



**THE NATIONAL DEVELOPMENT (NEW ZEALAND
SYNTHETIC FUELS CORPORATION LIMITED)
ORDER 1982**

DAVID BEATTIE, Governor-General

ORDER IN COUNCIL

At the Government Buildings at Wellington this 8th day of March 1982

Present:

THE RIGHT HON. R. D. MULDOON PRESIDING IN COUNCIL

WHEREAS by the National Development Order 1981* the provisions of the National Development Act 1979 were applied to the following private works:

The construction and operation by or on behalf of New Zealand Synthetic Fuels Corporation Limited, a duly incorporated company having its registered office in Wellington, of a plant for the production of synthetic petroleum at Motunui, North Taranaki, and associated facilities, being—

- (a) Two methanol plants;
- (b) A methanol to petroleum plant;
- (c) A cooling tower;
- (d) Plant utilities, including three flare stacks and associated works;
- (e) Storage tanks and pipelines;
- (f) Water and wastewater treatment facilities and other drainage and sewerage works, both temporary and permanent;
- (g) An electrical substation with associated transmission lines;
- (h) General storage, maintenance, administration, and amenity facilities; and
- (i) Roading (both within the site and to provide access from existing roads to the site), fencing, landscaping, and ancillary site works.

And whereas the Governor-General in Council in applying the provisions of that Act to those private works considered that they together constitute a private work that is a major work likely to be in the national interest and considered that—

- (a) The work is essential for the purposes of—
 - (i) The orderly production, development, and utilisation of New Zealand's resources; and
 - (ii) The development of New Zealand's self-sufficiency in energy; and
 - (iii) The major expansion of import substitution; and
- (b) It is essential a decision be made promptly as to whether or not the consents sought in respect of that work should be granted:

And whereas the Minister of National Development has referred the application of that company to the Planning Tribunal for an inquiry, report, and recommendation:

And whereas the Planning Tribunal has completed its inquiry and has prepared and submitted its written report and recommendations to the Minister of National Development:

And whereas the Governor-General in Council has taken into account that report and those recommendations and has further considered the criteria set out in section 3 (3) of the National Development Act 1979:

Now, therefore, pursuant to section 11 of the National Development Act 1979, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby makes the following order.

ORDER

1. Title and commencement—(1) This order may be cited as the National Development (New Zealand Synthetic Fuels Corporation Limited) Order 1982.

(2) This order shall come into force on the day after the date of its notification in the *Gazette*.

2. Interpretation—In this order, unless the context otherwise requires,—

“Council” means the Clifton County Council:

“Grantee” means New Zealand Synthetic Fuels Corporation Limited, a duly incorporated company having its registered office in Wellington:

“Regional Water Board” means the Taranaki Catchment Commission and Regional Water Board.

3. Places where plans may be inspected—A copy of every plan referred to in this order shall be kept at the office of—

- (a) The Commissioner of Works at Wellington; and
- (b) The Council at Waitara; and
- (c) The Regional Water Board at Stratford.

4. Work declared to be of national importance—It is hereby declared that the construction and operation by or on behalf of the grantee

of a plant for the production of synthetic petroleum at Motunui, North Taranaki, and associated facilities, being—

- (a) Two methanol plants;
- (b) A methanol to petroleum plant;
- (c) A cooling tower;
- (d) Plant utilities, including three flare stacks and associated works;
- (e) Storage tanks and pipelines;
- (f) Water and wastewater treatment facilities and other drainage and sewerage works, both temporary and permanent;
- (g) An electrical substation with associated transmission lines;
- (h) General storage, maintenance, administration, and amenity facilities; and
- (i) Roading (both within the site and to provide access from existing roads to the site), fencing, landscaping, and ancillary site works—

and being the works described in clause 2 of the National Development Order 1981*, together constitute a work of national importance.

