



Appendix C

Council Resource Consents and CLCLR Information

Appendix C1 – Resource Consents

Appendix C2 – Feedback from the CLCLR Team



This page has been intentionally left blank.



Appendix C1

Resource Consents



This page has been intentionally left blank.



AUCKLAND REGIONAL COUNCIL

RESOURCE CONSENT

Granted Pursuant to the Resource Management Act 1991

CONSENT NO. 34031

CONSENT HOLDER: Enviro Waste Services Limited and Auckland Regional Council

FILE NUMBER: 10331

CONDITIONS OF CONSENT:

Date of Expiry of Permit: 31 December 2025

Purpose of Consent: To divert and discharge stormwater in the vicinity of Rosedale Landfill, from two permanent stormwater detention ponds to be constructed upstream (east) and downstream (west) of the Landfill and two temporary ponds to be constructed downstream during refuse filling.

Works:

1. Completion of the perimeter drain around the entire site.
2. Upgrading three existing ponds.
3. Construction of a new pond.
4. Installation of a flocculant dosing system initially in Pond 2 and later in pond 7.

Legal Description of land on which discharge to be undertaken: Lot 5 DP 54464 (CT 17A/372); Lots 6 and 7 DP 54464 (CT 22B/869) Pt Allot 171 S0 56933; Allot 594 SO 39085 Lot 1 DP 127427 (CT 74B/525).

Site Location: 101 Rosedale Road, Browns Bay.

Territorial Authority: North Shore City Council.

Map Reference: NZMS 260 R10 645 950

Final Discharge Quantity

AEP	Total Discharge m ³ /s
50%	1.058
10%	1.768
1%	2.755



This page has been intentionally left blank.



CONSENT NO. 34032

CONSENT HOLDER: Enviro Waste Services Limited and Auckland Regional Council

FILE NUMBER: 10332

CONDITIONS OF CONSENT:

Date of Expiry of Permit: 31 December 2025.

Purpose of Consent: Diffuse discharge of contaminants (landfill leachate) into land and groundwater.

Works: Construction of a clay liner.

Site Location: 101 Rosedale Road, Browns Bay.

Legal description of land on which discharge to be undertaken: Lot 5 DP 54464 (CT 17A/372); Lots 6 and 7 DP 54464 (CT 22B/869); Pt Allot 171 SO 56933; Allot 594 SO 39085, lot 1 DP 127427 (CT 74B/525).

Territorial Authority: North Shore City Council.
Map Reference: NZMS 271 6495000N 2664500E.
Quantity: Maximum rate of discharge is 10m³/day.

CONSENT NO. 34033

CONSENT HOLDER: Enviro Waste Services Limited and Auckland Regional Council

FILE NUMBER: 10333

CONDITIONS OF CONSENT:

Date of Expiry of Permit: 31 December 2025.

Purpose of Permit: To divert groundwater into subsoil drains beneath the landfill and hence keep groundwater from entering the refuse.

Works: Extension of existing diversion drains and batter drains.

Site Location: 101 Rosedale Road, Browns Bay.

Legal description of land on which discharge to be undertaken: Lot 5 DP 54464 (CT 17A/372); Lots 6 and 7 DP 54464 (CT 22B/869); Pt Allot 171 SO 56933; Allot 594 SO 39085 lot 1 DP 127427 (CT 74B/525).

Territorial Authority: North Shore City Council.
Map Reference: NZMS 271 6495000N 2664500E.

Quantity: The maximum rate of discharge from the diversion and batter drains shall be 180 m³/day.



CONDITIONS ON CONSENTS, 34031, 34032, 340331

LANDFILL MANAGEMENT PLAN

1. The consent holder shall prepare an Aftercare Management Plan (AMP) for the site in accordance with the Proposed Auckland Regional Plan: Air, Land and Water (PARP: ALW). An initial draft AMP shall be submitted within 90 days of granting this consent. The final AMP shall be submitted to the Manager and the Peer Review Panel for written approval **within six months** of the granting of this consent. All provisions of the AMP shall be complied with once approved. The AMP provisions shall be to the satisfaction of the Manager and the Peer Review Panel and can be reviewed should sufficient data be collected to indicate that a change is warranted or if other relevant information comes to light. Any changes shall be approved by the Manager and Peer Review Panel in writing prior to implementation.
2. The Aftercare Management Plan may be reviewed by the consent holder at not greater than yearly intervals. Before completing such a review, the consent holder shall follow the procedures in s.15.0 Community Liaison of the Management Plan and consult concerning the proposed revisions. Thereafter those revisions are to be subject to the approval in writing of the Peer Review Panel and the Group Manager Environmental Management Department, ARC.

MONITORING AND CONTINGENCY

3. The Aftercare Management Plan shall describe in detail practices for water and soil chemistry monitoring, shall contain guidelines for the determination of whether contamination is occurring including 'alert' and 'response' levels for individual contaminants, and shall provide contingency plans for remedial actions should leachate contamination occur in any part of the landfill, the groundwater underdrain, groundwater monitoring bores, the stormwater ponds, or the stream on and downstream of the site.
4. The Consent Holder shall ensure that all chemical analyses and sampling techniques are carried out in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", APHA AWWA WPCE or other standards approved in writing by the Group Manager, Environmental Management Department, Auckland Regional Council.
5. Where any leachate or other pollutants associated with the Consent Holder's operations escapes to natural water other than as authorised under this permit, the Consent Holder shall:
 - a. Undertake appropriate remedial action as soon as practicable as prescribed in the Consent Holder's Aftercare Management Plan required by Condition 1 or other such action required by the Group Manager, Environmental Management, Auckland Regional Council.
 - b. As soon as reasonably practicable notify the Group Manager, Environmental Management Department, Auckland Regional Council of the escape of wastes.
 - c. Provide the Group Manager, Environmental Management Department, Auckland Regional Council, as soon as practicable following receipt of monitoring results, a written account of the waste character, manner or cause of such escape, remedial actions undertaken and strategy for prevention of future similar occurrences.
6. The Group Manager, Environmental Management Department, Auckland Regional Council, shall review the Aftercare Management Plan at not greater than 12 month intervals and require such reasonable modifications as are considered necessary.
7. The Consent Holder shall forward the results of all water quality analyses to the Group Manager, Environmental Management Department, Auckland Regional Council, for the



preceding twelve months to 31 March, by 30 April of each year for which monitoring data has been collected, unless unusual results or results exceeding trigger values are recorded, in which case such results shall be reported immediately.

WATER QUALITY MONITORING

8. The Consent Holder shall monitor at the inlets to the sedimentation ponds for electrical conductivity on a weekly basis for a period of 12 months following the completion of the landfill capping. Electrical conductivity shall then be monitored at the inlets to the sedimentation ponds on a monthly basis for a period of one year. For the first year following completion of capping works a copy of the monitoring results shall be forwarded to the Group Manager, Environmental Management Department, Auckland Regional Council for the preceding three months to 31 March, 30 June, 30 September and 31 December of each year, within 20 working days of the end of the period concerned. Thereafter a copy of the monitoring results shall be forwarded for the preceding twelve months to 31 March by 30 April of each year for which monthly monitoring data has been collected.
9. The Consent Holder shall continuously monitor the final discharge from the sedimentation ponds for turbidity for a 12 month period following the completion of landfill capping. The level of suspended solids present in the discharge shall then be monitored at the final discharge point from the sedimentation ponds on a monthly basis for a period of two years. A copy of the continuous turbidity monitoring results shall be forwarded to the Group Manager, Environmental Management Department, Auckland Regional Council, for the preceding three months to 31 March, 30 June, 30 September and 31 December of each year, within 20 working days of the end of the period concerned. Thereafter a copy of the suspended solids monitoring results shall be forwarded for the preceding twelve months to 31 March by 30 April of each year for which monitoring data has been collected.
10. The Consent Holder shall calibrate and operate the meters required for continuous monitoring in accordance with the manufacturers specifications.
11. The Consent Holder shall ensure that if electrical conductivity indicates that leachate contamination is occurring as defined under Condition 3 at the sites required to be monitored under condition 8, a grab sample shall be taken from that site and analysed for the following parameters.

