(b) The consent holder must take into account any advice and/or recommendations provided by the SPDAG within the timeframe provided.

(c) If any advice and/or recommendation is not to be adopted, the consent holder must provide the SPDAG with a written explanation as to why.

(d) If requested to do so by the SPDAG within five (5) working days of an explanation provided under (c) above, the consent holder must engage an independent mediator to facilitate resolution at its sole cost. The independent mediator is to be agreed between the parties, or failing such agreement appointed by the Regional Council. At the conclusion of that process or after two (2) months (whichever is the earlier) the consent holder may provide its amended plan to the Bay of Plenty Regional Council for certification.

Advice Note: In accordance with condition 3.6, the consent holder must instead consult with each of the parties listed in condition 3.1 if the SPDAG is not formed.

14.6 Any lighting installed on the reclamation and/or structures (including cranes) authorised by this consent must comply with the lighting specifications in the certified Avifauna Management Plan.

14.7 Within two (2) months of the establishment of the SPDAG, the consent holder must provide a one off payment of $150,000 to establish a fund to be administered by SPDAG to be used for the purpose of assessing and developing opportunities to enhance avifauna habitat in and around Te Awanui/Tauranga Harbour.

Advice Note: The consent holder has offered condition 14.7 and agrees to be bound by it pursuant to the Augier principle.

14.8 The consent holder must notify (in writing) the SPDAG and the parties listed in condition 3.1 of its intention to capture, handle or relocate any kororā no less than ten (10) working days prior and provide the opportunity for the cultural monitors appointed in accordance with condition 14.1 of RM26-0055-DC to be present during such activities.

15. **Mātauranga Monitoring Plan**

15.1 Following the completion of the Mātauranga Māori State of the Environment report required by condition 12.1 of consent RM26-0055-DC, the consent holder must invite the SPDAG to prepare a Mātauranga Monitoring Plan in accordance with condition 15.2.

15.2 The purpose of the Mātauranga Monitoring Plan is to detail how the cultural health of Te Awanui/Tauranga Harbour, to the extent it overlaps with the Port Zone, is surveyed, monitored and reported upon to describe the state of the marine environment and kaimoana from a cultural perspective. The Mātauranga Monitoring Plan should, as a minimum, include:

(a) A plan and description of the area subject to the Mātauranga Monitoring Plan;

(b) The cultural indicators to be surveyed and monitored, including appropriate baseline measures to monitor change against;

(c) Methodologies for or details on how the cultural indicators are to be surveyed, monitored and reported and how results will be compared with any information provided in any Mātauranga Māori State of the Environment report that is available (condition 12 of RM26-0055-DC);

(d) A description of how the cultural indicators monitored will be integrated with the scientific monitoring carried out under this consent pursuant to conditions 13 and 16 of RM26-0055-DC;

(e) A description of how the monitoring obtained under the Mātauranga Monitoring Plan will be integrated with any wider mātauranga monitoring undertaken for Te Awanui/Tauranga Harbour; and

(f) Reporting requirements including the extent to which any information obtained is to be included on the consent holder's website in accordance with condition 4.6.

Advice Note: The requirement for a Mātauranga Monitoring Plan is a joint requirement with consent RM26-0055-DC. It is recognised that one Mātauranga Monitoring Plan will be provided to address the requirements of both this consent and consent RM26-0055-DC.

15.3 Upon being provided with the Mātauranga Monitoring Plan required under condition 15.1, the consent holder must forward the Mātauranga Monitoring Plan to the Bay of Plenty Regional Council for its records and to all parties listed in condition 3.1. If the consent holder becomes aware of any changes made by the SPDAG to the Mātauranga Monitoring Plan, the consent holder must notify the Bay of Plenty Regional Council and all parties listed in condition 3.1 within five (5) working days of being made aware of the changes (including a copy of the updated Mātauranga Monitoring Plan if the consent holder has been provided with a copy by the SPDAG).

