



By email

28 July 2026

Application Lead, Fast-track Team
Environmental Protection Authority
Private Bag 63002
WELLINGTON 6140

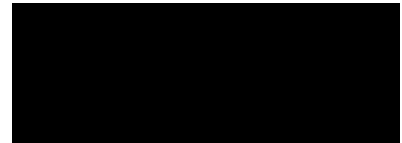
Office Address
Level 6, 20 Waterloo Quadrant
Auckland 1010

Postal Address
PO Box 1088, Shortland Street
Auckland 1140, New Zealand

Attn: Gabby Storey

substantive@fasttrack.govt.nz

Dear Gabby



COMMENTS OF WESTLAKE TRUSTEE LIMITED ON THE PANEL'S DRAFT CONDITIONS FOR THE DELMORE FAST-TRACK APPLICATION – FTAA-2512-1164

Introduction

1. We act for Westlake Trustee Limited (**Westlake**), the owner of 35 Russell Road, Upper Ōrewa, Auckland (Lot 1 DP 397356), a 7.23-hectare rural landholding (**Westlake Property**). Westlake was invited to comment on the Delmore Project (**Application**) pursuant to section 53(2)(h) of the Fast-track Approvals Act 2024 (**FTAA**) and provided comments on the Application dated 4 May 2026.¹
2. Westlake's comments were directed at mitigating the adverse impacts of the proposal on its existing uses, preserving the future potential of the Westlake Property (as already anticipated by Auckland Council's Upper Ōrewa Concept Structure Plan and the Auckland Unitary Plan (**AUP**) Future Urban Zone (**FUZ**) planning framework), and ensuring that the out of sequence development was properly coordinated with infrastructure delivery.
3. Westlake has carefully considered Auckland Council's (**Council**) comments relevant to the matters raised by Westlake, Vineway Limited's (**Applicant**) response to comments, the Applicant's and Council's responses to the Panel's requests for further information, and the Panel's draft decision (**Decision**) and proposed conditions (**Conditions**).
4. The amendments to the proposal and Conditions have not addressed Westlake's concerns with the Application (and in some cases have amplified its concerns). In

¹ [Westlake Trustee Limited - Comments on Delmore Application](#)

response, Westlake has sought technical input from civil engineer, John Gardiner, to identify outstanding deficiencies with the revised infrastructure servicing arrangements and recommend amendments to the Conditions. Mr Gardiner's technical memorandum is attached as **Appendix One**. Examples of specific amendments to the Conditions to address matters that are of key concern to Westlake are attached as **Appendix Two**.

5. Westlake's s 53 comments record that it does not oppose the Application in principle, but this was on the basis that its concerns could (and would) be addressed by amendments to the Application or the imposition of conditions. Westlake's position is that the Conditions do not achieve this outcome, leaving a level of adverse impacts that are significantly out of proportion to the benefits of the Application. However, the issues that are of most concern to Westlake and that are the focus of these comments on Conditions pursuant to s 70 of the FTAA are:
 - (a) Wastewater treatment plant (**WWTP**), wastewater filling station, chemical storage and tanker loading location, and the need for a wide buffer from 35 Russell Road.
 - (b) Recognition of 35 Russell Road as a sensitive receiver to odour and noise.
 - (c) Long-term governance and funding of any private water and wastewater infrastructure.
 - (d) Performance bond or bank guarantee and an asset management plan for maintenance.
 - (e) Adjacent landowner physical connection points, reserved capacity and connection mechanisms for 35, 11 and 3 Russell Road.
 - (f) No exclusion of those properties from any future transition to Watercare infrastructure.
 - (g) Russell Road tanker traffic controls, spill response and road damage repair.
 - (h) Residents' Society obligations being enforceable through consent conditions and not merely internal rules.

Amendment to wastewater servicing arrangements

6. In relation to wastewater, the Decision records that the key change from the first application is that the Applicant now proposes an on-site private WWTP, disposal of treated wastewater to land on-site through an irrigation field, and tankering of treated wastewater off-site during drier summer periods when land disposal capacity is reduced.
7. As originally lodged the (second) Application contemplated that on-site treatment would be a temporary solution (i.e. seven to eight years) until public bulk wastewater infrastructure was constructed and operational. Watercare's s 53 comments indicated that the Applicant should assume its on-site wastewater servicing and disposal arrangements will be a long-term or permanent private solution, not an

interim arrangement. In its response to Watercare's s 53 comments, the Applicant advised that it could tanker its wastewater to non-Watercare facilities out of Auckland.

8. The Panel has assessed the Application on the basis that these private wastewater arrangements would continue in the long term (i.e. to 2050 or beyond).
9. Westlake says this change amplifies the scale and duration of adverse wastewater servicing effects on the Westlake Property (and surrounding FUZ land) and necessitates a significantly more robust approach to the Application and Conditions.

Basis for addressing strategic planning issues through conditions in a Fast-track context

10. The Applicant is seeking consent to develop the Delmore site in advance of live urban zoning. In effect, the Applicant has progressed the Application as if the Application site already has, or will imminently receive, live urban zoning. However, when assessing the effects on neighbouring properties and proposing conditions, the Applicant has adopted the opposite approach and assumed that such land will remain FUZ indefinitely and that only a rural level of amenity should be provided for via conditions.
11. It is inequitable that the surrounding FUZ landowners should have to absorb the negative impacts in this way. The Fast Track regime is intended to provide for efficient development, not to shift disproportionate burdens onto neighbours who have no ability to influence timing or design.
12. The Panel found that the Application:
 - (a) Is clearly "out of sequence" with the Auckland Future Development Strategy (**FDS**) and growth sequencing framework.
 - (b) Patently contrary to the urban growth and form objectives and policies of the Regional Policy Statement (**RPS**), AUP and FUZ growth planning framework because it urbanises a significant area of FUZ land without first going through normal structure planning and rezoning processes.
13. However, the Panel also considered that the structure of the FTAA, in particular, s 85(4) and clause 17 of Schedule 5, required it to grant the resource consents sought notwithstanding these strategic planning issues if the adverse impacts of the Application (as mitigated by conditions) were not disproportionate to the regional benefits.
14. In essence, the Panel has taken account of the growth enabling aspects of the RPS, FDS, AUP and FUZ (saying that this is what is required by the purpose of the FTAA) but effectively disregarded the limiting aspects of those planning instruments that direct where, when and how growth is to be accommodated because, in the case of the Delmore Project, these would (in a non-Fast-track context) direct decline of the Application.

15. This approach fails to recognise that (in the absence of live urban zoning), properly taking into account that planning framework should mean ensuring that the Conditions “do the work” of that plan change exercise and otherwise ensure that infrastructure can be properly coordinated (and its effects properly managed) for the wider area.
16. It is submitted that regardless of whether the Panel considers this enables decline of the Application, this is an adverse impact that needs to be weighed against the regional benefits and considered when imposing conditions. Failure to do so is a wider cost to Council, ratepayers and surrounding landowners (and in this case potentially another district) that should be calculated and weighed in the Panel’s assessment of whether there are negative impacts that are disproportionate to the regional benefits of the Application.
17. Westlake requests that the Panel consider the comments and recommendations of Mr Gardiner and Westlake’s requested amendments to Conditions in light of this wider planning context.

Conclusion

18. Westlake does not oppose urbanisation of the Delmore site in principle. However, in circumstances where the duration of adverse effects of the Application’s infrastructure servicing arrangements have increased significantly from the Application as lodged and where the Conditions do not adequately respond to the longer-term planning context of the wider Upper Ōrewa area, Westlake is unable to support the proposal in its current form without substantial amendments to the Conditions.

Yours faithfully
Beresford Law



Joanna Beresford
Partner

APPENDIX ONE: TECHNICAL REVIEW

TECHNICAL MEMORANDUM

To: Joanna Beresford, Partner, Beresford Law
From: John Gardiner
Client: Westlake Trustee Limited (owner, 35 Russell Road, Wainui)
Project: Delmore Residential Development – Fast-track application FTAA-2512-1164 (Applicant: Vineway Limited)
Subject: Water supply and wastewater servicing – Review of the Expert Panel’s draft conditions (Panel Minute 5, 14 July 2026) and recommended condition amendments
Date: 27 July 2026

1. Introduction and scope

Introduction

I have been engaged by Beresford Law on behalf of Westlake Trustee Limited (**Westlake**), the owner of 35 Russell Road, Wainui (Lot 1 DP 397356). The Westlake property is a 7.23 hectare landholding, zoned Future Urban Zone (**FUZ**), which shares a boundary with the Delmore Residential Development – Fast-track application FTAA-2512-1164 (**Application**) site and is immediately adjacent to the land on which the Vineway Limited (**Applicant**) proposes to locate its private water treatment plant (**WTP**), wastewater treatment plant (**WWTP**), wastewater filling station (**WWFS**) and associated chemical storage and tanker-loading facilities.

My qualifications and experience are set out below –

BE (Civil) – Auckland University, CPEng

I have 35 years experience in infrastructure and land development and have completed many projects with private treatment plants within Auckland and elsewhere. My experience is primarily in large land development projects and I have worked on numerous developments in a senior role over extended periods, most often being the Engineer to the contract. Examples of these projects include Dannemora (4085 lots), Lakeside (1600 lots), Pegasus Town (2700 lots). As a past Director of Woods I was also involved with Stonefields and Long Bay although my day to day involvement was less direct. Of particular relevance I am currently involved in developments in the Karaka Village and Kingseat areas which have similar arrangements to the proposed Delmore site. I was involved with the Whitford Manor development prior to the developer getting into financial trouble and was Engineer to the Contract for the Cardinal West development. While several projects have not gone well it is this experience that provides me with the insight as to failure mechanisms and how they might be avoided. I have worked on the adjacent Ara Hills Development prior to AV Jennings purchasing the property and am fully conversant with the area. I am experienced in all elements of the development work proposed for the Delmore development.

I have read the Code of Conduct for Expert Witnesses contained in the Environment Court Practice Note 2023. This memorandum has been prepared in accordance with that Code, and I agree to comply with it. The opinions I express are within my area of expertise, except where I state that I am relying on the evidence or reports of another person. I have not knowingly omitted to consider material facts that might

alter or detract from the opinions expressed. Where I identify matters that I consider require input from another discipline (for example, an independent hydraulic modelling review), I have said so.

Scope

This memorandum is provided at the stage of comment on the expert Panel's draft conditions of consent. By its Minute 5 dated 14 July 2026, the Expert Panel released its draft decision and draft conditions and directed that comments under section 70 of the Fast-track Approvals Act 2024 (**FTAA**) be provided to the Environmental Protection Authority by 28 July 2026.

Westlake is a party that was invited to, and made, comment on the Application under s 53 of the **FTAA**. Those comments identified a range of concerns with the Application and sought that they be addressed by either amendment to the Application or conditions.

Westlake is not a developer and does not have development plans for its own site but does not oppose the urbanisation of the Delmore site. I understand that Westlake's position is that in the absence of structure planning and urban zoning the conditions must do the work that structure planning and zoning would ordinarily do – ensuring infrastructure is properly co-ordinated with development, and that the burdens of that infrastructure are fairly borne rather than concentrated on the neighbouring land. This is to ensure that the future development potential of the Upper Ōrewa area is not unduly limited from that anticipated in the Upper Ōrewa Concept Structure Plan (**Concept Structure Plan**) that provides a blue print for the urbanization of the wider area.

I understand my review is intended to inform Westlake's comments on the draft conditions by identifying if there still remain issues with the Application in relation to water supply and wastewater that have not been addressed through the responses to comments and further information requests, and to identify the amendments that I consider would be required to make the water supply and wastewater servicing acceptable.

Structure and context of comments

I have structured this memorandum so that it follows the order of the draft conditions themselves. For each issue I set out the concern and then, immediately below it, the specific condition amendment I recommend to address it, cross-referenced to the relevant draft condition. A companion marked-up set of the conditions accompanies this memorandum.

An important matter of context has changed since the Application was lodged and Westlake provided its s 53 comments. The private servicing was originally presented as a short-term, interim measure of some five to eight years pending the availability of the public (Watercare Services Limited (**Watercare**)) network. Watercare has since indicated that connection of this area is not anticipated until around 2050 or beyond.

The private treatment plants are therefore no longer interim facilities; they are, in practical terms, permanent, and the Panel proposes to grant consent on that basis. For the reasons set out below, I have significant concerns about the arrangement as presently conditioned, and I consider that a substantially more robust set of conditions – or relocation of the treatment plants – is required to address the long-term environmental and infrastructural risks.

Documents reviewed

In preparing this memorandum I have reviewed, among other material: the draft conditions of consent (14 July 2026) and Panel Minute 5; Westlake's comments dated 4 May 2026; the Applicant's Assessment of Environmental Effects; the Water, Wastewater and Utilities Report and Drawings (Appendices 27 and 28); the Water and Wastewater Design Report (Apex, Appendix 29); the Wastewater Disposal Memorandum (Appendix 30); the Wastewater Discharge Assessment (Appendix 31); the Air Discharge Assessment (Air Matters, 19 December 2025, Appendix 39); the Residents' Society overview (Appendix 45); the Stormwater Report, Stormwater Management Plan and Stormwater Peer Review (Appendices 32, 34 and 32.1); the

Hydrology Assessment (Appendix 22); the Flood Assessment Report and the stormwater, culvert, flood-model and earthworks drawings (Appendices 35, 33 and 37); the form of Auckland Transport network licence agreement provided to me; and Watercare's Engineering Standards. I have also had regard to publicly reported, and my own, experience with comparable New Zealand schemes.

Several of my concerns set out in this memorandum are consistent with matters raised by others.

Watercare has, in its assessment of the Delmore proposal, opposed it on water and wastewater capacity grounds; it will not accept tankered wastewater, has not agreed to accept vesting of or connection to the private infrastructure, and advises that – because a future public connection cannot be relied upon – the Applicant should assume the private servicing will be permanent.

NZTA (Waka Kotahi) has raised concern about blockage of the State Highway 1 culvert and about increased velocity and volume of runoff at the motorway embankment.

The Applicant's own consultants acknowledge, in Appendix 30, that the majority of the development (Stage 2) cannot be serviced by on-site discharge. To the extent I express agreement with those parties, I identify it below.

2. Executive summary

In my opinion the water supply and wastewater treatment plants, as sited and as conditioned, present an unacceptable long-term risk to the Residents' Society, to the Westlake property and to the receiving environment, and the draft conditions do not adequately manage that risk.

