



## Appendix 4L – Proposed Conditions of Consent

Ashbourne Retirement Village Fast Track Approvals

Substantive Application

Proposed Conditions of Consent

15 July 2025

**B&A**

Urban & Environmental

Prepared for:  
Matamata Development Limited

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## 1.0 Introduction

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These proposed conditions of consent have been prepared in accordance with Schedule 6 Clause 6 of the Fast-track Approvals Act 2024 ('FTAA'). A full suite of conditions required to deliver each of the individual consent approvals required for each project part are provided in the wider application documents, including Superlot Subdivision, Residential, Retirement Village, and Solar Farms.

This report sets out the full suite of conditions required to deliver each of the individual consent approvals required for the **Retirement Village** portion of the project.

The development of the proposed conditions of consent package has been guided by the following key objectives to ensure clarity, efficiency, and regulatory compliance while facilitating high-quality development outcomes:

- **Alignment with Council Standards:** Where practicable, conditions align with Matamata Piako District Council (MPDC) and Waikato Regional Council (WRP) standard consent provisions to promote consistency, familiarity, and workability within the context of the site;
- **Clarity and Simplicity:** The proposed conditions of consent have been consolidated and streamlined to enhance readability, eliminate redundancy, and use clear, plain language for accessibility;
- **User-Friendly Conditions:** The proposed conditions of consent are drafted to be practical and understandable for all key stakeholders, including the EPA, applicant, contractors, future build partners, consultants, Council officers, and relevant agencies;
- **Balanced Outcomes:** The proposed conditions of consent are tailored to deliver balanced outcomes for all parties, including environmental protection, regulatory compliance, the applicant, neighbouring properties, and Council's monitoring team;
- **Structured for Project Complexity:** Separate proposed condition sets have been developed for the four project parts within the Application (superlot subdivision, residential, retirement village, and solar farms), ensuring that each project can be implemented independently while maintaining compliance with requirements and performance standards;
- **Clear Condition Application:** The proposed conditions of consent are structured to clearly differentiate between those applying to the overall development, specific stages, sub-stages, or individual lots, facilitating ease of implementation;
- **Long-Term Compliance:** Recognising the multi-stage nature of the development and the involvement of multiple delivery partners (including future build partners), The proposed conditions of consent are designed to be fit for purpose. Key delivery obligations are clearly defined for each stage;
- **Enabling Development While Safeguarding Environmental Outcomes:** The proposed conditions of consent allow certain project elements to be delivered independently where appropriate, while ensuring strong environmental safeguards remain in place; and
- **Best Practice Resource Management:** The proposed conditions of consent are structured to reflect sound resource management principles, ensuring that the development complies with statutory requirements and aligns with planning best practices.

To this end, the following section describes how the proposed conditions of consent are structured to deliver the above objectives.

## 1.1 Structure of Consents and Proposed Conditions

Given the timing and staging of the various works across the project and subsequent consent approvals that are sought, the proposed conditions of consent have been supplied across four documents (**Appendix 2D**, **Appendix 3L**, **Appendix 4L**, and **Appendix 5O**) to reflect the consent approvals that are required for each part of the project. These are diagrammatically set out in **Figure 1**, with a summary on how each condition set has been structured within each conditions document. Note that placeholders have been purposefully left within proposed conditions documents for the addition of approved document references where applicable.

Vol 2 Stage 0 Subdivision	Vol 3 Solar Farm	Vol 4 Retirement Village	Vol 5 Residential and Greenway
<b>NESCS under Regulation 9(1)</b> <b>MPODC Section 11 Subdivision Consent</b>	<b>NESCS under Regulation 9(1)</b> <b>WRP Section 9 Land Use Consents:</b> <ul style="list-style-type: none"><li>• Drilling activities;</li><li>• Construction of culvert.</li></ul>	<b>NESCS under Regulation 9(1)</b> <b>WRP Section 9 Land Use Consents:</b> <ul style="list-style-type: none"><li>• Drilling activities.</li></ul>	<b>NESCS under Regulation 9(1)</b> <b>WRP Section 9 Land Use Consents:</b> <ul style="list-style-type: none"><li>• Drilling activities;</li></ul>
	<b>MPODC Section 9 Land Use Consents</b>	<b>WRP Section 14 Water Take Consents:</b> <ul style="list-style-type: none"><li>• Groundwater take.</li></ul>	<b>WRP Section 14 Water Take Consents:</b> <ul style="list-style-type: none"><li>• Groundwater take;</li><li>• Watercourse diversion.</li></ul>
		<b>WRP Section 15 Discharge Consents:</b> <ul style="list-style-type: none"><li>• Discharge of water or sediment-laden water;</li><li>• Discharge of wastewater.</li></ul>	<b>WRP Section 15 Discharge Consents:</b> <ul style="list-style-type: none"><li>• Discharge of water or sediment-laden water;</li><li>• Discharge of stormwater.</li></ul>
		<b>MPODC Section 9 Land Use Consents</b> <b>MPODC Section 11 Subdivision Consent</b>	<b>MPODC Section 9 Land Use Consents</b> <b>MPODC Section 11 Subdivision Consent</b>

**Figure 1: Structure of Required Consents**

## 1.2 Structure of the Proposed Conditions of Consent

Given the timing and staging of the various works across the project and subsequent consent approvals that are sought, the proposed conditions of consent have been structured in eight parts to reflect the eight distinct consents required. These are:

- (1) District Council Land Use Consent
- (2) District Council Subdivision Consent
- (3) Regional Council Consent – Land Disturbance
- (4) Regional Council Consent – Bore Drilling
- (5) Regional Council Consent – Groundwater Take
- (6) Regional Council Consent – Temporary Groundwater Take
- (7) Regional Council Consent – Stormwater Discharge
- (8) Regional Council Consent – Wastewater Discharge

Within each project part, the proposed conditions of consent have been separated to reflect the consent approvals that are sought for each part of the project.

## 2.0 Abbreviations and Definitions

Abbreviation/term	Meaning/definition
ADP	Accidental Discovery Protocol
AEE	Assessment of Effects on the Environment
ASS	Acid Sulphate Soils
Certification	Certification is confirmation from a Consent Authority that a Management Plan meets the objectives and requirements of the conditions of the consents that relate to it
CIA	Cultural Impact Assessment
CMP	Construction Management Plan
CNVMP	Construction Noise and Vibration Management Plan
Completion of Construction	When construction of the Project (or the relevant part of the Project) is complete and it is available for use
Consent Authority	Means a regional council, a territorial authority, or a local authority that is both a regional council and a territorial authority, whose permission is required to carry out an activity for which a resource consent is required under the RMA
Consent Holder	Matamata Development Limited
Construction Works	Activities undertaken to construct the Project under these resource consents, excluding Enabling Works
CSMP	Contaminated Soil Management Plan
CTMP	Construction Traffic Management Plan
Detailed Design	Develops the indicative design (for consenting) to a stage where the design is refined and plans are set for construction
DOC	Department of Conservation
EMP	Ecological Management Plan
Enabling Works	Include the following and similar activities: Geotechnical and hydrogeological investigations and land investigations, including formation of access on land for investigations; Establishing site yards, site offices, site entrances and fencing; Demolition and removal of buildings and structures; Relocation of services; and Health and safety measures.
EPA	Engineering Plan Approval
ESCP	Erosion and Sediment Control Plan
FMP	Fish Management Plan
GCR	Geotechnical Completion Report
GEMP	Geotechnical Effects Management Plan
GMCP	Groundwater Monitoring and Contingency Plan
HNZPT	Heritage New Zealand Pouhere Taonga
LBMP	Long-tailed Bat Management Plan

LMP	Lizard Management Plan
Manager	The Manager for resource consents of the relevant council or authorised delegate
MPDC	Matamata Piako District Council
NES-CS	National Environmental Standard for Managing Contaminants in Soil
NPS-FW	National Policy Statement – Freshwater Management
OMMP	Operation, Monitoring and Maintenance Plan
PP	Planting Plan
Project	Ashbourne Solar Farms
Project Liaison Person	The person or persons appointed by the Requiring Authority / Consent Holder to be the main and readily accessible point of contact for persons wanting information about the Project or affected by the construction work.
RAP	Remedial Action Plan
RITS	Regional Infrastructure Technical Specifications
RMA	Resource Management Act 1991
Suitably Qualified Person	A person (or persons) who can provide sufficient evidence to demonstrate their suitability and competence in the relevant field of expertise.
SQEP	A suitably qualified environmental practitioner for the purposes of the assessment of contaminated land (Guidance on what is expected of the SQEP is provided in the NESCS Users' Guide 2012).
SVR	Site Validation Report
TMP	Traffic Management Plan
NZTA	Waka Kotahi New Zealand Transport Agency
WRC	<p>Waikato Regional Council</p> <p>For the purposes of submitting information in relation to the below conditions WRC has the meaning of "Chief Executive (or nominee)"</p>

## 3.0 Schedule 1 – Register of Specialist Documentation

Document	Appendix No.	Author	Date	Document Version
AEE	N/A	Barker and Associates	14/07/2025	A
Ashbourne Retirement Village Architectural Drawings	–	Appendix 4A	HPA	29/05/2025
Retirement Village Landscape Package	Appendix 4B	Greenwood Associates	26/05/2025	-
Landscape Assessment Report	Appendix 4C	Greenwood Associates	04/06/2025	0
Landscape Visual Simulations	Appendix 4C	Greenwood Associates	29/05/2025	-
Ashbourne Retirement Village Infrastructure Report	Appendix 4D	Maven Matamata Ltd	24/06/2025	A
Ashbourne Retirement Village Engineering Drawings	Appendix 4D	Maven Matamata Ltd	07/2025	A
Ashbourne Retirement Village Construction Management Plan	Appendix 4E	Maven Matamata Ltd	05/06/2025	A
Ashbourne Retirement Village Earthworks Management Plan	Appendix 4F	Maven Matamata Ltd	05/06/2025	A
Ashbourne Retirement Village Stormwater Operation and Maintenance Plan	Appendix 4G	Maven Matamata Ltd	05/06/2025	A
Construction Noise and	Appendix 4H	Styles Group	04/06/2025	-

Vibration Assessment				
Draft Construction Noise and Vibration Management Plan	Appendix 4I	Styles Group	05/06/2025	-
Rules Assessment	Appendix 4J	Barker and Associates	-	-
Objectives and Policies Assessment	Appendix 4K	Barker and Associates	-	-
Proposed Conditions of Consent	Appendix 4L	Barker and Associates	15/07/2025	A
Water Management Plan	Appendix 4M	WGA	18/06/2025	A
Cultural Impact Assessment	Appendix 1H	-	March 2025	-
Assessment of Ecological Effects	Appendix 1I	Ecological Solutions	14/07/2025	-
Ashbourne Ecological Management Plan	Appendix 1J	Ecological Solutions	July 2025	-
Economic Assessment of Proposed Development in Matamata	Appendix 1K	Insight Economics	23/06/2025	-
Land Use Capability Classification Assessment	Appendix 1L	Landsystems	21/08/2024	-
Geotechnical Investigation Report	Appendix 1M	CMW Geosciences	22/05/2025	1
Geotechnical Effect Management Plan	Appendix 1M	CMW Geosciences	22/05/2025	0
Ashbourne Development Hydrogeological Effects Assessment	Appendix 1N	WGA	18/06/2025	C
Hazardous Substances Management Plan	Appendix 1O	SLR Consulting New Zealand	27/05/2025	2.0

Integrated Transport Assessment	Appendix 1P	Commute Transportation Consultants	09/07/2025	-
Urban Design Assessment	Appendix 1Q	Barker and Associates	06/06/2025	3
Preliminary and Detailed Site Investigation	Appendix 1R	SLR Consulting New Zealand	28/05/2025	2.0
Contaminated Soils Management Plan	Appendix 1S	SLR Consulting New Zealand	27/05/2025	3.0
Acid Sulphate Soils Management Plan	Appendix 1T	SLR Consulting New Zealand	27/05/2025	2.0

## 4.0 District Council Conditions of Consent – Land Use Consent

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### Definitions

In these conditions, the terms below shall have the meaning defined as follows:

**“Council”** shall mean the Matamata-Piako District Council

**“Retirement Village”** shall mean the 218 retirement units, community facility, 2 staff accommodation dwellings, 70-bed hospital, and associated earthworks, infrastructure, and private and communal outdoor living areas located within Lot 1 of the Subdivision consented under **Volume 2**, and as described and shown on the drawings and information referenced in **Schedule 1**.

**“RITS”** shall mean The Waikato Local Authority Shared Services, Regional Infrastructure Technical Specification

**“Stage”** shall mean Stages 1 to 10 as defined below

**“Sub-Stage”** shall mean a smaller development area being a portion of any of Stages 1 to 10

**“Stage 1”** shall mean Stage of the Retirement Village covering an area of 38,000m<sup>2</sup> comprising the following:

- 25 villas and the first stage of the facilities building, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A041 and titled “Proposed Stage 1 Plan”
- Construction of roads and vehicle crossing to Station Road, raingardens adjacent to roads, construction of Stormwater Pond 1, wastewater pump station and wastewater treatment plant (WWTP), along with wastewater rising main connecting pump station to WWTP, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-1 and titled “Proposed Staging Plan Stage 1”

**“Stage 2”** shall mean Stage 2 of the Retirement Village covering an area of 18,480m<sup>2</sup> comprising the following:

- 27 villas, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A042 and titled “Proposed Stage 2 Plan”
- Construction of roads, raingardens adjacent to roads, and wastewater extension beyond boundary of Stage 2, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-2 and titled “Proposed Staging Plan Stage 2”

**“Stage 3”** shall mean Stage 3 of the Retirement Village covering an area of 24,280m<sup>2</sup> and comprising the following:

- 28 villas and the second stage of the facilities building, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A043 and titled “Proposed Stage 3 Plan”
- Construction of roads, raingardens adjacent to roads, and wastewater extension beyond boundary of Stage 3, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-3 and titled “Proposed Staging Plan Stage 3”

**“Stage 4”** shall mean Stage 4 of the Retirement Village covering an area of 16,290m<sup>2</sup> and comprising the following:

- 27 villas, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A044 and titled “Proposed Stage 4 Plan”
- Construction of roads, raingardens adjacent to roads, and wastewater extension beyond boundary of Stage 4, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-4 and titled “Proposed Staging Plan Stage 4”

**“Stage 5”** shall mean Stage 5 of the Retirement Village covering an area of 26,230m<sup>2</sup> and comprising the following:

- 26 villas, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A045 and titled “Proposed Stage 5 Plan”
- Construction of roads, raingardens adjacent to roads, and wastewater extension beyond boundary of Stage 5, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-5 and titled “Proposed Staging Plan Stage 5”

**“Stage 6”** shall mean Stage 6 of the Retirement Village covering an area of 15,460m<sup>2</sup> and comprising the following:

- 25 villas, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A046 and titled “Proposed Stage 6 Plan”
- Construction of roads, raingardens adjacent to roads, and wastewater extension beyond boundary of Stage 6, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-6 and titled “Proposed Staging Plan Stage 6”

**“Stage 7”** shall mean Stage 7 of the Retirement Village covering an area of 16,540m<sup>2</sup> and comprising the following:

- 24 villas and the third stage of the facilities building, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A047 and titled “Proposed Stage 7 Plan”
- Construction of roads, raingardens adjacent to roads, and wastewater extension beyond boundary of Stage 7, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-7 and titled “Proposed Staging Plan Stage 7”

**“Stage 8”** shall mean Stage 8 of the Retirement Village covering an area of 25,000m<sup>2</sup> and comprising the following:

- 25 villas, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A048 and titled “Proposed Stage 8 Plan”
- Construction of roads, raingardens adjacent to roads, and wastewater extension beyond boundary of Stage 8, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-8 and titled “Proposed Staging Plan Stage 8”

**“Stage 9”** shall mean Stage 9 of the Retirement Village covering an area of 7,760m<sup>2</sup> and comprising the following:

- 11 villas, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A049 and titled “Proposed Stage 9 Plan”
- Construction of roads, raingardens adjacent to roads, and wastewater extension beyond boundary of Stage 9, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-9 and titled “Proposed Staging Plan Stage 9”

**“Stage 10”** shall mean Stage 10 of the Retirement Village covering an area of 11,720m<sup>2</sup> and comprising the following:

- 70-bed hospital and 2 dwellings for nurses accommodation, as shown on the plan by HPA Group Limited – Ashbourne Retirement Village, reference A050 and titled “Proposed Stage 10 Plan”
- Construction of roads, raingardens adjacent to roads, and wastewater extension beyond boundary of Stage 10, as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C800-10 and titled “Proposed Staging Plan Stage 10”

**“Earthworks Stages”** shall mean Stages 1-3 of the earthworks as shown on the plan by Maven Associates – Ashbourne Retirement Village, reference C8100 and titled “Proposed Earthworks Staging Overview Plan”

## 4.1 General Conditions Applicable to All Stages

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### 4.1.1 Compliance with Application

- (1) That the Retirement Village shall, except as otherwise directed in the conditions below, be established, operated, and maintained in general accordance with all drawings and information as listed in Schedule 1 and received by the EPA on XXXXX 2025. Where there is any conflict between the information and drawings referred to above and the conditions of this resource consent, the conditions shall prevail.
- (2) The Consent Holder shall be responsible for all contracted operations relating to the exercise of this land use consent, and shall ensure contractors are made aware of the conditions of this consent and their requirement to comply with those conditions.
- (3) Copies of this land use consent and any certified management plans shall be kept onsite at all times that the works authorised by this consent are being undertaken, and shall be produced without unreasonable delay upon request from a servant or agent of a consent authority.
- (4) That pursuant to clause 26(2) of Schedule 5 to the FTA, the consent numbered LCXXXXXX shall lapse five (5) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

### 4.1.2 Review

- (5) MPDC may once per year in either the last 5 working days of May or November within 12 months of the completion of the most recent completed stage, serve notice on the Consent Holder under Section 128(1) of the RMA to review the conditions of this consent where:
  - a. A material adverse effect which was not identified in the AEE (and supporting material for the resource consent application) has arisen; or
  - b. The magnitude of adverse effects from the project are materially larger than what was indicated in the AEE (and supporting material for the resource consent application).

