

Supplementary Agenda for a meeting of the Waters Governance Board to be held via Audio Visual Conference on **TUESDAY, 15 MARCH 2022** commencing at **10.00am**.

REPORTS

6.6 Te Kauwhata Wastewater Treatment Plant Consent Application Preparation Project 5

GJ Ion
CHIEF EXECUTIVE

TERMS OF REFERENCE AND DELEGATION

Reports to:	The Council
Chairperson:	Ms Rukumoana Schaafhausen
Membership:	Mr Garth Dibley Mr David Wright Mr Gavin Ion (Chief Executive) Ms Jackie Colliar (Board Intern)
Meeting frequency:	Monthly
Quorum:	A majority of members (excluding the Board Intern)

The Waters Governance Board is a subordinate decision-making body of the Waikato District Council established under Schedule 7 of the Local Government Act 2002.

Purpose and Terms of Reference:

1. To provide governance and oversight of the development and implementation of the Council contract with Watercare Services Limited ('Watercare').
2. To ensure the activity goals are clearly established, and strategies are in place for achieving them.
3. To establish policies for strengthening the performance of the water activity including ensuring management and the contractor are proactively seeking to build the business through innovation, initiative, technology, new products and the development of its business capital.
4. To monitor the performance of management through the Chief Executive.
5. To ensure high standards of health & safety are maintained by management and Watercare and undertaking appropriate due diligence.
6. To decide on whatever steps are necessary to protect the Council's financial position and the ability to meet its debts and other obligations when they fall due, and ensuring that such steps are taken.
7. To ensure the water activity's financial statements are true and fair and otherwise conform to law.
8. To ensure the water activity adheres to high standards of ethics and corporate behavior.
9. To ensure the water activity has appropriate risk management/regulatory compliance policies in place.
10. To look to improve environmental outcomes from this activity.
11. To consider kaitiakitanga as part of decision-making.
12. To monitor and ensure Watercare are meeting their obligations.
13. To report to Council twice yearly on progress with Waters' Management.
14. To provide innovation and ideas that could improve profitability, service levels or environmental outcomes.

15. To hold Watercare to account over the delivery of the operational and capital programmes.
16. To work with Council to agree the overall funding requirements of the business.
17. To undertake any other matters considered relevant by the Board or referred to the Board by the Council.

The Board is delegated the following powers to act:

- Agree the form of the transactional arrangement with Watercare.
- Negotiate with Watercare and recommend to Council the final, or any amended, contract value for waters management.
- Conclude the contract (after Council approval of contract value) and terms and conditions, including any amendments, with Watercare.
- Ensure that transitional contract requirements are met by Watercare and Council.
- Hold Watercare to account for their performance at all levels.
- Monitor and oversee the performance of staff and Watercare in terms of the water activity.
- Consider and ensure improvements or innovation are implemented by Watercare or through the Chief Executive as appropriate.
- Approve changes to the operation of the contract with Watercare.
- Develop strategies to improve contractual performance or to improve business practices.
- Recommend to Council infrastructure strategy and Asset Management Plans for adoption.
- Develop an annual works programme (operating and capital) and submit to council for final approval.
- Approve alterations and transfers within the programme of capital and operational works as prepared for the Long Term Plan and Annual Plan, subject to the overall scope of the programme remaining unchanged and the programme remaining within overall budget.
- Set and ensure Watercare's adherence to health and safety requirements, and wellbeing practices.
- Set and maintain standards of ethics and corporate behavior.
- Consider development opportunities for the Waters' business.
- Define and set levels of service for Waters' management now and in the future.
- Responsible for the financial performance of the contract and operation.
- Approve and/or amend existing or new contracts relating to the delivery of three waters' services and operation unless additional funding by the Council is required or the approval or amendment is inconsistent with Council Policy.
- Recommend to Council any new or additional funding requirements over and above that contained within the Long Term Plan.
- Develop plans to improve the overall resilience of the Waters' networks and allow for growth.

- Consider the impact of growth on the Waters' infrastructure.
- Implement and monitor the risk management framework for the waters' management and activity.
- Approve the annual and half yearly financial statements for the Waters' operation and provide any relevant commentary to the Council.
- Annually review the Board composition, structure and succession and make recommendations to council on these matters.
- Ensure the Waters' business delivered by Watercare provides value for the community in terms of the four wellbeings.
- Determine the approach for resource consent applications for the Waters' business, and monitor progress of those applications on behalf of the Council.
- Review and monitor existing strategic resource consents.
- Ensure that Kaitiakitanga and environmental outcomes are key decision making considerations for the Board.
- Uphold the vision and strategy of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

To

THE WATER GOVERNANCE BOARD

Report title

**TE KAUWHATA WASTEWATER TREATMENT PLANT
 CONSENT APPLICATION PREPARATION PROJECT:**

Providing options that could equip WDC Pouhono Iwi ki te Haapori with necessary resourcing to ensure effective Council led consultation practices, in manner that mana whenua support.

1. Purpose of the report

Te Take moo te puurongo

To update the Water Governance Board (WGB) on the Te Kauwhata Wastewater Treatment Plant (WWTP) discharge consent application, specifically progress toward:

- Establishment of engagement processes that will suit mana whenua, with
- Likely securement specialist tikanga services for engagement and project steering in a manner that:
 - mana whenua can support, which also;
 - provides Waikato District Council (WDC) Pouhono Iwi ki te Haapori with necessary resourcing.

2. Executive summary

Whakaraapopototanga matua

Consultation is most effective when a mutually trusting relationship is developed. WDC will led all consultation with the preparation of the Te Kauwhata wastewater discharge consent application, where the table below highlights necessary engagement streams that are unique to the project.

Stream 1	Stream 2	Stream 3
Tangata whenua & hapū	Te Kauwhata Wastewater Treatment Consultation Group (TKWTCCG)	Key stakeholders and the wider community beyond existing TKWTCCG

Table 1: Necessary Consultation Stream for Discharge Optioneering of Highly Treated Wastewater from the Future Upgraded Te Kauwhata WWTP

There is overlap within above streams given the consenting history of the WWTP, where ability exists within the project setup to create a methodology that serves all Council partners listed above. Key needs for WDC as applicant, will be to provide:

- History and education to future members of Stream 3, and;
- Creating co methods for integrating above streams as the project develops while serving Māori as directed under the Resource Management Act (RMA)

In respect to application preparation, the purpose, and principles of the RMA secure provision for Māori, where a successful project will ensure a means exist for the gauging, assessing, and delivering on this legal and ethical need, at the project set-up stage.