15.4 The consent holder must support the preparation and delivery of the Mātauranga Monitoring Plan by:

(a) *Preparation:* Provision of a one-off payment to the SPDAG of $250,000 (jointly with consent RM26-0055-DC) for the preparation of the Mātauranga Monitoring Plan required under condition 15.1; and

(b) *Delivery:* Provision of funding to the SPDAG to the value of $25,000 per annum (jointly with consent RM26-0055-DC) from the receipt by the consent holder of the completed Mātauranga Monitoring Plan until the expiry or surrender of this resource consent for the delivery of the monitoring and reporting measures specified in the Mātauranga Monitoring Plan. The annual amount payable must be adjusted annually for inflation in accordance with the Consumers Price Index (CPI).

Advice Note: The consent holder has offered condition 15.4 and agrees to be bound by it pursuant to the Augier principle.

Advice Note: A review condition provides an opportunity for further funding to be made available in the event the payment in (a) is not adequate for its purpose.

15.5 Upon being provided with any report or update on the delivery of the monitoring and reporting measures specified in the Mātauranga Monitoring Plan, the consent holder must forward the report or update to the Bay of Plenty Regional Council for its records and to all parties listed in condition 3.1

RESTORATION AND MITIGATION

16. **Restoration**

16.1 Within two (2) months of the completion of the Mātauranga Monitoring Plan required under condition 15.1, the consent holder must provide a one off payment of $2,000,000 (jointly with resource consent RM26-0055-DC) for the SPDAG to invest into projects of its choosing. The purpose of the payment is to provide support for projects that:

(a) contribute to the restoration of the health of Te Awanui/Tauranga Harbour; or

(b) are abundance projects; or

(c) benefit iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour; or

(d) are otherwise deemed appropriate by the SPDAG.

Advice Note: The consent holder has offered condition 16.1 and agrees to be bound by it pursuant to the Augier principle.

16.2 Within two (2) months of the establishment of the SPDAG, the consent holder must provide a one off payment of $500,000 (jointly with resource consent RM26-0055-DC) for the SPDAG to use for design, creation and placement of Pou or other structures, for the purpose of recognising the significance of the land on which the Port of Tauranga is located on to the relevant tangata whenua parties.

Advice Note: The consent holder has offered condition 16.2 and agrees to be bound by it pursuant to the Augier principle.

16.3 Within two (2) months of the establishment of the SPDAG, the consent holder must provide a one off payment of $100,000 (jointly with resource consent RM26-0055-DC) for the SPDAG to fund an independent audit and assessment of discharges against existing consent conditions and discharges into Te Awanui/Tauranga Harbour.

Advice Note: The consent holder has offered condition 16.3 and agrees to be bound by it pursuant to the Augier principle.

16.4 At least two (2) months prior to the commencement of any physical works authorised by this consent, the consent holder must provide a one off payment of $1,000,000 (jointly with resource consent RM26-0055-DC) to the Whareroa Marae Reservation Trust and, commencing at the first anniversary of the granting of this consent and annually until the expiry or surrender of this consent, an annual payment

of $25,000 (jointly with resource consent RM26-0055-DC), to the Whareroa Marae Reservation Trust towards Whareroa Marae Infrastructure projects, adjusted annually for inflation in accordance with the Consumer Price Index (CPI).

Advice Note: The consent holder has offered condition 16.4 and agrees to be bound by it pursuant to the Augier principle.

16.5 At least two (2) months prior to the commencement of any physical works authorised by this consent, the consent holder must provide a one off payment of $250,000 (jointly with resource consent RM26-0055-DC) to the Whareroa Marae Reservation Trust to use for a longitudinal assessment of health and wellbeing against agreed marae outcomes.

Advice Note: The consent holder has offered condition 16.5 and agrees to be bound by it pursuant to the Augier principle.

16.6 Within twelve (12) months of the commencement of this consent, the consent holder must prepare, at its sole expense, a land use policy in consultation with Whareroa Marae representatives, to identify compatible activities on the land owned by the Port of Tauranga Limited located adjacent to Whareroa Marae and a process to be followed prior to the Port of Tauranga Limited entering into any new leases or licences for that land. The final policy must be provided to the Whareroa Marae Reservation Trust upon its completion and to the Bay of Plenty Regional Council upon request.

Advice Note: The consent holder has offered condition 16.6 and agrees to be bound by it pursuant to the Augier principle.