5. Consents granted—The following consents are hereby granted to the grantee:

- (a) An exception to the provisions of the Council's operative district scheme pursuant to section 74 of the Town and Country Planning Act 1977, in terms of and subject to the conditions set out in the Second Schedule hereto, to permit—

- (i) The use of the land described in the First Schedule hereto for a synthetic petroleum plant and for related and ancillary purposes (excluding the storage of liquefied petroleum gas):

- (ii) The construction and operation on that land of a synthetic petroleum plant and related buildings, structures, and facilities, generally in accordance with plan 4/640/2/3004/1, including—

- (A) Two methanol plants;
- (B) A methanol to petroleum plant;
- (C) A cooling tower;
- (D) Plant utilities, including 3 flare stacks and associated facilities;
- (E) Tank storage;
- (F) Water and wastewater treatment facilities, settling ponds, and other drainage and sewerage works, both temporary (during construction) and permanent;
- (G) An electrical substation with associated transmission lines;
- (H) General storage, maintenance, administration, and amenity facilities; and
- (I) Roading (both within the site and to provide access from existing roads to the site), fencing, landscaping, and ancillary site works:

- (b) Pursuant to section 21 (3) of the Water and Soil Conservation Act 1967, the right for a period of 27 years from the date of commencement of this order to take from the Waitara River—

- (i) A maximum of 370 litres per second of water when the flow of that river is greater than 2600 litres per second as measured at the Bertrand Road gauging station:

- (ii) A maximum of 350 litres per second of water when the flow of that river, as so measured, is 2600 litres per second or less—
on the eastern bank of the river between grid references N109 822933 and N109 833925 (NZMS 1), subject to the conditions, restrictions, and prohibitions set out in the Third Schedule hereto:
- (c) Pursuant to section 21 (3) of the Water and Soil Conservation Act 1967, the right for a period of 10 years from the date of commencement of this order to discharge into the Tasman Sea treated effluent, namely a maximum of 40 litres per second of process effluent and a maximum of 30 litres per second of contaminated stormwater, from a marine outfall extending offshore from the end of Epiha Road at a bearing between 20 degrees east of true north and 10 degrees west of true north, with the first diffuser port located at or beyond a line between grid reference 185765 east and 402165 north and grid references 186480 east and 402340 north, New Zealand (North) National Yards Grid, subject to the conditions, restrictions, and prohibitions set out in the Fourth Schedule hereto:
- (d) Pursuant to section 21 (3) of the Water and Soil Conservation Act 1967, the right for a period of 30 years from the date of commencement of this order to discharge uncontaminated stormwater from the land described in the First Schedule hereto into the western extremities of the Waihi Stream and other stream catchments between grid references N109 837996 and N109 858996 (NZMS 1), subject to the conditions, restrictions, and prohibitions set out in the Fifth Schedule hereto:
- (e) Pursuant to section 21 (3) of the Water and Soil Conservation Act 1967, the right for a period from the date of commencement of this order until the 31st day of December 1985 to discharge stormwater runoff from silt retention ponds on the land described in the First Schedule hereto into the Waihi Stream and other stream catchments between grid references N109 837996 and N109 858996 (NZMS 1), subject to the conditions, restrictions, and prohibitions set out in the Sixth Schedule hereto:
- (f) Pursuant to section 21 (3) of the Water and Soil Conservation Act 1967, the right for a period from the date of commencement of this order until the 31st day of December 1985 to take and discharge natural water from the land described in the First Schedule hereto, in the process of foundation or site dewatering during the construction of the grantee's plant, into the Waihi Stream and other stream catchments between grid references N109 837996 and N109 858996 (NZMS 1), subject to the conditions, restrictions, and prohibitions set out in the Seventh Schedule hereto:
- (g) Pursuant to section 31 of the Clean Air Act 1972, approval of the construction of the works described in paragraph (a) of this clause, subject to the conditions set out in the Eighth Schedule hereto:

- (h) Pursuant to section 46 of the Historic Places Act 1980, authority to destroy, damage, or modify archaeological sites on the land described in the First Schedule hereto, other than those sites known as N99/94, N99/96, and N99/100, subject to the conditions set out in the Ninth Schedule hereto.

SCHEDULES

FIRST SCHEDULE

DESCRIPTION OF LAND

ALL that land containing 156.1940 hectares, more or less, being 2B 3A1, 2B 3A2, 2B 3A3B, 2B 3A3A, part 2B3A, 2B 2B2, 2B 2A2B, 2B1, 2C1C, 2C1B, and 2C1A Ngatirahiri Block, Section 3, Block I, Waitara Survey District, and part 2F, part 2D, 2H, part 2G, and 2E Ngatirahiri Block, and being all of the land described in certificates of title 136/39, 160/200, 252/76, F1/1205, 115/108, 103/83, 103/161, 115/175, A1/437, 115/736, B2/422, C1/528, 91/191, 91/185, 91/184, and D4/596 (Taranaki Registry).

