

The Mangawhai Historic Wharf Trust



Application for a Resource Consent to Build a Replica of the Mangawhai Wharf

Introduction

Colin Leach

Chairman

The Mangawhai Historic Wharf Trust

March 2020

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1. Introduction

The Mangawhai Historic Wharf Trust ("the Trust") is submitting this application for consent to the Northland Regional Council for the rebuild of the historic Mangawhai wharf. The Trust was set up in July 2018 to promote, develop, and operate a public wharf based on the design of the original wharf at Moir St, Mangawhai Village, for the benefit of the local community and visiting public.

The prospect of rebuilding the wharf was raised initially by the Mangawhai Harbour Restoration Society in 2016. The Society passed responsibility on to the Trust as a single purpose charitable trust to enable cross community participation in the project. This enables funding, consenting, building, operation, and management to be undertaken through one entity on behalf of the community.

The Trust currently has four trustees. I have personally had an association with Mangawhai for 24 years. My background is in senior operational leadership roles in large enterprises. The three other trustees are: Roy Faris, building surveyor, Clerk of Works and sitting JP; Howard Johnston, a former managing partner of law firm Brookfields and a member of the Mangawhai Museum Board; and Richard Gunson, the president of the Mangawhai Business Development Association. Both Roy Faris and I sit on the board of the Harbour Restoration Society.

Provision is also made in the Trust Deed for the Northland Regional Council and Kaipara District Council to each appoint a trustee. Both have indicated that they will do so subject to resource consent being granted. A copy of the Trust Deed is provided as Attachment One to this document.

2. This Application

This application follows an initial application to rebuild the wharf by the Mangawhai Harbour Restoration Society in July 2018. Since then additional expert evidence has been sought, as required by Northland Regional Council, and introduced into this revised application.

The purpose of the resource consent application is to obtain consent to replicate the wharf on the same site as the original. This is indicated in Figure 1 with reference to key features of the Harbour within which it is located. It is close to the division of the main channel into the tidal northern and southwestern arms of the harbour, and some 6km from the mouth.

The secondary channel which the wharf accesses separates it from an extensive, shallow "sand island" from part of which mangroves were removed in 2015. The end of the proposed wharf is around 2.7km from the ski lane, an area of intensive boating activity, and 3km from the nearest of three fairy tern breeding sites recorded in the 2017-2018 breeding season.

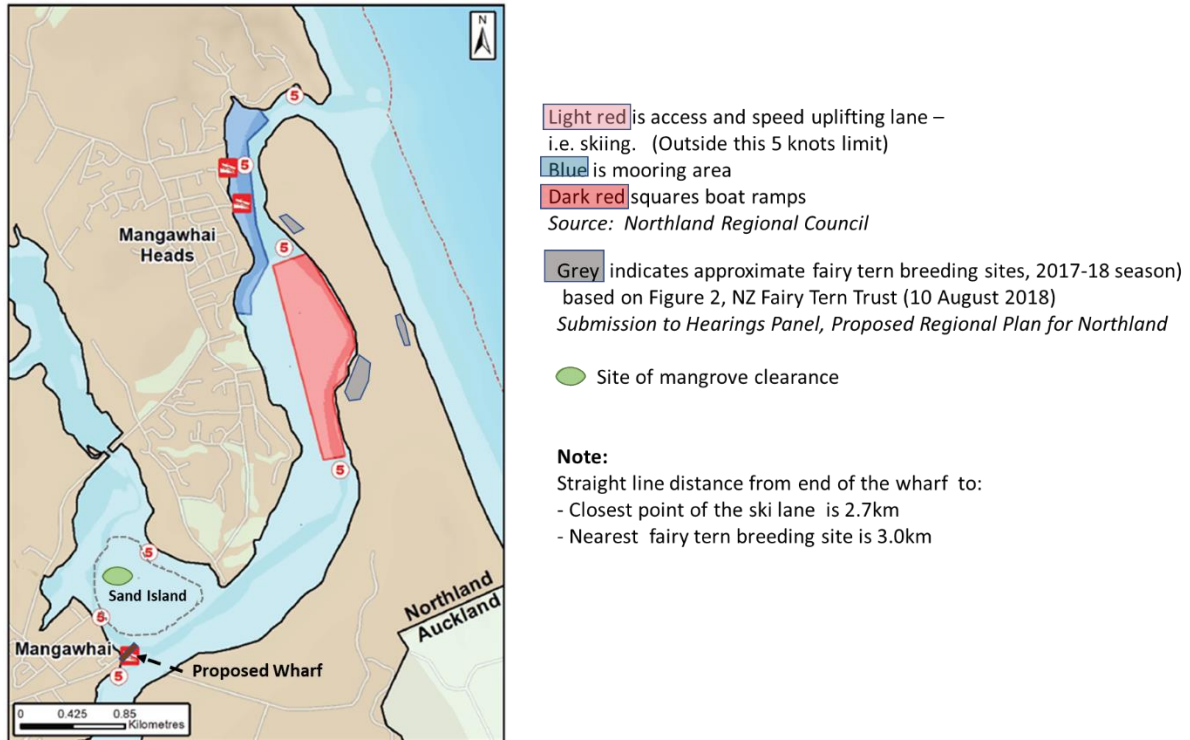
This application is based on the plans of the original wharf. They detail its structure and dimensions and contain sufficient locational detail which, when combined with the remaining groyne structure and original pile remnants, will allow an accurate rebuild (Figure 2).

While the footprint, siting, and construction method of the wharf itself will be the same, there will be some differences between the old wharf and its replacement. These differences are: -

- Meeting current safety and engineering standards;
- Providing handicapped access onto and off the wharf;
- Replacing native timbers and galvanised fittings with treated plantation timber and stainless-steel fittings;
- Increasing the size of the pontoon, which will be larger than the original and provide easier access for those with mobility constraints; and reducing the size of the original working shed, which occupied almost the entire platform, with a 7m by 6m replica. The new structure will be completely open on the eastern and western sides.

- The shed will contain visual and written educational links to our natural and human history. It will provide seating and shelter from the wind and rain, and lighting for navigational and safety purposes (being subdued, motion-activated lighting).

Figure 1: Proposed Wharf Location within Mangawhai Harbour



The rebuild focuses on the re-establishment of a functional wharf in its original location only. Specifically excluded from the scope of the rebuild and subsequent operations are:

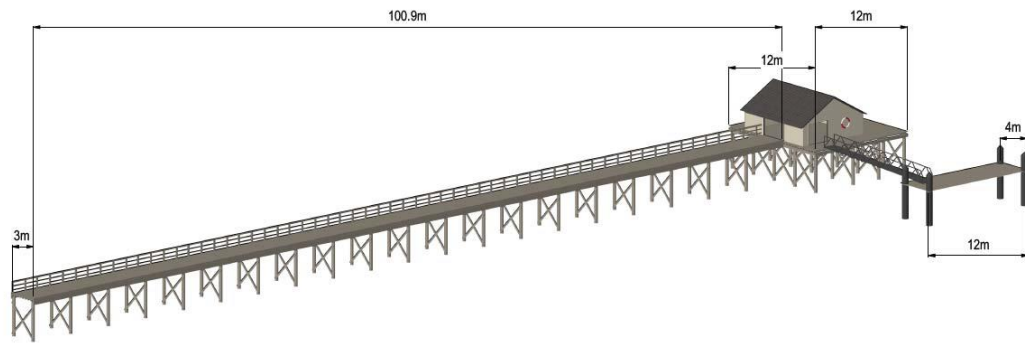
- Reclamation of any land;
- Earthworks;
- Dredging of any harbour channels;
- The provision of water, power, sewerage and any other services to the wharf. (Solar power will be used for lighting);
- Any commercial activities on the wharf (except for occasional fundraising events for the wharf itself and the possibility of a seasonal water taxi service between the Village and Heads).

Figure 1: Proposed Replication, Mangawhai Historic Wharf Rebuild

The old...



The New ...



Mangawai Wharf

Plan of Wharf
Scale 30' = 1"

Section thru Approach Spans
Showing type of construction & size of timbers
note spacing is centers only.
Scale 3" = 1 ft.

