Appendix B - Proposed Conditions

Clauses 11(2)(l) and (m) require the Applicant to provide detail of any conditions that the applicant proposes for the resource consent that are set out in, a variation of, or additional to Schedule 2; and the reasons for any variations to, or additional conditions. Therefore, Table A-1 outlines the conditions within Schedule 2 that are relevant to the activity and are proposed as conditions of consent. The table also outlines proposed consequential amendments to the Schedule 2 conditions and proposed additional consent conditions to better reflect the site context, proposal, technical assessment outcomes and information available at the time of preparing this application. Consequential amendments to the Schedule 2 conditions are identified with ~~strikethrough~~ for deletion and **<u>underline bold</u>** for additions. A clean set of proposed conditions with all amendments (including minor referencing edits) are provided in Table A-2.

Table A-1: Proposed conditions and reasoning for any amendments or new conditions

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
Preliminary matters				
1	**Compliance with specified documents accompanying consent application** (1) The consent holder must carry out all activities included in the flood resilience works for which consent has been granted in accordance with applicable requirements in the following documents that were provided in the application for consent: *(a) [consent authority to complete]:* *(b) [consent authority to complete]:* *(c) [consent authority to complete]:* *(d) [consent authority to complete]:* (2) However, if there is a conflict between a condition imposed on the resource consent and a requirement in any document referred to in subclause (1), the imposed condition prevails.	Schedule 2	1	N/A
2	**Duration of resource consent** (1) The period for which this resource consent has been granted is [*consent authority to insert period that is not more than 5 years]* after the date of commencement of the consent. (2) This resource consent lapses on *[consent authority to insert date that is no later than 2 years after date of commencement of consent].*	Schedule 2	2	N/A
3	**Definitions** In this schedule,— **CEMP** means the construction environmental management plan required by clause 10 of this schedule **Climate Change Scenarios Guideline Document** means the Climate Change Scenarios: Guideline Document GD15, published by the Auckland Council in March 2024 **contaminated land** means land to which the Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 apply (see regulation 5(1) of those regulations) **Contaminated Land Management Guidelines** means the Contaminated land management guidelines No 1: Reporting on contaminated sites in New Zealand (Revised 2021), published by the Ministry for the Environment in June 2021 **cultural indicator** means an indicator of an identified cultural association in guidance referred to in clause 5 of this schedule **cultural monitors** means the cultural monitors appointed by relevant Māori entities under clause 4(3) of this schedule **earthworks principles** means the principles set out in clause 12 of this schedule **ecology principles** means the principles set out in clause 26 of this schedule	Schedule 2 – Altered	3	• **Technical Guidelines for Disposal to Land** definition deleted as there is no reference to it in the conditions.

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	Erosion and Sediment Control Guide means the Erosion and Sediment Control Guide for Land Disturbing Activities in the Auckland Region— (a) published by the Auckland Council in June 2016; and (b) incorporating the amendments made in October 2018 **Erosion and Sediment Control Manager** means the person appointed under clause 13(1) of this schedule **ESCP** means an erosion and sediment control plan prepared under clause 14 of this schedule **Manager Environmental Monitoring** means the person employed by the Auckland Council as the manager responsible for monitoring the conditions of resource consents **Māori entity representative** means a person appointed as a representative under clause 4 of this schedule **natural hazard area** means any land that is any 1 or more of the following: (a) a coastal erosion hazard area as defined in Chapter J of the Auckland Unitary Plan: (b) in the coastal storm inundation 1% annual exceedance probability (AEP) area as defined in Chapter J of the Auckland Unitary Plan: (c) in the coastal storm inundation 1% annual exceedance probability (AEP) plus 1 m sea level rise area as defined in Chapter J of the Auckland Unitary Plan: (d) in an area that would be inundated in a storm event of a scale that has a 1% or greater probability of occurring in one year: (e) an overland flow path as defined in Chapter J of the Auckland Unitary Plan: (f) land which may be subject to land instability as defined in Chapter J of the Auckland Unitary Plan **NZS 6803:1999** means New Zealand Standard 6803:1999: Acoustics—Construction noise, published by Standards New Zealand on 8 February 2000 **Project Arborist** means a suitably qualified and experienced arborist appointed by the consent holder **Project Ecologist** means a suitably qualified and experienced ecologist appointed by the consent holder **Project Engagement Lead** means the person appointed under clause 8(1) of this schedule ~~**Technical Guidelines for Disposal to Land** means the Technical Guidelines for Disposal to Land, Revision 3.1, published by the Waste Management Institute New Zealand Incorporated in September 2023~~ **works location**, in relation to a resource consent for flood resilience works, means the location specified in clause 6(3) to which the resource consent relates.			
Engagement and communications				
4	**Māori entity representatives** (1) The consent holder must invite each relevant Māori entity to appoint a representative to perform, with the representatives appointed by all other relevant Māori entities, the Māori entity representative's role and responsibilities set out in this schedule in relation to the flood resilience works for which the consent has been granted. (2) The consent holder must issue the invitations at least 20 days before the flood resilience works begin. (3) The relevant Māori entities may appoint a team of cultural monitors to— (a) support the Māori entity representatives; and	Schedule 2	4	N/A

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(b) provide the consent holder with on-site guidance to enable effective management of impacts on cultural values. (4) The consent holder must develop terms of reference for the role and responsibilities of the Māori entity representatives, including in relation to the following matters: (a) the scope of the representatives' role and responsibilities: (b) time frames for decisions, advice, and actions: (c) support for the representatives: (d) remuneration for the representatives. (5) In developing the terms of reference, the consent holder must— (a) convene discussions with all relevant Māori entities; and (b) use its best endeavours to achieve consensus on all matters. (6) If consensus on all matters is not achieved, the remaining matters must be determined— (a) by a majority vote; or (b) if votes are tied, by the casting vote of the consent holder.			
5	**Guidance on cultural indicators** (1) The guidance provided under clause 4(3)(b) of this schedule may focus on indicators covering all identified traditional associations,— (a) including mahinga kai, cultural stream health, wāhi tapu, wāhi tūpuna, protocols, and heritage; and (b) derived from identified cultural values and any cultural assessment conducted by the cultural monitors. (2) The consent holder must, in preparing all plans required by these conditions,— (a) take all applicable cultural indicators into account; and (b) report to the Māori entity representatives how those indicators have been taken into account.	Schedule 2	5	N/A
6	**Stakeholder advisory group** (1) The representatives appointed under subclauses (2) and (4) and the Māori entity representatives form the **stakeholder advisory group.** (2) The consent holder must invite the following persons to appoint representatives to be members of the stakeholder advisory group: (a) the owners and occupiers of land on which the flood resilience works are carried out and all adjoining land: (b) all persons who made comments under clause 14: (c) all network utility operators with network infrastructure or other facilities on the land on which the flood resilience works are carried out or any adjoining land: (d) the Manager Environmental Monitoring: (e) Heritage New Zealand Pouhere Taonga: (f) the Department of Conservation: (g) the Māori entity representatives.. (3) The consent holder must issue the invitations at least 20 days before the flood resilience works begin. (4) After the flood resilience works begin, the consent holder may invite further persons or bodies to appoint representatives to the stakeholder advisory group. (5) Each representative appointed must be authorised by the person or body appointing them to make decisions on behalf of the person or body in the consultations taking place in relation to the flood resilience works.	Schedule 2	6	N/A

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(6) The consent holder must develop terms of reference for the role of the stakeholder advisory group, including in relation to the following: (a) frequency of meetings: (b) processes and methods for the performance of the group's role. (7) In developing the terms of reference, the consent holder must— (a) convene discussions with all members of the group; and (b) use its best endeavours to achieve consensus on all matters at the group's first meeting. (8) If consensus on all matters is not achieved at the first meeting, the remaining matters must be determined— (a) by a majority vote; or (b) if votes are tied, by the casting vote of the consent holder.			
7	**Operation of stakeholder advisory group** (1) The role of the stakeholder advisory group is to inform and advise the consent holder about managing and monitoring the flood resilience works. (2) The consent holder must— (a) record all information and advice provided by the stakeholder advisory group; and (b) report to the group how the information and advice have been taken into account in the carrying out of the flood resilience works.	Schedule 2	7	N/A
8	**Project Engagement Lead** (1) The consent holder must appoint a person as Project Engagement Lead to act as the consent holder's main point of contact with— (a) the Māori entity representatives; and (b) the stakeholder advisory group. (2) The consent holder must ensure that the Project Engagement Lead is reasonably available to perform their role under this clause. (3) The consent holder must also ensure that the contact details of the Project Engagement Lead are posted on an internet site maintained by or on behalf of the consent holder.	Schedule 2	8	N/A
9	**Communication plan** (1) The consent holder must develop and implement a communications plan for the duration of construction works. (2) The communications plan must contain detailed processes for communications, throughout the construction works, with the following: (a) the general public: (b) local residents and businesses: (c) the Māori entity representatives: (d) the persons and bodies represented by the stakeholder advisory group: (e) all other persons potentially affected by the construction works. (3) The communications plan must include the following: (a) a description of the flood resilience works or details of, or a link to, an internet site maintained by or on behalf of the consent holder that describes the flood resilience works: (b) the contact details of the Project Engagement Lead: (c) a list of all persons and bodies who will be communicated with under the plan: (d) how any comments or concerns about the construction works should be communicated by those persons and bodies:	Schedule 2	9	N/A

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(e) details of proposed communication activities by the Project Engagement Lead, including notifications and other communications with any persons and bodies referred to in paragraph (c): (f) information about when the communications plan will be reviewed (and amended, if necessary). (4) The consent holder must provide to the Manager Environmental Monitoring— (a) the initial communications plan at least 20 working days before construction works begin; and (b) any amended plan, as soon as practicable after the amendment.			
Construction environmental management plan				
10	**Construction environmental management plan** (1) The consent holder must engage a suitably qualified and experienced person to prepare a construction environmental management plan for the flood resilience works. (2) The purpose of the CEMP is to set out the practices and procedures to be adopted to ensure compliance with the conditions of the consent and to outline all measures to avoid, remedy, or mitigate potential adverse effects associated with the proposed flood resilience works. (3) The level of detail and the measures proposed in the CEMP must correspond with the nature and scale of the flood resilience works. (4) The CEMP must include the following information: (a) the roles and responsibilities of construction management staff, including the Erosion and Sediment Control Manager: (b) a description of the training and education programme for workers that will be implemented to ensure compliance with the conditions imposed on the resource consent: (c) procedures for— (i) obtaining guidance on cultural indicators provided by cultural monitors; and (ii) reporting to the Māori entity representatives under clause 5(2)(b) of this schedule: (d) indicative timing of all stages of the flood resilience works: (e) procedures for managing public health and safety: (f) proposed measures to, as far as practicable, ensure that dust arising from construction works (including earthworks and related activities) does not spread beyond the boundary of the work sites: (g) contact details of at least 2 persons or bodies who respond to emergencies and who— (i) are contactable 24 hours a day, 7 days a week, throughout the flood resilience works; and (ii) have authority to authorise immediate response actions: (h) a detailed process for detecting, investigating, and recording incidents: (i) details (including timing) of arrangements for reporting to the consent authority on the outcomes of, and compliance with, the CEMP: (j) protocols to ensure compliance with clause 36 of this schedule: (k) any certified ESCP (*see* clause 14(8)(b) of this schedule): (l) any tree protection methodology (see clause 30 of this schedule):	Schedule 2 - Altered	10	• Subclause (v) removed from Schedule 2 condition as no groundwater is assessed to be encountered during construction. • Replacement of clause (p) with reference to construction traffic management plan clause to pull in CTMP (proposed under a new condition, see below) into the CEMP. • Replacement of clause (o) with reference to construction noise and vibration management plan clause to pull in CNVMP (proposed alteration to noise and vibration condition) into the CEMP. • Landscaping plan removed – see reasoning for this in the landscaping plan condition below. • Ecological scoping survey removed – see reasoning for this in ecology conditions below. • Edit to refer to final ecological management plan (see alterations to ecology conditions below).

