



NAPIER
CITY COUNCIL
Te Kaunihera o Ahuriri



HASTINGS
DISTRICT COUNCIL

Coastal Hazards

MEMORANDUM OF TRANSITION

Between

HASTINGS DISTRICT COUNCIL

NAPIER CITY COUNCIL

HAWKE'S BAY REGIONAL COUNCIL

TABLE OF CONTENTS

1.	Parties	3
2.	Background	3
3.	Definitions and Interpretation	4
4.	Proposal	5
5.	Reasons for the Proposal	5
6.	Scope of HBRC Coastal Hazards Adaptation Activities	6
7.	Asset Transfer	6
8.	Significance and Engagement Policies	8
9.	Establishment of Advisory Committee	9
10.	Process for Resolving Objections	9
11.	Review	10
	Schedule One: Advisory Committee Terms Of Reference	12
	Schedule Two: Indicative Timeline	18

1. PARTIES

1.1 Hastings District Council (“HDC”)

1.2 Napier City Council (“NCC”)

1.3 Hawke’s Bay Regional Council (“HBRC”)

(each a “Party” and together the “Parties”)

2. BACKGROUND

2.1 The Clifton to Tangoio Coastal Hazards Strategy 2120 (“Strategy”) has been in development since late 2014. It has been advanced as a collaborative project between the Parties, the Maungaharuru-Tangitu Trust, Mana Ahuriri Incorporated and the Heretaunga Tamatea Settlement Trust. To date, Strategy development has been jointly and equally funded by the Parties.

2.2 Work under the Strategy has developed recommended projects to adapt to coastal hazards risks within the project area. In the short to medium term the recommended projects generally involve beach renourishment to offset erosion losses and to build-up the beach crest to mitigate risks of overtopping and inundation, and the construction of coastal structures to reduce erosion losses. In the longer term, managed retreat has been recommended in some areas. Significant capital and operational expenditure is required to implement the proposed works.

2.3 The Parties commissioned Raynor Asher QC to prepare a report (“Report”) delivering non-binding recommendations on the issue of which of the Parties should lead and fund these projects. Following the recommendations in the Report, the Parties have agreed in principle that HBRC takes charge of all aspects of adapting to coastal hazards risks on the Clifton to Tangoio coast. This involves HBRC undertaking a significant new activity, and necessitates HBRC amending its long-term plan in accordance with the special consultative procedure, as required by section 16 LGA.

2.4 The Triennial Agreement provides for expanded consultation requirements in addition to the section 16 LGA process. HBRC has complied with these requirements, including having informed Central Hawke’s Bay District Council and Wairoa District Council of the Proposal, provided them with an opportunity to respond, and fully considered their submissions and representations.

2.5 This Memorandum provides an agreement in principle between the Parties to facilitate the transition of functions and transfer of asset with respect to coastal hazards adaptation in the Clifton to Tangoio Coastal area. The Parties enter into this Memorandum to:

- (a) clarify and agree the roles and responsibilities of the Parties for adapting to the impacts of coastal hazards affecting Napier City and the Hastings District, and implementing the Clifton to Tangoio Coastal Hazards Strategy;

- (b) identify the assets proposed to be transferred between the Parties, and the process for transferring those assets, to give effect to the agreed roles and responsibilities;
- (c) satisfy the requirements of the Triennial Agreement; and
- (d) Support HBRC in its long-term plan amendment to give effect to the Proposal without the matter being submitted to mediation or determination by the Minister under section 16 LGA.

3. DEFINITIONS AND INTERPRETATION

3.1 **Definitions:** In this Memorandum, unless the context indicates otherwise:

Business Day means any day excluding Saturdays, Sundays and statutory public holidays in Wellington and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year.

Clifton to Tangoio Coastal Area means the coastal area from Clifton to Tangoio, encompassing the Bay View and Haumoana Littoral Cells and associated coastal settlements.

Clifton to Tangoio Coastal Hazards Strategy or **Strategy** means the Clifton to Tangoio Coastal Hazards Strategy 2120, as modified novated, supplemented, varied or replaced.

