

# Appendix 7

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# MARLBOROUGH DISTRICT COUNCIL

## MOORING MANAGEMENT BYLAW 2011

The Marlborough District Council ~~hereby makes~~ by resolution makes the following Bylaw to be called the Marlborough District Council Mooring Management Bylaw 2011 pursuant to the powers contained in Section 684B of the Local Government Act 1974, and any other Act or authority ~~in any way~~ enabling the Council ~~in that behalf~~ to make this Bylaw.

### 1.0 Title & Commencement

1.1 This Bylaw is the ~~Marlborough District Council~~ Mooring Management Bylaw 2011.

1.2 This Bylaw ~~shall come~~ into force on the same day as ~~any~~ Plan Change 21 to the ~~in respect of the~~ Marlborough Sounds Resource Management Plan ~~which provides for Moorings Management Areas becomes is made~~ operative ~~in terms of the Resource Management Act 1991~~ if it provides for Mooring Management Areas.

1.3 It is an offence not to comply with ~~the provisions of~~ this Bylaw.

### 2.0 Areas ~~Within Which~~ Where this Bylaw Applies

2.1 This Bylaw applies to all areas ~~which in terms of~~ the Marlborough Sounds Resource Management Plan ~~have been zoned~~ identified as Moorings Management Areas.

### 3.0 Definition of Terms

3.1 In this Bylaw, unless the context otherwise requires:

Council includes any person or committee acting under delegation from the Council

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Licence means a mooring licence.

Licensee means the holder of a licence.

Management Plan means any management plan prepared and adopted by the Moorings Manager for application to Moorings Management Areas. Specific Management Plans may be adopted for specific Moorings Management Areas.

Moor means the securing of any vessel by attachment to a rope chain or other connective device which in turn is fastened to a weight or screw on the seabed but the temporary securing of a vessel utilising an anchor is not included.

Mooring means:

- (a) Any weight or article placed in or on the foreshore or seabed for the purpose of securing a vessel; and
- (b) Includes any wire, rope, chain, buoy or other device attached or connected to the weight; but
- (c) Does not include an anchor that is normally removed with the vessel when it leaves the site or anchorage.

Moorings Management Area or Moorings Management Areas means ~~such area or areas as are zoned within~~ identified in the Marlborough Sounds Resource Management Plan as a Moorings Management Area in terms of such Plan or Waka Mooring Management Area.

Moorings Manager means the person appointed by Marlborough District Council to exercise the powers authority of Moorings Manager under this Bylaw ~~and all relevant associated legislation.~~

Owner means the person who is for the time being responsible for the management of the vessel.

Rules means Rules made by the Moorings Manager ~~pursuant to~~ under this Bylaw.

Vessel includes any ship, recreational craft whether driven by power, sail or otherwise and any floating structure.

#### 4.0 **Placement of Moorings**

4.1 Subject to clause 4.2, No person may place a mooring in any Moorings Management Area

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~~unless such person has been issued~~ without a licence issued by the Moorings Manager ~~enabling authorising~~ the placement of ~~such the~~ mooring.

4.2 ~~Nothing in this Bylaw derogates from any lawful mooring activity expressly authorised by a resource consent.~~

5.0 **Maintenance of Moorings**

5.1 ~~Every person who is the holder of a licence allowing the placement of a mooring in a Moorings Management Area shall~~ A licensee must at all times:

- (a) ~~Meet-Comply with~~ all of the conditions, terms and requirements in the licence concerning the use, control, for maintenance, supervision and replacement of ~~such the~~ mooring ~~as may be contained in the licence;~~
- (b) ~~Meet and e~~Comply with ~~all of the requirements of~~ any Management Plan or Rules; and
- (c) Comply with all other reasonable directions issued by the Moorings Manager for the use, control, maintenance, supervision and replacement of ~~such a~~ mooring ~~on the basis that such directions by the Moorings Manager shall be in writing unless the exigencies of the situation require an oral notice to be given.~~

6.0 **Mooring of Vessels**

6.1 No person may moor or permit any vessel to be moored in any Moorings Management Area ~~unless such person has been issued with~~without a licence ~~by the Moorings Manager enabling the mooring of such vessel in such Area~~authorising that vessel to use the mooring.

6.2 Every person who is the holder of a licence allowing a vessel to be moored in a Moorings Management Area ~~shall~~ must at all times:

- (a) ~~Meet-Comply with~~ all of the conditions, terms, requirements for mooring, vessel placement, vessel safety and otherwise ~~as may be contained~~ in the licence;
- (b) ~~Meet and e~~Comply with all of the requirements of any Management Plan or Rules; and
- (c) Comply with all other reasonable directions issued by the Moorings Manager relating to the mooring of such vessel ~~on the basis that such directions by the Moorings Manager shall be in writing unless the exigencies of the situation require an oral notice to be given.~~

7.0 **Terms of Mooring Licence**

7.1 A mooring licence is required for each component being authorises:

- (a) The placement of the a mooring;
- (b) The mooring of a vessel to the mooring.

7.2 The conditions of any mooring licence issued by the Moorings Manager may include but are not limited to:

- (a) The design and specifications of the mooring;
- (b) The precise location of the mooring;
- (c) The type of anchoring device;
- (d) The type of mooring structure which is to be attached to the anchoring device;
- (e) The type of buoy or float;
- (f) The markings or colours required on any part or parts of the mooring structure;
- (g) The size and type of any vessel which may be attached to the mooring;
- (h) The manner in which any vessel shall be attached to the mooring;
- (i) That the licence holder shall comply with the terms of any Rules or Management Plan.

7.3 The Moorings Manager shall not grant any may decline an application for a licence for a mooring unless if satisfied that:

- (a) There is inadequate space in the Moorings Management Area for the proposed mooring; and/or
- (b) The proposed mooring is not of a design and specifications and of a type as to make economical efficient use of water space while maintaining safety.
- (c) Any other reasonable ground for refusing a licence exists.

7.4 The Moorings Manager must in processing applications for licences, as far as reasonably practicable, give priority to any existing mooring consent holders under the Resource Management Act.

