

1.0 Regional Consent Conditions – Diversion

To permanently divert existing subsoil drains and associated flows into the Ashbourne Greenway

Consent duration 35 years

1.1 General Conditions

- (1) The activities authorised shall be undertaken in general accordance with the information and plans¹ submitted by the Consent Holder in support of AUTHXXXXXXXX as listed in Table 1 and received by the Environmental Protection Authority 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.

1.1.1 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**.

1.1.2 Consent Lapse

- (6) Pursuant to clause 26(2) of Schedule 5 to the **FTAA**, the consents numbered **RCXX** shall lapse thirty-five (35) years from the date of commencement unless it has been given effect to, surrendered, or been cancelled at an earlier date.

1.1.3 Review

- (7) The WRC may during July each year from the commencement of construction until 2 years after construction has been completed 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).

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

Costs associated with the review of conditions of this consent shall be recovered from the Consent Holder in accordance with the provisions of Section 36 of the RMA.

1.2 Pre-Start Requirements

- (8) 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.
- (9) Prior to the commencement of activities authorised by this consent on the site, the Consent Holder shall hold a pre-start meeting that:
- (c) 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.
 - (d) Outlines the strategy, sequence and approach to constructing each basin.
 - (e) Confirms the approach to management plans and what is relevant per delivery stage(s).
 - (f) 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:

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

1.3 As-built certification statements

- (10) The Consent Holder shall retain suitably qualified and experience practitioners to prepare and sign As-built Certification Statements which certify that the Greenway has been constructed in accordance with the certified designs in Schedule 1. The approved As-built Certification Statements shall be submitted to WRC within ninety (90) working days of completion of the construction works.

1.4 Advice Notes

- The construction, operation, maintenance, and management of the Ashbourne Greenway is authorised by a suite of resource and land use consents that operate in an integrated manner and must be read and implemented together. Reference should be made to all consents in the suit. These are:
 - AUTHXXXXX
 - AUTHXXXX

- Etc.
- 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.
- 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.