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(m) how potential adverse effects of flood resilience works in or adjacent to a river, a wetland, or the CMA will be managed: (n) how potential adverse effects of flood resilience works in natural hazard areas will be managed: ~~(o) how potential adverse effects of noise and vibration generated by the flood resilience works will be managed:~~ **(p) the final construction noise and vibration management plan prepared under condition xxx;** ~~(q) how potential adverse effects of construction traffic on the safe and efficient operation of the surrounding road network will be managed:~~ **(r) the final construction traffic management plan prepared under condition xx;** ~~(s) the landscaping plan (if any) prepared under clause 24 of this schedule:~~ ~~(t) the ecological scoping survey (if any) prepared under clause 27 of this schedule:~~ (u) the **final** ecology management plan ~~(if any)~~ prepared under clause 28 of this schedule: (v) methods for responding to queries and complaints: (w) procedures for amending the CEMP under clause 11 of this schedule: ~~(x) if the consent holder proposes to carry out dewatering, procedures prepared by a suitably qualified and experienced professional for managing dewatering (including avoiding or minimising effects on adjacent buildings), groundwater takes, and diversions and discharges to land or water (including the CMA).~~			
11	**Developing and amending CEMP** (1) At least 10 working days before submitting a proposed CEMP, or any proposed amendment to a CEMP under subclause (5), to the consent authority, the consent holder must— (a) invite the stakeholder advisory group to comment on the proposed CEMP or the proposed amendment; and (b) advise the stakeholder advisory group that any comments received within 10 working days after the date of the invitation will be taken into account by the consent holder. (2) The consent holder must take into account any comments on the proposed CEMP or the proposed amendment received from the stakeholder advisory group, unless the comments were not received within 10 working days after the date on which the consent holder invited the stakeholder advisory group to comment. (3) The consent holder must not begin the flood resilience works before— (a) the consent holder has submitted the proposed CEMP for the flood resilience works to the consent authority; and (b) the consent authority has certified that the proposed CEMP— (i) meets its purpose (see clause 10(2) of this schedule); and (ii) contains all the required information (see clause 10(4) of this schedule). (4) The consent holder must act in accordance with a certified CEMP for the duration of the flood resilience works. (5) The consent holder must amend a CEMP if amendment is necessary to reflect any changes in design, construction methods, maintenance and operations methods, or procedures for managing potential adverse effects throughout the construction phase of the flood resilience works.	Schedule 2	11	N/A

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(6) Within 10 working days after amending the CEMP, the consent holder must submit a copy of the amended CEMP (indicating the amendments) to the consent authority. (7) An amended CEMP is not a certified CEMP until the consent authority has certified that the amended CEMP— (a) meets its purpose; and (b) contains all the required information.			
Earthworks				
12	**Earthworks principles** (1) The consent holder must carry out all works in a manner that— (a) is consistent with the fundamental principles of erosion and sediment control set out in Section A2.0 of the Erosion and Sediment Control Guide; and (b) does not lead to any uncontrolled instability or collapse affecting the work site or neighbouring properties; and (c) minimises the volume, area, and duration of the proposed earthworks required through methodologies, including the design of batter slopes, appropriate to expected soil types and geology; and (d) maximises the effectiveness of erosion and sediment control measures associated with earthworks; and (e) avoids if practicable, or minimises so far as practicable, adverse effects on freshwater and marine water environments within or beyond the boundary of the work site, with particular regard to reducing opportunities for the earthworks to generate sediment; and (f) minimises the generation and discharge of sediment beyond the boundary of the work site; and (g) avoids adverse effects on values associated with any AUP overlay; and (h) avoids adverse effects on cultural values; and (i) progressively stabilises earthworks areas in accordance with a certified ESCP. (2) The consent holder must, as far as practicable, ensure that earthworks are carried out in accordance with the ecology principles.	Schedule 2	12	N/A
13	**Erosion and Sediment Control Manager and staff** (1) The consent holder must appoint a suitably qualified and experienced person as the Erosion and Sediment Control Manager for the duration of the flood resilience works. (2) The role of the Erosion and Sediment Control Manager is to— (a) ensure compliance with the CEMP and ESCP; and (b) liaise with the consent authority in respect of the implementation of the ESCP, including in respect of any incident relating to erosion and sediment control. (3) An Erosion and Sediment Control Manager appointed under this clause may perform the same role in relation to any flood resilience works at the other location specified in clause 6(3) if the relevant consent holder considers it appropriate. (4) The consent holder must also appoint suitably qualified and experienced staff to assist in erosion and sediment control, including— (a) managing the operation, maintenance, and monitoring of erosion and sediment control devices; and (b) supervising the installation and decommissioning of those devices and associated equipment and arrangements.	Schedule 2	13	N/A

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
14	**Erosion and sediment control plan** (1) The consent holder must engage a suitably qualified and experienced person to prepare 1 or more erosion and sediment control plans for the earthworks to identify how the earthworks principles will be applied. (2) An ESCP must specify the following matters: *General* (a) how the earthworks will be carried out in accordance with the ecology principles: (b) structural and non-structural erosion and sediment control measures (including chemical treatment where necessary) to be in place before and during all construction works, including earthworks, coastal works, and works within watercourses: (c) key environmental risks, particularly in relation to topography, soil type and form, and the receiving environment, including proximity to any sensitive receivers (for example, rivers): (d) procedures for ensuring advance warning of a rainfall event: (e) procedures for decommissioning the erosion and sediment control measures: (f) procedures for determining the staging and sequencing of earthworks: (g) methods adopted for the purpose of reducing erosion and sediment generation and loss: (h) procedures for progressively stabilising— (i) any areas where earthworks will occur; and (ii) any bed or banks of a river, a wetland, or the CMA that will be disturbed by the earthworks: (i) methods for stabilising the following after the completion of the works, to reduce sediment loss and erosion: (i) any excavated area; and (ii) any bed or banks of a river, a wetland, or the CMA that has been disturbed by the earthworks: (j) details of maintenance, including actions and frequency: (k) supporting information about the size of erosion and sediment control devices: (l) methods for amending and updating the ESCP as required: *Erosion and Sediment Control Manager and staff* (m) the name and contact details of the Erosion and Sediment Control Manager: (n) the names and contact details of other staff appointed to assist with the management of erosion and sediment control (see clause 13(4) of this schedule): *Incident management* (o) the process for detecting, investigating, and recording, and for notifying the consent authority of, incidents that result in the discharge of contaminants or material into any river or wetland, or the CMA, due to the structural failure of any erosion and sediment control measures: (p) proposed measures for remedying the adverse effects of a discharge described in paragraph (o): *Monitoring*	Schedule 2	14	N/A

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(q) procedures for— (i) analysis of trends in erosion and sediment control effectiveness and performance; and (ii) amendments to any ESCP resulting from the activities under subparagraph (i): *Reporting to consent authority* (r) details (including timing) of reporting to the consent authority on the outcomes of, and compliance with, the ESCP. (3) The level of detail and the measures proposed in the ESCP must correspond to the nature and scale of the relevant earthworks. (4) The ESCP must include a site-specific risk-based approach that allows for the Erosion and Sediment Control Manager to determine the level of information and design that must be provided for specific activities. (5) The ESCP must be consistent with the Erosion and Sediment Control Guide. (6) The consent holder must implement an ESCP for the duration of the flood resilience works. (7) The consent holder must, for the duration of the flood resilience works,— (a) keep an ESCP; and (b) make it readily available to the consent authority. (8) The consent holder must not begin earthworks before— (a) the consent holder has submitted an ESCP for the earthworks to the consent authority; and (b) the consent authority has certified that the ESCP meets the requirements of subclauses (2) to (5); and (c) a suitably qualified and experienced person has certified that erosion and sediment control measures for the earthworks are— (i) in place; and (ii) consistent with the certified ESCP and the Erosion and Sediment Control Guide.			
15	**Failure of erosion and sediment control measure** If the failure of an erosion and sediment control measure during flood resilience works results in an uncontrolled release of sediment to surface water of the CMA, the consent holder must— (a) immediately stop the flood resilience works; and (b) so far as practicable, remedy the adverse effects of the uncontrolled release; and (c) so far as it is not practicable to remedy the adverse effects of the uncontrolled release, ensure that those adverse effects are mitigated so far as practicable; and (d) before restarting the flood resilience works, carry out works to prevent any recurrence of the failure.	Schedule 2	15	N/A
16	**Dust management** The consent holder must, so far as practicable, ensure that dust arising from construction works (including earthworks and related activities) does not spread beyond the boundary of the work sites.	Schedule 2	16	N/A
17	**Works on contaminated land** (1) This clause applies if the consent holder undertakes earthworks, or any other works that disturb soil, on contaminated land. (2) The consent holder must ensure that any soil and other materials that are removed from the site and identified as being contaminated are taken to a facility legally authorised to receive soil and materials of that kind.	Schedule 2	17	N/A

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(3) The consent holder must take all practicable measures to— (a) prevent the discharge of soil and stormwater from contaminated land to any 1 or more of the following: (i) rivers: (ii) wetlands: (iii) the CMA; and (b) maintain the integrity of any structure designed to contain contaminated soil or other contaminated materials; and (c) replace the soil to an erosion-resistant state at the completion of the earthworks or other works. (4) The consent holder must, within 3 months of the completion of the earthworks or other works, provide a report (the **works completion report**) to the consent authority that contains the following: (a) a summary of the works undertaken, including the locations and dimensions of excavations and the volume of soil excavated: (b) a description of the condition of the site following the completion of the works, including details and results of any testing undertaken to confirm whether any contaminated soil or other contaminated material remains at the site: (c) details and results of any other contamination testing undertaken during the works (including any sampling undertaken on materials reused on site or imported to the site): (d) records or evidence, or both, of the volumes and disposal locations for any material containing elevated levels of contaminants removed from the site: (e) if any unexpected contamination was encountered during the works, records of the unexpected contamination encountered and the actions taken in response: (f) details of any ongoing monitoring or management measures, or both, required to minimise risks to human health or the environment as a result of any contaminated soil or other contaminated material that remains at the site: (g) details of any complaints, health and safety incidents related to contamination, or contingency events during the works: (h) a statement— (i) certifying that all works have been carried out in accordance with the requirements of the consent; or (ii) providing details of relevant approved variations or breaches. (5) The works completion report must be prepared— (a) by a suitably qualified and experienced person; and (b) in accordance with the Contaminated Land Management Guidelines.			
18	**Slope instability** **(1) Earthworks in the vicinity of the proposed chambers must meet a:** **(a) Factor of safety of 1.5 for normal groundwater conditions;** **(b) Factor of safety of 1.3 for the worst credible groundwater condition; and** **(c) Factor of safety of 1.0 for the pseudo-static seismic loading using ultimate limit state peak ground acceleration.** ***Advice note: Target factors of safety are outlined in Chapter 2 of the Auckland Code of Practice for Land Development and Subdivision, Version 2, dated May 2023***	New	-	• Proposed condition to mitigate slope stability risk identified in the Geotechnical Assessment Report prepared by Tonkin & Taylor Ltd. Refer Section 7.10.2.1 of the AEE.