This is the point that the Consenting Project Team are at now, where initial steps to establishing a firm foundation for working alongside mana whenua is being formed.

Nga Muka have expressly voiced their concern that they feel the Iwi have not been incorporated fully into the consultation process. Specialist Māori consultancies can represent best practice in steering a project in delivering on these needs. It is identified now within the Consenting Project Team that such independent services engaged via WDC Pouhono Iwi ki te Haapori could be essential in ensuring Māori needs are met and exceeded within the application.

3. Staff recommendations Tuutohu-aa-kaimahi

That the Waters Governance Board:

- a. Receives the Te Kauwhata Wastewater Treatment Plant Consent Application Preparation Project report where the Consenting Project Team will report back on progression of relationship building with mana whenua as a key partner, based on:**
 - Sincerity;
 - Respect for earlier consenting obligations and the;
 - Aspiration of delivering the best practical discharge option with mana whenua support.

4. Background Koorero whaimaarama

The existing 2012 discharge consent established the TKWTCG, where the consent agreement entered is attached.

All TKWTCG members are environmentally focussed seeking the optimum rehabilitation for the Awa catchment, principally Lake Waikere. Members were unified in unequivocally requiring a land discharge option, that wasn't achievable in 2012.

The agreement provided trust that this solution would be delivered in time by WDC. An understood aspect was that a land-based solution contributes toward fulfilling Kaitiakitanga responsibilities of haapu that are represented under the Nga Muka Development Trust (NMDT).

5. Discussion and analysis

Taataritanga me ngaa tohutohu

5.1 Options

Ngaa koowhiringa

Developing application methods that hapū support

There is an existing consultation forum that exists with the TKWTCCG, which should now be strengthened and built upon as discharge optioneering progresses. This may be the principle, or *only* mechanism that hapū seek to engage with the Consenting Project Team as part of application preparation.

WDC Pouhono Iwi ki te Haapori led support for haapu can be developed to suit such a scenario.

There is a desire for wider engagement at Marae level to accompany the established TKWTCCG forum. This option can be delivered upon under WDC Pouhono Iwi ki te Haapori supervision with consultancy resources available to achieve this.

Understanding and developing a way forward with hapū is progressing. Recent attendance by project staff at the NMDT monthly hui enabled robust discussion on matters, and an opportunity to step back and:

- explain a proposed initiative of specialist engagement, to haapu representatives present.

This was a healthy meeting as it allowed:

- Representatives to outline a recurrent theme that *hapū are often told what is good for them, even when good intentions are at heart* rather than being approached for views and solution finding together, and;
- Project staff to better explain how an independent specialist under WDC Pouhono Iwi ki te Haapori, could enhance the application preparation process by providing both:
 - Independent engagement support, where present staff capacity and knowledge may not deliver this effectively otherwise, and;
 - Project steering application processes in alignment with Māori provision under law and guardianship principles

Further advancement on any such initiative can resume at the next NMDT hui.

5.2 Financial considerations

Whaiwhakaaro puutea

The table was included within the Te Kauwhata Discharge Consent Application Business Case prepared earlier for the WGB. Providing specialist consultancy assistance can be accommodated under the budget lines of Planning, Environmental Studies and Stakeholder engagement.

2.2 Costs to Execute the Project

The project cost is estimated within the table below. The estimate is based on a comparison of costs that past consenting applications has incurred, in principle support for MBR treatment obtained and factors in complexity. A capital expenditure estimate of \$440,000 up to lodgement and an additional \$260,000 through a Council hearing. The level of uncertainty is 8%, capping the project envelope at \$750,000 for future costs.

Item/Activity	Total (\$M)
Project management	0.05
Legal	0.09
Planning	0.10
Engineering/Technical	0.15
Environment Studies	0.17
Stakeholder Engagement	0.03
Waikato Regional Council Consent Fee	0.10
TOTAL CAPITAL COST	0.69
Uncertainty	0.06
TOTAL CAPITAL ENVELOPE	0.75

Status of existing allocated, utilised and required funding for application preparation is:

Funding allocated	TOTAL FUNDING (\$M)
LTP (1WW 10453) WWTP Consent Renewal	0.75
WWTP Upgrade (HIF)	21.5
Non-HIF requirement	17.6
Upgrade spend (treatment/discharge)	<u>39.1</u>

Table 2: Consent Application Preparation Cost Estimates

5.3 Legal considerations

Whaiwhakaaro-aa-ture

As highlighted previously, application preparation and needs are set by the RMA. Principles and purpose of the act (section 5-8) expressively identify cultural considerations needed pursuant to the act, where meeting and exceeding such bottom lines will be endeavoured as part of application preparation.

5.4 Strategy and policy considerations

Whaiwhakaaro whakamaaherehere kaupapa here

Tai Tumu Tai Pari Tai Ao is the overarching Waikato -Tainui Environmental Plan, and a foundation document with themes reinforced in legislation. Tangata whenua and applicants adhere to this guiding document as part of best practice.

5.5 Climate response and resilience considerations

Whaiwhakaaro-aa-taiao

All engineering design for treatment should have been designed in accordance with the Waikato Regional Council policy on predicted temperature rise, where treatment capacity would react to warmer conditions that influence weather patterns. Any discharge solution will include consideration in design.

Refinement of the 'best practical discharge option' will be undertaken by way of multi criteria analysis, which is recognised as best practice.. Sustainability of an option, which encompasses its carbon footprint embodied in construction and operation, is a criterion included within scoring.

5.6 Risks

Tuuraru

A significant project risk is not setting the platform correctly for effective engagement, or not providing a sufficient resource to achieve this. The content of this report addresses this, with an emphasis of continuing to develop a methodology that can be supported by key partners.

6. Significance and engagement assessment

Aromatawai paahekoheko

6.1 Significance

Te Hiranga

The decisions and matters of this report are assessed as of medium to high significance, in accordance with the Council's [Significance and Engagement Policy](#).