Coastal Hazards Assets means all existing coastal hazard mitigation and adaptation assets and renourishment programmes (including any associated resource consents) held or managed by NCC and HDC and as particularised in clauses 7.3 and 7.4.

LGA means the Local Government Act 2002.

Minister means the Minister of Local Government.

Proposal is as defined in clause 4.1.

Significance and Engagement Policy means each of the Parties' significance and engagement policies adopted under section 76AA LGA.

Triennial Agreement means the Hawke's Bay Region's Triennial Agreement for the Triennium October 2019 – 2022.

3.2 **Interpretation:** In this agreement, unless the context indicates otherwise:

- (a) clause and other headings are for ease of reference only and will not affect this agreement's interpretation;
- (b) references to the singular include the plural and vice versa; and

- (c) the term includes or including (or any similar expression) is deemed to be followed by the words without limitation.

4. PROPOSAL

4.1 Subject to HBRC's adoption of an amendment to its long-term plan in accordance with section 16 LGA, the Parties record their agreement that:

- (a) HBRC will take charge of adapting to coastal hazards risks on the Clifton to Tangoio coast, including adopting and implementing the Clifton to Tangoio Coastal Hazards Strategy, as outlined in clause 6.
- (b) HDC and NCC will transfer their assets relevant to mitigating and adapting to the impacts of coastal hazards affecting Napier City and the Hastings District to HBRC, as outlined in clause 7.
- (c) An advisory committee formed by elected representatives of the Parties and Tangata Whenua will be established, as outlined in clause 9.

4.2 The Parties further agree to:

- (a) Use best endeavours to resolve objections in accordance with clause 10.
- (b) Jointly and equally fund the continued development and implementation of the Strategy until 1 July 2024, when funding has been implemented for physical works under the Strategy in HBRC's long-term plan.

5. REASONS FOR THE PROPOSAL

5.1 The framework under the LGA allows each of the Parties to conduct natural hazard adaptation activities. The Parties have a general obligation to collaborate and cooperate, and the legislation leaves it open to local authorities, both territorial and regional, to cooperate and allow one council to have the controlling role in an area of common jurisdiction.

5.2 There is a recognition by the Hawke's Bay public of a need for coastal hazards adaptation action on an integrated basis. An integrated approach to the whole Clifton to Tangoio coastline is needed rather than an approach focussed on territorial authority boundaries.

5.3 HBRC has experience in managing river flooding hazards in the Hawke's Bay region, and is best suited to respond to coastal hazards and the setting of rates for these activities. This is best undertaken by an authority with pan-jurisdictional reach and a regional frame of reference.

5.4 The establishment of the Advisory Committee with representatives from each of the Parties and including Iwi representation would strengthen HBRC's performance of the coastal

hazard adaptation activities, through HDC and NCC's understanding of the ratepayers on their coastlines, their history of dealing with their coastal areas, and their knowledge of the infrastructure.

6. SCOPE OF HBRC COASTAL HAZARDS ADAPTATION ACTIVITIES

6.1 HBRC will, in accordance with section 16 LGA, propose an amendment to its long-term plan to take charge of all aspects of the adapting to coastal hazards in the Clifton to Tangoio Coastal Area, including:

- (a) the adoption of the Clifton to Tangoio Coastal Hazards Strategy and the implementation of the Strategy once adopted;
- (b) in accordance with the Clifton to Tangoio Coastal Hazards Strategy, deciding on projects and works to be undertaken and maintained to build resilience to the effects of coastal hazards;
- (c) making all decisions about rating for these works and collecting those rates, including deciding which ratepayers should pay and in what amounts and proportions; and
- (d) the control of all maintenance of Coastal Hazards Assets.

6.2 For the avoidance of doubt:

- (a) The Proposal does not change the consenting, planning and related responsibilities of the Parties under the Resource Management Act 1991.
- (b) The Proposal does not alter responsibilities or encompass works or activities under the Civil Defence and Emergency Management Act 2002.