Site Plan (from sketch)
Scale 300' = 1".

[illegible]

3. An Important Heritage Feature

We have no doubt that the wharf is an important element of Mangawhai's history. Mangawhai Harbour was an active import/export hub for the region, a commercial hub supporting the development of Mangawhai and its hinterland. ([Attachment Two](#)).

Also important from a heritage viewpoint, the wharf was an amenity used by Mangawhai School for recreation, competitive, and educational purposes. As the recollections of older residents indicate, it was an important recreational feature for children at large ([Attachment Three](#).)

Prior to the advent of road and rail links the Mangawhai Harbour served as the primary point for goods to enter and leave the wider district. For many years this was carried out, in all weathers, on the banks of the estuary. After much lobbying the wharf was finally built in the 1881 at the end of Moir Street in the Village.

It was a critical piece of infrastructure for the wider region and as such is an important part of its history. At the end of the century a purpose-built scow for the Mangawhai run entered the trade. Built originally from native timbers the wharf underwent major maintenance circa 1920. As roads were established usage declined. Commercial use of the wharf was abandoned at the behest of the NZ Defence Force with the outbreak of the World War 2. The wharf was not used commercially after the war and fell into disrepair. It was demolished in the late 1950's having become a safety hazard.

The Planned Replica

Today, Mangawhai is a rapidly growing community with an influx of residents of all ages (Appendix 1). Despite the best efforts of the Kaipara District Council and voluntary groups adding cultural and recreational options and opportunities across a range of activities, catering for this growth remains a challenge. Of note is the limited access to the harbour for recreation due to the lack of a harbourside esplanade and limited access points. This is particularly true for Mangawhai Village.

Rebuilding the wharf, with the addition of a practical pontoon, will benefit the whole community by:

- providing direct access to the harbour in the Village;
- facilitating passive water sport activity;
- providing a focal point for families to picnic, swim and/or fish;
- providing a linkage by water between the Heads and the Village;
- providing a tangible link to our history;
- adding a real point of interest to our growing walkway network;
- adding a point of interest for visitors to linger, enjoy, and then spend money in our town.

4. Background to the Proposal

The project to rebuild the historic wharf was initiated by the Mangawhai Harbour Restoration Society in September 2016 (Table 1). The Society has among its wider goals a commitment to the restoration of the natural and historical features of the harbour. While it is not within the Society's remit to fund the wharf rebuild, as a committee member I volunteered to co-ordinate a cross - community team to determine whether there was enough support for such a facility to justify progressing it.

Table 1: The Historic Wharf Rebuild Project, Timeline 2016-2020

Year	Month	Activity
2016	August	
	September	Mangawhai Harbour Restoration Society sponsor feasibility project.
	October	
	November	
	December	Application for \$20,000 to KDC's MELA fund for feasibility study
2017	January	Cross community project team formed.
	February	
	March	MELA application successfully achieves \$20,000
	April	Needs Analysis completed
	May	Decision made to proceed to resource consent based on Needs Analysis
	June	
	July	
	August	
	September	
	October	La Bonte Environmental Assessment complete
	November	
	December	Final wharf drawings from Total Marine Services, LVA completed by Dream Planning
2018	January	Gala Day and Museum open day consultations undertaken
	February	Cultural Impact Assessment completed by Environs Holdings
	March	Neighbour consultation complete, Mangawhai Historic Wharf Trust formed
	April	Correspondence received from Heritage NZ on the project
	May	Archeological survey completed
	June	
	July	Initial resource consent documentation filed with the NRC
	August	
	September	
	October	
	November	
	December	
2019	January	Updated benthic and bird surveys completed. Trust becomes a registered charity.
	February	
	March	
	April	Discussions to raise funds for the resource consent - PGF and others
	May	Discussions to raise funds for the resource consent - PGF and others
	June	Discussions to raise funds for the resource consent - PGF and others
	July	Discussions to raise funds for the resource consent - PGF and others
	August	Discussions to raise funds for the resource consent - PGF and others
	September	
	October	PledgeMe campaign to raise \$80,000 for the resource consent opens at labour weekend
	November	
	December	PledgeMe campaign closes on Dec 10 having exceeded its target
2020	January	
	February	
	March	
	April	

Consultation

The project team consulted representatives from eleven community-based organisations to assess the level of interest and perceived need for the project. The two elements identified as determining feasibility were:

- Does the community want the wharf rebuilt?
- Is a resource consent achievable?

Each organisation was asked:

- How would the wharf in its original location benefit the organisation's constituency?
- If the wharf were to be rebuilt, what: -
 - Must it have?
 - Should it have?
 - Could it have?

Feedback was positive from all the organisations surveyed (for detail, see **Appendix 1**). This provided the Society the stimulus to prepare and submit a resource consent application, commissioning the engineering drawings and assessments required. Funding for this stage of the project came from a \$20,000 grant from the Kaipara District Council's Mangawhai Endowment Land Account (MELA) and \$6,000 in unsolicited donations.

The Trust has also kept in regular touch with Northland Regional Council officers for guidance and advice throughout this process. It has engaged with Kaipara District Council, which anticipates the wharf rebuild in its Long Term Plan, through meetings with Mayor, Dr Jason Smith, and Mr Peter Whethey, member for the Kaiwaka-Mangawhai Ward; and through on-site consultation with the Council's managers of Works and Transport.

Prior Application

A resource consent application was lodged in July 2018. The Northland Regional Council requested additional information, namely on the local seabed and coastal environment. Expert reports on these matters were subsequently commissioned.

During preparation of the first consent application it was decided to set up the MHWT at arm's length from the Harbour Preservation Society for the reasons outlined above¹. This also facilitated approaches to third parties for funding.

It became clear, however, that while there are organisations willing to fund construction, having the resource consent is a prerequisite to a successful application for funding. With this knowledge, the Trust launched a fundraising campaign in October 2019, via PledgeMe, to raise \$80,000 from the local community. This was achieved in 6 weeks, a clear indication of the community's strong support for the project. It is on the back of this support that the current application is lodged.

If Approved

If the resource consent application is successful the Trust will turn its focus to the funding required for building, operations, and maintenance. The intention is to raise funds to build the wharf and hold in escrow upwards of \$50,000 for maintenance and insurance. The expense fund can be supplemented through annual fundraising events using the wharf. Funding for the build (circa \$500,000) will be through community donations, including donations in kind, and grants.

Post the grant of resource consent the Trust will be joined by additional trustees from the KDC and NRC.

¹ The original Resource Consent Application was made in the name of the Society before the Trust was settled.

5. Expert Evidence

The Appendices to this application include documentation of the community commitment to the wharf (Appendix 1). They include an introduction to the project (Appendix 2) and an assessment of environmental effects and statutory planning requirements (Appendix 3). The balance, Appendices 4 to 10, comprise expert assessments of the effects of the development on various components of the cultural and physical environments.

While much of the underlying assessment was completed in 2018, each report has been reviewed and signed off as current for the current 2020 application.

The appendices are introduced below.

Appendix 1: Community Consultation, Mangawhai Historic Wharf Trust (Colin Leach, Chairman)

This report outlines the extensive engagement between the Trust and the community.

A preliminary needs analysis based on consultation with eleven community organisations identified strong support for the proposal. Given this support, the Trust sought out wider community views to inform the resource consent application. It publicised the initiative through print media, social media, and displays at events: the Annual Gala (January 2018), a Museum Open Day and display, and attendance over six weeks at the Mangawhai Tavern Market. At the first two events people were encouraged to give feedback on notes posted to the display. They were also encouraged to respond to social media.

The responses confirmed widespread support within the community for rebuilding the wharf, offset by only a small number of negative comments. Three of these raised questions over the impact on the endangered fairy tern. The Trust has subsequently sought expert advice on this matter (see Appendices 8, 9, and 10).

In addition, personal visits were made by the Trust to the near neighbours of the proposed wharf. Each was fully briefed on the project and asked to complete and sign a questionnaire covering their thoughts about the wharf, including their level of support, concerns, suggestions and need for further information. Only two concerns were raised. One related to the possibility of dredged material being dumped on the foreshore. As no dredging is required this concern is unfounded. The other related to the possibility of the shed on the end of the wharf impeding the view. The decision to leave the east and west facing walls open will minimise any such impact, affording a view of the harbour and Moir Point through the structure.