SECOND SCHEDULE

Clause 5 (a)

CONDITIONS

Interpretation

In this Schedule, unless the context otherwise requires,—

“Commencement of construction” means the time at which any physical construction works, including earthworks on the site, are commenced; and includes, where construction is to be undertaken in several stages, the commencement of the physical works relevant to each separate stage:

“Commissioning of the plant” means the end of a period of testing and production, such period for the purposes of these conditions to be not greater than 6 months following the date of first production of methanol or gasoline at the plant:

“Grantee” means New Zealand Synthetic Fuels Corporation Limited and its successors in title; and includes the operator for the time being of the plant on the site:

“Plant” means the synthetic petroleum plant and related buildings described in clause 5 (a) of this order:

“Security fence” means a vertical 2.74 metres high fence consisting of a 2.44 metres high link fence topped with 3 strands of barbed wire on an extension arm for an additional 0.3 metres height:

“Site” means the land described in the First Schedule to this order, being also the land marked A on plan 4/640/2/3004/2:

Words defined in the Council’s district scheme have the meanings so defined.

SECOND SCHEDULE—*continued**General Conditions*

These conditions are to be complied with in every case by and at the expense in all respects of the grantee as a continuing obligation unless otherwise specifically stated.

1. This consent shall lapse on the 31st day of December 2008.
2. The layout of the plant shall be generally as shown on plan 4/640/2/3004/1. Where there is conflict between this condition and any other specific condition hereof, that other condition shall prevail. The height of the plant and buildings shall be generally as shown on the elevations described in the application. Final plans showing plant layout and height to the satisfaction of the Council shall be submitted by the grantee to the Council, and shall incorporate such amendments to layout and height as may be necessary to comply with these conditions.
3. The related and ancillary purposes permitted shall be limited to those uses which are directly necessary to the proper and safe functioning of the synthetic petrol plant and shall not include any by-product processing or other processing not explicitly described in the application, and shall not include any electricity substation other than an electrical substation owned and operated by the grantee.
4. Plans supplied to the Council to comply with condition 2 shall clearly and separately specify—
 - (a) The area of the site to be physically occupied by the plant;
 - (b) The location of the security fence related to the plant;
 - (c) The type of fence to be erected along the exterior road boundaries;
 - (d) The areas of the site to be held as buffer areas.
5. The site shall be maintained by the grantee in a neat, tidy, and safe condition to the satisfaction of the Council.
6. Location of Buildings and Other Structures:
 - (a) Yards:

All buildings and other structures, except fences, on the site shall be located not less than 50 metres from the boundaries of the site and all security fences shall be located not less than 20 metres from the frontage of the site to State Highway 3 and Epiha Road, and from the top of the escarpment adjoining the Tasman Sea. The Council may allow such reduction of those distances as it may consider desirable to achieve satisfactory layout and landscape works about the main entrance to the site.
 - (b) Land Stability:

Except as permitted by condition 7, no buildings or other structure, except fences, may be erected within 55 metres of the toe of the escarpment adjoining the Tasman Sea, such siting of buildings or other structures to be defined by a plan of survey to be prepared by the grantee, and a copy of this plan to be submitted to and approved in writing by the Council before commencement of construction.
7. Works carried out by the grantee on or across the escarpment adjoining the Tasman Sea shall be so located and constructed as to minimise damage to vegetation on the escarpment and to prevent

SECOND SCHEDULE—*continued*

accelerated erosion. Any such works shall be so located, constructed, and maintained that they will remain stable and fully functional, notwithstanding any erosion in the area, to the satisfaction of the Council.

8. The grantee shall permit the Council or its agents to have access to the site at all reasonable times for the purpose of ensuring compliance with these conditions, and for those purposes shall permit the Council or its agents access to the records of the grantee in respect thereof.