7. ASSET TRANSFER

7.1 The Parties agree in principle that the Coastal Hazard Assets shall be transferred to HBRC, to facilitate the integrated and coordinated management of coastal hazards risks.

7.2 This transfer shall only become effective upon the parties agreeing to suitable terms, which will thereafter become known as the Coastal Hazard Asset Transfer Agreement ("**Coastal Hazard Asset Transfer Agreement**"). The date of transfer will align with HBRC's adoption of its 2024 - 2034 long-term plan ("**Transfer Date**").

7.3 The following NCC Coastal Hazard Assets shall be included in the transfer to HBRC under the Coastal Hazard Asset Transfer Agreement:

Asset	Current Funding Mechanism	Capital Cost	Operational Cost	Outstanding Debt	Notes
Westshore beach erosion	HB land endowment reserve	Nil	\$275,000	0	Annual opex cost
Westshore nearshore restoration	HB land endowment reserve	Nil	\$275,000	0	Tri-annual opex cost
Hardinge Road erosion	HB land endowment reserve	\$325,290		0	Bi-annual capital cost
Hardinge Road structure	HB land endowment reserve	\$498,053		0	Existing asset

- 7.4 The following HDC Coastal Hazard Assets shall be included in the transfer to HBRC under the Coastal Hazard Transfer Agreement:

Asset	Rate	Capital Cost	Outstanding Debt	Annual Interest and Debt Repayment	Total Budgeted Opex
Clifton Revetment	General rate	\$1,408,987	\$1,116,000	\$70,200	\$50,000
Cape View Corner	General rate	\$644,067	\$600,000	\$37,800	
Waimārama Sea Wall	Targeted Rate (90%)	\$197,262	\$175,481	\$25,000	

- 7.5 NCC and HDC agree that, up until the transfer of the Coastal Hazard Assets, they will consult with HBRC before making any commitments to new coastal hazard mitigation assets or renourishment programmes which are not included in clauses 7.3 and 7.4 above. The purpose of this consultation shall be to determine whether, and on what conditions, HBRC will support the new coastal hazard mitigation asset or renourishment programme being transferred in accordance with clause 7.6.
- 7.6 Any coastal hazard mitigation assets and renourishment programmes, including any associated resource consents, that are owned by HDC and NCC before the Transfer Date and which are not included in clauses 7.3 and 7.4 above, may also be transferred to HBRC in accordance with the terms in clause 7.8 below and as agreed by the Parties.
- 7.7 The Parties agree that, to the extent possible, the terms of the Coastal Hazard Transfer Agreement will ensure rate neutrality: The Parties will endeavour to ensure that there will be no additional cost to any ratepayer arising solely from the transfer of the Coastal Hazard Assets.

- 7.8 The Coastal Hazard Transfer Agreement shall provide:
- (a) that the transfer shall be at no cost to HBRC, but will include any outstanding debt on the assets as at the Transfer Date;
 - (b) for the assumption by HBRC of responsibility for funding arrangements for the Coastal Hazard Assets necessary to meet the objective of rate neutrality, as agreed between the Parties; and
 - (c) that the assets and liabilities to be transferred must include all amounts and items that properly ought to be treated as being of the same character, irrespective of how they may be described in the accounts or records of NCC and HDC.
- 7.9 NCC and HDC agree to maintain the Coastal Hazard Assets and pay any annual interest and debt repayments up to the Transfer Date in full accordance with the operational budgets and asset management plans confirmed and in effect as of the date of this Memorandum.
- 7.10 Prior to the Transfer Date, NCC and HDC must each provide a written undertaking confirming that the assets being transferred from their respective ownership have been constructed, maintained and monitored in accordance with any and all resource consents issued under the Resource Management Act 1991 and the requirements of any relevant Long Term Plan and/or Asset Management Plan. The assets will not be transferred to HBRC until such time that the required undertakings are received.
- 7.11 The Coastal Hazard Transfer Agreement may provide such warranties as to the Coastal Hazard Assets, including any liability arising in connection with those assets, as is agreed between the Parties.