There is no guarantee that Watercare will permit connection of the Delmore development to the public system, either in 2031 or at any point thereafter. That risk is heightened if the works are not built to Watercare's standards and with layouts that avoid maintenance problems. The Applicant itself foresees this possibility, in seeking discharge and water-take consents sized for the full development. The treatment plant, though described as "temporary", may be in operation for the long term and should be designed and consented on that basis.

My principal conclusions are:

- **Siting is a choice, not a necessity.** Because the wastewater is collected by a pumped low-pressure sewer, and the water supply must, if sited near the low point of the development, be pressurised by pump, the plants are not tied to the applied-for location – their siting is a design choice. Best-practice engineering, and the Applicant's own long-term intent to transfer the networks to Watercare, point to the plants being located on higher, flood-free ground near the eventual public connection, not at the valley low point on the Westlake boundary. Relocation is the single measure that would resolve most of the issues below, and it is the primary amendment to the proposal that would address my concerns with the proposed infrastructure servicing arrangements.
- **The plants are in the floodplain and unprotected via floor levels.** The plants sit within a mapped floodplain, yet the flood risk to them is not assessed anywhere in the Applicant's flood or stormwater reporting, and no condition fixes a flood-immune platform or floor level for them (Condition 34 of the subdivision consent fixes floor levels for habitable lots only). On the Applicant's own model, the plant corridor drowns to RL 21.64 m if the motorway culvert blocks and the full surrounding area is developed – above the ~21.5 m treatment-plant platform – whereas the Applicant's own standard for habitable lots is the maximum-probable-development flood level plus 500 mm (here RL 22.14 m). The treatment plants should have the same restriction imposed.

- **There is no odour buffer and reverse sensitivity is unaddressed.** No buffer is proposed between the plants and Westlake. The Applicant's own Air Discharge Assessment adopts a 200 m screening separation, yet places sensitive receptors as close as 70–150 m, concedes that offensive or objectionable odour is possible at those receptors, assesses the plant only as a temporary facility, and expressly excludes the future residential development of the FUZ land to the south (Westlake) that it acknowledges will in time encircle the plant. The separation distance in the Ministry for the Environment's Good Practice Guide, and in international practice – which the Applicant's own report itself adopts – is not met as regards Westlake, an existing neighbour that has not accepted these effects and whose own development potential would be negatively affected, even as the development's own future residents take their lots with notice of the plant. Watercare's own standards require reverse-sensitivity covenants on adjacent titles even for a minor pump station.

The whole-of-life funding is not secured. Long-term operation rests on a Residents' Society, with no operational or renewal bond, on a cost model that expressly excludes insurance, equipment replacement and end-of-life renewal (Appendix 29, Section 5). Replacing the equipment the model omits is likely to cost of the order of \$2 million to \$5 million over 25 years across the two plants. Comparable New Zealand schemes demonstrate what happens when such arrangements fail. Some examples of this are –

- **Whitford Manor (Auckland)** — a private on-site treatment plant with repeated sewage overflows, Council enforcement and challenges to consents issued and eventually the developer was placed in receivership.
- **Longview / Lake Hāwea (Queenstown Lakes)** — a development reliant on trucking wastewater (around \$400,000 per year), where the receiving plant has been in breach of its consent for years and an abatement notice has issued.
- **Cardinal West / Red Hills (Auckland)** — trucked wastewater producing odour complaints and litigation; Watercare has confirmed it will approve no further schemes requiring an interim trucking solution.
- **Mangawhai (Northland)** — a community wastewater scheme whose cost and governance failure, examined by the Auditor-General, left ratepayers with substantial debt and the elected council replaced by commissioners.
- **Kāeo (Northland)** — a private water supply that failed over roughly a decade and was taken over under the Water Services Act 2021, with the regulator ordering the council to operate it.
- **Formosa golf resort (Beachlands, east Auckland).** The on-site wastewater plant owned by Formosa (NZ) Limited, was neglected and discharging untreated/partially treated sewage, with high E. coli in Waikopua Creek. The company breached an abatement notice and ignored several abatement and infringement notices, and was then prosecuted by Auckland Council: six charges, guilty plea, and an \$86,250 fine in the Environment Court (Judge Kirkpatrick), sentenced August 2020.
- **Humboldt Park / Glenorchy (head of Lake Wakatipu)** — A private developer, Bryce Biggs (through Lake Wakatipu Trustee Ltd and Humboldt Park Ltd), ran a community wastewater plant serving almost 40 homes, discharging where it could reach groundwater flowing to Lake Wakatipu. He said he'd operated it "at cost" for 28 years. Otago Regional Council issued an abatement notice; when it wasn't complied with, ORC prosecuted for contravening it (the plant also operating without consent), with guilty pleas entered in the Environment Court in June 2026 and sentencing mid-2026, facing very large fines.

Even Council owned and properly maintained plants suffer from poor maintenance and there are numerous examples in the media of abatement notices being served upon various Councils with

moratoriums upon development being put in place until plants are remedied. A privately owned plant is in a higher risk category again.

- **The water supply relies on an untested source.** The water supply is, on Watercare's own evidence, also effectively permanent. The public-connection option depends on the Ara Hills reservoir (an unsecured commercial deal) and on bulk transmission not anticipated until around 2038, so the private bore-water plant is the real solution – yet it is designed on assumed, untested bore-water quality and undemonstrated yield, for a drinking-water supply to some 3,750 people.
- **Delivery depends on parties who cannot be bound.** Critical elements depend on third parties the Panel cannot bind – Watercare, NZTA, Auckland Transport and Auckland Council – several of whom have declined or are not obliged to assist. The Auckland Transport licence for private mains in the public road is, on the form I have reviewed, fixed-term and cancellable, giving no enduring right for infrastructure that will remain in the road for decades.

These matters can, in my opinion, be addressed either by relocating the plants and substantially strengthening the conditions, or – if they cannot be resolved at the applied-for location – by declining the water supply and wastewater components as sought. The balance of this memorandum sets out each issue in the order of the draft conditions, with the specific amendment to conditions that I recommend.

3. Background and the servicing framework

The Applicant seeks to develop approximately 109 hectares for around 1,213 dwellings (approximately 3,750 residents). Stage 1 (some 475 lots) is proposed to be serviced by the private plants; Stage 2 requires public connections, or off-site disposal, before it can proceed. The two private plants are co-located on a single lot immediately adjacent the Westlake boundary: a WTP treating water drawn from deep groundwater bores to potable standard, and a WWTP treating wastewater collected by a low-pressure sewer (LPS) through a membrane bioreactor and reverse-osmosis process, with treated water discharged to land. There is also an area set aside, also on the Westlake boundary, for transferring wastewater (in the early stages of house building untreated) to trucks for discharge somewhere offsite. Both plants, the reticulation and the LPS network and the trucking station are to remain in private ownership (a utility company and a Residents' Society), with the stated intention that they ultimately transfer to Watercare.

The draft conditions establish a servicing hierarchy (general Conditions 12–14): connect to the public network if a connection is confirmed available (Condition 12); failing that, temporary trucking of untreated wastewater for Stage 1A only (up to 264 dwellings) if a connection can be made by 31 December 2031 (Condition 13); and, failing that, the permanent on-site plants (Condition 14).

I consider that there are two points that should be made about that framework. First, the temporary-trucking limb in Condition 13 is tied to a 2031 public connection that, on Watercare's advice, will not occur; it is not a substitute for the off-site disposal that the plants will in fact require on an ongoing basis (addressed in section 4.5). Second, because Watercare does not anticipate a connection until around 2050 and is not obliged to provide one, the Condition 14 permanent plants are, in reality, the proposal. In that context, the conditions should be framed and secured on that basis. Watercare's advice that the Applicant should assume the private servicing will be permanent is central to what follows in this memorandum.

4. Issues and recommended condition amendments

The issues are set out in the order of the draft conditions. Condition numbers are cited with the consent to which they belong, because the numbering restarts within each permit (land use, subdivision, and the stormwater, wastewater and air discharge permits).

4.1 Location of the treatment plants, filling station and buffer (lead issue)

The WTP, WWTP, WWFS, chemical storage and tanker-loading facilities are all proposed on two separate lots on the Westlake boundary, one (treatment plants) within the mapped floodplain. In my opinion these locations reflect the Applicant's short-term land economics, and a focus on its own development, rather than sound catchment servicing, and, in my opinion, it is the source of most of the problems addressed in this memorandum.

In my opinion, there is no technical necessity for it, and there are positive engineering reasons to locate the plants elsewhere – the developer could, for example, site the treatment plants within its own Stage 2 land, well distant from any housing and closer to three of the water bore sites so pumping costs are reduced. Stage 2 is premised on two options – 1) a future public connection becoming available and 2) that the development stands alone with its wastewater and water supply long term. The scheme is structured so that either option is possible. If a public connection eventuates, the plants are decommissioned and the plant land – the developer's own – is freed for its redevelopment. Under either option there are solid technical reasons why the treatment plants should be sited more centrally within the Delmore development. The fact that they are not this underlines that the location serves the developer's land strategy rather than best servicing infrastructural need. In the event that Stage 2 proceeded with no public connection available a plant sited on the stage 2 land also has engineering advantages in that it reduces pumping distances across the entire development, reducing cost substantially through reduction in rising main and pump sizes thus benefitting the Delmore developer. Packaged treatment plants for LPS use in NZ typically have a maximum total head of 56m. A quick check based on contours demonstrates that parts of the Delmore stage 2 cannot be serviced without intermediate pump stations which can be avoided if the treatment plant were more sensibly sited.

The siting is a design choice

Because the wastewater reticulation is a low-pressure (pumped) system, the WWTP is not tied to any particular level or location – pumped systems can convey flow uphill or across a site. The water supply, conversely, must be pressurised: a water treatment plant and its storage logically belong on high ground, so that the network is gravity-pressurised and only the highest lots require boosting. Placing the WTP at the valley low point, as proposed, means the treated water must instead be pumped up to pressurise the whole development – an inefficient arrangement that is contrary to best-practice engineering and renders water supply subject to power outages and raises firefighting risks unnecessarily.

Since the two plants are interdependent and co-located, the sound location for the pair is elevated, flood-free ground, consistent with the eventual public connection and where gravity can aid in pressuring the water supply network – not the valley floor on the external boundary.

The Residents' Society overview (Appendix 45) records that the plant lot is to be retained by the developer and redeveloped once the plants are decommissioned, which in my opinion confirms that the driver of the present location is land value, not engineering.

The treatment plant location is in the floodplain and is not protected via minimum floor levels

The treatment plants sit within the Council-mapped floodplain. The earthworks drawings (Appendix 37) show that the Applicant proposes to fill the floodplain to raise the plant platform above flood level – so a

platform level can in fact be derived from the earthworks model – but that fill is itself a problem, and it is nowhere obviously reconciled with the flood modelling.

The flood and stormwater reporting does not assess the plants at all: it does not acknowledge the fill or the resulting loss of flood storage, provides no compensatory-storage or flood-neutrality assessment, and contains no flood-immunity check for the plants or their access. I accept that the actual stormwater model may have taken the filling into account but from the application data this is not obvious. The plants are instead absorbed into the general statement that all lots will sit outside the flooded widths – which, for these lots, is achieved only by the very filling that removes storage and changes the extent of d across by all means the floodplain, and it is asserted rather than demonstrated.

The position is compounded by two matters: the earthworks levels are expressly indicative and to be confirmed at detailed design, so the platform is not yet fixed; and no condition secures a flood-immune platform or access level for the plants, because Condition 34 of the subdivision consent (the Flood Level Report) fixes floor levels for habitable buildings only, and the plants are utility lots.

Critically, the fill lifts the platform above the ordinary flood widths but not above the extreme levels: on the Applicant's own model (Appendix 35), when the State Highway 1 culvert is 100% blocked the plant corridor (their Location D/F) drowns to RL 21.64 m – above the platform level of approximately 21.5 m – whereas the Applicant's own standard for habitable development is the 1% AEP maximum-probable-development level plus 500 mm freeboard (here RL 22.14 m).

Continuous operation of these plants is essential to adequately mitigating the adverse effects of the Delmore development. The plants need power, chemicals and regular tankering, and the wastewater from occupied homes does not stop arriving during a flood, so both the plant platform and its access must be set above that level by condition.

The odour buffer and reverse sensitivity are unaddressed – on the Applicant's own evidence

The Applicant's Air Discharge Assessment (Air Matters, Appendix 39) is, in my opinion, the clearest demonstration that the location is unacceptable without a buffer. That report adopts the EPA Victoria (2024) separation guidance – a 160 m separation for a plant of this type and population, and a 200 m screening buffer – yet the sensitive receptors it identifies sit at 70 m to 150 m from the plant (35 Russell Road House 1 at 150 m, House 2 at 220 m), well inside that buffer.

It concludes (FIDOL assessment) that offensive or objectionable odour is possible at those receptors because of the small separation distance and the prevailing downwind direction, and rescues acceptability only on the assumption that engineered mitigation performs perfectly – supported by a single one-off odour survey at a different plant (Meremere).

Critically, the Applicant's Air Discharge Assessment assesses the plant only as a temporary facility ("a temporary solution"), and it expressly acknowledges that the FUZ land will "in time encircle" the plant – including the land to the south (Westlake). However, the Applicant's Air Discharge Assessment then excludes that future development from assessment because "there is no current consent application", asserting the effects would be "of the same nature and scale".

In my view, that assumption is incorrect: assuming that future dwellings built to the plant boundary, as Westlake is entitled to build on its FUZ land, would sit at 0–70 m – far inside the Applicant's own 200 m buffer – so the effects would be materially worse, not the same. The Applicant's Air Discharge Assessment does not address reverse sensitivity at all: it does not consider that siting an odour-generating plant on the boundary will constrain development on adjacent land (Council would, in my experience, be likely to require such land to provide its own buffer when it comes to develop, reducing a substantial part of the developable land anticipated for future urbanization and reducing the value of that land that is adjacent to the treatment plant).

By contrast, Watercare's own standard (**Watercare Services Limited, Standard for Network Wastewater Pumping Stations and Pressure Rising Mains, Engineering Standards Framework document DP-06, Version 1, 15-December-2017**) requires reverse-sensitivity covenants on the titles of all lots within a minimum buffer of 20 m (greater depending on scale). Watercare declines to design treatment plants under its Codes of Practice (**Watercare Services Limited, The Auckland Code of Practice for Land Development and Subdivision — Chapter 5: Wastewater, document COP-02, Version 2, dated 5 December 2017 (based on Section 5 of NZS 4404:2010 and Watercare Services Limited, Engineering Standards Framework (ESF) — the current umbrella suite of standards (Water and Wastewater Networks, Transmission and Treatment Plants; Electrical; Material Supply; Asset Recording), of which DP-06 and the Code of Practice chapters above form part; published at watercare.co.nz.**) at all precisely because they require a bespoke odour assessment and buffer.

