

ANNEXURE B

**BAY OF PLENTY REGIONAL COUNCIL**

**Resource Consent 65979**

**Consent Holder:** Bay of Plenty Regional Council (Rivers and Drainage Group)

**Address:** PO Box 364  
Whakatane

**Resource consent to:**

- (i) Use and maintain a control structure, being the Okere Control Gates, at the outlet of Lake Rotoiti; and
- (ii) Dam the outlet of Lake Rotoiti, being at or about map reference NZMS 260 U15039485; and
- (iii) Artificially control the water levels in Lake Rotoiti; and
- (iv) Discharge water from Lake Rotoiti to the Kaituna River through the Okere Control Gates.

**Conditions attaching to Resource Consent 65979**

**1. PROCEED IN ACCORDANCE WITH APPLICATION, EXCEPT AS MODIFIED BY CONDITIONS**

The Proposal shall proceed in accordance with the Application, including:

- i. The Resource Consent Application and Assessment of Environmental Effects for the Okere Gates and Ohau Channel Weir prepared by Opus international Consultants Limited, referenced as 289030.07, dated September 2010, including all appendices attached to the Application.
- ii. The further information entitled *Resource Consents 65979 and 65980: Consent Structures and Operating Levels for Lake Rotorua and Rotoiti – Response to s92 Request dated 23 September 2010*, prepared by the Project Manager, Okere Gates and Ohau Weir Consent Project dated 22 October 2010, including all appendices.

except as modified by the conditions set out in this consent.



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## **2. PURPOSE**

To allow for the continued use of the Okere Gates control structure on the bed of the Kaituna River at the outlet of Lake Rotoiti and to control the water level of Lake Rotoiti with the objective of minimising water level fluctuations on Lake Rotoiti.

## **3. LOCATION**

The structure shall be located at the outlet to Lake Rotoiti as shown in BOPRC plan numbers RC65979/1 (BOPCC K 4294 sheet number 1/22), RC65979/2 (BOPCC K 4294 sheet number 6/22), RC65979/3 (BOPCC K 4294 sheet number 7/22), RC65979/4 (BOPCC K 4294 sheet number 9/22), RC65979/5 (BOPCC K 4294 sheet number 16/22) and RC65979/6 (BOPCC K 4294 sheet number 18/22).

## **4. MAP REFERENCE**

The structure shall be located at or about map reference NZMS 260 U15 039 485.

## **5. OKERE GATES CONTROL STRUCTURE**

The existing control structure shall be retained. It shall consist of:

5.1 A concrete dam structure incorporating three radial control gates.

5.2 Gate opening sill level 277.526 m above Moturiki Datum.

All levels shall be relative to the Rotorua Fundamental Benchmark Survey 1997.

## **6. STRUCTURE AND MAINTENANCE**

6.1 The Consent holder shall maintain the control structure in accordance with the requirements of the Rivers and Drainage Group Asset Management Plan (AMP). The Consent holder shall monitor the control structure for erosion and structural damage on a regular basis, maintain a record of such inspections and repair actions and make that record available for inspection by the Chief Executive of the Bay of Plenty Regional Council or delegate within 24 hours of a written request being made to review it.

6.2 The consent holder shall repair any structural or erosion damage to the Okere Arm lake edges or Kaituna River banks within 30 metres of the Okere Gates caused by the exercise of this consent. The repair shall be undertaken within 10 working days of the consent holder becoming aware of any damage or repair required.



## 7. LAKE ROTOITI LEVEL MANAGEMENT

### Operational Management Plan

- 7.1 Within one month of the commencement of this consent, the consent holder shall submit an Operational Management Plan to the Chief Executive of the Bay of Plenty Regional Council or delegate.
- 7.2 The Operational Management Plan shall contain details of the procedures that shall be implemented for the operation of the Okere Gates in accordance with the conditions of this resource consent, and as a minimum, shall address the following matters:
- a) A description of how the structure operates;
  - b) The methods and guidelines for achieving the following:
    - i the distribution of lake levels contained in the Lake Rotoiti Operational Strategy as set out in Condition 7.4 of this consent;
    - ii the Okere Gates settings required to manage the levels of Lake Rotoiti for each month of the year; and
    - iii. any relevant other methods and/or guidelines for achieving compliance with the target lake level ranges set out in Condition 7.4 of this consent.
  - c) Procedures for 'flushing' of the Ohau Channel, including details of service of notice to the community regarding the timing and duration of 'flushing';
  - d) Plans of the Okere Gates control structure;
  - e) A description of routine inspection and maintenance procedures to be undertaken with respect to the Okere Gates;
  - f) A description of monitoring, including location of water level monitoring devices and record keeping of all monitoring;
  - g) A description of methods to address potential public and site personnel safety issues associated with the operation of the Okere Gates , including subsequent changes in levels for Lake Rotoiti and flows in the Kaituna River (which may include use of signage, electronic media and establishing and maintaining a text messaging database).
  - h) A description of procedures for reporting on the operation of the Okere Gates, with particular regard to the requirements of this consent and the target lake level ranges and flows to the Bay of Plenty Regional Council and key stakeholder groups;
  - i) A description of how any difficulties or unforeseen circumstances affecting the successful operation of the Okere Gates and lakes levels will



