

Appendix C1: Amendments to Draft Conditions for 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 [maximum](#) 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) for its ongoing involvement as envisaged by this consent.;
- d) Invitations to the SPDAG, once formed, to engage as follows:
 - i. at least quarterly (or otherwise in accordance with **condition 3.4(b)(a)**) and concurrently with SPDAG meetings required by consent RM26-0055-LC; and
 - ii. an annual strategic planning 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. ~~Oversight of the implementation of the Initial Mātauranga Monitoring Plan (condition 15.1);~~
 - iii. Preparation and implementation of a Final Mātauranga Monitoring Plan (**condition 15.1**) and funding support towards the preparation and delivery of mātauranga monitoring (**condition 15.4**);
 - iv. Participation in during the preparation of the Dredge Management Plan (**condition 8.1**) and any subsequent amendments;
 - v. Carrying out ceremonies in accordance with condition 3.4(h) and providing a Cultural Monitor in accordance with condition 14.1 ; and
 - vi. Review of Te Paritaha ongoing monitoring results (**condition 13.2**);
- f) Providing an opportunity for iwi and hapū that have a relationship with Te Awanui/Tauranga Harbour to carry out ceremonies in accordance with condition 3.4(h) or condition 3.6(b); 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.

Commented [BC1]: Moved and amended

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.

Commented [BC2]: Amended to reflect comments received.

Commented [BC3]: Added to address comments received

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

2.1 The consent holder must undertake a tikanga-based approach to 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 Rangī;

f) Ngāi Tūkairangi;

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

Commented [JW4]: A hapū of Ngāti Ranginui that was identified in the decision report and were invited to comment as a section 53(2) party.

Commented [JW5]: A hapū of Ngāti Ranginui that was identified in the decision report and were invited to comment as a section 53(2) party.

Commented [JW6]: A hapū of Ngāti Ranginui that was identified in the decision report and were invited to comment as a section 53(2) party.

Commented [JW7]: A Post Settlement Governance Entity (PSGE) that represents three hapū of Ngāti Ranginui; Ngāti Kahu, Ngāti Pango and Ngāti Rangī. The PSGE and hapū were identified in the decision report and were invited to comment as a section 53(2) party.

- 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 parties 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.](#)

Commented [BC8]: Added in response to PTAI request

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 [undertake a tikanga-based approach to engage and engage with and](#) invite the parties identified in [clauses \(a\) – \(t\) of this condition](#) below to establish a “[Stella Passage Development Advisory Group](#)” (SPDAG); [or alternative name as determined by the parties](#); 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 Rangī;
- 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 [eight \(8\) 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 [eight \(8\) 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 to undertake a tikanga based approach 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 [eight \(8\) three \(3\)](#) parties have nominated representative(s) in the eight (8) months since the first invite, the consent holder must:
 - a) invite [all representatives who have been nominated the following](#) to establish [an interim the](#) SPDAG:
 - ◆ ~~All representatives who have been nominated; or~~
 - ◆ ~~additional representatives to be nominated by the Ngā Mātarae Charitable Trust to provide a minimum of eight (8) members.~~
 - b) continue to invite those parties identified in [condition 3.1](#) every six (6) months until at least [eight \(8\) three \(3\)](#) nominations have been received and appointed on the SPDAG;
 - c) once at least [eight \(8\) 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 meet with the SPDAG within one (1) month of its establishment to~~ commence preparation of a [Terms of Reference Protocol, at the consent holder's cost](#), that:

Commented [BC9]: Amended to reflect intent of Panel

- a) **Must Should** include:
- ~~Recognition of Te Awanui/Tauranga Harbour as a taonga;~~
 - Regularity/frequency of meetings;
 - ~~Any proceedings governing its decision making such as quorum or voting;~~
 - ~~costs to the consent holder to facilitate the administration of SPDAG over the duration of this consent and consent RM-26-0055-LC;~~
 - ~~A process for the SPDAG to review and provide advice on 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:~~
 - ~~Review and comment on the Dredging Management Plan prepared, and amended, in accordance with conditions 8.1 and 8.7,~~
 - ~~Access, review and comment on the results of environmental monitoring required under this consent and/or consent RM-26-0055-LC;~~
 - ~~Support any review of these consent conditions under condition 24.1 and/or the equivalent condition in consent RM26-0055-LC; and~~
 - ~~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.~~
 - ~~The role of the SPDAG in the review of this consent under condition 24.1 and/or the equivalent condition in consent RM-26-0055-LC;~~
 - ~~A process for information sharing to, and between, parties regarding the implementation of the consent (includes advice to the consent holder on any particular concerns arising from the implementation of the consent that iwi and hapū may raise with the SPDAG) and access to monitoring data outlined in condition 21;~~
 - 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;
 - ~~A 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, and process for the consent holder where they choose not to adopt the SPDAG's advice and recommendations;~~
 - A process to ~~discuss and confirm any~~ identify potential appointments in areas of interests of the SPDAG regarding this consent and/or consent RM-26-0055-LC;
 - A process for the allocation and distribution of the restoration fund under ~~condition 18.1 to 18.3;~~
 - Measures that protect against the unintended use or misuse (includes secondary use) of any mātauranga Māori;
 - A preferred process for early ~~notification and~~ engagement ~~from the consent holder~~ on any potential and/or likely variation to this consent and/or consent RM-26-0055-LC
 - A process to review the SPDAG membership and invitation of additional parties to join the SPDAG if considered appropriate.
- b) **May 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;
 - ~~the continuing role, or not, of Ngā Matarae Charitable Trust;~~
 - The inclusion of Bay of Plenty Regional Council and Tauranga City Council, and other stakeholders, as active observers in SPDAG meetings;

- Engagement with, and induction of, contractors in the construction activities of [authorised by this](#) consent and/or consent RM-26-0055-LC; and
- Other requirements under this consent and/or consent RM-26-0055-LC.

- c) Observe the processes [agreed to in any Terms of Reference 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. [The first SPDAG meeting shall be held as soon as practicable after the establishment of the SPDAG. The SPDAG shall meet quarterly, unless a different frequency of meetings is agreed between the consent holder and the SPDAG.](#)

Advice Note: for the purposes of this condition and [condition 3.4\(a\)](#) 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 [unless otherwise agreed and outlined in the SPDAG Terms of Reference. 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 [meetings](#), 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 [three \(3\) weeks' fifteen \(15\) working days](#) advance prior notice of the date, time and location of [each formal meeting of the SPDAG meetings](#);
- g) [With the agreement of If agreed by](#) SPDAG [members](#), publish the [Terms of Reference Protocol](#) and SPDAG meeting minutes on the consent holder's website in accordance with [condition 4.5\(c\)](#) of this consent; and
- h) At least twenty (20) workings 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 [and that it has been carried out if and where deemed appropriate by to](#) the SPDAG [and whether or not that opportunity was taken up](#).
- i) [At least twenty \(20\) workings days prior](#), 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.

Commented [BC10]: Ngati Ranginui request

Commented [BC11]: NTHT and TMICFT request

- 3.5 Within ten (10) working days of the consent holder being advised by the SPDAG of [the SPDAG being formed, or](#) 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) working 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 that it has been carried out if and where deemed appropriate and whether or not that opportunity was taken up~~ by the parties listed in **condition 3.1**;
- c) ~~must, at least twenty (20) working 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);~~
- 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;~~

Commented [BC12]: To address PTAI and Ngati Ranginui comments

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; ~~or if less than eight (8) of the parties listed in condition 3.1 have nominated representatives on the SPDAG and all of~~ the parties listed in **condition 3.1** ~~directly~~;
- b) Department of Conservation; and
- c) Bay of Plenty Regional Council.

Commented [BC13]: Clarity sought by PTAI

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 ~~but 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 ~~Terms of Reference for Protocol of~~ the SPDAG and Minutes of the meetings of the SPDAG ~~agreed by members as 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 an explanation must be included in the final Plan 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 ~~must~~ may provide ~~the~~ 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 ~~may proceed to submit management plans to the Bay of Plenty Regional Council for certification~~ 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:

- f) The area to be dredged;
- g) 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;
- h) Methodology for undertaking the dredging operations;
- i) 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;
- j) 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:

Commented [BC14]: Process expanded in response to Ngati Ranginui, NHTH and TMICFT

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.			

- k) Controls for minimising sediment discharges to ensure the discharges comply with the limits set in this consent;
- l) Contingency measures proposed to manage discharge activities and methods for the avoidance of ecological effects from turbidity;
- m) The [advice and recommendations on the Dredge Management Plan provided by the SPDAG, if any, including details of any advice or recommendations not incorporated in the Plan and the reasons why process followed to satisfy condition 8.1](#); and
- n) 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 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 must be taken into account by the consent holder in deciding and decide whether to amend the certified Dredge Management Plan and in what manner.
- c) The consent holder must then either:
- i. may then 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 accordance with condition 8.7;~~ or
- ii. ~~If an amended version of the Dredge Management Plan(s) is not submitted for re-certification, must provide a~~ written explanation of its reasoning 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**

Commented [BC15]: Condition amended in response to Ngati Ranginui, NTHT and TMICFT request

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 ~~and, 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.