Recommended amendments

: Relocation – amend Conditions 46 and 56 of the land use consent (WWFS and WWTP), and the Condition 14 servicing framework.

Require the WTP, WWTP, WWFS, chemical storage and tanker-loading facilities to be relocated off the external boundary and out of the 1% AEP floodplain, to elevated ground consistent with the eventual public connection, providing a minimum 200 m buffer to 35 Russell Road (the Applicant's own adopted screening separation).

In the alternative, if the plants are not relocated, amend Conditions 44, 45 and 56 of the land use consent, and Condition 5 of the air discharge permit.

Secure a minimum 200 m odour buffer to 35 Russell Road; require the odour assessment to be redone on a permanent-operation basis and to assess the reasonably foreseeable residential development of the Future Urban land to the south including (the Westlake land); identify 35 Russell Road expressly as a sensitive odour and noise receiver with boundary limits assessed against residential criteria; and require continuous odour monitoring at the Westlake boundary with the data made available to Council and to Westlake.

Flood immunity of the plants and access – new condition, extending the principle of Condition 34 of the subdivision consent to the utility lots.

Require the plant platform and its all-weather access and egress to be set at or above the 1% AEP maximum-probable-development flood level including the blocked-culvert scenario and climate change, plus 500 mm freeboard (on the Applicant's own figures, not less than RL 22.14 m), whether or not the plants are ever connected to the public network, with on-site emergency storage sized to ride through a flood when tankering is interrupted.

Enforcement covenant over the plant lot – new condition.

Register a covenant (or easement) over the treatment plant lot (Lot 5002) in favour of Auckland Council and the owner of 35 Russell Road, giving the Council and that owner the express right to require the Residents' Society and operator to investigate and remedy, within a defined period at their cost, any odour or other effect of the plant that reaches the Westlake boundary and, failing timely remedy, to require the Council to call on the performance bond and take enforcement, up to the step-in and occupation-halt. The trigger sits with the Council and the owner of 35 Russell Road on set timeframes, so it does not depend on the Residents' Society being troubled by an effect that is carried away from the development. The covenant is to be worded to determine on decommissioning of the plants (with the beneficiary to discharge it), so it falls away when the plant goes.

No-objection consent notice on the Delmore titles – new condition.

Impose a consent notice under s221 of the RMA on every residential lot title and on the balance title – so that it also binds the future Stage 2 lots as they are created – to the effect that the owners for the time being, the Residents’ Society and its members, and any operator engaged for the plants, shall not object to, make a submission against, complain of, or rely on the proximity of the treatment plants as a ground to oppose or constrain, the subdivision, development or lawful residential use of adjoining FUZ land, notwithstanding the separation distance between any building on that land and the plant boundary. The same obligation should be written into the Residents’ Society constitution. Being a consent notice, it binds successors and can be cancelled by the Council under s221(3) if the plants are decommissioned.

4.2 Wastewater network design and whole-of-life servicing

The network design contradicts the Applicant’s own stated long-term intent. The Water, Wastewater and Utilities Report (Appendix 11B) sets out, on the same low-pressure sewer, Option 1 (convey to the on-site WWTP) and Option 2 (pump to a discharge manhole at the top of Grand Drive, which drains by gravity toward the Army Bay WWTP), with “a valve arrangement” said to allow future diversion to Grand Drive. The eventual public connection is therefore uphill, to the north-east, at Grand Drive; yet the network (Appendix 28) carries that flow up to Grand Drive and then on, past the connection point, down to the plant at the valley low point (as explained below). Watercare’s standards prefer gravity and accept pumping stations only where a gravity solution is shown to be impractical.

On the Water, Wastewater and Utilities Drawings 3725-5500 through 3725-1-1-5401 (Appendix 28) the wastewater network is a fully pressurised low-pressure system: every lot’s grinder pump discharges under pressure, and the flow is pumped up to the ridge at the top of Grand Drive and then pumped on, still under pressure, downhill to the treatment plant in the valley through a large trunk main that also collects further lots along its route. Grand Drive is where the eventual public connection to the Army Bay system is proposed (the Applicant’s Option 2 “pumps to a discharge manhole at the top of Grand Drive”). The network therefore takes the development’s flow to, and past, the future connection point, and carries it on to a plant built in the floodplain on the Westlake boundary.

Describing the future transition from the plant to the Grand Drive outlet as a mere “valve arrangement” understates the position in two respects.

First, it confirms that the plant’s location is driven by the developer’s land strategy rather than servicing logic: the network is built around a permanent plant at the valley floor – the downhill trunk is part of the lot-servicing strategy, with lots plumbed to drain to the plant, on a site the Application (refer Appendix 45 Indicative Timeline) says is to be redeveloped for housing once the plant is decommissioned.

Second, because the whole system is pressurised, the pumps must drive the entire development’s flow down to the plant through that large trunk against its friction losses for the plant’s whole life; that pumping cost is carried by the Residents’ Society and is avoided the moment the flow is instead released to the public system at Grand Drive. The transition also remains dependent on Watercare’s receiving infrastructure at Grand Drive, which is not anticipated until around 2050. Higher running and maintenance costs contribute to future downgraded maintenance as these costs climb over time with an aging plant. This is a common cause of the ultimate failures that are seen across the country and as highlighted earlier in this memo when resident’s societies start to avoid cost when there is insufficiently robust governance in place.

There is a wider consequence the Panel should weigh when considering if the proposed conditions adequately address the adverse infrastructure servicing impacts of the Application. The land in this catchment falls from Russell Road in the south, toward the north, and the whole area (Delmore, 35 Russell Road and the other Russell Road properties) is FUZ land that will in time be developed and serviced. Under the ordinary process for such land, structure planning and a Watercare/Council-coordinated scheme would

service the catchment together in a logical manner and in step with that natural fall, so that each landowner connects to shared infrastructure by gravity, or with only minor pumping, at ordinary and equitably shared cost.

That coordination is exactly what this private, fast-track proposal bypasses. By fixing a treatment plant at a chosen low point and building a pumped network geared to that plant (and based on the timing for public infrastructure servicing in Watercare's comments, effectively permanently) the Applicant re-orientes the catchment's servicing around its own land and timetable.

The practical effect for other FUZ land anticipated to be urbanized in accordance with the Concept Structure Plan is that it can no longer rely on that natural, coordinated gravity solution. Rather, to be serviced it would have to pump into, or negotiate connection to, the Applicant's private system on the Applicant's terms (assuming it is constructed with sufficient capacity for this to occur, which is not conditioned), or provide its own private system, and so bear significant cost it would not have carried under a Watercare/Council-led rezoning process.

In my opinion the conditions should not permit one developer's private, permanent scheme to foreclose the efficient, coordinated servicing of the surrounding Future Urban land, or to shift that cost onto the wider area anticipated to be urbanized, including those who already bear the plant's effects.

In my view, a Long-Term Servicing Strategy is required to demonstrate that the Application does not generate additional costs for FUZ land that they would not incur under normal development and considering that if additional costs are imposed on other FUZ land consideration is given to designing the treatment plants for the entire natural catchment. This would be consistent with the private scheme at Karaka Village that Auckland Council have approved previously and which is arguably the most robust private system in Auckland by all measures. This development provides robust equitable technical and legal template for private plants with services in public roads and appropriate agreements between parties to manage effects and share costs. The current application gives no consideration to the bigger picture and is detrimental to long term community interests in its current form.

Recommended amendments

Whole-of-life servicing strategy: Amend Conditions 8 and 9 of the subdivision consent (Engineering Plan Approvals) and the Condition 12/16 framework.

Require the Consent Holder, before application for Engineering Plan Approval or Building Consent, to consult Watercare and submit for Council certification a Long-Term Servicing Strategy that:

(a) Transition to the public system — identifies Watercare's eventual requirements and connection point; demonstrates that the reticulation can be transferred to the public system at Grand Drive without significant rework; expressly provides for, locates, sizes and costs the works needed to connect to the public system and to decommission the private plant; legally safeguards the plant land against redevelopment until that connection is made; and confirms the plant and its access are clear of the 1% AEP floodplain;

(b) Effect on the wider Future Urban catchment — demonstrates that the private servicing arrangement does not foreclose the efficient, coordinated (gravity-based) servicing of the surrounding Future Urban land in the natural catchment, and does not impose on the owners of 35, 11 and 3 Russell Road, or other Future Urban land in that catchment, servicing costs they would not have borne under a Watercare/Council-coordinated Future Urban Zone process; and

(c) Provision for the catchment where (b) cannot be demonstrated — require the treatment plant(s) and networks to be designed and sized to service the natural catchment, or at minimum to reserve the physical, processing and hydraulic capacity and provide located connection points to do so, with legal

connection mechanisms for the adjacent Future Urban land and a cost-sharing arrangement under which those landowners may connect on payment of a fair contribution capped at the charge Watercare or Council would levy for equivalent servicing — consistent with the approach adopted in comparable approved Auckland private schemes (for example Karaka Village). The connection right and cost-sharing mechanism are to be written into the Residents' Society rules and secured on the titles, and no Watercare-transition or connection arrangement may exclude those properties from equivalent connection rights (see also the adjacent-landowner connection amendment in section 4.7).

Where agreement with Watercare cannot be reached, the Strategy is to be certified by Council on independent advice.

4.3 Long-term governance, funding, renewals and bond

The plants and networks are to be owned and operated by a utility company and a Residents' Society, and the consent is likely to be transferred to that society (Appendix 45).

There is no operational or decommissioning bond – the only bonds in the conditions are for landscape maintenance.

The Applicant's operating-cost model (Appendix 29, Section 5) is about \$505,000 per year in direct costs but expressly excludes insurance, equipment replacement and any funding toward end-of-life renewal. The reports are silent on the equipment that must be replaced periodically: the ultrafiltration membranes typically require replacement every five to seven years and the reverse-osmosis membranes every two to three years, with blowers, pumps, screens, UV lamps and instruments (and the equivalent items on the water plant) all falling due within the plants' life assuming a public connection does not become available until 2050.

On an order-of-magnitude basis, and counting both plants, replacing this equipment is likely to cost of the order of \$2 million to \$5 million over 25 years, meaning that a renewals reserve of roughly \$100,000 to \$200,000 per year over and above the running cost. None of this is funded or secured. If the society cannot meet these lumpy, recurring costs, treatment performance and effluent quality will progressively degrade. Odour (the effect nearest to the Westlake property) is typically the first symptom to emerge.

This risk cannot be managed after the event, because once the homes are occupied the wastewater flow cannot easily be stopped: a regulator cannot switch off an occupied subdivision. That is why enduring, up-front financial security and durable governance are essential rather than precautionary.

The risk that a communal scheme fails and a public authority is left to step in is not hypothetical – it is the documented New Zealand pattern. Examples include Whitford Manor (private plant, repeated overflows, developer receivership), Longview / Lake Hāwea (trucking reliance, receiving plant in breach), Cardinal West / Red Hills (odour complaints and litigation), Mangawhai (community scheme cost and governance failure, ratepayer debt, commissioners appointed) and Kāeo (failed private water supply taken over under the Water Services Act 2021).

Recommended amendments.

Performance bond: Amend Condition 44 of the land use consent (Wastewater Management Plan) and the Residents' Society conditions.

Require, before the treatment plant or any trucking operation begins, the Consent Holder to lodge a bond or unconditional bank guarantee equal to one year's maintenance cost (anchored to the Applicant's own ~\$505,000 figure, certified and indexed), plus a 20% loading for Council administration and step-in, callable by Council in its discretion on any breach of the wastewater or air discharge permits (including odour) or the management plans, and reinstatable to full value within three months of any draw-down.

The bond is initially the Consent Holder's obligation (the developer owning the land at that stage); the obligation to maintain and reinstate it then passes to the Residents' Society, with the cost recovered from lot owners in proportion as sales settle and provided for in the sale and purchase agreements; and the bond must remain in place and continue to be maintained notwithstanding any winding-up of the Consent Holder (Vineway), so that the security is not extinguished when the developer exits. Failure to maintain or reinstate the bond triggers a halt on further occupation.

This recommendation addresses paragraphs 71(g) and 71(h) of Westlake's comments, which the current conditions do not.

Renewals and asset management: new condition within the Wastewater and Water Supply conditions.

Require a certified Asset Management Plan identifying the equipment replacement schedule and cost for both plants, and require the society to establish and maintain a funded renewals (sinking) fund of the order of \$100,000 to \$200,000 per year, indexed and certified against that schedule, with the performance bond additionally sized to cover the next imminent major renewal.

The Asset Management Plan must be reviewed and re-submitted to Council annually, together with a levy-adequacy certification by a suitably qualified person confirming that the society's current and forecast levies are sufficient to meet the certified operating costs and the renewals schedule for at least the next five years; a certified shortfall must trigger a levy correction and, if unremedied, the bond and step-in. This annual package should be submitted together with the independent annual operational audit (required under Condition 48 of the wastewater discharge permit).

Enforceable governance: Amend Conditions 47–49 of the subdivision consent (Residents' Society) and Conditions 90/110/130. Require the operation, maintenance, repair and renewal obligations to be enforceable through the consent conditions and secured on the titles, not left to the society's internal rules alone; require the society constitution to oblige the society to set and collect levies sufficient to meet the operating and renewal obligations and to maintain the sinking fund (with adequacy demonstrated annually to Council under the Asset Management Plan), and to provide for infrastructure-services agreements with, and connection by, adjacent landowners (Westlake comments at paragraphs 62, 71(c) and 71(d)).

4.4 Off-site wastewater disposal

The Applicant's Wastewater Disposal Memorandum (Appendix 30) confirms that the balance of the development (Stage 2, some 738 dwellings) cannot discharge treated wastewater on-site and would require off-site disposal.

The routes for wastewater disposal identified in the Application documents are not shown to be readily available: trucking to Watercare (Rosedale or Pukekohe) is not available because Watercare will not accept tankered wastewater and the ability to dispose to Whangārei District Council (**WDC**) appears to be a very preliminary "in principle" arrangement not tied to any identified facility.