Reasonable costs associated with any review of conditions of this consent will be recovered from the Consent Holder in accordance with the provisions of Section 36 of the RMA.

#### 4.1.3 Legal

- (6) That prior to the occupation of any Unit within the Retirement Village, the Consent Holder shall supply the Council's Legal Officer with written confirmation that the village has been registered in accordance with the Retirement Villages Act 2003.
- (7) That the Occupation Rights Agreement required by Section 27 of the Retirement Villages Act 2003, as it applies to Units XX to XX of the Retirement Village, shall include the following clause (or similar):

*The Occupiers of the said units adjoin a working rural environment and that, for the duration that the adjoining land is being used for rural activities, the Occupiers must receive any effects of neighbouring lawfully established and operating rural activities without complaint or request for enforcement action. Occupiers of the said units shall not participate in any legal or other action in opposition to lawfully established and operating rural activities on Rural zoned land adjoining the said units.*

The Consent Holder shall provide a copy of the Occupation Rights Agreement to Council's Legal Officer to confirm the above clause, prior to the occupation of units. Confirmation may be provided as appropriate to the staging of the development.

- (8) That the Consent Holder shall include within any Occupation Rights Agreement and/or Code of Residents Rights prepared in accordance with Schedules 3 and 4 of the Retirement Villages Act 2003:
  - a. Details of infrastructure which is privately owned, operated and maintained by the Operator for the Retirement Village; and
  - b. A condition that specifies the maximum number of permanent residents per Unit is two (excluding health care workers or dependent persons who may reside within the Units on a semi-permanent basis).

Prior to the occupation of any Unit within the Retirement Village, a copy of the Occupation Rights Agreement and/or Code of Residents Rights shall be supplied to the Council's Legal Officer to confirm that the above clauses have been included.

#### 4.1.4 Staging

- (9) That prior to the occupation of any Unit on site, a survey plan under **SUBXXXX** must have been submitted to MPDC for approval. Physical works, including the provision of access, stormwater, wastewater, water supply, telecommunications and power connection associated with Lot 1 of **SUBXXXX** shall be undertaken as conditioned for Stage 1 of the development prior to the occupation of any unit.
- (10) That the development may be undertaken in Stages or Sub-Stages, subject to that Stage or Sub-Stage complying with all relevant conditions within this resource consent; and that the Stage or Sub-Stage has been designed in general accordance with the plans, drawings, and information referenced in Schedule 1; and the Stage or Sub-Stage is able to be serviced in accordance with the conditions of this consent.
- (11) That prior to the issue of planning clearance associated with any building consent application within any Stage or Sub-Stage, the Consent Holder shall provide a Stage Development Plan and supporting information covering the entire Stage or Sub-Stage for certification by the

Manager of Resource Consents, Matamata Piako District Council that Condition (10) above can be met.

## 4.2 Building Typology and Development Controls – All Stages/Sub-Stages

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### 4.2.1 General Accordance

(12) That development of the Retirement Village shall generally comply with the Architectural Plans and Drawings prepared by HPA and referenced in Schedule 1, unless otherwise provided for by the conditions of this resource consent.

**Advice Note:** The term “generally comply” allows an increase or decrease in floor area by up to 10% and permits minor variations in the details of villas and their layout, and the location, type and number of villas of each typology within the village and in the staging of the village, without the need to apply for a change of consent conditions (Section 127 of the RMA); subject to compliance with all other development control conditions of this resource consent. This also applies to minor variations in the details of the ancillary buildings, maintenance sheds, activity sheds, staff accommodation, facilities building, and aged-care hospital. For the avoidance of doubt, “generally comply” does not permit an increase in the total number of units.

(13) That:

- a. The number of Units within the Retirement Village (including all Stages and Sub-Stages) shall not exceed 220 which shall include a maximum of two staff dwellings; and
- b. The total building coverage for all buildings (all 220 units, Aged Care Hospital, Facilities Building) shall not exceed 41,800m<sup>2</sup> (21%).

**Advice Note:** This maximum building coverage includes the 10% increase permitted under Condition (12).

(14) That all Units shall be separated by a minimum of 3.5 metres from adjoining building except:

- a. Standalone Units with an adjoining garage, in which case the minimum separation except for the adjoining garage, shall be 1.3 metres; and
- b. Where the building is a maintenance/storage shed, in which case the building can be adjoining.

(15) That all Units shall be setback a minimum of:

- a. 2.5 metres from the internal roads (measured from the edge of carriageway/kerb);
- b. 10 metres from Station Road;
- c. 2.5 metres from any external boundary of the site (Proposed Lot 1 SDXXX) common with Proposed Lot 2 (SDXXX) and Proposed Lot 4 (SDXXX); and
- d. 10 metres from any external boundary of the site (Proposed Lot 1 SDXXX) common with Lots 18, 20, 21, 26, 27, 28, and 34 Deposited Plan 562902.

(16) That no part of any building shall exceed a height of 2.5m plus the shortest horizontal distance between that part of the building and the nearest External Boundary, provided that this shall not apply to the apex of the gable ends of a roof, being no more than 1m<sup>2</sup> in area.

#### 4.2.2 Standalone and Duplex Units

(17) That Standalone and Duplex Units shall be of a single storey design with a maximum height of no more than 6m above finished ground level.

(18) That every Standalone or Duplex Units shall comply with the following private outdoor living areas requirements:

- For Unit Typologies BS and BE a minimum private outdoor living area of 70m<sup>2</sup> including a circle with a minimum diameter of 4m which shall be located to the west, east, or north of the Unit;
- For Unit Typologies CS and CN a minimum private outdoor living area of 100m<sup>2</sup> including a circle with a minimum diameter of 4m which shall be located to the west, east, or north of the Unit;
- For Unit Typology D a minimum private outdoor living area of 100m<sup>2</sup> including a circle with a minimum diameter of 5m which shall be located to the west, east, or north of the Unit;

***Advice Note:** For the avoidance of doubt, the outdoor living area measurements may include outdoor covered patio areas.*

(19) That a minimum of two carparks for every Unit shall be provided exclusive of the Facilities car parking spaces, including one within a garage. Carparks can be stacked.

#### 4.2.3 Facilities Building

(20) That the Facilities Building may be provided within one building or multiple buildings, subject to:

- The building or buildings being located, designed, constructed and maintained generally in accordance with the information, plans, and drawings referenced in Schedule 1 attached to this consent with a Maximum Gross Floor Area of 1,300m<sup>2</sup>;
- The maximum height of the building shall not exceed 7m; and
- The provision and maintenance of no less than 41 carparks in accordance with the RITS exclusively for the use of persons attending the Facilities Building, along with at least 2 carparks for staff vehicles.

(21) That the maximum occupancy of the Facilities Building can at any time be 300 persons and include a maximum of 50 non-residential guests. A record of events, including dates, times, and number of attendees shall be retained and made available for inspection by Council's Monitoring Officer upon request.

#### 4.2.4 Aged Care Hospital

(22) That the Aged Care Hospital shall comply with the following standards:

- The Aged Care Hospital shall be located, designed, constructed, and maintained generally in accordance with the drawings referenced in Schedule 1 attached to this consent;
- The maximum height of the Aged Care Hospital shall not exceed 7m;
- The Aged Care Hospital shall have a maximum patient occupancy of 71 patients at any time;

d. The provision and maintenance of no less than 42 carparks in accordance with the RITS exclusively for the use of persons attending the Aged Care Hospital.

#### 4.2.5 Retaining Walls/Fencing

(23) That retaining walls constructed within or on the boundaries of the site shall have a retained height of less than 1.5m and shall be specifically designed by an appropriately qualified and experienced engineer in accordance with the accepted engineering practice to ensure adequate support including a reasonable allowance for surcharge loadings likely to occur during the life of the structure, with appropriate provision for drainage.

(24) That retaining walls shall not be located within easement or easement in gross areas.

(25) That fences erected on retaining walls shall not exceed a height of 2.5m as measured from the finished ground level at the “toe” (bottom) of the retaining wall to the top (highest point) of the fence erected on the retaining wall.

#### 4.2.6 Landscaping

(26) That the private and communal living areas and roads for each Stage or Sub-Stage shall be landscaped and maintained in general accordance with the drawings as set out in Schedule 1.

(27) That a ‘Planting and Establishment Plan’ (‘PEP’) must be submitted to MPDC Resource Management department at least 10 working days prior to the establishment of planting which adjoins existing Lots 18, 20, 21, 26, 27 DP 562902 as identified on the Plan prepared by Greenwoods Associates titled “Highgrove/Retirement Village Buffer Planting” and referenced in Schedule 1. Planting is to occur during the first planting season (April – September) following the completion of each earthworks stage as per the Maven Drawing C200 referenced in Schedule 1. The objective of the PEP is to set out how planting will buffer and soften the edge of the development on the existing environment. The PEP shall include but not be limited to:

- (a) Scope of works overview
- (b) Plant installation requirements
- (c) Site preparation and plant supply standards
- (d) Transport, handling and protection of plants
- (e) Planting procedures for trees, shrubs, groundcovers and wetland species
- (f) Mulching requirements and application standards
- (g) Two-year plant establishment period and responsibilities
- (h) Watering, pest and disease management, and litter removal
- (i) Pruning expectations and damage/vandalism response
- (j) Detailed planting diagrams and construction details
- (k) Weed management strategy, including control methods and release spraying
- (l) Manual weed control requirements and maintenance visit expectations

*Advice Note: The PEP is not intended to incorporate planting beyond the “Buffer Area” as per the Greenwoods Plan as this planting is specifically designed to act as mitigation to the existing*

*environment. The remainder of the planting with the Retirement Village site is to be established in accordance with the land use consent drawings.*

#### 4.2.7 Motorhome Parking

(28) That no more than 38 parking spaces shall be provided within the motorhome parking area. Parking spaces shall be provided for storage only with no overnight occupancy permitted.

### 4.3 Management Plans

(29) The Consent Holder shall prepare the following management plans to MPDC for approval in a technical certifying capacity. The Consent Holder shall prepare the management plans in accordance with the requirements of the relevant conditions and in general accordance with the draft management plans provided within Schedule 1, attached to this consent.

**Table 1: Management Plans**

Management Plan	Regulatory Authority	Condition Reference	Documents to Council for Certification – Minimum Timeframe
Construction Management Plan	MPDC	(43)	Twenty (20) working days prior to construction
Construction Traffic Management Plan	MPDC	(44)	Twenty (20) working days prior to construction
Erosion and Sediment Control Plan	MPDC	(42)	Twenty (20) working days prior to construction
Construction Noise and Vibration Management Plan	MPDC	(45)	Twenty (20) working days prior to construction
Water Management Plan	WRC	(77C)	Twenty (20) working days prior to occupation

(30) The Consent Holder shall ensure that all Management Plans are prepared by a Suitably Qualified and Experienced Person (SQEP).

(31) The Consent Holder shall submit the above management plans to MPDC in accordance with the timeframe specified in Condition 28.

(32) The certification process for Management Plans required by the conditions of this consent shall be limited to confirming that the Plans give effect to consent condition requirements, contain the required information, and are generally consistent with application documents provided in Schedule 1

#### 4.3.1 Amendments to Management Plans

(33) The Consent Holder may make amendments to the above Management Plans at any time by providing an amended Management Plan at least five (5) working days before the relevant works (or relevant portion of works) are undertaken, subject to the certification of MPDC prior to an amendment taking effect. Any such amendment shall be consistent with the objectives and performance requirements of the operative Matamata Piako District Plan and relevant consent conditions.

#### 4.3.2 Implementation and Compliance

(34) The Consent Holder shall comply with and implement the following most recently certified Management Plans for the duration of construction activities:

- (m) Construction Management Plan
- (n) Construction Traffic Management Plan
- (o) Erosion and Sediment Control Plan

(35) The Consent Holder shall implement the following certified management plans once the site becomes operational:

- (a) Operational Management Plans
- (b) WGA Water Management Plan
- (c) MAVEN Stormwater Maintenance and Operations Plan (Retirement)

#### 4.4 Engineering Design and Approval – Applicable to All Stages/Sub-Stages

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(36) That, prior to any design and development of engineering works associated with this resource consent, a written statement shall be provided to Council's Team Leader- Consents Engineer appointing a representative experienced in design and development. All discussions and correspondence relating to design and development matters shall be undertaken with Council staff only through this representative.

(37) That the Consent Holder shall be responsible for the design, structural integrity, stability, and maintenance of earthworks and construction works and for any erosion and sediment control works that are necessary to preserve the integrity and stability of the site and/or to control erosion/sedimentation as a result of the exercise of this resource consent.

(38) That prior to any development the Consent Holder's Design Engineers shall provide the Council's Team Leader – Consents Engineer with Design Confirmation for all civil infrastructure on the RITS template covering all assets to be vested in Council.

(39) That internal roads within the Retirement Village shall be named in accordance with Land Information New Zealand Guidelines, confirmation of which shall be supplied to Council's Team Leader – Consents Engineer with the application for EPA for each Stage or Sub-Stage.

(40) That prior to commencing any construction of earthworks and/or civil infrastructure works for any Stage or Sub-Stage of the Retirement Village, the Consent Holder shall submit EPA to Council's Team Leader – Consents Engineer, engineering details and drawings, generally in accordance with the RITS, prepared by a suitably qualified and experienced Engineering, including the following information:

- a. The provision of public/private roads and associated infrastructure including service connections and vehicle entrances into the Retirement Village;

(41) Details of vehicle entrances into the Retirement Village from proposed Lot 1 (SBXX) shall include provision to prioritise pedestrians which shall include change in colour/surfacing treatment, tactile pavers and the location of kerb cut downs;

- a. The provision of temporary turning heads within the Retirement Village where the internal private road of each Stage or Sub-Stage terminates;

- b. Details of surfacing for internal roads (exposed aggregate concrete, standard concrete, or asphalt);
- c. The provision of a street lighting plan for any extension of the public road reserve and for street lighting within the Retirement Village prepared by a qualified lighting designer, in general accordance with the Lighting Plan referenced in Schedule 1, and in accordance with Section 3.3.20 of the RITS. The lighting shall be LED;
- d. The design, dimensions, formation, and construction details for the motorhome parking area including provision of parking areas, manoeuvring areas, road marking, and signage;
- e. The provision of a stormwater system including detention and soakage devices in general accordance with information and drawings referenced in Schedule 1 attached to this consent, and complying with the requirements of the Operative Matamata-Piako District Plan;
- f. The provision of overland flow paths;
- g. The provision of gravity wastewater reticulation, pump station, and WWTP, and connection for all Units in general accordance with the information and drawings referenced in Schedule 1 attached to this consent, and complying with the requirements of the RITS;
- h. The provision of private and public water reticulation to service the Retirement Village; and
- i. The provision of electricity and telecommunications services.