7.5 Every mooring licence ~~shall~~ must include the following terms and conditions:

- (a) ~~A term that the licence shall end expires~~ on the 30th day of June ~~next~~ following the date on which the licence ~~was~~ issued, ~~but on the basis that Unless the Moorings Manager determines otherwise, the licence shall be automatically renewed for a further term of one year commencing on the 1st day of July next following expiry and shall thereafter continue on a with rolling one year terms basis unless and until terminated by the Moorings Manager;~~
- (b) ~~A term that the holder of the licence shall must pay all reasonable licence fees as shall be determined by Marlborough District Council in terms of the Local Government Act 2002 Part 6 Subpart 3; Such fees shall not be unfairly discriminatory against any particular licensee and shall be of uniform application according to reasonable classifications;~~
- (c) ~~A term that Neither Marlborough District Council nor the Moorings Manager nor any of Council's employees or agents shall be responsible for any damage or loss that may arise to any vessel or property associated with any vessel where that vessel is within a Moorings Management Area including loss or damage whether consequential or otherwise that may arise out of negligence;~~
- (d) ~~An acknowledgement and acceptance by That the licensee accepts that the whole of the mooring swing circle shall must not be exclusive to the licensee and that there will may be some overlap of the swing circle by another or other swing circles adjoining.~~
- (e) The Moorings Manager may terminate a licence for non-compliance with this Bylaw or any Management Plan or Rule provided at least 15 working days notice is given and the non-compliance is not remedied within that notice period.

## 8.0 Sublicensing

8.1 A licensee may temporarily assign the benefit of a license to another person provided:

- (a) Written notification is given to the Moorings Manager;
- (b) There are no outstanding fees;
- (c) This Bylaw has been complied with;

(d) The party to whom the licence is assigned provides a signed acknowledgement of the responsibility of that person to comply with the terms of the licence and that the Moorings Manager is satisfied that the transferee is an appropriate person with a vessel appropriate to the mooring authorised by the licence;

(e) The administrative fee relating to the assignment is paid.

## 9.0 Transfers

9.1 A licensee may permanently transfer the benefit of a licence to another person provided:

(a) Written notification is given to the Moorings Manager;

(b) There are no outstanding fees;

(c) The transferee accepts in writing the obligation to comply with the conditions, terms and requirements of the licence;

(d) The Moorings Manager is satisfied that the person is an appropriate person to have a licence including having a vessel of an appropriate type and size for the mooring authorized for licence;

(e) The administration fee relating to the transfer is paid.

## Quantification of Reasonable Fees

~~7.5— The reasonable fees which Marlborough District Council shall be entitled to recover shall be such as to allow a fair and proper recovery of all costs incurred or likely to be incurred by Council in relation to the particular Moorings Management Area and shall include:~~

~~— (a) — A fair allowance for overheads including overheads associated with staff, contractors and others required to be engaged by Council;~~

~~— (b) — A fair allowance for insurances;~~

~~— (c) — A fair allowance for administration.~~

## 108.0 Rules and Management Plan

108.1 (a) The Moorings Manager may make ~~such~~ Rules or may adopt ~~such a~~ Management Plan as the Moorings Manager ~~shall~~ considers fair, reasonable, necessary or appropriate for the management of the Moorings Management Area or for such other reasonable purposes ~~as may be~~ associated with administration of the Moorings Management Area;

- (b) Such Rules or Management Plan shall when made or varied be posted to each Licensee at that Licensee's last known address ~~and shall be deemed to have been received by such Licensee.~~

### 119.0 Administrative Matters

- 119.1 (a) The holder of any mooring licence shall be responsible for compliance with this Bylaw in respect of any mooring or vessel to which the Licence relates and in the event of any non compliance with the Bylaw such Licensee ~~shall have~~ has committed an offence notwithstanding the fact that some other person or persons may have also committed such an offence.

- ~~(b) The Moorings Manager may prescribe forms for use under this Bylaw.~~

### 12.0 Right to objection hearing

- 12.1 Any licensee or prospective licensee dissatisfied with any decision of the Moorings Manager under this Bylaw including decisions on the content of any Management Plan or Rules, may object in writing to the Council within 15 working days of notification of the decision. That objection must be heard. The Council may set its own procedure for hearing and determining the objection.

- 12.2 The decision of the Council must be given in writing and is a final determination of the objection.

### 13.0 Fees

- 13.1 The Marlborough District Council may from time to time set fees for any licence or administrative act under this Bylaw and the fees shall be fixed under the Local Government Act 2002.

- 13.2 Without limitation the Marlborough District Council may recover its reasonable and actual costs incurred or likely to be incurred in relation to a mooring management area individually or collectively with other mooring management areas including:

- (a) Overheads including overheads associated with staff, contractors, management;  
(b) Insurance;  
(c) Administration.



## MARLBOROUGH DISTRICT COUNCIL

### MOORING MANAGEMENT BYLAW 2011

The Marlborough District Council by resolution makes the following Bylaw to be called the Mooring Management Bylaw 2011 pursuant to the powers contained in Section 684B of the Local Government Act 1974, and any other Act or authority enabling the Council to make this Bylaw.

#### 1.0 Title & Commencement

1.1 This Bylaw is the Mooring Management Bylaw 2011.

1.2 This Bylaw comes into force on the same day as Plan Change 21 to the Marlborough Sounds Resource Management Plan is made operative if it provides for Mooring Management Areas.

1.3 It is an offence not to comply with this Bylaw.

#### 2.0 Areas Where this Bylaw Applies

2.1 This Bylaw applies to all areas in the Marlborough Sounds Resource Management Plan identified as Moorings Management Areas.

#### 3.0 Definition of Terms

3.1 In this Bylaw, unless the context otherwise requires:

*Council* includes any person or committee acting under delegation from the Council

*Licence* means a mooring licence.

*Licensee* means the holder of a licence.

*Management Plan* means a management plan prepared and adopted by the Moorings Manager for application to Moorings Management Areas. Specific Management Plans may be adopted for

specific Moorings Management Areas.

*Moor* means the securing of any vessel by attachment to a rope, chain or other connective device which in turn is fastened to a weight or screw on the seabed but the temporary securing of a vessel utilising an anchor is not included.

*Mooring* means:

- (a) Any weight or article placed in or on the foreshore or seabed for the purpose of securing a vessel; and
- (b) Includes any wire, rope, chain, buoy or other device attached or connected to the weight; but
- (c) Does not include an anchor that is normally removed with the vessel when it leaves the site or anchorage.

*Moorings Management Area or Moorings Management Areas* means areas identified in the Marlborough Sounds Resource Management Plan as a *Moorings Management Area* or *Waka Mooring Management Area*.

*Moorings Manager* means the person appointed by Marlborough District Council to exercise the powers of Moorings Manager under this Bylaw.

*Owner* means the person who is for the time being responsible for the management of the vessel.

*Rules* means Rules made by the Moorings Manager under this Bylaw.

*Vessel* includes any ship, recreational craft whether driven by power, sail or otherwise and any floating structure.

#### 4.0 **Placement of Moorings**

4.1 Subject to clause 4.2, no person may place a mooring in any Moorings Management Area without a licence issued by the Moorings Manager authorising the placement of the mooring.

4.2 Nothing in this Bylaw derogates from any lawful mooring activity expressly authorised by a resource consent.

#### 5.0 **Maintenance of Moorings**

- 5.1 A licensee must at all times:
- (a) Comply with all of the conditions, terms and requirements in the licence concerning the use, control, maintenance, supervision and replacement of the mooring;
  - (b) Comply with any Management Plan or Rules; and
  - (c) Comply with all other reasonable directions issued by the Moorings Manager for the use, control, maintenance, supervision and replacement of a mooring.