In that regard, WDC operates one metropolitan plant (Kioreroa Road, which is at capacity) and a scatter of small community plants with no apparent spare capacity for large imported tanker loads – and no capacity confirmation or agreement is provided; and the commercial facility is capped at 400 m³ per day for all activities combined, which must also accommodate the reverse-osmosis reject stream. In my opinion, the off-site disposal solution for the majority of the development is neither proven nor durable, and the conditions defer rather than resolve it.

Recommended amendment —

Prove durable off-site disposal before it is relied upon – amend Condition 45 of the land use consent (Off-Site Wastewater Disposal Management Plan), Conditions 52 and 55 of the subdivision consent.

Provide, as a pre-condition of exercising the land use and subdivision consents, evidence of a written agreement between the Delmore development’s Resident’s Society and a lawfully authorised receiving facility stating that they have confirmed available capacity and that they will accept a named volume of wastewater until such time as the treatment plant is commissioned and is operational.

4.5 Air discharge, odour and tanker effects on Russell Road

The air discharge conditions provide for an Odour Management Plan (Condition 2 of the air discharge permit) and a standard “no odour that is offensive or objectionable beyond the boundary” limit (Condition 5), but they contain no buffer, no reverse-sensitivity protection, and no recognition of 35 Russell Road as a sensitive receiver.

As noted in section 4.1, the underlying assessment is premised on temporary operation, excludes future development of adjacent FUZ land, and rests on a single survey at a different plant. Separately, the untreated-wastewater tanker filling and the unsealed section of Russell Road may generate odour, dust and traffic effects on the existing and future dwellings, and the tanker operation must not compromise safe, unobstructed access to 35 Russell Road.

Recommended amendments

Odour and reverse sensitivity: Amend Conditions 2 and 5 of the air discharge permit and Condition 12 (monitoring).

Require the OMP to be based on a permanent-operation odour assessment; impose boundary odour limits assessed against residential criteria at 35 Russell Road; and require continuous emission/odour monitoring with data made available to Council and Westlake (refer Westlake comments 96(b), 96(c), 96(g)).

Tanker effects on Russell Road - Amend Conditions 49–51 and 54 of the land use consent.

Require tanker routing, hours and frequency controls, spill response along the route, dust management on the unsealed section, and repair of road damage attributable to tanker movements, together with continued safe and unobstructed access to 35 Russell Road (refer Westlake comments 90(c), 90(e)).

Finally, the plant’s commissioning raises a distinct odour risk. A membrane bioreactor is a biological process that cannot be commissioned, or hold its consent limits, until there is a sustained wastewater load sufficient to establish and maintain the biomass. The Applicant’s own design acknowledges an extended commissioning period requiring inflow buffering (Appendix 29).

Until that load is reached, the development’s raw, untreated wastewater must be trucked off-site (with the same risks in terms of feasibility and uncertainty of off-site disposal as discussed above)). The odour significance is that the worst phase – raw, untreated, and, if held awaiting intermittent trucks, potentially septic sewage generating hydrogen sulphide – occurs at the very outset, before the biological plant and its full odour-control train are in normal operation.

The proposal compounds this by collecting that raw wastewater at the low-point plant and pumping it uphill to the separate WWFS station on Russell Road, beside the existing dwellings, where it is transferred and loaded.

The Applicant’s assessment assesses the untreated-filling odour risk as moderate and requiring detailed design and monitoring. However, the air discharge permit conditions tie odour-control verification to the WWTP “commencing treatment”, which could allow this raw-handling to begin before the odour control is installed, commissioned and proven.

Recommended amendment

Commissioning-phase odour and raw-wastewater handling: Amend Conditions 6–8 and 12 of the air discharge permit and the Condition 13/14 servicing framework.

Require the holding-tank and filling-point odour-control systems to be installed, commissioned and independently verified as operational before any raw wastewater is collected, stored, transferred or loaded (not merely before the WWTP commences treatment); require active septicity management and a maximum retention time for stored raw wastewater; require the uphill transfer main and the loading point to be sealed and odour-controlled, with standby power and continuous boundary odour monitoring covering the trucking-only phase; and provide that no lots may be occupied until both the proven off-site disposal and this odour control are in place.

4.6 Water supply – source, yield, quality, pressure and securities

The potable supply mirrors the wastewater arrangement. Option 2 connects to the public network but depends on the adjacent Ara Hills reservoir being upsized under a commercial agreement with the Ara Hills developer and vested to Watercare, and on bulk transmission — the Ōrewa 3 watermain, itself dependent on the 32 km North Harbour 2 watermain. Watercare's target for that scheme is around 2038, but that is a completion target only: whether it is funded, constructed and actually operating by then is a further uncertainty, and it may be later. When those upgrades are complete a public connection may become available, but on Watercare's stated position that is not realistic for a decade or more, so the private WTP — a permanent drinking-water plant for ~3,750 people — should be treated as the real proposal.

That private supply is being consented on the strength of a separate regional water-take consent from Auckland Council, which I understand has now been granted. On pressure and firefighting, the updated Water, Wastewater and Utilities Report (Appendix 11b) now includes an EPANET hydraulic model and supporting calculations (Appendix B). That is an improvement on the earlier reporting, but the arrangement it describes raises concerns the modelling does not resolve. Stage 1 is to be supplied by a booster pump pressurising the reticulation directly, with no reservoir behind it. A direct pressure-boosting station is a materially less resilient arrangement than a reservoir-fed supply: it must hold pressure across the full range of demand (requiring multiple pumps, variable-speed control and a pressure vessel), it stores no water, and it delivers no pressure at all if the pumps stop — so both normal supply and firefighting depend on the pumps and their standby power running continuously, including during a fire. The report's reference to "a booster pump" does not demonstrate that a properly designed, duty/standby, generator-backed pressure-boosting station has in fact been provided.

The report then proposes that, when Stage 2 is built, this same Stage 1 booster pump will be "repurposed" to transfer treated water up to a reservoir at RL 85 for gravity distribution. In my opinion that repurposing is not feasible as described. A pressure-boosting pump and a reservoir-transfer (lift) pump perform different functions and are technically quite different pumping arrangements — one cannot duplicate for the other, and the Stage 1 booster must remain in continuous operation, pressurising the Stage 1 network, until the Stage 2 reservoir, its transfer main and the switchover works are constructed and commissioned — otherwise Stage 1 loses supply and firefighting cover during the changeover. The two functions must run concurrently through the transition, which requires a separate transfer/lift pump station in addition to the retained booster station, and correspondingly more land than a single "repurposed" pump. That additional land and infrastructure is not allowed for in the design. It also underlines that the plant and its storage belong on high ground: the WTP is placed at about RL 20

and must pump treated water roughly 65 m up to the RL 85 reservoir, whereas a plant and storage on higher ground would let gravity do much of that work.

Finally, the model's own pressure output shows extremes that must be managed. The low-lying zones appear on the Applicant's contour at around 100 m of head (roughly 1,000 kPa), which exceeds both Watercare's maximum service pressure and the 500 kPa limit for dwellings, and so requires pressure-reducing valves; and the report does not tabulate node-by-node pressures or SNZ PAS 4509 firefighting flows to show that every lot simultaneously achieves the minimum service pressure and the required fire flow at residual pressure. The model, and the pump-station and reservoir strategy, should be independently reviewed before the supply is treated as demonstrated.

Recommended amendment

Water-take consent, and a demonstrated, resilient supply – amend Condition 54 of the subdivision consent (Water Supply Management Plan) and the groundwater conditions. Require: the granted regional water-take consent to be held before any Building Consent application for the water supply., with the WTP design confirmed by a suitably qualified person as adequate for the source quantity and quality established under that consent; an independently reviewed network hydraulic model demonstrating that every lot achieves minimum service pressure and SNZ PAS 4509 firefighting flow at residual pressure, with pressure zones and pressure-reducing valves provided as required; where a direct-boost supply is used, a properly designed duty/standby, generator-backed pressure-boosting station, and reservoir storage sized for peak, emergency and firefighting demand; land to be reserved and the staging sequenced so that the Stage 1 supply remains fully operational until the Stage 2 reservoir and transfer infrastructure are commissioned and the network switched over — with no "repurposing" of the booster that would leave any supply or firefighting gap; baseline monitoring of adjacent bores confirmed under the take consent, failing which required (Westlake comment 72(a)); and the same financial-security, flood-immunity, buffer and enduring-tenure conditions as the wastewater plant.

4.7 Third-party dependencies and enduring tenure

A striking feature of the servicing is that its critical elements cannot be delivered by the Applicant alone; they depend on third parties whom, under the FTAA, the Panel cannot bind – conditions bind only the approval holder.

Watercare will not accept tankered wastewater and is not obliged to accept vesting or connection. The culvert relief works are on NZTA land, and neither the Applicant nor the society has any right to enter it.

Auckland Transport rarely grants a licence for private mains in the public road. Auckland Transport's standard-form licence I have reviewed is fixed-term, may be cancelled on default or insolvency, is secured by a nominal bond (of the order of \$100,000, reviewed five-yearly), has a 20-year sunset and is premised on eventual vesting in Watercare – giving no enduring right for mains that will remain in the road for decades. Auckland Council is not obliged to accept vesting of a road containing private pressure mains.

Anything Council or AT will not accept defaults to the society as private infrastructure, yet the conditions contain no proper private-road regime. The result is that several conditions may be incapable of enduring implementation, potentially leaving completed houses without a lawful means of water supply or wastewater disposal.

Recommended amendments

Enduring tenure and continuity: Amend Condition 53 of the subdivision consent (Infrastructure Servicing / AT agreement).

Require the executed Auckland Transport agreement to be binding and incapable of cancellation or expiry for as long as the private infrastructure remains in the road reserve, in place before completion and occupation, with a continuity-of-service / step-in regime so that, if the licence is ever cancelled or expires, the network remains lawfully in place and operating (or transfers to a public supplier) without interruption.

Adjacent-landowner connection: Amend Conditions 46 (Utility Company) and 67–68 (Decommissioning) of the subdivision consent.

Require physical connection points and reserved processing and hydraulic capacity in the plants and networks for 35, 11 and 3 Russell Road, with legal connection mechanisms; require adjacent landowners to be notified on any decommissioning/transfer; and prohibit any Watercare-transition or connection arrangement that would exclude those properties from equivalent connection rights (Westlake comments 71(a), 71(e), 71(f)).

4.8 Control of changes and review

The section 128 review power (Condition 87 of the land use consent) is limited to the off-site disposal of wastewater. Given the potential permanence of the plants and the risks above, I consider that is too narrow, and the location of the plants should not be capable of alteration to be closer to the external boundaries of the Application site through the general-accordance provisions.

Recommended amendment

Broaden review and lock location: Amend Condition 87 of the land use consent. Broaden the s128 review power so the whole plant and its discharges can be reviewed for significant adverse effects; provide that no change to the approved location or footprint of the plants or WWFS that would bring them closer to the external boundaries of the Application site may be made in reliance on general accordance, but only by a change of conditions under s127 of the RMA or a change to the approval under the FTAA, with notice to the Russell Road owners; and provide that no lots may be occupied until the permanent servicing, flood protection, enduring tenure and bond are in place.

5. Conclusion

In my opinion the water supply and wastewater servicing, as sited and as conditioned, poses an unacceptable long-term risk to the Residents' Society, to the Westlake property and to the receiving environment.

The plants are on the Westlake boundary and in the floodplain by choice rather than necessity; the network collects to a low-point plant and away from the eventual public connection; the flood risk to the plants has not been formally assessed; the whole-of-life operation depends on a Residents' Society with no renewal funding and no bond; the water supply relies on an untested source and critical elements depend on third parties the Panel cannot bind, on terms that give no enduring certainty.

The Applicant's own Air Discharge Assessment confirms that the location cannot achieve the buffer its own guidance requires, assesses the plant only as temporary, and excludes the future development anticipated in the Concept Structure Plan that permanence makes inevitable.

These matters can be addressed by relocating the plants off the boundary and out of the floodplain, designing the network to drain toward the eventual public connection (or reserving and costing the works needed to connect to it), and substantially strengthening the conditions along the lines set out above and in the accompanying marked-up conditions.

Because relocation or reworking would materially change the scheme, the location and servicing design must, in my opinion, be resolved now, at grant, rather than deferred to a later variation. If the matters I have identified cannot be resolved acceptably through strengthened conditions at the applied-for location, then in my view the appropriate course is to decline the water supply and wastewater components of the application as sought.



John Gardiner
28 July 2026

Delmore FTAA-2512-1164 — Westlake Trustee Limited

Marked-up draft conditions — amendments sought, to accompany Westlake's s70 comments

Companion to the memorandum of John Gardiner dated 27 July 2026. Condition numbers follow the draft conditions dated 14 July 2026; numbering restarts within each consent/permit, so the consent is identified for each entry. This table summarises the effect of each condition and the amendment sought.