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
Rivers and wetlands				
19	**Works and structures in beds of rivers and wetlands** (1) This clause and clause 19 of this schedule apply to all flood resilience works carried out in, or adjacent to, the bed of a river or wetland. (2) The consent holder must ensure that flood resilience works are, so far as practicable, carried out in accordance with— (a) an applicable ESCP; and (b) the ecology principles; and (c) the earthworks principles; and (d) any guidance provided under clause 4(3)(b) of this schedule (see clause 5 of this schedule) relating to relevant cultural indicators. (3) Flood resilience works that might affect fish passage in a river or wetland must, so far as practicable, be carried out outside peak times for migration and spawning of species of fish identified **in the application**~~, in the ecological scoping survey conducted under clause 27 of this schedule,~~ as being present in the river or wetland. (4) Permanent works in or adjacent to the bed of a river or wetland that are completed as a part of the construction phase of the flood resilience works (for example, sediment and debris removal, bank protection, and capacity increase) must— (a) be designed and installed in a way that is, so far as practicable, consistent with the ecology principles; and (b) be designed with regard to any identified landscape and cultural values; and (c) provide for ongoing fish passage in the river or wetland ~~(subject to clause 19(2))~~; and (d) manage stream loss in accordance with the effects management hierarchy; and (e) provide for the maintenance of the river or wetland for flood management purposes. ~~(5) The design of a permanent culvert or component of a bridge in the bed of a river or wetland must—~~ ~~(a) allow for the relevant design flood flow event; and~~ ~~(b) be designed to withstand a 1% AEP flood event, unless it is demonstrated in the application for the consent that there will be an overall improvement in flood levels; and~~ ~~(c) address the risks of non-performance (including blockage), taking into account the risk of the flow of soil or debris.~~ ~~(6) A permanent culvert or component of a bridge in the bed of a river or wetland must be finished—~~ ~~(a) in a recessive colour; or~~ ~~(b) as otherwise agreed between the consent holder and the owner of the permanent culvert or component of the bridge.~~ ~~(7) A permanent spillway or weir must ensure that—~~ ~~(a) a secondary flow path is available in the event of a blockage of the river or wetland; and~~ ~~(b) discharge from the secondary flow path does not exacerbate flooding of neighbouring or downstream properties.~~ (8) All flood resilience works and structures in, or adjacent to, rivers or wetlands must, so far as practicable, incorporate energy dissipation measures and erosion and sediment control measures (for example, revegetation of worked sites) to minimise bed scouring and bank erosion in receiving environments.	Schedule 2 – Altered	18	• Subclauses 5, 6 and 9 removed as there are no permanent culverts or bridges proposed in the stream (the bridge is located in the CMA and subject to those conditions). • Subclause 7 removed as there are no permanent spillways or weirs proposed. • Link to clause 19(2) removed as removed from that clause (see below).

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	~~(9) Within 20 working days following completion of any permanent structure in the bed of a river or wetland, the consent holder must provide to the consent authority—~~ ~~(a) final as-built drawings of the permanent structure; and~~ ~~(b) a certificate obtained from a suitably qualified and experienced engineer stating that the permanent structure is capable of withstanding a 1% AEP flood event.~~ (10) In this clause, AEP means the annual exceedance probability, which is the chance of a flood of a given size (or larger) occurring in any one year, usually expressed as a percentage.			
20	**Further requirements at rivers and wetlands** (1) This clause applies if clause 18 of this schedule applies. ~~(2) Despite clause 18(4)(c) of this schedule, fish passage need not be provided and maintained on all permanent culverts if the Project Ecologist decides, after considering all relevant matters within their expertise, that it is unnecessary.~~ ~~(3) Instead, the consent holder must provide the consent authority with appropriate data and reasons (supported by relevant design drawings) for not complying with clause 18(4)(c) of this schedule.~~ (4) For the purposes of clause 18 of this schedule, the consent holder must, at least 10 working days before starting permanent works within a river or wetland, provide to the consent authority— (a) design drawings for the **permanent stream works** ~~permanent culverts (including fish passage), bridges, and permanent stream diversions~~; and (b) a statement of how the design of ~~those permanent culverts, bridges, and permanent~~ stream works ~~diversions~~ comply~~ies~~ with clause 18 of this schedule. (5) The consent holder must not start permanent works within a river or wetland before the consent authority has certified— (a) that, based on the design drawings and the statement provided under subclause (4), the design of ~~permanent culverts, bridges, and~~ permanent stream **works** ~~diversions~~ comply~~ies~~ with clause 18 of this schedule~~; or~~ ~~(b) that—~~ ~~(i) the data and reasons provided under subclause (3) justify non-compliance with clause 18(4)(c) of this schedule; and~~ ~~(ii) , based on the design drawings and the statement provided under subclause (4), the design of permanent culverts, bridges, and permanent stream diversions otherwise complies with clause 18 of this schedule.~~ (6) All permanent works in the bed of a river or wetland must be carried out in accordance with the design drawings to which a certification by the consent authority under subclause (5) relates. (7) The consent holder must ensure that any machinery or equipment used in the activities authorised by the consent is not stored in or on the bed or banks of the river or wetland. (8) The consent holder must ensure all of the following. (a) no machinery leaking fuel, lubricants, hydraulic fluids, or solvents is operated within or near a river or wetland in circumstances where run-off might enter water: (b) no vehicles, machinery, or equipment is refuelled within the bed of a river or wetland or in any other location where spills might enter water: (c) the storage of fuel or contaminants adjacent to a river or wetland does not result in any fuel or contaminants entering water: (d) other fuels and lubricants are not released into water:	Schedule 2 – Altered	19	• Subclause (2) and (3) removed as no permanent structures proposed in the stream. Subclause (5)(b) removed as it links to subclause (2). • Subclause (4) and (5) edited to remove structures / diversions that are not proposed (noting the channel realignment and structures are located in the CMA and covered by the coastal conditions) and instead refer to stream works to capture stream works activities.

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(e) the Ministry for Primary Industries' requirements and clean dry protocols relating to freshwater pests are followed in relation to all equipment: (f) machinery is operated in a way that minimises the transfer of organisms or pest plants from one catchment to another: (g) the use of wet concrete is avoided in flowing water. (9) The consent holder, on becoming aware that any contaminant has been discharged into a river or wetland in a way that contravenes the conditions of the resource consent, must immediately— (a) take all necessary steps to stop or contain the discharge; and (b) notify the Manager Environmental Monitoring; and (c) take all practicable steps to remedy or mitigate any ongoing adverse effects of the discharge on the environment. (10) The consent holder must take the actions set out in subclause (11) in relation to construction material, demolition material, and any materials from repair and maintenance activities that are— (a) authorised by the consent; and (b) no longer required as part of the construction works. (11) The consent holder must ensure that the materials are— (a) removed on completion of the construction works; and (b) reused, repurposed, or disposed of in an appropriate manner and in a place where they will not affect any 1 or more of the following: (i) surface water levels: (ii) rivers: (iii) wetlands: (iv) the CMA. (12) The consent holder must comply with all notices and guidelines issued by Biosecurity New Zealand that relate to the ongoing prevention of the spread of freshwater pests.			
21	**Bed and bank erosion risk** **(1) Following completion of the flood resilience works and after the first flood event of at least a 50-year Annual Recurrence Interval the, consent holder must:** **(a) engage a suitably qualified and experienced person; and** **(b) undertake an assessment at Pacific Steel Reserve (PT LOT 2 DP 178554) in order to determine whether there has been, or there is an ongoing risk of adverse bed and bank erosion that could be attributed to the flood resilience works, and if so, to identify any appropriate mitigation.** **(2) Within 60 working days of the flood event being classified as being a 50-year Annual Recurrence Interval, the consent holder must submit a report prepared by a suitably qualified and experienced person to the consent authority for information which includes:** **(a) the findings of the assessment set out in condition (X);** **(b) any recommended mitigation, if the assessment indicates whether there has been, or there is an ongoing risk of adverse bed and bank erosion; and** **timeframes for the consent holder to implement any recommended mitigation in condition (X)(b).**	New	-	• New condition proposed based on the recommendation in the Coastal and Fluvial Geomorphic Effects Assessment for the project.

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
Coastal structures and works				
22	**Coastal structures and works** (1) This clause and clause 22 of this schedule apply to all flood resilience works carried out in, or on land adjacent to, the CMA. (2) All flood resilience works in the CMA and on land adjacent to the CMA must be carried out in accordance with an ESCP prepared in accordance with clause 14 of this schedule. (3) Permanent structures (for example, seawalls, rock revetments, or groynes) in the CMA and on land adjacent to the CMA must— (a) be designed— (i) with regard to any guidance provided in accordance with clause 4(3)(b) of this schedule, the ecology principles, and any identified cultural values; and (ii) to cater for coastal processes; and (b) incorporate measures to address the effects of climate change and sea level rise; and (c) be finished— (i) in a recessive colour; or (ii) as otherwise agreed between the consent holder and the owner of the permanent structure. (4) The consent holder must maintain any construction site in good order and remedy, so far as practicable, any damage to and disturbance of the foreshore or seabed caused by plant and equipment during construction. (5) Within 20 working days following completion of any permanent structure in the CMA or on land adjacent to the CMA, the consent holder must provide to the consent authority— (a) final as-built drawings of the permanent structure; and (b) a certificate obtained from a suitably qualified and experienced engineer stating that the permanent structure meets the requirements of subclause (3). (6) The structures permitted to occupy part of the CMA by the consent must be maintained in good and sound condition, and any repairs and reinstatement that are necessary must be made as soon as practicable after the issue is identified. (7) In this clause, **land adjacent to the CMA** means the area of land subject to storm surge and wave run-up, including climate change effects for the relevant design life for structures on the area of land, having regard to the Climate Change Scenarios Guideline Document. (8) The consent holder must dispose of all waste material, including dredge spoil and mangroves, in an appropriately licensed facility, unless otherwise authorised by the consent authority.	Schedule 2	21	N/A
23	**Further requirements in CMA** (1) This clause applies if clause 21 of this schedule applies. (2) All vehicles and equipment entering the CMA associated with the exercise of the consent must be in a good state of repair and free of any fuel or oil leaks. (3) No machinery may be left within the intertidal zone during high-tide periods in a position where it could come into contact with coastal water. (4) The consent holder must ensure that an oil spill response kit is held on site, by the person who is to carry out the work, during the period of construction, repair, or maintenance works.	Schedule 2	22	N/A