6.0 **Mooring of Vessels**

6.1 No person may moor or permit any vessel to be moored in any Moorings Management Area without a licence authorising that vessel to use the mooring.

6.2 Every person who is the holder of a licence allowing a vessel to be moored in a Moorings Management Area must at all times:

- (a) Comply with all of the conditions, terms, requirements for mooring, vessel placement, vessel safety and otherwise in the licence;
- (b) Comply with all of the requirements of a Management Plan or Rules; and
- (c) Comply with all other reasonable directions issued by the Moorings Manager relating to the mooring of such vessel .

7.0 **Terms of Mooring Licence**

7.1 A licence authorises:

- (a) The placement of a mooring;
- (b) The mooring of a vessel to the mooring.

7.2 The conditions of a mooring licence may include but are not limited to:

- (a) The design and specifications of the mooring;
- (b) The precise location of the mooring;

- (c) The type of anchoring device;
  - (d) The type of mooring structure to be attached to the anchoring device;
  - (e) The type of buoy or float;
  - (f) The markings or colours required on any part or parts of the mooring structure;
  - (g) The size and type of any vessel which may be attached to the mooring;
  - (h) The manner in which any vessel shall be attached to the mooring;
  - (i) That the licence holder shall comply with the terms of any Rules or Management Plan.
- 7.3 The Moorings Manager may decline an application for a licence for a mooring if satisfied that:
- (a) There is inadequate space in the Moorings Management Area for the proposed mooring;  
or
  - (b) The proposed mooring is not of a design and specifications and of a type as to make efficient use of water space while maintaining safety;
  - (c) Any other reasonable ground for refusing a licence exists.
- 7.4 The Moorings Manager must in processing applications for licences, as far as reasonably practicable, give priority to any existing mooring consent holders under the Resource Management Act.
- 7.5 Every mooring licence must include the following terms and conditions:
- (a) That the licence expires on the 30th day of June following the date on which the licence is issued. Unless the Moorings Manager determines otherwise, the licence automatically renews for a further term of one year commencing on the 1st day of July following expiry and continue with rolling one year terms until terminated by the Moorings Manager;
  - (b) That the holder of the licence must pay all licence fees determined by Marlborough District Council in terms of the Local Government Act 2002 Part 6 Subpart 3;
  - (c) Neither Marlborough District Council nor the Moorings Manager nor any of Council's

employees or agents shall be responsible for any damage or loss that may arise to any vessel or property associated with any vessel where that vessel is within a Moorings Management Area including loss or damage whether consequential or otherwise that may arise out of negligence;

- (d) That the licensee accepts that the whole of the mooring swing circle must not be exclusive to the licensee and that there may be some overlap of the swing circle by another or other swing circles adjoining.
- (e) The Moorings Manager may terminate a licence for non-compliance with this Bylaw or any Management Plan or Rule provided at least 15 working days notice is given and the non-compliance is not remedied within that notice period.

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- (c) This Bylaw has been complied with;
- (d) The party to whom the licence is assigned provides a signed acknowledgement of the responsibility of that person to comply with the terms of the licence and that the Moorings Manager is satisfied that the transferee is an appropriate person with a vessel appropriate to the mooring authorised by the licence;
- (e) The administrative fee relating to the assignment is paid.

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9.1 A licensee may permanently transfer the benefit of a licence to another person provided:

- (a) Written notification is given to the Moorings Manager;
- (b) There are no outstanding fees;
- (c) The transferee accepts in writing the obligation to comply with the conditions, terms and requirements of the licence;
- (d) The Moorings Manager is satisfied that the person is an appropriate person to have a licence including having a vessel of an appropriate type and size for the mooring authorized for licence;
- (e) The administration fee relating to the transfer is paid.

## **10.0 Rules and Management Plan**

- 10.1 (a) The Moorings Manager may make Rules or may adopt a Management Plan as the Moorings Manager considers fair, reasonable, necessary or appropriate for the management of the Moorings Management Area or for such other reasonable purposes associated with administration of the Moorings Management Area;
- (b) Such Rules or Management Plan shall when made or varied be posted to each Licensee at that Licensee's last known address.

**11.0 Administrative Matters**

- 11.1 (a) The holder of any mooring licence shall be responsible for compliance with this Bylaw in respect of any mooring or vessel to which the Licence relates and in the event of any non compliance with the Bylaw such Licensee has committed an offence notwithstanding the fact that some other person or persons may have also committed such an offence.
- (b) The Moorings Manager may prescribe forms for use under this Bylaw.

**12.0 Right to objection hearing**

- 12.1 Any licensee or prospective licensee dissatisfied with any decision of the Moorings Manager under this Bylaw including decisions on the content of any Management Plan or Rules, may object in writing to the Council within 15 working days of notification of the decision. That objection must be heard. The Council may set its own procedure for hearing and determining the objection.
- 12.2 The decision of the Council must be given in writing and is a final determination of the objection.

**13.0 Fees**

- 13.1 The Marlborough District Council may from time to time set fees for any licence or administrative act under this Bylaw and the fees shall be fixed under the Local Government Act 2002.
- 13.2 Without limitation the Marlborough District Council may recover its reasonable and actual costs incurred or likely to be incurred in relation to a mooring management area individually or collectively with other mooring management areas including:
- (a) Overheads including overheads associated with staff, contractors, management;
- (b) Insurance;
- (c) Administration.

# Appendix 8

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**DECISION OF COMMISSIONER**

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**APPLICANT:** **Waikawa Bay Bulk Moorings**

**SITE OF APPLICATION:** Waikawa Bay, Inner Queen Charlotte Sound

**PROPOSAL:** New coastal permits for 180 existing and 6 new swing moorings in Waikawa Bay

**CONSENTS APPLIED FOR:** Coastal Permit



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## TERMS

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For the sake of convenience, these terms are the same terms (with necessary modifications) as used in the decision on PC 21.

**MBMA** Means Marlborough Berth and Mooring Association.

**MDC** Means Marlborough District Council.

**MEA (A)** Means Marina Extension Area A in Waikawa Bay otherwise referred to as marina zone extension area northwest as shown in **Figure 1** in the PC 21 decision

and which is a new part of the CMA proposed to have a Marina Zoning. The MEA (A) is approximately 8ha.