PARAMETER	UNITS
Temperature	°C
pH	
Conductivity	m S/m
Total Ammoniacal Nitrogen	N/m ³
Total Phenols	gPhenol/m ³
Volatile Acids	mg VA/m ³
COD	g O/m ³
Chloride	g Cl/m ³

Detection limits shall be as set out in the Aftercare Management Plan required under Condition 1. Should contamination as defined in the Aftercare Management Plan required under Condition 1 be detected by the analysis, then the requirements of Condition 5 for reporting procedures and polluted stormwater control shall be complied with forthwith.



12. Notwithstanding conditions above, the Consent Holder shall monitor the final discharge from the sedimentation ponds by taking a grab sample once every three months and analyse for the following parameters.

PARAMETER	UNITS
Temperature	°C
pH	
COD	g O/m ³
Total Ammoniacal Nitrogen	g N/m ³
Chloride	g Cl/m ³

Detection limits shall be as set out in the Aftercare Management Plan required under Condition number 1. Should contamination as defined in the Aftercare Management Plan be detected by the analysis, then the requirements of Condition 5 for reporting procedures and polluted stormwater control shall be complied with forthwith.

13. The Consent Holder shall sample on a six monthly basis at the final discharge from the sedimentation ponds and analyse for the following parameters:

PARAMETER	UNITS
Total Hardness	g CaCO ₃ /m ³
Sulphate	g SO ₄ /m ³
Copper	g Cu/m ³
Chromium (Total)	g Cr/m ³
Nickel	g Ni/m ³
Zinc	g Zn/m ³

Detection limits shall be as set out in the Aftercare Management Plan (Condition 1). Should contamination as defined in the Aftercare Management Plan be detected by the analysis, then the requirements of Condition 5 for reporting procedures shall be complied with forthwith.

14. If water chemistry sampling completed under any of these conditions confirms that leachate contamination has occurred then the Consent Holder shall take immediate steps to remedy the contamination and shall take all practicable steps to avoid discharging stormwater from the stormwater pond in which the contamination has occurred until it can be shown by the Consent Holder that contamination as defined in the Aftercare Management Plan required under Condition 1 is no longer occurring.

GROUNDWATER QUALITY MONITORING

15. Sampling and analysis of groundwater quality monitoring bores 2007A, 2008R, and 2015, or other alternative locations approved in writing by the Group Manager, Environmental Management Department, Auckland Regional Council, shall be undertaken by taking a grab sample six monthly. The analysis shall be for the following parameters:



PARAMETER	UNITS
Temperature	°C
pH	
Total Ammoniacal Nitrogen	g N/m ³
Chloride	g Cl/m ³

Detection limits shall be as set out in the Aftercare Management Plan (Condition 1). Should contamination as defined in the Aftercare Management Plan be detected by the analysis, then the requirements of Condition 5 for reporting procedures and polluted groundwater control shall be complied with forthwith.

16. The Consent Holder shall sample and analyse the groundwater from the groundwater quality monitoring bores 2007A, 2008R and 2015, or at other locations with the written approval of the Group Manager, Environmental Management Department, Auckland Regional Council, annually. The analyses shall be for the following parameters.

PARAMETER	UNITS
Zinc	g Zn/m ³
Copper	g Cu/m ³

Detection limits shall be as set out in the Aftercare Management Plan (Condition 1). Should contamination as defined in the Aftercare Management Plan be detected by the analysis, then the requirements of Condition 5 for reporting procedures and polluted groundwater control shall be complied with forthwith.

17. The Consent Holder shall monitor the groundwater from the following locations or at other locations with the written approval of the Group Manager, Environmental Management Department, Auckland Regional Council by taking a grab sample on a two monthly basis:

- GD4
- GD1

The sample shall be analysed for the following:

PARAMETER	UNITS
pH	
Total Ammoniacal Nitrogen	g N/m ³
Chloride	g Cl/m ³
Copper	g Cu/m ³
Zinc	g Zn/m ³

Detection limits shall be as set out in the Aftercare Management Plan required under Condition 1. Should contamination as defined in the Aftercare Management Plan be detected by the analysis, then the requirements of Condition 5 for reporting procedures and polluted groundwater control shall be complied with forthwith.



18. The Consent Holder shall forward to the Group Manager, Environmental Management Department, Auckland Regional Council prior to exercising this permit, a copy of the stratigraphic and construction logs and the results of any hydraulic or chemical testing carried out for the commissioning of any new bores constructed on the site.
19. The Consent Holder shall measure and record at six monthly intervals each date, time, and corresponding water level, in piezometer bores 2007A, 2008R and 2015, or at other locations with the written approval of the Group Manager, Environmental Management Department, Auckland Regional Council and shall submit to the Group Manager, Environmental Management Department, Auckland Regional Council, no later than 30 April each year, a return of the records for the preceding 12 months ending 31 March of that year. The water level shall be measured from the top of the casing, and shall be recorded to the nearest 0.01 of a metre.

LEACHATE MONITORING

20. The Consent Holder shall sample and analyse leachate that is disposed of to sewer annually. The analysis shall be for the following parameters:

PARAMETER	UNITS
Sulphate	gSO ₄ /m ³
Copper	gCu/m ³
Chromium	gCr/m ³
Nickel	gNi/m ³
Zinc	gZn/m ³
BOD	gO/m ³

Detection limits shall be as set out in the Aftercare Management Plan (as required under Condition 1).

PEER REVIEW PANEL

21. The Consent Holder shall retain at its cost an independent Peer Review Panel, suitably qualified and knowledgeable in landfill development and operational procedures. The composition of the panel shall be subject to approval in writing by the Group Manager, Environmental Management Department, ARC. The objective of the peer review panel is to ensure that all engineering works, operations and related activity associated with landfill closure, are designed according to good engineering practice, constructed appropriately, and routinely managed in accordance with accepted best practice and in accordance with the intent of the consent conditions.

Apart from other activities undertaken by the Panel, it shall undertake six monthly reviews of landfill operations for the first two years of the consents' duration and annually thereafter.

22. The Consent Holder shall ensure that records are kept of any site investigations for any engineering works associated with all water permits granted as part of this consent and that these records are forwarded to the Peer Review Panel.
23. The Consent Holder shall comply with any changes in design and/or construction and/or operational techniques which may be required at any time by the Peer Review Panel, if in the Panel's opinion this is necessary to achieve the satisfactory operation of the site, and compliance with the conditions of consent.



24. Prior to commencing the construction of any works associated with landfill closure, the Consent Holder shall submit all final design calculations and drawings relevant to these permits for approval by the Peer Review Panel. The Peer Review Panel shall communicate this approval to the Group Manager, Environmental Management Department, Auckland Regional Council.

POST CLOSURE CARE

25. The Consent Holder shall adopt a minimum post-closure care period of 30 years or until such time as the Group Manager, Environmental Management Department, Auckland Regional Council, certifies that Post-Closure Care is no longer required, and shall, if required, continue monitoring and maintenance during this period. The term of this requirement may be reviewed in accordance with the provisions of Special Condition 9.

STORMWATER

26. All outfalls shall be terminated with structures of such location, design and performance as to minimise erosion, risk of obstruction of the waterway, and hazards to safety. The said outfall structures shall be maintained by the Consent Holder to the preceding standards.
27. The Consent Holder shall supply the Group Manager, Environmental Management, with details of the outfall structures, indicating the size, erosion control measures and location prior to their construction.
28. The Consent Holder shall install and maintain, in a suitable position within the landfill boundary, a rain station, and record the rainfall on a daily basis while the site is manned.
29. Any changes in the location of outlets, or the location or number of the ponds shall be approved by the Group Manager, Environmental Management, prior to their construction.
30. The Consent Holder shall prepare a management plan for the operation and maintenance of all stormwater ponds and structures as part of the Management Plan required under Condition 1.
31. The Consent Holder shall dispose of sediment from ponds in a position where the sediment shall not be eroded and re-enter the stormwater system.
32. A complete set of "as built" plans shall be submitted to the Group Manager, Environmental Management, within one month of completion of the stormwater system.
33. The Consent Holder shall check and clear the debris arresters/screens on a six monthly basis and after each significant storm event.