be reported to the Bay of Plenty Regional Council and key stakeholder groups, and how such difficulties or circumstances will be addressed.

- 7.3 The Operational Management Plan may be reviewed and updated by the consent holder from time to time. The consent holder shall provide a copy of the reviewed and updated Operational Management Plan to the Chief Executive of the Bay of Plenty Regional Council or delegate.

### Operational limits

- 7.4 The control structure shall be operated in accordance with an Operational Management Plan as provided in Condition 7.1 above, subject to the following restrictions:
- a. The Okere Gates control structure shall be operated so that the minimum lake level is no less than RL279.00m (to Moturiki Datum) and the maximum lake level is no greater than RL 279.40m (to Moturiki Datum).
  - b. Subject to Condition 7.4(h), the water level of Lake Rotoiti shall be maintained within the following target ranges for the specified percentages of the year:
    - i. RL 279.05m to 279.25m (to Moturiki Datum) for at least 91% of the time for each calendar year, and distributed as follows:
      - (a) RL 279.00m to RL 279.10m (to Moturiki Datum) for between 10% and 15% of the time for each calendar year and shall only occur between 1 May and 30 September with a minimum level that is limited by a straight line from RL 279.10m on 1 May to RL 279.00m on 1 July and from RL 279.00m on 1 September to RL279.10m on 30 September as shown on the schematic of the *Lake Rotoiti Operational Envelope* referenced as BOPRC Plan Number 65979/7.
      - (b) RL279.10m to RL279.20m (to Moturiki Datum) for between 70% and 85% of the time for each calendar year; and
      - (c) RL 279.20m to RL 279.25m (to Moturiki Datum) for between 5% and 10% of the time for each calendar year, subject to Condition 7.4(d) below.
  - c. The water level of the lake may be above 279.25 for up to 5% of the time for each calendar year and only as a result of extreme rainfall events.
  - d. After 12 months of the exercise of this consent, the consent holder may undertake a decremental variation of the time spent above RL 279.20m to between 0% and 5% of the time for each calendar year, if that is considered by the consent holder to be an appropriate mitigation measure to address groundwater issues at Hinehopu as provided for in condition 14 of this consent.



- e. If, as a result of extreme weather, the target range set out in Condition 7.4(b) cannot be achieved, the lake level shall be controlled within the minimum and maximum levels set out in Condition 7.4(a) of this consent.
- f. Except in the circumstances described in 7.4(g), flow rates from the Okere Gates shall not drop below:
  - i. A 6 hourly average flow of  $7.9\text{m}^3/\text{s}$ ; and
  - ii. A seven-day rolling average flow of  $9.84\text{m}^3/\text{s}$ .
- g. Flows may only drop below the flow rates specified in 7.4(f) in extreme droughts or when the Okere Gates are closed as a result of an emergency.
- h. Maintaining minimum flows specified in Condition 7.4(f) shall take precedence over maintaining minimum lake levels set out in Condition 7.4(b).
- i. During the operation of the Okere Gates, the 6 hourly average outflow of water through the gates must be equal to, or greater than the 6 hourly average inflow of water from the Ohau Channel.
- j. When operating the Okere Gates, ramping rates for opening and closing the gates shall be as follows, except when the flow rate falls below  $15\text{m}^3/\text{s}$  as specified in condition 7.4(k):
  - i. when opening the gates (i.e. increasing flows), a maximum flow increment of  $10\text{m}^3/\text{s}$  in any one hour period; and
  - ii. when closing the gates (i.e. decreasing flows):
    - (a) a maximum flow decrement of  $5\text{m}^3/\text{s}$  in any one hour period when operating the Okere Gates below  $30\text{m}^3/\text{s}$ ; and
    - (b) a maximum flow decrement of  $10\text{m}^3/\text{s}$  in any one hour when operating the Okere Gates at or above  $30\text{m}^3/\text{s}$ .
- k. Except in the circumstances described in condition 7.4(g), the maximum ramping rates for the Okere Gates when the flow rate falls below  $15\text{m}^3/\text{s}$  shall be a maximum increment or decrement of  $4\text{m}^3/\text{s}$  in any 6 hour period.
- l. Subject to compliance with conditions 7.4 (a) to 7.4(k), the consent holder shall operate the Okere Gates so as to provide recreational flows for rafting and kayaking in the Kaituna River. The magnitude and duration of the recreational flows shall be determined by the consent holder following consultation with the RTALOLG established under condition 11.1 of this consent.