- MEA (B)** Means that existing part of the CMA zoned 'Marina Zone' under the Plan but which is presently undeveloped also referred to as the northeast marina zone extension (see **Figure 1** in the PC 21 decision). MEA (B) is approximately 7ha.
- MMA** Means a mooring management area (including the Waka MMA) and refers to any or all of the mooring management areas in Waikawa Bay proposed by PC 21.
- MMA (1)** Means the proposed mooring management area north of MEA (A) at approximate grid points 18 and 25 in **Figure 1A** in the PC 21 decision.
- MMA (2)** Means the mooring management area closest to the existing MEA (B) or marina zone northeast and at approximate grid references 32 and 36 in **Figure 1A** in the PC 21 decision.
- MMA (3)** Means the proposed mooring management area extending from the breakwater on Waikawa Bay to Beeches Bay/Wharetukura Bay, approximately located in grid number 33 in **Figure 1A** in the PC 21 decision.
- MMB** Means the proposed Mooring Management Bylaw.
- PMNZ** Means Port Marlborough New Zealand Limited.
- The Plan** Means the Marlborough Sounds Resource Management Plan which is a composite regional coastal plan, regional plan and district plan.
- Waka MMA** Means the waka mooring management area adjacent to the Arapawa Boating Club as shown in **Figure 1** in the PC 21 decision.

**Note:** It may seem curious that that part of the CMA not zoned 'Marina Zone' referred to as Marina Zone extension area north west is called MEA (A) and the undeveloped but already zoned part of the CMA is called MEA (B). The reason for this is that PMNZ proposed sequential development in PC 21 with development occurring first in MEA (A).

*It is emphasised the MEA (A) and MEA (B) are defined in terms of their spatial extent in PC 21 and not their spatial extent in draft applications for resource consent disclosed by PMNZ as part of its case on the bulk applications. While the spatial extent of these areas differ between PC 21 and the draft applications (see **Appendix I** attached), the difference is not great. The nomenclature in PC 21 is used for convenience to assist readers of both the decision on PC 21 and the bulk applications. The parties to both PC 21 and the bulk applications are likely to have an interest in both documents.*

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## INTRODUCTION AND EXECUTIVE SUMMARY

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1. This decision relates to an agglomeration of applications for coastal permits for swing moorings in Waikawa Bay. These applications are collectively referred to as 'the bulk applications'.
2. The bulk applications were heard on 28-29 April 2008 and adjourned by consent. The terms of the adjournment are recorded in a minute dated 16 February 2008. The bulk applications were adjourned to enable an exploration of a 'bay wide' solution to various issues concerning use of the CMA for mooring recreational boats. The adjournment was sought at the instigation of PMNZ and this was ultimately supported by all applicants. During the adjournment PMNZ championed the exploration of a 'bay wide' solution. That exploration was to include:
  - (a) Consultation with the stake holders;
  - (b) Applications using the appropriate resource management mechanisms to institute the 'bay wide' solution; and
  - (c) Determination of the applications in (b) above.
3. The exploration of the 'bay wide' solution took longer than anticipated. Ultimately the 'bay wide' solution took the form of an application for a private plan change by PMNZ known as PC 21. PC 21 was an application to change the Marlborough Sounds Resource Management Plan. It was accompanied by a proposal for the making of a Mooring Management Bylaw. The MMB provided for a licencing system to achieve more efficient and effective management of swing moorings.
4. This decision is released contemporaneously with the decision on PC 21 and should be read with it. That will ensure that the context is fully understood.
5. There are 186 applications for coastal permits. 180 are for existing moorings (see **Appendices A, B and H**). These were further categorised by PMNZ as

categories A – D as set out in table 1 below (see **Appendix H**). The unconsented number on **Appendix H** is 188 (i.e. 19 + 10 + 130 + 29).

**Table 1**

Category	Description	Count
A	Consented mooring, inner Waikawa Bay	10
B	Applicant – north west extension area	19
C	Application – north east extension outside marina zone	10
D	Application – outside marina extension areas	130
E	Applicant – marina zone	29

6. The categories are also shown pictorially in **Appendix I**. This decision uses the PMNZ categorisations.
7. The outcome of this decision in summary is that:
  - (a) All individual applications for coastal permits making up the bulk applications are granted coastal permits except for U060961 and U060118;
  - (b) The conditions of consent are set out in **Appendix G** (with the relevant 'blanks' to be filled for each individual coastal permit) with the relevant coordinates to be inserted in **Appendix A**, or if not listed in **Appendix A**, as contained within the application;
  - (c) The term of consent is five years or one year after PC 21 is approved by MDC under Schedule 1, whichever is the earlier except those specifically listed at the end of this decision in Table 3. The latter have a term of 10 years or one year after the Plan is amended to include the mooring within an MMA, whichever is the earlier.

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## BRIEF HISTORY OF MOORINGS IN WAIKAWA BAY

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8. Waikawa Bay is one of the most intensively used parts of the CMA in Marlborough for recreational boat moorings. Presently boat mooring is of two types. Mooring within the Waikawa Bay marina facility, and mooring using swing moorings. The Waikawa Bay marina covers approximately 17ha of the CMA and is operated by PMNZ. It accommodates 600 vessels. In addition there are numerous moorings within Waikawa Bay, some associated with property interests in Waikawa Bay and some not.
9. The bulk mooring applications are not all for existing moorings but most are. The majority of existing moorings are located within what can be termed the head of Waikawa Bay (see **Appendix C**).
10. Historically coastal permits for swing moorings have been granted on an *ad hoc* basis in response to individual applications. It is the cumulative effects of the swing mooring applications that are of significance in assessing whether the objective of sustainable management in the RMA is achieved, rather than the effects of single moorings. Fortunately, the expiry of a significant number of existing coastal permits has enabled a 'big picture' assessment of these cumulative impacts and what is needed in the future to manage the legitimate expectations of existing consent holders to ongoing consents but in a manner that is sustainable.

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## PARTIES

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11. The list of applicants and their attendance at the hearing or representation is shown in **Appendix J**. Most applicants (106) were represented by Simon Gaines. All applicants represented by Simon Gaines were members of MBMA.

12. There were only two submitters in opposition to the bulk applications. These submitters were PMNZ and R & LV Crawshaw. Only PMNZ presented evidence and submissions at the hearing on their submission in opposition. In some cases there were submissions to individual applications noting concerns regarding conflicts between individual moorings because of overlapping swing circles.
13. PMNZ's role at the hearing had two dimensions:
  - (a) A commercial dimension associated with its desire to expand its marina facilities into MEA (A) and MEA (B) and consequently to ensure that no swing mooring was granted consent that would interfere with that objective;
  - (b) A public interest dimension associated with maintaining navigational safety, avoiding conflict between swing moorings and ensuring efficient allocation of the CMA.
14. A s.42A report was provided by MDC's resource management officer, Bruno Brosnan.<sup>1</sup>
15. A number of individual applicants were self-represented.