16.7 At least two (2) months prior to the commencement of any physical works authorised by this consent, the consent holder must provide a one-off customary fisheries restoration fund of $500,000 (jointly with consent RM26-0055-DC) to the Tauranga Moana Customary Fisheries Trust. The purpose of the fund is to facilitate customary fisheries restoration projects within Te Awanui/Tauranga Harbour.

Advice Note: The consent holder has offered condition 16.7 and agrees to be bound by it pursuant to the Augier principle.

16.8 Unless otherwise specified in a condition, the payments required by this consent must be paid within two (2) months of the establishment of the SPDAG (condition 3).

16.9 If the SPDAG is not established within five (5) years from the commencement of this resource consent, then the consent holder must provide the funds referenced in conditions 16.1 to 16.3 of this resource consent to the Tauranga Moana Governance Group anticipated under the Tauranga Moana Iwi Collective settlement. In the event the Tauranga Moana Governance Group anticipated under the Tauranga Moana Iwi Collective settlement is not established within ten (10) years from the commencement of this resource consent, the consent holder must provide the funds referenced in conditions 16.1 to 16.3 of this resource consent to the Tauranga Moana Advisory Group of the Bay of Plenty Regional Council instead, for use towards Council led Te Awanui/ Tauranga Harbour restoration projects.

Advice Note: The consent holder has offered condition 16.9 and agrees to be bound by it pursuant to the Augier principle.

Advice Note: The consent holder currently contributes $50,000 per annum (CPI adjusted) to the Ngā Mātarae Charitable Trust under the conditions of resource consent 65806. For the avoidance of doubt, the contributions specified in conditions 16.1 to 16.7 of this consent are additional to the contribution specified in resource consent 65806.

17. **Biosecurity**

17.1 Within six (6) months of the commencement of this consent, the consent holder must provide a one-off

payment of $30,000 to the Bay of Plenty Regional Council as a contribution to the Bay of Plenty Regional Council led biosecurity programme to enable that programme to be extended so that the new wharf structures authorised by this consent are included for surveillance of the presence of any invasive species.

Advice Note: The consent holder has offered condition 17.1 and agrees to be bound by it pursuant to the Augier principle.

18. **Navigation**

18.1 The consent holder must ensure that all structures authorised by this consent are appropriately marked and/or lit in accordance with "System of Buoyance and Beaconage for New Zealand" (document prepared by the Maritime Safety Authority of New Zealand) or any subsequent superseding document.

18.2 The consent holder must ensure that at all times during the term of this resource consent a barge landing (ferry ramp) is provided, either in its current location, in general accordance with "Drawing 320-59-2 Rev 0", or otherwise as necessary on an interim basis during any construction, maintenance or replacement works.

19. **Cranes**

19.1 The cranes authorised by this consent must be located:

(a) at 100 Mirrielees Road, Sulphur Point Wharf;

(b) as identified on the plans attached to this consent as follows:

i. Civil Aviation Authority Crane Height Restrictions Sulphur Point drawing no. 270-118 Rev B;

ii. Articulated 78m Crane Sulphur Point, drawing no. 270-118-1 Rev 0;

iii. A Frame 110m Crane Sulphur Point, drawing no. 270-118-2 Rev 0; and

iv. Current and Proposed Crane Location Plan Sulphur Point, drawing no. 270- 118-3 Rev 0.

19.2 Not less than five (5) working days prior to the installation/erection of the cranes at Sulphur Point Wharf, the consent holder must request, (in writing) a site meeting with representatives of the Bay of Plenty Regional Council and Tauranga City Council. This request must include details of who is to be responsible for on-site management and compliance with consent conditions.

19.3 The height of any crane authorised by this consent must not exceed the heights of Cranes 9 – 12 as shown in Current and Proposed Crane Location Plan Sulphur Point, drawing no. 270-118- 3 Rev 0.

19.4 Within three (3) months of the completion of the installation of the cranes, the consent holder must provide to the Bay of Plenty Regional Council and Tauranga City Council, a survey report from a suitably qualified surveyor identifying the finished height of the cranes.