Commented [BC16]: Amended at NTH request

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 ~~will facilitate~~ [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 [Final](#) 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 [Subject to condition 14.2](#), The consent holder must provide an opportunity via the Tauranga Moana Iwi Customary Fisheries Trust [and the SPDAG](#) for [a](#) Cultural Monitors to be present during all dredging operations authorised by this consent, provided that [the 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 [the 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

Commented [BC17]: Request by PTAI

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Commented [BC19]: To address PTAI concern

Commented [BC20]: PTAI request

being undertaken in accordance with [conditions 14.1 and 14.3](#).

15. **Mātauranga Monitoring Plan**

~~Within two (2) months of the commencement of this consent or consent RM26-0055-LC, whichever is earliest, the consent holder must facilitate the preparation of an Initial Mātauranga Monitoring Plan that is consistent with the Te Pā Pātiki conceptual framework. The purpose of the Initial Mātauranga Monitoring Plan is to ensure a mātauranga informed approach to the monitoring of Te Awanui/Tauranga Moana within the area of this consent and consent RM26-0055-LC; commences and is implemented as early as possible.~~

~~Advice note: The consent holder may require the expertise of Ngā Tai ki Mauao with this condition.~~

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:

a) invite the SPDAG to:

~~a) Review the Initial Mātauranga Monitoring Plan prepared under condition 15.1; and~~

~~b) Determine whether to update the Initial Mātauranga Monitoring Plan or prepare a new Mātauranga Monitoring Plan in accordance with [condition 15.2](#).~~

~~b) facilitate the process chosen by the SPDAG to satisfy condition 15.3 in accordance with condition 15.5.~~

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 Final Any~~ Mātauranga Monitoring Plan ~~must 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 [Final 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).

Commented [BC21]: PTAI request

15.4 The consent holder must support the preparation and delivery of the [Final](#) 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 [either the Initial Mātauranga Monitoring Plan or the Final 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.](#)

Commented [BC22]: Added in response to PTAI request

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**

18.1 Within two (2) months of the ~~establishment of the SPDAG 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 ~~identified in condition 3.4~~ 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 ~~Within one (1) month of the commencement of the consent~~ 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 ~~Within two (2) months of the commencement of this consent~~ 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

Commented [BC23]: Amended in response to Ngati Ranginui concern

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 ~~Within two (2) months of the commencement of this consent; 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 for 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 at least eight (8) of the parties identified in condition 3.1 do not have a representative on the SPDAG is not established~~ within five (5) years from the commencement of this resource consent (as specified by **condition 3.6**), 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, or if not yet established within ten (10) years from the commencement of this resource consent (as specified by condition 3.6), the consent holder must provide the funds referenced in conditions 18.1 to 18.3 of this resource consent then~~ 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 Mātarā 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.

Commented [BC24]: Amended in response to Ngati Ranginui concern

- (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 [to the Bay of Plenty Regional Council 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 ~~within at least one (1) working day of prior to commencement of [any dredging works authorised by](#) this consent, unless consent 62920 has expired.~~

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:
 - iii. 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
 - iv. Result from the implementation of this resource consent.

Commented [BC25]: Ngati Ranginui request

Commented [BC26]: NTHT request

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 [after commencement 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.nz and 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 ~~*Disposal of material dredged under this consent is to occur under resource consent 65806. All conditions of that consent therefore apply to the disposal activity.*~~
- 7 *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.*

Appendix 1

Cost Item	Assumption	Estimated Annual Cost as at 2026 (NZD)
Chair meeting fees	4 meetings × \$400	\$1,600
Member meeting fees	15 entities × 4 meetings × \$300	\$18,000
Consent implementation work – monitoring review	16 entities × 8 hrs × \$170	\$21,760
Chair liaison (quarterly meeting with Port)	4 hrs × \$170	\$680
Travel reimbursement	16 entity x 4 meeting x \$30	\$1,920
Venue/catering	Mostly Port facilities	\$2,500
Annual Strategic planning meeting with POTL (SPDAG Members)	15 entities × 1 meetings × \$300	\$4,500
Annual Strategic planning meeting with POTL (SPDAG Chair)	1 meetings × \$400	\$400
Total		\$51,360

[The annual amount payable must be adjusted annually for inflation in accordance with the Consumers Price Index \(CPI\).](#)

Appendix 2

