

**BEFORE THE NORTHLAND REGIONAL COUNCIL HEARINGS
COMMISSIONER**

IN THE MATTER of an application under section 88 of the Resource Management Act 1991 (Act)

AND an application by Doug's Opuā Boatyard for resource consents relating to the redevelopment of the existing boatyard located at 1 Richardson Street, Opuā, and an ancillary application to vary conditions in the Interesting Projects Ltd (Great Escape Yacht Charters) resource consent.

**COMMENTS ON PROPOSED CONDITIONS OF CONSENT BY BRETT
LEWIS HOOD ON BEHALF OF DOUG'S OPUA BOATYARD (DOBY)**

Dated this 31ST day of August 2020

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Introduction

1. This supplementary statement is a response to the proposed conditions of consent provided by Mr Hartstone to the Commissioner on 28 August 2020.
2. While I am in general agreement with most of the proposed conditions, there are three conditions that I fundamentally disagree with, and several other minor amendments.
3. The minor amendments are self-explanatory and otherwise covered by comments within the tracked changes document **attached**. However, the three conditions that I fundamentally disagree with require further explanation. These are:
 - Condition 31
 - Condition 34
 - Condition 51

Condition 31

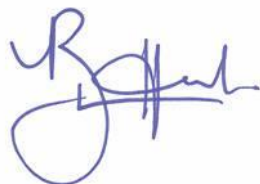
4. In my view, condition 31 is impractical (i.e. unlocking and locking the gate at specified times 7 days a week), and it otherwise misses the point that the primary purpose of the wharf was and still is for boat maintenance activities, a yacht charter business (GEYC), and (now) two proposed marina berths. The proposed restriction on unfettered public access at DOBY is less restrictive than other such facilities in Northland, including the boat maintenance wharf facility and the marina at Opuia.
5. As covered in my evidence, the NZCPS and regional plans identify specific circumstances where public access should be restricted. The DOBY activities are entirely consistent with these.
6. I remain of the view that proposed Condition 31 advanced by Ms Prendergast in her legal submissions is appropriate, with a minor amendment to the hours specified.

Condition 34

7. As outlined in my evidence, in my opinion this condition is unnecessary, unworkable, does not serve a practical purpose, and should be deleted. I say that for two reasons:
- Given the evidence of Mr Wilson that the FNDC discharge from the upper catchment contains high metal concentrations, there will be no way of knowing for sure whether subsequent potential increases in metal concentrations are related to that discharge rather than it having anything to do with DOBY; and
 - The only way that sediments could be contaminated from future DOBY discharges would be from the Stormwater 360 discharges. These discharges will be monitored as per other proposed conditions of this consent.
8. As an aside, I note that the FNDC discharge consent has no conditions relating to sediments, and some rather vague and virtually unenforceable conditions relating to water quality. Proposed Condition 34 is completely inequitable in that respect.

Condition 51

9. Condition 51 seeks to limit maintenance dredging to once a year. However, the reality is that maintenance dredging occurs when it is needed rather than on a predetermined timetable. In my opinion this condition should be deleted on the basis that it is not practical and otherwise serves no purpose.



Brett Lewis Hood

Dated this 31st day of August 2020