On the strength of community engagement with the proposal, the Trust concluded that the public's expectation of the benefits of the historic wharf fully justifies proceeding. The Trust expects the benefits of the rebuilt wharf to the community to grow substantially with the anticipated growth and diversification of the Mangawhai population.

Appendix 2: Construction and Operations, Roy Faris, Trustee, Mangawhai Historic Wharf Trust

This report introduces the project. It describes the site plan, wharf placement, perspective, design, construction methods, and timeframe for completion. It also addresses management and safety matters beyond the construction phase, including compliance with council and Occupational Safety and Health requirements, warning signage, safety equipment, the pontoon and swimming access, and the like.

Estimated construction and ongoing maintenance cost estimates are provided to establish the practicality and feasibility of the project once a consent is obtained.

Appendix 3: Planning Report (including Assessment of Environmental Effects), Jackson Worsfold, Dream Planning

The assessment of environmental effects has been conducted by planner Mr Worsfold, drawing on the expert reports (Appendices 4 to 10). He concludes that taking all matters into account – the cultural and archaeological significance of the site, the coastal environment, the marine environment (including water quality and movement, impacts on the seabed, and associated flora and fauna), the effects of construction and operation of the wharf will be no more than minor.

Mr Worsfold also addresses statutory requirements under the Resource Management Act. He concludes that the proposal:

- Is not contrary to the provisions of the Northland Regional Policy Statement, the National Coastal Policy Statement, the Northland Regional Coastal Plan, and the Regional Water and Soil Plan;
- Will give effect to Part 2 of the RMA;
- Has significant positive attributes and will not generate any significant adverse effects that cannot be avoided or mitigated through appropriate conditions of resource consent;
- Overall, represents an effective and efficient use of the coastal resource and is a sustainable development.

Appendix 4: Cultural Impact Assessment, Environs Holdings

Environs Holdings Ltd produced a comprehensive cultural impact assessment, concluding that Te Uri o Hau (a Northland hapu of Ngati Whatua whose area of interest, Northern Kaipara, includes Mangawhai) has no objection to rebuilding of the wharf subject to conditions.

Some of these conditions have already been met (liaison with Heritage NZ Pouhere Taonga and updated ecological reports), as acknowledged in the Environs update of March 2020, also, included in Appendix 3.

The balance of Te Uri o Hau requirements will be met prior to and during the construction period. These include conditions of consent; site meetings; cultural monitoring; and preservation of live oysters. The Trust is committed to meeting these requirements.

The Trust also welcomes the advice that Environs will work with it to agree on appropriate cultural placemaking on or in the vicinity of the wharf. Environs will also help organise a Te Uri o Hau Tribal elders pre-dawn ceremonial blessing prior to or as part of the official opening.

Appendix 5: Archaeological Assessment, Dr Moira Jackson

Dr Jackson identified 13 coastal sites around the coast of Mangawhai Village, including the wharf site itself. She concluded that:

“it is clear that human activities around the wharf and surrounding landscape including the harbour foreshore were dynamic, complex and ongoing. ... photographic evidence shows there were two other structures (now gone) on the foreshore at the Moir Street end of the wharf. The coastal reserve area opposite and east of the current Mangawhai Tavern was the location of the first Mangawhai Hotel (Ross, 2011). It must have been just west of Insley’s accommodation house (ca. 1860).”

She concluded that

“The Mangawhai Historical Wharf Trust proposed construction of an “historical wharf” could result in damage to the existing remnants of the historic wharf site R08/222 constructed in the 1880s, modify

the remains of earlier historic archaeological evidence (if any), and possibly damage adjoining archaeological sites and features.

“Therefore, the Mangawhai Historical Wharf Trust must obtain an authority from Heritage New Zealand before it commences. any work that may affect these archaeological sites.

In response, the Trust confirms that the layout of the replica wharf will be offset to the extent that all remnant pile stubs associated with the original will be undisturbed (**Appendix 2**) and accepts Dr Jackson’s advice that an HNZPT archaeological authority is required before any construction takes place on and around R08/222, the historic wharf and the surrounding area.

It also accepted her proposal that a marine archaeologist should be engaged to examine the seabed in the vicinity to determine the presence or otherwise of artefacts.

Marine Archaeology

As Chairman I consulted with marine archaeologist, Mr Andrew Dodd, supplying him with relevant reports, photographs and plans. Having reviewed the material, he is of the view that the main area of potential interest is the channel itself.

He made the following points (correspondence, 30 March 2020):

The original wharf as an archaeological site is going to be made up of components that are structural (ie. truncated piles, / the rock groyne), and deposits (ie accumulation of material on or buried in the estuary sediments such as artefacts / offcuts from construction, maintenance and repair work over time)

2. The purpose of the archaeological authority process is to ensure that where possible, modification of the surviving evidence is avoided, and if that is not possible, investigated in advance of being disturbed

3. As I understand it from the operations plan, it is the intention of the Charitable Trust to avoid substantial disturbance of archaeological evidence by a) placement of new piles is to be offset between remnant existing piles, b) there is no need for dredging anticipated at this time, and c) there will be no earthworks required for the approaches to the wharf ...

4. Further, the method of construction (ie driving piles) is not particularly conducive to archaeological monitoring, because there is not much that can be seen of underlying deposits during this type of construction

On these grounds, Mr Dodd provided the following advice:

1. I concur with Moira's advice that an archaeological authority is required for the work

2. In advance of construction, a surveyed plan of the visible remnants of the original wharf is carried out using non-intrusive methods (ie photography, scale plan of extant features) and that this should accompany Moira's assessment when making the application to Heritage NZ

3. The conditions of the authority from Heritage NZ will normally require some form of monitoring and reporting, but in my view there is little to be gained in stand-over monitoring for piling except for if there is to be earthworks for ramp construction. A briefing of workers at the start of the project and one or two visits from Moira with a brief report at the conclusion of works would probably suffice - this can be set out in a site instruction document to be submitted with the application.

Mr Dodd's advice has been accepted, and he has reviewed and contributed to the conditions of resource consent proposed for the wharf (Appendix 11).

Appendix 6: Correspondence, Heritage New Zealand Pouhere Taonga

The Trust contacted Heritage NZ Pouhere Taonga, which supports in principle the rebuilding of Mangawhai's historic wharf. Heritage NZ recommended that an archaeological survey be completed.

Dr James Robinson, Northland Regional Archaeologist, noted that there is a range of sites in the vicinity of the wharf and recommended that these should be identified and their location and function noted by a professional archaeologist. (*This has now been done; Appendix 5*)

Appendix 7: Landscape and Visual Assessment, Kylie McLaughlin-Brown, Dream Planning

The report concludes that *"the proposed structure will not disrupt the dynamic nature of coastal processes and will strengthen the memorability and associative meaning of the area by re-creating a historic feature which was once an important part of Mangawhai's maritime culture. Overall, it is considered that the subject site has the capacity to visually absorb the proposed development without any significant change in the seascape character"*.

It assesses that *"the proposed Wharf will have a moderate to low adverse effect (minor effect) on the perceived naturalness and natural character within the Harbour. Natural features (e.g. Pohutukawa lined fringe) will continue to be visible and contribute to the level of perceived naturalness within the Harbour"*.

Appendix 8: Assessment of Environmental Effects – Minor Coastal Activity (La Bonté Consultants)

La Bonté Consultants undertook a preliminary environmental impact assessment, concluding that the seaward side of MHWS has limited ecological and habitat values, outlining that the site at low tide includes a *"benthic substrate of hard pan covered by a thin layer of sand, shell, rock, rubble, pacific oysters, broken pottery and glass, there is a small area of salt marsh on either side of the existing boat ramp"*. The report indicates no shellfish beds in the vicinity of the proposed structure and no significant shellfish populations in the area around the proposed Wharf. As a result, the effects associated with the Wharf construction activity are expected to be no more than minor.