9. In the event of any breach by the grantee of any one or more of these conditions which breach is not remedied within 7 days of written notification of that breach being given by the Council to the grantee, the grantee shall forthwith after expiry of that period specified in the notice suspend such part or parts of its operations on the site as effect or cause such breach until such breach has been rectified.

Operation Conditions

10. The grantee shall provide for permanent access to the site only from State Highway 3 and generally as shown on plan 4/640/2/3004/1 and as approved by the National Roads Board, except that any secondary access may be provided from a county road if its location and design is first approved by the Council, and if the full cost of providing the access is met by the grantee.

11. Noise:

(a) Operational Noise Level:

The grantee shall use and operate the plant and related and ancillary activities on the site in such a manner as to ensure that at any notional boundary, the corrected noise level based on measurements made at the locations specified on plan 4/640/2/3004/3 and at such other locations as may become necessary, shall not exceed the following:

7.00 p.m. to 7.00 a.m.—43 dBA L_{10}

7.00 a.m. to 7.00 p.m.—53 dBA L_{10}

(b) Noise Report:

The grantee shall forward to the Council not later than 3 months after commissioning of the plant a noise report from an acoustic consultant accepted by the Council. This report shall detail noise levels measured at the monitoring locations shown on plan

(c) Noise Monitoring:

Weather permitting, the grantee shall monitor at the times specified below the noise levels generated by its operations.

This monitoring shall be at intervals of not more than 7 days for the first 3 months after commissioning of operation of the plant or until the provisions of this condition are satisfied, whichever is the longer, and thereafter at intervals not greater than 6 weeks.

All information obtained from such monitoring shall be made available to the Council on request.

Monitoring of noise levels shall be conducted at the points marked A and B on plan 4/640/2/3004/3.

SECOND SCHEDULE—*continued*

(d) Measurements:

The noise levels referred to in this condition shall be measured and assessed in accordance with the requirements of New Zealand Standards 6801:1977 "Methods of Measuring Noise" and 6802:1977 "Assessment of Noise in the Environment".

The noise shall be measured with a sound level meter complying at least with the International Standard IEC651 Sound Level Meter Type 1.

All evaluations of the noise of the plant during the first three months shall be based upon the average of L_{10} levels assessed for 5 minute periods during tape recorded samples in accordance with the said New Zealand Standard 6801:1977.

(e) Definition of Notional Boundary (for the purposes of this condition and of condition 21):

"Notional boundary" means a line 20 metres from any wall of any occupied residence not owned by the grantee, and 20 metres from the position of any wall of the residences marked on plan 4/640/2/3004/3 irrespective of ownership, occupancy, or continued existence of those residences as so marked, and excluding the residence at present erected on Lot 1, D.P. 10081, certificate of title C1/1527, and known as the Bidois residence.

(f) In the event of the grantee becoming the owner of the Bidois residence, whether in fee simple or by agreement for sale and purchase, the levels referred to in clause 11 (a) shall be amended to 45 dBA L_{10} and 55 dBA L_{10} respectively.

(g) Non-Routine Maintenance:

During periods of non-routine maintenance activity the noise resulting from that activity shall be governed by conditions 21 and 22 as though that activity were a construction activity.

12. The grantee shall so operate and manage the plant that no major flaring is undertaken during the hours between 7.00 p.m. and 7.00 a.m. except in emergency or during start-up and shut-down of the plant.

13. The grantee shall so construct, lay out, and manage the plant that any leakages, spillages, and other liquid discharges shall be caught and collected for any necessary treatment prior to discharge.

14. The grantee shall erect a security fence in accordance with condition 6 (a) and the plan submitted under condition 4, such fence to be completed prior to the commissioning of the plant and to be maintained by the grantee to the satisfaction of the Council throughout the period specified in condition 1 hereof.

15. The grantee shall ensure that all solid wastes, including chemicals, catalysts, and dewatered sludge, are rendered safe before any off-site disposal.

16. The grantee shall ensure that any part of the site to which the public has admittance is adequately lighted. Such lighting, together with all other lighting installed as part of or in association with the plant, shall use luminaires of such a type and so installed that, so far as is reasonably practicable, no direct lighting shall fall on any land outside the security

SECOND SCHEDULE—*continued*

fence, provided however that this condition shall not prevent the grantee installing such lighting external to the security fence at locations, such as visitor and employee car parking, as is necessary for security reasons.