The following criteria are particularly relevant in determining the level of significance for this matter:

- The community interest is likely to be high.
 - There is more than one viable option for discharge.
-

6.2 Engagement Te Whakatuutakitaki

Highest level of engagement	Inform ✓	Consult ✓	Involve ✓	Collaborate ✓	Empower ✓
<i>Tick the appropriate box/boxes and specify what it involves by providing a brief explanation of the tools which will be used to engage (refer to the project engagement plan if applicable).</i>	<i>Tools to be used will range from a website providing project information and historic documentation, hui via e-meeting or in person, opportunity to meet with Project Staff at any time via phone, email or e-meeting and set walk in days to understand the project and application status.</i>				

State below which external stakeholders have been or will be engaged with:

Planned	In Progress	Complete	
<input type="checkbox"/>	✓	<input type="checkbox"/>	Internal
<input type="checkbox"/>	✓	<input type="checkbox"/>	Community Boards/Community Committees
✓	✓	<input type="checkbox"/>	Waikato-Tainui/Local iwi and hapuu
✓	<input type="checkbox"/>	<input type="checkbox"/>	Affected Communities
✓	<input type="checkbox"/>	<input type="checkbox"/>	Affected Businesses
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (Please Specify)

7. Next steps Ahu whakamua

March will allow opportunity to continue refining ability to engage independent Māori consultancy support under WDC Pouhono Iwi ki te Haapori together with NMDT in any manner that suits haapu. Specific reporting on progress will be provided to the WGB.

8. Confirmation of statutory compliance Te Whakatuuturutanga aa-ture

As required by the Local Government Act 2002, staff confirm the following:

The report fits with Council's role and Board's Terms of Reference and Delegations.	Confirmed
The report contains sufficient information about all reasonably practicable options identified and assessed in terms of their advantages and disadvantages (<i>Section 5.1</i>).	Not applicable
Staff assessment of the level of significance of the issues in the report after consideration of the Council's Significance and Engagement Policy (<i>Section 6.1</i>).	High
The report contains adequate consideration of the views and preferences of affected and interested persons taking account of any proposed or previous community engagement and assessed level of significance (<i>Section 6.2</i>).	In Progress – subject of this paper
The report considers impact on Maaori (<i>Section 5.5</i>)	Confirmed
The report and recommendations are consistent with Council's plans and policies (<i>Section 5.4</i>).	Confirmed
The report and recommendations comply with Council's legal duties and responsibilities (<i>Section 5.3</i>).	To be confirmed pending approval of further engagement

9. Attachments Ngaa taapirihanga

Attachment 1 – Te Kauwhata Wastewater Consent Agreement

Date:	3 March 2022
Report Author:	Stephen Howard Senior Consenting and Strategic Planner (WSL)
Authorised by:	Gavin Ion Waikato District Council CEO

TE KAUWHATA WASTEWATER CONSENT AGREEMENT

AGREEMENT MADE the 13th day of November, 2012

BETWEEN Waikato District Council ("WDC")

AND Waikato-Tainui

Ngaa Muka Development Trust

Auckland-Waikato Fish and Game

Department of Conservation

**River and Catchment Services Group – Waikato Regional
Council**

(together called "the Submitters")

BACKGROUND

- A. WDC owns and operates a wastewater treatment plant in the general vicinity of Lake Waikare that receives and treats wastewater from Rangiriri, the Te Kauwhata township and the Springhill Prison, and discharges the treated wastewater to Lake Waikare.
- B. The air and water discharge permits authorising the operation of the Te Kauwhata Wastewater Treatment Plant ("TKWWTP") have expired, and WDC has lodged an application for new consents ("the new applications"), to enable the ongoing wastewater discharge to Lake Waikare. While the new applications are being processed, the discharges are authorised by section 124 of the Resource Management Act 1991 ("the RMA").
- C. The Submitters have lodged submissions in opposition to the new applications. In general terms, the Submitters are seeking:
 - a) The removal of the discharge from Lake Waikare in as short a timeframe as possible.
 - b) That there be a better understanding of the effects of the discharge and an appropriate on-going monitoring programme.
 - c) Appropriate mitigation of the adverse effects of the discharge, including past effects.
- D. Against that background, this Agreement has been entered into by the parties in order to:
 - a) Record an outcome, inclusive of environmental mitigation, so that the Submitters can advise the consent authority that they no longer wish to have their submissions heard and that the new applications can be granted ("the new consents"), subject to an agreed set of conditions ("the agreed consent conditions").

- b) Record various undertakings by WDC relating to the assessment and implementation of a land-based wastewater discharge option, and to make a financial contribution that will be available for water quality and ecological enhancement works in the Lake Waikare catchment.
- c) Set out the process of ongoing consultation in respect of the matters raised in b) above.
- d) Record an acknowledgement by the parties; and
- e) Record the details of the agreed consent conditions, as set out in Appendix 1 attached.

THE PARTIES AGREE AS FOLLOWS:

1. Term and Obligations by WDC

- 1.1. This Agreement shall commence on 1 October 2012 and shall terminate on 1 October 2027 or on the surrender date, should the new consents be surrendered by WDC, whichever is the earlier.
- 1.2 Throughout the term of the new consents, WDC shall use its best endeavours to identify, design, and implement a land based method for the disposal of wastewater from the TKWWTP, in accordance with the timelines set out in Appendix 2. This shall include, but not be limited to the following:
 - a) irrigation to pasture and/or crops;
 - b) rapid infiltration to land; and
 - c) further wetland treatment;

all inclusive of any associated wastewater treatment plant upgrade works that might be required.
- 1.3 Notwithstanding the term of the new consents, WDC shall actively investigate alternative discharge options, and implement a preferred option as soon as it is shown to be practicable in the circumstances, and following consultation with the Submitters in accordance with the process set out in clause 2 of this Agreement. As soon as any such alternative option has the necessary resource consents and has become fully operational, WDC will surrender the new consents.
- 1.4 On the first day the new consents are operational, and on that date every year thereafter, WDC shall make funds of \$45,000 available ("the Funds"), such funds to be used for water quality and ecological enhancement works in the Lake Waikare catchment.
- 1.5 The specific uses on which the Funds will be expended will be determined by the parties, in accordance with the process set out in clause 2 of this Agreement.
- 1.6 The Funds do not need to be expended in the calendar year in which they have been made available, but may be aggregated for use at a future date, as determined in accordance with the process set out in clause 2 of this Agreement.

1.7 The Funds shall be held in a WDC account and administered by WDC. WDC will provide the Submitters with a copy of the annual financial statement of the account at the meeting referred to in clause 3.2. Any works or supply of other services determined under this Agreement shall be arranged by WDC.