8. SIGNIFICANCE AND ENGAGEMENT POLICIES

- 8.1 **HBRC:** The Proposal involves HBRC undertaking a “significant new activity” as that term is defined in section 16 of the LGA. In accordance with the requirements of its Significance and Engagement Policy and the LGA, HBRC will use the special consultative procedure to propose an amendment to its long-term plan.
- 8.2 **HDC:** The transfer of HDC’s current coastal hazard assets, associated debt and operating costs have been considered against its Significance and Engagement Policy and are considered to be of low significance and no engagement with the community is required. HDC has confirmed that a special consultative process will not be required to enable the transfer of these assets. The maintenance and financing costs of the Waimarama Sea Wall are collected by way of a targeted rate (90%) and consultation with that community will be required in conjunction with the HBRC consultative process.
- 8.3 **NCC:** As NCC’s coastal hazard assets are not specifically identified as a ‘Strategic Asset’ within its Significance and Engagement Policy, NCC has confirmed that a Special Consultative Procedure is not required to enable the transfer of these assets to HBRC. The transfer of the

assets, associated debt and operating costs are considered as a matter of moderate interest to a portion of the community and of general interest to the wider community. NCC intends to inform the wider community of the matter through its Annual Plan 2022/23 process. Affected parties, including Whakarire Ave Residents will be consulted with in conjunction with the HBRC consultative process. The maintenance costs of the Whakarire revetment will be collected by way of a targeted rate (2.5%) and consultation with that community will be required in conjunction with the HBRC consultative process.

9. ESTABLISHMENT OF ADVISORY COMMITTEE

- 9.1 The Parties agree to establish a Coastal Hazards Advisory Committee ("**Advisory Committee**"), formed by elected representatives of the Parties and Tangata Whenua.
- 9.2 The primary function of the Advisory Committee is to provide advice to and support for HBRC in undertaking its coastal hazards adaptation functions.
- 9.3 The Terms of Reference for the Advisory Committee is provided in **Schedule One** to this Memorandum. Any amendments to the Terms of Reference may be agreed between the Parties up until the establishment of the Advisory Committee.

10. PROCESS FOR RESOLVING OBJECTIONS

- 10.1 The Parties have agreed in principle to the Proposal, but acknowledge that disagreements may arise regarding aspects of the Proposal.
- 10.2 **Best Endeavours:** Parties agree to use best endeavours to achieve agreement on the Proposal without it being submitted to mediation or Minister determination under section 16 LGA.
- 10.3 **Spirit of Co-operation:** The Parties must at all times act in a spirit of co-operation and collaborative working. Each Party will use its best endeavours to act under the principle of no surprises with each other in relation to their respective interests and the matters covered by this memorandum.
- 10.4 **First Dispute Resolution Meeting:** A Party may, at any time when there is a disagreement relating to the Proposal, give written notice to the other Parties specifying the subject matter of the disagreement and requiring that the Parties meet within 10 Business Days after delivery of the written notice, to attempt to resolve the disagreement.
- 10.5 **Second Dispute Resolution Meeting:** If a disagreement is not resolved in the First Dispute Resolution Meeting, the Parties must agree to meet within 10 Business Days of the First Dispute Resolution Meeting, to continue to resolve the matters in dispute.
- 10.6 **Mediation:** If the parties to the Dispute fail to resolve the Dispute in accordance with clause 10.4 or 10.5, or if a party to the Dispute fails or refuses to attend the Dispute Resolution Meeting or Second Dispute Resolution Meeting, any Party may submit the matter to Mediation in accordance with section 16(4) LGA. In the event of any submission to Mediation:

- (a) **Status:** the mediator will not be acting as an expert or as an arbitrator;
- (b) **Procedure:** the mediator will determine the procedure and timetable for the Mediation; and
- (c) **Costs:** the parties involved in the Dispute will share equally the cost of the Mediation.

10.7 If the Mediation is unsuccessful, any of the Parties may ask the Minister to make a binding decision on the proposal in accordance with section 16(6) of the LGA.