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(5) Fuelling and maintenance of plant and equipment used during any construction, repair, or maintenance works must not be carried out in the CMA or in any other location near the site where fuel or oil could enter the CMA. (6) The consent holder must, on becoming aware that any contaminant associated with the consent holder's operations has escaped otherwise than in accordance with the consent,— (a) immediately take any action or carry out any work that may be necessary to stop or contain the escape; and (b) immediately notify— (i) the Manager Environmental Monitoring; and (ii) the Department of Conservation, if there is an imminent risk from the escape of contaminant of adverse effects on any at-risk or threatened species, or on any marine mammals; and (c) take all reasonable steps, having regard to the purpose of the RMA (see section 5 of that Act), to remedy or mitigate any adverse effects on the environment resulting from the escape.			
Construction noise and vibration				
24	**Control of construction noise and vibration** (1) The consent holder must ensure that noise from construction, maintenance, and demolition work complies, so far as practicable, with the long-term duration limits set out in Table 2 and Table 3 of NZS 6803:1999. ~~(2) The consent holder must take all practicable steps to reduce levels of noise and vibration from plant and equipment operating on site during construction.~~ **(3) The consent holder must prepare and implement a final construction noise and vibration management plan (CNVMP) in general accordance with the *Harania Flood Resilience Works – Tennessee Bridge Construction Noise and Vibration Management Plan*, prepared by Tonkin & Taylor Ltd, dated October 2024. The objective of the CNVMP is to manage potential adverse noise and vibration effects associated with construction of the flood resilience works.**	Schedule 2 – Altered	23	• Replace all practicable steps to finalise and implement the CNVMP submitted with the application. • Certification of CNVMP will be through the CEMP (CEMP condition updated to include CNVMP).
Transport				
25	**Construction Traffic Management Plan** **(1) The consent holder must prepare and implement a final construction traffic management plan (CTMP) in general accordance with *Healthy Waters - Harania Flood Resilience Works – Tennessee Bridge Draft Construction Traffic Management Plan*, prepared by Tonkin & Taylor Ltd, dated October 2024. The objective of the CTMP is to manage potential adverse traffic effects associated with construction of the flood resilience works.**	New	-	• New condition proposed to manage construction traffic effects based on recommendation in the Integrated Transport Assessment (ITA) for the project. • Certification will be through the CEMP (CEMP condition updated to include CTMP).
26	**Pavement Condition Assessment** **(1) Prior to the commencement of the flood resilience works authorised by this resource consent, the consent holder must submit a Pavement Condition Assessment (PCA) report including photographs to the consent authority for information. The purpose of the PCA is to document the pre-construction road pavement condition and shall be based on a visual inspection of the road pavements at the following locations:**	New	-	• New condition proposed following initial feedback from Auckland Transport regarding damage to local roads from construction traffic.

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(c) Vine Street (between Massey Road and Blake Road). (d) Blake Road (between Vine Street and the Blake Road Reserve access road). (e) Wickham Way (between Buckland Road and Garus Avenue). (f) Garus Avenue (between Wickham Way and Archboyd Avenue). (g) Archboyd Avenue/Bicknell Road (between Garus Avenue and the site access opposite #41 Bicknell Road). (2) On completion of the flood resilience works, the consent holder must submit a PCA report to the consent authority for information. The purpose of the PCA is to document the post-construction road pavement condition and shall be based on a visual inspection. (3) If the PCA required by condition (2) identifies any damage to the road pavements specified in condition (1) and it is verified by a suitably qualified and experienced person as being directly attributable to heavy vehicles entering or exiting the construction sites, the consent holder shall be responsible for repairing that damage. The methodology and timeframe for completing the repair works is to be agreed with Auckland Transport. (4) The PCA must be prepared by a suitably qualified and experienced person in transport engineering.			
Landscaping				
	~~Landscaping plan~~ ~~(1) The consent holder must prepare and implement a landscaping plan to avoid, remedy, or mitigate potential adverse effects of the proposed construction works on the following:~~ ~~(a) natural character:~~ ~~(b) landscape values:~~ ~~(c) visual amenity.~~ ~~(2) The landscaping plan must set out the measures that will be taken to, so far as practicable, avoid, remedy, or mitigate the potential adverse effects described in subclause (1).~~	Schedule 2	24	• A separate landscaping plan condition is proposed which includes the matters set out in this condition. Therefore it is proposed to delete this condition
27	Landscaping plan (1) The consent holder must prepare a landscaping plan within 6 months of the completion of the flood resilience works and provide this to the consent authority for certification. The objective of the landscaping plan is to avoid, remedy, or mitigate adverse effects of the flood resilience works on natural character, landscape values, visual amenity, arboricultural and ecological values. (2) The landscaping plan must be prepared in consultation with the Māori entity representatives, and be in general accordance with the *Healthy Waters – Harania Flood Resilience Work – Tennessee Bridge Planting Plan (Drawing No. BM230171D501, Rev C), prepared by Boffa Miskell* and must include the following information: (a) the species of replacement vegetation and trees to be planted; (b) the number of replacement trees to be planted; (c) the locations at which replacement vegetation and trees should be planted; and (d) maintenance requirements in relation to the replacement planting, including weed and pest control measures, and that all planting shall be maintained for five years following planting.	New	-	• New separate condition proposed based on the recommendations of the Landscape and Natural Character Effects Assessment. The proposed condition acknowledges the draft planting plan which has been prepared. • The Landscape and Natural Character Effects Assessment recommended that the landscaping plan be certified and require that planting be maintained for years.

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(3) **The consent holder must plant vegetation and trees as detailed in the landscaping plan during the first planting season that starts after the landscaping plan has been certified; and** (4) **In this clause, planting season means the period in any year that—** (a) **starts on 1 May; and** (b) **ends on 30 September.** ***Advice note: Where practicable, the procurement of plants shall come from the Makaurau Marae Nursery.***			
Ecology				
28	**Project Ecologist** (1) The consent holder must appoint a suitably qualified and experienced ecologist as the Project Ecologist for the duration of the flood resilience works. (2) The role of the Project Ecologist is to inform, in accordance with the ecology principles, the design, management, and monitoring of all construction works in relation to ecological effects and measures to avoid, remedy, or mitigate adverse ecological effects.	Schedule 2	25	N/A
29	**Ecology principles** (1) The consent holder must apply the ecology principles set out in subclause (2) in— (a) designing all aspects of the flood resilience works; and (b) carrying out all aspects of construction works. (2) The ecology principles are as follows: (a) to apply the effects management hierarchy to the following potential adverse effects: (i) permanent habitat loss (including in coastal, terrestrial, and freshwater habitats): (ii) loss of naturally uncommon and highly depleted ecosystem types, significant indigenous vegetation, significant habitats of indigenous fauna, and habitats for at-risk or threatened species and taonga species: (iii) habitat fragmentation or habitat barriers (including in coastal, terrestrial, and freshwater habitats): (iv) impacts on habitat connectivity (including coastal, terrestrial, and freshwater habitats): (v) impacts on at-risk or threatened species and taonga species: (vi) effects on water quality (including on kaimoana and mauri) from sediment: (vii) alteration of natural hydrology patterns, except as necessary to facilitate the flood resilience works: (viii) spread or establishment, or both, of pest plants or animals: (ix) impacts on habitats that play an important role in the life cycle and ecology of native species: (b) as far as practicable, to create safe habitats, especially for at-risk or threatened species and taonga species.	Schedule 2	26	N/A
	~~**Ecological survey and assessment**~~ ~~(1) The consent holder must ensure that the Project Ecologist—~~ ~~(a) prepares an ecological scoping survey before construction works begin; and~~ ~~(b) as soon as practicable after construction works are completed, prepares an ecological effects assessment.~~	Schedule 2 – Altered (deleted)	27	The ecology conditions included in Schedule 2 of the AC-OIC are predicated on the fact that resource consent applications for flood resilience works would progress ahead of ecological survey and site investigations.

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	~~(2) The purpose of the ecological scoping survey is to identify all ecological values relevant to applying the ecology principles to the places where construction works are to be carried out and adjoining land and adjacent rivers and wetlands (and the CMA, if relevant).~~ ~~(3) The ecological scoping survey must—~~ ~~(a) include classification and mapping of the following—~~ ~~(i) all ecosystem types, including naturally uncommon ecosystems:~~ ~~(ii) all at-risk or threatened species:~~ ~~(iii) all taonga species that may be significantly adversely affected during or as a result of construction works:~~ ~~(iv) significant wetland ecological values; and~~ ~~(b) identify—~~ ~~(i) any pest plants, animals, or pathogens that might spread or become established, having regard to the Auckland Regional Pest Management Plan 2020–2030; and~~ ~~(ii) any fish, bird nesting areas, bat or lizard habitats, or habitats of species protected under the Wildlife Act 1953; and~~ ~~(iii) any habitats that play an important role in the life cycle and ecology of native species.~~ ~~(4) The purpose of the ecological effects assessment is to assess the adverse effects the construction works have had on the ecological values identified by the ecological scoping survey.~~			As detailed in the Ecological Impact Assessment (EcIA) (Appendix D of the AEE) , fulsome ecological baseline investigations have been undertaken to inform the EcIA. It is considered that the EcIA has appropriately identified all the ecological values relevant to applying the ecology principles to the places where construction works are to be carried out and adjoining land and adjacent rivers, wetlands and the CMA. Further, the EcIA has appropriately assessed the potential adverse effects of the construction works on the ecological values identified in the EcIA. Therefore, it is not necessary to undertake further ecological survey and assessment over and above that provided in the application documentation, and these conditions are not required.
30	**Managing ecological loss** (1) The consent holder must ensure that the Project Ecologist prepares a~~n~~ **final** ecology management plan **(EMP) in general accordance with *Harania Flood Resilience Works – Tennessee Bridge Draft Ecological Management Plan*, prepared by Tonkin & Taylor Ltd, dated October 2024. The objective of the EMP is to manage potential adverse effects on ecological and biodiversity values of the works area associated with the flood resilience works.** ~~(2) The ecology management plan must include a plan for relocating native fish captured during the proposed construction works.~~ ~~(3) The purpose of the ecology management plan is to set out procedures to manage, in accordance with the effects management hierarchy, potential adverse ecological effects on—~~ ~~(a) the ecological values identified in the ecological scoping survey; and~~ ~~(b) nationally or regionally at-risk or threatened aquatic fauna that may be discovered at the work site.~~ (4) The consent holder must,— (a) at regular intervals throughout construction, record all measures taken under the ecology management plan; and (b) report to the stakeholder advisory group every 2 months— (i) the measures taken; and (ii) any recommendations made by the Project Ecologist, working with the Māori entity representatives, to change those measures. (5) The consent holder must implement and comply with the ecology management plan prepared under subclause (1) for the duration of the construction works. ~~(6) The consent holder must keep a record of any habitat identified in the ecological scoping survey prepared under clause 27 that is lost as a result of the construction works.~~	Schedule 2 – Altered	28	As noted above, the ecology conditions included in Schedule 2 of the AC-OIC are predicated on the fact that resource consent applications for flood resilience works would progress ahead of ecological survey, site investigations and assessment. The EcIA submitted with the application has appropriately assessed the potential adverse effects of the construction works and proposed measures to manage these effects, in accordance with the effects management hierarchy, through an ecological management plan. A Draft Ecological Management Plan (EMP) has been submitted with the application and includes the following sub plans: • Fish Management Plan • Avifauna Management Plan • Mokomoko (Lizard) Management Plan • Vegetation Management Plan. Based on the potential effects being well understood and the draft EMP being submitted with the application, the following alterations are proposed to the Schedule 2 condition text: • Subclause (1) has been altered to refer to draft EMP submitted with the application. • Subclause (2) and (3) deleted as the specific matters are addressed in the EcIA and draft EMP submitted with the application. • Subclause (6) not required as any impacts to habitat are already identified and recorded in the EcIA.