2. Consultative Framework

2.1 The process of consultation set out in this clause and in the agreed consent conditions shall be undertaken in accordance with the principle of good faith.

2.2 In respect of the process of consultation set out in the agreed consent conditions, the Submitters shall use their best endeavours to participate in that process, in order to ensure the effective and efficient operation of the Te Kauwhata Wastewater Treatment Consultation Group ("TKWTCG"), as defined in the agreed consent conditions. Such participation by the Submitters will be at their own individual cost, but all costs associated with the administration of the TKWTCG shall be met by WDC.

2.3 The parties, through the TKWTCG, shall determine the nature of the water quality and ecological enhancement works and the timing of the works to which Funds will be applied.

2.4 In the event of the TKWTCG being unable to reach agreement on the timing and/or implementation of any water quality and ecological enhancement works, the matter shall be referred to an appropriately qualified independent person for consideration, whose decision shall be final. The selection of the independent person shall be by consensus of the parties, and if there is no such consensus, the independent person shall be appointed by the Chief Executive of the Waikato Regional Council, whose decision shall be final.

3.0 Meetings

3.1 WDC and the Submitters who are a party to this Agreement shall appoint one representative each for the purposes of this Agreement.

3.2 Meetings shall be held at least twice a year, with the first on or about the 1st October. Additional meetings may be held at the request of WDC or any of the Submitters.

3.3 WDC shall provide administrative support in respect of this Agreement, including the recording of minutes of meetings.

3.4 The Submitters shall notify WDC of the names and contact details of their representatives as soon as practicable after the execution of this Agreement, and shall keep WDC informed of any changes of such details.

4.0 Acknowledgement of the Parties

4.1 The parties acknowledge that they have entered into this Agreement for the purpose of identifying, assessing and implementing an alternative wastewater discharge strategy that does not involve a direct discharge to Lake Waikare.

- 4.2 The parties also acknowledge that such an alternative option can only be implemented if:
- a) an environmentally acceptable outcome is able to be achieved; and
 - b) all necessary resource consents can be obtained; and
 - c) suitable and sufficient land is able to be identified and secured by WDC; and
 - d) the option is economically viable and affordable.


5.0 Dispute Resolution

- 5.1 Subject to clause 2.4 of this Agreement, if a dispute arises in connection with this Agreement, the party claiming that there is a dispute shall notify WDC's General Manager, Water and Facilities of the nature dispute. WDC shall ensure that all representatives of the parties are notified of the dispute. Any such notification shall be in writing.
- 5.2 The parties shall discuss the dispute in good faith and use best endeavours to resolve the dispute. If the dispute is not resolved by the parties within 10 working days of the date notice has been given to the parties, the dispute shall be referred to a mediator.
- 5.3 The mediator shall be agreed to by the parties, or if the parties cannot agree within 10 working days of the dispute having been referred to mediation, a mediator shall be appointed by the President for the time being of the New Zealand Law Society.
- 5.4 The mediation costs shall be shared equally between the parties to this Agreement.
- 5.5 If the dispute cannot be resolved through mediation, the dispute shall be referred to an arbitrator agreed to by the parties. If agreement cannot be reached within 10 working days, an arbitrator shall be appointed by the President for the time being of the New Zealand Law Society. The decision of the arbitrator shall be final.
- 5.6 Notwithstanding the existence of a dispute, each party shall continue to perform its respective obligations under this Agreement, without prejudice to its respective rights and remedies.

6.0 Review of Agreement

- 6.1 This Agreement may be reviewed at the request of a party and amended by agreement. Any amendments shall be in writing.

SIGNED for WAIKATO DISTRICT COUNCIL by its authorised signatory
In the presence of:



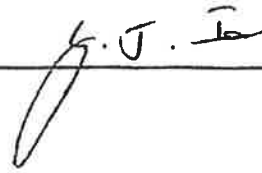
Signature of Witness

T. C. OWEN

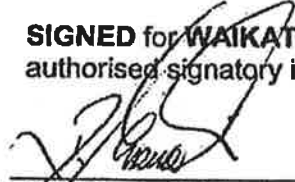
Name of Witness

Executive Assistant

Occupation



SIGNED for WAIKATO TAINUI by its authorised signatory in the presence of:



Signature of Witness

JOE ANSORTH

Name of Witness

COMPANY DIRECTOR

Occupation



SIGNED for NGAA MUKA DEVELOPMENT TRUST by its authorised Signatory in the presence of:

Karen Sredese

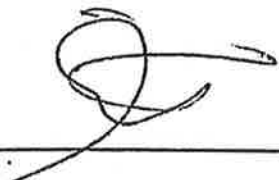
In the presence of



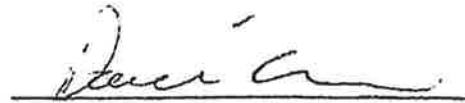
Witness signature

PA to water & facilities General Manager

Occupation
Waikato District Council



SIGNED for AUCKLAND - WAIKATO
FISH AND GAME by its authorised
signatory



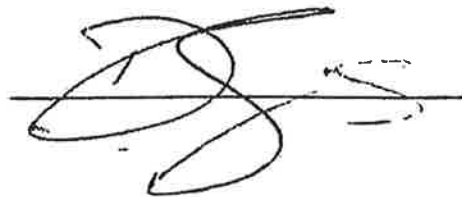
R.K. Lingard
In the presence of
RK Lingard
Witness signature
Office Manager
Occupation

SIGNED for DEPARTMENT OF
CONSERVATION by its authorised
signatory



Parvati Patel
In the presence of
Patel
Witness signature
Planning - Engineer
Occupation

SIGNED for RIVER AND CATCHMENT
SERVICES GROUP - WAIKATO
REGIONAL COUNCIL
by its authorised signatory



LYNDA MAUI KEEBLE
In the presence of
L. Keeble
Witness signature
RECEPTIONIST
Occupation

APPENDIX 1

Agreed Consent Conditions

A. Resource Consent Schedule (117991)

File Number: 61 22 19A

Consent Type: Discharge permit

Consent Subtype: Discharge to water

Applicant: Waikato District Council
Private Bag 544
Ngaruawahia 3742

Activity authorised: Discharge treated municipal wastewater from the Te Kauwhata Wastewater Treatment Plant into Lake Waikare

Location: Rata St - Te Kauwhata

Spatial Reference: NZTM 1790684 E 5857763 N

Consent Duration: This consent will expire on the fifteenth anniversary of the date of its commencement.