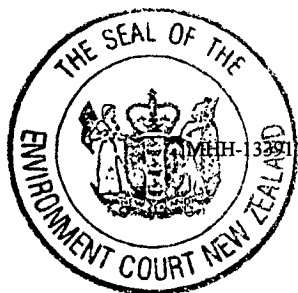


## 8. LAKE LEVEL MONITORING

- 8.1 For the purpose of this condition “lake level” shall mean lake level as recorded by eliminating the effect of wave action.
- 8.2 The consent holder shall monitor the lake level of Lake Rotoiti to an accuracy of +/- 10mm at the Bay of Plenty Regional Council’s Okawa Bay level gauge. Levels shall be relative to Moturiki Datum and the Rotorua Fundamental survey benchmark.
- 8.3 The consent holder shall maintain a continuous record of lake level readings with any changes to data annotated and available on request by the Chief Executive of the Bay of Plenty Regional Council, or delegate, for consent monitoring purposes.

## 9. OHAU KI ROTOITI KAITIAKI GROUP

- 9.1 Within three months of the commencement of this consent, the consent holder shall facilitate the establishment of the Ohau ki Rotoiti Kaitiaki Group by invitation to each of the following (or their successors):
  - a. Ngati Pikiao;
  - b. Te Arawa Lakes Trust; and
  - c. Other relevant Tangata Whenua having an interest in the Ohau Channel and Lake Rotoiti for the purposes of s.6(e) of the Resource Management Act 1991 and listed in Schedule 1 to this consent.
- 9.2 The purpose of the Ohau ki Rotoiti Kaitiaki Group is to:
  - a. Facilitate discussion and free flow of information between the consent holder and the kaitiaki of Lake Rotoiti, Lake Rotorua, and the Ohau Channel on the environmental and cultural effects of the activities authorised by this consent;
  - b. Facilitate discussion and free flow of information with the Okere ki Kaituna Kaitiaki Group;
  - c. To develop a Rotoiti Cultural Management Plan;
  - d. To receive and discuss monitoring reports that the consent holder is required to produce under the conditions of this consent;
  - e. To provide recommendations to the consent holder and the Regional Council on the environmental and Maori cultural effects of the activities authorised by this consent;
  - f. To discuss any other relevant matters that may be agreed by the Ohau ki Rotoiti Kaitiaki Group; and



- g. To enable monitoring, by Tangata Whenua, of the environmental and cultural effects of the activities authorised by this consent as identified in the Rotoiti Cultural Management Plan.
- 9.3 Notwithstanding any other condition in this consent, the consent holder shall, at least once per calendar year, convene a meeting with representatives of the Bay of Plenty Regional Council and Tangata Whenua parties identified in Condition 9.1 to discuss any matter relating to the exercise and monitoring of this consent.
- 9.4 The consent holder shall provide a written invitation to the members of the Ohau ki Rotoiti Kaitiaki Group at least 10 working days before the proposed meeting is to be held.
- 9.5 The meeting required by Condition 9.3 need not occur if the Ohau ki Rotoiti Kaitiaki Group, or all of the Tangata Whenua parties listed in Condition 9.1, advise the Bay of Plenty Regional Council that the meeting is not required.
- 9.6 The consent holder shall keep minutes of the meetings held in accordance with Condition 9.3 and shall forward them to all attendees and to the Regional Council.
- 9.7 The meetings required by condition 9.3 shall be held at a convenient location as agreed by the Ohau ki Rotoiti Kaitiaki Group. The meetings shall as far as practicable take place on the same day and at the same venue as the meetings held by the Okere ki Kaituna Kaitiaki Group under condition 10 of this consent and the Liaison Group under condition 11 of this consent. The costs of the meeting (not including costs relating to attendees) shall be borne by the consent holder.
- 9.8 The meetings shall discuss any recommendations in the Rotoiti Cultural Management Plan and matters relevant to the purpose of the Ohau ki Rotoiti Kaitiaki Group.