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## **MAIN ISSUES IN CONTENTION**

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16. There were six significant issues in contention as follows:
  - (a) Whether the 'bay wide' solution should be explored before a determination of the bulk applications (issue 1);
  - (b) Whether the proposed moorings U060961 and U060118 should be refused on navigational safety grounds (issue 2);
  - (c) The classification of applications for moorings within the Marina Zone and Coastal Marine 1 Zone (issue 3);

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<sup>1</sup> See s.42A report dated 25 October 2007.

- (d) The cumulative effects of the bulk applications and specifically:
  - (i) Cumulative effects on efficient allocation of space;
  - (ii) Cumulative effects on amenity including proximity to the Waikawa Bay reserve and foreshore;
  - (iii) Effects of conflicts between the swing arcs of moorings (issue 4);
- (e) Whether individual applications for swing moorings within the Marina Zone, or that may touch the area of operation, a marina in the Marina Zone MEA (B) should be refused consent (issue 5);
- (f) The conditions of consent including duration of any coastal permits granted (issue 6).

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#### **PMNZ'S POSITION AT HEARING**

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- 17. To explain PMNZ's position, it is necessary to set out some policy and environmental context.
- 18. MME (B) is in the Plan and zoned Marina Zone. It represents a part of the CMA where PMNZ wishes to expand its Waikawa Bay marina facility. It is now apparent that the Marina Zone provides little indication of the acceptability of activities associated with marina development in MEA (B). This was not apparent at the time of the hearing of the bulk applications. An assumption (on my part) was made that because that part of the CMA was zoned Marina Zone, the provisions of the plan had a policy bias towards marina development in MEA (B). That is not the case and more detail as to the reasons for this are supplied in the decision on Waikawa Bay PC 21. My initial incorrect assumption about the planning effect of the marina zoning (in MEA (B)) can be somewhat excused because:
  - (a) The same assumption was made by many others; and



- (b) Others have found the comprehension of the Plan's policy framework as it relates to the Marina Zone difficult. For example Sarah Dawson, a planner on behalf of PMNZ, said at paragraph 18 of her SOE on the bulk applications:

"Through my overview of the resource consent applications and AEE for the Waikawa marina extensions recently prepared by Boffa Miskell's Wellington office, I have spent a considerable amount of time endeavouring to understand the status of marinas in the Marina and Coastal Marine 1 Zones of the Sounds Plan. This has also not been a straightforward exercise, even within the Marina Zone which specifically provides for marina activities."

Ms Dawson goes on to note that the discretionary classification of the component activities for marina within the Marina Zone *indicates that they require careful control.*

19. PMNZ identified significant demand for marina facilities and did not intend to limit itself to expansion into MEA (B). It also wished to expand into MEA (A). That part of the development is shown in dark green on the north western side of Waikawa Bay in **Appendix I**.
20. It is emphasised the MEA (A) and MEA (B) are defined in terms of their spatial extent in PC 21 and not their spatial extent in draft applications for resource consent disclosed by PMNZ as part of its case on the bulk applications. While the spatial extent of these areas may differ between PC 21 and the draft applications, the difference is not great. I have used the nomenclature in PC 21 for convenience to assist readers of both the decision on PC 21 and the bulk applications. The parties to both PC 21 and the bulk applications are likely to have an interest in both documents.
21. Ms Dawson attached to her evidence an assessment of environmental effects (AEE) by Boffa Miskell dated April 2008 which is not described as a draft. It is for marina development in MEA (A) and MEA (B). The banners on the second page of the AEE of the consultants used by PMNZ in compiling the AEE included:

- (a) Smart Alliances Limited;
  - (b) Tonkin and Taylor;
  - (c) Cawthron Institute (Ross Sneddon);
  - (d) Traffic Design Group (Dave Petrie);
  - (e) Malcolm Hunt and Associates;
  - (f) Property Economics (Tim Heath);
  - (g) Boffa Miskell.
22. Of interest was the discovery after completing the decision on PC 21 of the following elements of the AEE:
- (a) Recognition that coastal processes could be affected in relation to the extension into MEA (B) through the sheltering of the Waikawa Stream delta and the areas of the intertidal flat away from the mainstream flows causing increased siltation;<sup>2</sup>
  - (b) The sub tidal soft sediment benthic habitat directly affected by proposed reclamations and breakwaters in MEA (B) would be lost.<sup>3</sup>
23. The significance of the above is that some work was done on assessing the anticipated effects of development in MEA (B) prior to the application for PC 21 but was not presented as part of the application for PC 21. It has been determined in the decision on PC 21 that this is a significant omission. The PC 21 decision notes the Commissioners would have declined the application in PC 21 even if the effects on coastal processes and benthic ecology were regarded in the bay wide context as small for the reasons given in the decision on PC 21 because of the significance of localised impacts on Te Atiawa and residents of Waikawa Bay.
24. PMNZ categorise the bulk applications into five classes. Categories A – E respectively. As seen from **Appendix I**, those in category B are within the

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<sup>2</sup> See s.8.2.1(a). These effects as described as minor but that value judgment is not justified in any specific report.

<sup>3</sup> See page 31 s.8.2.2.

dark green area corresponding approximately to MEA (A). Those in category E are in the light green area corresponding to approximately MEA (B). Those in category C are in the area coloured orange and are outside the Marina Zone but could impact on intended development within the Marina Zone in the form shown in **Appendix I**.

25. PMNZ opposed granting consent at all (and particularly opposed consent for longer than two years) bulk applications that were in categories B, C or E on the grounds that granting consent (or granting consent for a term longer than two years) would be contrary to the overarching purpose of the RMA (being sustainable management) and that declining consent (or granting a consent for less than two years) is an appropriate outcome after a s.104 assessment because:
- (a) Such applications will prevent PMNZ utilising the benefit of MEA (B) for a marina;
  - (b) Long term consents would frustrate the benefits that would derive from expansion of marina facilities in MEA (A) and MEA (B);
  - (c) Have adverse effects associated with the inefficient allocation of a scarce CMA resource whereas marina expansions would be a more efficient utilisation of that scarce resource.
26. PMNZ opposed the granting of consent to all other bulk applications for a term longer than a period of two years (most such applications falling within category D in **Appendix I**) on the basis of their cumulative effects including:
- (a) Cumulative effects on amenity through proximity to the foreshore;
  - (b) Cumulative effects of conflicting swing arcs creating inconvenience and conflict;
  - (c) Lack of clear navigation corridors;
  - (d) Inefficiencies particularly with swing moorings in deeper waters.
27. Mr Leman gave evidence for PMNZ. He identified the problems with the existing swing moorings. These problems included the absence of designated

navigation corridors, moorings failing because of no standardisation of mooring systems and clashes in swing circles. Mr Leman said that a better arrangement and *next stage of evolution* is for what he termed *designated mooring areas*.<sup>4</sup> That terminology was the precursor of what is referred to in PC 21 as MMA's. Mr Leman saw the benefits of MMA's as:

- (a) Designated mooring areas;
- (b) Responsible management;
- (c) Modern and space efficient mooring systems.