Appendix 9: Inter-tidal and Seabird Surveys (Bioresearches)

The original benthic seabed survey of the area in and around the wharf was undertaken by Poynter and Associates Environmental Ltd in 2002. This survey was updated using similar methodology by Bioresearches in late 2018 (**Appendix 9**). Bioresearches also undertook a seabird survey based on six one-hourly counts on 7 November. Given that the original author has retired, the report was reviewed by Bioresearches' expert in estuarine ecology, Simon West (MSc), for the current application.

The 2018 survey confirmed the earlier findings:

"The substrate found adjacent to the rush marsh habitat consisted of rock rubble, sand, and broken shells. Further from shore, approximately two metres out and onwards, the substrate was hard pan with a relatively thin covering layer of mud, around five to ten cm deep."

"Overall, the benthic area proposed for the historic wharf restoration can be classed as low diversity as well as low abundance, while being dominated by a few species".

As well as confirming the low productivity of the seabed in the area the report noted a limited presence of shorebirds. No fairy terns were observed using the survey site, although two incidental observations of birds hovering in the vicinity and one diving were made. With three fairy tern

sightings over six hours of observation it was concluded that any effects of the wharf would be no more than minor, a conclusion endorsed by Mr West. He also notes that the wharf affects a very small portion of a much greater feeding area. By observation and inference the area does not appear to be important in terms of roosting, breeding, or nesting by fairy terns.

Despite this, the Trust accepts the Bioresarches proposal that construction “*should not coincide with the breeding period of fairy tern, to limit impacts to the fairy terns’ usage of the area*”.

Appendix 10: Overview of Environmental Effects (Dr John Craig)

Dr Craig was commissioned by the Trust in February 2020 to review the expert reports on the natural environment (**Appendices 8 and 9**) and other material in order to provide an overview of potential environmental effects. He paid attention to the critically endangered Fairy Tern.

With reference to the wider environment he concludes that effects on benthic fauna and flora are “*certainly less than minor*”.

With respect to the bird population in general he acknowledges that “*there may be short-term effects on birds in the immediate vicinity of the proposed wharf but short and longer-term effects are less than minor*”. In addition, there may be “*some positive effects for a few species*”.

Dr Craig recommends that construction takes place between March and September, outside the courting and breeding season of the critically endangered New Zealand fairy tern. At the same time, he suggests that the use of the wharf to provide conservation information to people is a long-term positive effect of the proposed wharf.

His other recommendations are that lighting on the wharf be limited to downlighting to illuminate the decking but not the surrounding water or mudflats and that biodiversity information is clearly displayed with wording determined in conjunction with Northland Regional Council, the Department of Conservation, and the New Zealand Fairy Terns Trust.

In an incidental but important recommendation, Dr Craig says that the Regional Council should ensure that channels are clearly marked and the speed limits of watercraft are strictly enforced to reduce disturbance of the fairy terns.

Appendix 11: Proposed Conditions of Consent (Jackson Worsfold)

A draft set of conditions of resource consent has been prepared reflecting the intentions of the Trust considering the public comment and expert advice received.

6. Conclusion

There is a strong sense of history in our community. It also has a strong vein of voluntarism. These attributes are reflected in the museum and the historic village, among other things, both supported by community fundraising and developed using donated labour and materials. Keen local interest in such initiatives among the residents of Mangawhai is also reflected in the support evident already for the historic wharf rebuild. The current initiative will build on this community spirit².

The wharf has a very real role to play in reinforcing the identity of Mangawhai. The expert reports that we commissioned identify that the adverse effects of construction and operation will be minor. Indeed, as an educational site for the public and as a focus for water activities, the wharf should have a positive effect on the wider environment through the heritage values it represents and the educational role it can play with respect to estuarine ecosystems, shorebird activity and vulnerabilities, and local history.

In making this application for consent to reconstruct the wharf, the Trust acknowledges local sensitivities. It therefore makes the following commitments to:

- (1) Seek a Heritage New Zealand Pouhere Taonga Architectural Consent prior to commencing construction;
- (2) Supply copies of consents to Te Uri o Hau (through Environs), and convene a site meeting with Te Uri O Hau, council representatives, and contractors prior to commencing work;
- (3) Implement a cultural monitoring programme, and follow Accidental Archaeological Discovery Protocols during construction;
- (4) Notify a marine archaeologist if appropriate and/or Heritage New Zealand of any archaeological discoveries during development;
- (5) Undertake no dredging;
- (6) Undertake construction outside the fairy tern breeding season;
- (7) Adopt a construction plan and timetable (as indicated in Appendix 1, Section 4) that minimises any disturbance to the remnants of the original wharf, the seabed, and shorebirds that may feed in the vicinity of the wharf (both the inter-tidal area and the channel edge);
- (8) Ensure security and safety lighting is downward pointing and does not light adjacent mudflats or water;
- (9) Confer with the NRC, DoC, and the NZFTT regarding signage conveying educational information on the surrounding marine environment and the conservation status and needs of endangered shorebirds;
- (10) Work with Environs to implement appropriate cultural placemaking on or in vicinity to the wharf.

These commitments are incorporated along with the proposed construction process into the Proposed Conditions of Consent (Appendix 11).

The Trust also acknowledges and welcomes the offer by Environs to help organise a Te Uri o Hau tribal elders' pre-dawn ceremonial blessing as part of the official opening.

These commitments are recognised in Proposed Conditions of Consent (**Appendix 11**). In advancing this application, the Trust recognises the benefits and value that the community will derive from the re-establishment of a wharf that played an important role in Mangawhai's past.

² Other examples of volunteer-based community amenities include the Mangawhai Activity Zone, a network of Brynderwyn and coastal tracks, the ambulance depot, the art gallery, and the recently completed fire station.

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THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE 1
(“Trustees”)

MANGAWHAI HISTORIC WHARF TRUST
TRUST DEED

**MANGAWHAI HISTORIC WHARF TRUST
TRUST DEED**

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**MANGAWHAI HISTORIC WHARF TRUST
TRUST DEED**

DEED dated the 21st day of July 2018

PARTIES

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE 1 ("Trustees")

INTRODUCTION

- A. The Trustees have agreed to become the trustees of a charitable trust for the purposes of promoting, consenting, funding, developing, constructing, owning and operating a re-established wharf at Moir Street, Mangawhai based on the design of the original historic wharf.
- B. The Trustees hold the sum of \$100 and will, from or following the Operative Date, hold such sum together with all additions upon the trusts and with and subject to the powers and provisions expressed in this deed.
- C. This deed records the trusts upon which the Trust Fund is held.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this deed unless the context otherwise requires:

"**Chairperson**" means the chairperson of the Trust appointed under clause 11.

"**Charitable Purposes**" means every purpose which under the law of New Zealand is charitable.

"**deed**" means this deed of trust and includes all additions and amendments made pursuant to and in compliance with the relevant provisions of this deed.

"general meeting" means a general meeting of the Trustees, whether an annual general meeting or a special general meeting.

"KDC" means Kaipara District Council and its successors.

"MHRS" means Mangawhai Harbour Restoration Society Incorporated and its successors or any future substitute organisation which holds a responsibility for the health and wellbeing of the Mangawhai Harbour.

"NRC" means Northern Regional Council and its successors.

"Operative Date" is the date of this deed.

"Secretary" means the secretary of the Trust appointed under clause 11.3.

"Trust" means the trusts established by this deed and following the Trustees incorporating as a board under Part 2 of the Charitable Trusts Act 1957 shall also mean the corporate body so created.

"Trustees" means the trustees for the time being of the Trust and **"Trustee"** means a trustee of the Trust. Following incorporation as a board under Part 2 of the Charitable Trusts Act 1957 references to "Trustees" in this deed mean the corporate body so created and references to "Trustee" mean an individual board member of such corporate body.

"Trust Fund" means:

- (a) the sum of \$100 referred to in paragraph B of the Introduction being the initial capital acquired by the Trustees; and
- (b) all other moneys or property (both tangible and intangible) paid or transferred to or acquired by the Trustees to be held by them upon the trusts established by this deed; and
- (c) all income received from the property held by the Trustees upon the trusts established by this deed unless inconsistent with the context; and

- (d) all moneys invested and property from time to time representing the items mentioned in (a), (b) and (c) of this definition.