(42) That the Consent Holder shall include with any EPA application, sufficient modelling to demonstrate to Council's Team Leader – Consents Engineer that adequate water capacity and pressure exists to service the Stage or Sub-Stage.

#### 4.4.1 Construction Management Plans

(43) In accordance with the timeframe set out in Table 1, the Consent Holder shall submit to MPDC an Erosion and Sediment Control Plan (ESCP) for the construction works. The purpose of the ESCP is to provide a framework of controls for the construction earthworks to control, remedy, and/or mitigate the potential effects of earthworks and associated construction works on the receiving environment, including measures to ensure sediment generation is minimised and the works are conducted in accordance with best practice. The plan shall be prepared by a SQEP, taking into account the Waikato Regional Council's Erosion and Sediment Control: Guidelines for Soil Disturbing Activities.

Should any changes to the proposed earthworks plans and erosion and sediment control plans and details referenced in this Condition, the Consent Holder shall, prior to recommencement of any works, submit to the Council's Team Leader – Consents Engineer for approval as to the standards above, amended earthworks plans and erosion and sediment control plans and details.

(44) In accordance with the timeframe set out in Table 1, the Consent Holder shall submit to MPDC, for certification, a Construction Management Plan (CMP). The purpose of the CMP is to avoid, remedy, and/or mitigate adverse effects arising from construction. The plan shall include but not be limited to:

- a. The staging of works planned and the description of works including site plans;

- b. Identification of the key personnel and contact person(s);
- c. Detailed management procedures for fill placement, treatment, and/or stockpiling;
- d. Dust control plan;
- e. Machinery to be used on site;
- f. Noise and vibration management;
- g. Communication Plan;
- h. Clarification of number of persons to be engaged in site works;
- i. Health and safety plan; and
- j. Hours of work.

(45) In accordance with the timeframes set out in Table 1, the Consent Holder shall submit to MPDC, for certification, a Construction Traffic Management Plan (CTMP) and Corridor Access Request (CAR) which has been prepared by a SQEP. No works shall be undertaken within a public road reserve until such time as the CAR is approved by Council in writing. The CTMP shall address, but not be limited to:

- a. Objectives and purpose of the CTMP;
- b. Description of construction staging and proposed activities;
- c. Hours of work;
- d. Points of site access;
- e. Contact details for public;
- f. Expected number of vehicle movements, particularly heavy vehicle numbers during the construction phases;
- g. Any temporary traffic management proposed; and
- h. Measures to prevent tracking of dust and debris onto public roads, e.g. wheel wash.

(46) The consent holder must submit a Construction Noise and Vibration Management Plan (CNVMP) to Matamata Piako District Council for certification. The CNVMP must be submitted a minimum of ten working days before starting any construction works authorised by this consent. The objective of the CNVMP must be to identify and require the adoption of the best practicable option to minimise construction noise and vibration effects and ensure compliance with the project noise and vibration conditions.

The CNVMP must address the requirements of Annex E of NZS 6803:1999 Acoustics – Construction Noise and the AAAC Guideline for interpreting and applying NZS 6803 1999 as a minimum. Construction works must not begin until certification has been received in writing from Matamata Piako District Council. The CNVMP and any amendments must be prepared by a suitably qualified acoustics consultant (e.g., MASNZ). Amendments that include changes to the construction methodology must be tracked and the revised CNVMP submitted to Matamata Piako District Council for certification.

All construction works on the site must be carried out in accordance with the certified CNVMP. A copy of the CNVMP must be kept on site during construction hours.

## 4.5 Construction Conditions

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### 4.5.1 Pre-Start Conditions

(47) At least ten (10) working days prior to commencement of construction on site, the Consent Holder shall provide the following to MPDC:

- a. The name and contact details of the contractor;
- b. The planned date, staging, and duration of construction.

(48) Prior to the commencement of activities on site, the Consent Holder shall hold a pre-start meeting that:

- a. Is located on the subject site;
- b. Is scheduled not less than five (5) working days prior to the commencement of activities; and
- c. Includes:
  - i. MPDC Monitoring Officer(s), or delegated representatives; and
  - ii. Representatives of the contractors who will undertake operations on site.

(49) The Consent Holder shall, at least ten (10) working days prior to the commencement of construction, invite a representative(s) of Ngāti Hinetangi, Raukawa, and Ngāti Hauā to:

- a. Attend the pre-start meeting;
- b. Provide a karakia prior to the commencement of site works; and
- c. Undertake a cultural induction for key site personnel.

### 4.5.2 Landscape Planting

(50) In the first planting season following the commencement of works on site, the Consent Holder shall implement landscape planting in general accordance with the plans referenced in Schedule 1, along the easternmost boundary of the site where it is adjacent to Lots 18, 20, 21, 26, 27, 28, and 34 Deposited Plan 562902.

(51) In the first planting season following the commencement of works on site for each subsequent stage the Consent Holder shall implement the landscaping planting in accordance with the plans and information contained in (XXX – Greenwood Retirement Landscape Package – drawings 2170/01-2170/72-73)

(52) That the Consent holder maintain the proposed landscaping in accordance with (XXX) Greenwood Retirement Landscape Package and the WGA Ashbourne Retirement Water Management Plan on an ongoing basis, including sufficient irrigation controls and methods to maintain sufficient planting buffers on the boundaries of the development site.

### 4.5.3 Earthworks

(53) That all Stages or Sub-Stages of earthworks shall at all times be undertaken in accordance with the most recently approved Earthworks Plan including Erosion and Sediment Control Plan.

(54) Activities associated with this consent shall be undertaken in accordance with the approved CMP and TMP. In the case of inconsistency between the CMP and/or TMP and the conditions of this consent, the conditions shall prevail.

(55) That all vehicles associated with the implementation of the activities authorised under this resource consent, shall access the work site from a stabilised vehicle entrance/(s) approved in writing by the Council's Monitoring Officer.

**Advice Note:** *High Productivity Motor Vehicles (HPMV) exceeding 44 tonne are required to obtain a permit from the Matamata-Piako District Council, and are subject to the Conditions imposed on that permit which will identify amongst other matters, a specified route and any weight restrictions.*

(56) All works undertaken under this resource consent shall occur within the hours 7am – 7pm, Monday to Saturday. Except for emergencies, breakdowns, urgent mechanical repairs, ancillary activities and supporting services, no works shall be undertaken on Sundays or public holidays.

(57) That as a result of undertaking earthworks and civil works, the Consent Holder shall ensure that all vehicle movements associated with the activities authorised under this resource consent shall not track dirt and loose material from the vehicle entrance onto the road carriageway. Any material which may inadvertently deposit on the road shall be washed or swept clear of the road carriageway as soon as practicable.

(58) That the earthworks shall be completed in accordance with the earthworks plans referenced in Schedule 1 attached. The completion shall be overseen with progress reports provided to Council's Team Leader – Consents Engineer upon request, by a Chartered Professional Engineer experienced in Geotechnical (Soils) and Civil Engineering with Professional Indemnity Insurance.

**Advice Note:** *Professional indemnity insurance may be held by the individual, the company owned by that individual, or the employing company of the individual. Council may request a copy of a certificate of insurance as evidence of Professional Indemnity Insurance.*

(59) That the site, or parts thereof as appropriate, including any stockpiles, shall be re-grassed or otherwise protected from wind and water erosion immediately on completion of each earthworks stage.

#### 4.5.4 Retention of Trees

(60) The Consent Holder shall take all reasonable measures to ensure that existing trees identified in the landscape drawings prepared by Greenwoods Associates referenced in Schedule 1 attached, as being recommended for retention, are retained and protected from damage during construction.

#### 4.5.5 Noise and Vibration

(61) All construction work shall be designed, managed and conducted to ensure noise levels at the façade of any occupied dwelling on any other site shall comply with the noise limits prescribed in Rule 5.2.1 of the District Plan and NZS6803P:1984

(62) Construction work and heavy vehicle movements on the site must only take place between the hours of 0700 – 1800 Monday to Saturday. No noisy works may be undertaken on Sundays

or public holidays. This condition does not preclude quiet works from taking place outside of standard construction hours, providing they are generally inaudible at the neighbouring sites.

(63) The consent holder must advise the occupants of all dwellings within 50m of the site boundary about the construction works at least five days before each stage of works begins on site. The advice must be provided in writing and include the following information:

- a. An overview of the construction works including the duration of the project and the working hours on site
- b. A contact name and phone number to advise of any sensitive times for high noise levels and for any questions or complaints regarding noise and vibration throughout the project
- c. The approximate dates and duration of the noisiest activities on site

(64) The operation of chainsaws and stump grinder within 90m of the façade of an occupied dwelling and wood chipping within 120m of the façade of an occupied dwelling must only take place between 08:30 and 17:00, Monday to Saturday. All other construction work must only take place between the hours of 07:30 to 18:00, Monday to Saturday.

(65) Before earthworks, civil works or tree works begin at any point within 25 m of the façade of an occupied dwelling, temporary acoustic barriers must be erected on or within the site boundary to block line of sight from the area of the works to the façade of the dwelling. The barriers will be no less than 2.0 m in height and must remain in place until these works are outside of the 25 m setback distance. Temporary barriers are not required where the CNVMP demonstrates that compliance with the noise limits in this consent can be achieved by other methods.

**Advice note:** *There are no existing dwellings that are currently within the setback distance of 25 m. This condition will apply to any new dwellings that are constructed within 25 m of the earthworks.*

(66) All construction works on the site must be designed and conducted to ensure that the construction vibration does not exceed the guideline vibration values set out in the German Standard DIN 4150-3:2016 Structural vibration – Effects of vibration on structures when measured in accordance with the Standard on any surrounding building.

#### 4.5.6 Dust

(67) The Consent Holder shall adopt all reasonable and practicable measures to ensure that any dust caused by construction operations on the site which causes an effect that is noxious, dangerous, offensive, or objectionable at or beyond the boundary of the site is avoided.

#### 4.5.7 Accidental Discovery

(68) In the event that any archaeological sites, remains, artefacts, taonga (Maaori artefacts) or kōiwi are unearthed, dislodged, uncovered or otherwise found or discovered during the earthworks ('the discovery'), the Consent Holder shall implement an ADP which shall consist of the following actions:

- a. Cease works immediately in all parts of the project site affected by the discovery;
- b. Advise Ngāti Hinetangi, Raukawa, Ngāti Hauā, and Waikato-Tainui and MPDC within one (1) day of the discovery;

- c. Arrange for a SQEP archaeologist to attend site to confirm if the material is archaeological in nature or involves kōiwi;
- d. Contact the NZ Police, Coroner and Heritage New Zealand as appropriate;
- e. Undertake specific preservation measures to address any discovery that includes water-logged or wet archaeological materials; and
- f. Not recommence works in the parts of the project site affected by the discovery until all necessary statutory authorisations or consents have been obtained.

#### 4.5.8 Complaints

(69) That if any complaints are received by the Consent Holder regarding the works authorised by this consent, the Consent Holder shall record the following details in a Complaints Log:

- a. Date, time and type of complaint, including details of the incident, e.g. duration, any effects noted;
- b. Name, address and contact phone number of the complainant (if provided);
- c. Location from which the complaint arose;
- d. The weather conditions and wind direction at the time of any dust or noise complaint;
- e. The likely cause of the complaint;
- f. The response made by the Consent Holder including any corrective action undertaken by the Consent Holder in response to the complaint; and
- g. Future actions proposed as a result of the complaint so as to avoid recurrence.

(70) The Consent Holder shall notify MPDC of any complaint received that relates to the activities authorised by this resource consent as soon as reasonably practicable and no longer than two (2) working days after receiving the complaint.

(71) The Consent Holder shall respond to any complainant as soon as is reasonably practicable and, within five (5) working days, advise MPDC and the complainant of the outcome of the Consent Holder's investigation and all measures taken, or proposed to be taken, to respond to the complaint.

#### 4.6 Staging Conditions (address each stage & associated infrastructure)

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##### 4.6.1 Conditions Specific to Stage 1 including sub-stages thereof

(72) That prior to the occupation of any unit in Stage 1, the following minimum levels of external infrastructure shall have been established:

- a. Construction of the stormwater management device (Stormwater Basin A) in general accordance with the drawings prepared by Maven Associates in **Schedule 1** and the approved Stage Development Plan;
- b. Construction of the Wastewater Pump Station, Wastewater Treatment Plant and disposal field with easement granted in general accordance with the drawings prepared by WGA and Maven Associates in **Schedule 1** and the approved Stage Development Plan;

- c. That the Water Management Plan prepared by WGA Ashbourne Retirement Village be implemented with the relevant WRC water take consents issued to take and deliver potable water to the retirement village. The consent holder shall provide evidence to MPDC Planning Manager before habitation of the Retirement Units.

## 4.7 Post-Construction Conditions

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### 4.7.1 Conditions Applicable to All Stages/Sub-Stages

- (73) That for the duration of marketing until all Retirement Units have been sold, a maximum of two Units from any Stage may be used as a show home facility
- (74) That prior to the occupation of any Unit, electricity and telecommunications connections shall be provided to the Unit in accordance with the approved Stage Development Plan (refer condition (9)) and written evidence shall be submitted to the Council's Team Leader – Consents Engineer which confirms that the requirements of the supply authorities, inclusive of any easement needs, have been satisfied (such as a completion certificate)
- (75) That prior to the occupation of any Unit, private water, sewer, and stormwater reticulation (including independent connections to that Unit) shall be constructed and installed in accordance with the approved Stage Development Plan (refer Condition (9)) and the RITS or in accordance with variations from the RITS and Stage Development Plan including EPA as approved in writing by the Council's Team Leader – Consents Engineer
- (76) That prior to the occupation of any Unit, access shall be provided to that unit via private roads and individual driveways installed in accordance with the approved Stage Development Plan (refer Condition (9)) and the RITS or in accordance with variations from the RITS and Stage Development Plan as approved in writing by the Council's Team Leader – Consents Engineer.
- (77) That prior to the occupation of any Unit, the Consent Holder shall provide the Council's District Planner with written confirmation that the Unit has been located, constructed, and serviced in accordance with the relevant approved Stage Development Plan.
- (78) That the landscaping of communal areas in accordance with the relevant Stage Development Plan shall be implemented within the first planting season following completion of civil works for the particular Stage or Sub-Stage and that the landscaping for the private areas for individual Units be completed prior to the occupation of the Unit to which it relates.
- (79) That the landscaping established pursuant to Condition (77) be maintained in general accordance with the relevant Stage Development Plan, for the duration of this resource consent.

### 4.7.2 Post-Construction Engineering Conditions

- (80) That all water supply connections to Council's public mains shall be installed by a contractor scheduled on Council's list of "Approved Licence Contractors" (ALCs). Any service laterals may be installed by the Consent Holder's plumbing and drainage contractor.
- (81) That the reticulated water supply, wastewater and stormwater systems serving each Stage or Sub-Stage shall be approved in writing by Council's Team Leader – Consents Engineer as to compliance with the conditions of this resource consent prior to any discharges to the system and prior to the occupation of any Unit within the said Stage or Sub-Stage

(82) That installed water supply reticulation serving each Stage or Sub-Stage shall be pressure tested and sterilised in accordance with Appendix C of NZS 4404:2010 and best industry practice. Written proof of pressure and sterilisation testing shall be provided to the Team Leader – Consents Engineer for approval prior to the occupation of any Unit within the Stage or Sub-Stage.