28. Mr Leman provided a report to PMNZ dated April 2008 called *Waikawa Bay Mooring Capacity Study*. In that report Mr Leman stated that the Waikawa Bay was suitable for swing moorings although he noted that *swing mooring arrangements are spatially inefficient in the deeper (middle and outer) portions of the Bay*.<sup>5</sup> In his report Mr Leman referred to the Seaflex system (Figure 6 **Appendix K**) as an efficient and practical mooring system for the Marlborough Sounds. Through the use of tables Mr Leman demonstrated the efficiencies to be obtained by the use of the Seaflex system compared with conventional swing moorings.

29. Ms Dawson gave planning evidence for PMNZ. She noted at paragraph 13 of her SOE that determining the status of swing moorings in the Marina and Coastal Marine 1 Zones of the Plan is not straightforward. Mr Brosnan concluded in his s.42A report that those applications within the Coastal Marine Zone were non-complying and those within the Marina Zone were discretionary. Ms Dawson reached the opposite conclusion. Ms Dawson's overall conclusion is at paragraph 83 of her SOE and reads:

"As will be clear from my evidence my professional opinion is the present applications for swing moorings will preclude an integrated and sustainable solution to boat accommodation issues being able to be achieved within the Waikawa Bay. I believe the present applications would perpetuate an inappropriate inefficient approach to the allocation of coastal

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<sup>4</sup> See paragraph 10, Leman SOE.

<sup>5</sup> See Leman *Waikawa Bay Mooring Capacity Study* April 2008 s.2.4.

water space for boat accommodation across Waikawa Bay which would be inconsistent with the objectives and policies of the Sounds Plan and the relevant provisions of the RMA. For these reasons I support Port Marlborough's proposal to adjourn the present applications in order for an appropriate bay wide solution to be advanced."

30. That conclusion was based on an analysis of:
- (a) The status of the bulk applications;
  - (b) The wider policies and objectives of the plan including for the Marina Zone and Coastal Marine 1 Zone;
  - (c) The evidence of Mr Leman and the assessments informing the applications for resource consents for marina development in MME (A) and MME (B);
  - (d) The outcome of the *Issues and Needs* report by Boffa Miskell dated October 2007 identifying recreational boat accommodation demand (present and future) in Waikawa Bay).
31. Mr Radich appeared for PMNZ. In his submissions he stated that the evidence for PMNZ would show:

- " – If Port Marlborough's applications for swing moorings in northern areas of Waikawa Bay and Whatamanga Bay are granted and are with other interim rearrangements, there will be an opportunity to accommodate those applicants who will be displaced out of the extension areas.
- If a *bay wide* solution were able to be put in place there would be more than enough space to accommodate all of the existing mooring owners, the mooring applicants and the marina extension. This outcome would be achieved through efficient use of valuable water space.

32. Mr Radich said that the evidence demonstrated that granting long term consents would not best achieve sustainable management and he advanced the view that an adjournment should be granted to enable a 'bay wide' solution to be explored.

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### **MBMA'S MEMBERS POSITION AT HEARING**

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33. Mr Simon Gaines acted for 106 applicants, all of whom are members of MBMA. 16 of those have moorings within the Marina Zone with a total of 20 moorings.
34. Mr Gaines started from the proposition that all mooring applications had a classification of non-complying. He contended that consent was only required for the placements of the mooring and not occupation of the space associated with mooring a boat. In that regard he cited the case of *Canterbury Regional Council v. Lyttleton Marina Limited*.<sup>6</sup>
35. Mr Gaines pointed out that the moorings were important to a large cross section of boat owners. They provided affordable and accessible means of mooring boats. Mr Gaines noted that even though the investment in economic terms of each mooring was limited, nevertheless it was a consideration to take into account under s.104(2A).
36. Mr Gaines, on behalf of his clients, opposed the position advanced by PMNZ. That position was modified during the course of the hearing to the point where he consented on behalf of his clients to an adjournment to enable exploration of a 'bay wide' solution.
37. Mr Gaines sought a term of consent of 20 years for each individual application and opposed the condition advanced by Mr Brosnan (the MDC officer) precluding transfer of coastal permits.

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<sup>6</sup> High Court Christchurch AP248/98.

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**OTHER PARTIES' EVIDENCE & S.42A REPORT**

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38. A number of individual applicants appeared in support of their applications. I will not mention all of them in this decision. The common theme of all the evidence of existing consent holders was the importance of the mooring to their families as a physical resource to enable their recreation in the Marlborough Sounds.
39. By way of example, Robin Mitchell gave evidence that his father Roy Mitchell first put down a mooring in 1973. He gave service as a Blenheim Borough Councillor for two terms, and like many Marlborians, had a passion for boating. Robin Mitchell described the mooring as a base for our 'floating batch' and that this was important for the wider family as a means of enjoying the natural environment and developing life skills.
40. Vennessa Eade, representing the Moutere Love Family Trust described her lengthy family history in Totaranui (Queen Charlotte Sound) extending back at least five generations. The original mooring of the Love family was one of four that existed as far back as 1900. Like most applicants, Ms Eade took a responsible position and acknowledged that there were a number of issues associated with efficiencies of mooring allocation within Waikawa Bay and supported a process that proactively seeks to provide for the needs of existing mooring holders provided the process was fair and equitable.
41. Mr Elkington described the importance of the Waka Mooring and the history of the Arapawa Rowing Club. He expressed the view:
- "There needs to be a place for the relationship of Maori and their culture and traditions and this is the best location for Waka activities to continue for future generations."
42. Mr Brosnan presented a s.42A report. He addressed a number of topics in evaluating the bulk applications including:

- (a) Effects on natural character together with an assessment against the NZCPS and RPS;
  - (b) Effects on public access;
  - (c) Effects on navigational safety;
  - (d) Cultural impacts.
43. After that evaluation and a s.104 assessment, Mr Brosnan concluded that all existing bulk applications could be granted for a 20 year term subject to conditions in his Appendix G that is also **Appendix G** attached to this decision.
44. Mr Brosnan noted that he had extensive discussions with the Harbour Master's office and concluded that two proposed moorings should be refused consent. Namely U060961 and U060118. These reasons are set out in Table 2 below:

**Table 2**

Consent No.	Reason for Refusal
U060961	Mooring cannot be safely relocated without infringing on other swing moorings. The proximity is too close and poses a clear risk to navigation.
U060118	The swing circle is too large and conflicts with all moorings in close proximity.

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## ADJOURNMENT OF PROCEEDINGS & SUBSEQUENT EVENTS

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45. After two days of hearing it became apparent that there was considerable good will between the parties and a wish to explore a 'bay wide' solution. That did not suggest a view by any party as to the appropriateness or



otherwise of extensions of the marina into MEA (A) and MEA (B). Rather it was based on the recognition that there needed to be some management of swing moorings that was more effective and efficient than the present one.