"working day" means any day other than a Saturday, Sunday or public holiday in Auckland.

Interpretation

1.2 In this deed:

- (a) where the context permits, the singular includes the plural and vice versa;
- (b) references to one gender include the other genders;
- (c) references to sections, clauses and schedules are references to sections and clauses in, and to schedules to, this deed, unless stated otherwise. Each such schedule forms part of this deed;
- (d) headings are inserted for guidance only and shall not govern the interpretation of the sections and clauses that they introduce;
- (e) all references to legislation are (unless stated otherwise) references to New Zealand legislation and include all subordinate legislation, any re-enactment of, or amendment to, that legislation and all legislation passed in substitution for that legislation;
- (f) where the context permits, references to a "person" include an individual, firm, company, corporation or unincorporated body of persons, any public authority, territorial or regional council, any government, and any agency of any government or of any such authority;
- (g) defined words and expressions bear the defined meaning throughout this deed including the Introduction.

2. ESTABLISHMENT OF TRUST AND APPLICATION OF THE TRUST FUND

- 2.1 The Trustees acknowledge and declare that the Trustees shall, with effect from the Operative Date, stand possessed of the Trust Fund in perpetuity upon the trusts and subject to the powers and discretions contained or implied in this deed.
- 2.2 The Trustees may in any year:
- (a) use or apply, or decide not to use or apply, all or any of the income of the Trust Fund for any of the purposes of the Trust;
 - (b) use or apply any capital of the Trust Fund for all or any of the purposes of the Trust without first using or applying the whole or any portion of the income of the Trust Fund for that year; and
 - (c) set aside reserves or accumulations for future use or application.
- 2.3 All actions of the Trustees under clause 2.2 shall at all times be subject to the provisions of this deed.

3. NAME OF TRUST

- 3.1 The name of the Trust shall be **MANGAWHAI HISTORIC WHARF TRUST** or such other name as the Trustees shall from time to time resolve to adopt for the Trust.
- 3.2 The trading name of the Trust shall be "**Mangawhai Wharf**"
- 3.3 The Trustees shall be entitled from time to time to adopt and utilise such additional or alternative names or brands for the Trust or part or parts of the Trust's activities.

4. PURPOSES OF THE TRUST

- 4.1 The Trustees shall hold the Trust Fund upon trust to pay or apply in New Zealand the capital and income of the Trust Fund in such amounts, at such times, and subject to such terms and conditions as the Trustees in accordance with the terms of this deed shall decide exclusively for all or any of the following purposes:

- (a) to promote, consent, fund, develop, construct, own and operate a re-established public wharf at Moir Street, Mangawhai, Northland based on the design of the original historic wharf, for the benefit of the public and in particular the Mangawhai community;
- (b) all things as are incidental or conducive to the attainment of the purposes described in clause 4.1(a)

being Charitable Purposes.

5. TRUSTEES

Number of Trustees

- 5.1 The Trustees of the Trust shall number not less than four and not more than six persons.
- 5.2 If there are at any time less than four Trustees the person or persons having the power to appoint Trustees shall act so as to increase the number of Trustees to at least four persons as soon as is reasonably practicable. The remaining Trustees shall be entitled to act until the number of Trustees is so increased and no act or decision of the Trust shall be called into question on such account.

Term of Appointment

- 5.3 Each Trustee shall be appointed for a term of two years and may be reappointed for two further terms of two years, a total of six years. Any appointment of a Trustee for more than three terms of two years shall be at the discretion of the respective appointing organisations set out clause 6.2 and any such further appointment shall be on a year by year basis. Such appointing organisations, for their respective appointees, shall be entitled, following consultation with the Trustees, to appoint any Trustee for a term which is less than the terms provided for in this clause 5.3.

Retirement and Reappointment

- 5.4 Each Trustee shall retire from office in the second year following the year of his/her appointment with effect from the date of the annual general meeting of the Trust in that year or other date as determined by the Trustees. Subject to clause 5.3 a retiring Trustee shall be eligible for reappointment.

6. APPOINTMENT OF TRUSTEES

Signatories

- 6.1 The persons named in this deed as Trustees shall be the initial Trustees of the Trust who shall remain in office until the second anniversary of the Operative Date unless they resolve to nominate an earlier date for Trustee appointments to commence in terms of clauses 6.2 and 6.3.

Power of Appointment of Trustees

- 6.2 From the second anniversary of the Operative Date or such earlier date nominated by the initial Trustees under clause 6.1 the power of appointment of Trustees shall be vested in the organisations set out below, as follows:
- (a) MHRS shall appoint two Trustees, who shall be members of MHRS;
 - (b) KDC shall appoint one Trustee;
 - (c) NRC shall appoint one Trustee;
 - (d) MHRS shall appoint the balance of the Trustees from the community of Mangawhai, who shall not be members of MHRS.

Default Appointment of Trustees

- 6.3 (a) in the event either or both of KDC or NRC fails for any reason to appoint their respective Trustees having had a reasonable opportunity to do so MHRS may make such appointments provided that no such appointees shall be members of MHRS;

- (b) in the event MHRS fails to appoint Trustees under clause 6.3(a) or clause 6.2(a) or (d) the power of appointment of Trustees shall be exercisable by the Trustees currently in office.

6.4 The timing of Trustee appointments shall be determined by the Trustees in order to achieve efficient transitions and compliance with the provisions of clause 5.

7. CESSATION OF OFFICE OF TRUSTEE

7.1 A Trustee shall cease to hold office and shall be deemed to have retired if that Trustee:

- (a) resigns by giving notice in writing to the Secretary; or
- (b) fails to attend three consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance; or
- (c) becomes of unsound mind or subject to an order under the Protection of Personal and Property Rights Act 1988 or whose property is managed by a trustee corporation under section 32 of that Act, or otherwise becomes unfit or unable to act as a Trustee; or
- (d) becomes insolvent or commits an act of bankruptcy or is an undischarged bankrupt; or
- (e) dies; or
- (f) is removed from office under clause 8; or
- (g) ceases, in the opinion of the person or persons having the power of appointment of Trustees, to hold the office, skills, qualifications or affiliation necessary to continue as a Trustee; or

- (h) has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last seven years; or
- (i) is convicted of an offence punishable by prison for a term of two years or more; or
- (j) has been convicted of an offence punishable by a term of imprisonment of less than two years and has been sentenced to imprisonment for that offence; or
- (k) is prohibited from being a director or promoter or being concerned or taking part in the management of a company under sections 382, 383 or 385 of the Companies Act 1993; or
- (l) is disqualified from being an officer of a charitable entity under section 31(4) of the Charities Act 2005.

7.2 A Trustee who has retired or has ceased to be a Trustee for any reason shall cease to be a Trustee immediately except for the purpose of carrying out the acts and deeds necessary for the proper vesting of the Trust Fund in the continuing and/or new Trustees, which acts and deeds shall be carried out at the expense of the Trust.

8. REMOVAL OF TRUSTEE

Power of Removal

8.1 A Trustee may at any time be removed as a Trustee by a resolution of all other Trustees if in the opinion of the other Trustees it is not in the best interests of the Trust for the Trustee concerned to remain in office.

9. TRUSTEES' POWERS

Promotion of Purposes and Powers

9.1 The Trustees shall promote the purposes of the Trust and shall act on the Trust's behalf and in particular and in addition to all other powers conferred by law the Trustees shall have the same powers as a natural person acting as beneficial owner of the Trust Fund

and such powers shall not be limited or restricted by any principle of construction or rule of law or statutory power or provision except as provided in this deed and otherwise to the extent that such is obligatory.

Exercise Powers Independently

- 9.2 None of the powers or authorities conferred on the Trustees by clauses 9.1 or otherwise shall be deemed subsidiary or ancillary to any other power or authority and the Trustees shall be entitled to exercise all or any of the said powers and authorities independently of any other or others of them. In the event of any ambiguity this provision shall be construed so as to widen and not restrict the powers of the Trustees provided however that at no time can any provision be construed so as to detract from the exclusively charitable objects and purposes of the Trust.