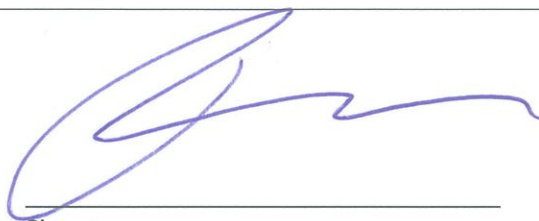
11. REVIEW

11.1 This Memorandum may be altered with the written consent of the Parties.

11.2 The Parties agree to review this document at the conclusion of HBRC's consultation process, with the intention that any agreement reached between the Parties at the conclusion of the section 16 LGA process is recorded in an updated agreement executed by the Parties.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of **Hawke's Bay Regional Council** under delegated authority by:



Signature

James Palmer

Name

Chief Executive

Title

SIGNED for and on behalf of **Hastings District Council** under delegated authority by:



Signature

Nigel Buckle

Name

Chief Executive

Title

SIGNED for and on behalf of **Napier City Council** under delegated authority by:



Signature

Adele Henderson

Name

Acting Chief Executive

Title

Terms of Reference for the Coastal Hazards Advisory Committee

1. Definitions

For the purpose of these Terms of Reference:

“**Act**” means the Local Government Act 2002.

“**Administering Authority**” means Hawke’s Bay Regional Council.

“**Coastal Hazards Strategy**” means the Coastal Hazards Strategy for the Hawke Bay coast between Clifton and Tangoio. For the avoidance of doubt the Strategy is in development as of the date of this Terms of Reference.

“**Council Member**” means a representative appointed by a Partner Council.

“**Hazards**” means natural hazards with the potential to affect the coast, coastal communities and infrastructure over the next 100 years, including, but not limited to, coastal erosion, storm surge, flooding or inundation of land from the sea, and tsunamis; and includes any change in these hazards as a result of sea level rise.

“**Advisory Committee**” means the group known as the Coastal Hazards Advisory Committee set up to support the Hawke’s Bay Regional Council to undertake its agreed functions with respect to coastal hazards avoidance and adaptation.

“**Member**” in relation to the Advisory Committee means each Council Member and each Tangata Whenua Member.

“**Partner Council**” means one of the following local authorities: Hastings District Council, Napier City Council and Hawke’s Bay Regional Council.

“**Tangata Whenua Appointer**” means:

The trustees of the Maungaharuru-Tangitū Trust, on behalf of the Maungaharuru-Tangitū Hapū;

Mana Ahuriri Incorporated, on behalf of Mana Ahuriri Hapū;

Heretaunga Tamatea Settlement Trust, on behalf of the hapū of Heretaunga and Tamatea.

“**Tangata Whenua Member**” means a member of the Advisory Committee appointed by a Tangata Whenua Appointer

2. Name and status of Committee

- 2.1 The Advisory Committee shall be known as the Coastal Hazards Advisory Committee.
- 2.2 The Advisory Committee is a joint committee under clause 30(1)(b) of Schedule 7 of the Act.

3. Partner Council Members

- 3.1 Each Partner Council shall appoint two Council Members and one alternate to the Advisory Committee.
- 3.2 Each Partner Council must appoint at least 1 elected member to the Advisory Committee.
- 3.3 Each Partner Council must make any appointment and notify all Tangata Whenua Appointers and Partner Councils in writing of the appointment.

4. Tangata Whenua Members

- 4.1 Each Tangata Whenua Appointer may appoint up to two members to the Advisory Committee.
- 4.2 Each Tangata Whenua Appointer must make any appointment and notify all Tangata Whenua Appointers and Partner Councils in writing of the appointment.

5. Purpose of Terms of Reference

- 5.1 The purpose of these Terms of Reference is to:
 - i. Define the role and functions of the Advisory Committee; and
 - ii. Provide for the administrative arrangements of the Advisory Committee as detailed in Appendix 1.

