



### Management Plan for Resource Consent 64684 Works

This Management Plan sets out the proposed works to be carried out under resource consent 64684 and includes the activities and commitments agreed to by the landowner and the Bay of Plenty Regional Council.

All works are to be carried out in accordance with the submitted Management Plan and the conditions of consent 64684.

Written notification no less than 24 hours prior to the start of works and completion of work to the BOPRC's Compliance Manager or [notify@boprc.govt.nz](mailto:notify@boprc.govt.nz) and [wiki.mooney@boprc.govt.nz](mailto:wiki.mooney@boprc.govt.nz).

Landowner contact details	
<b>Landowner(s):</b>	<b>Postal Address:</b>
<b>Contact Person:</b>	<b>Role:</b> <manual entry>
<b>Phone:</b>	<b>Email:</b>
<b>Site Address:</b>	<b>Legal Description and Title Details:</b> <manual entry>
<p><b>Please note:</b> It is essential to confirm that appropriate land owner(s) authority has been received and that property boundaries are checked on an up to date GIS system. This is especially the case where land may be held in trust, or have multiple owners, where it becomes more critical to ensure appropriate approval is received and documented. (Acknowledging however, that in most cases it will be a landowner that has requested the work).</p>	

BOPRC designated person in charge of works	
<b>Officer Responsible:</b>	<b>Address:</b> PO Box 364, Whakatāne 3158
<b>Job Title:</b>	<b>Office Location:</b> Whakatane Office
<b>Phone:</b>	<b>Email:</b>

Description of Works	
<b>Location</b>	
<b>Start date</b>	
<b>Scale (dimension/area of works)</b>	
<b>Purpose</b>	

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#### Site of work location

*Insert aerial map here. Include location of any disposal site for any excess material removed.*

#### Works methodology

*Include how erosion and sediment discharges will be minimised during and following the works; detailing stabilisation works etc.*

#### Engineering assessment (applicable when structures are proposed)

*If structures are proposed to be placed in watercourses, an appropriate engineering assessment of the proposed structures in terms of suitability for the purpose, effects on hydrology and effects on watercourse habitat values.*

#### Works Plan (proposed timetable of works)


#### Estimated costs

The estimated costs are set out below, along with the share of each cost to be paid by each funding partner. All costs exclude GST.

Works Plan						Cost Share			
No.	Activity	Unit	Qty	Rate (\$)	Cost (\$)	BOPRC	%	[Landowner]	%
Total for Financial Year 2017/2018:									

### Consultation

*Record of all consultation carried out in respect of the works including responses of all parties consulted and proposed methodology to avoid, remedy or mitigate adverse effects. In all instances, engage with mana whenua, DOC and Fish and Game in the development of this plan.*

### Agreement and consent conditions

<b>Shared costs</b>	To be provided on completion of works based on actual costs with invoice(s) for verification. Actual costs paid will not exceed estimated costs unless prior written agreement has been obtained from the Bay of Plenty Regional Council.
<b>Ownership of works</b>	<p>Despite the funding contributions between Regional Council and the landowner, and for the avoidance of doubt, the works and associated structure(s) constructed under this Management Plan will at all times belong and remain in the private ownership of the landowner.</p> <p>The Regional Council will have no responsibility, liability or obligation for any subsequent loss, damage or otherwise for those works and associated structure(s), including any loss or damage sustained due to the landowner's compliance (or not) with the ongoing maintenance and responsibilities set out below.</p>