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	(7) Within 2 months after the construction works and any ecological mitigation works are both completed, or by such other time agreed between the consent holder and the stakeholder advisory group, the consent holder must provide the stakeholder advisory group with— ~~(a) a copy of the ecological effects assessment prepared under clause 27 of this schedule; and~~ (b) a report that describes the ecological mitigation works carried out by the consent holder.			• Subclause (7)(a) not required as EclA has been submitted with the application and an ecological effects assessment is no longer required under Clause 27.
Arboriculture				
31	**Project arborist** (1) The consent holder must appoint a suitably qualified and experienced arborist as the Project Arborist for the duration of the flood resilience works. (2) The role of the Project Arborist is to inform the design, management, and monitoring of all flood resilience works in relation to arboricultural effects, and measures to avoid, remedy, or mitigate adverse arboricultural effects.	Schedule 2	29	N/A
32	**Tree protection methodology** (1) The Project Arborist, in association with the wider project team, must develop a tree protection methodology to minimise adverse effects on protected trees to be retained within the works location. (2) The consent holder must implement and comply with the tree protection methodology.	Schedule 2	30	N/A
33	**Supervision of construction works near protected trees** (1) The Project Arborist must supervise any construction works carried out in close proximity to protected trees.	Schedule 2	31	N/A
	~~**Mitigating adverse effects of removal of protected trees**~~ ~~(1) This clause applies if the consent allows the consent holder to remove protected trees from the works location.~~ ~~(2) Before the consent holder removes any protected trees from the works location, the Project Arborist must make recommendations to the consent holder relating to the replacement of the protected trees that are to be removed with other trees.~~ ~~(3) If the Project Arborist recommends that replacement trees be planted, the consent holder must—~~ ~~(a) ensure that the Project Arborist prepares a planting plan within 6 months of the completion of the construction works; and~~ ~~(b) plant replacement trees—~~ ~~(i) during the first planting season that starts after the planting plan has been prepared; and~~ ~~(ii) in accordance with the recommendations made by the Project Arborist; and~~ ~~(iii) in consultation with the consent authority.~~ ~~(4) The planting plan must include the following information:~~ ~~(a) the species of replacement trees to be planted:~~ ~~(b) the number of replacement trees to be planted:~~ ~~(c) the locations at which replacement trees should be planted:~~ ~~(d) maintenance requirements in relation to the replacement trees.~~	Schedule 2	32	• A separate landscaping plan condition is proposed which includes the matters set out in this condition. Therefore it is proposed to delete this condition

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
	~~(5) In this clause, **planting season** means the period in any year that—~~ ~~(a) starts on 1 May; and~~ ~~(b) ends on 30 September.~~			
Discoveries				
34	**Discovery of at-risk or threatened aquatic fauna** (1) If a worker or any other person associated with flood resilience works discovers, at a work site, nationally or regionally at-risk or threatened aquatic fauna that require specialised handling and relocation (the **discovered aquatic fauna**), the consent holder must— (a) immediately notify the Project Ecologist of the discovery; and (b) as soon as it is safe to do so, stop any construction works that may adversely affect the discovered aquatic fauna and that may be safely stopped; and (c) comply with any directions given by the Project Ecologist in respect of the discovered aquatic fauna; and (d) implement the native fish capture relocation plan; and (e) if the relevant construction works are stopped, relocate the discovered aquatic fauna to a suitable habitat identified in the native fish capture relocation plan before restarting the works. (2) In this clause, **native fish capture relocation plan** means the plan for relocating native fish captured during proposed construction works that is ~~required to be~~ included in the ***Harania Flood Resilience Works – Tennessee Bridge Draft Ecological Management Plan*, prepared by Tonkin & Taylor Ltd, dated October 2024, and required to be included in the final** ecology management plan under clause 28(2) of this schedule.	Schedule 2 – Altered	35	• Clause (2) edited to reflect that draft EMP has been submitted with the application.
35	**Discovery of sensitive material** (1) If a worker or any other person associated with flood resilience works discovers any sensitive material on a work site, the consent holder must comply with the requirements of E12.6.1(3)(a) to (f) in Chapter E of the Auckland Unitary Plan. (2) In this clause, **sensitive material** means any of the following: (a) human remains: (b) an archaeological site: (c) a Māori cultural artefact: (d) a protected New Zealand object as defined in section 2(1) of the Protected Objects Act 1975: (e) evidence of contaminated land (such as discolouration, vapours, asbestos, separate phase hydrocarbons, landfill material, or a significant odour): (f) a lava cave greater than 1 metre in diameter on any axis.	Schedule 2	36	N/A
Charges				
36	**Monitoring charges** The consent holder must pay to the consent authority— (a) any charges fixed under section 36(1)(c) of the RMA for the carrying out by the consent authority of its functions in relation to the monitoring of the consent; and (b) any additional charge required by the consent authority under section 36(5) of the RMA to recover the actual and reasonable costs incurred by the authority in carrying out those functions.	Schedule 2	37	N/A

Condition number	Condition text	New / Schedule 2 / Altered	Schedule 2 Reference	Reasoning
37	**Review charges** If the consent authority reviews the conditions imposed under clause 16 on the consent, the consent holder must pay to the consent authority— (a) any charges fixed under section 36(1)(cb) of the RMA for the carrying out by the consent authority of any 1 or more of its functions in relation to reviewing the conditions of the consent; and (b) any additional charge required by the consent authority under section 36(5) of the RMA to recover the actual and reasonable costs incurred by the authority in carrying out those functions.	Schedule 2	38	N/A

Proposed Conditions – Clean

Table A-2: Proposed conditions

#	Condition text
Preliminary matters	
1	**Compliance with specified documents accompanying consent application** (1) The consent holder must carry out all activities included in the flood resilience works for which consent has been granted in accordance with applicable requirements in the following documents that were provided in the application for consent: *(a) [consent authority to complete]:* *(b) [consent authority to complete]:* *(c) [consent authority to complete]:* *(d) [consent authority to complete]:* (2) However, if there is a conflict between a condition imposed on the resource consent and a requirement in any document referred to in subclause (1), the imposed condition prevails.
2	**Duration of resource consent** (1) The period for which this resource consent has been granted is [*consent authority to insert period that is not more than 5 years]* after the date of commencement of the consent. (2) This resource consent lapses on *[consent authority to insert date that is no later than 2 years after date of commencement of consent].*
3	**Definitions** In this schedule,— **CEMP** means the construction environmental management plan required by condition 10 of this schedule **Climate Change Scenarios Guideline Document** means the Climate Change Scenarios: Guideline Document GD15, published by the Auckland Council in March 2024 **contaminated land** means land to which the Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 apply (see regulation 5(1) of those regulations) **Contaminated Land Management Guidelines** means the Contaminated land management guidelines No 1: Reporting on contaminated sites in New Zealand (Revised 2021), published by the Ministry for the Environment in June 2021 **cultural indicator** means an indicator of an identified cultural association in guidance referred to in condition 5 of this schedule **cultural monitors** means the cultural monitors appointed by relevant Māori entities under condition 4(3) of this schedule **earthworks principles** means the principles set out in condition 12 of this schedule **ecology principles** means the principles set out in condition 29 of this schedule **Erosion and Sediment Control Guide** means the Erosion and Sediment Control Guide for Land Disturbing Activities in the Auckland Region— (c) published by the Auckland Council in June 2016; and (d) incorporating the amendments made in October 2018

#	Condition text
	Erosion and Sediment Control Manager means the person appointed under condition 13(1) of this schedule **ESCP** means an erosion and sediment control plan prepared under condition 14 of this schedule **Manager Environmental Monitoring** means the person employed by the Auckland Council as the manager responsible for monitoring the conditions of resource consents **Māori entity representative** means a person appointed as a representative under condition 4 of this schedule **natural hazard area** means any land that is any 1 or more of the following: (a) a coastal erosion hazard area as defined in Chapter J of the Auckland Unitary Plan: (b) in the coastal storm inundation 1% annual exceedance probability (AEP) area as defined in Chapter J of the Auckland Unitary Plan: (c) in the coastal storm inundation 1% annual exceedance probability (AEP) plus 1 m sea level rise area as defined in Chapter J of the Auckland Unitary Plan: (d) in an area that would be inundated in a storm event of a scale that has a 1% or greater probability of occurring in one year: (e) an overland flow path as defined in Chapter J of the Auckland Unitary Plan: (f) land which may be subject to land instability as defined in Chapter J of the Auckland Unitary Plan **NZS 6803:1999** means New Zealand Standard 6803:1999: Acoustics—Construction noise, published by Standards New Zealand on 8 February 2000 **Project Arborist** means a suitably qualified and experienced arborist appointed by the consent holder **Project Ecologist** means a suitably qualified and experienced ecologist appointed by the consent holder **Project Engagement Lead** means the person appointed under condition 8(1) of this schedule **works location**, in relation to a resource consent for flood resilience works, means the location specified in clause 6(3) to which the resource consent relates.
Engagement and communications	
4	**Māori entity representatives** (1) The consent holder must invite each relevant Māori entity to appoint a representative to perform, with the representatives appointed by all other relevant Māori entities, the Māori entity representative's role and responsibilities set out in this schedule in relation to the flood resilience works for which the consent has been granted. (2) The consent holder must issue the invitations at least 20 days before the flood resilience works begin. (3) The relevant Māori entities may appoint a team of cultural monitors to— (a) support the Māori entity representatives; and (b) provide the consent holder with on-site guidance to enable effective management of impacts on cultural values. (4) The consent holder must develop terms of reference for the role and responsibilities of the Māori entity representatives, including in relation to the following matters: (a) the scope of the representatives' role and responsibilities: (b) time frames for decisions, advice, and actions:

#	Condition text
	(c) support for the representatives: (d) remuneration for the representatives. (5) In developing the terms of reference, the consent holder must— (a) convene discussions with all relevant Māori entities; and (b) use its best endeavours to achieve consensus on all matters. (6) If consensus on all matters is not achieved, the remaining matters must be determined— (a) by a majority vote; or (b) if votes are tied, by the casting vote of the consent holder.
5	**Guidance on cultural indicators** (1) The guidance provided under condition 4(3)(b) of this schedule may focus on indicators covering all identified traditional associations,— (a) including mahinga kai, cultural stream health, wāhi tapu, wāhi tūpuna, protocols, and heritage; and (b) derived from identified cultural values and any cultural assessment conducted by the cultural monitors. (2) The consent holder must, in preparing all plans required by these conditions,— (a) take all applicable cultural indicators into account; and (b) report to the Māori entity representatives how those indicators have been taken into account.
6	**Stakeholder advisory group** (1) The representatives appointed under subclauses (2) and (4) and the Māori entity representatives form the **stakeholder advisory group.** (2) The consent holder must invite the following persons to appoint representatives to be members of the stakeholder advisory group: (a) the owners and occupiers of land on which the flood resilience works are carried out and all adjoining land: (b) all persons who made comments under clause 14: (c) all network utility operators with network infrastructure or other facilities on the land on which the flood resilience works are carried out or any adjoining land: (d) the Manager Environmental Monitoring: (e) Heritage New Zealand Pouhere Taonga: (f) the Department of Conservation: (g) the Māori entity representatives.. (3) The consent holder must issue the invitations at least 20 days before the flood resilience works begin. (4) After the flood resilience works begin, the consent holder may invite further persons or bodies to appoint representatives to the stakeholder advisory group. (5) Each representative appointed must be authorised by the person or body appointing them to make decisions on behalf of the person or body in the consultations taking place in relation to the flood resilience works. (6) The consent holder must develop terms of reference for the role of the stakeholder advisory group, including in relation to the following: (a) frequency of meetings: (b) processes and methods for the performance of the group's role. (7) In developing the terms of reference, the consent holder must—

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	(a) convene discussions with all members of the group; and (b) use its best endeavours to achieve consensus on all matters at the group's first meeting. (8) If consensus on all matters is not achieved at the first meeting, the remaining matters must be determined— (a) by a majority vote; or (b) if votes are tied, by the casting vote of the consent holder.
7	**Operation of stakeholder advisory group** (1) The role of the stakeholder advisory group is to inform and advise the consent holder about managing and monitoring the flood resilience works. (2) The consent holder must— (a) record all information and advice provided by the stakeholder advisory group; and (b) report to the group how the information and advice have been taken into account in the carrying out of the flood resilience works.
8	**Project Engagement Lead** (1) The consent holder must appoint a person as Project Engagement Lead to act as the consent holder's main point of contact with— (a) the Māori entity representatives; and (b) the stakeholder advisory group. (2) The consent holder must ensure that the Project Engagement Lead is reasonably available to perform their role under this condition. (3) The consent holder must also ensure that the contact details of the Project Engagement Lead are posted on an internet site maintained by or on behalf of the consent holder.
9	**Communication plan** (1) The consent holder must develop and implement a communications plan for the duration of construction works. (2) The communications plan must contain detailed processes for communications, throughout the construction works, with the following: (a) the general public: (b) local residents and businesses: (c) the Māori entity representatives: (d) the persons and bodies represented by the stakeholder advisory group: (e) all other persons potentially affected by the construction works. (3) The communications plan must include the following: (a) a description of the flood resilience works or details of, or a link to, an internet site maintained by or on behalf of the consent holder that describes the flood resilience works: (b) the contact details of the Project Engagement Lead: (c) a list of all persons and bodies who will be communicated with under the plan: (d) how any comments or concerns about the construction works should be communicated by those persons and bodies: (e) details of proposed communication activities by the Project Engagement Lead, including notifications and other communications with any persons and bodies referred to in paragraph (c):

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	(f) information about when the communications plan will be reviewed (and amended, if necessary). (4) The consent holder must provide to the Manager Environmental Monitoring— (a) the initial communications plan at least 20 working days before construction works begin; and (b) any amended plan, as soon as practicable after the amendment.
Construction environmental management plan	
10	**Construction environmental management plan** (1) The consent holder must engage a suitably qualified and experienced person to prepare a construction environmental management plan for the flood resilience works. (2) The purpose of the CEMP is to set out the practices and procedures to be adopted to ensure compliance with the conditions of the consent and to outline all measures to avoid, remedy, or mitigate potential adverse effects associated with the proposed flood resilience works. (3) The level of detail and the measures proposed in the CEMP must correspond with the nature and scale of the flood resilience works. (4) The CEMP must include the following information: (a) the roles and responsibilities of construction management staff, including the Erosion and Sediment Control Manager: (b) a description of the training and education programme for workers that will be implemented to ensure compliance with the conditions imposed on the resource consent: (c) procedures for— (i) obtaining guidance on cultural indicators provided by cultural monitors; and (ii) reporting to the Māori entity representatives under condition 5(2)(b) of this schedule: (d) indicative timing of all stages of the flood resilience works: (e) procedures for managing public health and safety: (f) proposed measures to, as far as practicable, ensure that dust arising from construction works (including earthworks and related activities) does not spread beyond the boundary of the work sites: (g) contact details of at least 2 persons or bodies who respond to emergencies and who— (i) are contactable 24 hours a day, 7 days a week, throughout the flood resilience works; and (ii) have authority to authorise immediate response actions: (h) a detailed process for detecting, investigating, and recording incidents: (i) details (including timing) of arrangements for reporting to the consent authority on the outcomes of, and compliance with, the CEMP: (j) protocols to ensure compliance with condition 35 of this schedule: (k) any certified ESCP (*see* condition 14(8)(b) of this schedule): (l) any tree protection methodology (see condition 32 of this schedule): (m) how potential adverse effects of flood resilience works in or adjacent to a river, a wetland, or the CMA will be managed:

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	(n) how potential adverse effects of flood resilience works in natural hazard areas will be managed: (o) the final construction noise and vibration management plan prepared under condition 24; (p) the final construction traffic management plan prepared under condition 25; (q) the final ecology management plan prepared under condition 30 of this schedule: (r) methods for responding to queries and complaints: (s) procedures for amending the CEMP under condition 11 of this schedule:
11	**Developing and amending CEMP** (1) At least 10 working days before submitting a proposed CEMP, or any proposed amendment to a CEMP under subclause (5), to the consent authority, the consent holder must— (a) invite the stakeholder advisory group to comment on the proposed CEMP or the proposed amendment; and (b) advise the stakeholder advisory group that any comments received within 10 working days after the date of the invitation will be taken into account by the consent holder. (2) The consent holder must take into account any comments on the proposed CEMP or the proposed amendment received from the stakeholder advisory group, unless the comments were not received within 10 working days after the date on which the consent holder invited the stakeholder advisory group to comment. (3) The consent holder must not begin the flood resilience works before— (a) the consent holder has submitted the proposed CEMP for the flood resilience works to the consent authority; and (b) the consent authority has certified that the proposed CEMP— (i) meets its purpose (see condition 10(2) of this schedule); and (ii) contains all the required information (see condition 10(4) of this schedule). (4) The consent holder must act in accordance with a certified CEMP for the duration of the flood resilience works. (5) The consent holder must amend a CEMP if amendment is necessary to reflect any changes in design, construction methods, maintenance and operations methods, or procedures for managing potential adverse effects throughout the construction phase of the flood resilience works. (6) Within 10 working days after amending the CEMP, the consent holder must submit a copy of the amended CEMP (indicating the amendments) to the consent authority. (7) An amended CEMP is not a certified CEMP until the consent authority has certified that the amended CEMP— (a) meets its purpose; and (b) contains all the required information.
Earthworks	
12	**Earthworks principles** (1) The consent holder must carry out all works in a manner that— (a) is consistent with the fundamental principles of erosion and sediment control set out in Section A2.0 of the Erosion and Sediment Control Guide; and

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	(b) does not lead to any uncontrolled instability or collapse affecting the work site or neighbouring properties; and (c) minimises the volume, area, and duration of the proposed earthworks required through methodologies, including the design of batter slopes, appropriate to expected soil types and geology; and (d) maximises the effectiveness of erosion and sediment control measures associated with earthworks; and (e) avoids if practicable, or minimises so far as practicable, adverse effects on freshwater and marine water environments within or beyond the boundary of the work site, with particular regard to reducing opportunities for the earthworks to generate sediment; and (f) minimises the generation and discharge of sediment beyond the boundary of the work site; and (g) avoids adverse effects on values associated with any AUP overlay; and (h) avoids adverse effects on cultural values; and (i) progressively stabilises earthworks areas in accordance with a certified ESCP. (2) The consent holder must, as far as practicable, ensure that earthworks are carried out in accordance with the ecology principles.
13	**Erosion and Sediment Control Manager and staff** (1) The consent holder must appoint a suitably qualified and experienced person as the Erosion and Sediment Control Manager for the duration of the flood resilience works. (2) The role of the Erosion and Sediment Control Manager is to— (a) ensure compliance with the CEMP and ESCP; and (b) liaise with the consent authority in respect of the implementation of the ESCP, including in respect of any incident relating to erosion and sediment control. (3) An Erosion and Sediment Control Manager appointed under this condition may perform the same role in relation to any flood resilience works at the other location specified in clause 6(3) if the relevant consent holder considers it appropriate. (4) The consent holder must also appoint suitably qualified and experienced staff to assist in erosion and sediment control, including— (a) managing the operation, maintenance, and monitoring of erosion and sediment control devices; and (b) supervising the installation and decommissioning of those devices and associated equipment and arrangements.
14	**Erosion and sediment control plan** (1) The consent holder must engage a suitably qualified and experienced person to prepare 1 or more erosion and sediment control plans for the earthworks to identify how the earthworks principles will be applied. (2) An ESCP must specify the following matters: *General* (a) how the earthworks will be carried out in accordance with the ecology principles: (b) structural and non-structural erosion and sediment control measures (including chemical treatment where necessary) to be in place before and during all

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	construction works, including earthworks, coastal works, and works within watercourses: (c) key environmental risks, particularly in relation to topography, soil type and form, and the receiving environment, including proximity to any sensitive receivers (for example, rivers): (d) procedures for ensuring advance warning of a rainfall event: (e) procedures for decommissioning the erosion and sediment control measures: (f) procedures for determining the staging and sequencing of earthworks: (g) methods adopted for the purpose of reducing erosion and sediment generation and loss: (h) procedures for progressively stabilising— (i) any areas where earthworks will occur; and (ii) any bed or banks of a river, a wetland, or the CMA that will be disturbed by the earthworks: (i) methods for stabilising the following after the completion of the works, to reduce sediment loss and erosion: (i) any excavated area; and (ii) any bed or banks of a river, a wetland, or the CMA that has been disturbed by the earthworks: (j) details of maintenance, including actions and frequency: (k) supporting information about the size of erosion and sediment control devices: (l) methods for amending and updating the ESCP as required: *Erosion and Sediment Control Manager and staff* (m) the name and contact details of the Erosion and Sediment Control Manager: (n) the names and contact details of other staff appointed to assist with the management of erosion and sediment control (see condition 13(4) of this schedule): *Incident management* (o) the process for detecting, investigating, and recording, and for notifying the consent authority of, incidents that result in the discharge of contaminants or material into any river or wetland, or the CMA, due to the structural failure of any erosion and sediment control measures: (p) proposed measures for remedying the adverse effects of a discharge described in paragraph (o): *Monitoring* (q) procedures for— (i) analysis of trends in erosion and sediment control effectiveness and performance; and (ii) amendments to any ESCP resulting from the activities under subparagraph (i): *Reporting to consent authority* (r) details (including timing) of reporting to the consent authority on the outcomes of, and compliance with, the ESCP.