10. ADMINISTRATION OF THE TRUST AND REPORTING

Meetings

- 10.1 The Trustees shall meet to conduct business at such intervals as the Trustees may decide but not less frequently than six times in each year unless the Trustees resolve otherwise. The Trustees may invite to such meeting whatever other person or persons as the Trustees may decide will assist with their deliberations.

Voting

- 10.2 Except as expressly provided otherwise by this deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter. In the event of an equality of votes the Chairperson shall have a second or casting vote.

Resolution in Writing

- 10.3 A resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees. Any such resolution may be signed in counterpart and emailed responses by Trustees shall constitute a valid method of signing resolutions.

Convening Meetings

- 10.4 The Chairperson, Secretary or any two Trustees may at any time give notice convening a meeting of the Trustees. Such notice shall be given by post, facsimile or email to each Trustee at their last known address, facsimile number or email address at least 7 days before the date of the proposed meeting unless compliance with such period of notice is modified or waived by all Trustees. The notice shall state the time and place of the meeting and, in clear terms, the nature of the business to be transacted.

Quorum

- 10.5 The quorum for a meeting of the Trustees shall be two thirds of the Trustees then holding office or such other number adopted from time to time by a resolution of the Trustees then holding office.

Minutes

- 10.6 Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book or other permanent record to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded.

Meetings by Teleconference

- 10.7 The contemporaneous linking together of a quorum of the Trustees and the Secretary by teleconference (which may include a voice/visual link by telephone, video via internet or other media) shall constitute a meeting of the Trustees and the provisions of this clause as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
- (a) each Trustee, except in the case of urgency, shall be entitled to at least two days notice of such a meeting by teleconference and to be linked by the applicable media for the purposes of the meeting;
 - (b) each of the Trustees taking part in the meeting by teleconference must be able to hear each of the other Trustees taking part during the whole of the meeting;

- (c) at the commencement and conclusion of such meeting each Trustee must acknowledge his or her presence;
- (d) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so; and
- (e) a Trustee linked by the applicable media for the purposes of the meeting shall be conclusively presumed to have formed part of the quorum of such meeting throughout the meeting unless that Trustee obtains the express consent of the Chairperson to withdraw from such a meeting.

Minute of Proceedings

- 10.8 A minute of the proceedings of a meeting by teleconference under clause 10.7 shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairperson of the meeting.

Annual General Meeting of Trustees

- 10.9 The Trustees shall within four months or such longer period, being not longer than six months, of the end of each financial year of the Trust hold an annual general meeting of the Trust. The Secretary shall give not less than 14 days' notice of the annual general meeting to the Trustees. The business to be transacted at the annual general meeting shall be:
- (a) the receipt and approval of the financial statements of the Trust;
 - (b) the consideration and approval of a report on the Trust's activities for the previous financial year;
 - (c) consideration of the timing of appointment, including reappointment, of Trustees;
 - (d) the election of a Chairperson under clause 11.1;

- (e) the appointment of an auditor or reviewer of the Trust's financial statements;
and
- (f) special business of which notice in writing has been given to the Secretary at least 21 days prior to the date of the meeting.

The Secretary shall circulate a written agenda (including all special business) to the Trustees at least 7 days prior to the date of the meeting.

- 10.10 Following the annual general meeting of the Trustees copies of the financial statements and annual report/s shall be made available on the Trust's website (if established) together with notification of appointment and/or reappointment of Trustees.

Validity of Proceedings

- 10.11 All acts done by any meeting of Trustees or by any person acting as a Trustee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Trustee or Trustees or that any Trustee was for any reason disqualified from holding office as a Trustee or that there was accidental failure to comply with any of clauses 10.1 to 10.10 shall be as valid as if such Trustee had been duly appointed and was qualified to hold office as a Trustee and the requirements of clauses 10.1 to 10.10, had been complied with.

Delegation of Powers

- 10.12 The Trustees may delegate to any committee of Trustees or employee or contractor to the Trust, such of the powers and functions of the Trustees as the Trustees may decide except the power to borrow or raise money or give security of whatever kind or to purchase property or to lend or advance money by whatever means and in respect of any such delegation:
- (a) any committee of Trustees or employee or contractor acting under delegated power shall act in accordance with the terms of this deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation;

- (b) the Trustees may revoke wholly or partly any delegation of the powers or functions of the Trustees at any time;
- (c) subject to any directions given by the Trustees, any committee of Trustees or employee or contractor to which any powers of the Trustees have been delegated shall conduct its affairs as that committee or employee may decide; and
- (d) the Trustees may provide restrictions within which or rules by which such delegated powers are to be exercised.

Power to Co-opt

10.13 The Trustees may co-opt any person or persons to the Trust in an advisory or any special purpose capacity, for such term and on such terms and conditions as determined by the Trustees. Any such appointment:

- (a) shall not establish the appointee as a Trustee in terms of this deed;
- (b) shall not confer on the appointee the right to vote or to be counted to establish a quorum;
- (c) shall entitle the Trustee to exclude the appointee from any meeting or part of a meeting of the Trustees by notice in writing; and
- (d) shall not impose any legal or equitable duty or obligation on the appointee as is imposed on a Trustee except for a duty to comply with this deed as applicable, act as a co-opted person in the interests of the Trust and to at all times observe a duty of confidentiality in respect of any matter before the Trustees and, as applicable, the affairs of the Trust generally.

11. OFFICERS

Chairperson

11.1 The Trustees shall elect one Trustee to act as Chairperson of the Trustees and the following provisions shall apply to such election:

- (a) the term of office of Chairperson shall commence upon an election by the Trustees;
- (b) the Chairperson shall hold office for a term of two years from the date of election or until such earlier date which coincides with the Chairperson retiring by rotation as a Trustee, which shall be the date of the annual general meeting of the Trust in that year or other date as determined by the Trustees;
- (c) the election of the Chairperson shall be considered at each annual general meeting of the Trustees in compliance with clause 11.1(b); and
- (d) the Chairperson shall be eligible for re-election as Chairperson for further terms in compliance with clause 11.1(b).

Temporary Chairperson

11.2 In the absence or unavailability for any reason of the Chairperson the Trustees present shall elect one of their number to chair any meeting of the Trustees or temporarily undertake the duties of Chairperson.

Secretary

11.3 The Trustees shall appoint a Secretary who may be a Trustee, a volunteer or an employee of the Trust or may be contracted to the Trust.

12. FINANCE

Bank Account

- 12.1 The Trustees shall keep an account or accounts at such bank or banks or other institutions in New Zealand as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons as the Trustees decide from time to time.

Accounts

- 12.2 The Trustees shall cause financial statements for each year to be kept and audited in accordance with prudent practice applicable to charitable entities and in any event in compliance with the requirements of the Charities Act 2005.

Financial Year

- 12.3 The financial year of the Trust shall end on 30 June in each year or as otherwise determined by the Trustees from time to time.

13. INCORPORATION AND REGISTRATION

Application

- 13.1 The Trustees shall apply to incorporate as a board under Part 2 of the Charitable Trusts Act 1957 under the name of the Trust.

Incorporation as a Board

- 13.2 Upon incorporation all the powers, discretions, obligations and duties conferred on the Trustees by this deed or by law shall be conferred upon the Trustees as a trust board.

Common Seal

- 13.3 Following incorporation the Trustees shall obtain a seal and provide for its safe custody. The seal shall be affixed by the authority of the Trustees previously given to

any document requiring execution by the Trustees. Each such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.

- 13.4 No person dealing with the Trustees shall be bound or concerned to see or enquire as to the authority to affix the seal, or to enquire as to the authority under which any document was sealed or in whose presence it was sealed.

Charities Act Registration

- 13.5 The Trustees shall as soon as practicable after the execution of this deed apply for registration as a charitable entity under the Charities Act 2005.
- 13.6 As a registered charitable entity under the Charities Act 2005 the Trustees shall maintain such registration and comply with the applicable provisions of that Act on a continuous basis.