19.5 The cranes must be continuously lit at the highest point of each crane and at the end of the boom with an appropriate obstacle light and markers in accordance with (IAW) Civil Aviation Rule Part 77, Appendix B (or any subsequent updates to this Civil Aviation Rule).

19.6 The consent holder must ensure that the cranes and lighting authorised by this consent are maintained in a safe and structurally sound condition at all times and must undertake any maintenance work immediately if directed to do so in writing by the Chief Executive of the Regional Council or delegate.

20. **Monitoring data**

20.1 Unless stated in a specific condition, any data, monitoring information and / or reports required by the conditions of this consent must be provided to the Bay of Plenty Regional Council, the SPDAG and the parties listed in condition 3.1 within five (5) working days of any written request.

21. **Sites of Archaeological, Historic or Cultural Significance**

21.1 In the event of any archaeological site or koiwi being uncovered during the exercise of this consent, activities in the vicinity of the discovery must cease. The consent holder must then contact and consult with iwi and hapū identified in condition 3.1, the SPDAG and Heritage New Zealand and must not recommence works in the area of the discovery until the relevant Heritage New Zealand approvals or other approvals to damage, destroy or modify such sites have been obtained, where necessary.

22. **Review**

22.1 The Bay of Plenty Regional Council may serve notice on the permit holder under section 128(1)(a)(iii), and/or section 128(1)(b) and/or section 128(1)(ba) of the Resource Management Act 1991 of its intention to review the conditions of this resource consent:

(a) On 1 November of each year where the purpose of such a review is to give effect to any Act of Parliament, Regulation, National Policy Statement, Regional Policy Statement, or relevant Operative Regional Plan, which controls or restricts activities in the coastal marine area in locations where works are authorised by this consent; and/or

(b) At any time where the purpose of the review is to remedy a proven deficiency in the quantum of the funds provided under condition 15.4(a) to complete the Mātauranga Monitoring Plan required by condition 15.1.

(c) At any time where the purpose of the review is to address any effects on cultural values that are identified by the SPDAG or parties involved in the mātauranga monitoring undertaken in accordance with condition 15.3 and that:

i. Only became evident after the date of issue or are of a magnitude, extent, duration or significance that is materially different from that anticipated at the time of the grant of this consent; and

ii. Result from the implementation of this resource consent.

23. **Term of Consent**

23.1 This consent shall lapse ten (10) years from the date on which the consent commences.

23.2 This consent will expire thirty-five (35) years from the date on which the consent commences.

23.3 The resource consent hereby authorised is granted under the Fast-track Approvals Act 2024, and in accordance with that Act has full force and effect for its duration, and according to its terms and conditions, as if it were granted under the Resource Management Act 1991.

Advice Notes:

1. *This consent does not authorise the holder to modify or disturb any archaeological or historic sites or deposits within the area affected by this consent. Should any artefacts, bones, shell midden or any other sites of archaeological or cultural significance be discovered within the area affected by this operation, written authorisation should be obtained from Heritage New Zealand Pouhere Taonga before any further damage, modification or destruction is undertaken.*

2. *The consent holder is advised that under the provisions of section 64A of the Resource Management Act 1991, this consent may become subject to charges for the occupation of Crown seabed and/or foreshore. At the time of issuing this consent there is no charging system in place however this consent may be affected by any charging regime implemented in the future.*

3. *Notification, reporting and submission of plans required by this consent should be made in writing to the Regulatory Manager, Bay of Plenty Regional Council, Box 364 or email mailto:notify@boprc.govt.nz and should include the consent number RM26-0055-LC.*

4. *The consent holder is responsible for ensuring that all contractors carrying out works under this consent are made aware of the relevant consent conditions, plans and associated documents.*

5. *The consent holder is advised that non-compliance with consent conditions may result in enforcement action against the consent holder and/or their contractors.*

6. *Section 245 of the Resource Management Act 1991 sets out the process for the vesting of the land once reclaimed.*

7. *Where a payment is required under this consent and the equivalent condition of resource consent RM26-0055-DC, the payment is intended to be a single payment obligation only. Payment of the specified amount shall constitute compliance with both consents. For the avoidance of doubt, the payment is not payable twice merely because it is referenced in both consents.*