

Land Use Consent
Pursuant to the Resource Management Act 1991
a resource consent is hereby granted by the
Taranaki Regional Council

Name of
Consent Holder: Opunake Power Limited

Decision Date: 15 March 2022

Commencement Date: 5 April 2022

Conditions of Consent

Consent Granted: To dam the Waiaua River with a 4.5 metre high concrete weir and to use the weir and the associated intake to provide water to Opunake hydroelectric power scheme

Expiry Date: 1 June 2047

Review Date(s): June 2024 and 3-yearly intervals thereafter

Site Location: South Road, SH45, Opunake

Grid Reference (NZTM) 1674584E-5632125N

Catchment: Waiaua

*For General, Standard and Special conditions
pertaining to this consent please see reverse side of this document*

Doc# 3016781-v1

General condition

- a. The consent holder shall pay to the Taranaki Regional Council (the Council) all the administration, monitoring and supervision costs of this consent, fixed in accordance with section 36 of the Resource Management Act 1991.

Special conditions

1. This consent authorises the damming of a Waiaua River with the concrete weir structure that existed at the date of the application for this consent and generally as described in that application. In the case of any contradiction between the application and the conditions of this consent, the conditions of this consent shall prevail.
2. The consent holder shall maintain the structure in a safe and sound state such that:
 - (a) It does not fall into a state of disrepair and continues to function effectively for the purpose it was designed; and
 - (b) Its structural integrity is maintained.
3. The consent holder shall ensure that upstream and downstream passage is provided past the weir and intake structure for trout and native fish in all their life stages.

Advice Note: compliance with condition 3 will be subject to the outcome of conditions 4 and 5.

4. Within 6 months of the commencement of this consent the consent holder shall prepare a 'fish passage report and monitoring programme' (the 'monitoring programme') and provide it to the Chief Executive, Taranaki Regional Council for review and certification. The purpose of the monitoring programme shall be to determine whether the weir, intake structure and the Scheme generally is a barrier (both upstream and downstream) to fish passage. It shall include (but not be limited to):
 - (a) identifying fish species (and their life stages) likely to be present and for which passage must be provided;
 - (b) details of how fish passage is provided;
 - (c) details of how fish passage is hindered;
 - (d) details of how flows (including attractant flows) and water levels will be managed to facilitate fish passage;
 - (e) undertaking an initial fish survey, at a time to be specified, that assesses the adequacy (i.e. the likely proportion of successful passage) of fish passage;
 - (f) preparing an initial fish passage report, at a time to be specified, that presents the results of the initial fish survey and makes conclusions and recommendations that address the following matters as a minimum:
 - (i) the efficacy of facilitating fish passage by managing flows and water levels;
 - (ii) options for improving fish passage;
 - (iii) proposed timing, and reasons for that timing, for implementing fish passage improvements; and
 - (iv) further fish surveys and reporting that monitor fish passage; and
 - (g) a summary of comments made by mana whenua and key stakeholders (including Taranaki iwi, Fish and Game NZ and Department of Conservation) after receiving a draft of the monitoring programme, and how the draft programme was modified following receipt of those comments.

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The consent holder shall provide a copy of this final monitoring programme and any subsequent report under this condition to Te Kahui o Taranaki Trust, Fish and Game NZ and Department of Conservation.

5. The consent holder shall implement any certified monitoring programme established in accordance with condition 4 above.
6. Within 24 months of the commencement date of this consent, the consent holder shall engage a suitably qualified and experienced person, approved by the Chief Executive, Taranaki Regional Council, to prepare a Site Exit Plan (SEP) which details how the site is going to be safely reinstated at the end of its life. A bond is required under condition 7, in relation to performance of the SEP.

The SEP shall address, but is not necessarily limited to, the following matters:

- (a) removal of the weir while recognising any effect that may have on the stability of the SH45 bridge;
- (b) removal of any other structures in a river or lake bed;
- (c) timeframes for undertaking the activities identified in (a) and (b) above;
- (d) estimates of costs of reinstating the site; and
- (e) a recommended initial bond quantum. Note this recommendation is not final, and is subject to the process set out at condition 7(d)(i)- (iii) below.

The first time the SEP is drafted it shall be submitted for approval to the Chief Executive, Taranaki Regional Council, acting in a certification capacity.