<b>Ongoing maintenance and responsibilities</b>	<p>The Regional Council will have no long-term responsibility, liability or obligation for works supported through this Management Plan (under consent 64684). Works will require maintenance, and natural processes (i.e. floods and weather events) can mean that some works will require repair or replacement over time.</p> <p>The Regional Council assumes no responsibility or obligation under the Health &amp; Safety at Work Act 2015 in relation to the works or Land, except as may be separately agreed between the parties.</p> <p>The landowner is responsible for all ongoing management and maintenance of works, including (but not limited to):</p> <ul style="list-style-type: none"> <li>• Regular monitoring of the integrity of the works along with ongoing maintenance, repair and/or reinstatement so that the works remain fit for purpose.</li> <li>• Re-vegetation plantings will be maintained free of competing weeds until plants are well established;</li> <li>• Undertake such measures from time to time in the control of pest plants or other exotic species that may compromise biodiversity protection and ecological values;</li> <li>• Fences will be maintained in a sound condition to exclude stock; and</li> <li>• Stream works undertaken for erosion control will be checked by the landowner on a regular basis for integrity and effectiveness and all debris will be cleared.</li> </ul> <p>The landowner will notify the Regional Council of any pending change of ownership or subdivision of the Land, to facilitate an up-to-date record of landowner details.</p>
<b>Works in Watercourses (condition 4)</b>	<p>Where it is necessary for machinery to cross a watercourse a single crossing point with entry and exit points at right angles to the steam flow shall be use. Crossing shall be kept to the minimum necessary to carry out the works.</p> <p>Where rail iron/pipe groynes are used in the beds and banks of streams the consent holder shall ensure that the top 300 millimetres of the exposed section of all rail irons used in or near the waterways are encapsulated in a protective cover.</p> <p>Where waste concrete is used for erosion protection works the following standards shall be met:</p> <ol style="list-style-type: none"> <li>a) The concrete used shall be free from paint, oil, grease and sediment; and</li> <li>b) There shall be no exposed reinforcing steel visible; and</li> <li>c) The concrete shall not contain any embedded material which may leach a contaminant into the watercourse.</li> </ol> <p>Works in watercourses carried out under the authority of consent 64684 are timed to avoid the main spawning and migration periods of indigenous fish.</p> <p>Works carried out shall not impede fish passage.</p> <p>Machinery used under the authority of this consent is cleaned prior to use in a watercourse to prevent the spread of pest organisms.</p> <p>Any slash and debris associated with works shall be removed from all watercourses immediately following completion of works and placed where it cannot re-enter the watercourse.</p>

	Crack willow ( <i>salix fragilis</i> ) shall not be used for erosion protection in areas where that species is not already established.
<b>Coastal work (condition 5)</b>	<p>All works carried out at the mouths of watercourses are restricted to the areas designated in the plan entitled “Map Three – Stream Mouth Clearance Works”</p> <p>Works on the beach are restricted to the hours of 7:00am to 6:00pm from Monday to Friday inclusive.</p> <p>All works are carried out at low/mid tide.</p> <p>Works on the beach require:</p> <ol style="list-style-type: none"> <li>Photographs of the site and immediate surrounding area such that the beach profile may be discerned; and</li> <li>Immediately following the completion of works photographs of the site and immediate surrounding area such that the beach profile may be discerned.</li> </ol> <p>Where clean sand or shingle material is excavated from the mouth of a watercourse the excavated material shall be spread on the beach in a manner that matches the natural beach profile of the site at the time.</p> <p>Where material other than clean sand or shingle is excavated from the mouth of any watercourse the material shall be removed from the site to be disposed of at an authorised deposition site (see Advice Note 5 of consent 64684).</p>
<b>Stabilisation and maintenance (condition 7)</b>	<p>Erosion and sediment controls and associated erosion protection devices are maintained in an effective capacity at all times during works and until the site is stabilised.</p> <p>As far as practicable, any necessary maintenance of erosion and sediment controls identified is completed within 24 hours.</p> <p>All areas of exposed soil resulting from works under this consent are stabilised by re-grassing, re-planting or other equivalent method to the satisfaction of the Chief Executive of the Regional Council or delegate as soon as practicable following completion of works.</p> <p>Where seasonal or weather conditions do not allow for sowing grass seed the consent holder shall ensure stabilisation is achieved using mulching, hydro seeding or containment of run-off within an earth bund.</p> <p>Stabilisation works are consistent with either the guideline document “Erosion and Sediment Control Guidelines for Land Disturbing Activities – September 2002” or the “Environmental Code of Practice for Rivers and Drainage Maintenance Activities – April 2019” whichever is the higher standard.</p>
<b>Monitoring</b>	<p>The Regional Council will at its expense, periodically monitor the integrity and effectiveness of the works and activities completed under this Management Plan.</p> <p>Upon request and with reasonable timeframes, the landowner will allow access to the property for Regional Council personnel or agents for evaluation and monitoring purposes.</p>

<b>Sites of archaeological, historical or cultural significance (condition 9)</b>	In the event of any archaeological site or koiwi being uncovered during the works, activities in the vicinity of the discovery shall cease. The consent holder shall contact the Maori Policy Section of the Regional Council to obtain details of the relevant iwi authority. Consultation will then be carried out with the relevant iwi authority and the New Zealand Historic Places Trust and shall not recommence works in the area of the discovery until the relevant Historic Places trust approvals or other approvals to damage, destroy or modify such sites have been obtained, where necessary.
<b>Dispute resolution</b>	Any dispute concerning the subject matter of this Management Plan and/or the nature, implementation or satisfaction of terms of this Agreement, will be settled by full, frank and good faith discussions and negotiation between the parties. If the dispute is not resolved through that process, the parties may engage in facilitation or mediation through an agreed process.

**This Management Plan and Agreement has been entered into by:**

Landowner name and signature

Date:

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Bay of Plenty Regional Council

Date:

Name:

Job Title:

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