14. LIABILITY AND INDEMNITY OF TRUSTEES

No Liability of Trustees

- 14.1 No Trustee shall be liable for any loss to the Trust Fund unless attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against any other Trustee for any breach or alleged breach of trust committed by such Trustee.

Indemnity of Trustees

- 14.2 Each Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising from or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, unless such liability is attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

15. INTERESTED TRUSTEE

Disclosure of Interest

- 15.1 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, so as to properly inform the decision making process and shall not vote on any such matter. Except with the leave of the remaining Trustees any such interested Trustee shall not take any part whatever in any deliberations of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust.

Recording of Interest

- 15.2 A disclosure by an interested Trustee shall be recorded in the minutes of the meeting at which such disclosure is made. If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and such question is not resolved by that Trustee voluntarily agreeing to abstain from voting, such question shall be referred to the other Trustees and the other Trustees' ruling in relation to that Trustee shall be final and conclusive except in any case where the nature or extent of the interest of that Trustee has not been fully disclosed.

16. PECUNIARY PROFIT

No Private Pecuniary Profit

- 16.1 No private pecuniary profit may be made by any person from the Trust, except that:
- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
 - (b) the Trust may pay reasonable remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;

- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

Trustees to Comply with Restrictions

- 16.2 The Trustees, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

17. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS

Recipients Not to Influence Benefits

- 17.1 Notwithstanding anything contained or implied in this deed, any person who is:

- (a) a Trustee of the Trust; or
- (b) a shareholder or director of any company carrying on any business of the Trust; or
- (c) a settlor, trustee or board member of any trust or organisation which is a shareholder of any company carrying on any business of the Trust; or
- (d) an associated person (as defined by the Income Tax Act 2007) of any such settlor, trustee, or board member,

shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any

benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

Professional Account and Influence

- 17.2 A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause 17.
- 17.3 Nothing in this clause 17 shall prevent or restrict the Trustees from properly fulfilling or carrying out the purposes of the Trust.

18. OFFICE OF THE TRUST

- 18.1 The office of the Trust shall be at Mangawhai or such other place as the Trustees from time to time may decide.

19. ALTERATIONS OF TERMS OF DEED

- 19.1 The Trustees, being all the Trustees then holding office, may enter into a deed revoking, varying, or adding to any of the provisions of this deed, provided such revocation, variation, or addition does not:
- (a) detract from the purposes of the Trust;
 - (b) jeopardise the Trust's ability to retain its status as a charitable entity under the Charities Act 2005.

20. GOVERNING LAW

- 20.1 The Trust shall be governed by and construed in accordance with the laws of New Zealand.

21. WINDING UP

Winding Up


- 21.1 The Trustees shall wind up the Trust at any time if the Trustees decide, by the unanimous resolution of the Trustees, that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust.

Surplus Assets


- 21.2 On the winding up of the Trust all surplus assets, after payment of all costs, debts and liabilities shall be paid, applied or appropriated by the Trustees to a charitable entity within New Zealand for any Charitable Purposes which are the same or similar to the purposes of the Trust and in default of any such payment, application or appropriation as the High Court of New Zealand shall direct.

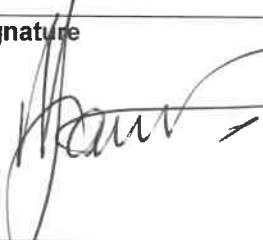
SCHEDULE 1

Trustees

Name	Signature	Witness
Howard Paul Johnston		Signature: <u>WM Leach</u>
		Occupation: <u>Solicitor</u> *
		Address: <u>194e Tern Point, Mangawhai</u>

Name	Signature	Witness
Colin David Leach	<u>C.D. Leach</u>	Signature: <u>WM Leach</u>
		Occupation: * <u></u>
		Address: <u>35 Cheviot Street, Mangawhai</u>

Name	Signature	Witness
Richard Thomas Gunson		Signature: <u>WM Leach</u>
		Occupation: * <u></u>
		Address: <u>2 Mangawhai Heads Road, Mangawhai</u>

Name	Signature	Witness
Roy Alfred Faris		Signature: <u>WM Leach</u>
		Occupation: <u>Building Surveyor</u> *
		Address: <u>71 Cheviot Street, Mangawhai Heads</u>

* Artist
Mangawhai

Attachment Two: Mangawhai Wharf Site

Record 17-10, Mangawhai Museum

Extracted from: <https://www.nz museums.co.nz/collections/3023/objects/812415/mangawhai-wharf-site>



Mangawhai Wharf original site found at the end of Moir Street, Mangawhai Village. 30th January 2003.

In 1880 finance was made available for a wharf to be built at Mangawhai landing at Mangawhai Village.

The successful application for 600 pounds from the Public Works Dept. by the Mangawhai Highway board, had been drawn up by Mr McDonald, C E Auckland.

Mr TW Webster was chairman at the time, and he and his Board members contacted Mr A Stewart to get the construction done.

In 19th February 1881 the Daily Southern Cross reported that the new wharf at Mangawhai was nearly complete and reflected great credit on the contractor Kenneth Stewart.

The main proportions of the wharf were:

330 feet long by a breadth of 10 feet.

Handrail along one side of it and a curb on the other side. Iron train rails were fixed on which a trolley or truck ran, for transporting goods either to be exported or for delivery of that which had arrived.

Across the far end of the wharf, a 'T' section was added. This was 40 feet by 19 feet. On this section a warehouse was built 34 feet by 19 feet was erected with a door that hung on rollers. The door was 10 feet wide by 8 feet high which gave room for cargo to be loaded directly from ship to safe storage.

In 1881 Mr Wilson was still Hotelier and also manager of The Store, where he was acting 'Wharfinger'. It was a booming trade as huge tonnage of Kauri gum was written up, passed through and loaded for export to Auckland. The wharf became a focal point for inland industries, involved in the export of goods and cargo. For passengers, travelling to Auckland, it was a huge improvement to all previous services that had meant rowing, then climbing from a dinghy to the cutter or schooner.

Attachment 3: Recollections

Stories of the old Wharf from Mangawhai Museum

Robert Reginald Wood.

Robert had just won the Mangawhai Beach School swimming championship. His trophy cup is on the rocks to his left.

The school would have the swimming sports at the Mangawhai wharf. Someone would be holding a rope at the end of the wharf so swimmers knew when to stop. Parents would be able to run along the wharf and cheer the swimmers on, during each race.

Memoirs

eHive # 20-11C

Memoirs and Letters - Alex Watts

Written by Alexander Watts, known as Alex, as requested by Mrs Woods (Thelma) of Mangawhai Historical Society. 29th October 1970. 5 pages. Original handwritten memoirs.

“ The Olsen’s were an old and respected family of Mangawhai and what a man Captain Olsen was. I have seen old ladies asking him to get them wool for knitting, gum diggers giving him their orders for special things and nearly everyone had something for Captain Olsen to get them every trip. He couldn’t have had much time for himself. Men are not born like that today.”

“Memories of Mangawhai” Page 2.

Oral History Interview

David Gardiner and Owen Bowmar interviewed by Helen Curreen and Elaine Taylor.

1/11/2005

at 20.30 on tape they say

“ Sports day had all sports including swimming. It was held behind the pub. Kids liked to ride the wharf trolley on it’s tracks while at the sports day.”

Oral History Interview

Harold Browne interviewed by Helen Jenny Gough
Date unknown.

“Kauri logs taken from The Tara and Cashmore’s Mill were hauled by bullock teams to the wharf, to later be taken by scows to Auckland. The logs were stored across the road from the Hotel”

Oral History Interview

Ian Cullen interviewed by Ivan Ulrich.
21/4/1996

“Gum was taken to the wharf after being bagged. Went on the ‘Kawau’ and other steamers each week”

Oral History Interview

Jane Vaughan interviewed by Peter Linnell
7/11/2008

“ We used to watch the speed boats racing up and down the estuary while standing on the wharf by the Pub during the Regattas” (held on the Mangawhai estuary during the 1950’s)
Photographs eHive# 17-58

Oral History Interview

Bibby Cotter interviewed by Helen Curreen.
24/10/2006

“Rosa (Christmann) was the wharfinger, and I think Miss Rountree came after her. There was a dear little office in the shed. Before the railway came, it was the only means of leaving Mangawhai. It was quite busy, the day the steamer arrived was quite an event and people used to go down to see it arrive and see who was coming, because passengers came on it to. They always had to wait to come in o full tide. I used to be down at the goods shed, but never remember seeing a lot of goods. I think it might have been that

when the steamer arrived and people expecting goods were abating for them with a horse and cart for farm things and groceries. The groceries would only be for the store and the hotel. The hotel would buy in bulk. I can remember the first time ice arrived at the hotel, they bought an ice chest and on the top shelf it had a big block of ice to keep it cool and dripped down the back somehow. The block of ice used to arrive on the steamer once a week, It came from Auckland. It used to be wrapped in sacking and canvas but it seemed to last.