Condition	What the draft condition does now	Amendment	References
General conditions — servicing framework			
Gen. Condition 14	Permits the permanent on-site plants where no public connection is confirmed, but frames them as a fallback to the (unavailable) trucking limb.	Acknowledge, per Watercare's advice, that the private plants are in practice permanent, and make the enhanced conditions below (bond, renewals, flood immunity, buffer, enduring tenure) apply whenever Condition 14 is triggered.	\$3, \$4.1
Land use consent — private wastewater servicing			
Cond. 44 — Wastewater Management Plan	Requires a WMP but no financial security, no test of levy adequacy, and does not name 35 Russell Road as a sensitive receiver.	Add a performance bond / bank guarantee (see below); require the WMP to demonstrate the Residents' Society levy is adequate to fund operation and renewals; identify 35 Russell Road as a sensitive odour and noise receiver.	\$4.3, \$4.1 (Westlake 71(g),(h),96(b))
Cond. 45 — Off-Site Wastewater Disposal MP	Requires an OWDMP but does not require proof that a receiving facility with capacity is actually available.	As a pre-condition of exercising the consents, require a written agreement with a named, lawfully authorised receiving facility confirming available capacity and acceptance of a named volume until the plant is commissioned; tankering to cease if no approved facility is available.	\$4.4
Cond. 46 — Wastewater Filling Station	Requires the WWFS and turning head to be built per the McKenzie & Co drawings at the applied-for location.	Relocate the WWFS (with the WTP/WWTP) off the external boundary and out of the floodplain; provide a minimum 200 m buffer to 35 Russell Road.	\$4.1 (Westlake 95)
Cond. 56 — WWTP design	Requires the WWTP to be designed per the Apex report; does not address relocation, buffer, future capacity, or flood immunity.	Relocate to elevated, flood-free ground near the eventual public connection with a 200 m buffer; set the plant platform and access at or above RL 22.14 m (MPD 1% AEP incl. blocked culvert + 500 mm); provide reserved capacity / connection points for adjacent land.	\$4.1 (Westlake 95,96(a),71(a))
Conds. 49–51, 54 — tanker / Russell Road	Soil-tracking inspections, road widening and record-keeping for tanker movements.	Add tanker routing, hours and frequency controls, spill response along the route, dust management on the unsealed section, road-damage repair, and continued safe, unobstructed access to 35 Russell Road.	\$4.5 (Westlake 90(c),(e))
Cond. 87 — s128 review	Allows review only of the off-site disposal of wastewater.	Broaden so the whole plant and its discharges may be reviewed for significant adverse effects; lock the plant/WWFS location so change is only by s127 RMA / FTAA change with notice to the Russell Road owners.	\$4.8
Subdivision consent			
Conds. 8–9 — Engineering Plan Approvals	Provide for design and future vesting of networks, but do not require a whole-of-life servicing strategy.	Require a Long-Term Servicing Strategy (agreed with Watercare, else certified by Council on independent advice) that: (a) demonstrates transfer to the public system at Grand Drive without significant rework, and provides for, sizes, costs and safeguards land for the connection and decommissioning works, with the plant clear of the 1% AEP floodplain; (b) demonstrates the scheme does not impose on 35, 11 and 3 Russell Road, or other FUZ land in the natural catchment, servicing costs they would not bear under a coordinated Watercare/Council process; and (c) where (b) cannot be shown, designs and sizes the plant and networks for the natural catchment (or reserves capacity and provides located connection points), with legal connection and a fair connection fee capped at the Watercare/Council charge (Karaka Village template), secured in the society rules and on titles, and no	\$4.2

Condition	What the draft condition does now	Amendment	References
		exclusion of those properties.	
Cond. 46 — Utility Company	Establishes the utility company; no obligation to connect adjacent land.	Require physical connection points, reserved processing and hydraulic capacity, and legal connection mechanisms for 35, 11 and 3 Russell Road, available on payment of a fair connection contribution capped at the Watercare/Council charge for equivalent servicing, written into the society rules and on titles; and no exclusion from any future Watercare transition.	\$4.7 (Westlake 71(a))
Conds. 47–49 — Residents’ Society	Compulsory membership and constitution; obligations largely internal to the society.	Make the operation, maintenance, repair and renewal obligations enforceable through the consent conditions and secured on titles; require the constitution to oblige levies sufficient to fund operating and renewal costs and the sinking fund (adequacy demonstrated to Council annually under the AMP), independent arbitration, and infrastructure-services agreements with adjacent landowners.	\$4.3 (Westlake 62,71(c),(d))
Cond. 53 — Infrastructure Servicing (AT agreement)	Requires an executed Auckland Transport agreement for private mains in the road at s224; the standard licence is fixed-term and cancellable.	Require the AT agreement to be binding and incapable of cancellation/expiry while the mains remain in the road; add a continuity-of-service / step-in regime so the network stays lawfully operating (or transfers to a public supplier) without interruption.	\$4.7
Cond. 54 — Water Supply	Defers bore quality/yield and the WSMP; no baseline groundwater survey before commencement.	Require the granted regional water-take consent to be held before any Building Consent for the water supply, and the WTP design confirmed adequate against its source data; an independently reviewed network hydraulic model showing every lot meets minimum service pressure and SNZ PAS 4509 fire flow at residual pressure, with pressure zones and PRVs as needed; where a direct-boost supply is used, a properly designed duty/standby, generator-backed pressure-boosting station plus reservoir storage sized for peak, emergency and firefighting; land reserved and the staging sequenced so Stage 1 supply stays operational until the Stage 2 reservoir/transfer works are commissioned (no “repurposing” gap); baseline monitoring of adjacent bores confirmed under the take consent (else required); and the same financial-security / flood-immunity / buffer / tenure conditions as the wastewater plant.	\$4.6 (Westlake 72(a))
Cond. 55 — Stage 2 disposal	Requires evidence of disposal provision for Stage 2.	Before any Stage 2 s224(c), require a written agreement with a named, lawfully authorised receiving facility confirming available capacity for the Stage 2 flows.	\$4.4
Conds. 67–68 — Decommissioning / transfer	Decommissioning plan on transfer to the public system; no protection for adjacent landowners.	Require adjacent landowners to be notified; prohibit any Watercare-transition arrangement that excludes 35, 11 or 3 Russell Road from equivalent connection rights.	\$4.7 (Westlake 71(e),(f))
Wastewater and air discharge permits			
WW discharge permit — Cond. 2 (WWTP design)	Requires the WWTP to be built per the Apex design report; no flood-immunity or emergency-storage standard.	Require the plant platform and access to be flood-immune (RL ≥ 22.14 m) and on-site emergency storage sized to ride through a flood / tanker interruption.	\$4.1
Air permit — Conds. 2 & 5 (OMP; boundary odour)	OMP and a general ‘not offensive beyond the boundary’ limit; assessment premised on temporary operation and excludes future Westlake development.	Require the OMP to rest on a permanent-operation odour assessment that includes the Future Urban land to the south; impose residential-criteria odour limits at 35 Russell Road; secure the 200 m buffer / reverse-sensitivity protection.	\$4.1, \$4.5 (Westlake 96(c))

Condition	What the draft condition does now	Amendment	References
Air permit — Cond. 12 (monitoring)	Emission/odour monitoring after commissioning.	Require continuous monitoring at the Westlake boundary with data made available to Council and Westlake.	\$4.5 (Westlake 96(g))
New conditions			
NEW — no-objection consent notice	(none)	Consent notice (s221) on every lot title and the balance title (so it binds future Stage 2 lots): owners, the Residents' Society, its members and any operator shall not object to, submit against, complain of, or rely on plant proximity to oppose, the development or lawful use of 35 Russell Road / adjoining Future Urban land, notwithstanding the separation distance; same duty in the society constitution; cancellable by Council under s221(3) on decommissioning.	\$4.1
NEW — enforcement covenant over plant lot	(none)	Covenant/easement over the plant lot (Lot 5002) in favour of Council and 35 Russell Road giving them the right to require the operator to remedy odour/other effects at the Westlake boundary within a set time and, failing that, to require Council to call the bond and enforce (step-in / occupation-halt); trigger sits with Council/Westlake on set timeframes; worded to determine on decommissioning.	\$4.1
NEW — renewals / asset management	(none)	Require a certified Asset Management Plan and a funded renewals (sinking) fund of ~\$100k–\$200k p.a., indexed and certified, with the bond sized to cover the next imminent major renewal. The AMP to be re-submitted to Council annually with a levy-adequacy certification (levies sufficient for operating + renewals for ≥5 years), a shortfall triggering correction and, if unremedied, the bond/step-in; submitted with the annual independent operational audit (WW permit cond 48).	\$4.3
NEW — performance bond	(none)	Consent holder to lodge the bond before the plant or any trucking begins (developer owns the land then); the obligation to maintain/reinstate then passes to the Residents' Society, cost recovered from lot owners via the sale & purchase agreements; the bond continues notwithstanding any winding-up of Vineway; callable by Council on any breach of the WW/air permits or management plans; reinstate to full value within 3 months of any draw-down; non-reinstatement halts further occupation.	\$4.3 (Westlake 71(g),(h))
NEW — commissioning / raw-wastewater odour	(none)	The holding-tank and filling-point odour control to be installed, commissioned and independently verified before any raw wastewater is collected, stored, transferred or loaded (not just before the WWTP commences treatment); septicity management + maximum retention for stored raw wastewater; the uphill transfer main and loading sealed and odour-controlled, with standby power and boundary odour monitoring through the trucking-only phase; no occupation until proven off-site disposal and this odour control are in place.	\$4.5 (air permit conds 6–8, 12)
NEW — occupation trigger	(none)	No lots may be occupied until the permanent servicing, flood protection, enduring tenure and bond are in place.	\$4.8

Appendix Two: Delmore Proposed Conditions (Panel Decision Version)

Westlake Trustee Limited Key Issue Amendments

Section	No.	Draft Decision Version Condition (Westlake amendments in <u>underline</u> and striketrough)	Comment
1.0 General Conditions			
Servicing Framework			
1.8.1 Public Reticulation Network	12	If at Engineering Plan Approval for any stage of the development, the Consent Holder has received written confirmation from the water and wastewater utility provider that a connection can be made to the public water supply and/or wastewater network for that stage of the development, the Consent Holder must provide a connection to the public water supply and/or wastewater network for that stage in accordance with the following conditions: (a) Conditions 8 – 10 of subdivision consent – Engineering Plan Approvals; and (b) Conditions 50 and 51 of subdivision consent – Infrastructure Servicing.	Note: To be updated to refer to additional conditions sought by Westlake Trustee Limited once numbering finalised.
1.8.2 Private Wastewater Servicing	13	If at Engineering Plan Approval for Stage 1A, the Consent Holder has received written confirmation from the wastewater utility provider that an immediate connection is not available, but a connection can be made to the public wastewater network by 31 December 2031 (or a date as otherwise agreed between the Consent holder and the wastewater utility provider), the Consent holder may provide temporary wastewater servicing for up to 264 dwellings, by holding and transporting untreated wastewater in accordance with the following conditions: (a) Conditions 44 – 55 of land use consent – Private Wastewater Servicing;	Note: To be updated to refer to additional conditions sought by Westlake Trustee Limited once numbering finalised.

		(b) Condition 87 of land use consent – Private Wastewater Servicing Condition Review; (c) Conditions 3.1.12 - 49 of subdivision consent – Utility Company and Resident's Society; (d) Conditions 52 and 53 of subdivision consent – Infrastructure Servicing; and (e) Conditions 2 - 8, and 11 - 14 of the air discharge permit.	
1.8.2 Private Wastewater Servicing	14	If at Engineering Plan Approval for Stage 1A of the development, the Consent Holder has not received written confirmation from the wastewater utility provider that a connection to the public wastewater network will be available by 31 December 2031, the Consent Holder must provide wastewater servicing through on-site wastewater treatment and discharge in accordance with the following conditions: (a) Conditions 44 - 58 of land use consent – Private Wastewater Servicing; (b) Condition 87 of land use consent – Private Wastewater Servicing Condition Review; (c) Conditions 46 - 49 of subdivision consent – Utility Company and Resident's Society; (d) Condition 52 and 53 of subdivision consent – Infrastructure Servicing; (e) All conditions of the wastewater discharge permit; and (f) Conditions 2 - 5 and 9 - 14 of the air discharge permit.	Note: To be updated to refer to additional conditions sought by Westlake Trustee Limited once numbering finalised.
1.8.4 Decommissioning of Private Infrastructure and Transfer to the Public System	16	If at any time after private infrastructure servicing has commenced, the Consent Holder receives written confirmation from the water and wastewater utility provider that a connection to the public water supply and/or wastewater network is available, the Consent Holder may decommission the private water and wastewater infrastructure and transfer the servicing of the site to the public water supply and/or wastewater network in accordance with the following conditions:	Note: To be updated to refer to additional conditions sought by Westlake Trustee Limited once numbering finalised.

		(a) Condition 67 and 68 of land use consent – Decommissioning of Private Water and Wastewater Infrastructure; and (b) Condition 9 of subdivision consent – Engineering Plan Approvals.												
2.0 Land Use Conditions (s9 of the RMA)														
During Construction Conditions														
2.3.8 Construction Noise and Vibration	38	Noise arising from earthworks and construction works on-site must not exceed the limits within the following table when measured or assessed at any building on any other site that is occupied during the works in accordance with the requirements of NZS6803:1999, where affected party approval has not been obtained. <table><tr><th rowspan="2">Address</th><th colspan="2">Activity</th></tr><tr><th>Earthworks during Stage 1E</th><th>All other times</th></tr><tr><td>59 Russell Road</td><td>75 dB LAeq</td><td>Noise limits in Standard E25.6.27</td></tr><tr><td>All other properties</td><td>Noise limits in Standard E25.6.27</td><td>Noise limits in Standard E25.6.27</td></tr></table>	Address	Activity		Earthworks during Stage 1E	All other times	59 Russell Road	75 dB LAeq	Noise limits in Standard E25.6.27	All other properties	Noise limits in Standard E25.6.27	Noise limits in Standard E25.6.27	
Address	Activity													
	Earthworks during Stage 1E	All other times												
59 Russell Road	75 dB LAeq	Noise limits in Standard E25.6.27												
All other properties	Noise limits in Standard E25.6.27	Noise limits in Standard E25.6.27												
Infrastructure Servicing														
2.4.1 Private Wastewater Servicing	43	If a connection to the public network is not provided in accordance with Condition 12 (general conditions), Conditions 48 - 55 will apply to the trucking of untreated and/or treating wastewater. For the avoidance of doubt, Conditions 48 - 55 do not apply if a connection to the public network is provided.												

2.4.1 Private Wastewater Servicing	XX	<u>The Consent Holder shall prepare and submit to Council for certification an Asset Management Plan identifying the equipment replacement schedule and anticipated cost that demonstrates that the Residents' Society has established and maintained a funded renewals (sinking) fund of \$200,000 per year, indexed and certified against that schedule, with the performance bond additionally sized to cover the next imminent major renewal.</u> <u>The Asset Management Plan must be reviewed and re-submitted to Council annually, together with certification by a suitably qualified person confirming that the Residents' Society's current and forecast levies are sufficient to meet the certified operating costs and the renewals schedule for at least the next five years; a certified shortfall must trigger a levy correction and, if unremedied, the bond and step-in.</u> <u>This annual package should be submitted together with the independent annual operational audit (required under Condition 48 of the wastewater discharge permit).</u>	
Wastewater Management Plan			
2.4.1 Private Wastewater Servicing	44	At least 20 working days prior to the commencement of any private wastewater servicing for the development, the Consent Holder must prepare and submit a Wastewater Management Plan (WMP) to Council for certification. The purpose of the WMP is to manage and reduce risks to the natural environment and to people from hazardous substances stored for wastewater purposes. <u>The WMP must demonstrate that:</u> <u>(a) 35 Russell Road has been assessed as a sensitive receiver to hazardous substances stored for wastewater purposes.</u> <u>(b) That there is at least a 200m buffer between 35 Russell Road and the location of hazardous substances stored for wastewater purposes.</u> The WMP must include, but not be limited to:	Amendments relate to paragraphs [71](g), [71](h), and [96](b) of Westlake's s 53 comments.