6. Functions

- 6.1 The Advisory Committee shall support the Hawke's Bay Regional Council to undertake its agreed functions with respect to coastal hazards avoidance and adaptation by fulfilling the following functions:
 - i. Providing a forum for constructive dialogue between Tangata Whenua and the Partner Councils on coastal hazards avoidance and adaptation.
 - ii. Responding to requests from the Hawkes Bay Regional Council for advice and commentary on specific topics relevant to coastal hazards avoidance and adaptation, which may include:
 - a. Effective engagement with Tangata Whenua;
 - b. Effective engagement with ratepayers and communities;
 - c. Funding arrangements;
 - d. Rate payer equity and affordability;
 - e. Socio-economic considerations;

- f. Environmental considerations;
 - g. Central Government interaction; and
 - h. Engaging in the development of and interpreting any relevant policies, plans and legislation.
- 6.2 For the avoidance of doubt the Advisory Committee has no delegated authority to make decisions for or on behalf of any other entity.

7. Remuneration

- 7.1 Each Partner Council shall be responsible for remunerating its representatives on the Advisory Committee and for the cost of those persons' participation in the Advisory Committee.
- 7.2 The Administering Authority shall be responsible for remunerating the Tangata Whenua Members.

8. Meetings

- 8.1 The Hawke's Bay Regional Council standing orders will be used to conduct meetings as if the Advisory Committee were a local authority and the principal administrative officer of the Hawke's Bay Regional Council or his or her nominated representative were its principal administrative officer.
- 8.2 The Advisory Committee shall hold all meetings at such frequency, times and place(s) as agreed for the effective performance of its functions.
- 8.3 Notice of meetings will be given well in advance in writing to all Advisory Committee Members, and not later than one month prior to the meeting.
- 8.4 The quorum shall be 6 Members, provided that at least one Partner Council Member is present from each Partner Council.

9. Voting

- 9.1 Where voting is required to confirm a position or advice of the Advisory Committee, all Members of the Advisory Committee have full speaking rights.
- 9.2 Each Member has one vote.
- 9.3 Best endeavours will be made to achieve decisions on a consensus basis.
- 9.4 The Chairperson at any meeting does not have a deliberative vote and, in the case of equality of votes, has no casting vote.
- 9.5 Where consensus is not reached on a position or advice of the Advisory Committee, the outcome of voting and the reasons for the lack of consensus shall be reported to the Hawke's Bay Regional Council.

10. Election of Chairperson and Deputy Chairperson

- 10.1 On the formation of the Advisory Committee the members shall elect an Advisory Committee Chairperson and may elect up to two Deputy Chairpersons. The Chairperson is to be selected from the group of Council Members.
- 10.2 The mandate of the appointed Chairperson or Deputy Chairperson ends if that person through resignation or otherwise ceases to be a member of the Advisory Committee.

11. Independent Facilitation

- 11.1 Any matter or matters being considered by the Advisory Committee may be referred by the Chair for independent facilitation.
- 11.2 Where a matter is referred for independent facilitation:
- i. A sub-committee of the Advisory Committee shall be established, with at least one Tangata Whenua Member and at least one member from each Partner Council.
 - ii. The subcommittee shall identify and assess candidates to undertake the facilitation and develop recommendations to the Advisory Committee to appoint a preferred candidate.
 - iii. The Advisory Committee shall receive and consider the subcommittee's recommendation and confirm an appointment.
 - iv. The appointment may be made for a set duration (e.g. for 12 months) or on a task specific basis.
- 11.3 The role of independent facilitator is to assist the Advisory Committee to consider, debate and reach resolution on specified matters.
- 11.4 The independent facilitator shall act in every respect as an independent and neutral third party and shall have no voting or decision-making functions.

12. Reporting

- 12.1 All reports to the Committee shall be presented via the Technical Advisory Group¹ or from the Committee Chairperson.
- 12.2 Following each meeting of the Advisory Committee, the Project Manager appointed by the Administering Authority shall prepare a brief summary report of the business of the meeting and circulate that report, for information to each Member following each meeting. Such reports will be in addition to any formal minutes prepared by the Administering Authority which will be circulated to Advisory Committee representatives.
- 12.3 The Technical Advisory Group shall ensure that the summary report required by 12.2 is also provided to each Partner Council for inclusion in the agenda for the next available Council meeting. A Technical Advisory Group Member shall attend the relevant Council meeting to speak to the summary report if requested and respond to any questions.