FINANCIAL ASSURANCES

34. ARC Corporate shall make provision for ensuring that it:
 - maintains its Landfill Aftercare Fund to provide for all the obligations it has assumed under its statutory powers to dispose of leachate, gas and other noxious or harmful substances in relation to former Auckland Regional Council landfills.
 - identifies within the Aftercare Fund a sub-account ("Rosedale Account") and thereafter credits to the Rosedale Account all levies payable by Enviro Waste Services Limited in respect of the Rosedale Landfill and any other monies received on account of the Rosedale Landfill;



- preserves and expends the Rosedale Account for the purpose of compliance with all the requirements and conditions of this consent and other resource consents relating to the Rosedale Landfill exclusively of any other purpose.
 - discloses its intention to exercise its statutory rating powers in respect of the Rosedale Landfill only in the event of the exhaustion of the Rosedale Account.
 - discloses in its Annual Accounts the opening and closing annual balances of the Rosedale Account and summarising the annual receipts and expenditure through the Rosedale Account.
35. (a) Enviro Waste Services Limited shall within 3 months of granting of the resource consent enter into and maintain a bond (cash or equivalent), in terms acceptable to the Group Manager, Environmental Management Department, Auckland Regional Council.
- (b) The bond shall be in favour of the Auckland Regional Council. The bond shall provide for compliance with conditions of this resource consent. The bond shall comprise a sum of \$408,000 and its term shall be until 30 September 2007.
- (c) The Bond shall also provide for:
- (i) Variation of the bond on an annual basis within the term amending the sum of bond in accordance with the Works Construction Cost Index or other suitable alternative approved by the Group Manager, Environmental Management department, Auckland Regional Council. Such variation to be prepared by the Auckland Regional Council's solicitors.
 - (ii) Security to be provided in a lump sum by either a cash deposit with the Auckland Regional Council, a Bank Guarantee or other Guarantee acceptable to the Auckland Regional Council.
 - (iii) Such further or other securities from time to time as the Auckland Regional Council thinks fit for any increased sum of the bond.
 - (iv) Its registration (and as to Variations) against all certificates of title to the land on which the consent is to be exercised.
 - (v) Payment forthwith upon demand of the Auckland Regional Council's reasonable legal costs and disbursements on a solicitor and own client basis in respect of settling the terms and conditions of the bond, its preparation, execution, generation, enforcement, variation and ultimate release of the bond and any actions or proceedings relating to it or relative to any section of the conditions of consent under Section 128 of the Resource Management Act 1991.
- (d) Northern Disposal Systems and Enviro Waste Services Limited shall remain liable under the Resource Management Act 1991, for any breach of the conditions of this Resource Consent which occur before the expiry of this consent and for any adverse effects on the environment which become apparent during or after the expiry of the consent and the bond shall provide accordingly.
- (e) The terms of the Bond may be reviewed on the request of Enviro Waste Services Limited or by the Auckland Regional Council at yearly intervals pursuant to Section 128 of the Resource Management Act 1991 for the purpose of ensuring that this condition of consent, (including the sum and duration of the Bond) is appropriate to the level of risk occasioned by the activities which are the subject of this consent and the matters to be



bonded for in this condition. (The review provided for in this condition shall be in addition to the reviews provided for elsewhere in this consent).

- (f) The Consent Holder shall not transfer this resource consent to any person pursuant to Sections 136 and 137 of the Resource Management Act 1991 unless prior to the transfer, the transferee enters into and thereafter maintains a cash (or equivalent) bond in favour of the Auckland Regional Council in the same terms as provided in this Condition, save that the initial amount of the bond shall be determined by the Group Manager, Environmental management Department, Auckland Regional Council.

LANDFILL STABILITY

36. The Consent Holder shall undertake a review of slope stability of all permanent and long term temporary slopes, both those already constructed and those yet to be constructed and shall submit this review for approval of the Peer Review Panel.
37. The Consent Holder shall undertake redesign of proposed slopes and shall design remedial measures for existing slopes as required by the Peer Review Panel. The final design shall be approved by the Peer Review Panel.
38. The Consent Holder shall undertake remedial works as approved by the Peer Review Panel.

REVIEW OF CONDITIONS

39. Where any condition specifies a monitoring frequency, the Group Manager, Environmental Management Department, Auckland Regional Council, may decrease that frequency once adequate information is available, and the environmental record indicates that a reduction is appropriate.
40. The conditions of these consents may be reviewed by the Group Manager, Environmental Management Department, Auckland Regional Council in the year 2000, in the year 2002 and subsequently at not less than 5 yearly intervals in order:
 - i. to deal with any adverse effect on the environment which may arise from the exercise of this consent, or
 - ii. to require the discharge permit holder to adopt the best practicable option to remove or reduce any adverse effect on the environment, or
 - iii. to alter the monitoring requirements in light of the results obtained from the preceding years monitoring.
 - iv. to implement the rules of any relevant regional plan which is proposed or becomes operative after the date of commencement of this consent.

LAND USE CONSENTS

41. The Consent Holder shall hold and comply with all necessary consents for the operation of the landfill and for the post-closure care period.

STANDARD CONDITION

42. The servants or agents of the Auckland Regional Council shall be permitted access to the relevant parts of the property at all reasonable times for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.



Advice Note

The Consent Holder is advised that they will be required to pay to the Auckland Regional Council any administrative charge fixed in accordance with S.36(1) of the Resource Management Act 1991, or any additional charge required pursuant to S.36(3) of the resource Management Act 1991, in respect of these resource consents.

**THESE CONSENTS HAVE BEEN GRANTED BY THE AUCKLAND REGIONAL COUNCIL
PURSUANT TO THE RESOURCE MANAGEMENT ACT 1991.**

Eddie Grogan

Date:

**Manager
Land and Water Quality**



Decision on notification of a resource consent application

Under the Resource Management Act 1991



Application no.:	41939
Address:	62 Greville Road, Pinehill
Legal description:	Lot 502 DP 202461, Lots 5, 6 & 7 DP 54464, Lot 1 DP 127427, Pt Allot 594 Paremoremo Parish, Lot 1 DP 178109
Applicant:	Auckland Council
Proposal:	Restricted discretionary activity application for the discharge of contaminants into air from a closed landfill.

Having read the application, supporting documents, and reports by Council staff and/or its representatives, I am satisfied that I have sufficient information to consider the matters required by the Resource Management Act 1991 (RMA) and to make a determination in respect of notification.

Under section 95A and 95B of the Act, this application shall not be publicly notified or notice served on potentially affected persons because:

1. Rule 4.5.78 of the Auckland Council Regional Plan: Air, Land & Water requires the activity to be considered without public notification or the need to serve notice on affected persons in accordance with sections 95A(3) and 95B(2) of the Act;
2. No special circumstances in relation to this application;
3. There is no rule or National Environment Standard that requires public notification and nor has the applicant requested it.

Under section 95B of the Act, this application shall not be notified on a limited basis because rule 4.5.78 of the Auckland Council Regional Plan: Air, Land & Water requires the activity to be considered without public notification or the need to serve notice on affected persons in accordance with sections 95A(3) and 95B(2) of the Act.

There are no protected customary rights groups affected by this proposal.

Accordingly, this application is being decided on a **NON-NOTIFIED** basis.