Conditions:

General

1. The wastewater treatment and disposal system shall be designed, operated and maintained in general accordance with:
 - (i) "Te Kauwhata Wastewater Treatment Plant Discharge Application – Assessment of Environmental Effects" Pattle Delamore Partners Ltd., January 2008 (Doc Ref 1278369),
 - (ii) "Te Kauwhata Wastewater Treatment Plant Discharge Applications 117991 and 117992" Pattle Delamore Partners Ltd., September 2010 (Doc Ref 1770596), and
 - (iii) "Te Kauwhata Wastewater Treatment Plant Discharge Applications 117991 and 117992: Update to Assessment of Environmental Effects" Pattle Delamore Partners Ltd., January 2011 (Doc Ref 1902521)

subject to the resource consent conditions below, which shall prevail should any inconsistency occur between the conditions and the application documents.

2. The consent holder shall pay the Waikato Regional Council any administrative charge fixed in accordance with section 36 of the Resource Management Act 1991, or any charge prescribed in accordance with regulations made under section 360 of the Resource Management Act 1991.

Discharge quantity

3. The maximum volume of treated wastewater discharged to Lake Waikare shall not exceed 3,600 cubic metres per day.
4. The annual average volume of treated wastewater discharged to Lake Waikare shall not exceed 1,100 cubic metres per day.

Consideration of alternative discharge options

5. The consent holder shall investigate alternative disposal locations for the disposal of treated wastewater from the Te Kauwhata Wastewater Scheme and, within two years of the commencement of this consent, shall provide a report to the Waikato Regional Council with a preliminary assessment of the alternative options. As a minimum, the report shall:
- (a) Provide details of the alternative options that have been identified;
 - (b) Identify those options which are not considered practicable and the rationale for this;
 - (c) Identify those options which are considered potentially feasible and the rationale for this. For the purposes of this condition, and as a minimum, the options of: irrigation to pasture/crops, rapid infiltration to land and further wetland treatment, are to be included, inclusive of any associated water treatment plant upgrade works.
 - (d) Identify the further investigations needed to better understand the practicability of each of the options identified in clause (c) above, and the timeframe for their assessment, including any staging of investigations;
 - (e) Provide technical workscopes for those investigations identified in clause (d) that are to be undertaken over the next two years for inclusion in the report required by Condition 6; and
 - (f) Describe the consultation undertaken during the preparation of the report, in particular the consultation undertaken pursuant to condition 18 of this consent,
 - (g) Assess progress against the timetable contained in Appendix 2.

Note: The Consent Holder has entered into an agreement with various third parties in respect of the evaluation of alternatives and records its commitment to following the process outlined in that agreement.

6. Within two years of completion of the report required by condition 5 and every two years thereafter, the consent holder shall provide a further report on alternative options to the Waikato Regional Council and as a minimum the report shall provide:
- (a) Details of the further investigations undertaken in relation to the alternative options identified in the report required by clauses (d) and (e) of condition 5 of this consent;
 - (b) An updated assessment of the practicability of implementing each of the options identified in clause (c) of condition 5 of this consent;
 - (c) Any proposed amendments to the assessments being undertaken pursuant to clause (d) of condition 5 of this consent and the rationale for this; and
 - (d) Describe the consultation undertaken during the preparation of the report, in particular the consultation undertaken pursuant to condition 18 of this consent.
 - (e) Assess progress against the timetable contained in Appendix 2.

Optimal operation

7. Notwithstanding the stated limits in conditions of this consent, the consent holder shall operate the treatment system with the objective of achieving the highest final effluent quality that can reasonably and practicably be achieved having regard to the capabilities of the treatment system, financial implications, the current state of technical knowledge and best wastewater management practice. For the avoidance of doubt, nothing in this condition requires the consent holder to achieve lower limits than those specified in condition 8 of this consent.

Discharge quality

8. The consent holder shall ensure that the quality of the discharge to Lake Waikare shall comply with the following limits:
- i) The median five day carbonaceous biochemical oxygen demand (cBOD₅) concentration shall not exceed 10 grams per cubic metre and the 90th percentile shall not exceed 20 grams per cubic metre;
 - ii) The median suspended solids (SS) concentration shall not exceed 15 grams per cubic metre and the 90th percentile shall not exceed 25 grams per cubic metre;
 - iii) The median Total Kjeldahl Nitrogen (TKN) concentration shall not exceed 6 grams per cubic metre and the 90th percentile shall not exceed 12 grams per cubic metre;
 - iv) The median total nitrogen (TN) concentration shall not exceed 8 grams per cubic metre;
 - v) The median total nitrogen load (TN_{load}) shall not exceed 8.8 kilograms per day;
 - vi) The median total phosphorus (TP) concentration shall not exceed 5.6 grams per cubic metre;
 - vii) The median total phosphorus load (TP_{load}) shall not exceed 3.1 kilograms per day;
 - viii) The median *Escherichia coli* (*E.coli*) concentration in any 12 month period shall not exceed 1500 MPN per 100 millilitres.

For the purposes of this condition, to determine compliance with the median limits (excluding *E.coli*), no more than six samples in any 12 consecutive monthly samples over the period 1 July to 30 June each year shall exceed the specified limit. To determine compliance with the median *E.coli* limit, no more than 13 samples in any 26 consecutive weekly samples shall exceed the specified limit. To determine compliance with the 90th percentile limits, no more than one sample in any ten consecutive monthly sampling events shall exceed the specified limit.

Note: For the avoidance of doubt, *E. coli* sampling is included on a fortnightly basis due to the contact recreation status of Lake Waikare.

Note: Compliance with Condition 8 shall be determined at a sampling location immediately prior to the rock seep outfall.

Wastewater monitoring

9. The consent holder shall continuously monitor the flow rate of wastewater entering and leaving the treatment plant and shall record the total daily influent and discharge volumes.
10. The consent holder shall define a sampling location or locations and the sampling method or methods to be used for monitoring the parameters in condition 8. The location(s) and method(s) used for the sampling shall be to the satisfaction of a Programme Manager of the Resource Use Group acting in a technical certification capacity.
11. The consent holder shall take grab samples of the treated wastewater:
- a) Subject to condition 11 b), on a monthly basis from the sampling location(s) referred to in condition 10 of this consent,
 - b) Notwithstanding condition 11 a), fortnightly sampling from the sampling location(s) referred to in condition 10 of this consent for *E.coli* all for the purpose of determining compliance with condition 8.