(83) That the Consent Holder shall ensure that the private water supply serving the Retirement Village shall at all times be managed and maintained as a safe, reliable, efficient and secure supply. To this end the Consent Holder shall, prior to the occupation of the first Unit within the Retirement Village, provide the Council's Team Leader – Consents Engineer with a Water Management Plan (WMP). The purpose of the WMP shall be to provide information about the private water supply, proposed water use, maintenance of the safety and reliability of the water distribution system, incentivising water efficient and conservation, and setting water-reduction goals. As a minimum the Consent Holder shall review the WMP once every five years. A copy of the reviewed WMP shall be provided to Council's Team Leader – Consents Engineer within seven (7) working days of completing each review. The WMP shall as a minimum include the following matters:

- a. Description of the water scheme;
- b. Description of water treatment (if any);
- c. Monitoring:
  - i. Flow Monitoring;
  - ii. Water Quality Monitoring (if any);
- d. Inspection and Maintenance Programme;
- e. Water Demand Management Measures:
  - i. Water reduction goals and methods;
  - ii. Water consumption patterns;
  - iii. Water loss management;
- f. Water Efficiency;
- g. Reporting;
- h. Trouble Shooting and Contingency Plan;
- i. Water Management review

The private water supply shall at all times be operated in general accordance with the current version of the WMP.

***Advice Note:*** The Consent Holder must comply with the Drinking-Water Standards for New Zealand (revised 2018).

(84) That prior to the occupation of any Unit in each Stage or Sub-Stage, comprehensive “As-Built” plans for the said Stage or Sub-Stage of the finished contours and all urban services in accordance with the RIS shall be submitted for approval by the Council's Consents Engineer as to consistency with the approved EPA. The information shall include all nodes (manholes,

catch pits, hydrants, valves, light poles, etc.) identified with x, y and z co-ordinates in NZ Transverse Mercator Format in terms of NZVD 2016.

(85) That prior to the occupation of any Unit in each Stage or Sub-Stage of the Retirement Village, all damage to the road carriageway, stormwater kerb and channel, street berm and urban services by the construction works associated with the activities authorised under this resource consent shall be reinstated to at least the pre-construction standard, at the expense of the Consent Holder.

#### 4.7.3 Financial Contributions

(86) That pursuant to Section 108 of the Resource Management Act 1991, read with the provisions of the Operative Matamata-Piako District Plan, financial contributions in accordance with the Development Contributions Policy shall be paid to Council.

## 5.0 District Council Conditions of Consent – Subdivision Consent

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### 5.1 General Conditions Applicable to All Stages

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#### 5.1.1 Compliance with Application

- (1) That the project shall be undertaken in general accordance with all drawings and information as listed in Schedule 1 and received by the EPA on XXX 2025, specifically the approved scheme plan prepared by MAVEN XX dated XX. Where there is any conflict between the information and drawings referred to above and the conditions of this resource consent, the conditions shall prevail.
- (2) The Consent Holder shall be responsible for all contracted operations relating to the exercise of this land use consent, and shall ensure contractors are made aware of the conditions of this consent and their requirement to comply with those conditions.
- (3) Copies of any certified management plans shall be kept onsite at all times that the works authorised by this consent are being undertaken, and shall be produced without unreasonable delay upon request from a servant or agent of a consent authority.
- (4) That pursuant to clause 26(2) of Schedule 5 to the FTAA, the consent numbered SUBXX shall lapse five (5) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

#### 5.1.2 Road Naming

- (5) The Consent Holder (**where applicable**) must provide and install road naming signs in accordance with MPDC standards for any private roads. The names must be as approved by MPDC.

**Advice Note:** *The road naming approval must be obtained prior to the submission of the survey plan pursuant to Section 223 of the RMA. The road naming application should provide suggested street names (one preferred plus two alternative names).*

#### 5.1.3 Geotechnical

- (6) That prior to application for a completion certificate under Section 224(c) of the RMA a Geotechnical Completion Report from a suitably qualified and experienced geo-professional must be prepared and submitted to MPDC to confirm that all associated infrastructure and dwellings are stable and suitable for development.

#### 5.1.4 Survey Plan Approval (S223) Condition

- (7) The Consent Holder must submit a survey plan in general accordance with the subdivision scheme plan referenced in Schedule 1 for each stage. The survey plan must show any lots to vest in MPDC (if applicable), and all easements and amalgamation conditions required by this consent.

### 5.1.5 Easements, Consent Notices and Amalgamation Conditions

(8) That all easements referenced in the attached Schedule 1 shall be duly granted and reserved. The easements shall be:

- At least 1.5m either side of any wastewater or stormwater pipe invert where the pipe is less than 4m deep; and
- At least 3m either side of any wastewater or stormwater pipe invert where the pipe is more than 4m deep.

## 5.2 Infrastructure and Servicing

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### 5.2.1 Wastewater and Water Reticulation

(9) The Consent Holder must design and construct connections to a private water reticulation take through bore water network to serve the retirement development in general accordance with the requirements of the water utility provider and in general accordance with the approved plans referenced in Schedule 1. Confirmation from the utility provider that works have been satisfactorily undertaken must be provided when applying for a certificate under section 224(c) of the RMA.

(10) That easement 'E' shall be duly granted to provide legal discharge to the proposed septic field to the west of the site as proposed on MAVEN (Insert approved plans).

(11) That the consent holder shall design, construct and maintain a suitable Wastewater treatment facility contained in proposed Lot 1. That the details and design of the Inflow Wastewater plant shall be provided to MPDC for certification prior to issuing of s224c for Lots 1-3.

(12) That the Wastewater disposal system shall generally comply with the design and layout as proposed in the Ashbourne Development Hydrogeological Effects Assessment dated June 2025.

(13) That separate Water and Wastewater connections to Lot 2 and 3 shall be provided from the respective WW and W treatment plants proposed.

### 5.2.2 Stormwater Reticulation

(14) The consent holder must design and construct the stormwater management system including Stormwater Basins (if applicable), raingardens within road carriageways, and reticulated network to serve all Lots in general accordance with the requirements of the stormwater utility service provider and in general accordance with the approved plans referenced under LUCXXX.

(15) The Consent Holder must design and construct stormwater outfall structures in general accordance with the requirements of the RITS and in general accordance with the approved plans referenced in Schedule 1.

(16) An Operation and Maintenance Plan (OMM) must be provided to Council to address all public and private stormwater management systems. The OMM must set out how the stormwater management system is to be operated and maintained to ensure that adverse environmental effects are minimised. The OMM must include:

- details of who will hold responsibility for long-term maintenance of the stormwater management system and the organisational structure which will support this process;

- b. a programme for regular maintenance and inspection of the stormwater management system;
- c. a programme for the collection and disposal of debris and sediment collected by the stormwater management devices or practices;
- d. a programme for post storm inspection and maintenance;
- e. a programme for inspection and maintenance of the outfall;
- f. general inspection checklists for all aspects of the stormwater management system, including visual checks; and
- g. a programme for inspection and maintenance of any vegetation associated with the stormwater management devices.

### 5.2.3 Utilities

(17) The Consent Holder must make provision for telecommunications and electricity to all lots in general accordance with the requirements of the respective utility operators. If reticulated, these utilities must be underground. Confirmation from the utility providers that works have been satisfactorily undertaken must be provided when applying for a certificate under section 224(c) of the RMA.

### 5.2.4 Geotechnical

(18) The Consent Holder must construct retaining walls, reinforced earth slopes in general accordance with the recommendations of the “Geotechnical Investigation Report” prepared by CMW Geosciences and referenced in Schedule 1 and subsequent Council approved versions to ensure the site is stable and suitable for development

(19) A Geotechnical Completion Report prepared by a suitably qualified and experienced geo-professional and signed by the chartered geo-professional to confirm that all lots are stable and suitable for development must be provided when applying for a certificate under section 224(c) of the RMA.

## 5.3 Section 224(c) Compliance Conditions

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(20) The Consent Holder must demonstrate that Conditions (10)-(17) have been met for each Stage, at the time it applies for Section 224(C) certificate for each Stage or Sub-Stage.

(21) The application for a certificate under section 224(c) of the RMA must be accompanied by certification from a professionally qualified surveyor or engineer that all the conditions of subdivision consent have been complied with.

## 6.0 Regional Council Conditions of Consent – Land Disturbance

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To undertake in a staged manner bulk earthworks and cleanfilling in association with the establishment of the Ashbourne Retirement Village

Consent Duration 10 years

### 6.1 General Conditions

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- (1) The activities authorised shall be undertaken in general accordance with the information and plans<sup>1</sup> submitted by the Consent Holder in support of AUTHXXXXXXX as listed in Table 1 and received by the EPA and subject to the following conditions. In the event of a conflict between the documents in Table 1 and the conditions of these resource consents, the conditions of these resource consents shall prevail.
- (2) The Consent Holder shall be responsible for all contracted operations relating to the exercise of this resource consent and shall ensure contractors are made aware of the conditions of this consent and their requirement to comply with those conditions.
- (3) A copy of this resource consent and any certified management plans shall be kept onsite at all times that the works authorised by this resource consent are being undertaken and shall be produced without unreasonable delay upon request from a servant or agent of WRC.
- (4) Any reference in these conditions to a New Zealand Standard includes any later New Zealand standard that amends or replaces it.

#### 6.1.1 Fees and Charges

- (5) The Consent Holder must pay to the consent authority any administrative charge fixed in accordance with Section 36 of the *RMA*, or any charge prescribed in accordance with regulations made under Section 360 of the *RMA*.

#### 6.1.2 Consent Lapse

- (6) Pursuant to clause 26(2) of Schedule 5 to the *FTAA*, the consents numbered RCXX shall lapse two (2) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

#### 6.1.3 Review

- (7) The *WRC* may during July each year from commencement of construction until 2 years after construction has completed serve notice on the Consent Holder under Section 128(1) of the *RMA* to review the conditions of this where:
  - (a) A material adverse effect which was not identified in the *AEE* (and supporting material for the resource consent application) has arisen; or

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<sup>1</sup> All Management Plans lodged with the application are DRAFT and subject to change through the certification process.

- (b) The magnitude of adverse effects from the project are materially larger than what was indicated in the *AEE* (and supporting material for the resource consent application).
- (8) Costs associated with any review of conditions of this consent will be recovered from the Consent Holder in accordance with the provisions of Section 36 of the *RMA*.

## 6.2 Pre- Start Requirements

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- (9) The Consent Holder shall appoint a representative(s) prior to commencement of any works authorised by this resource consent, who shall be WRC's principal contact person in regard to matters relating to this consent. The Consent Holder shall inform WRC of the representative's name and how they can be contacted prior to this consent being exercised. Should that person(s) change during the term of this resource consent, the Consent Holder shall immediately inform the WRC, and shall also give written notice of the new representative's name and how they can be contacted.
- (10) Prior to the commencement of activities authorised by this consent on the site, the Consent Holder shall hold a pre-start meeting that:
  - (a) Is scheduled not less than ten (10) working days (or such other timeframe that is agreed in writing between the Consent Holder and *WRC*) before the anticipated commencement of works.
  - (b) Outlines the strategy, sequence and approach to constructing.
  - (c) Confirms the approach to management plans and what is relevant per delivery stage(s).
  - (d) Is attended by the site representative, the contractor, and any other relevant party representing the Consent Holder, including the Consent Holder's Ecologist who will introduce and explain the relevant ecological management plans, implementation and purpose.

At least ten (10) working days prior to the meeting, the Consent Holder shall invite the following parties to the pre-start meeting:

- i. *WRC* compliance monitoring officer[s] and engineers; and
- ii. representatives from Ngāti Hauā, Raukawa, Ngāti Hinerangi, and Raukawa.

### 6.2.1 Complaints Management

- (11) A record of any complaints received in respect of the Construction Works shall be maintained during Construction.
  - (a) The record shall include:
    - i. The name, phone number and address (if known) of the complainant (unless the complainant wishes to remain anonymous);
    - ii. Nature of the complaint;
    - iii. The date and time of the complaint, and the location, date and time of the alleged event giving rise to the complaint;
    - iv. The weather conditions at the time of the complaint (as far as practicable), including wind direction and approximate wind speed if the complaint relates to air quality,

odour or noise and where weather conditions are relevant to the nature of the complaint;

- v. Any other activities in the area, unrelated to the Project, that may have contributed to the complaint, such as construction undertaken by other parties, fires, traffic accidents or any unusual conditions;
- vi. Measures taken to respond to the complaint;
- vii. The outcome of the investigation into the complaint and any changes to procedures as a result; and
- viii. A record of the response provided to the complainant.

(b) The record of complaints shall be made available to the Manager upon request.

### 6.2.2 Cultural Impact Assessment (CIA)

The following Mana Whenua groups have endorsed the *CIA* referenced in **Condition [12]**:

- o Ngāti Hauā Iwi Trust, representing Ngāti Hauā
- o Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, representing Ngāti Hinerangi
- o Raukawa Charitable, representing Raukawa

(12) The Project (including all works) shall be undertaken in accordance with the following, to reflect and implement the recommendations in the *CIA*:

- (a) A Memorandum of Partnership or Kawenata that records a commitment to establishing a collaborative, interactive, positive, and balanced relationship exercising good faith, co-operation and flexibility and responsiveness between *the Consent Holder(s)* and Mana Whenua entities shall be confirmed and signed within twelve (12) months of this consent commencing;
- (b) Cultural monitors shall be engaged during the project's inception and construction phases;
- (c) Any contractors involved in earthworks shall receive guidance on Ngā Iwi tikanga and protocols, including an understanding of the Accidental Discovery Protocol, which may be provided by a Mana Whenua representative or designate;
- (d) An Accidental Discovery Protocol shall be established in accordance with **Condition [12(c)]** prior to any land disturbance activities;

(13) Prior to the commencement of any construction works the Consent Holder will invite representatives from Ngāti Hauā, Ngāti Hinerangi, and Raukawa, to discuss the implementation of the relevant recommendations within the CIA.

(14) The outcomes of the engagement described above in Condition [(11)] shall be reported to WRC, prior to construction commencing.

### 6.2.3 Discovery of Archaeological Finds or Culturally Significant Finds

(15) The Consent Holder shall give at least twenty (20) working days written notice of the date that the construction contractor intends to commence earthworks or construction works to:

- (a) Representatives from Ngāti Hauā, Ngāti Hinerangi, and Raukawa to enable them to:

- (i) Clarify with the contractor the procedures as identified under [Condition 12(d)] that will be observed;
- (ii) Provide the names and contact details of their representatives who are to be contacted for cultural advice and guidance in the event of a discovery of any buried archaeological deposits found during the project; and
- (iii) Arrange for the inspection (should they so desire) of the earthworks in the vicinity of identified areas referred to in Condition [(10)] (pre start meeting).

- (b) The Project archaeologist (if required), to establish with the contractor a working relationship that will comply with good practice during the earthworks stage of construction.

(16) Ten (10) working days prior to the commencement of construction works (or such other timeframe that is agreed in writing between the Consent Holder and WRC), the Consent Holder shall provide the Manager or nominees, written evidence that Archaeological Authorities under the HNZPT have been obtained from Heritage New Zealand if required, to modify, damage or destroy any potential archaeological sites that may be affected during the construction works. Alternatively, the Consent Holder shall provide evidence that Archaeological Authorities are not necessary.

(17) The following ADP is only applicable to works where a HNZPT archaeological authority is not in place. In the event that any archaeological sites, remains, artefacts, taonga (Maaori artefacts) or kōiwi are unearthed, dislodged, uncovered or otherwise found or discovered during the earthworks ('the discovery'), the Consent Holder shall implement an ADP which shall consist of the following actions:

- (a) Cease works immediately in all parts of the project site affected by the discovery;
- (b) Advise Ngāti Hauā, Ngāti Hinerangi, and Raukawa, a Suitably Qualified and Experienced archaeologist and **WRC** within one (1) day of the discovery;
- (c) Arrange for a Suitably Qualified and Experienced Project archaeologist to attend site to confirm if the material is archaeological in nature or involves kōiwi;
- (d) Contact the NZ Police, Coroner and Heritage New Zealand as appropriate;
- (e) Undertake specific preservation measures to address any discovery that includes water-logged or wet archaeological materials; and
- (f) Not recommence works in the parts of the project site affected by the discovery until all necessary statutory authorisations or consents have been obtained.