		(a) Identification of the specific activities conducted on the site; (b) Identification of potential contaminants associated with these activities, including a Hazardous Substance Inventory and associated Material Safety Data Sheets; (c) Methods used to contain identified contaminants and prevent them contacting stormwater runoff as far as practicable, and methods to manage environmental risks from site activities; <u>(xx) Methods used to monitor the effectiveness of the WMP in ensuring that identified contaminants are prevented from contacting stormwater runoff.</u> (d) A Spill Response Plan (which includes the provision that all spills over 20 litres, or any spill or environmentally hazardous substances that has entered the stormwater system, a waterbody or has contacted unsealed ground, must be reported immediately to the Auckland Council's 24- Hour Pollution Hotline (09-377-3107)). If untreated wastewater is to be taken off-site, the Spill Response Plan must include management measures to disinfect small spills or drops that may occur during filling (such as the use of sodium hypochlorite spray); (e) Accurate site drainage plan(s) showing the location of all site catchpits, containment systems, treatment devices and the discharge point(s) of the site stormwater system; (f) An appropriate auditing programme to ensure site performance with all components of the WMP; (g) Methods for providing and recording staff training; (h) Details of processes governing review and updating of the WMP; (i) An Operation and Maintenance Plan for the WWTP (if the WWTP is constructed); and (j) A programme and specification for how maintenance of the wastewater irrigation lines within Consent Notice Area 6079871.2 will be integrated with ongoing control of pest plants and pest animals, as required by the Ecological	
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		Management Plan. This must ensure that all works use low impact methods consistent with ecological management practices.	
2.4.1 Private Wastewater Servicing	44A	<u>Prior to the WWTP becoming operational or the commencement of any tankering of treated or untreated wastewater from the site (including any tankering required in the commissioning phase of the WWTP), the Consent Holder must lodge a bond or unconditional bank guarantee equal to one year's maintenance cost plus a 20% loading for Council administration and step-in, callable by Council in its discretion on any breach of the wastewater or air discharge permits (including odour) or the management plans, and reinstatable to full value within three months of any draw-down.</u> <u>The bond must remain in place and continue to be maintained notwithstanding any winding-up of the Consent Holder, so that the security is not extinguished when the developer exits, by providing for transfer and maintenance of the bond to the Residents' Society.</u>	Amendments relate to long term operation risks of private wastewater servicing.
Off-Site Wastewater Disposal Management Plan			
2.4.1 Private Wastewater Servicing	45	At least 20 working days prior to the commencement of any tankering of treated or untreated wastewater from the site <u>(including any tankering required in the commissioning phase of the WWTP)</u>, the Consent Holder must prepare and submit to Council for certification an Off-site Wastewater Disposal Management Plan (OWDMP). <u>The ODWMP must demonstrate that:</u> <u>(a) The WTP, WWTP, WWFS, chemical storage and tanker-loading facilities are located off the external boundary and out of the 1% AEP floodplain, to elevated ground consistent with the eventual public connection.</u>	Amendments relate to paragraphs [57], [90](c), and [96](b) of Westlake's s 53 comments.

		<u>(b) The WTP, WWTP, WWFS, chemical storage and tanker-loading facilities are located to provide a minimum 200 m buffer to 35 Russell Road.</u> <u>(c) 35 Russell Road has been identified as a sensitive receiver for odour and noise with boundary limits assessed against residential criteria.</u> <u>(d) Continuous odour monitoring will be undertaken at the boundary with 35 Russell Road with the data to be provided to Council and the owner of 35 Russell Road quarterly.</u> <u>(e) That the consent holder or Residents' Society has entered into a written agreement with a lawfully authorised receiving facility stating that the facility has confirmed available capacity and that it will accept a named volume of wastewater until such time as public wastewater treatment infrastructure servicing for the Application site is operational.</u> The OWDMP must include but not be limited to: (a) The circumstances in which wastewater may be removed from the site; (b) Whether the wastewater is treated wastewater, untreated wastewater, or sludge; (c) The approved receiving facility or facilities; (d) Maximum daily volumes to be removed; (e) Temporary storage arrangements on site; (f) Truck loading procedures; (g) Hours of operation; (h) Contingency measures in the event the nominated receiving facility is unavailable; and (i) Record-keeping and reporting requirements.	
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Wastewater Filling Station													
2.4.1 Private Wastewater Servicing	46	The Consent Holder must construct the proposed turning head and wastewater filling station in accordance with the roading drawings prepared by McKenzie & Co, titled "Wastewater Disposal & Truck Access Plan" as referenced under Attachment 1 <u>subject to:</u> <u>(a) the WWFS and tanker-loading facilities being located off the external boundary and out of the 1% AEP floodplain, to elevated ground consistent with the eventual public connection.</u> <u>(b) the WWFS and tanker-loading facilities being located to provide a minimum 200 m buffer to 35 Russell Road.</u>	Amendments relate to paragraph [95] of Westlake's s 53 comments.										
2.4.1 Private Wastewater Servicing	47	An acoustic fence must be constructed to the south of the dwelling on Lot 203 in accordance with the noise assessment titled "Noise Assessment - Delmore Residential Development, Wainui" prepared by SLR and dated December 2025. The purpose of the acoustic fence is to ensure compliance from the wastewater filling station with the applicable noise standards under the Auckland Unitary Plan, as referenced below. <table><tr><th>Time Period</th><th>Noise Level</th></tr><tr><td>Monday to Saturday (7:00am to 10:00pm)</td><td>50dB LA_{eq}</td></tr><tr><td>Sunday (9:00am to 6:00pm)</td><td></td></tr><tr><td>All other times</td><td>40dB LA_{eq}</td></tr><tr><td></td><td>75dB LAF_{MAX}</td></tr></table>	Time Period	Noise Level	Monday to Saturday (7:00am to 10:00pm)	50dB LA _{eq}	Sunday (9:00am to 6:00pm)		All other times	40dB LA _{eq}		75dB LAF _{MAX}	
Time Period	Noise Level												
Monday to Saturday (7:00am to 10:00pm)	50dB LA _{eq}												
Sunday (9:00am to 6:00pm)													
All other times	40dB LA _{eq}												
	75dB LAF _{MAX}												
2.4.1 Private Wastewater Servicing	48	The load out area for the wastewater filling station must be designed to drain to a single catchpit. The area must be designed to either pump out or drain the catchpit back to the sewer network, or empty it via vacuum truck, if it becomes contaminated by a spill.											
2.4.1 Private Wastewater Servicing	49	The Consent Holder must monitor the proposed turning head off Russell Road for soil tracking and must undertake remedial action to remove soil if required.											

2.4.1 Private Wastewater Servicing	50	The Consent Holder must undertake regular visual inspections of the unsealed section of Russell Road between the proposed turning head and Upper Orewa Road. If it is identified that a high proportion of fine (dust-generating) material is present, the Consent Holder must replenish the surface layer with gravel. <u>If any damage is identified that is attributable to tanker movements the Consent Holder must immediately repair the damage.</u>	Amendments relate to paragraph [90](e) of Westlake's s 53 comments.
Wastewater Tankering			
2.4.1 Private Wastewater Servicing	51	Prior to wastewater removal being required <u>(including in any commissioning phase) and transported via</u> on Russell Road, the Consent Holder must at their own expense, widen Russell Road so that there is sufficient space for a 19.5m long truck and trailer tanker to pass a 6.3m long van travelling in the opposite direction with a minimum of 0.5m clearance between the vehicles and between the edge of the vehicles and the edge of the carriageway. Road widening must also be undertaken at the intersection of Russell Road and Upper Orewa Road to ensure that a 19.5m long truck and trailer tanker can turn left from Russell Road onto Upper Orewa Road without crossing into the northbound traffic lane on Upper Orewa Road. <u>The works must ensure continued safe and unobstructed access to 35 Russell Road.</u> This work must be in accordance with the Auckland Council Code of Practice for Land Development and Subdivision Development Chapter 3 Transport.	Amendments relate to paragraph [90](e) of Westlake's s 53 comments.
2.4.1 Private Wastewater Servicing	52	No wastewater must be tankered from the site except to a lawfully authorised receiving facility that is identified in the certified OWDMP (as required under Condition 45 of the land use consent) and has confirmed capacity and acceptance criteria. The Consent Holder must maintain current written confirmation of acceptance from each receiving facility.	
2.4.1 Private Wastewater Servicing	53	All wastewater removed from the site must be transported only by operators holding all required approvals, licences and codes of compliance for wastewater transport.	
2.4.1 Private Wastewater Servicing	54	The Consent Holder must keep a record of every tanker load removed from the site, including:	Amendments relate to paragraph [90](c) of Westlake's s 53 comments.

		(a) The date and time of collection; (b) The tanker operator; (c) The wastewater type (i.e. treated or untreated); (d) The load volume; (e) The destination facility; and (f) Evidence of receipt / disposal. <u>(xx) Records of any spills along route and spill response taken.</u> A summary of all off-site wastewater removed from the site shall be provided to Council every three months.	
2.4.1 Private Wastewater Servicing	55	If an approved receiving facility cannot accept wastewater, tankering from the site must cease unless and until wastewater can be directed to another approved facility identified in the certified OWDMP (as required under Condition 45 of the land use consent). The Consent Holder must maintain contingency storage and alternative disposal arrangements sufficient to avoid any unauthorised discharge.	
WWTP Design			
2.4.1 Private Wastewater Servicing	56	If a WWTP is constructed on the site in accordance with Condition 14 (general conditions), it must be designed and constructed in general accordance with the "Delmore Water and Wastewater Treatment Plant Design Report" prepared by Apex and referenced under Attachment 1- <u>subject to the following requirements:</u> <u>(a) The WWTP, WWFS and associated chemical storage and other facilities must be located:</u> <u>(i) off the external boundary and out of the 1% AEP floodplain, to elevated ground consistent with the eventual public connection.</u> <u>(ii) to provide a minimum 200 m buffer to 35 Russell Road.</u>	Amendments relate to paragraphs [71](a), [95], and [96](a) of Westlake's s 53 comments.

		<u>(b) The WWTP must be designed and constructed with sufficient physical capacity and appropriately located connection points to accommodate future urban development anticipated in the Upper Orewa Concept Structure Plan.</u> (c) The WWTP may be constructed in stages to align with the development staging.											
2.4.1 Private Wastewater Servicing	57	If a WWTP is constructed on the site in accordance with Condition 14 (general conditions), the WWTP and pump station must be designed to comply with the applicable residential noise standards under the Auckland Unitary Plan as referenced below: <table><tr><th>Time Period</th><th>Noise Level</th></tr><tr><td>Monday to Saturday (7:00am to 10:00pm)</td><td>50dB LA_{eq}</td></tr><tr><td>Sunday (9:00am to 5:00pm)</td><td></td></tr><tr><td>All other times</td><td>40dB LA_{eq}</td></tr><tr><td></td><td>75dB LAF_{MAX}</td></tr></table> <u>[Delete table]</u>	Time Period	Noise Level	Monday to Saturday (7:00am to 10:00pm)	50dB LA _{eq}	Sunday (9:00am to 5:00pm)		All other times	40dB LA _{eq}		75dB LAF _{MAX}	Amendments relate to paragraph [96](e) of Westlake's s 53 comments - applicable noise standards for out of sequence development should anticipate the future urbanisation of the surrounding area
Time Period	Noise Level												
Monday to Saturday (7:00am to 10:00pm)	50dB LA _{eq}												
Sunday (9:00am to 5:00pm)													
All other times	40dB LA _{eq}												
	75dB LAF _{MAX}												
2.4.1 Private Wastewater Servicing	58	If a WWTP is constructed on the site in accordance with Condition 14 (general conditions), the Consent Holder must implement the landscape design at the Water and Wastewater Treatment Plat Lot (Lot 5002) in general accordance with the landscaping plans approved under referenced under Attachment 1.											
2.4.1 Private Wastewater Servicing	xx	<u>If a WWTP or WFS is constructed on the site in accordance with Condition 14 (general conditions), the plant platform and its all-weather access and egress must be set at or above the 1% AEP maximum-probable-development flood level including the blocked-culvert scenario and climate change, plus 500 mm freeboard not less than RL 22.14 m), whether or not the plants are ever connected to the public network, with sufficient on-site emergency storage sized to ride through flood conditions when tankering is interrupted.</u>											
Decommissioning of Private Water and Wastewater Infrastructure													
2.4.3 Decommissioning of Private Water	67	Where, at any time in the future, a connection to the public water supply and/or public wastewater network is proposed, and the water/wastewater network											

and Wastewater Infrastructure		utility operator has confirmed in writing that connections are available, the Consent Holder must: (a) Within 3 months of receiving the water/wastewater network utility operators written confirmation, submit a Decommissioning Plan to the Council for certification; and (b) Obtain certification of the Decommissioning Plan prior to any connection to the public network occurring; and (c) Implement the Decommissioning Plan as certified.	
2.4.3 Decommissioning of Private Water and Wastewater Infrastructure	68	The Decommissioning Plan must be prepared in consultation with the water/wastewater network utility operator and include: (a) The design and steps for disconnection of the WWTP and WTP from the local water supply and wastewater reticulation network; (b) The design and steps for the connection of the local water supply and wastewater reticulation network to the public network; (c) Testing and commissioning procedures; (d) Measures to maintain service continuity during the transition; (e) The decommissioning, making safe, and removal of all infrastructure associated with the WWTP and WTP; (f) Any required remediation of the site, including the treatment and removal of any contamination caused from the operation of the WWTP and WTP; and (g) A programme and timetable for all decommissioning and connection works, including notification to residents and written notification to Council confirming completion of decommissioning; and (h) Written approval from the water/wastewater network utility operator that there is sufficient capacity in the network to enable the development to be connected.	