46. In those circumstances it was appropriate to give the parties an opportunity to explore the 'bay wide' solution without reaching any concluded view as to the merits of any component of that solution. At that time the 'bay wide' solution was understood to have the following general components:
- (a) Applications for resource consent for marina extensions into MEA (A) and MEA (B);
  - (b) Mooring management fields created and managed by means of bylaw.
47. In fact the vehicle for implementing the 'bay wide' solution advanced by PMNZ was to become PC 21 and the Mooring Management Bylaw. It was evident from the hearing on PC 21 that a significant goal of the 'bay wide' solution had been achieved which is considerable agreement from individual mooring owners that the Mooring Management Bylaw (MMB) was the best way forward and that the Plan should identify Mooring Management Areas. The decision on PC 21 records the significant measure of agreement on that topic. The dimensions of the 'bay wide' solution relating to marina expansion were significantly more controversial at the hearing of PC 21 and the commissioners in that case have reached a conclusion that that aspect of PC 21 should be declined.
48. The proceedings have been adjourned for a long time. From time to time PMNZ and MBMA have filed memoranda updating on progress. It would not have been possible to adjourn the proceedings without the universal consent of the applicants. Because PC 21 has successfully instituted a new mooring management system that will apply to most (but not all) applicants in this case, it is considered that the adjournment has borne significant fruit in achieving the sustainable management of the CMA in Waikawa Bay.

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## **FINDINGS ON MAIN ISSUES IN CONTENTION**

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49. The six issues have been categorised. Using those categories the findings are recorded below.

### **Issue 1**

50. Findings in relation to the adjournment question are set out in the previous section. An adjournment was considered a desirable course of action to enable a 'bay wide' solution to be explored.

### **Issue 2**

51. The adverse effects of U060961 and U060118 on navigational and mooring safety recorded in the s.42A report were not contradicted. I am satisfied that those adverse effects are sufficiently serious to warrant declining the applications.

### **Issue 3**

52. I find that the applications for swing moorings have the following classifications:

- (a) Mooring in the Coastal Marine 1 Zone are discretionary activities under Rule 35.4 of the Plan;
- (b) Moorings in the Marine Zone are non-complying activities under Rule 34.5 of the Plan.

I am therefore in substantial agreement with the analysis of Ms Dawson and Mr Radich.

### **Issue 4**

53. I am satisfied that there are cumulative adverse effects associated with many of the bulk applications for swing moorings (and especially those in category D) including:

- (a) The CMA available for moorings is a limited resource that is not being used efficiently thereby undermining the maximum social, economic and cultural benefits that may be obtained from a more efficient use of the CMA;
- (b) Navigational safety and legibility is compromised by lack of clear navigational corridors;
- (c) There is a need for a reduction in overlapping swing circles of individual moorings;
- (d) A number are located too close to the foreshore, having adverse effects on amenity and recreation;
- (e) PC 21 provides a pathway to a more effective and efficient management system and category D moorings should move over into that new mooring management regime as soon as possible.

### **Issue 5**

54. I do not consider that applications for swing moorings in the Marina Zone should be refused consent on that ground alone. My assessment is based on what the plan provisions are at present. These are unchanged for the purpose of this aspect of the decision by the decision on PC 21. That decision maintains the *status quo* in relation to the Marina Zone. I consider that:

- (a) The applications for moorings in the Marina Zone have minor adverse effects and therefore pass the gateway test in s.104D(1)(a);
- (b) The moorings in the Marina Zone represent an existing investment that has significance for individual mooring owners and should be accorded weight under s.104(2A);
- (c) The policies and objectives do not strongly support marina extension into the marina zone (MEA (B)) and based on the AEE submitted by PMNZ, it is more likely than not the potential effects of a marina extension in the undeveloped part of the marina zone (MEA (B)) will

be inconsistent with the objectives and policies of the Plan. Whereas the applications for swing moorings in the Marina Zone in MEA (B) are consistent with the objectives and policies of the plan;

- (d) The applications for swing moorings are first in time and based on the outcome of PC 21, there are no grounds for concluding that the sustainable management ethic will be undermined by allocating the space to swing moorings rather than some activity (such as marina) for which no application has been made.
55. This reasoning applies with equal force to category B and C applications not within the Marina Zone but within MEA (A) and MEA (B).
56. There are 19 category B (in MEA (A)) and 28 category E (in MEA (B)) applications that I have identified as meeting the following cumulative criteria:
- (a) Appropriate locations for swing moorings based on the reasoning in this decision;
  - (b) Not able to be reasonably expected to migrate into MMA's since the only rationale for their migration under PC 21 (based on the indicative locations for moorings in MMA's) was to enable marina extensions proposed under PC 21. That rationale is undermined by the decision on PC 21 and not accepted as a valid rationale in this decision for declining those applications;
  - (c) Will not interfere with the efficient operation of MMA's instituted under PC 21 and will not interfere with the need for clear navigational corridors at the MMA boundaries.

These 19 category B and 28 category E applications (47 in total) are listed in Table 2 below.

57. It is expected that MMA's in the Plan, together with MMB will be the principal means of managing moorings in Waikawa Bay. That is the import of the decision on PC 21. Hopefully in the future MMA's will be delineated also around the moorings in Table 3. There was no scope to extend the MMA's in

PC 21. This decision allows for that possibility. Specifically in relation to term of consent. Until that happens, PC 21 recognises the moorings in Table 3 as being in a special category for consenting purposes for the reasons set out above. Specific mention of them is in Chapter 9 of the plan s.9.2.1 policy 1.9 and **Appendix J** as recorded in the PC 21 decision.