*Advice Note: In the event of conflicting provisions where any part of the site is operating under an Archaeological Authority from HNZPT, the condition within that Authority shall take precedence.*

### 6.3 Management Plans

(18) Conditions [(19)] to [(24)] apply to all Management Plans and Ecological Implementation Plans required to be prepared in accordance with this consent.

(19) The certification process for Management Plans required by the conditions of this consent shall be confined to confirming that the Plans give effect to their objectives, consent condition requirements, and contain the required information.

(20) Management Plans may be submitted in parts or in stages to address particular activities or to reflect a staged implementation of the Project. When a Management Plan is provided in part or for a stage it shall be submitted at least twenty (20) working days prior to commencement of Construction Works for that part or stage unless otherwise specified in the conditions. Management Plans submitted to Council shall clearly show the linkage with Management Plans for adjacent stages and any interrelated activities or other Management Plans.

(21) Within twenty (20) working days of receiving a Management Plan that is required by these conditions to be provided for certification, the Consent Authority shall notify the Consent Holder whether the Management Plan is certified or if not, the reasons why certification has not been provided and the matters that must be addressed before this can occur.

(22) At all times during construction and enabling works the Consent Holder shall ensure that a copy of the latest version of all Management Plans are kept on site and all key personnel are made aware of their contents.

(23) The Consent Holder shall implement all certified Management Plans for the duration of the works to which the Plan relates.

(24) Any changes and/or updates to a certified Management Plan shall be made in accordance with the methodology and approved procedures in the Plan and submitted to the Consent Authority for certification in accordance with Conditions [(18)7] to [(23)2]. No change shall have effect until certified by the Consent Authority.

### 6.3.1 Construction Management Plan (CMP)

(25) At least twenty (20) working days prior to the commencement of any construction works within the project site (or such other timeframe that is agreed in writing between the Consent Holder and WRC), the Consent Holder shall submit a CMP to the WRC's Chief Executive (or nominee) for certification.

(26) The objective of the CMP is to outline the approach to be taken for managing construction works to ensure that impacts that may arise from the works have been appropriately identified, managed and minimised. As a minimum, the CMP shall include:

- (a) Details of the site manager, including 24-hour contact details (telephone, email, and postal address);
- (b) The proposed start date of the construction works authorised by this resource consent;
- (c) A schedule of each construction work phase that relates to stage of work;
- (d) The commencement date and expected duration of the major cut and fill operations;
- (e) The location of a notice board/s on the site that are readily visible and readable from a public place that clearly identifies the name, telephone number, email, and address for service of the site manager;
- (f) Procedures for ensuring that the owners and/or occupiers in the immediate vicinity of the construction area are given ten (10) working days prior notice of the commencement of construction works and are informed about the expected duration of works, potential effects of the works and are kept informed of progress including responding to queries and complaints;

- (g) Measures to prevent weed invasion due to machinery, top-soil and fill brought on to site including methods for cleaning machinery and inspecting top soil and fill bought to site;
- (h) Details of how all earthmoving machinery, pumps and generators shall be operated in a manner which ensures that spillages of fuel, oil and similar contaminants are prevented, particularly during refuelling and machinery servicing and maintenance (which shall include that refuelling and lubrication activities shall be carried out away from any surface water, such that any spillage can be contained and does not enter any surface water); and
- (i) Any other details of the intended works' programme.

### 6.3.2 Erosion and Sediment Control Plan (ESCP)

(27) At least twenty (20) working days prior to the commencement of any construction work in relation to this resource consent (or such other timeframe that is agreed in writing between the Consent Holder and WRC), the Consent Holder shall submit an ESCP to the WRC for certification.

(28) The objective of the ESCP is to:

- (a) Ensure that erosion and sediment control is designed, constructed and operated in accordance with the *Waikato Regional Council Erosion & Sediment Control Guidelines for Soil Disturbing Activities (TR902)*; and
- (b) Minimise sediment discharge from the site to the greatest extent practicable and ensure all earthworks are undertaken consistently with conditions of this consent.

(29) The erosion and sediment control measures to be included in the *ESCP* shall as a minimum be based upon and incorporate all the relevant principles and practices relevant to this consent from:

- (a) the WRC document “Erosion and Sediment Control – Guidelines for Soil Disturbing Activities” (Technical Report No. 2009/02 – dated January 2009) or any subsequent revision to or replacement of that document; and
- (b) Section F2.0 (Coagulant and flocculant treatment) of Erosion and Sediment Control Guide for Land Disturbing Activities in the Auckland Region (Guideline document 2016/005), June 2016 or any subsequent revision to or replacement of that document.

(30) The erosion and sediment control measures shall include but not be limited to, the following:

- (a) Details of all principles, procedures and practices that will be implemented to undertake erosion and sediment control to minimise the potential for sediment discharge from the site, including flocculation if required (if flocculation is proposed note the *FIMP* requirements below);
- (b) The design criteria and dimensions of all key erosion and sediment control structures;
- (c) A site plan of a suitable scale to identify:
  - i. The locations of waterways;
  - ii. The extent of soil disturbance and vegetation removal;

- iii. Any “no go” and/or buffer areas to be maintained undisturbed adjacent to watercourses;
- iv. Areas of cut and fill;
- v. Locations of topsoil stockpiles;
- vi. All key erosion and sediment control structures;
- vii. The boundaries and area of catchments contributing to all stormwater impoundment structures;
- viii. The locations (*if relevant*) of all specific points of discharge to the environment (both temporary and permanent);
- ix. The location and details of stream stabilisation works in areas of damming, diversion or clearing with regards to the Waitoa Stream; and
- x. Any other relevant site information.

(d) Construction timetable for the erosion and sediment control works and the bulk earthworks proposed;

(e) Timetable and nature of progressive site rehabilitation and re-vegetation proposed;

(f) Measures to prevent weed invasion due to machinery, top-soil and fill brought on to site;

(g) Maintenance, monitoring and reporting procedures;

(h) Rainfall response and contingency measures including procedures to minimise adverse effects in the event of extreme rainfall events and/or the failure of any key erosion and sediment control structures;

(i) Procedures and timing for review and/or amendment to the erosion and sediment control measures listed in the *ESCP*, and

(j) Identification and contact details of personnel responsible for the operation and maintenance of all key erosion and sediment control structures.

(31) Prior to bulk earthworks commencing in any stage of development, the Consent Holder shall submit to the *WRC*a certificate signed by a suitably qualified and experienced person to certify that erosion and sediment controls have been constructed in accordance with the *ESCP* and in accordance with the documents referred to in **Condition [(29)]**. Certified controls shall include sediment retention ponds, decanting earth bunds, silt fences and diversion channels/bunds. The certification for these measures shall be supplied within five (5) working days of completion of construction of those measures.

(32) Information supplied if applicable shall include:

- (a) Contributing catchment area;
- (b) Retention volume of structure (dead storage and live storage measured to the top of the primary spillway);
- (c) Shape and dimensions of structure;
- (d) Position of inlets/outlets;

- (e) Stabilisation of the structure; and
- (f) Compliance with the *WRC* document titled '*Erosion and Sediment Control Guidelines for Soil Disturbing Activities January 2009*' (*Technical Report No.2009/02*) and *Section F2.0 (Coagulant and flocculant treatment) of the Erosion and Sediment Control Guide for Land Disturbing Activities in the Auckland Region (Guideline document 2016/005)*, June 2016.

Advice Note: An example template and the information required for the As Built Certification Statements can be found on the *WRC* website [www.waikatoregion.govt.nz/earthworks](http://www.waikatoregion.govt.nz/earthworks).

- (33) All earthmoving machinery, pumps and generators shall be operated in a manner which ensures that spillages of fuel, oil and similar contaminants are prevented, particularly during refuelling and machinery servicing and maintenance. Refuelling and lubrication activities shall be carried out away from any surface water such that any spillage can be contained and does not enter any surface water.
- (34) The Consent Holder shall ensure that all machinery used in the exercise of this consent is cleaned prior to being transported to the site to ensure that all seed and/or plant matter has been removed and documented in accordance with the *WRC* document titled 'KEEP IT CLEAN' – Machinery hygiene guidelines and logbook to prevent the spread of pests and weeds' (June 2013).
- (g)

## 6.4 During Construction

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- (35) Earthworks are to be supervised by a suitably qualified professional engineer in accordance with *NZS4431:1989*. In supervising the works, the suitably qualified engineering professional shall ensure that they are constructed and completed in accordance with the approved earthworks plans.

### 6.4.1 Cleanfill

- (36) The Consent Holder shall ensure that any importation of cleanfill from off-site meets the definition of cleanfill as defined by the Waikato Regional Plan. Cleanfill deposition authorised by this consent shall exclude:
  - (a) Material that has combustible, putrescible or degradable components;
  - (b) Materials likely to create leachate by means of biological or chemical breakdown;
  - (c) Any products or materials derived from hazardous waste treatment, hazardous waste stabilisation or hazardous waste disposal practices;
  - (d) Materials such as medical and veterinary waste, asbestos, or radioactive substances that may present a risk to human health; and
  - (e) Soils or other materials contaminated with hazardous substances or pathogens.
- (37) To ensure that all material imported to site meets the cleanfill definition as outlined within **Condition [34]**, the Consent Holder shall undertake routine monitoring every calendar month of all fill material imported to site or as requested by *WRC*, and shall maintain records of the source, type and volume of all cleanfill material. These records shall be made available to the *WRC* upon request.

#### 6.4.2 Erosion and Sediment Control

- (38) The Consent Holder shall be responsible for any erosion protection or control works, and associated maintenance, that become necessary to preserve the integrity and stability of all watercourses, including their margins and banks, structures, land and property as a result of the exercise of this consent. If/where erosion protection or control works become necessary, the Consent Holder shall undertake these works after liaising with all affected parties. All works shall be carried out in accordance with the certified ESCP.
- (39) The Consent Holder shall ensure that all sediment laden run-off from the site is treated by sediment retention structures. These structures are to be fully operational before bulk earthworks commence and shall be maintained to perform at least at 80% of their full operational capacity.
- (40) The Consent Holder shall ensure that all clean water run-off from stabilised surfaces including catchment areas above and around the site shall be diverted away from the earthworks area via a stabilised diversion system.
- (41) The Consent Holder shall ensure that all temporary watercourse diversion systems are designed and installed to convey flows from contributing catchment areas up to the 5% AEP rainfall event (20-year ARI rainfall event) without overtopping and shall also ensure that these systems incorporate adequate protection against erosion.
- (42) The Consent Holder shall ensure that all erosion and sediment controls are inspected and in good working order prior to, and immediately after rain events. The Consent Holder shall further ensure that all erosion and sediment controls are maintained such that optimal sediment capture efficiency is achieved at all times.
- (43) The Consent Holder shall maintain the stabilised construction entrance at the site entrance point(s) and shall manage all traffic leaving the site to prevent the tracking of sediment onto the public road surface.
- (44) In the event that any persistent sediment tracking effects are identified, the Consent Holder shall install an appropriate wheel wash facility to prevent any ongoing effects.

#### 6.4.3 Flocculation Implementation Management Plan (FIMP)

- (45) Prior to the commencement of construction works, the Consent Holder shall undertake flocculent bench testing to determine the reactivity of soils to chemical treatment within those areas of the site where runoff is proposed to be treated by sediment retention ponds and decanting earth bunds.
- (46) Where soils positively react to chemical treatment, the implementation of a flocculation treatment system shall be maintained as a contingency throughout the duration of earthworks and shall be implemented at the request of the WRC monitoring officer in accordance with the FIMP bench testing required by Condition [(45)].
- (47) Ten (10) days prior to the commissioning of the flocculation treatment system (for each basin if applicable) (or such other timeframe that is agreed in writing between the Consent Holder and WRC), the Consent Holder shall provide the WRC with a FIMP. The objective of the FIMP is to manage flocculation used as part of the erosion and sediment control practices to avoid or minimise adverse effects in the environment caused by the use of chemical flocculents.

(48) The FIMP shall include, as a minimum:

- (a) Specific design details for the flocculation system;
- (b) Monitoring, maintenance (including post-storm) and record keeping details;
- (c) Details of optimum dosage (including assumptions);
- (d) Results of any initial flocculation trial;
- (e) A spill contingency plan; and
- (f) Contact details of the persons responsible for the operation and maintenance of the flocculation treatment system and the organisational structure to which this person shall report.

#### 6.4.4 Monitoring of Erosion and Sediment Controls

(49) The Consent Holder shall ensure that erosion and sediment controls at the site are inspected a minimum of once per week and within 24 hours of each rainstorm event that is likely to impair the function or performance of the controls.

(50) The Consent Holder shall carry out monitoring and maintenance of erosion and sediment controls in accordance with the conditions of this consent and shall maintain records detailing:

- (a) The date, time and results of the monitoring undertaken;
- (b) The erosion and sediment controls that required maintenance;
- (c) The time when the maintenance was undertaken; and
- (d) The type of maintenance carried out.

(51) These records shall be provided to the **WRC** on request.

#### 6.4.5 Stockpiles

(52) If the stockpile material contains silt or is erosion prone, the Consent Holder shall place topsoil overtop of the stockpile before stabilisation.

(53) If a stockpile is to be stored for longer than one (1) week, the Consent Holder shall seal, mulch and stabilise the stockpile to minimise potential erosion and sedimentation. These controls are to remain until stockpiles are removed or used on site.

#### 6.4.6 Stabilisation/Rehabilitation

(54) The Consent Holder shall stabilise the site against erosion as soon as practicable and in a progressive manner as earthworks are finished over various areas (catchments) of the site. The Consent Holder shall monitor and maintain the site until vegetation is established to such an extent that it prevents erosion and prevents sediment from entering any watercourse.

(55) The Consent Holder shall revegetate or re-grass all areas of bare earth as soon as practicable and within three calendar months following the completion of earthworks (per individual stage/basin construction). If this cannot be achieved the Consent Holder shall temporarily cover the area with a surface suitable to protect against soil erosion until such time as re-vegetation or re-grassing can occur.

#### 6.4.7 Erosion and Flood Protection

(56) The Consent Holder shall be responsible for any erosion protection or control works, and associated maintenance, that become necessary to preserve the integrity and stability of all watercourses, structures, land and property as a result of the exercise of this consent. If/where erosion protection or control works become necessary, the Consent Holder shall undertake these works after liaising with all affected parties.

**Advice Note:** Separate resource consents may be required to undertake erosion protection or control works. The Consent Holder is advised to obtain all such consents prior to any works being undertaken.

#### 6.4.8 Discharges

(57) The concentration of suspended solids in the Waitoa River, or any other water body (including modified watercourses and farm drains), shall not exceed 80 grams per cubic metre suspended solids concentration as a result of the exercise of this resource consent, after reasonable mixing. This standard shall apply except where the suspended solids concentration in the Waitoa River, unaffected by the activity, is greater than the standard specified. When the concentration of suspended solids in the Waitoa River, unaffected by the activity, exceeds 80 grams per cubic metre then there shall not be any increase in the suspended solids concentration in the Waitoa River as a result of activities authorised by this resource consent.

#### 6.4.9 Winter Works

(58) The Consent Holder shall not carry out any construction works during the winter period from 1 May to 30 September inclusive unless a request for Winter Works in accordance with Condition [(60)] is approved by the WRC.

(59) The Consent Holder shall ensure that the site is appropriately stabilised by 30 April of each year unless otherwise approved by the WRC. Stabilisation shall be undertaken by providing adequate measures (vegetative and/or structural and including, pavement, metalling, hydroseeding, revegetating and mulching) that will minimise erosion of exposed soil to the extent practicable.

(60) Requests to undertake construction works during the period 1 May to 30 September inclusive shall be submitted in writing to the WRC, and shall be in the form of amendments to the certified ESCP.

**Advice Note:** In considering a request for the continuation of winter works, the WRC will consider a number of factors; including:

- (a) the nature of the site and the winter soil disturbance works proposed;
- (b) the quality of the existing/proposed erosion and sediment controls;
- (c) the compliance history of the site/operator;
- (d) seasonal/local soil and weather conditions;
- (e) sensitivity of the receiving environment; and
- (f) any other relevant factor.