The SEP shall be reviewed by a suitably qualified and experienced person approved by the Chief Executive, Taranaki Regional Council, and submitted to the Chief Executive, Taranaki Regional Council for re-approval at 10-yearly intervals. The consent holder shall implement the approved SEP upon expiry of this consent or any subsequent necessary consents that may be obtained for the activity.

7. Within 24 months of the commencement date of these consents, the consent holder shall enter into an enforceable written agreement (bond agreement) to provide and maintain in favour of the Taranaki Regional Council, a cash bond or bank bond pursuant to sections 108(2)(b) and 108A of the Resource Management Act, on terms and conditions satisfactory to the Taranaki Regional Council in all respects.

The following terms apply in respect of the bond:

- (a) the bond quantum shall be sufficient to ensure compliance with condition 6 above in the event of any default by the consent holder;
- (b) any bank bond shall be in a form used by a bank registered to conduct business in New Zealand and approved by the Taranaki Regional Council;

- (c) the bond agreement shall include the terms and conditions on which the bond will be established, maintained, changed, transferred or surrendered. In the event of the Taranaki Regional Council not agreeing with the consent holder on the terms of the bond agreement, then the dispute shall be resolved through an agreed disputes resolution process or referred to arbitration;
- (d) the initial bond quantum shall be determined as follows:
 - (i) Upon preparing the SEP, and in accordance with condition 6(d) and (e) above, a suitably qualified and experienced person (approved by the Chief Executive of the Taranaki Regional Council) who has been engaged by the consent holder shall make a recommendation as to the initial bond quantum;
 - (ii) The Taranaki Regional Council will then engage a suitably qualified and experienced person to peer review the bond quantum recommended under condition 6(e); and
 - (iii) In the event of the consent holder and the Taranaki Regional Council not reaching an agreement on the initial bond quantum, it shall be assessed by an independent bond assessor appointed by the Taranaki Regional Council, and the decision of that person will be final and binding.
- (e) the bond quantum may be reviewed and reassessed every two years from the date the initial bond quantum is lodged until a date two years after the date on which these consents have been given effect to. The purpose of the adjustment is to reflect changes in the risk profile of the activity at the site. After that, the bond quantum may be reviewed and reassessed by the consent holder and the Taranaki Regional Council at five yearly intervals for the duration of these consents. The method of review must follow the same procedure set out in condition 7(d) above.
- (f) the bond terms and quantum may also be varied or cancelled or renewed at any other time by agreement between the consent holder and the Taranaki Regional Council using the methodology described in condition 7(d);
- (g) if at any time the amount of the bond is varied under conditions 7(e) or 7(f), then the consent holder shall, within five (5) working days of the replacement bond agreement being executed, put in place a new bond for the varied amount or the additional amount required in excess of the existing bond;
- (h) if the consent is transferred to another party or person, the bond lodged by the transferor shall be retained by the Taranaki Regional Council until a replacement bond is entered into by the transferee to ensure compliance with conditions of the consents unless condition 6 has already been complied with;
- (i) at all times the consent holder shall comply with the terms of the bond or varied bond;
- (j) the consent holder shall reimburse the Taranaki Regional Council for all reasonable costs incurred in developing the bond agreement and any subsequent reviews or reassessments;
- (k) for the avoidance of doubt, the bond agreement may provide for the bond to be held after the expiry of these consents if the SEP is not given effect to and condition 6 not complied with.

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8. In accordance with section 128 and section 129 of the Resource Management Act 1991, the Taranaki Regional Council may serve notice of its intention to review, amend, delete or add to the conditions of this resource consent by giving notice of review within 90 days of receiving a report on fish passage prepared in accordance with condition 4 above. The purpose of any review is to ensure that the conditions are adequate to ensure fish passage past the weir and intake.
9. In accordance with section 128 and section 129 of the Resource Management Act 1991, the Taranaki Regional Council may serve notice of its intention to review, amend, delete or add to the conditions of this resource consent by giving notice of review during the month of June 2024 and 3-yearly intervals thereafter, for the purpose of ensuring that the conditions are adequate to deal with any adverse effects on the environment arising from the exercise of this resource consent, which were either not foreseen at the time the application was considered or which it was not appropriate to deal with at the time.

Signed at Stratford on 15 March 2022

For and on behalf of
Taranaki Regional Council



A D McLay
Director - Resource Management