Leigh McGregor
Duty Commissioner

Date 3 September 2013

62 Greville Road, Pinehill
Application reference number: 41939

1



Decision on an application for a resource consent

Under the Resource Management Act 1991



Application no.:	41939
Address:	62 Greville Road, Pinehill
Legal description:	Lot 502 DP 202461, Lots 5, 6 & 7 DP 54464, Lot 1 DP 127427, Pt Allot 594 Paremoremo Parish, Lot 1 DP 178109
Applicant:	Auckland Council
Proposal:	Restricted discretionary activity application for the discharge of contaminants into air from a closed landfill.

Having read the application, supporting documents, and report by the Council's officer, I am satisfied that I have sufficient information to consider the matters required by the Resource Management Act 1991 ("the Act") and to make a decision on this application.

Pursuant to sections 104, 104C, 105 and Part 2 of the Act, this application is **GRANTED**.

The reasons for this decision are:

1. Overall the overall adverse effects on the receiving environment will be less than minor. Subject to compliance with the conditions of consent, the effects can be further avoided, remedied or mitigated.
2. The proposal is consistent with the relevant provisions of the National Environment Standard: Air Quality, the Auckland Regional Policy Statement, the Auckland Council Regional Plan: Air, Land, Water and in particular, the integrated management required for the region's natural and physical resources.
3. The proposal is consistent with Part 2 of the Act by promoting the sustainable management of natural and physical resources. Overall the cumulative safeguards of section 5(2)(a) to (c) will be met and the proposal will thereby meets the statutory purpose.
4. The sensitivity of the receiving environment to the adverse effects of the discharge will not be compromised given the level of the discharge, the application of suitable control technology, and appropriate on-site management techniques.

CONDITIONS

Under section 108 of the Act, this consent is subject to the following conditions:

General conditions

Activity in accordance with plans

1. The plant and associated processes shall be operated in accordance with the documentation submitted to the Auckland Council as part of application 41939, where not amended by the conditions of this consent. No alterations shall be made to the plant or processes that do not, or are not likely to, comply with the requirements of this consent, a regional rule or Regulations under the Act.

62 Greville Road, Pinehill
Application reference number: 41939

1



All charges paid

2. This consent (or any part thereof) shall not commence until such time as the following charges, owing at the time this decision is notified, have been paid to the Council in full:
 - (a) All fixed charges relating to receiving, processing and granting this consent under section 36(1) of the Act; and
 - (b) All additional charges imposed under section 36(3) to enable the Council to recover its actual and reasonable costs in respect of this application, being costs which are beyond challenge.
3. The consent holder shall pay any subsequent further charges imposed under section 36 of the Act relating to receiving, processing and granting this resource consent within 20 days of receipt of notification of a requirement to pay the same, provided that, in the case of any additional charges under section 36(3) that are subject to challenge, the consent holder shall pay such amount as is determined by that process to be due and owing, within 20 days of receipt of the relevant decision.

Term of consent

4. Under section 125 of the Act, this consent will lapse five years after the date of its commencement unless:
 - (a) The consent is given effect to; or
 - (b) The Council extends the period after which the consent will lapse.
5. This discharge to air permit 41939 shall expire on 30 August 2048 unless it has lapsed, been surrendered or been cancelled at an earlier date.

Access

6. Access to the relevant parts of the property shall be maintained and be available at all reasonable times to enable the servants or agents of the Auckland Council to carry out inspections, surveys, investigations, tests, measurements or to take samples while adhering to the consent holder's health and safety policy.

Limit Conditions

7. All processes on site shall be operated, maintained, supervised, monitored and controlled to ensure that emissions authorised by this consent are maintained at the minimum practicable level.
8. Beyond the boundary of the site there shall be no dust and/or odour caused by discharges from the site, which in the opinion of an enforcement officer, is noxious, offensive or objectionable.
9. No discharges from any activity on site shall give rise to visible emissions, other than water vapour and clean steam, to an extent which, in the opinion of an enforcement officer, is noxious, dangerous, offensive or objectionable.



10. Beyond the boundary of the site, there shall be no hazardous air pollutant, caused by discharges from the site, which is present at a concentration that causes, or is likely to cause adverse effects to human health, the environment or property.
11. All processes on the site shall be operated in accordance with the Air Quality Management Plan submitted and accepted in accordance with condition 27 of this consent.
12. Surface emissions of methane shall not exceed 5,000 ppm (or 0.5% by volume) in any single location across the landfill site.
13. Methane gas concentration in the migration probes located at the landfill boundary shall not exceed 10,000 ppm (1% by volume).
14. Residual nitrogen content of landfill gas in all extraction wells shall not exceed 20% by volume while the landfill gas extraction system is operating.

Advice note:

Residual nitrogen is defined as the percentage of gas remaining after deducting the percentage of methane, carbon dioxide, oxygen (adjusted to the total air fraction) and water (adjusted for temperature) from 100%.

Monitoring conditions

15. A visual walkover site inspection shall be undertaken on a six monthly basis until five years following the initial shutdown of the gas collection system and flare. Any evidence of potential landfill gas leaks, such as odour, cracks in the landfill surface, gas bubbles, leaks in the gas collection system or vegetation damage shall be investigated. Where necessary, remedial action shall be undertaken to minimise fugitive gas discharges.
16. Surface emission monitoring shall be carried out in March 2014 and on an annual basis thereafter to demonstrate compliance with condition 12. Surface monitoring shall continue for a period of three years following the decommissioning of the gas collection system and flare and is to be continued thereafter until two such consecutive monitoring rounds demonstrate compliance with condition 12. The testing methodology shall be in accordance with that set out in the approved Air Quality Management Plan required by condition 27 of this consent.
17. Methane concentrations shall be measured and recorded in each of the gas migration probes located at the landfill boundary on a six monthly basis to demonstrate compliance with condition 13. This shall continue for a period of two years following the shutdown of the gas collection system and flare and is to be continued thereafter until three consecutive monitoring rounds demonstrate compliance with condition 13.
18. When the gas extraction system is operating, landfill gas shall be monitored at each extraction wellhead on a six monthly basis and at the flare station on an annual basis. The following parameters shall be measured and recorded:
 - (a) Gas flow rate
 - (b) Gas composition (% methane, % oxygen, % carbon dioxide, ppm carbon monoxide)
 - (c) Gas temperature



- (d) Ambient Temperature
- (e) Gas pressure
- (f) Barometric pressure

The testing methodology shall be in accordance with that set out in the approved Air Quality Management Plan required by condition 27 of this consent.

Process conditions

19. While operational, the gas extraction system, flare and engines shall be checked at least once every month to ensure that the equipment is operating within normal parameters. Any maintenance that is required or undertaken to ensure proper operation shall be recorded in a log book, in accordance with the approved Air Quality Management Plan required by condition 27 of this consent.
20. The gas collection system and flare shall be retained on site for a minimum of five years following its decommissioning. The system shall be maintained in a condition which will enable operation within three working days if a requirement to flare gas is triggered under condition 24 (a) and (b).
21. During any period of operation of the gas collection system, the consent holder shall operate the gas collection system in a manner that ensures that the rate of extraction of landfill gas is maximised, while the risk of landfill fires due to over extraction is minimised.
22. During any period when the extracted landfill gas is combusted in a landfill gas flare, the following shall apply or be in place:
 - (a) A flame arrester and backflow prevention device.
 - (b) Continuous automatic ignition system
 - (c) Automatic isolation systems to ensure that there is no discharge of unburned landfill gas from the flare in the event of flame loss.
23. Following any recommencement of gas extraction and flaring, the gas collection system shall continue to be operated until appropriate mitigation measures have been implemented to ensure that decommissioning of the gas collection system will not result in a breach of the limits set out in the conditions of this consent.
24. Extraction and flaring of landfill gas shall recommence if any of the following triggers occur within five years of the closure of the gas collection system and cannot be practically and expediently addressed by alternative means:
 - (a) Failure to comply with trigger levels set out in the approved AQMP;
 - (b) Any other adverse effects resulting from the shutdown of the landfill gas extraction and flaring system are observed by an Auckland Council enforcement officer or by personnel authorised by the consent holder;
 - (c) The consent holder chooses to recommence extraction.
25. The consent holder shall make any person responsible for discharges into air from the site aware of the conditions of this consent.