17. Landscaping:

- (a) The site shall be landscaped and planted by the grantee within 5 years of this consent coming into effect or before commissioning of the plant, whichever is the earlier, or at such later time as the Council may approve in writing; such landscaping and planting to be carried out in accordance with a plan to be submitted to and approved in writing by the Council before any landscape work commences.
- (b) The grantee shall maintain all planting, grassed areas, and earthworks undertaken to implement the landscape plan in a neat, tidy, and healthy condition to the satisfaction of the Council.
- (c) The landscape plan shall include landscape works between the adjoining road formations and the security fence.

18. The grantee shall provide, on site, a parking area to accommodate all of the requirements of the operations workforce, such parking area to provide not less than one car parking space for every 1.5 of the maximum number of persons present on the site at any one time. All roadways, hard standing, and parking areas shall be formed, graded, drained, and sealed to the satisfaction of Council.

19. The grantee, in consultation with the Council or its agent, shall carry out a study to the satisfaction of the Council of the patterns of drift and fallout of the aerial emissions from the cooling tower within a period of 12 months from the date of commissioning of the plant.

Construction Conditions

20. The grantee shall progressively remove topsoil before it is disturbed by construction activity from areas of the site likely to be affected by plant construction, and such topsoil shall be separately stored for redistribution, restoration, or landscape works on any area affected by construction of the plant, but shall not be removed from the site without the prior consent of the Council. Provided however, that removal of topsoil shall not be required where the grantee proposes in implementing the landscape plan approved under condition 17(a) hereof to place topsoil on existing unaffected topsoil.

The grantee shall take all reasonable care to avoid water erosion of exposed earthworks. All topsoil stockpiles and sloping earth surfaces where the surface has been disturbed shall be vegetated by the grantee immediately upon their formation.

21. During the construction stage, site works shall be undertaken in such a manner to minimise transport of dust beyond the boundary of the grantee's premises by—

- (a) Progressive cutting of overburden followed by backfilling with aggregate; and
- (b) Water spraying or otherwise treating areas liable to generate excessive dust through truck or other machinery movements or by wind action; and

SECOND SCHEDULE—*continued*

- (c) Delineating areas, other than actual construction areas, to be used as roads, access ways, and parking areas to limit the extent of truck and machinery movements and to reduce areas requiring dust-control measures to a minimum; and
- (d) Sealing or otherwise treating haulage roads, accessways, and parking areas to minimise the generation of dust; and
- (e) Sweeping or washing sealed surfaces to keep such surfaces relatively free of accumulated deposits liable to dry out; and
- (f) Limiting truck and machinery speeds; and
- (g) Covering, shielding, or treating the surface of stockpiles of soil, sand, or other materials containing fines liable to be winnowed by wind.

22. Open burning, when necessary, shall only be undertaken during south-easterly, southerly, and south-westerly wind directions, and material burned shall be as dry as practicable.

23. Construction Noise:

- (a) In conducting its construction activities upon the site during both construction of the plant and during operation, the grantee shall to the satisfaction of the Council adopt measures that minimise noise. Before commencement of construction the grantee shall notify the Council of the major noise-producing activities to be undertaken and of the major equipment involved, together with a statement of the measures to be taken to achieve the requirements of this condition.
- (b) The grantee shall ensure that all construction activities, both during construction of the plant and during operation, shall be so conducted that noise levels resulting from that activity do not exceed the following limits as measured at any notional boundary; and those construction activities shall be undertaken only during the hours permitted under condition 24 hereof:

Corrected noise level ...	...	65 dBA
L maximum ...	...	80 dBA
- (c) The noise levels shall be measured and assessed in accordance with draft New Zealand Standard DZ 6803/ed "The Measurement and Assessment of Noise from Construction, Maintenance, and Demolition Work" dated September 1981, but on any subsequent declaration of that draft or any amended draft as a standard specification, the noise levels shall be measured and assessed in accordance with the standard specification. The noise shall be measured with a sound level meter complying at least with the International Standard IEC 651 (1979) Sound Level Meter Type 1.
- (d) Definitions specified in condition 11 (e) above shall apply. "L maximum" means the maximum A-weighted fast response sound level indicated.