#### 6.4.10 Dust Management Plan (DMP)

(61) At least twenty (20) working days prior to the commencement of any construction work in relation to this resource consent (or such other timeframe that is agreed in writing between the Consent Holder and WRC), the Consent Holder shall submit a DMP to the WRC for certification.

(62) The objectives of the DMP are to achieve the following outcomes:

- (a) Discharges of dust does not cause offensive or objectionable effects at any location beyond the boundary of the Site, in the opinion of an enforcement officer when assessed in accordance with the *Good Practice Guide for Assessing and Managing Dust (Ministry for the Environment, 2016)*.
- (b) Dust management during the works generally complies with the recommendations of this Good Practice Guide and minimises dust generation as far as practicable.

(63) The **DMP** shall include, as a minimum, the following details:

- (a) Use of chemical dust suppressants as a method of sealing problematic or unfinished areas if the previous methods fail to mitigate dust effects appropriately.
- (b) The on-site practices that will be adopted during Construction Works to minimise all dust and particulate emissions and the potential for any dust emissions beyond the boundary of the site that cause a nuisance. A dust nuisance will occur if:
  - i. There is visible evidence of suspended solids in the air beyond the site boundary; and/or
  - ii. There is visible evidence of suspended solids traceable from a dust source settling on the ground, building or structure of a neighbouring site or water.
- (c) The measures that will be adopted to ensure that exposed areas have sufficient soil moisture levels all times under prevailing wind conditions to minimise the potential for dust generation.
- (d) The staff who are available on-call at all times (including outside of working hours) to operate the water application system for dust suppression.
- (e) A requirement that if a written request is made by **WRC**, the Consent Holder shall carry out sealing within reasonably practicable timeframe of any problematic dust generating surfaces within the site using hydro-seed/hydro-mulch, polymer soil stabilisers or a similar dust control product to promptly address any ongoing dust effects.

#### 6.5 As-built Certification Statements

(64) The Consent Holder shall retain suitably qualified and experienced practitioners to prepare and sign As-built Certification Statements which certify that the stormwater basins, have been constructed in accordance with the certified detailed designs as required. The approved As-built Certification Statements shall be submitted **WRC** within ninety (90) working days of completion of the construction works and a copy also provided to MPDC.

## 6.6 Advice Notes

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- This resource consent is transferable to another owner or occupier of the land concerned, upon application, on the same conditions and for the same use as originally granted (Sections 134 to 137 of the *RMA*).
- The reasonable costs incurred by *WRC* arising from supervision and monitoring of this/these consents will be charged to the Consent Holder. This may include but not be limited to routine inspection of the site by *WRC* officers or agents, liaison with the Consent Holder, responding to complaints or enquiries relating to the site, and review and assessment of compliance with the conditions of consents.
- Note that pursuant to Section 332 of the *RMA*, enforcement officers may at all reasonable times go onto the property that is the subject of this consent, for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.

## 7.0 Regional Council Conditions of Consent –Drilling Below the Water Table

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To drill below the water table for dewatering spears associated with the construction of the Ashbourne Retirement Village.

### 7.1 General Conditions

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- (1) The wells shall be constructed and maintained and/or abandoned so that each well will not cause cross contamination between hydraulic units (aquifers) in any water (including ground water and geothermal water).
- (2) The wells shall be completed and sealed such that leakage of water or contaminants to or from the ground surface is prevented.
- (3) Materials used for well construction shall be of such quality and strength to enable the wells to be completed without casing or seal leakage during construction or subsequent well operation.
- (4) If a well is to be used for taking water, it shall be located at least 50 metres horizontally from a lake or stream.
- (5) Upon completion of a well, wastes introduced to the well during drilling and construction shall be removed.
- (6) If artesian conditions are encountered, a conductor casing shall be grout sealed to ensure control of potential flowing artesian ground water and to prevent instability of the ground at the well head. Well head completion shall be such that ground water leakage under flowing artesian pressures is prevented.
- (7) The Waikato Regional Council shall be notified of the anticipated date of drilling commencing if the wells are not to be drilled within three months of this consent being granted.
- (8) A log for each well drilled shall be forwarded to the Waikato Regional Council within two months of drilling being completed. Each log shall show:
  - (a) the location of the hole/well
  - (b) date of completion
  - (c) duration of drilling
  - (d) depth and diameter of the hole/well
  - (e) the method of drilling
  - (f) full construction details
  - (g) the subsurface geology
  - (h) full results of any tests (e.g. well yield, temperature, water quality) undertaken on the drilled hole/well
  - (i) a site diagram

(9) The activity shall not disturb any archaeological site or waahi tapu as identified in any district plan or by Heritage New Zealand except where Heritage New Zealand approval has been obtained.

(10) Abandoned or obsolete bores must be identified and decommissioned to prevent contamination. Advice of decommissioning of bores should be provided to *WRC* within twenty (20) working days of the work being completed.

#### 7.1.1 Fees and Charges

(11) The Consent Holder must pay to the consent authority any administrative charge fixed in accordance with Section 36 of the RMA, or any charge prescribed in accordance with regulations made under Section 360 of the RMA.

#### 7.1.2 Consent Lapse

(12) Pursuant to clause 26(2) of Schedule 5 to the *FTAA*, this consent shall lapse five (5) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

#### 7.2 Advice Notes:

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- This land use consent does not give any right of access over private or public property. Arrangements for access must be made between the Consent Holder and the property owner.
- This land use consent is transferable to another owner or occupier of the land concerned, upon application, on the same conditions and for the same use as originally granted (Sections 134 to 137 of the *RMA*).
- The reasonable costs incurred by *WRC* arising from supervision and monitoring of this/these consents will be charged to the Consent Holder. This may include but not be limited to routine inspection of the site by *WRC* officers or agents, liaison with the Consent Holder, responding to complaints or enquiries relating to the site, and review and assessment of compliance with the conditions of consents.
- Note that pursuant to Section 332 of the *RMA*, enforcement officers may at all reasonable times go onto the property that is the subject of this consent, for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.
- If an existing bore is to be decommissioned then this should be properly capped and sealed by a driller, and *WRC* advised of this. If you are decommissioning a bore, you must ensure that contaminants are prevented from entering the bore by filling it with clean material and compacting or sealing the surface.

## 8.0 Regional Council Conditions of Consent – Groundwater Take

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To permanently take groundwater for irrigation and domestic supply for the Ashbourne Retirement Village

### 8.1 General Conditions

- (1) The project shall be undertaken in general accordance with the information and plans<sup>2</sup> submitted by the Consent Holder in support of **RCXX** as listed in **Schedule 1** and received by the **EPA** on **XX** 2025, and subject to the following conditions. In the event of a conflict between the documents in **XXX** and the conditions of these resource consents, the conditions of these resource consents shall prevail.
- (2) The Consent Holder shall be responsible for all contracted operations relating to the exercise of this resource consent, and shall ensure contractors are made aware of the conditions of this consent and their requirement to comply with those conditions.
- (3) A copy of this resource consent and any certified management plans shall be kept onsite at all times that the works authorised by this resource consent are being undertaken, and shall be produced without unreasonable delay upon request from a servant or agent of **WRC**.
- (4) Any reference in these conditions to a New Zealand Standard includes any later New Zealand standard that amends or replaces it.

#### 8.1.1 Fees and Charges

- (5) The Consent Holder must pay to the consent authority any administrative charge fixed in accordance with section 36 of the **RMA**, or any charge prescribed in accordance with regulations made under section 360 of the **RMA**.

#### 8.1.2 Consent Lapse

- (6) Pursuant to clause 26(2) of Schedule 5 to the **FTAA**, the consent numbered **RCXX** shall lapse ten (10) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

#### 8.1.3 Review

- (7) The **WRC** may during July each year from commencement of construction until 2 years after construction has completed serve notice on the Consent Holder under section 128(1) of the **RMA** to review the conditions of this where:
  - (a) A material adverse effect which was not identified in the **AEE** (and supporting material for the resource consent application) has arisen; or
  - (b) The magnitude of adverse effects from the project are materially larger than what was indicated in the **AEE** (and supporting material for the resource consent application).

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<sup>2</sup> All Management Plans lodged with the application are DRAFT and subject to change through the certification process.

(8) Costs associated with any review of conditions of this consent will be recovered from the Consent Holder in accordance with the provisions of section 36 of the **RMA**.

## 8.2 Pre- Start Requirements

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(9) The Consent Holder shall appoint a representative(s) prior to commencement of any works authorised by this resource consent, who shall be **WRC**'s principal contact person in regard to matters relating to this consent. The Consent Holder shall inform **WRC** of the representative's name and how they can be contacted prior to this consent being exercised. Should that person(s) change during the term of this resource consent, the Consent Holder shall immediately inform the **WRC**, and shall also give written notice of the new representative's name and how they can be contacted.

(10) Prior to the commencement of activities authorised by this consent on the site, the Consent Holder shall hold a pre-start meeting that:

- (a) Is scheduled not less than ten (10) working days (or such other timeframe that is agreed in writing between the Consent Holder and **WRC**) before the anticipated commencement of works.
- (b) Outlines the strategy, sequence and approach to constructing each stage.
- (c) Confirms the approach to management plans and what is relevant per delivery stage(s).
- (d) Is attended by the site representative, the contractor, and any other relevant party representing the Consent Holder, including the Consent Holder's Ecologist who will introduce and explain the relevant ecological management plans, implementation and purpose.

At least ten (10) working days prior to the meeting, shall invite the following parties to the pre-start meeting:

- i. **WRC** compliance monitoring officer[s] and engineers; and
- ii. representatives from Ngāti Hauā, Raukawa, Ngāti Hinerangi, and Te Whakakitenga o Waikato

## 8.3 Cultural Impact Assessment (CIA)

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The following Mana Whenua groups have endorsed the **CIA** referenced in **Condition [-o]**:

- Ngāti Hauā Iwi Trust, representing Ngāti Hauā Iwi
- Raukawa Charitable Trust,
- Ngāti Hinerangi Iwi Trust, and
- Te Whakakitenga o Waikato, representing Waikato-Tainui.

(11) Prior to the commencement of any construction works the Consent Holder shall invite the hapu of Ngāti Hauā, Raukawa, Ngāti Hinerangi, and Te Whakakitenga o Waikato to discuss the implementation of the recommendations within the **CIA**.

(12) The outcomes of the engagement described above in **Condition [(11)]** shall be reported to **WRC**, prior to construction commencing.

## 8.4 Management Plans

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(13) Conditions [(14)] to [(19)] apply to all Management Plans required to be prepared in accordance with this consent.

(14) The certification process for Management Plans required by the conditions of this consent shall be confined to confirming that the Plans give effect to their objectives, consent condition requirements, and contain the required information.

(15) Management Plans may be submitted in parts or in stages to address particular activities or to reflect a staged implementation of the Project. When a Management Plan is provided in part or for a stage it shall be submitted at least twenty (20) working days prior to commencement of Construction Works for that part or stage unless otherwise specified in the conditions. Management Plans submitted to Council shall clearly show the linkage with Management Plans for adjacent stages and any interrelated activities or other Management Plans.

(16) Within twenty (20) working days of receiving a Management Plan that is required by these conditions to be provided for certification, the Consent Authority shall notify the Consent Holder whether the Management Plan is certified or if not, the reasons why certification has not been provided and the matters that must be addressed before this can occur.

(17) In the event of any dispute, disagreement or inaction arising in respect of the certification of Management Plans or certification of changes to Management Plans, that matter shall be referred in the first instance to the Consent Authority's Chief Executive to determine a process for resolution.

- (a) If a process for resolution cannot be agreed between the Consent Holder and the Consent Authority, then the matter may be referred to an independent appropriately qualified person, agreeable to both parties, setting out the details of the matter to be referred for determination and the reasons the parties do not agree.
- (b) The independently qualified person must be a hearings commissioner appointed by the local authority who is given delegated power to determine the matter pursuant to s34A of the *RMA*.
- (c) The independent appropriately qualified person shall be appointed within ten (10) working days of the Consent Holder or the Consent Authority giving notice of their intention to seek determination. The appointed person shall, as soon as possible, issue his or her decision on the matter. In making the decision, he or she shall be entitled to seek further information and hear from the parties as seen fit.

(18) At all times during construction and enabling works the Consent Holder shall ensure that a copy of the latest version of all Management Plans are kept on site and all key personnel are made aware of their contents.

(19) The Consent Holder shall implement all certified Management Plans for the duration of the works to which the Plan relates.

(20) Any changes and/or updates to a certified Management Plan shall be made in accordance with the methodology and approved procedures in the Plan and submitted to the Consent Authority for certification in accordance with Conditions [(14)] to [(19)]. No change shall have effect until certified by the Consent Authority.

## 8.5 Water Management Plan

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(21) That the Ashbourne Retirement Village Water Management Plan (ARVMP) dated June 2025 provided by WGA be implemented and certified by WRC prior to the occupancy of the retirement home units. The ARVMP shall detail but not be limited to:

- (a) A comprehensive assessment of existing demand and future demand for water with regard to an assessment of reasonable population growth within the planning horizon to meet the following:
  - I. Reasonable domestic needs.
  - II. Public health needs in accordance with requirements under any act of parliament or regulation.
  - III. Reasonable community needs (e.g. For public amenities).
  - IV. Reasonable commercial, rural supply and industrial needs.
  - V. An assessment as to how each of the assessments required by clauses a) to d) above is predicted to vary over time.
  - VI. A justification for each of the assessments required by clauses a) to e) above including reference to any relevant planning instruments promulgated under the
  - VII. Resource Management Act 1991 that provide for future growth or relevant documents promulgated under the Local Government Act 2002 such as Long Term Plans, growth strategies or spatial plans.
- (b) A drought management plan that includes:
  - I. Steps to be taken to reduce consumption during water shortage conditions, including those uses that will be restricted at the same time as priority SW-B users (in accordance with Policy 18 and Standard 3.3.4.27) and steps to be taken to implement those restrictions.
  - II. Targets for the water savings expected to be achieved via the restriction of activities identified in a) above, which shall align as closely as possible to the restrictions for SW-B users provided for in Standard 3.3.4.27.
  - III. Public and commercial user education programmes.
  - IV. Steps taken to reduce consumption when demand is approaching the maximum take volume specified under the relevant resource consent.
  - VI. Enforcement Procedures.

## 8.6 Dewatering

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(22) The maximum daily groundwater take for irrigation and domestic supply purposes during the dry season shall be 336 m<sup>3</sup>/day for a maximum of 168 days per year, with an average daily groundwater take for domestic supply purposes of 182.3m<sup>3</sup>/day for the remaining 197 days of the year. Ground water take volumes shall be in accordance with the Hydrogeological Assessment prepared by WGA titled 'Ashbourne Development Hydrogeological Effects Assessment' as detailed in Schedule 1

(23) On all days when dewatering occurs, recharge trenches (if used) and/or settlement ponds shall be checked and maintained by the Consent Holder to achieve optimal infiltration capacity and groundwater recharge and/or surface water management at all times. The methods of

monitoring and maintaining recharge trenches and/or settlement ponds shall be included in the certified GMCP or OMMP as relevant.

#### 8.6.1 Expert Supervision

(24) The Consent Holder shall ensure that all dewatering and associated activities during construction are supervised by suitably qualified and experienced practitioners and the site engineer.

*Advice Note: Specific supervisory requirements should be detailed in the GMCP and the TARP.*

#### 8.7 Advice Notes

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- This resource consent does not give any right of access over private or public property. Arrangements for access must be made between the Consent Holder and the property owner.
- This resource consent is transferable to another owner or occupier of the land concerned, upon application, on the same conditions and for the same use as originally granted (Sections 134 to 137 of the *RMA*).
- The reasonable costs incurred by *WRC* arising from supervision and monitoring of this/these consents will be charged to the Consent Holder. This may include but not be limited to routine inspection of the site by *WRC* officers or agents, liaison with the Consent Holder, responding to complaints or enquiries relating to the site, and review and assessment of compliance with the conditions of consents.
- Note that pursuant to Section 332 of the *RMA*, enforcement officers may at all reasonable times go onto the property that is the subject of this consent, for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.

## 9.0 Regional Council Conditions of Consent – Temporary Groundwater Take

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### Water Permit – Groundwater Take

To temporarily take groundwater for dust suppression purposes and dewatering associated with construction in association with the Ashbourne Retirement Village.