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	(3) The level of detail and the measures proposed in the ESCP must correspond to the nature and scale of the relevant earthworks. (4) The ESCP must include a site-specific risk-based approach that allows for the Erosion and Sediment Control Manager to determine the level of information and design that must be provided for specific activities. (5) The ESCP must be consistent with the Erosion and Sediment Control Guide. (6) The consent holder must implement an ESCP for the duration of the flood resilience works. (7) The consent holder must, for the duration of the flood resilience works,— (a) keep an ESCP; and (b) make it readily available to the consent authority. (8) The consent holder must not begin earthworks before— (a) the consent holder has submitted an ESCP for the earthworks to the consent authority; and (b) the consent authority has certified that the ESCP meets the requirements of subclauses (2) to (5); and (c) a suitably qualified and experienced person has certified that erosion and sediment control measures for the earthworks are— (i) in place; and (ii) consistent with the certified ESCP and the Erosion and Sediment Control Guide.
15	**Failure of erosion and sediment control measure** If the failure of an erosion and sediment control measure during flood resilience works results in an uncontrolled release of sediment to surface water of the CMA, the consent holder must— (a) immediately stop the flood resilience works; and (b) so far as practicable, remedy the adverse effects of the uncontrolled release; and (c) so far as it is not practicable to remedy the adverse effects of the uncontrolled release, ensure that those adverse effects are mitigated so far as practicable; and (d) before restarting the flood resilience works, carry out works to prevent any recurrence of the failure.
16	**Dust management** The consent holder must, so far as practicable, ensure that dust arising from construction works (including earthworks and related activities) does not spread beyond the boundary of the work sites.
17	**Works on contaminated land** (1) This condition applies if the consent holder undertakes earthworks, or any other works that disturb soil, on contaminated land. (2) The consent holder must ensure that any soil and other materials that are removed from the site and identified as being contaminated are taken to a facility legally authorised to receive soil and materials of that kind. (3) The consent holder must take all practicable measures to— (a) prevent the discharge of soil and stormwater from contaminated land to any 1 or more of the following: (i) rivers: (ii) wetlands: (iii) the CMA; and

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	(b) maintain the integrity of any structure designed to contain contaminated soil or other contaminated materials; and (c) replace the soil to an erosion-resistant state at the completion of the earthworks or other works. (4) The consent holder must, within 3 months of the completion of the earthworks or other works, provide a report (the **works completion report**) to the consent authority that contains the following: (a) a summary of the works undertaken, including the locations and dimensions of excavations and the volume of soil excavated: (b) a description of the condition of the site following the completion of the works, including details and results of any testing undertaken to confirm whether any contaminated soil or other contaminated material remains at the site: (c) details and results of any other contamination testing undertaken during the works (including any sampling undertaken on materials reused on site or imported to the site): (d) records or evidence, or both, of the volumes and disposal locations for any material containing elevated levels of contaminants removed from the site: (e) if any unexpected contamination was encountered during the works, records of the unexpected contamination encountered and the actions taken in response: (f) details of any ongoing monitoring or management measures, or both, required to minimise risks to human health or the environment as a result of any contaminated soil or other contaminated material that remains at the site: (g) details of any complaints, health and safety incidents related to contamination, or contingency events during the works: (h) a statement— (i) certifying that all works have been carried out in accordance with the requirements of the consent; or (ii) providing details of relevant approved variations or breaches. (5) The works completion report must be prepared— (a) by a suitably qualified and experienced person; and (b) in accordance with the Contaminated Land Management Guidelines.
18	**Slope instability** (1) Earthworks in the vicinity of the proposed chambers must meet a: (a) Factor of safety of 1.5 for normal groundwater conditions; (b) Factor of safety of 1.3 for the worst credible groundwater condition; and (c) Factor of safety of 1.0 for the pseudo-static seismic loading using ultimate limit state peak ground acceleration. *Advice note: Target factors of safety are outlined in Chapter 2 of the Auckland Code of Practice for Land Development and Subdivision, Version 2, dated May 2023*

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Rivers and wetlands	
19	**Works and structures in beds of rivers and wetlands** (1) This condition and condition 20 of this schedule apply to all flood resilience works carried out in, or adjacent to, the bed of a river or wetland. (2) The consent holder must ensure that flood resilience works are, so far as practicable, carried out in accordance with— (a) an applicable ESCP; and (b) the ecology principles; and (c) the earthworks principles; and (d) any guidance provided under condition 4(3)(b) of this schedule (see condition 5 of this schedule) relating to relevant cultural indicators. (3) Flood resilience works that might affect fish passage in a river or wetland must, so far as practicable, be carried out outside peak times for migration and spawning of species of fish identified in the application as being present in the river or wetland. (4) Permanent works in or adjacent to the bed of a river or wetland that are completed as a part of the construction phase of the flood resilience works (for example, sediment and debris removal, bank protection, and capacity increase) must— (a) be designed and installed in a way that is, so far as practicable, consistent with the ecology principles; and (b) be designed with regard to any identified landscape and cultural values; and (c) provide for ongoing fish passage in the river or wetland; and (d) manage stream loss in accordance with the effects management hierarchy; and (e) provide for the maintenance of the river or wetland for flood management purposes. (5) All flood resilience works and structures in, or adjacent to, rivers or wetlands must, so far as practicable, incorporate energy dissipation measures and erosion and sediment control measures (for example, revegetation of worked sites) to minimise bed scouring and bank erosion in receiving environments. (6) In this condition, AEP means the annual exceedance probability, which is the chance of a flood of a given size (or larger) occurring in any one year, usually expressed as a percentage.
20	**Further requirements at rivers and wetlands** (1) This condition applies if condition 19 of this schedule applies. (2) For the purposes of condition 19 of this schedule, the consent holder must, at least 10 working days before starting permanent works within a river or wetland, provide to the consent authority— (a) design drawings for the permanent stream works; and (b) a statement of how the design of stream works comply with condition 19 of this schedule. (3) The consent holder must not start permanent works within a river or wetland before the consent authority has certified that, based on the design drawings and the statement provided under subclause (2), the design of permanent stream works comply with condition 19 of this schedule. (4) All permanent works in the bed of a river or wetland must be carried out in accordance with the design drawings to which a certification by the consent authority under subclause (3) relates.

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	(5) The consent holder must ensure that any machinery or equipment used in the activities authorised by the consent is not stored in or on the bed or banks of the river or wetland. (6) The consent holder must ensure all of the following. (a) no machinery leaking fuel, lubricants, hydraulic fluids, or solvents is operated within or near a river or wetland in circumstances where run-off might enter water: (b) no vehicles, machinery, or equipment is refuelled within the bed of a river or wetland or in any other location where spills might enter water: (c) the storage of fuel or contaminants adjacent to a river or wetland does not result in any fuel or contaminants entering water: (d) other fuels and lubricants are not released into water: (e) the Ministry for Primary Industries' requirements and clean dry protocols relating to freshwater pests are followed in relation to all equipment: (f) machinery is operated in a way that minimises the transfer of organisms or pest plants from one catchment to another: (g) the use of wet concrete is avoided in flowing water. (7) The consent holder, on becoming aware that any contaminant has been discharged into a river or wetland in a way that contravenes the conditions of the resource consent, must immediately— (a) take all necessary steps to stop or contain the discharge; and (b) notify the Manager Environmental Monitoring; and (c) take all practicable steps to remedy or mitigate any ongoing adverse effects of the discharge on the environment. (8) The consent holder must take the actions set out in subclause (9) in relation to construction material, demolition material, and any materials from repair and maintenance activities that are— (a) authorised by the consent; and (b) no longer required as part of the construction works. (9) The consent holder must ensure that the materials are— (a) removed on completion of the construction works; and (b) reused, repurposed, or disposed of in an appropriate manner and in a place where they will not affect any 1 or more of the following: (i) surface water levels: (ii) rivers: (iii) wetlands: (iv) the CMA. (10) The consent holder must comply with all notices and guidelines issued by Biosecurity New Zealand that relate to the ongoing prevention of the spread of freshwater pests.
21	**Bed and bank erosion risk** (1) Following completion of the flood resilience works and after the first flood event of at least a 50-year Annual Recurrence Interval, the consent holder must: (a) engage a suitably qualified and experienced person; and (b) undertake an assessment at Pacific Steel Reserve (PT LOT 2 DP 178554) in order to determine whether there has been, or there is an ongoing risk of adverse bed and bank erosion that could be attributed to the flood resilience works, and if so, to identify any appropriate mitigation.

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	(2) Within 60 working days of the flood event being classified as being a 50-year Annual Recurrence Interval, the consent holder must submit a report prepared by a suitably qualified and experienced person to the consent authority for information which includes: (a) the findings of the assessment set out in condition 21(1)(b); (b) any recommended mitigation, if the assessment indicates whether there has been, or there is an ongoing risk of adverse bed and bank erosion; and (c) timeframes for the consent holder to implement any recommended mitigation in condition 21(2)(b).
Coastal structures and works	
22	**Coastal structures and works** (1) This condition and condition 23 of this schedule apply to all flood resilience works carried out in, or on land adjacent to, the CMA. (2) All flood resilience works in the CMA and on land adjacent to the CMA must be carried out in accordance with an ESCP prepared in accordance with condition 14 of this schedule. (3) Permanent structures (for example, seawalls, rock revetments, or groynes) in the CMA and on land adjacent to the CMA must— (a) be designed— (i) with regard to any guidance provided in accordance with condition 4(3)(b) of this schedule, the ecology principles, and any identified cultural values; and (ii) to cater for coastal processes; and (b) incorporate measures to address the effects of climate change and sea level rise; and (c) be finished— (i) in a recessive colour; or (ii) as otherwise agreed between the consent holder and the owner of the permanent structure. (4) The consent holder must maintain any construction site in good order and remedy, so far as practicable, any damage to and disturbance of the foreshore or seabed caused by plant and equipment during construction. (5) Within 20 working days following completion of any permanent structure in the CMA or on land adjacent to the CMA, the consent holder must provide to the consent authority— (a) final as-built drawings of the permanent structure; and (b) a certificate obtained from a suitably qualified and experienced engineer stating that the permanent structure meets the requirements of subclause (3). (6) The structures permitted to occupy part of the CMA by the consent must be maintained in good and sound condition, and any repairs and reinstatement that are necessary must be made as soon as practicable after the issue is identified. (7) In this condition, **land adjacent to the CMA** means the area of land subject to storm surge and wave run-up, including climate change effects for the relevant design life for structures on the area of land, having regard to the Climate Change Scenarios Guideline Document.