#### **Rotoiti Cultural Management Plan**

- 9.9. Subject to the formation of the Ohau ki Rotoiti Kaitiaki Group, the consent holder will facilitate the development of a Rotoiti Cultural Management Plan to enable it to be produced by the Ohau ki Rotoiti Kaitiaki Group within three years of the commencement of this consent. The Rotoiti Cultural Management Plan may include, but shall not be limited to, the following objectives:
- a. Identifying historical cultural practices which occurred along the Ohau Channel and Lake Rotoiti based on historic data and oral history, prior to the introduction of the Okere Control Gates and Ohau Weir.
  - b. Identifying the environmental and cultural impacts on tangata whenua resulting from the operation of the Okere Control Gates and Ohau Weir, including for example any impacts on the health and well being of the Ohau Channel and Lake Rotoiti, impacts on kai resources or access to



waahi tapu resulting from the operation of the Okere Control Gates and Ohau Weir;

- c. Identifying improvements, including by way of lake management options or environmental restoration programmes, to address the environmental and cultural impacts and/or enable cultural practices to continue, where they have been affected by the operation of the Okere Control Gates and Ohau Weir;
  - d. Identifying areas for members of the Tangata Whenua groups listed in Condition 9.1 to undertake or be involved in any environmental monitoring or research to be undertaken in accordance with any conditions of this resource consent;
  - e. Provide recommendations to the consent holder in relation to the above matters and in relation to:
    - (i) Access to waahi tapu;
    - (ii) Lakeshore beach restoration;
    - (iii) Additional monitoring of beach erosion or native fishery resources;
    - (iv) The results of any surveys undertaken by Tangata Whenua on kai resources in Lake Rotoiti; and
    - (v) Any maps, data or other information regarding cultural or archaeological sites that the Ohau ki Rotoiti Kaitiaki Group considers appropriate to provide to the consent holder.
- 9.10 The consent holder shall if requested provide technical assistance where appropriate and all relevant information held by the consent holder to the Ohau ki Rotoiti Kaitiaki Group as necessary to enable the Ohau ki Rotoiti Kaitiaki Group to develop and produce the Rotoiti Cultural Management Plan.
- 9.11 Once developed, a copy of the Rotoiti Cultural Management Plan shall be provided to the consent holder, the Chief Executive of the Bay of Plenty Regional Council or delegate and the Rotorua Te Arawa Lakes Operational Liaison Group.
- 9.12 Once developed, the Ohau ki Rotoiti Kaitiaki Group and the consent holder shall meet to discuss and consider the recommendations in the Rotoiti Cultural Management Plan. In the event that any of the recommendations in the Rotoiti Cultural Management Plan can be implemented without the need for a review of this resource consent, the consent holder shall give genuine consideration to implementing those recommendations to the extent practicable.
- 9.13 The consent holder shall facilitate a review by the Ohau ki Rotoiti Kaitiaki Group of the Rotoiti Cultural Management Plan every fifth year after the completion of the initial Rotoiti Cultural Management Plan, if considered





appropriate by the Ohau ki Rotoiti Kaitiaki Group. Conditions 9.9 to 9.12 shall apply to a review of the Rotoiti Cultural Management Plan.

- 9.14 The Ohau ki Rotoiti Kaitiaki Group referred to in this consent constitutes the same Kaitiaki Group referred to in Bay of Plenty Regional Council Resource Consent No. RC65980 and all meetings and actions arising out of conditions of this consent with respect the Ohau ki Rotoiti Kaitiaki Group and those in Bay of Plenty Regional Council Consent No. RC65980 are to be carried out together and as part of the same process.

## **10. OKERE KI KAITUNA KAITIAKI GROUP**

- 10.1 Within three months of the commencement of this consent, the consent holder shall facilitate the establishment of the Okere ki Kaituna Kaitiaki Group by invitation to each of the following (or their successors):

- a. Tapuika;
- b. Te Arawa Lakes Trust; and
- c. Other relevant Tangata Whenua having an interest in the Kaituna River for the purposes of s.6(e) of the Resource Management Act 1991 and listed in Schedule 1 to this consent.

- 10.2 The purpose of the Okere ki Kaituna Kaitiaki Group is to:

- a. Facilitate discussion and free flow of information between the consent holder and the kaitiaki of the Kaituna River on the environmental and cultural effects of the activities authorised by this consent;
- b. Facilitate discussion and free flow of information with the Ohau ki Rotoiti Kaitiaki Group;
- c. To develop a Kaituna Cultural Management Plan;
- d. To receive and discuss monitoring reports that the consent holder is required to produce under the conditions of this consent;
- e. To provide recommendations to the consent holder and the Regional Council on the environmental and Maori cultural effects on the Kaituna River of the activities authorised by this consent;
- f. To discuss any other relevant matters that may be agreed by the Okere ki Kaituna Kaitiaki Group; and
- g. To enable monitoring, by Tangata Whenua, of the environmental and cultural effects of the activities authorised by this consent as identified in the Kaituna Cultural Management Plan.