Reporting conditions

26. A summary of landfill gas monitoring results for the preceding 12 months shall be submitted to the Team Leader – Air Quality in June of each year until completion of the monitoring required by this consent. The summary shall include:
- (a) Results of the surface emissions monitoring carried out in accordance with condition 16;
 - (b) Monitoring results from the gas migration probes carried out in accordance with condition 17;
 - (c) Average volume of landfill gas extracted (m^3/hr) while the gas extraction system is operating;
 - (d) Summary of landfill gas composition in accordance with condition 18;
 - (e) Any continuous operation of the gas collection system for a period exceeding one calendar month, a comparison shall be made of the actual landfill gas production rate with that predicted by the modelling submitted as part of application number 41939. Revised predictions shall be included where significant discrepancies are identified, as well as an explanation for the discrepancies;
 - (f) Report on the status of the gas collection.
27. An Air Quality Management Plan (“AQMP”) shall be submitted to the Team Leader – Air Quality for review within six months of the date of commencement of this consent and reviewed at least once every year thereafter. Any proposed changes to the AQMP shall be submitted to the Team Leader – Air Quality for review within one month of the consent holder’s review. The AQMP shall accurately record all monitoring, management and operational procedures, methodologies and contingency plans required to comply with the conditions of this consent. The AQMP shall include, but not be limited to, the following:
- (a) Procedures for minimising emissions of contaminants into air, including inspection and maintenance procedures;
 - (b) Surface emission monitoring equipment and methodology, including potential additional testing if and when required by the site management or the Auckland Council;
 - (c) Methods for monitoring landfill gas parameters;
 - (d) Trigger levels for further investigation and remedial action for surface emissions of methane and methane migration;
 - (e) The identification of staff and contractor responsibilities;
 - (f) Procedures for responding to odour complaints; and
 - (g) Details of complaint response procedures and investigations.



28. A log shall be maintained by the consent holder of the results of all site inspections and visual assessments of the landfill site and emissions control equipment.
29. All records, monitoring and test results that are required by the conditions of this consent shall be made available upon request by an enforcement officer during working hours and shall be kept for a minimum of two years from the date of each entry.
30. An Auckland Council enforcement officer shall be notified as soon as practicable in the event of any significant discharge to air, which results or has the potential to result in a breach of these conditions or adverse effects on the environment. The following information shall be included:
 - (a) Any maintenance or repairs;
 - (b) Monitoring and inspections relating to air discharges;
 - (c) Any malfunction or breakdown leading to abnormal air discharges.
31. All air quality complaints that are received shall be recorded. The complaint details shall include:
 - (a) The date, time, location and nature of the complaint;
 - (b) The name, phone number and address of the complainant, unless the complainant elects not to supply these details;
 - (c) Weather conditions, including approximate wind speed and direction, at time of the complaint;
 - (d) Any remedial actions undertaken.
 - (e) Details of any complaints received shall be provided to the Team Leader – Air Quality within 24 hours of receipt of the complaint.

Review condition

32. The conditions of this consent may be reviewed by the Team Leader – Air Quality pursuant to section 128 of the Act by giving notice in accordance with section 129, in August 2015 and every two years thereafter in order to:
 - (a) Deal with any significant adverse effect on the environment arising from the exercise of the consent that was not foreseen at the time that the application was considered; and/or
 - (b) Consider the adequacy of conditions that prevent nuisance beyond the boundary of the site, particularly if complaints have been received on a frequent basis and have been validated by an enforcement officer; and/or
 - (c) Consider developments in emission control technology and management practices that would enable practical reductions in discharges to air; and/or
 - (d) To take account of any act of Parliament, regulation, national policy statement or relevant regional plan that relates to limiting, recording or reducing emissions authorised by this consent.



ADVICE NOTES

1. Any administrative charge fixed in accordance with section 36(1) of the Act and any additional charge required pursuant to section 36(3) in respect of this consent shall be paid to the Auckland Council.
2. Pursuant to section 126 of the Act, which provides for the Council to cancel a resource consent by written notice, if the consent has been exercised, but is not subsequently exercised for a continuous period of five years, the consent may be cancelled by the Council unless other criteria in section 126 are met.
3. The Auckland Council may at any time undertake source emission testing and/or any other monitoring to ensure compliance with the conditions of this consent. The consent holder is advised that it will be required to pay for the costs of this monitoring.
4. The consent holder shall obtain all other consents and permits required, including those under the Building Act 2004, and the Historic Places Act 1993. This consent does not remove the need to comply with all other applicable statutes (including the Property Law Act 2007), regulations, relevant bylaws, and rules of law. This consent does not constitute a building consent approval. Please check whether a building consent is required under the Building Act 2004. Approval of this resource consent, including the consent conditions, may affect a previously issued building consent for the same project, in which case a new building consent may be required. If not all resource consents have been applied for, it remains the responsibility of the consent holder to obtain any and all necessary resource consents required under the relevant requirements of the Resource Management Act.
5. If you disagree with any of the above conditions, or disagree with the additional charges relating to the processing of the application you have a right of objection pursuant to sections 357A or 357B of the Act. Any objection must be made in writing to the Council within 15 working days of notification of this decision.

Leigh McGregor
Duty Commissioner

Date 3 September 2013

62 Greville Road, Pinehill
Application reference number: 41939

7



Watercare 
An Auckland Council Organisation

B3

Watercare Services Limited

Trade Waste
73 Remuera Road,
Remuera, Auckland 1050
New Zealand

Private Bag 92 521
Wellesley St, Auckland 1141

Telephone +64 9 539 7655
www.watercare.co.nz

Fault line 24 hours 09 442 2222



Agreement No: 4037

14 June 2016

Mr Barton Bauzon
Auckland Council - Rosedale Road
Engineering and Technical Services
Private Bag 92300
Victoria Street West
Auckland 1142

Dear Sir

**SIGN AND RETURN AGREEMENT TO DISCHARGE TRADE WASTE - AUCKLAND COUNCIL
- ROSEDALE ROAD**

Please find enclosed two copies of the trade waste agreement.

Key points about the agreement are:

- Clauses 1 to 11 of the agreement represent our standard conditions.
- Clauses 12 onwards are specific to your site.

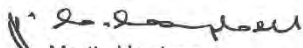
Please review the agreement to ensure it accurately describes your operations.

Please sign and return both copies to us. On receipt of both copies we will countersign, return a copy for your records and retain a copy for our records. Note the agreement is not valid until signed by both parties.

If you would like to contact a member of our trade waste team, please call 09 539 7655 or email tradewasteinfo@water.co.nz.

For information about trade waste classification and changes to the bylaw, visit www.watercare.co.nz/business/tradewaste/Pages/tradewaste.aspx.

Yours faithfully



Martin Harrison
Northern Compliance Advisor
Trade Waste
Ph: +64 (0) 9 539 7888
Email: mharrison@water.co.nz



Watercare Services Limited

Trade Waste
73 Remuera Road,
Remuera, Auckland 1050
New Zealand

Private Bag 92 521
Wellesley St, Auckland 1141

Telephone +64 9 539 7655
www.watercare.co.nz

Fault line 24 hours 09 442 2222

TRADE WASTE AGREEMENT

Customer:	Auckland Council - Rosedale Road
Agreement Reference:	4037
Customer Address:	62 Greville Road, Pinehill, Auckland
Commencement Date:	1/07/2014
Term of Agreement:	1/07/2014 to 30/06/2024
Purpose of Agreement:	To authorise the discharge of wastewater arising from landfill leachate
Wastewater Discharge Processes:	<ul style="list-style-type: none">• Landfill leachate
Site Location:	62 Greville Road, Pinehill, Auckland
Approved Point of Discharge:	<ul style="list-style-type: none">• The Point of supply connected to manhole unit ID 16039543



GENERAL CONDITIONS

1. About this agreement

1.1 What this agreement is for

This agreement is a legally binding contract between you as the occupier of the property at the Site Location (you) and Watercare Services Limited (we or us) in relation to the discharge of trade wastes at the property.