#### 9.1 General Conditions

- (1) The project shall be undertaken in general accordance with the information and plans<sup>3</sup> submitted by the Consent Holder in support of *RCXX* as listed in **Schedule 1** and received by the *EPA* on *XX* 2025, and subject to the following conditions. In the event of a conflict between the documents in *XXX* and the conditions of these resource consents, the conditions of these resource consents shall prevail.
- (2) The Consent Holder shall be responsible for all contracted operations relating to the exercise of this resource consent, and shall ensure contractors are made aware of the conditions of this consent and their requirement to comply with those conditions.
- (3) A copy of this resource consent and any certified management plans shall be kept onsite at all times that the works authorised by this resource consent are being undertaken, and shall be produced without unreasonable delay upon request from a servant or agent of *WRC*.
- (4) Any reference in these conditions to a New Zealand Standard includes any later New Zealand standard that amends or replaces it.

#### 9.1.1 Fees and Charges

- (5) The Consent Holder must pay to the consent authority any administrative charge fixed in accordance with section 36 of the *RMA*, or any charge prescribed in accordance with regulations made under section 360 of the *RMA*.

#### 9.1.2 Consent Lapse

- (6) Pursuant to clause 26(2) of Schedule 5 to the *FTAA*, the consent numbered *RCXX* shall lapse ten (10) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

#### 9.1.3 Review

- (7) The *WRC* may during July each year from commencement of construction until 2 years after construction has completed serve notice on the Consent Holder under section 128(1) of the *RMA* to review the conditions of this where:
  - (c) A material adverse effect which was not identified in the *AEE* (and supporting material for the resource consent application) has arisen; or

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<sup>3</sup> All Management Plans lodged with the application are DRAFT and subject to change through the certification process.

- (d) The magnitude of adverse effects from the project are materially larger than what was indicated in the *AEE* (and supporting material for the resource consent application).
- (8) Costs associated with any review of conditions of this consent will be recovered from the Consent Holder in accordance with the provisions of section 36 of the *RMA*.

## 9.2 Pre- Start Requirements

---

- (9) The Consent Holder shall appoint a representative(s) prior to commencement of any works authorised by this resource consent, who shall be *WRC*'s principal contact person in regard to matters relating to this consent. The Consent Holder shall inform *WRC* of the representative's name and how they can be contacted prior to this consent being exercised. Should that person(s) change during the term of this resource consent, the Consent Holder shall immediately inform the *WRC*, and shall also give written notice of the new representative's name and how they can be contacted.
- (10) Prior to the commencement of activities authorised by this consent on the site, the Consent Holder shall hold a pre-start meeting that:
  - (e) Is scheduled not less than ten (10) working days (or such other timeframe that is agreed in writing between the Consent Holder and *WRC*) before the anticipated commencement of works.
  - (f) Outlines the strategy, sequence and approach to constructing each stage.
  - (g) Confirms the approach to management plans and what is relevant per delivery stage(s).
  - (h) Is attended by the site representative, the contractor, and any other relevant party representing the Consent Holder, including the Consent Holder's Ecologist who will introduce and explain the relevant ecological management plans, implementation and purpose.

At least ten (10) working days prior to the meeting, shall invite the following parties to the pre-start meeting:

- iii. *WRC* compliance monitoring officer[s] and engineers; and
- iv. representatives from Ngāti Hauā, Raukawa, Ngāti Hinerangi, and Te Whakakitenga o Waikato

## 9.3 Cultural Impact Assessment (CIA)

---

The following Mana Whenua groups have endorsed the *CIA* referenced in Condition [-o]:

- Ngāti Hauā Iwi Trust, representing Ngāti Hauā Iwi
- Raukawa Charitable Trust,
- Ngāti Hinerangi Iwi Trust, and
- Te Whakakitenga o Waikato, representing Waikato-Tainui.

- (11) Prior to the commencement of any construction works the Consent Holder shall invite the hapu of Ngāti Hauā, Raukawa, Ngāti Hinerangi, and Te Whakakitenga o Waikato to discuss the implementation of the recommendations within the *CIA*.

(12) The outcomes of the engagement described above in **Condition [(11)]** shall be reported to **WRC**, prior to construction commencing.

#### 9.4 Management Plans

---

(13) Conditions [(14)] to [(19)] apply to all Management Plans required to be prepared in accordance with this consent.

(14) The certification process for Management Plans required by the conditions of this consent shall be confined to confirming that the Plans give effect to their objectives, consent condition requirements, and contain the required information.

(15) Management Plans may be submitted in parts or in stages to address particular activities or to reflect a staged implementation of the Project. When a Management Plan is provided in part or for a stage it shall be submitted at least twenty (20) working days prior to commencement of Construction Works for that part or stage unless otherwise specified in the conditions. Management Plans submitted to Council shall clearly show the linkage with Management Plans for adjacent stages and any interrelated activities or other Management Plans.

(16) Within twenty (20) working days of receiving a Management Plan that is required by these conditions to be provided for certification, the Consent Authority shall notify the Consent Holder whether the Management Plan is certified or if not, the reasons why certification has not been provided and the matters that must be addressed before this can occur.

(17) In the event of any dispute, disagreement or inaction arising in respect of the certification of Management Plans or certification of changes to Management Plans, that matter shall be referred in the first instance to the Consent Authority's Chief Executive to determine a process for resolution.

(i) If a process for resolution cannot be agreed between the Consent Holder and the Consent Authority, then the matter may be referred to an independent appropriately qualified person, agreeable to both parties, setting out the details of the matter to be referred for determination and the reasons the parties do not agree.

(j) The independently qualified person must be hearings commissioner appointed by the local authority who is given deleted power to determine the matter pursuant to s34A of the **RMA**.

(k) The independent appropriately qualified person shall be appointed within ten (10) working days of the Consent Holder or the Consent Authority giving notice of their intention to seek determination. The appointed person shall, as soon as possible, issue his or her decision on the matter. In making the decision, he or she shall be entitled to seek further information and hear from the parties as seen fit.

(18) At all times during construction and enabling works the Consent Holder shall ensure that a copy of the latest version of all Management Plans are kept on site and all key personnel are made aware of their contents.

(19) The Consent Holder shall implement all certified Management Plans for the duration of the works to which the Plan relates.

(20) Any changes and/or updates to a certified Management Plan shall be made in accordance with the methodology and approved procedures in the Plan and submitted to the Consent

Authority for certification in accordance with Conditions [(14)] to [(19)]. No change shall have effect until certified by the Consent Authority.

## 9.5 Construction Management Plan (CMP)

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(21) At least 20 working days prior to the commencement of any construction works within the project site (or such other timeframe that is agreed in writing between the Consent Holder and WRC), the Consent Holder shall submit a CMP to the WRC's Chief Executive (or nominee) for certification.

(22) The objective of the CMP is to outline the approach to be taken for managing construction works to ensure that impacts that may arise from the works have been appropriately identified, managed and minimised. As a minimum, the CMP shall include:

- (a) Details of the site manager, including 24-hour contact details (telephone, email, and postal address)
- (b) The proposed start date of the construction works authorised by this resource consent
- (c) A schedule of each construction work phase that relates to relevant works
- (d) The commencement date and expected duration of the major cut and fill operations
- (e) The location of a notice board/s on the site that are readily visible and readable from a public place that clearly identifies the name, telephone number, email, and address for service of the site manager
- (f) Procedures for ensuring that the owners and/or occupiers in the immediate vicinity of the construction area are given 10 working days prior notice to the commencement of construction works and are informed about the expected duration of works and potential effects of the works and are kept informed of progress including responding to queries and complaints
- (g) Measures to prevent weed invasion due to machinery, top soil and fill brought on to site including methods for cleaning machinery and inspecting top soil and fill brought to site
- (h) Details of how all earthmoving machinery, pumps and generators shall be operated in a manner which ensures that spillages of fuel, oil and similar contaminants are prevented, particularly during refuelling and machinery servicing and maintenance (which shall include that refuelling and lubrication activities shall be carried out way from any surface water, such that any spillage can be contained and does not enter any surface water)
- (i) Any other details of the intended works' programme.

## 9.6 Dewatering

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(23) The daily diversion volume authorised by this resource consent to construct the wastewater pump stations and treatment wet wells shall not exceed 138m<sup>3</sup>/day (accounting for a 5% contingency). Ground water take volumes shall be in accordance with the Hydrogeological Assessment prepared by WGA titled 'Ashbourne Development Hydrogeological Effects Assessment' as detailed in Schedule 1.

(24) The maximum dewatering depth for construction and dewatering of the wastewater pump station and treatment wet wells shall be in accordance with the Hydrogeological Assessment

prepared by WGA titled 'Ashbourne Development Hydrogeological Effects Assessment' as detailed in Schedule 1 unless the WRC certifies otherwise, following final survey and establishment of the datum on site

- (25) The daily temporary groundwater take for dust suppression purposes shall be 336m<sup>3</sup>/day for up to 168 days
- (26) On all days when dewatering occurs, recharge trenches (if used) and/or settlement ponds shall be checked and maintained by the Consent Holder to achieve optimal infiltration capacity and groundwater recharge and/or surface water management at all times. The methods of monitoring and maintaining recharge trenches and/or settlement ponds shall be included in the certified GMCP or OMMP as relevant.

## 9.7 Expert Supervision

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- (27) The Consent Holder shall ensure that all dewatering and associated activities during construction are supervised by suitably qualified and experienced practitioners and the site engineer.

*Advice Note: Specific supervisory requirements should be detailed in the GMCP and the TARP.*

## 9.8 Wastewater Pump Station

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- (28) The wastewater pump station within Stage 1 of the development, inlet pipe, wet well, and underground storage facility shall be designed in accordance with the layout and general accordance with the RITS requirements as set out in the Infrastructure Report prepared by Maven Associates titled 'Ashbourne Retirement Village Infrastructure Report' as detailed in Schedule 1.
- (29) The dewatering for the larger excavation for the Wastewater tank install shall be to 62m RL and the maximum drawdown for the wet well install shall be to 58m RL.

## 9.9 Advice Notes

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- This resource consent does not give any right of access over private or public property. Arrangements for access must be made between the Consent Holder and the property owner.
- This resource consent is transferable to another owner or occupier of the land concerned, upon application, on the same conditions and for the same use as originally granted (Sections 134 to 137 of the **RMA**).
- The reasonable costs incurred by **WRC** arising from supervision and monitoring of this/these consents will be charged to the Consent Holder. This may include but not be limited to routine inspection of the site by **WRC** officers or agents, liaison with the Consent Holder, responding to complaints or enquiries relating to the site, and review and assessment of compliance with the conditions of consents.
- Note that pursuant to Section 332 of the **RMA**, enforcement officers may at all reasonable times go onto the property that is the subject of this consent, for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.

## 10.0 Regional Council Conditions of Consent – Stormwater Discharge

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Discharge Permit – to permanently divert and discharge stormwater to land for Retirement Village

Consent Duration: 35 years

### 10.1 General Conditions

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- (1) The stormwater diversion and discharge activities authorised by this resource consent must be undertaken in general accordance with the information and plans submitted by the Consent Holder in support of **RCXX** as listed in Schedule 1 and received by the EPA on **XXX** 2025, and subject to the following conditions. In the event of a conflict between the documents in Schedule 1 and the conditions of these resource consents, the conditions of these resource consents shall prevail.
- (2) The Consent Holder shall be responsible for all contracted operations relating to the exercise of this resource consent, and shall ensure contractors are made aware of the conditions of this consent and their requirement to comply with those conditions.
- (3) The consent holder must appoint a representative prior to commencement of any works authorised by this resource consent, who must be the Waikato Regional Council's principal contact person in regard to matters relating to this resource consent. The consent holder must inform the Waikato Regional Council of the representative's name and how they can be contacted prior to this resource consent being exercised.
- (4) A copy of this resource consent and any certified management plans shall be kept onsite at all times that the works authorised by this resource consent are being undertaken, and shall be produced without unreasonable delay upon request from a servant or agent of a consent authority.
- (5) Any reference in these conditions to a New Zealand Standard includes any later New Zealand standard that amends or replaces it.

#### 10.1.1 Fees and Charges

- (6) The Consent Holder must pay to the consent authority any administrative charge fixed in accordance with section 36 of the **RMA**, or any charge prescribed in accordance with regulations made under section 360 of the **RMA**.

#### 10.1.2 Consent Lapse

- (7) Pursuant to clause 26(2) of Schedule 5 to the **FTAA**, the consents numbered **RCXX** shall lapse two (2) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

#### 10.1.3 Review

- (8) The **WRC** may during July each year from commencement of construction until 2 years after construction has completed serve notice on the Consent Holder under section 128(1) of the **RMA** to review the conditions of this where:

- (a) A material adverse effect which was not identified in the *AEE* (and supporting material for the resource consent application) has arisen; or
- (b) The magnitude of adverse effects from the project are materially larger than what was indicated in the *AEE* (and supporting material for the resource consent application).

(9) Costs associated with any review of conditions of this consent will be recovered from the Consent Holder in accordance with the provisions of section 36 of the *RMA*.

(10) The Consent Holder shall be responsible for the design, structural integrity and maintenance of the stormwater system including piped reticulation network, stormwater treatment/attenuation devices and inlet and outlet structures and shall operate and maintain the stormwater system to avoid and/or mitigate any adverse effects of stormwater discharges to the downstream receiving environment.

(11) The Consent Holder shall not undertake any changes to the stormwater system which would fundamentally alter the stormwater quality or quantity characteristics of the stormwater discharge activities authorised by this resource consent.

(12) The Consent Holder shall be responsible for maintaining the stormwater soakage devices and ensure the ongoing operation.

## 10.2 Stormwater Quality and Receiving Environment

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- (13) The consent holder must manage the stormwater network to avoid the discharge of any substance that is likely to cause the production of conspicuous oil, or grease films, scums or foams, or floatable suspended materials in downstream water bodies after reasonable mixing.
- (14) The consent holder must manage the stormwater network to avoid the discharge of suspended solids and any other substances that are likely to cause the following effects in downstream water bodies after reasonable mixing:
  - (a) Conspicuous changes in colour or visual clarity;
  - (b) Smothering of benthic organisms by sediment; or
  - (c) Increases in suspended solids concentrations by more than 10 percent or exceedance of 80 grams per cubic metre (whichever is the lesser).
- (15) The consent holder must manage the stormwater network to avoid the discharge of hazardous substances in concentrations that are likely to adversely affect aquatic life, or the suitability of water for human consumption after treatment. Where a question arises as to whether the concentration of any particular hazardous substance is causing these effects, it must be determined through the application of the United States Environmental Protection Agency National Recommended Water Quality Criteria (USEPA, 2009) – Criteria Maximum Concentration, or any other technical publication technically certified in advance by the Waikato Regional Council.
- (16) The consent holder must manage the stormwater network to avoid the discharge of micro-organisms in concentrations that are likely to adversely affect human health. Where a question arises as to whether the concentration of micro-organisms is adversely affecting human health, it must be determined through the application of the Microbiological Water Quality Guidelines for Marine and Freshwater Recreational Areas (MfE, 2003), or any other technical publication technically certified in advance by the Waikato Regional Council.

(17) The consent holder must manage the stormwater network to avoid discharges that are likely to adversely affect aquatic ecosystems and cause the following effects in downstream water bodies after reasonable mixing:

- (a) Dissolved oxygen levels to fall below 80% of saturation;
- (b) pH to fall below 6 or exceed 9;
- (c) Suspended sediments to smother benthic organisms;
- (d) Undesirable biological growths;
- (e) Water temperature to change by more than 3oC or exceed 23oC;
- (f) Turbidity levels to exceed 25 NTU;
- (g) Ammoniacal nitrogen concentrations to exceed 0.88 grams of nitrogen per cubic metre; and
- (h) Other contaminant concentrations to exceed the United States Environmental Protection Agency National Recommended Water Quality Criteria (USEPA, 2009) – Criteria Maximum Concentration.

### 10.3 Management Plans

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(18) Conditions [(19)] to [21] apply to all Management Plans required to be prepared in accordance with this consent.