12. All wastewater quality analyses shall be undertaken by an IANZ accredited or equivalent laboratory. All methods used shall be appropriate for the wastewater analyses undertaken.

Site management

13. The consent holder shall prepare an Operations and Management Plan. This Plan shall be prepared by a suitably qualified and experienced person and shall detail how the treatment and disposal system is to be operated and maintained to ensure compliance with the conditions of this consent and consent 117992. As a minimum the Plan shall include the following matters:
 - i) A description of the wastewater treatment plant including as-built plans for the wastewater treatment facilities;
 - ii) A description of the sequence, timing and methods of construction of upgrades to the treatment plant;
 - iii) A description and schedule of the routine inspection, monitoring and maintenance procedures to be undertaken to ensure effective plant operation;
 - iv) A schedule of monitoring to be carried out to ensure effective plant operation and compliance with consent conditions;
 - v) A sampling location plan;
 - vi) A schedule of the treatment plant critical aspects and the detailed response and contingency plans to address anticipated variations from normal plant operation;
 - vii) A Botulism Management Plan to be developed following consultation with Auckland – Waikato Fish and Game;
 - viii) Procedures for recording routine maintenance and all repairs that are undertaken;
 - ix) Chain of command, responsibility and notification protocols;
 - x) Procedures for improving and/or reviewing the plant management plan.

This Plan shall be lodged with Waikato Regional Council for approval by a Programme Manager of the Resource Use Group acting in a technical certification capacity within six months of commencement of this consent, and shall be reviewed and updated annually and as required as a result of any changes in plant operation or management. An electronic copy of the management plan shall be provided to Waikato Regional Council within 10 working days of a request to do so.

14. The treatment system and discharge to Lake Waikare shall be operated, maintained and managed by appropriately experienced personnel in accordance with the Operations and Management Plan pursuant to condition 13 of this consent.
15. The consent holder shall ensure contractors are made aware of the conditions of this resource consent and shall take all reasonable steps to ensure contractors are able to comply with those conditions.

Note: An example of a reasonable step to ensure contractors are able to comply with the conditions is to require them to be fully conversant with the Operations and Management Plan required by Condition 13.

16. The consent holder shall maintain and keep a Complaints Register for all complaints made about the treatment and discharge operations received by the consent holder. The Register shall record:
- i) The date, time and duration of the alleged event/incident that has resulted in the complaint;
 - ii) The location of the complainant when the alleged event/incident was detected;
 - iii) The possible cause of the alleged event/incident;
 - iv) The weather conditions and wind direction at the site when the event/incident allegedly occurred, if significant to the complaint;
 - v) Any corrective action undertaken by the consent holder in response to the complaint.

This may be the same Register required under consent 117992. The Register shall be made available to the Waikato Regional Council at all reasonable times. Complaints which may indicate non-compliance with the conditions of this resource consent shall be forwarded to the Waikato Regional Council within 5 working days of the complaint being received.

Erection of Signage

17. The consent holder shall erect a total of four signs around the shoreline of Lake Waikare advising the public of the presence and associated potential public health risks of the treated wastewater discharge authorised by this consent. The signs shall be located such that they are clearly visible to the public. The location of, and wording on, the signs shall be to the satisfaction of the Waikato Regional Council, following consultation with the consent holder, Auckland Waikato Fish and Game, the Department of Conservation and the Ngaa Muka Development Trust.

Te Kauwhata Wastewater Treatment Consultation Group

18. Within three months of the commencement of this consent, the Consent Holder shall invite parties with an interest in Lake Waikare, including, but not limited to representatives of: Waikato-Tainui, Ngaa Muka Development Trust, Taniwha Marae, Waikare Marae, Horahora Marae, Maure Marae, and Okaerea Marae, Waahi Whaanui Trust, Auckland-Waikato Fish and Game, Department of Conservation, River and Catchment Services – Waikato Regional Council and the Lake Waikare Care Group to participate in the “Te Kauwhata Wastewater Treatment Consultation Group” (“TKWTTCG”).
- a) The purpose of the TKWTTCG, shall be as follows:
 - i. Facilitate consultation between the TKWTTCG and the Consent Holder.
 - ii. Share information about the physical, cultural and ecological health of Lake Waikare.
 - iii. Engender co-operation between the parties in order to identify and implement an option that will negate the need to discharge wastewater from the Te Kauwhata Wastewater Treatment Plant to Lake Waikare,

- iv. Engender co-operation between the parties in order to identify land that may be suitable and/or available for land based wastewater disposal.
 - v. Discuss matters relating to the preparation of the reports required by conditions 5 and 6.
 - vi. Discuss ongoing initiatives in relation to the enhancement and /or restoration of Lake Waikare.
- b) The Consent Holder shall, in complying with the reporting requirements of this consent to the Consent Authority, or when monitoring or research activities are being planned, or when results are to be submitted in accordance with this resource consent, invite the TKWTCG to a meeting to discuss any matter and share this information prior to submitting the information to the Consent Authority. The information shall be provided to the TKWTCG sufficiently in advance of the meeting so that the TKWTCG has time to review and consider it.
 - c) Notwithstanding clause b) of this condition the Consent Holder shall, at least once every six months, invite representatives of the Consent Authority and the TKWTCG to a meeting to discuss any matter relating to the exercise and monitoring of this consent. At this time the Consent Holder shall provide information on matters relating to the exercise and monitoring of this consent and the proposed work programme for the following 12 months.
 - d) The Consent Holder shall keep minutes of the meetings held in accordance with clause b) and c) of this condition and shall forward them to all attendees and the Consent Authority.
 - e) The meetings required by clauses b) and c) of this condition need not occur if the TKWTCG notifies the Consent Holder (in respect of clause b) and c)) and the Consent Authority (in respect of clause c)) that the meeting is not required.
 - f) The Consent Holder shall provide final copies of the reports prepared in accordance with the conditions of this consent to the TKWTCG concurrently with them being submitted to the Consent Authority.