1.2 Definitions

Expressions used on the first page of this trade waste agreement have the meanings shown on that page. Other words and expressions used in this agreement are defined as follows:

Controlled Substances Standards means the generally accepted limits for concentrations of controlled substances that may be contained in trade waste discharged to our network, as determined by us from time to time by resolution

Customer terms means either Watercare's customer contract or the customer contract used by the Papakura service provider in relation to retail wastewater services provided through our network in the former Papakura district

Our network means all pipes, meters, grinders, tanks, pumps, backflow prevention devices, and any other assets on the Watercare side of the point of supply

Papakura service provider means the entity that provides retail wastewater services through our network in the former Papakura district

Point of supply means the point of supply as defined in the Customer terms

Price schedule means our current list of charges associated with the goods and services we provide

Stormwater means rain, including any rain that has run off the land or hard, impervious surfaces like roads, roofs and carparks, or higher ground

Trade waste means any liquid, with or without matter in suspension or solution, that is, or may be discharged, from trade premises to a wastewater system in the course of any business, industrial or trade process or operation, or in the course of any activity or operation of a like nature

Wastewater means water arising from any combination of residential and non-residential activity, including domestic sewage, trade waste and any stormwater specified in section 13 but no other stormwater

Wastewater services means the availability or use of the wastewater network for residential and non-residential customers and associated services

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



2. Our fees and costs

2.1 You agree to pay us all applicable fees relating to trade waste services as set out in our price schedule or as otherwise advised to you. You also agree to reimburse us for any reasonable costs we incur in relation to:

- (a) preparing this agreement;
- (b) considering and/or modifying a trade waste management plan under clause 6;
- (c) carrying out inspections, surveys, investigations, tests, measurements, and/or taking samples under clause 7;
- (d) reviewing and/or amending the terms of this agreement under clause 8;
- (e) suspending or cancelling this agreement, or your right to discharge, under clause 9.

3. Your right to discharge

3.1 Right to discharge

You may discharge into our network wastewater arising out of the Wastewater Discharge Processes and associated with the activity referred to in the Purpose of this agreement, subject to:

- (a) the terms of this agreement and you complying with this agreement at all times;
- (b) all charges for wastewater services provided at the Site Location being paid in accordance with the customer terms.

3.2 Responsibility to pay wastewater charges

Charges for wastewater services provided at the Site Location, including for the disposal of wastewater from the Wastewater Discharge Processes, will be invoiced to the customer (usually the owner of the property, but in some cases the occupier) pursuant to the customer terms. If those charges are not paid, wastewater services to the Site Location may be restricted.

3.3 Location of discharge

You may discharge only at the Approved Point of Discharge .

3.4 Term of right

The right to discharge under clause 3.1 runs for the Term of this agreement, unless before the end of the Term :

- (a) We have suspended or cancelled under clause 9.1 the right to discharge or this agreement as a whole; or
- (b) You have surrendered this agreement.

3.5 Changes to Wastewater Discharge Processes at Site Location

You must advise us of:

- (a) any intention to discharge from the Site Location into our network wastewater arising out of a process other than the Wastewater Discharge Processes; or



Watercare Services Limited

Trade Waste
73 Remuera Road,
Remuera, Auckland 1050
New Zealand

Private Bag 92 521
Wellesley St, Auckland 1141

Telephone +64 9 539 7655
www.watercare.co.nz
Fault line 24 hours 09 442 2222

TRADE WASTE AGREEMENT

Customer: Auckland Council - Rosedale Road

Agreement Reference: 4037

Customer Address: 62 Greville Road, Pinehill, Auckland

Commencement Date: 1/07/2014

Term of Agreement: 1/07/2014 to 30/06/2024

Purpose of Agreement: To authorise the discharge of wastewater arising from landfill leachate

Wastewater Discharge Processes:

- Landfill leachate

Site Location: 62 Greville Road, Pinehill, Auckland

Approved Point of Discharge:

- The Point of supply connected to manhole unit ID 16039543



GENERAL CONDITIONS

1. About this agreement

1.1 What this agreement is for

This agreement is a legally binding contract between you as the occupier of the property at the Site Location (you) and Watercare Services Limited (we or us) in relation to the discharge of trade wastes at the property.

1.2 Definitions

Expressions used on the first page of this trade waste agreement have the meanings shown on that page. Other words and expressions used in this agreement are defined as follows:

Controlled Substances Standards means the generally accepted limits for concentrations of controlled substances that may be contained in trade waste discharged to our network, as determined by us from time to time by resolution

Customer terms means either Watercare's customer contract or the customer contract used by the Papakura service provider in relation to retail wastewater services provided through our network in the former Papakura district

Our network means all pipes, meters, grinders, tanks, pumps, backflow prevention devices, and any other assets on the Watercare side of the point of supply

Papakura service provider means the entity that provides retail wastewater services through our network in the former Papakura district

Point of supply means the point of supply as defined in the Customer terms

Price schedule means our current list of charges associated with the goods and services we provide

Stormwater means rain, including any rain that has run off the land or hard, impervious surfaces like roads, roofs and carparks, or higher ground

Trade waste means any liquid, with or without matter in suspension or solution, that is, or may be discharged, from trade premises to a wastewater system in the course of any business, industrial or trade process or operation, or in the course of any activity or operation of a like nature

Wastewater means water arising from any combination of residential and non-residential activity, including domestic sewage, trade waste and any stormwater specified in section 13 but no other stormwater

Wastewater services means the availability or use of the wastewater network for residential and non-residential customers and associated services

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



2. Our fees and costs

2.1 You agree to pay us all applicable fees relating to trade waste services as set out in our price schedule or as otherwise advised to you. You also agree to reimburse us for any reasonable costs we incur in relation to:

- (a) considering and/or modifying a trade waste management plan under clause 6;
- (b) carrying out inspections, surveys, investigations, tests, measurements, and/or taking samples under clause 7;
- (c) reviewing and/or amending the terms of this agreement under clause 8;
- (d) suspending or cancelling this agreement, or your right to discharge, under clause 9.

3. Your right to discharge

3.1 Right to discharge

You may discharge into our network wastewater arising out of the Wastewater Discharge Processes and associated with the activity referred to in the Purpose of this agreement, subject to:

- (a) the terms of this agreement and you complying with this agreement at all times;
- (b) all charges for wastewater services provided at the Site Location being paid in accordance with the customer terms.

3.2 Responsibility to pay wastewater charges

Charges for wastewater services provided at the Site Location, including for the disposal of wastewater from the Wastewater Discharge Processes, will be invoiced to the customer (usually the owner of the property, but in some cases the occupier) pursuant to the customer terms. If those charges are not paid, wastewater services to the Site Location may be restricted.

3.3 Location of discharge

You may discharge only at the Approved Point of Discharge.

3.4 Term of right

The right to discharge under clause 3.1 runs for the Term of this agreement, unless before the end of the Term:

- (a) We have suspended or cancelled under clause 9.1 the right to discharge or this agreement as a whole; or
- (b) You have surrendered this agreement.

3.5 Changes to Wastewater Discharge Processes at Site Location

You must advise us of:

- (a) any intention to discharge from the Site Location into our network wastewater arising out of a process other than the Wastewater Discharge Processes; or



- (b) any material changes to the Wastewater Discharge Processes that will or may affect your ability to comply with this agreement; or
- (c) any intention to change the activity referred to in the Purpose of this agreement or undertake a new activity not referred to in the Purpose of this agreement.