(19) The certification process for Management Plans required by the conditions of this consent shall be confined to confirming that the Plans give effect to their objectives, consent condition requirements, and contain the required information.

(20) Within twenty (20) working days of receiving a Management Plan that is required by these conditions to be provided for certification, the Consent Authority shall notify the Consent Holder whether the Management Plan is certified or if not, the reasons why certification has not been provided and the matters that must be addressed before this can occur.

(21) The Consent Holder shall implement all certified Management Plans for the activities to which the Plan relates.

(22) Any changes and/or updates to a certified Management Plan shall be made in accordance with the methodology and approved procedures in the Plan and submitted to the Consent Authority for certification in accordance with Conditions [(19)] to [(21)]. No change shall have effect until certified by the Consent Authority.

#### 10.3.1 Stormwater Operation, Monitoring and Maintenance Management Plan (OMMP)

(23) At least 20 working days prior to the commencement of any construction works in relation to the project site (or such other timeframe that is agreed in writing between the Consent Holder and WRC), the Consent Holder shall submit a OMMP to WRC for certification.

(24) The OMMP shall provide for all operation, monitoring and maintenance requirements and include, as a minimum, the following details:

- (a) Design parameters of the stormwater network;

- (b) Operation and maintenance procedures for the stormwater network, including the frequency of these procedures;
- (c) Monitoring methods for the stormwater network and receiving environment;
- (d) The methods of monitoring and maintaining stormwater basins and raingardens (where required);
- (e) Inspection checklists for all aspects and elements of the stormwater network;
- (f) Inspection record keeping and processes to report **OMMP** activities to the **WRC**; and
- (g) Details of who will be responsible for overseeing the **OMMP**.

(25) The consent holder must implement all operation, monitoring and maintenance requirements in accordance with the technically certified OMMP.

(26) The OMMP may be amended at any time at the written request of the consent holder. Any changes to the OMMP must be subject to technical certification by the Waikato Regional Council prior to implementing these changes.

#### 10.4 On-lot Devices Management Plan

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- (27) The consent holder must retain a suitably qualified and experienced practitioner (stormwater engineer) to prepare an On-lot Devices Management Plan (**ODMP**). The main objective of the **ODMP** is to ensure that private on-lot stormwater devices are effectively managed by the consent holder, and that subsequent stormwater discharges to the stormwater network align with the requirements of this resource consent.
- (28) The **ODMP** must include, as a minimum, the following details:
  - (a) Design Statement for all on-lot stormwater devices including design specifications, best practicable option and a worked example showing site layout and option configuration;
  - (b) Operation and maintenance procedures for all on-lot stormwater devices, including the frequency of these procedures;
  - (c) Inspection checklists for all aspects and elements of the on-lot stormwater devices;
  - (d) A schedule of the ongoing compliance monitoring and maintenance inspections to be undertaken by the consent holder, including the frequency of these inspections, to ensure that the on-lot stormwater devices are being properly operated and maintained; and
  - (e) Details of who will be responsible for overseeing the **ODMP**.
- (29) The **ODMP** must be submitted to the Waikato Regional Council for technical certification at least 20 working days prior to the commencement of activities authorised by this resource consent.
- (30) The consent holder must ensure that all operation, monitoring and maintenance requirements are implemented in accordance with the technically certified ODMP.
- (31) The ODMP may be amended at any time at the written request of the consent holder. Any changes to the ODMP must be subject to technical certification by the Waikato Regional Council prior to implementing these changes.

## 10.5 Advice Notes

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- This resource consent does not give any right of access over private or public property. Arrangements for access must be made between the Consent Holder and the property owner.
- This resource consent is transferable to another owner or occupier of the land concerned, upon application, on the same conditions and for the same use as originally granted (Sections 134 to 137 of the *RMA*).
- The reasonable costs incurred by *WRC* arising from supervision and monitoring of this/these consents will be charged to the Consent Holder. This may include but not be limited to routine inspection of the site by *WRC* officers or agents, liaison with the Consent Holder, responding to complaints or enquiries relating to the site, and review and assessment of compliance with the conditions of consents.
- Note that pursuant to Section 332 of the *RMA*, enforcement officers may at all reasonable times go onto the property that is the subject of this consent, for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.

## 11.0 Regional Council Conditions of Consent – Wastewater Discharge

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Discharge Permit – to permanently discharge treated sewage for Ashbourne Retirement Development

### 11.1 General Conditions

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- (1) The project shall be undertaken in general accordance with the information and plans<sup>4</sup> submitted by the Consent Holder in support of RCXX as listed in Schedule 1 and received by the EPA on XXX 2025, and subject to the following conditions. In the event of a conflict between the documents in Schedule 1 and the conditions of these resource consents, the conditions of these resource consents shall prevail.
- (2) The Consent Holder shall be responsible for all contracted operations relating to the exercise of this resource consent, and shall ensure contractors are made aware of the conditions of this consent and their requirement to comply with those conditions.
- (3) A copy of this resource consent and any certified management plans shall be kept onsite at all times that the works authorised by this resource consent are being undertaken, and shall be produced without unreasonable delay upon request from a servant or agent of a consent authority.
- (4) Any reference in these conditions to a New Zealand Standard includes any later New Zealand standard that amends or replaces it.

#### 11.1.1 Fees and Charges

- (5) The Consent Holder must pay to the consent authority any administrative charge fixed in accordance with section 36 of the *RMA*, or any charge prescribed in accordance with regulations made under section 360 of the *RMA*.

#### 11.1.2 Consent Lapse

- (6) Pursuant to clause 26(2) of Schedule 5 to the *FTAA*, the consents numbered RCXX shall lapse two (2) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

#### 11.1.3 Review

- (7) The *WRC* may during July each year from commencement of construction until 2 years after construction has completed serve notice on the Consent Holder under section 128(1) of the *RMA* to review the conditions of this where:
  - (a) A material adverse effect which was not identified in the *AEE* (and supporting material for the resource consent application) has arisen; or

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<sup>4</sup> All Management Plans lodged with the application are DRAFT and subject to change through the certification process.

- (b) The magnitude of adverse effects from the project are materially larger than what was indicated in the *AEE* (and supporting material for the resource consent application).
- (8) Costs associated with any review of conditions of this consent will be recovered from the Consent Holder in accordance with the provisions of section 36 of the *RMA*.

## 11.2 Reticulation

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- (9) All wastewater pipework and pump stations serving the development shall be constructed and installed in accordance with the latest version of the Waikato Local Authority Shared Services Regional Infrastructure Technical Specifications.

## 11.3 Discharge of Wastewater

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### (10) General

1. The discharge of wastewater to land authorised by this consent shall be undertaken in general accordance with the following application documentation:

References: Subject to the resource consent conditions below which shall prevail in the event of any inconsistency between the aforementioned documentation and the conditions.

2. 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.
3. The consent holder shall ensure contractors and workers are made aware of the conditions of this resource consent and ensure compliance with those conditions.

### (11) Reticulation

- (12) All wastewater pipework and pump stations serving the development shall be constructed and installed in accordance with the latest version of the Waikato Local Authority Shared Services Regional Infrastructure Technical Specifications.

### (13) Discharge of Wastewater

- (14) The maximum volume of treated wastewater discharged on-site must not exceed 120,920 litres per day (120.92 cubic metres per day), as measured over any 24-hour period.

*Note A: The consent holder shall ensure that water reduction fixtures are installed in the buildings serviced by the wastewater treatment and land application systems. Water reduction fixtures include, but are not limited to, the following: dual flush water closets, shower flow restrictors, aerator faucets (taps) and low water use automatic washing machines.*

- (15) The consent holder shall ensure that the quality of the treated wastewater discharged to the ground shall comply with the following limits:

- (16) The concentration of five-day Biochemical Oxygen Demand must not exceed 20 milligrams per litre (20mg/l BOD5),

- (17) The concentration of Total Suspended Solids must not exceed 30 milligrams per litre (30mg/l TSS).

- (18) 40 grams per cubic metre in terms of Total Nitrogen (40 g/m<sup>3</sup> TN).

(19) 200 cfu/100mL in terms of Escherichia coli (200 cfu/100mL E.coli).

*Note B: All quality analyses shall be undertaken by an IANZ accredited or equivalent laboratory. All methods used shall be appropriate for the analyses undertaken.*

4. Treated wastewater shall be discharged into the ground via pressure compensating dripper irrigation at an areal loading rate that does not exceed 5 millimetres per day (i.e. 5 litres per square metre) or the absorptive capacity of the soils, whichever is the lesser.
5. The treated wastewater shall not be discharged into any soakage system at such a rate so as to exceed the absorptive capacity of the soils.
6. The discharges shall be uniformly distributed over the disposal system.
7. The consent holder shall ensure that a reserve wastewater disposal area of not less than one hundred percent (100%) of the duty disposal area shall be available all times. To this end the consent holder shall ensure that no permanent hard surface (for example concrete) shall be placed over the reserve disposal area for the duration of this consent.
8. The consent holder shall ensure that there is a minimum vertical separation distance of at least 600 millimetres of unsaturated soil between the base of any disposal system and the ground water table at all reasonable times. The term “at all reasonable times” implies that the specified vertical distance is maintained during the wettest months of the year immediately following a typical short duration rainfall event (e.g. a 6-month return period event).
9. There shall be no breakout (uncontrolled discharge) of wastewater onto the ground surface from any part of the wastewater treatment system or the disposal area that results in visible ponding of the wastewater on the ground surface and/or an overland discharge of wastewater.
10. Surface stormwater and stormwater runoff shall be directed away from the wastewater treatment system and disposal area, as extensively as practicable.
11. All components of the treatment system (including reticulation) shall be maintained in as watertight a condition as practicable to prevent the ingress of stormwater or groundwater into the system.
12. The consent holder shall ensure that there is no activity undertaken on top of the treatment system or disposal area that may cause damage to the disposal system (e.g. stock grazing, deep rooting trees or car parking etc.).
13. Where the disposal area is to be grassed, the grass must be mown regularly to ensure it continues to grow and take up nutrients. Where the disposal area is to be planted, the plants shall be weeded and maintained regularly, and only suitable plants shall be used.
14. An audible or visual high water level emergency alarm system shall be located within the new wastewater treatment system, to warn of a sewage pump failure. The alarm(s) shall be in a prominent position to ensure it is noticed if activated.
15. The consent holder shall maintain signs at the entrance to the Wastewater Treatment Plant and at the disposal area which provides the appropriate contact telephone numbers in the event of an emergency, complaint or enquiry. The signs shall also include the words ‘warning-health risk’, along with ‘wastewater treatment plant’ or ‘wastewater disposal area’.

16. The discharge shall not result in any objectionable effects from odour beyond the boundary of the subject property.

(20) Management, Monitoring and Maintenance

(21) Within one month of the completion of the installation the new wastewater treatment and disposal systems, the consent holder shall submit to the Waikato Regional Council the following:

(22) An 'as built' plan of the treatment and disposal system; and

(23) Verification from the installer of the system that it has been installed in accordance with the information submitted in support of the application and best practice.

(24) Within one month of commissioning of the new wastewater treatment systems, the consent holder shall to the satisfaction of Waikato Regional Council, provide evidence that a maintenance contract or maintenance programme for the system exists, and which is to be applied for the duration of consent.

(25) The consent holder shall retain and update as necessary a Wastewater Management Plan for the site. The following matters shall be addressed, as a minimum:

(26) An inspection programme designed to verify the correct functioning of all components of the wastewater treatment system; and

(27) A schedule or checklist of maintenance requirements for all reticulation, and the wastewater treatment and disposal system. The maintenance requirements shall also specify that the systems shall be maintained on a minimum six-monthly frequency; and

(28) A copy of the names of the appropriate contact people in the event of system malfunction including contact telephone numbers; and,

(29) Monitoring and reporting requirements, and

(30) A contingency plan for action to be taken in the event of wastewater breakout from the treatment system and/or disposal areas.

(31) A plan to be enacted should replacement of the disposal system be required.

The Management Plan, along with any notification of any changes made to it, shall be provided to the Waikato Regional Council within 3 months of exercising the consent or making changes to the Management Plan.

(32) The consent holder shall ensure that the wastewater treatment and disposal system is properly operated and maintained at all times.

(33) The treatment system shall be de-sludged as necessary and in particular within one month of receipt of notice in writing from the Waikato Regional Council to do so.

(34) The following maintenance requirements are specified:

(35) The grease trap/s shall be inspected every three months for the duration of this consent and cleaned out when 50 % filled with scum and/or sludge.

(36) The outlet filter/s shall be cleaned every six months.

(37) The dripper lines shall be flushed out every twelve months.

- (38) The consent holder shall replace the UV treatment bulbs by the 1 February every year (not including the first year of the consent being issued). All records of UV treatment bulbs being replaced shall be provided to Waikato Regional Council within five working days of a request.
- (39) The consent holder shall keep a written record of the date and details of maintenance events, such as pump-outs, servicing, inspections, stoppages, faults, and any remedial action taken on the structures authorised by this consent and these records shall be included in the annual reporting required by this consent, and made available to the Waikato Regional Council within 5 working days of request.
- (40) The consent holder shall ensure that a flow meter is available to record the total quantity of treated wastewater discharged on site on a cumulative daily basis. The meter shall have a reliable calibration to flow, which shall be maintained to an accuracy of +/- 5%. The total flow used every day shall be recorded. Access to the meter shall be available to Waikato Regional Council staff at all reasonable times.
- (41) The consent holder shall sample the combined treated effluent prior to discharge on two occasions each year within the months of March and September. The sample shall be analysed for the following parameters:
  - (42) Biochemical Oxygen Demand (BOD5).
  - (43) Total Suspended Solids (TSS).
  - (44) Total Nitrogen (TN)
  - (45) Ammoniacal Nitrogen (NH4-N) and
  - (46) Escherichia coli (E. coli).c

*Refer to Advice Note B.*

- (47) If sampling results show the effluent quality standards in condition 6 have not been met, the consent holder shall take all practicable measures to remedy the exceedance and shall repeat sampling as required by condition 28 until the discharge quality is within the limits required by condition 6.
- (48) The consent holder shall report to the satisfaction of the Waikato Regional Council, the water usage volume and quality monitoring records required by conditions 27 and 28 via electronic means on a quarterly basis for the duration of this consent.
- (49) The consent holder shall provide to the Waikato Regional Council a written report by 30 November each year, addressing the following:
  - (50) a. A summary of all monitoring results required by conditions of this resource consent for the year ending 30 June.
  - (51) Critical analysis of the monitoring data collected and comments on any emerging trends.
  - (52) Comment on compliance with the conditions of this resource consent.
  - (53) Comment on the performance and adequacy of the disposal system, matters of compliance.
  - (54) 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; and

(55) Any other issue considered relevant to the consent holder

(56) The consent holder shall notify the Waikato Regional Council within 24 hours (where practicable) of the consent holder becoming aware of any occasion when the limits specified in conditions 6 and 7 of this resource consent being 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 non-compliance, possible causes and steps to ensure future compliance, which may include but not be limited to an investigation of the treatment plant operation and capabilities, bore monitoring and the implementation of remedial action to prevent recurring non-compliance.

(57) 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:

(58) The date, time and duration of the alleged event/incident that has resulted in the complaint

(59) The location of the complainant when the alleged event/incident was detected

(60) The possible cause of the alleged event/incident.

(61) The weather conditions and wind direction at the site when the event/incident allegedly occurred, if significant to the complaint.

(62) Any corrective action undertaken by the consent holder in response to the complaint.

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.

(63)

#### 11.4 Advice Notes

- This resource consent does not give any right of access over private or public property. Arrangements for access must be made between the Consent Holder and the property owner.
- This resource consent is transferable to another owner or occupier of the land concerned, upon application, on the same conditions and for the same use as originally granted (Sections 134 to 137 of the **RMA**).
- The reasonable costs incurred by **WRC** arising from supervision and monitoring of this/these consents will be charged to the Consent Holder. This may include but not be limited to routine inspection of the site by **WRC** officers or agents, liaison with the Consent Holder, responding to complaints or enquiries relating to the site, and review and assessment of compliance with the conditions of consents.
- Note that pursuant to Section 332 of the **RMA**, enforcement officers may at all reasonable times go onto the property that is the subject of this consent, for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.