- 10.3 Notwithstanding any other condition in this consent, the consent holder shall, at least once per calendar year, convene a meeting with representatives of the Bay of Plenty Regional Council and Tangata Whenua parties identified in

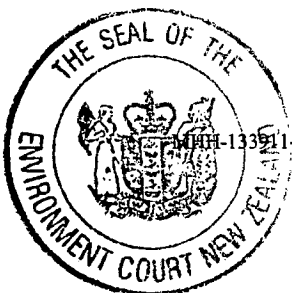


Condition 10.1 to discuss any matter relating to the exercise and monitoring of this consent.

- 10.4 The consent holder shall provide a written invitation to the members of the Okere ki Kaituna Kaitiaki Group at least 10 working days before the proposed meeting is to be held.
- 10.5 The meeting required by Condition 10.3 need not occur if the Okere ki Kaituna Kaitiaki Group, or all of the Tangata Whenua parties listed in Condition 10.1, advise the Bay of Plenty Regional Council that the meeting is not required.
- 10.6 The consent holder shall keep minutes of the meetings held in accordance with Condition 10.3 and shall forward them to all attendees and to the Regional Council.
- 10.7 The meetings required by condition 10.3 shall be held at a convenient location as agreed by the Okere ki Kaituna Kaitiaki Group. The meetings shall as far as practicable take place on the same day and at the same venue as the meetings held by the Ohau ki Rotoiti Kaitiaki Group under condition 9 of this consent and the Liaison Group under condition 11 of this consent. The costs of the meeting (not including costs relating to attendees) shall be borne by the consent holder.
- 10.8 The meetings shall discuss any recommendations in the Kaituna Cultural Management Plan and matters relevant to the purpose of the Okere ki Kaituna Kaitiaki Group.

#### **Kaituna Cultural Management Plan**

- 10.9 Subject to the formation of the Okere ki Kaituna Kaitiaki Group, the consent holder will facilitate the development of a Kaituna Cultural Management Plan to enable it to be produced by the Okere ki Kaituna Kaitiaki Group within three years of the commencement of this consent. The Kaituna Cultural Management Plan may include, but shall not be limited to, the following objectives:
  - a. Identifying historical cultural practices which occurred along the Kaituna River based on historic data and oral history, prior to the introduction of the Okere Control Gates.
  - b. Identifying the environmental and cultural impacts on tangata whenua resulting from the operation of the Okere Control Gates, including for example any impacts on the health and well being of the Kaituna River, impacts on kai resources or access to waahi tapu resulting from the operation of the Okere Control Gates;
  - c. Identifying improvements, including by way of gate management options or environmental restoration programmes, to address the environmental and cultural impacts and/or enable cultural practices to continue, where they have been affected by the operation of the Okere Control Gates;



- d. Identifying areas for members of the Tangata Whenua groups listed in Condition 10.1 to undertake or be involved in any environmental monitoring on the Kaituna River or research to be undertaken in respect of the Kaituna River in accordance with any conditions of this resource consent;
  - e. Provide recommendations to the consent holder in relation to the above matters and in relation to:
    - (i) Access to waahi tapu;
    - (ii) Kaituna River restoration;
    - (iii) The results of any surveys undertaken by Tangata Whenua on kai resources in Kaituna River; and
    - (iv) Any maps, data or other information regarding cultural or archaeological sites that the Okere ki Kaituna Kaitiaki Group considers appropriate to provide to the consent holder.
- 10.10 The consent holder shall if requested provide technical assistance where appropriate and all relevant information held by the consent holder to the Okere ki Kaituna Kaitiaki Group as necessary to enable the Okere ki Kaituna Kaitiaki Group to develop and produce the Kaituna Cultural Management Plan.
- 10.11 Once developed, a copy of the Kaituna Cultural Management Plan shall be provided to the consent holder, the Chief Executive of the Bay of Plenty Regional Council or delegate and the Rotorua Te Arawa Lakes Operational Liaison Group.
- 10.12 Once developed, the Okere ki Kaituna Kaitiaki Group and the consent holder shall meet to discuss and consider the recommendations in the Kaituna Cultural Management Plan. In the event that any of the recommendations in the Kaituna Cultural Management Plan can be implemented without the need for a review of this resource consent, the consent holder shall give genuine consideration to implementing those recommendations to the extent practicable.
- 10.13 The consent holder shall facilitate a review by the Okere ki Kaituna Kaitiaki Group of the Kaituna Cultural Management Plan every fifth year after the completion of the initial Kaituna Cultural Management Plan, if considered appropriate by the Okere ki Kaituna Kaitiaki Group. Conditions 10.9 to 10.12 shall apply to a review of the Kaituna Cultural Management Plan.
- 11. ROTORUA TE ARAWA LAKES OPERATIONAL LIAISON GROUP**
- 11.1 Within three months of the commencement of this consent the consent holder shall facilitate the establishment of a Rotorua Te Arawa Lakes Operational Liaison Group ("RTALOLG") for the purpose of:



- a. Facilitating discussion and free flow of information between the consent holder and the community on the operations and environmental effects of the activities authorised by this consent;
  - b. Providing feedback on the effects of the implementation of the Operational Management Plan; and
  - c. Providing a forum to seek community input into resolving any difficulties in achieving the target lake level ranges set out in this consent and the Operational Management Plan referred to in Condition 7.1 of this consent.
- 11.2 Within six months of the commencement of this consent, and following the establishment of the RTALOLG, the consent holder shall submit to the Chief Executive of the Bay of Plenty Regional Council, or delegate, a Rotorua Te Arawa Lakes Operational Liaison Group terms of reference (TOR). The TOR shall be developed in consultation with the RTALOLG.
- 11.3 The RTALOLG TOR shall detail the procedures for the establishment and ongoing involvement of the RTALOLG and shall, as a minimum, address the following matters:
- a. The location and frequency of meetings of the RTALOLG (to take place in Rotorua at least annually in the first three years of the commencement of the consent and thereafter at least every third year);
  - b. The parties to be invited to participate in the RTALOLG, including but not limited to at least one representative of the following (or their successors, if appropriate):
    - Te Arawa Lakes Trust;
    - Ngati Pikiao;
    - Tapuika;
    - Other relevant Tangata Whenua;
    - Kaituna Catchment Control Scheme;
    - Rotorua District Council;
    - Lake Rotoiti Community Association Incorporated;
    - Rotorua Lakes Community Board;
    - Department of Conservation;
    - Tamatea Street Ratepayers Association;
    - Fish and Game;
    - The commercial rafting/kayaking community; and
  - c. Meeting procedures, including arrangements for election of a chair and definition of procedures;



- d. The nature of information to be provided to the RTALOLG including copies and summaries of the reports and complaints register required in accordance with conditions of this resource consent; and
  - e. Procedures for reporting the outcomes of RTALOLG to the consent holder and the Chief Executive of the Bay of Plenty Regional Council or delegate.
- 11.4 Any changes to the RTALOLG terms of reference that occur as a result of consultation with the RTALOLG shall be provided in writing by the consent holder to the Chief Executive of the Bay of Plenty Regional Council or delegate.
- 11.5 The Rotorua Te Arawa Lakes Operational Liaison Group referred to in this consent may constitute the same group referred to in Bay of Plenty Regional Council Resource Consent No. RC65980 and all meetings and actions arising out of conditions of this consent with respect the Rotorua Te Arawa Lakes Operational Liaison Group and those in Bay of Plenty Regional Council Consent No. RC65980 may be carried out together and as part of the same process.

## 12. MITIGATION WORKS

- 12.1 Within 6 months of the commencement of this consent, the consent holder shall, subject to obtaining the written approval of the Rotorua District Council, install a flapgate on the outlet of stormwater culvert that discharges to the Ohau Channel, subject to the design of the flapgate being approved by the Chief Executive of the Bay of Plenty Regional Council, or delegate. The flapgate is to be designed to prevent water from the Ohau Channel entering the stormwater culvert. Once installed the flapgate shall be maintained by the consent holder in good working order.
- 12.2 Within 12 months of the commencement of this consent, the consent holder shall, subject to obtaining the written consent of the affected landowner/s, construct earth bunding at low lying properties located adjacent to the Ohau Channel in accordance with the Application and as updated in Memorandum dated 25 November 2010 from Robbin Britton. Where the bund crosses existing open drains, flapgates shall be installed to prevent water from the Ohau Channel entering the drains. Once installed the flapgates shall be maintained by the consent holder in good working order.
- 12.3 Within 6 months of the commencement of this consent, the consent holder shall, subject to obtaining the written consent of the landowner, apply herbicide for a maximum width of 2.0m to the landward side of beaches at Hinehopu and Ruato Bay with the objective of widening the beaches. There shall be no direct discharge of herbicide to Lake Rotoiti and the consent holder shall remove any dead vegetation resulting from the application of the



herbicide. The application of herbicide shall occur at least annually thereafter, for the duration of this consent.