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	(8) The consent holder must dispose of all waste material, including dredge spoil and mangroves, in an appropriately licensed facility, unless otherwise authorised by the consent authority.
23	**Further requirements in CMA** (1) This condition applies if condition 22 of this schedule applies. (2) All vehicles and equipment entering the CMA associated with the exercise of the consent must be in a good state of repair and free of any fuel or oil leaks. (3) No machinery may be left within the intertidal zone during high-tide periods in a position where it could come into contact with coastal water. (4) The consent holder must ensure that an oil spill response kit is held on site, by the person who is to carry out the work, during the period of construction, repair, or maintenance works. (5) Fuelling and maintenance of plant and equipment used during any construction, repair, or maintenance works must not be carried out in the CMA or in any other location near the site where fuel or oil could enter the CMA. (6) The consent holder must, on becoming aware that any contaminant associated with the consent holder's operations has escaped otherwise than in accordance with the consent,— (a) immediately take any action or carry out any work that may be necessary to stop or contain the escape; and (b) immediately notify— (i) the Manager Environmental Monitoring; and (ii) the Department of Conservation, if there is an imminent risk from the escape of contaminant of adverse effects on any at-risk or threatened species, or on any marine mammals; and (c) take all reasonable steps, having regard to the purpose of the RMA (see section 5 of that Act), to remedy or mitigate any adverse effects on the environment resulting from the escape.
Construction noise and vibration	
24	**Control of construction noise and vibration** (1) The consent holder must ensure that noise from construction, maintenance, and demolition work complies, so far as practicable, with the long-term duration limits set out in Table 2 and Table 3 of NZS 6803:1999. (2) The consent holder must prepare and implement a final construction noise and vibration management plan (CNVMP) in general accordance with the *Harania Flood Resilience Works – Tennessee Bridge Construction Noise and Vibration Management Plan*, prepared by Tonkin & Taylor Ltd, dated October 2024. The objective of the CNVMP is to manage potential adverse noise and vibration effects associated with construction of the flood resilience works.

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Transport	
25	**Construction Traffic Management Plan** (1) The consent holder must prepare and implement a final construction traffic management plan (CTMP) in general accordance with *Healthy Waters - Harania Flood Resilience Works – Tennessee Bridge Draft Construction Traffic Management Plan,* prepared by Tonkin & Taylor Ltd, dated October 2024. The objective of the CTMP is to manage potential adverse traffic effects associated with construction of the flood resilience works.
26	**Pavement Condition Assessment** (1) Prior to the commencement of the flood resilience works authorised by this resource consent, the consent holder must submit a Pavement Condition Assessment (PCA) report including photographs to the consent authority for information. The purpose of the PCA is to document the pre-construction road pavement condition and shall be based on a visual inspection of the road pavements at the following locations: (a) Vine Street (between Massey Road and Blake Road). (b) Blake Road (between Vine Street and the Blake Road Reserve access road). (c) Wickham Way (between Buckland Road and Garus Avenue). (d) Garus Avenue (between Wickham Way and Archboyd Avenue). (e) Archboyd Avenue/Bicknell Road (between Garus Avenue and the site access opposite #41 Bicknell Road). (2) On completion of the flood resilience works, the consent holder must submit a PCA report to the consent authority for information. The purpose of the PCA is to document the post-construction road pavement condition and shall be based on a visual inspection. (3) If the PCA required by condition 26(2) identifies any damage to the road pavements specified in condition 26(1) and it is verified by a suitably qualified and experienced person as being directly attributable to heavy vehicles entering or exiting the construction sites, the consent holder shall be responsible for repairing that damage. The methodology and timeframe for completing the repair works is to be agreed with Auckland Transport. (4) The PCA must be prepared by a suitably qualified and experienced person in transport engineering.
Landscaping	
27	**Landscaping plan** (1) The consent holder must prepare a landscaping plan within 6 months of the completion of the flood resilience works and provide this to the consent authority for certification. The objective of the landscaping plan is to avoid, remedy, or mitigate adverse effects of the flood resilience works on natural character, landscape values, visual amenity, arboricultural and ecological values. (2) The landscaping plan must be prepared in consultation with the Māori entity representatives, and be in general accordance with the *Healthy Waters – Harania Flood*

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	Resilience Work – Tennessee Bridge Planting Plan (Drawing No. BM230171D501, Rev C), prepared by Boffa Miskell and must include the following information: (a) the species of replacement vegetation and trees to be planted; (b) the number of replacement trees to be planted; (c) the locations at which replacement vegetation and trees should be planted; and (d) maintenance requirements in relation to the replacement planting, including weed and pest control measures, and that all planting shall be maintained for five years following planting. (3) The consent holder must plant vegetation and trees as detailed in the landscaping plan during the first planting season that starts after the landscaping plan has been certified; and (4) In this condition, planting season means the period in any year that— (a) starts on 1 May; and (b) ends on 30 September. *Advice note: Where practicable, the procurement of plants shall come from the Makaurau Marae Nursery.*
Ecology	
28	**Project Ecologist** (1) The consent holder must appoint a suitably qualified and experienced ecologist as the Project Ecologist for the duration of the flood resilience works. (2) The role of the Project Ecologist is to inform, in accordance with the ecology principles, the design, management, and monitoring of all construction works in relation to ecological effects and measures to avoid, remedy, or mitigate adverse ecological effects.
29	**Ecology principles** (1) The consent holder must apply the ecology principles set out in subclause (2) in— (a) designing all aspects of the flood resilience works; and (b) carrying out all aspects of construction works. (2) The ecology principles are as follows: (a) to apply the effects management hierarchy to the following potential adverse effects: (i) permanent habitat loss (including in coastal, terrestrial, and freshwater habitats): (ii) loss of naturally uncommon and highly depleted ecosystem types, significant indigenous vegetation, significant habitats of indigenous fauna, and habitats for at-risk or threatened species and taonga species: (iii) habitat fragmentation or habitat barriers (including in coastal, terrestrial, and freshwater habitats): (iv) impacts on habitat connectivity (including coastal, terrestrial, and freshwater habitats): (v) impacts on at-risk or threatened species and taonga species: (vi) effects on water quality (including on kaimoana and mauri) from sediment: (vii) alteration of natural hydrology patterns, except as necessary to facilitate the flood resilience works: (viii) spread or establishment, or both, of pest plants or animals:

#	Condition text
	(ix) impacts on habitats that play an important role in the life cycle and ecology of native species: (b) as far as practicable, to create safe habitats, especially for at-risk or threatened species and taonga species.
30	**Managing ecological loss** (1) The consent holder must ensure that the Project Ecologist prepares a final ecology management plan (EMP) in general accordance with *Harania Flood Resilience Works – Tennessee Bridge Draft Ecological Management Plan*, prepared by Tonkin & Taylor Ltd, dated October 2024. The objective of the EMP is to manage potential adverse effects on ecological and biodiversity values of the works area associated with the flood resilience works. (2) The consent holder must,— (a) at regular intervals throughout construction, record all measures taken under the ecology management plan; and (b) report to the stakeholder advisory group every 2 months— (i) the measures taken; and (ii) any recommendations made by the Project Ecologist, working with the Māori entity representatives, to change those measures. (3) The consent holder must implement and comply with the ecology management plan prepared under subclause (1) for the duration of the construction works. (4) Within 2 months after the construction works and any ecological mitigation works are both completed, or by such other time agreed between the consent holder and the stakeholder advisory group, the consent holder must provide the stakeholder advisory group with a report that describes the ecological mitigation works carried out by the consent holder.
Arboriculture	
31	**Project arborist** (1) The consent holder must appoint a suitably qualified and experienced arborist as the Project Arborist for the duration of the flood resilience works. (2) The role of the Project Arborist is to inform the design, management, and monitoring of all flood resilience works in relation to arboricultural effects, and measures to avoid, remedy, or mitigate adverse arboricultural effects.
32	**Tree protection methodology** (1) The Project Arborist, in association with the wider project team, must develop a tree protection methodology to minimise adverse effects on protected trees to be retained within the works location. (2) The consent holder must implement and comply with the tree protection methodology.
33	**Supervision of construction works near protected trees** (1) The Project Arborist must supervise any construction works carried out in close proximity to protected trees.

#	Condition text
Discoveries	
34	**Discovery of at-risk or threatened aquatic fauna** (1) If a worker or any other person associated with flood resilience works discovers, at a work site, nationally or regionally at-risk or threatened aquatic fauna that require specialised handling and relocation (the **discovered aquatic fauna**), the consent holder must— (a) immediately notify the Project Ecologist of the discovery; and (b) as soon as it is safe to do so, stop any construction works that may adversely affect the discovered aquatic fauna and that may be safely stopped; and (c) comply with any directions given by the Project Ecologist in respect of the discovered aquatic fauna; and (d) implement the native fish capture relocation plan; and (e) if the relevant construction works are stopped, relocate the discovered aquatic fauna to a suitable habitat identified in the native fish capture relocation plan before restarting the works. (2) In this condition, **native fish capture relocation plan** means the plan for relocating native fish captured during proposed construction works that is included in the *Harania Flood Resilience Works – Tennessee Bridge Draft Ecological Management Plan*, prepared by Tonkin & Taylor Ltd, dated October 2024, and required to be included in the final ecology management plan under condition 30(1) of this schedule.
35	**Discovery of sensitive material** (1) If a worker or any other person associated with flood resilience works discovers any sensitive material on a work site, the consent holder must comply with the requirements of E12.6.1(3)(a) to (f) in Chapter E of the Auckland Unitary Plan. (2) In this condition, **sensitive material** means any of the following: (a) human remains: (b) an archaeological site: (c) a Māori cultural artefact: (d) a protected New Zealand object as defined in section 2(1) of the Protected Objects Act 1975: (e) evidence of contaminated land (such as discolouration, vapours, asbestos, separate phase hydrocarbons, landfill material, or a significant odour): (f) a lava cave greater than 1 metre in diameter on any axis.
Charges	
36	**Monitoring charges** The consent holder must pay to the consent authority— (a) any charges fixed under section 36(1)(c) of the RMA for the carrying out by the consent authority of its functions in relation to the monitoring of the consent; and (b) any additional charge required by the consent authority under section 36(5) of the RMA to recover the actual and reasonable costs incurred by the authority in carrying out those functions.

#	Condition text
37	**Review charges** If the consent authority reviews the conditions imposed under clause 16 on the consent, the consent holder must pay to the consent authority— (a) any charges fixed under section 36(1)(cb) of the RMA for the carrying out by the consent authority of any 1 or more of its functions in relation to reviewing the conditions of the consent; and (b) any additional charge required by the consent authority under section 36(5) of the RMA to recover the actual and reasonable costs incurred by the authority in carrying out those functions.