Water Supply			
Water Supply Servicing	xx	<u>The Consent Holder shall prepare and submit to Council for certification an Asset Management Plan identifying the equipment replacement schedule and anticipated cost that demonstrates that the Residents' Society has established and maintained a funded renewals (sinking) fund of \$200,000 per year, indexed and certified against that schedule, with the performance bond additionally sized to cover the next imminent major renewal.</u> <u>The Asset Management Plan must be reviewed and re-submitted to Council annually, together with certification by a suitably qualified person confirming that the Residents' Society's current and forecast levies are sufficient to meet the certified operating costs and the renewals schedule for at least the next five years; a certified shortfall must trigger a levy correction and, if unremedied, the bond and step-in.</u> <u>This annual package should be submitted together with the independent annual operational audit (required under Condition 48 of the wastewater discharge permit).</u>	
Review Conditions			
2.10.1 Private Wastewater Servicing Condition Review	87	Under section 128 of the RMA, the conditions of this consent associated with the off-site disposal of wastewater may be reviewed by the Manager Resource Consents at the Consent Holder's cost: (a) To address significant adverse effects on the environment arising from the off-site disposal of wastewater which were not apparent at the time of granting consent, including in relation to traffic, noise, odour, spills, or effects on the receiving environment. <u>The assessment of effects on the receiving environment may take into account any changes in zoning that occur within the operational life of the WWTP and WFS and any residential activity reasonably anticipated to the south of the site.</u> The review must be limited to an update to the Off Site Wastewater Disposal Management Plan.	

Subdivision Consent			
General Subdivision Conditions			
3.1.4 Engineering Plan Approvals	xx	<u>Prior to applying for an EPA for any water or wastewater servicing infrastructure the Consent Holder shall consult with Watercare about a Long-Term Servicing Strategy that:</u> <u>(a) Identifies Watercare's eventual requirements and connection point; demonstrates that the reticulation can be transferred to the public system at Grand Drive without significant reworking; expressly provides for, locates, sizes and costs the works needed to connect to the public system and to decommission the private plant; legally safeguards the plant land against redevelopment until that connection is made; and confirms the plant is clear of the 1% AEP floodplain.</u> <u>(b) Demonstrates that the private servicing arrangement does not foreclose the efficient, coordinated (gravity-based) servicing of the surrounding n land in the natural catchment, and does not impose on the owners of 35, 11 and 3 Russell Road, or other Future Urban land in that catchment, servicing costs they would not have borne under a Watercare or Council-coordinated infrastructure delivery process.</u> <u>(c) Provides that if (b) cannot be demonstrated, the treatment plant(s) and networks are be designed and sized to service the natural catchment, or reserve the physical, processing and hydraulic capacity and provide located connection points to do so.</u> <u>The Consent Holder shall submit the Long-Term Servicing Strategy to Council certification along with any comments received from Watercare.</u>	
3.1.4 Engineering Plan Approvals	8	All new water supply and wastewater infrastructure that is proposed to connect to the public network and be vested to the network utility provider in accordance	

		with Condition 12 (general conditions), must be designed and constructed in accordance with the current Water and Wastewater Code of Practice for Land Development and Subdivision (Code of Practice).	
3.1.4 Engineering Plan Approvals	9	Where the private water supply or wastewater network is proposed to be connected to, or vested in, the public network provider at any time in the future, the Consent Holder will be required to obtain Engineering Plan Approval at that time or at any other time as agreed with the network utility operator.	
3.1.12 Utility Company	46	If a connection to the public network is not provided in accordance with Condition 12 (general conditions), then prior to the issue of a s224(c) certificate for the first subdivision stage, the Consent Holder must provide evidence that a Utility Company has been legally established to operate the WWTP, the WTP and/or associated infrastructure, and implement (if and when required) decommissioning of the WWTP, the WTP and/or associated infrastructure. The evidence provided must include a copy of the company constitution. The constitution shall outline that the utility company must: (a) Operate and maintain the private wastewater and water infrastructure including the reticulation network, treatment plants, reservoirs, bores, pump stations, and dispersal fields to meet the requirements of this consent and WAT60456696; (b) Monitor water usage for each dwelling in accordance with the Water Supply Management Plan in accordance with Condition 61 of the land use consent and implement actions required by the Water Supply Management Plan if trigger levels are reached; (c) Hold a registered leasehold title over the land on which the WWTP and WTP are located, at the completion of the relevant subdivision stage; (d) Be responsible for ensuring that any necessary future consents or alternative management of wastewater discharges and water supply are in place prior to the expiry of this consent and WAT60456696; and (d) Ensure that all water supplied for human consumption from the development complies at all times with the applicable requirements of the Water Services Act	Amendments relate to paragraph [71](a) of Westlake's s 53 comments.

		2021, the Drinking Water Standards for New Zealand, and the Drinking Water Quality Assurance Rules issued or administered by Taumata Arowai, including any amendments or replacements in force from time to time; and (f) Implement (if and when required) decommissioning of the WWTP, the WTP and/or associated infrastructure. <u>(xx) Ensure that there are physical connection points and reserved processing and hydraulic capacity in the WWTP, the WTP and/or associated infrastructure and networks for 35, 11 and 3 Russell Road, with legal connection mechanisms.</u> <u>(xx) Ensure that adjacent landowners are to be notified on any decommissioning/transfer of the WWTP, the WTP and/or associated infrastructure.</u> <u>(xx) Must not enter into any Watercare-transition or connection arrangement that would exclude those 35, 11 and 3 Russell from equivalent connection rights.</u>	
3.1.13 Resident's Society	xx	<u>In the event that a connection has not been made to the public network in accordance with Condition 12 (general conditions), the Residents' Society and its members, and any operator engaged by the Resident's Society for the WTP, WWTP and WWFS agree that they shall not object to, make a submission against, complain of, or rely on the proximity of the plants as a ground to oppose or constrain existing rural uses or the subdivision, development or residential use of 35 Russell Road or other adjoining Future Urban land, notwithstanding the separation distance between any building on that land and the plant boundary. This condition shall be complied with on a continuing basis and shall be imposed by way of a Consent Notice pursuant to section 221 of the Resource Management Act 1991 and registered against the Record of Title for the site at the time of certification under section 224(c) of the Act. The Consent Holder shall meet all costs associated with the preparation, execution and registration of the Consent Notice.</u> <u>In the event that a connection has not been made to the public network in accordance with Condition 12 (general conditions), the first subdivision of the site will register a covenant over the treatment plant lot (Lot 5002) in favour of Auckland Council and the owner of 35 Russell Road, giving the Council and that</u>	

		<u>owner the express right to require the Residents’ Society and operator to investigate and remedy, within a defined period at their cost, any odour or other effect of the plant that reaches the boundary of 35 Russell Road and, failing timely remedy, to require the Council to call on the performance bond to remedy the effects up until the time that WTP, WWTP and WWFS are decommissioned.</u>							
3.1.13 Resident’s Society	47	Prior to the issue of a s224(c) certificate for the first subdivision stage, the Consent Holder must prepare the necessary documentation to create a society, body corporate, association or other body acceptable to the Council (hereafter referred to as the Resident’s Society) for management of the Common Infrastructure identified below. <table><tr><th>Common Infrastructure</th><th>Ownership and Management Responsibilities</th></tr><tr><td>JOALs</td><td> JOALs are to be owned and managed in equal shares by all residential lots that access the JOAL, as identified within the approved Scheme Plan under Condition 1. This shall be a sub-group within the Resident’s Society. The carriageway, lighting, planting, and all other infrastructure (e.g., any required stormwater devices and culverts) within the JOAL shall be operated, maintained and, when required, renewed by the relevant JOAL sub-group on an on-going basis. All costs shall be borne by that JOAL sub-group. Where rubbish collection is to be via “private service” the JOAL responsibilities shall also include the ongoing retention of the private service contact. </td></tr><tr><td>Lots 1901, 1904, 1905, 1930, 1931, 1932, 1908, 1628, 5025, 1920, 1910, 3000, 1270</td><td> Lots 1901, 1904, 1905, 1930, 1931, 1932, 1908, 1628, 5025, 1920, 1910, 3000, and 1270 are to be transferred to the Resident’s Society at the time of subdivision. The Resident’s Society must ensure the long-term protection of the ecological values of the bush areas in accordance with the consent notice obligations. All maintenance must be undertaken in accordance with the Ecological Management Plan approved and referenced </td></tr></table>	Common Infrastructure	Ownership and Management Responsibilities	JOALs	JOALs are to be owned and managed in equal shares by all residential lots that access the JOAL, as identified within the approved Scheme Plan under Condition 1. This shall be a sub-group within the Resident’s Society. The carriageway, lighting, planting, and all other infrastructure (e.g., any required stormwater devices and culverts) within the JOAL shall be operated, maintained and, when required, renewed by the relevant JOAL sub-group on an on-going basis. All costs shall be borne by that JOAL sub-group. Where rubbish collection is to be via “private service” the JOAL responsibilities shall also include the ongoing retention of the private service contact.	Lots 1901, 1904, 1905, 1930, 1931, 1932, 1908, 1628, 5025, 1920, 1910, 3000, 1270	Lots 1901, 1904, 1905, 1930, 1931, 1932, 1908, 1628, 5025, 1920, 1910, 3000, and 1270 are to be transferred to the Resident’s Society at the time of subdivision. The Resident’s Society must ensure the long-term protection of the ecological values of the bush areas in accordance with the consent notice obligations. All maintenance must be undertaken in accordance with the Ecological Management Plan approved and referenced	
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		<table><tr><td></td><td> under Attachment 1. The Resident's Society must ensure the public walkways are maintained to a reasonable standard. </td></tr><tr><td>Bush covenant areas: Lots 14–17, 76–86, 106–119, 155–167, 229, 251–268, 260–262, 277–279, 303–307, 315–318, 352–359, 471, 610–615, 931–948, 952–958, 999–1023, 1031–1047, 1052–1055, 1057–1058, 1060, 1069–1070, 1215–1216, 1218–1238, 1246–1250, 1269, 1270–1272, 1274–1278, 1401.</td><td> The 'bush covenant' areas identified on the scheme plan are to remain in private ownership. The overall responsibility for the implementation of all ongoing management and maintenance measures necessary to protect the ecological values of these areas, including pest and weed control, shall belong to the Resident's Society in accordance with the Ecological Management Plan approved and referenced under Attachment 1. </td></tr><tr><td>Lot 1800 (Stage 1 park) Lot 5020 (Stage 2 park)</td><td>Lot 1800 and Lot 5020 will be transferred to the Resident's Society, if it is not vested to Auckland Council.</td></tr></table>		under Attachment 1. The Resident's Society must ensure the public walkways are maintained to a reasonable standard.	Bush covenant areas: Lots 14–17, 76–86, 106–119, 155–167, 229, 251–268, 260–262, 277–279, 303–307, 315–318, 352–359, 471, 610–615, 931–948, 952–958, 999–1023, 1031–1047, 1052–1055, 1057–1058, 1060, 1069–1070, 1215–1216, 1218–1238, 1246–1250, 1269, 1270–1272, 1274–1278, 1401.	The 'bush covenant' areas identified on the scheme plan are to remain in private ownership. The overall responsibility for the implementation of all ongoing management and maintenance measures necessary to protect the ecological values of these areas, including pest and weed control, shall belong to the Resident's Society in accordance with the Ecological Management Plan approved and referenced under Attachment 1.	Lot 1800 (Stage 1 park) Lot 5020 (Stage 2 park)	Lot 1800 and Lot 5020 will be transferred to the Resident's Society, if it is not vested to Auckland Council.	
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Lot 1800 (Stage 1 park) Lot 5020 (Stage 2 park)	Lot 1800 and Lot 5020 will be transferred to the Resident's Society, if it is not vested to Auckland Council.								
<u>Insert: the WWTP, WTP, WWFS and all associated water supply and wastewater network infrastructure throughout the application site.</u> *Expert Panel accepts amendment in red above.									
3.1.13 Resident's Society	48	Membership of the Resident's Society must be compulsory for all owners of lots within the development. This obligation must be secured on the record title at the completion of the relevant sub-stage of the subdivision for each residential and commercial lot, by way of consent notice and covenant in gross favour of the Resident's Society.							
3.1.13 Resident's Society	49	The Consent Holder must provide written evidence to Council that the Resident's Society Constitution includes the following written items: (a) The ownership and management responsibilities of the Resident's Society, including the operation, maintenance, repair and renewal of the Common Infrastructure within the development. This includes the public walkways and associated infrastructure (signage etc.) located within the balance lots, as well as stage 2 park (Lot 5020) if it is not vested to Council;	Amendments relate to paragraphs [62], [71](c), [71](d), [71](g), [71](h), [96](d), and [113](a) of Westlake's s 53 comments.						

		(b) The responsibility of the Resident's Society relating to the ongoing management and protection of the areas identified in the Ecological Management Plan, noting that such responsibilities may be carried out by suitably qualified contractors or third parties, provided that overall responsibility remains with the Resident's Society; (c) Mechanisms for the raising of funds from members to adequately finance the operation, maintenance, repair and renewal of the Common Infrastructure, including any private water and wastewater infrastructure which shall be paid to the utility company; (d) Decision making and dispute resolution requirements; (e) The obligation on the Resident's Society to comply with all resource consents; (f) Provision for the nomination and maintenance of a primary contact person (and alternate, if applicable) for the Resident's Society, including up-to-date contact details to be provided to Council at all times, who shall be authorised to receive and respond to enquiries and complaints from Council in relation to this consent; <u>(xx) In the event that a connection has not been made to the public network in accordance with Condition 12 (general conditions), a warranty that, the Residents' Society and its members, and any operator engaged by the Resident's Society for the WTP, WWTP and WWFS, shall not object to, make a submission against, complain of, or rely on the proximity of the plants as a ground to oppose or constrain existing rural uses or the subdivision, development or residential use of 35 Russell Road or other adjoining Future Urban land, notwithstanding the separation distance between any building on that land and the plant boundary.</u> (g) In the event a connection has not been made to the public network in accordance with Condition 12 (general conditions), mechanisms for the raising of funds from members to adequately finance the consenting, future decommissioning of any on-site wastewater treatment plant, or on-site water take and treatment;	
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		(h) In the event a connection has not been made to the public network in accordance with Condition 12 (general conditions), mechanisms for the raising of funds from members to adequately finance the infrastructure works required to enable future connections to the public water supply and wastewater networks; (i) In the event a connection has not been made to the public network in accordance with Condition 12 (general conditions), mechanisms for the raising of funds from members to adequately finance the payment of future Infrastructure Growth Charges that may be payable to the public water and/or wastewater utility provider; and <u>(xx) Agreement that the performance bond for maintenance costs required by [condition 44A] of the land use consent shall remain in place and continue to be maintained notwithstanding any winding-up of the Consent Holder, by the obligations being transferred to the Residents' Society.</u> <u>(xx) Provide a mechanism to require the Residents' Society to set and collect levies sufficient to meet the operating and renewal obligations and to maintain the sinking fund (with adequacy demonstrated annually to Council) under the Asset Management Plan and the performance bond.</u> <u>(xx) Enable the Residents' Society to be able to enter into and provide for infrastructure-services agreements with, and connection by, adjacent landowners.</u> (j) An education and communication strategy for informing prospective purchasers, new residents, and existing residents of the cat and pest animal prohibition within Stage 2 of the development, including at the point of sale, at settlement, and on an ongoing basis. (k) The responsibility of the Resident's Society for the geomorphology monitoring in accordance with Condition 11 of the stormwater discharge permit (geomorphic monitoring) and Condition 12 of the stormwater discharge permit (stream	
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		stabilisation works), including mechanisms for raising funds if required to satisfy these conditions.	
Public Reticulation Network			
3.1.14 Infrastructure Servicing	50	If a connection to the public water and/or wastewater network is provided in accordance with Condition 12 (general conditions), the Consent Holder must, at no cost to the wastewater utility provider, design and construct connections to the public wastewater reticulation network to service all lots within the relevant stage or sub-stage in accordance with the requirements of the wastewater utility service provider. Certification from the utility provider that works have been satisfactorily undertaken must be provided when applying for a certificate for the relevant stage under section 224(c).	
Private Wastewater Servicing and Water Supply			
3.1.14 Infrastructure Servicing	52	If a connection to the public network is not provided in accordance with Condition 12 (general conditions), then the Consent Holder must design and construct connections to the private water supply and wastewater reticulation networks to service all lots within the relevant stage or sub-stage. Certification that works have been satisfactorily undertaken must be provided when applying for a certificate for the relevant stage under section 224(c).	
3.1.14 Infrastructure Servicing	53	If a connection to the public network is not provided in accordance with Condition 12 (general conditions), then prior to the issue of a section 224(c) certificate, a legal agreement must be prepared and executed between the Consent Holder (or nominated entity) and Auckland Transport to document the terms and conditions that provides the basis for the Consent Holder to reticulate, own and maintain private reticulation pipes that sit within the vested road reserve. <u>The agreement with Auckland Transport is to be binding and incapable of cancellation or expiry for as long as private infrastructure remains in the road reserve (or until the infrastructure transfers to a public supplier).</u>	Amendments relate to new longer term the risk that if the licence is ever cancelled or expires, the network remains lawfully in place and operating.