Reporting

- 19. The consent holder shall forward the results of the monitoring undertaken pursuant to conditions 8 and 11 to the Waikato Regional Council, via electronic means, within one month of receipt of the results by the consent holder.
- 20. The consent holder shall provide to the Waikato Regional Council and the TKWTCG a written report by 30 September each year, addressing the following:
 - i) A summary of the monitoring results required by conditions of this resource consent for the year ending 30 June;
 - ii) Critical analysis of the monitoring data collected and comments on any emerging trends;
 - iii) Comment on compliance with the conditions of this resource consent;
 - iv) Any reasons for non-compliance or difficulties in achieving compliance with the conditions of this resource consent and a description of and a summary of the efficacy of any remedial works undertaken;

- v) Any ecological enhancement works undertaken by the consent holder in the Lake Waikare catchment; and
 - vi) Any other issue considered relevant to the consent holder.
21. The consent holder shall notify the Waikato Regional Council and members of the TKWTCG as soon as practicable after the consent holder has become aware of any occasion when the limits specified in condition 8 of this resource consent have been exceeded, or any accidental discharge, plant breakdown or other circumstance which is likely to result in the limits of this consent being exceeded. The consent holder shall, within 10 working days of the incident occurring, provide a written report to the Waikato Regional Council, identifying the breach, possible causes and steps to ensure future compliance.

Review

22. The Waikato Regional Council may, in the six month period following receipt of a report submitted in accordance with conditions 5, 6 and 20 of this consent, serve notice on the consent holder under section 128(1) of the Resource Management Amendment Act 1991, of its intention to review the conditions of this resource consent for the following purposes:
- i) To review the effectiveness of the conditions of this resource consent in avoiding or mitigating any adverse effects on the environment from the exercise of this resource consent and if necessary to avoid, remedy or mitigate such effects by way of further or amended conditions; or
 - ii) To review the adequacy of and the necessity for monitoring undertaken by the consent holder and specifically to review the frequency of record keeping and the method of record collection for the purposes of determining the most appropriate method and frequency; or
 - iii) If necessary and appropriate, to require the holder of this resource consent to adopt the best practicable option to remove or reduce adverse effects on the surrounding environment; or
 - iv) To review the conditions of this resource consent to ensure the exercise of this resource consent is not inconsistent with the Vision and Strategy for the Waikato River which is part of the Waikato Regional Policy Statement pursuant to the Waikato-Tainui Raupatu Claims Waikato River Settlement Act 2010 and, if necessary, to address any such inconsistencies by way of further or amended conditions.

Note: Costs associated with any review of the conditions of this resource consent will be recovered from the consent holder in accordance with the provisions of section 36 of the Resource Management Act 1991.

Advice Note:

These conditions of consent have been agreed by the parties listed in Condition 18 above. The agreement of these parties to these conditions is predicated on them having entered into a separate agreement with the Waikato District Council that, amongst other things, requires the Waikato District Council to contribute \$45,000 per annum that is to be used for water quality and ecological enhancement works in the Lake Waikare catchment.

B. Resource Consent Schedule (117992)

File Number: 61 22 19A

Applicant: Waikato District Council
Private Bag 544
Ngaruawahia 3742

Consent Type: Discharge permit

Consent Subtype: Discharge to air

Activity authorised: Discharge contaminants, namely odour, into the air from the Te Kauwhata WWTP

Location: Rata St - Te Kauwhata

Spatial Reference: NZTM 1790684 E 5857763 N.

Consent Duration: This consent will expire on fifteenth anniversary of the date of commencement.

Conditions:

General

1. The discharge to air shall be undertaken in general accordance with:

- (i) "Te Kauwhata Wastewater Treatment Plant Discharge Application – Assessment of Environmental Effects" Pattle Delamore Partners Ltd., January 2008 (Doc Ref 1278369),
- (ii) "Te Kauwhata Wastewater Treatment Plant Discharge Applications 117991 and 117992" Pattle Delamore Partners Ltd., September 2010 (Doc Ref 1770596), and
- (iii) "Te Kauwhata Wastewater Treatment Plant Discharge Applications 117991 and 117992: Update to Assessment of Environmental Effects" Pattle Delamore Partners Ltd., January 2011 (Doc Ref 1902521)

subject to the conditions below which shall prevail should any inconsistency occur between the conditions and the above documents.

2. The consent holder shall ensure contractors are made aware of the conditions of this resource consent and shall take all reasonable steps to ensure contractors are able to comply with those conditions.

Note: An example of a reasonable step to ensure contractors are able to comply with the conditions is to require them to be fully conversant with the Odour Management Plan required by Condition 6.

3. The consent holder shall pay to the Waikato Regional Council any administrative charge fixed in accordance with section 36 of the Resource Management Act

1991, or any charge prescribed in accordance with regulations made under section 360 of the Resource Management Act.

Site management

4. The operation, management and maintenance of the Te Kauwhata Wastewater Treatment Plant shall not result in any objectionable odours which have an adverse effect at or beyond the boundary of the properties on which the treatment plant is located.
5. There shall be no discharge of airborne contaminants as a result of the activities authorised by this resource consent to the extent that it causes an adverse effect at or beyond the boundary of the subject property on which the treatment plant is located.

Note: For the purpose of this consent, the Waikato Regional Council will use the guidelines for assessment in chapter 6.4 of the Waikato Regional Plan to determine whether adverse effects are occurring from the discharge of odour or particulate matter.

6. The consent holder shall prepare an Odour Management Plan. This Plan shall be prepared by a suitably qualified and experienced person and shall detail the methods and operational procedures adopted by the consent holder to ensure compliance with the conditions of this consent. The Plan may form part of the Operations and Management Plan specified in consent 117991. As a minimum the Odour Management Plan shall address the following matters:
 - i) A description of the entire wastewater treatment facility;
 - ii) A description of routine inspection, monitoring and maintenance procedures to be undertaken to ensure effective plant operation and compliance with consent conditions;
 - iii) Details of operational and maintenance procedures to minimise odour release from the inlet screen;
 - iv) Details of operational and maintenance procedures to minimise odour release from the aerated ponds;
 - v) Details of operational and maintenance procedures to minimise odour release during pond desludging and pond sludge drying and handling;
 - vi) Details of contingency plans and procedures to address power or equipment failure at the treatment plant;
 - vii) Details of the odour complaints procedure, record keeping and response procedure.