The steamer had a long gangway from the wharf, so it was quite a way off the wharf because of the channel. I used to walk up the gangway, the wharf wasn't really that long really, but it seemed long to me. It had a trolley arrangement on rails, and of course the kids used to ride on it. I used to ride on it while it was pushed by one of the boys."

"Children used to fish and swim off the wharf. I wish I could do that, round the front of the wharf was quite deep while the tide was in, and the boys used to jump off there and swim."

"The Moir Family lived there (Moir's Point) and one of the daughters was Tossie Moir and she used to row the ferry every day, bringing the children over to school, every day without fail no matter what how rough it was or how wet, Tossie would come with her boat. It was longer than a dingy that she would row. There were several families living there, she would bring them and she'd go straight across (to Black Swamp Road) and there were a couple of families there too. They lived near the water's edge, one was a Maori family the Pirimona's and the Watts. She'd pick up the children from there and bring them to the wharf."

Our Memories of the Mangawai Wharf during 1940's...

By Ivan Ulrich, assisted by Judith Brown.

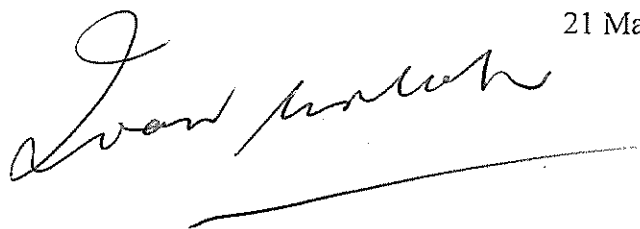
At high tide we walked from the Mangawai Beach School (site of present Anglican church on what used to be 'Old Waipu Road' in the 1940's), now Molesworth Drive. in crocodile file under the stern eye of Headmaster Mr Maingay. We walked. along to the wharf for our swim & swimming instruction. The girls changed in the shed nearest the bank while the boys used the shed at end of wharf.

We swam from wharf landing & steps to the shore. Everyone learnt to swim all be it dog paddle.at first, then progressing to beginners certificate (25yds half way back to shore; Learners 50yds back to steps; merit 220 yds, up to the one mile certificate) At 220 yds the children were allowed to dive off front of wharf. This was judged on water entry, and ability to surface within a tyre tube tied about 5yards from wharf.

Pastimes included trolley rides up & down wharf on rails, some children riding, other pushing..School nature study trips to sandhills using Ted Watts launch to cross harbour were an annual event.. Here thousands of seabirds of varying types nested. For school projects eggs were collected, children competing for most varieties. We were taught to look carefully before putting feet down so eggs & chicks weren't stood on. On community sports days the 'slippery pole' very well greased with fat, lard etc was very popular attracting much competition to reach end. The pole pointed from wharf towards Moirs Pt.. Boat regattas were an annual event. (Lofty Blomfield had a top speeded boat) there were hydrofoils yacht & launches racing. Regular steamers & launches coming & going/ provided interest. .Fishing was popular from front of wharf. Several varieties were caught. Spear fishing for flounder, netting, gathering pipis and cockles provided a pleasant past time and a much needed food source for old and young.

Our beautiful clean sandy beach had a deep channel, clear visibility, with no obstacle or mud. No mangroves in sight to hinder water activities .The wharf and beach were in constant use, people arriving by boat, horse, .bicycle ,car or foot.

21 March 2018

A handwritten signature in cursive script, reading 'Ivan Ulrich', with a long horizontal line underneath it.

APRIL 2018.

To whom it may concern

My name is Richard Bull and I was born in 1941, the youngest of four children. We lived on the southern shores of Mangawhai Harbour which played a significant role in our lives.

Living on a farm on the southern side of the harbour on a road which was not always usable, especially during winter, a dinghy often provided essential transport. And the harbour was our playground.

I was about 6 years old when I was given an old 8 foot dinghy that we regularly painted with tar to keep it afloat. I learnt to swim at a young age by being pushed out of the boat into deep water by my brother.

I was really fortunate to be taken under the wing of Mr Dick Clarke, a bachelor who lived next door in his little shack. He had worked on sailing ships from a young age and had ended up working on the local gum fields. He taught me to row with ease and how to use the tides to my advantage. So, in the weekends and holidays we fished, collected shell fish and rowed over the harbour to visit some of Mr Clarke's old mates. (I still remember the stale tea sweetened up with condensed milk.) I would use the tides to row up the tributaries of Mangawhai Harbour. There being no mangroves I was able to venture well inland, seeing things one wouldn't see from the land.

The focal point of the harbour was Mangawhai Wharf. We often tied up to the wharf to go to the village to collect goods.

The wharf was where all the school water activities took place. Swimming lessons, distance certificates, life saving training and diving lessons off the end of the wharf. The big shed was used for assembling the children for instruction and as a changing room; the small shed at the beginning of the wharf was used as a boys' changing room. The school swimming sports day was a great occasion with parents and children gathered on the wharf to watch the races which ran down the side of the wharf. Afternoon tea was held in the big shed after prize giving.

The wharf was also the centre-point for a hugely popular open sports days with swimming, rowing, yachting and power boat racing.

Scows brought fertiliser up to the wharf area where they beached to enable fertiliser to be carted to Crown Land which was being developed in the Mangawhai and Hakaru areas. I also remember that on a couple of occasions cattle were transported in this way for the newly developed Crown Farms.

For me, as a young boy, Mangawhai, the Mangawhai Harbour and the sand dunes were an intrinsic part of my formative years and were the best playground any child could have had. I was so fortunate to have been in the right place at the right time.

My recall of the wharf in Mangawhai was firstly when I was probably 4 or 5 and my Grandfather used to take me to the wharf to fish.

Later when I was at Tara Road School we used to go down to the wharf and have our swimming sports. There was also a greasy pole to walk out on or have a pillow fight while balancing astride of it. Lots of fun when the tide was in.

In the late 1950's I helped my father take out the piles that supported the wharf as it was dismantled. A lot of the piles had borer in them and some rotted off completely.

Jim Wintle

My Relationship with the Harbour

Hi my name is Lynne Prictor (nee Schutt) born and raised in Mangawhai since 1964. I am a direct descent of the Ngati Wai tribe, my ancestors also travelled into the inlet for seafood gathering, and numerous other activities, and my Grandfather was a whaler who rode from Oakura in the North to behind the Hen & Chickens.

The wharf was pulled down some years prior to my birth, however we as children with my brothers and sisters, spent many a day swimming in and around the old wharf pylons, catching fish, marvelling at the abundant sea horses, eating the oysters off the rocks, catching snapper, king fish and stingray from the banks of Kanui were a given weekly chore. . The channels were much deeper then an access for us was floating down in the outgoing currents, from Kainui Street where we had a Bach for 60 plus years.

I also lived down the bottom of Clarke road with a hand made diving board in the banks which we spent many hours swimming in the deep pools, my sister trained her race horses on the hard white sand on the west side of insley street, and we swam and jumped of the old cause way bridge, if you look at now you would not recognise any of these areas because of the population of mangroves which were not there in our day, we also ran across the sand to school. I have an intimate affair with the harbour spending numerous days and years floundering the sandy shores from the village to the sand hills, collecting pipis and cockles and picking lupin on the east side of the sand hills. We also spent many hours on the out tide below the tavern fossicking amongst the old crockery and bottles left from years gone by.