¹ A description of the Technical Advisory Group and its role is included as Appendix 1 to these Terms of Reference.

13. Good faith

- 13.1 In the event of any circumstances arising that were unforeseen by the Partner Councils, the Tangata Whenua Appointers, or their respective representatives at the time of adopting this Terms of Reference, the Partner Councils and the Tangata Whenua Appointers and their respective representatives hereby record their intention that they will negotiate in good faith to add to or vary this Terms of Reference so to resolve the impact of those circumstances in the best interests of the Partner Councils and the Tangata Whenua Appointers collectively.

14. Variations to these Terms of Reference

- 14.1 Any Member may propose a variation, deletion, or addition to the Terms of Reference by putting the wording of the proposed variation, deletion or addition to a meeting of the Advisory Committee.
- 14.2 Amendments to the Terms of Reference may only be made with the approval of all Members.

15. Recommended for Adoption by

- 15.1 The Coastal Hazards Strategy Advisory Committee made up of the following members recommends this Terms of Reference for adoption to the three Partner Councils:

Napier City Council represented by:

Appointed by NCC resolution [date]

Hastings District Council represented by:

Appointed by HDC resolution [date]

Hawke's Bay Regional Council represented by:

Appointed by HBRC resolution [date]

Maungaharuru-Tangitū Trust represented by:

Mana Ahuriri Trust represented by:

Heretaunga Tamatea Settlement Trust represented by:

Appendix 1 - Administering Authority and Servicing

The administering authority for the Advisory Committee is Hawke's Bay Regional Council.

Until otherwise agreed, Hawke's Bay Regional Council will cover the full administrative costs of servicing the Advisory Committee.

A technical advisory group ("**TAG**") will service the Advisory Committee.

The TAG will provide for the management of the project mainly through a Project Manager. TAG will be chaired by the Project Manager and will comprise senior staff representatives from each of the participating councils and other parties as TAG deems appropriate from time to time. TAG will rely significantly on input from coastal consultants and experts.

The Project Manager and appropriate members of the TAG shall work with stakeholders. Stakeholders may also present to or discuss issues directly with the Advisory Committee.

Functions of the TAG include:

- Contributing technical expertise
- Providing technical oversight.
- Coordinating agency inputs particularly in the context of the forward work programmes of the respective councils.
- Ensuring council inputs are integrated.

SCHEDULE TWO: INDICATIVE TIMELINE

- 11.1 The Parties agree the following indicative timeline for implementing the matters set out in this Memorandum:
- (a) HDC will undertake targeted consultation in relation to the proposed transfer of responsibilities for the Waimarama Sea Wall to HBRC. The outcome of consultation shall be reported back to the Parties by **31 May 2022**.
 - (b) HBRC will initiate a public consultation process in accordance with section 82A of the LGA to seek feedback on the Proposal. HBRC shall seek to conclude this consultative process by **30 September 2022**.
 - (c) The Clifton to Tangoio Coastal Hazards Strategy Joint Committee shall recommend a final proposed Clifton to Tangoio Coastal Hazards Strategy to HBRC by **31 March 2023**.
 - (d) The Parties shall prepare and execute the Asset Transfer Agreement by **31 July 2023**.
 - (e) HBRC shall to give effect to the Proposal in accordance with sections 16 (including requirements to notify the Minister of Local Government) and 93B to 93G of the LGA and the requirements of HBRC's Significance and Engagement Policy, and confirm funding arrangement for implementing physical works under the Strategy through its 2024 – 2034 Long Term Plan.
 - (f) The Clifton to Tangoio Coastal Hazards Strategy Joint Committee shall be disestablished on **30 June 2024**.
 - (g) The Advisory Committee shall be established from **1 July 2024**.
 - (h) The transfer of assets in accordance with the Asset Transfer Agreement shall occur by **1 July 2024**.