This Plan shall be lodged with the Waikato Regional Council for approval by a Programme Manager of the Resource Use Group acting in a technical certification capacity, within six months of commencement of this consent, and shall be reviewed and updated annually and as required as a result of any changes in plant operation or management. An electronic copy of the management plan shall be provided to Waikato Regional Council within 10 working days of a request to do so.

7. The consent holder shall maintain and keep a Complaints Register for all complaints made about the treatment and discharge operations received by the consent holder. The Register shall record:
 - i) The date, time and duration of the alleged event/incident that has resulted in the complaint;

- ii) The location of the complainant when the alleged event/incident was detected;
- iii) The possible cause of the alleged event/incident;
- iv) The weather conditions and wind direction at the site when the event/incident allegedly occurred;
- v) Any corrective action undertaken by the consent holder in response to the complaint.

This may be the same Register required under consent 117991. The Register shall be made available to the Waikato Regional Council at all reasonable times. Complaints which may indicate non-compliance with the conditions of this resource consent shall be forwarded to the Waikato Regional Council within 5 working days of the complaint being received.

8. The consent holder shall notify the Waikato Regional Council of any incident, including power, mechanical or process failure, leading to a significant emission of odour from the plant, within 24 hours of the incident being brought to the attention of the consent holder, or the next working day if the end of the 24 hour period occurs on a weekend or outside of normal office hours (9am to 5pm Monday to Friday). A written report shall be forwarded to the Waikato Regional Council within seven working days of the event occurring describing the incident, the reasons for it occurring, its consequences (including the nature of any complaints), the measures taken to remedy or mitigate its effects, and any measures taken to prevent a recurrence of the event, including any changes proposed to the Odour Management Plan.

Review

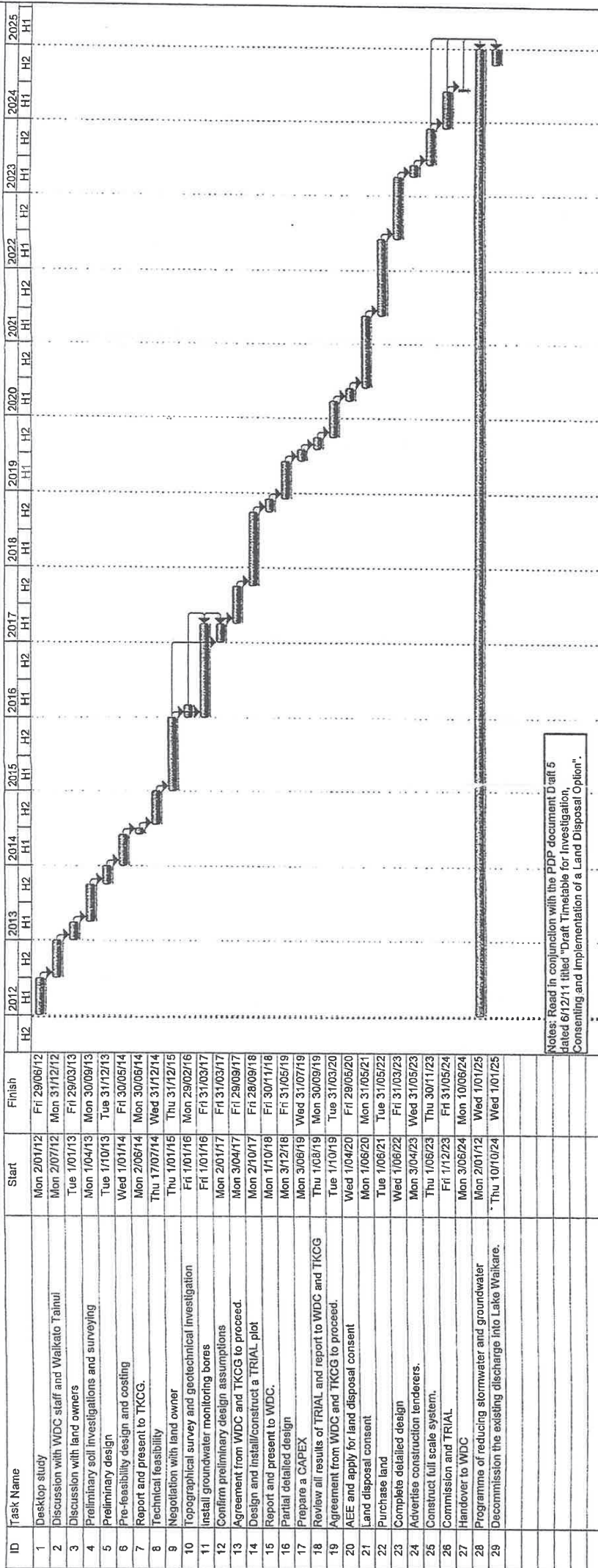
9. The Waikato Regional Council may, in the six month period following 30 June 2016 and every five years thereafter, serve notice on the consent holder under section 128 of the Resource Management Act 1991, of its intention to review the conditions of this resource consent for the following purposes:
 - i) To review the effectiveness of the conditions of this resource consent in avoiding or mitigating any adverse effects on the environment from the exercise of this resource consent and if necessary to avoid, remedy or mitigate such effects by way of further or amended conditions; or
 - ii) To review the adequacy of and the necessity for monitoring undertaken by the consent holder and specifically to review the frequency of record keeping and the method of record collection for the purposes of determining the most appropriate method and frequency; or
 - iii) If necessary and appropriate, to require the consent holder to adopt the best practicable option to remove or reduce adverse effects on the surrounding environment; or
 - iv) To review the conditions of this resource consent to ensure the exercise of this resource consent is not inconsistent with the Vision and Strategy for the Waikato River which is part of the Waikato Regional Policy Statement pursuant to the Waikato-Tainui Raupatu Claims Waikato River Settlement Act 2010 and, if necessary, to address any such inconsistencies by way of further or amended conditions.

Note: Costs associated with any review of the conditions of this resource consent will be recovered from the consent holder in accordance with the provisions of section 36 of the Resource Management Act 1991.

APPENDIX 2

Proposed Timeline

Te Kawhata Sewage Treatment Plant Resource Consent - Land Disposal Investigation Programme (Draft dated 22/12/11)



Notes: Read in conjunction with the PDP document Draft 5 dated 6/12/11 titled "Draft Timetable for Investigation, Consenting and Implementation of a Land Disposal Option".