### **13. FLUSHING – OHAU CHANNEL**

- 13.1 Subject to condition 13.5, flushing of the Ohau Channel shall be carried out once a year between 1 May and 30 September as provided for and subject to the distribution in condition 7.4(b)(i)(a) and subject to condition 7.4(i). Flushing shall be undertaken by controlling Lake Rotoiti levels to fall to a level of RL 279.00m and be held at that level until rainfall allows a return to RL 279.10m.
- 13.2 The consent holder shall arrange monitoring, at appropriate location and intervals (to be determined following consultation with Fish and Game New Zealand and the consent authority), of the flow velocity in the Ohau Channel between 1 May and 30 June and again between 1 October and 30 November for each year for the duration of this consent. The purpose of this monitoring is to determine any effects of the flush on the velocities within the Ohau Channel.
- 13.3 The consent holder shall provide the results of the monitoring required by condition 13.2 to the consent authority, Fish and Game New Zealand and the Ohau ki Rotoiti Kaitiaki Group by 31 October each year for the duration of this consent.
- 13.4 Prior to carrying out any flushing of the Ohau Channel, the consent holder shall give a minimum of 48 hours' notice to the public of their intention to carry out the flushing, the expected duration of the flush and the anticipated levels of Lake Rotoiti during the flush. Such notice shall be given in accordance with the methods set out in the Operational Management Plan referred to in Condition 7.1 of this consent.
- 13.5 Flushing shall not occur if a warning has been issued by the Medical Officer of Health in relation to cyanobacteria levels for Lake Rotorua, Lake Rotoiti or the Kaituna River in accordance with the Ministry for the Environment Interim New Zealand Guidelines for Cyanobacteria in Recreational Fresh Waters.

### **14. HINEHOPU INVESTIGATION**

- 14.1 Within 3 months of the commencement of this consent, groundwater monitoring shall be undertaken in Tamatea Street, Hinehopu. Groundwater monitoring shall:
  - a. Be carried out for a minimum period of 12 months. Following this period of groundwater monitoring, the monitoring results shall be analysed by the consent holder and submitted to the Chief Executive of the Bay of Plenty Regional Council, or delegate. If it is determined by the Chief Executive



of the Bay of Plenty Regional Council, or delegate, that the results do not represent typical years in terms of regional climate and the range of recorded lake levels, then monitoring shall continue for a further year.

- b. Groundwater monitoring shall be carried out using 15-minute interval automatic groundwater recorders at 48 Tamatea Street, Hinehopu as specified in Section 5.7 of the '*Preliminary Groundwater Study of Tamatea Street, Hinehopu, Lake Rotoiti*' prepared by Robbin Britton and dated November 2010.
  - c. The consent holder shall monitor the groundwater levels to an accuracy of +/- 20mm. Levels shall be relative to Moturiki datum and the Rotorua Fundamental Benchmark.
- 14.2 The consent holder shall prepare a report on the results of the groundwater monitoring by a suitably qualified and independent expert in the field of groundwater analysis. The report shall, at a minimum, include the following information:
- a. A map showing the locations of groundwater monitoring;
  - b. A record of the groundwater levels and relative lake levels;
  - c. An analysis of the correlation between the lake levels and groundwater.
- 14.3 If the report concludes that there is a correlation between the levels of the lake and the groundwater levels at Hinehopu, then within six months of the completion of the report the consent holder shall develop a recommended programme of works designed to mitigate any adverse effects of the elevated lake levels on the use and enjoyment of the dwellings in Tamatea Street, Hinehopu. The recommended programme of mitigation works shall be developed in consultation with the RTALOG, the Ohau ki Rotoiti Kaitiaki Group and affected landowners. The recommended programme of mitigation works shall be submitted to the Chief Executive of the Bay of Plenty Regional Council, or delegate.
- 14.4 The consent holder shall thereafter implement the recommended programme of mitigation works, subject only to the need to gain any necessary further resource consents for the works and any timing constraints occasioned by Local Government Act funding obligations.