24. Working hours during all plant construction operations, other than delivery of major plant components to the site or minor testing or analytical activity that require night working, shall be limited to the hours between 7.00 am and sunset or 7.00 pm whichever is the later, Monday to Saturday inclusive. Any extension to those times shall be of a temporary nature and must have the prior approval of the Council, which approval shall not be unreasonably withheld.

SECOND SCHEDULE—*continued**General*

25. The grantee shall provide sufficient on-site vehicle stacking areas to ensure safe vehicle entry, exit, and manoeuvring to and from the site.

26. The historic sites and urupa recorded by the Historical Places Trust and identified by references N99/93, N99/94, N99/96, and N99/100, shall be located and securely fenced before any construction activity is undertaken on the site, and shall be so identified that it is clear to workers on the site that the sites must not be disturbed. Such sites shall be maintained in a neat and tidy condition to the satisfaction of the Council.

27. The grantee shall provide, on site, a temporary parking area to provide for car and bus parking to meet all the requirements of the construction and management workforce during construction of the plant.

28. Details of all vehicle parking and access areas to be established on site during construction, together with an indication as to how they are to be graded, formed, drained, and surfaced, shall be submitted by the grantee to the Council; and the Council's written approval shall be obtained prior to commencement of construction. All such works shall be undertaken and maintained in accordance with that approval and all such areas shall also be maintained in a manner which minimises dust generation to the satisfaction of the Council.

29. The existing hedge adjoining State Highway 3 shall be preserved and maintained by the grantee in a neat and tidy condition as a screen during the construction period, provided however, that this condition shall not apply in cases where parts of the hedge require removal in order to obtain appropriate and safe access to the site.

30. A plan outlining the overall staging of proposed earthworks to be undertaken on the site shall be submitted to the Council by the grantee prior to the commencement of any earthworks. This plan shall be progressively supplemented by such further plans of proposed earthworks as the Council may request. All such plans referred to above shall be accompanied by a description of measures which the grantee will adopt in order to minimise erosion and disturbance to archaeological sites. All such earthworks shall be undertaken to the satisfaction of the Council.

31. Stormwater: Any stormwater originating from process or tankage areas or areas where the level of contamination or likely contamination is significant, shall be retained in the stormwater holding pond for treatment and discharged via the marine outfall.

 THIRD SCHEDULE

Clause 5 (b)

CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

1. The grantee of the right shall keep such records as may reasonably be required by the Regional Water Board and shall, if so requested, supply this information to the Regional Water Board. Further, the grantee shall, at his own expense, if the Regional Water Board so requests, install such measuring devices as are considered reasonably necessary by the Regional Water Board for the keeping of such records.

THIRD SCHEDULE—*continued*

2. The right is granted subject to the Regional Water Board or its servants or agents being permitted access at all reasonable times for the purpose of carrying out inspections and measurements in connection with the right.

3. The right may be cancelled by notice in writing to the grantee by the Regional Water Board if the grantee has not made substantial progress towards exercising the right within 3 years of the date of the grant of the right.

4. The right may be terminated by the Regional Water Board upon not less than 12-months' notice in writing to the grantee if, in the opinion of the Regional Water Board, the public interest so requires; but without prejudice to the right of the grantee to apply for a further right in respect of the same matter.

5. The grantee shall supply to the Regional Water Board for the approval of the Manager plans and specifications of all works associated with the exercise of the right, showing that the special conditions of the right are able to be met. Prior to approval procedures, pre-consultation on techniques and methods shall take place between the grantee and the Regional Water Board and where there is dispute as to the techniques or methods of implementing an approval, the matter shall be referred for independent arbitration, the arbitration to be conducted in such a manner as the Regional Water Board and the grantee may agree upon, or failing agreement, in accordance with the Arbitration Act 1908. Such arbitration procedure shall not apply to the final approval by the Regional Water Board.

6. The design and maintenance of any works relating to the right shall be to a standard adequate to meet the conditions of the right, so that neither the works nor the exercise of the right is likely to cause damage to any property or injury to any person.

7. The full reasonable costs incurred by the Regional Water Board when carrying out supervision, certification, and approval procedures shall be met by the grantee.