4. Your obligations regarding our network

4.1 Damage to our network

You agree that you, and other people on the Site Location, will not do any of the following to any of our assets:

- tamper with, block or damage the assets;
- change or make additions to the assets;
- remove or relocate the assets;

If you do any of these things or allow them to occur, you are responsible for any damage we suffer and/or costs we incur as a result.

4.2 New connections

You must not make or allow to be made any new connections from the Site Location to our network unless we have authorised them and they are carried out by contractors we have approved. Fees for new connections are set out in the price schedule.

5. General discharge limits

5.1 General requirements

Wastewater arising out of the Wastewater Discharge Processes and discharged from the Site Location into our network must comply with the limits in our Controlled Substances Standards, except for parameters specified in clause 13 of this agreement. For those parameters, the limits in clause 13 apply to wastewater arising out of the Wastewater Discharge Processes and discharged from the Site Location rather than the limits in the Controlled Substances Standards. You can find a copy of our Controlled Substances Standards on our website at www.watercare.co.nz or ask us for a copy.

5.2 Prohibited trade waste

You may not discharge prohibited trade waste into our network. Prohibited trade waste is any trade waste that has, or is likely to have, any of the prohibited characteristics set out in Schedule 3 of the Auckland Trade Waste Bylaw 2013 (or any equivalent bylaw which succeeds it) which you can find on our website www.watercare.co.nz or ask us for a copy.

Subject to clause 13, you may not discharge any stormwater or condensing water into our network.



6. Risk Management

6.1 Preparation of trade waste management plan

You must prepare, to our reasonable satisfaction, a trade waste management plan. The plan must set out how you will manage trade wastes at the Site Location to ensure that the requirements of the Auckland Trade Waste Bylaw 2013 (or any equivalent bylaw which succeeds it) and this agreement are met. The plan must also set out how you will respond to any breaches of the discharge limits in this agreement, and how you will avoid, remedy or mitigate the adverse effects of any such breaches.

The trade waste management plan must address the following matters:

- (a) what pre-treatment systems are used, and how these systems will be checked and serviced to maintain effective operation and to ensure on-going compliance with this agreement;
- (b) what monitoring and logging systems are used and how these systems will be checked, serviced and calibrated to maintain effective operation.
- (c) identification of potential risks that could lead to the discharge of non-complying wastewater or waste into our network e.g. failure of a bulk storage chemical tank;
- (d) the measures being taken to eliminate, isolate or minimise the risk e.g. bunding of bulk chemical storage areas and isolation from our network.
- (e) a requirement that appropriately qualified staff attend to any incident as soon as possible, but in all cases within 60 minutes of becoming aware of the incident;
- (f) methods to avoid, remedy or mitigate the adverse effects of limit breaches, including but not limited to response procedures, response kits, on-call rosters, contact details and emergency power supplies; and
- (g) procedures for notifying us of potential or actual breaches of the discharge limits.

6.2 Providing trade waste management plan to us

You must provide the trade waste management plan to us within one month of the commencement of this agreement. Within one further month we will advise you of any modifications to the plan which we consider to be necessary in order for it to comply with clause 6.1.

6.3 Implementation of trade waste management plan

You must implement, comply with at all times, and maintain the trade waste management plan.

You must review the trade waste management plan 12 months after the Commencement Date and annually thereafter. If the trade waste management plan has been amended as a result of a review you must provide us with a copy of the amended trade waste management plan indicating what changes have been made. We may advise you, within one month of receiving the amended trade waste management plan, of any modifications to the plan which we consider to be necessary in order for it to comply with clause 6.1. If no amendments have been made to the trade waste management plan as a result of a review you must notify us that the review has been carried out and that no amendments have been made to the trade waste management plan.

6.4 Monitoring and reporting

In the event of a potential or actual breach of any of the discharge limits in this agreement, you must:



- (a) As soon as practicable after becoming aware of the potential or actual breach, notify us on (09) 442 2222;
- (b) Within 2 working days, provide us with written details of potential or actual breach, and work undertaken to remedy or mitigate any adverse effects to our network arising from the breach;
- (c) Within 5 working days, provide us with written details of investigations into the cause of the breach, and implement measures to avoid a similar breach occurring in the future.

7. Inspections

7.1 You must:

- (a) allow us and our agents to have reasonable access to the Site Location for the purpose of carrying out inspections, surveys, investigations, tests, measurements and/or to take samples.
- (b) provide and maintain a suitable access point for sampling and the measurement of the flow rate of wastewater discharges.

7.2 We will comply with all reasonable health and safety and other requirements you impose on us while exercising powers at the Site Location under clause 7.1.

8. Review and amendment of terms of agreement

8.1 We may review the terms and conditions of this agreement from time to time in order to address any adverse effects which may have arisen from the activities authorised by this agreement which were not foreseen when the agreement was entered into, or the adequacy of the conditions in terms of:

- (a) preventing or minimising the adverse effects of wastewater discharges from the Site Location on our assets, processes, people, the environment and/or our customers.
- (b) ensuring that we are able to comply with conditions of resource consent in relation to any part of our network;
- (c) monitoring and reporting requirements.

We will undertake such consultation with you as is reasonable in the circumstances, before making any amendments to this agreement following a review under this clause.

9. Enforcement action

9.1 Suspension or cancellation of agreement

We may at any time suspend or cancel this agreement as a whole, or the right to discharge under clause 3.1 if, in our reasonable opinion:

- (a) you have materially breached this agreement; or
- (b) you have not maintained effective control over any wastewater discharge to our network; or
- (c) you have not complied with any provision of the Auckland Trade Waste Bylaw 2013 or any equivalent bylaw which succeeds it; or
- (d) circumstances exist which make it necessary in the public interest to suspend or cancel the agreement as a whole or the right to discharge under clause 3.1; or
- (e) any conduct at the Site Location damages or threatens to cause damage to any part of our network or any discharge of wastewater from the Site Location affects or threatens to adversely affect the health and safety of any person.



We will undertake such consultation with you as is reasonable in the circumstances, before suspending or cancelling this agreement under this clause.

9.2 Disconnection by you

We may require you, at your expense, to disconnect the Site Location from our network where:

- (a) we have, under clause 9.1, suspended or cancelled this agreement as a whole or the right to discharge under clause 3.1; or
- (b) whether or not we have suspended or cancelled this agreement or the right to discharge, you have breached this agreement, the Auckland Trade Waste Bylaw 2013 or any equivalent bylaw which succeeds it.

We will undertake such consultation with you as is reasonable in the circumstances, before requiring you to disconnect under this clause.

9.3 Disconnection by us

We may, at your expense, disconnect the Site Location from our network if you do not comply with our requirement under clause 9.2 to disconnect the Site Location from our network.

10 Transfer of rights and responsibilities

10.1 This agreement is not transferable to any other person except with our prior written approval, which would not be unreasonably withheld.

11 Confidentiality

11.1 Subject to clause 11.2, we must not disclose any of the terms of this agreement to any person (other than our directors, employees, agents or professional advisers) without your consent.

11.2 Where we receive a request under the Local Government Official Information and Meetings Act 1987 for this agreement or information contained in this agreement, we must comply with that Act and accordingly may:

- (a) Refuse that request; or
- (b) Disclose the agreement or information contained in the agreement to the requestor; or
- (c) Disclose part of the agreement or information contained in the agreement to the requestor, while withholding other parts of the agreement or information requested (such as your name or other details that might identify you or cause commercial prejudice to you if disclosed).



CONDITIONS SPECIFIC TO THIS AGREEMENT

12. Wastewater from other premises

12.1 You must not allow wastewater from any other premises to be discharged from the Site Location into our network.

13. Specific discharge limits

13.1 Specific requirements

Wastewater arising out of the Wastewater Discharge Processes and discharged from the Site Location into our network must meet the following requirements:

Parameter	Requirement
Maximum discharge flow rate	3.0 litres per second
Maximum 24hr discharge volume*	120 cubic metres
pH	Between 6.0 and 10.5

* Any consecutive 24 hour period

13.2 Contaminated stormwater

Auckland Council shall take all necessary precautions to minimise the amount of stormwater entering the network. These precautions shall include at least a six monthly inspection of the landfill surface after heavy rainfall to ensure no cracks or ponding exist.