## 15. ANNUAL REPORTING

- 15.1 By 31 August each year for the term of this consent the consent holder shall provide a report to the Chief Executive of the Bay of Plenty Regional Council or delegate, the Rotorua Te Arawa Lakes Operational Liaison Group and the Ohau ki Rotoiti Kaitiaki Group setting out:



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- a. the actual distribution of lake levels compared to the target distribution;
- b. the actual flows rates of the Okere Gates compared to the minimum flow rates;
- c. any difficulties experienced by the consent holder in achieving the target lake level ranges and minimum Okere Gate flow rates;
- d. a summary of any consultation undertaken with stakeholders in accordance with Conditions 9, 10, 11 and 14 of this consent;
- e. a summary of any investigations undertaken as a result of complaints about the adverse effects of lake levels;
- f. methods for how any difficulties in achieving target lake level ranges and Okere Gate minimum flows have and will be resolved and how any complaints about the adverse effects of lake levels have been responded to; and
- g. methods proposed to resolve any issues that may have arisen including operational difficulties, water quality, and extreme weather events, and any changes required to the Operation Management Plan

## 16. ACCESS

- 16.1 The consent holder shall maintain foot access across the Okere Gates control structure.

## 17. REVIEW

- 17.1 The Bay of Plenty Regional Council may, annually in the month of September, serve notice of its intention to review any conditions of this consent under s.128 of the Resource Management Act 1991 for purposes of dealing with any adverse effect on the environment which may arise from the exercise of the consent and which is appropriate to deal with at a later stage.

- 17.2 The purposes of this review may include, but are not be limited to:

- a. To modify the lake level regime or minimum flows specified in condition 7.4 of this consent;
- b. To modify any required monitoring/reporting and/or specify additional monitoring/reporting and/or change the monitoring/reporting frequency required to address any identified adverse effects;
- c. To assess, and if necessary to resolve, any identified adverse effects arising as a result of the exercise of this consent.





### **Cultural Management Plan review**

- 17.3 The Bay of Plenty Regional Council may, within 3 months of receiving the Rotoiti Cultural Management Plan in accordance with Conditions 9.11 or 9.13 or the Kaituna Cultural Management Plan in accordance with Conditions 10.11 or 10.13 or receiving a written request from the Ohau ki Rotoiti Kaitiaki Group or the Okere ki Kaituna Kaitiaki Group, serve notice of its intention to review any conditions of this consent under s.128 of the Resource Management Act 1991 for the purposes of dealing with any adverse environmental or cultural effects on the environment identified in the Rotoiti Cultural Management Plan or Kaituna Cultural Management Plan.
- 17.4 In deciding whether to exercise its discretion under condition 17.3 the Bay of Plenty Regional Council shall have particular regard to the recommendations contained in the Rotoiti Cultural Management Plan and / or the Kaituna Cultural Management Plan as the case may be.
- 17.5 The purposes of any review under condition 17.3, which may be the same or separate reviews at the consent authority's discretion, may include, but are not limited to:
- a. Implementing any of the recommendations contained in the Rotoiti Cultural Management Plan and / or the Kaituna Cultural Management Plan;
  - b. The matters listed in Condition 16.2 (a)-(c).
- 17.6 For the avoidance of doubt, any review pursuant to Condition 16.3 may impose further or additional review conditions for the purpose of ensuring the adequacy of the conditions in avoiding, remedying or mitigating the cultural and spiritual effects of the activities authorised by this consent and to amend the conditions or add further conditions if necessary.

### **18. TERM OF CONSENT**

- 18.1 This consent shall expire 35 years from the date this consent was granted.

#### Advice Notes

1. *The Chief Executive of the Regional Council or delegate as referred to in this consent is the person responsible for monitoring and enforcing compliance with the conditions of this consent.*
2. *Any notification or reporting required to be made to the Chief Executive of the Regional Council or delegate under this consent shall be e-mailed to [notify@envbop.govt.nz](mailto:notify@envbop.govt.nz).*
3. *This consent does not authorise the holder to modify or disturb any archaeological or historic sites within the area affected by this consent.*



*Should any artifacts, bones or any other sites of archaeological or cultural significance be discovered within the area affected by this operation, written authorisation should be obtained from the Historic Places Trust before any damage, modification or destruction is undertaken.*

- 4. The consent holder is advised that non-compliance with consent conditions may result in enforcement action against the consent holder and/or their contractors.*
- 5. The consent holder is responsible for ensuring that all contractors carrying out works under this consent are made aware of the relevant consent conditions, plans and associated documents.*
- 6. The works described in Condition 12.2 shall be undertaken in accordance with the consent holder's existing streamcare consent 64684.*
- 7. The works described in Condition 12.3 shall be undertaken as a permitted activity in accordance with Rules 21(e) and (f) of the Bay of Plenty Regional Water and Land Plan.*
- 8. Tapuika Iwi Authority, which has the right to representation on the Okere ki Kaituna Kaitiaki Group and Operational Liaison Groups referred to in conditions 10 and 11, is in negotiations with the Crown in relation to its Treaty of Waitangi Claim concerning interests in the Kaituna River. Any outcome of those negotiations may contain provisions which affect this consent.*