3.1.14 Infrastructure Servicing	54	If a connection to the public water supply network is not provided in accordance with Condition 12 (general conditions), then prior to the issue of section 224(c) certification for any subdivision stage, the Consent Holder must provide certification from a suitably qualified hydrogeologist and water engineer confirming that: (a) The groundwater take authorised for the development is sufficient to service that stage and all previously completed stages; (b) Adequate residual capacity remains for later stages consistent with the approved staging plan; and (c) The abstraction regime will not compromise the long-term sustainable yield of the source or any minimum performance requirements specified in the groundwater take consent.	These provisions could be improved by requiring the same financial-security, flood-immunity, buffer and enduring-tenure conditions as the wastewater plant; require demonstrated internal network pressures and firefighting flows (SNZ PAS 4509) to Watercare standards.
3.1.14 Infrastructure Servicing	55	Prior to the issue of any section 224(c) certificate within Stage 2 of the development, the Consent Holder must provide evidence that suitable provision has been made for the disposal of wastewater, or a connection can be provided to the public wastewater network in accordance with Condition 12 (general conditions). <u>Suitable provision requires written confirmation from a lawfully authorised receiving facility stating that it has confirmed available capacity and that it will accept a named volume of wastewater until such time as the treatment plant is commissioned and is operational.</u>	Amendments relate to paragraph [96](f) of Westlake's s 53 comments.
Wastewater and Water Supply			
3.2.1 Stage 1A Conditions	74	If a connection to the public wastewater network and/or public water supply networks is not provided in accordance with Condition 12 or Condition 13, the Consent Holder must construct the WWTP and associated reticulation network and/or private water supply and treatment system (as applicable) prior to the first subdivision stage. Evidence must be provided to Council prior to the issue of a section 224(c) certificate for the first subdivision stage.	
Resident's Society			

3.2.2 Section 223 (Survey Plan Approval)	90	The owners of all residential lots must belong to the Resident's Society and must abide by its constitution (or similar documentation) and must pay all monies levied by the Resident's Society for the Common Infrastructure.	
3.3.1 Stage 1B Conditions	110	The owners of all residential lots must belong to the Resident's Society and must abide by its constitution (or similar documentation) and must pay all monies levied by the Resident's Society for the Common Infrastructure.	
3.4.1 Stage 2 Conditions	130	The owners of all residential lots must belong to the Resident's Society and must abide by its constitution (or similar documentation) and must pay all monies levied by the Resident's Society for the Common Infrastructure.	
7.0 Wastewater Discharge Permit (s15 of the RMA)			
7.1 General	1	If a connection to the public network is not provided in accordance with Condition 12 or 13 (general conditions), Conditions 2 - 48 of the wastewater discharge permit will apply for Stage 1 of the development. For the avoidance of doubt, Conditions 2 - 48 of the wastewater discharge permit will not apply if a connection to the public network is provided, or if temporary trucking of untreated wastewater is provided.	
7.1 General	2	The WWTP shall be designed and constructed in general accordance with the "Delmore Water and Wastewater Treatment Plant Design Report" prepared by Apex and approved and referenced under Attachment 1.	
Operational Conditions			
7.3.1 Wastewater Management Plan	11	The site must be operated and managed in accordance with the WMP approved under Condition 1 of the land use consent while the WWTP is operational. During this period: (a) The WMP must be reviewed and updated after 12 months from the date of commissioning of the WWTP, to ensure all components of the WMP are still relevant; (b) The WMP must be kept on site and accessible at all times;	

		(c) The Hazardous Substance Inventory, associated Material Safety Data Sheets, and Spill Response Plan must be kept up to date and maintained onsite at all times; (d) Suitable spill kits must be made available onsite at all times; and (e) The Consent Holder must report all spills over 20 litres, or any discharge of environmentally hazardous substances, including wastewater to the environment, to Council within 24 hours of the spill occurring.	
7.3.2 Discharge Limits	12	During the summer period (December to February) the daily average volume of treated wastewater discharged on site must not exceed a total of 101.5m³/day (as a 3 month rolling average from December to February), made up of an average of: (a) 38.5m³/day to the land infiltration trench; and (b) 63m³/day to land irrigation. The remainder of the treated wastewater must be trucked off-site to be disposed of at an appropriate facility.	
7.2.2 Irrigation Field Design	13	Outside the summer period (March to November), the daily average volume of treated wastewater discharged on site to the irrigation field (or the land infiltration trench, or a combination of both), must not exceed 314m³/day (as a 9-month rolling average from March to November).	
8.0 Air Discharge Permit (s15 of the RMA)			
8.1.1 Odour Management Plan	2	The Consent Holder must prepare and submit to Council a Final OMP for certification. The OMP must incorporate a series of monitoring, management and operational procedures, methodologies and contingency plans, and together must accurately record all information required to comply with the conditions of this consent. The OMP <u>is to be prepared on the basis that the WWTP and the WWFS are a permanent odour generating activities and</u> must be in general accordance with	Amendments relate to paragraphs [96](c) and [96](d) of Westlake's s 53 comments.

		the Draft OMP provided under Condition 1 (general consent conditions) and must include the following: (a) Identification of all point sources for discharges of contaminants into air, including a map and schematic diagram showing the location of each source; (b) Procedures to minimise discharges of contaminants into air (including odour), including details of the inspection, maintenance, monitoring and contingency procedures in place for the wastewater treatment plant and the trucking of untreated wastewater off-site (if required); (c) The operating parameters of odour control equipment and the frequency and scope of the regular checks to be performed on emissions control equipment; including testing of the carbon bed saturation; (d) Procedures for the monitoring of odour, including details of inspection procedures, recording requirements and contingency measures; (e) The identification of staff responsibilities; and (f) The procedures for the receipt, recording and handling of air quality complaints received. <u>(xx) A requirement to impose boundary odour limits assessed against residential criteria at 35 Russell Road; and require continuous emission/odour monitoring with data made available to Council and the landowner of 35 Russell Road.</u>	
8.1.1 Odour Management Plan	3	The OMP must be reviewed on an annual basis and any subsequent changes to the certified OMP must be submitted to the Council for certification prior to implementation. The Council will advise the Consent Holder in writing if any aspects of the OMP are considered to be inconsistent with achieving the provisions of this consent. <u>The annual OMP review must recognise the permanent-operation basis of the WWTP and WWFS and to assess the effects on reasonably foreseeable residential development of the Future Urban land to the south of the site.</u>	

8.1.2 Air Discharge Limits	4	All processes associated with the management of wastewater must be operated, maintained, supervised, monitored and controlled in accordance with the OMP in accordance with Condition 2 of the air discharge permit, to ensure that all emissions authorised by this consent are maintained at the minimum practicable level.	
8.1.2 Air Discharge Limits	5	Discharges of contaminants into air from the site must not cause: (a) Odour that is noxious, dangerous, offensive or objectionable effect beyond the boundary of the site, in the opinion of an enforcement officer; and (b) Visible emissions (other than water vapour/steam or heat haze) that cause a dangerous, offensive or objectionable effect, in the opinion of an enforcement officer. <u>The assessment of whether odour that is noxious, dangerous, offensive or objectionable effect beyond the boundary of the site is to take into account and assess the effects on reasonably foreseeable residential development of the Future Urban land to the south of the site.</u>	Amendments relate to paragraph [96](c) of Westlake's s 53 comments.
8.1.3 Untreated Wastewater to be Taken Off-Site	xx	<u>If untreated wastewater is to be transported and disposed of off-site, the Consent Holder must require the holding-tank and filling-point odour-control systems to be installed, commissioned and independently verified as operational before any raw wastewater is collected, stored, transferred or loaded (not merely before the WWTP commences treatment); require active septicity management and a maximum retention time for stored raw wastewater; require the uphill transfer main and the loading point to be sealed and odour-controlled, with standby power and continuous boundary odour monitoring covering the trucking-only phase.</u> <u>No lots may be occupied until both the proven off-site disposal and the odour control required under these conditions are in place.</u>	
8.1.3 Untreated Wastewater to be Taken Off-Site	6	If untreated wastewater is to be transported and disposed of off-site, the Consent Holder must design and construct an odour control system for air that is displaced from the tankers during filling. The odour control system must be designed so that the discharge will not cause odour that is noxious, dangerous,	

		offensive or objectionable to any residential dwellings <u>and also take into account and assess the effects on reasonably foreseeable residential development of the Future Urban land to the south of the site.</u>	
8.1.3 Untreated Wastewater to be Taken Off-Site	7	If untreated wastewater is to be transported and disposed of off-site, the Consent Holder must design and construct an odour control system for vented emissions from the holding tank. The odour control system must be designed so that the discharge will not cause odour that is noxious, dangerous, offensive or objectionable to any residential dwellings <u>and also take into account and assess the effects on reasonably foreseeable residential development of the Future Urban land to the south of the site.</u>	
8.1.3 Untreated Wastewater to be Taken Off-Site	8	If untreated wastewater is to be transported and disposed of off-site, within one month of the installation of the odour control systems, the Consent Holder must provide to the Council a report from an appropriately qualified person, which verifies that the design and installation of the odour control system has been undertaken in accordance with Conditions 6 and 7.	
8.1.4 Wastewater Treatment Plan	9	If a WWTP is constructed on site, air discharges from solids screening and storage and sludge dewatering and storage must be extracted to an emission control system (including an activated carbon scrubber) and discharged from a stack at least 3m above ground level or the apex height of the nearest building within 20 metres, without obstruction of the vertical discharge of air.	
8.1.4 Wastewater Treatment Plan	10	If a WWTP is constructed on site, within one month of the WWTP commencing treatment, the Consent Holder must provide to the Council a report from a SQEP, which verifies that the design and installation of the WWTP and odour control system (including the odour extraction and treatment system) has been undertaken in accordance with Condition 9.	
8.1.5 Monitoring and Reporting	11	Within 3 months of exercising this resource consent, The Consent Holder must: (a) Operate and maintain a weather station on the site to measure and record the air temperature, wind direction and wind velocity on a continuous basis (at	

		no less than 10-minute intervals). The weather data must be retained for at least the duration of the resource consent; (b) Provide the weather data of any period to Council within 5 days of a request; (c) Locate the weather station on the site in a location which, as far as is practicable, is unaffected by surrounding structures or vegetation or other features for the purpose of ensuring the most accurate measurements as practicable on the site; and (d) Install and operate the weather station in accordance with AS/NZS 3580.14:2014 (Methods for sampling and analysis of ambient air - Meteorological monitoring for ambient air quality monitoring applications).	
8.1.5 Monitoring and Reporting	12	Within two months of the first operation (<u>including any operation or tankering in the commissioning phase</u>) of the Wastewater Treatment Plant and/or commencement of tanker filling activities (whichever occurs first), the consent holder must engage a SQEP to undertake a post-commissioning odour assessment. The assessment must: (a) Include field-based odour observations at and beyond the site boundary under representative operating conditions for both the WWTP and tanker filling activities; (b) Be carried out in general accordance with the Ministry for the Environment's Good Practice Guide for Assessing and Managing Odour (2016); (c) Identify any odour that is, in the opinion of the SQEP, offensive or objectionable beyond the boundary of the site (<u>recognising that whether odour that is noxious, dangerous, offensive or objectionable effect beyond the boundary of the site is to take into account and assess the effects on reasonably foreseeable residential development of the Future Urban land to the south of the site</u>); and (d) Recommend corrective actions where necessary to avoid future odour effects.	Amendments relate to paragraph [96](g) of Westlake's s 53 comments.

		Within 20 working days of completing the assessment, the consent holder must provide the odour assessment report to the Council and implement any corrective actions identified in the report within the timeframe specified by the SQEP.	
8.1.5 Monitoring and Reporting	13	The Council must be notified as soon as practicable in the event of any significant discharge to air, which results or has the potential to result in a breach of air quality conditions or adverse effects on the environment. The following information must be supplied: (a) Details of the nature of the discharge including any wind conditions as recorded under condition 11 during the incident timeframe; (b) An explanation of the cause of the incident; and (c) Details of remediation action taken.	
8.1.5 Monitoring and Reporting	14	All air quality complaints that are received must be recorded and if requested by Council, provided to Council within one working day of the complaint. The recorded complaint details must include: (a) The date, time, location and nature of the complaint; (b) The name, phone number and address of the complainant, unless the complainant elects not to supply these details; (c) Weather conditions, including wind speed and direction, at time of the complaint; and (d) Any remedial actions undertaken.	