## Issue 6

58. Moorings and their maintenance represent a significant investment in both economic and personal terms. I am unable to see any compelling resource management reason why coastal permits should not be transferable and indeed a 'transferability system' is a feature of the licencing system in the Mooring Management Bylaw we have made. I therefore do not accept the condition precluding transfer of coastal permits suggested by Mr Brosnan.
59. I consider that there is a need for a better management system for moorings. This is to ensure efficient use of space, proper maintenance cycles are achieved and good information regarding the location and maintenance is held by MDC. Most of the existing problems will be resolved by the mooring management system instituted by PC 21. Nevertheless, those in Table 3 below are not expected to move to that system in the near future. The conditions of consent reflect the expectation that applicants will continue to maintain moorings to a good standard and provide information to MDC so that it can perform its monitoring function effectively.
60. The question of an appropriate term for a resource consent is ultimately to be determined based on what term best achieves the overarching purpose of the RMA. Considerations that may inform that overall judgment are fully outlined in the Environment Court decision *PVL Proteins Limited v. Auckland Regional Council*.<sup>7</sup>
61. The conclusions reached on term are:
- (a) The applications in Table 3 are not expected to locate into MMA's under PC 21. Applicants are entitled to a term that provides reasonable security. The effects are not likely to change from what

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<sup>7</sup> Env C Auckland A61/2001.

they have been in the past. Nevertheless Waikawa Bay is a dynamic environment in regard to the breadth of the definition of 'environment' in the RMA and terms should not be so long as to frustrate the re-examination of how best to achieve sustainable management from time to time. Accordingly, a term of ten years is appropriate. However, the new 'paradigm' for mooring management in Waikawa Bay should be MMA's and where these are created in due course around the moorings in Table 2 these will be managed by the MMB. The term should reflect this;

- (b) All other bulk applications will be expected to migrate to the mooring management regime under PC 21 if and when PC 21 is approved by MDC. Consequently the term will need to reflect this. Because of cumulative adverse effects identified, even if PC 21 is not instituted, a shorter term of consent is justified to provide a reasonable opportunity for a review of options. Accordingly, a term of five years is considered appropriate, or one year after PC 21 is approved, whichever is the earlier.

**Table 3**

No.	Category	Consent Application Number	Mooring Number	Applicant Name	Easting	Northing
1.	B	40590	2294	Kelly, Geoffrey	2597162	5993415
2.	B	40624	2325	Port Marlborough New Zealand Ltd	2597188	5993270
3.	E	40624	2328	Port Marlborough New Zealand Limited	2597143	5992975
4.	B	40624	2333	Vining, Philip Richard & Wendy Jane	2597246	5993418
5.	B	40624	2334	Vining, Philip Richard & Wendy Jane	2597234	5993547
6.	B	40670	2383	Crossen, Adrienne Lesley	2597168	5993563
7.	B	40683	2392	Bousquet, Julie	2597184	5993403
8.	B	40909	2502	Port Marlborough New Zealand Limited	2597172	5993376
9.	B	41075	2541	Pickering, Mildred Ann	2597129	5993488
10.	B	41079	2542	Grindrod, Ronald Alfred	2597120	5993395
11.	B	41121	2557	Port Marlborough New Zealand Limited	2597133	5993431

12.	B	41121	2559	Port Marlborough New Zealand Limited	2597146	5993374
13.	B	41121	2563	Vining, Philip Richard & Wendy Jane	2597150	5993280
14.	B	41169	2582	Baxter Fishing Limited	2597145	5993306
15.	B	41188	2584	Gledhill, Lawrence John	2597116	5993299
16.	B	41309	2625	Lloyd, Graham Robert & Christine Kay	2597119	5993530
17.	B	41331	2633	Vile, David John	2597179	5993453
18.	B	41355	2643	40° South Boat Building & Cruising Club Inc	2597213	5993441
19.	B	50207	2759	Willemssen, Barry Paul & Lorraine Nancy	2597102	5993321
20.	B	50430	2775	Mitchell, Robin Henry	2597134	5993336
21.	B	50489	2782	Douthett, Anthony Charles	2597152	5993469
22.	E	40624	2327	Port Marlborough New Zealand Ltd	2597310	5992954
23.	E	40899	2495	Battersby, Leslie Donald	2597198	5992953
24.	E	40903	2496	Gamble, Charles Malcolm	2597186	5992919
25.	E	40906	2499	Wilson, Gordon James	2597254	5993019
26.	E	40907	2500	Bean, Peter Norman	2597245	5992944
27.	E	40992	2525	McDonald, Donal Peter	2597175	5992901
28.	E	41019	2530	Young, Christopher Francis & Vivienne Joy	2597287	5992972
29.	E	41027	2531	Rich, Malcolm Joseph	2597128	5993006
30.	E	41057	2535	Cane, James Stuart	2597198	5993043
31.	E	41082	2544	Thomas, Peter Henry & Irene Margaret	2597198	5993064
32.	E	41121	2560	Vining, Philip Richard & Wendy Jane	2597184	5992995
33.	E	41121	2561	Vining, Philip Richard & Wendy Jane	1597231	5993101
34.	E	41121	2562	Vining, Philip Richard & Wendy Jane	2597250	5992982
35.	E	41121	2564	Vining, Philip Richard & Wendy Jane	2597268	5993086
36.	E	41121	2566	Vining, Philip Richard & Wendy Jane	2597228	5992957
37.	E	41149	2574	Gillies, David George	2597256	5992879
38.	E	41208	2588	Baldick, Ian Linsey	2597143	5992940
39.	E	41283	2609	Oxbox Limited & Latour Trustees (Jersey) Limited	2597212	5992871
40.	E	41283	2612	Oxbox Limited & Latour Trustees (Jersey) Limited	2597260	5992917
41.	E	41284	2614	P Jorgensen & Sons Limited	2597228	5993039
42.	E	41324	2627	Pearl Trust	2597188	5992876

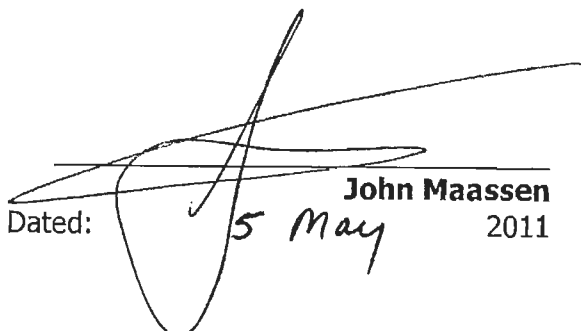
43.	E	41339	2635	Wilsin, Alan James	2597162	5993017
44.	E	41340	2636	Paine, Richard Francis & Susan Glenice	2597224	5992839
45.	E	41280	2667	Gratton, Harold Richard	2597292	5992936
46.	E	41443	2684	Davidson, Michelle Lee	2597269	5993051
47.	E	41807	2721	Dasler, Graeme John	2597227	5993026
48.	E	50847	2826	Wilson, Norman Edward	2597208	5992913

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## DECISION

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62. All of the bulk applications for coastal permits for swing moorings are granted except U060961 and U060118.
63. The conditions of consent are those in Appendix M, except as to term (Condition 1). For Condition 1, the following applies:
- (a) Applications for swing moorings in Table 3 expire 10 years after the date of this decision or when the mooring is encompassed within a Mooring Management Area in the Plan, whichever is the earlier;
  - (b) All other applications for swing moorings expire five years after the date of this decision or one year after PC 21 is approved by MDC, whichever is the earlier.
64. Individual coastal permits will be issued by MDC in accordance with this decision and for the purposes of any appeal and term the decision date shall be the date individual coastal permits are issued. Until then this decision may be regarded as interim.

  
**John Maassen**  
 Dated: 5 May 2011