13.3 Controlled substances

Wastewater arising out of the Wastewater Discharge Processes and discharged from the Site Location into our network must meet the following requirements:

Parameter	Maximum Discharge Concentration (mg/L)	Maximum Daily Mass Discharged (kg/day)
Ammonia	200	
Chemical oxygen demand (COD)	2,000	
Conductivity (mS/m)		
Metal - Arsenic total	1.0	
Metal - Boron total	25	
Metal - Cadmium total	1.0	
Metal - Chromium total	25	
Metal - Cobalt total	10	
Metal - Copper total	10	
Metal - Lead total	2.0	
Metal - Nickel total	5.0	
Metal - Zinc total	15	
Methane % LEL	10	
Methane dissolved	0.14	
Sulphide	5.0	
Suspended solids	1,000	
Volatile organic compounds (per analyte)	5.0	

14. Protection of our network

14.1 Preliminary treatment

You must ensure that:

- All drains at the Site Location are adequately screened to prevent prohibited solids from being discharged into our network.
- Landfill gas that exhibits hazardous or prohibited characteristics is prevented from entering our network.

14.2 Your obligation to monitor and report

You must ensure that:

- A representative sample of wastewater from a typical working day is analysed on an annual basis for pH, Conductivity and all parameters listed in the controlled substances table of clause 13 by a laboratory accredited for these analyses. Analysis results are to be forwarded within 4 weeks of sampling to our Trade Waste Department in November each year for the term of this agreement.
- The presence of flammable gases (expressed as methane %LEL) is to be monitored for at least 24 consecutive hours on an annual basis at the approved point of discharge or such location as approved by Watercare Services Limited. Every attempt should be made to carry out the monitoring during a period of falling barometric pressure. The gas monitoring results will be presented graphically, including atmospheric conditions as reported by publicly available weather information sources (e.g. MetService).
- Records of all analyses, pre-treatment system servicing and equipment calibrations, are kept for a period of no less than five years and made available for inspection on request.



14.3 Failure to comply

- (a) If you fail to comply with clause 14.2 we may carry out any monitoring, sampling, analysis or other steps required under that clause and require you to pay our reasonable costs incurred in doing so.

15. Other matters

- 15.1 After 1 round of monitoring, the requirement for %LEL testing will be reviewed.
15.2 After 3 rounds of monitoring, all substance testing requirements will be reviewed.
15.3 Should Watercare monitoring indicate the significant presence of any substances or methane at any stage during the term of the agreement, we reserve the right to vary the monitoring requirements after consultation with Auckland Council.

16. Surrender of existing permit, consent or agreement

Any existing permit, consent or agreement authorising the discharge of wastewater into our network from the Site Location is surrendered by you and has no effect on and from the Commencement Date of this agreement.

17. Dispute resolution

17.1 If a dispute in connection to this agreement arises, each party must attempt in good faith to resolve the dispute. If the matter cannot be amicably settled within 20 Working Days after the date on which the dispute first arose then, at the written request of either party, the matter in respect of which the dispute has arisen must be submitted, together with a report describing the nature of such matter, to the respective Chief Executive Officers of each party (together "the Representatives").

17.2 The Representatives shall meet at a mutually convenient time (without unreasonable delay) and attempt, each acting in good faith, to resolve the dispute promptly and to the mutual satisfaction of the Representatives. Any agreed resolution reached by the Representatives shall be binding on the parties.

17.3 If the Representatives have not met within 20 Working Days of receiving a request in accordance with clause 17.1, or if they fail to reach mutually agreed resolution in accordance with clause 17.2, either party may by notice in writing given to each other within 5 Working Days refer the dispute to mediation. The mediator shall be appointed by both parties or, where the parties cannot agree on a mediator within 10 Working Days of a party referring the dispute to mediation, by the President of the New Zealand Law Society. The mediation shall be conducted in accordance with guidelines set by the mediator unless the parties agree otherwise.

17.4 In the unlikely event that the mediation does not resolve the matter, both parties reserve their normal rights.

18. Signatures

SIGNED for and on behalf of
Auckland Council - Rosedale Road

SIGNED for and on behalf of
Watercare Services Limited



Date: 24/8/16

Date:



Appendix C2

Feedback from the CLCLR Team



This page has been intentionally left blank.



Feedback from the Closed Landfills & Contaminated Land Response Team (CLCLR)

Project : Rosedale Northern Corridor Improvements (NCI)

Key CLCLR Infrastructure on site

All assets for closed landfill related risk management, monitoring, warning purposes:

- Site and specific asset security features including perimeter and internal fences, covers, guards, padlocks and signage
- bund or other structures/features designed to provide stability to the underlying landfill wastes and slopes
- liner/underdrain
- leachate collection system including trenches, collector drains, rising main, manholes, pump station and associated electrical services, trade waste discharge including pipe under northern motorway
- gas collection and control system including trenches, collector lateral pipes, ring main, wells, condensate management and connection to leachate system, perimeter migration monitoring wells, and the gas management compound incorporating the gas blower and flares, all trenches, chamber/heads, manholes, valves and systems to manage these;
- landfill waste
- landfill cap/cover including topsoil
- stormwater management systems including swales and stormwater ponds
- surface treatments including grasses and plantings
- access roads (paved, unpaved)
- services including electrical supplies, water, sewerage, trade waste and any management controls.
- leachate and groundwater monitoring well network
- consents and discharge permits

This site has specific features that require consideration along the western edge of the site abutting the northern motorway boundary:

- Earth bund, liner/underdrain.
- Surface water pond & surface water channels
- Gas collection, ring main, management and monitoring wells
- Gas management plant
- Leachate collection and management system including trade waste discharge manhole and pipe underlying the motorway
- Road access



Overarching principles for CLCLR as Closed Landfill Asset Owner

CLCLR has identified the following principles that the project must demonstrate in order for it to provide its formal *Asset Owner Approval in Principle*.

The project must demonstrate to CLCLR's satisfaction that it does not:

1. increase potential effects on the receiving environment; and
2. increase OPEX or CAPEX; and
3. adversely impact on Council's ability to manage and use its closed landfill site.

More specifically, the project must, in relation to the above overarching principles, achieve all of the following sub-points or criteria.

- i. No assets are to be located on non-Council owned land unless there is unrestricted right of access provided for operation, maintenance, improvements and security of those assets, providing Council with the ability to undertake works without additional restrictive health and safety considerations; and
- ii. Does not have a detrimental impact on leachate quality and quantity; and
- iii. Adequate provisions are to be made for stormwater management to avoid any increase in infiltration of stormwater into the waste mass; and
- iv. Does not increase ongoing cost of pumping/treating/managing leachate; and
- v. Does not result in the potential for increased leachate levels within the landfill; and
- vi. Does not reduce the efficiency of the landfill gas extraction system; and
- vii. Loadings or excavations do not have any impact on the stability of the landfill and associated assets; and
- viii. Does not impact negatively on Council's ability to comply with discharge consents; and
- ix. Maintains existing monitoring locations and access, or replace with equivalent assets; and
- x. Demonstrates Safety in Design Principles in any infrastructure/land to be maintained by CLCLR. (CLCLR to be involved in design phase); and
- xi. Does not unduly impact on the development and use of the site as Public Open Space at some point in the near future.
- xii. Any cut slopes do not impact on the ability to maintain vegetation (e.g. not require specialist treatment/equipment/methods).

The project Team needs to review the implications of the proposal on Council's discharge consents and its ability to meet consent conditions, and propose options to ensure Council remains in compliance.