8. Before carrying out any of the conditions involving monitoring, and prior to the commencement of any programme, the Regional Water Board and the grantee shall confer to enable an agreement to be reached between the Regional Water Board and the grantee on the said programme, provided that if any dispute arises concerning the matters dealt with in this condition, the dispute shall be referred to an independent arbitrator to be mutually agreed upon, the arbitration to be conducted in such a manner as the Regional Water Board and grantee may agree upon or, failing agreement, in accordance with the Arbitration Act 1908, subject to the Regional Water Board being able to monitor without prior agreement with the grantee in the case of emergencies.

9. Subject to clause 8 above, the full reasonable costs incurred by the Regional Water Board or its authorised agents when carrying out monitoring relating to the right shall be met by the grantee.

10. Subject to clause 8 above, the full reasonable costs of monitoring relating to the right required by the Regional Water Board and carried out by the grantee shall be met by the grantee.

THIRD SCHEDULE—*continued*

11. Subject to clause 8 above, the standards, techniques, and methods of monitoring of the right shall be to the specific approval of the Manager of the Regional Water Board.

12. These general conditions shall not detract in any way from the special conditions hereinafter mentioned.

13. There shall be a review by the grantee and Regional Water Board of all conditions, restrictions, and prohibitions every 5 years, and if as a result of this review the grantee or the Regional Water Board require any variation, a joint application shall be made pursuant to section 15 (1) of the National Development Act 1979, provided that if the parties agree, then the variation procedures shall be pursuant to section 24B of the Water and Soil Conservation Act 1967.

SPECIAL CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

14. The grantee shall continuously record the abstraction rate (by a method with an error of no more than 5 percent) and supply records of raw and processed data, including water quality analysis to the Regional Water Board at monthly intervals or on demand.

15. The grantee shall install a metering system or procedure, to the satisfaction of the Manager of the Regional Water Board, whereby the abstraction may be modified during periods when the river flow is less than 2600 litres per second to conform to the consent.

16. The grantee shall contribute 50 percent of the full operating cost of the Bertrand Road gauging station subject always to the provision that if other major industrial concerns abstract from the river, the 50 percent shall be shared on a pro rata basis between the abstractors.

17. The grantee shall submit plans of the intake structure and its location to the Regional Water Board for approval by the Manager 3 months before construction is to commence.

18. The intake structure from the river shall be designed to minimise disturbance to the stability of the bed and banks of the river channel, both at low flows and design flood levels. The intake structure shall be so designed, constructed, maintained, and modified as to minimise the entrapment of fish.

19. Any remedial works for the correction of river channel or bank stability problems in the lower Waitara River which are directly attributable to the intake structure or to any other work undertaken in the intake channel in connection with the construction or operation of the intake structure, shall be the responsibility of the grantee.

20. Any river correction work undertaken by, or on behalf of, the grantee in fulfillment of clause 19 above shall be carried out to the satisfaction of the Manager of the Regional Water Board.

21. The grantee shall co-operate in a long-term study on reducing the impact of abstractions on the Waitara River during periods of low flow.

22. The grantee shall, within 1 year of the commissioning of the plant, provide to the Regional Water Board a detailed analysis of the plant's water needs and its utilisation of water.

THIRD SCHEDULE—*continued*

23. The grantee shall undertake, at the direction and supervision and to the satisfaction of the Regional Water Board, an immediate study to determine the practicability of installing storage facilities to supplement the water requirements of the plant during periods of low flows in the Waitara River, such a study to be completed within 1 year of the date of this order or within such further period as the Regional Water Board may determine.

Clause 5 (c)

FOURTH SCHEDULE

CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

1. The grantee of the right shall keep such records as may reasonably be required by the Regional Water Board and shall, if so requested, supply this information to the Regional Water Board. Further, the grantee shall, at his own expense, if the Regional Water Board so requests, install such measuring devices as are considered reasonably necessary by the Regional Water Board for the keeping of such records.

2. The right is granted subject to the Regional Water Board or its servants or agents being permitted access at all reasonable times for the purpose of carrying out inspections and measurements in connection with the right.

3. The right may be cancelled by notice in writing to the grantee by the Regional Water Board if the grantee has not made substantial progress towards exercising the right within 3 years of the date of the grant of the right.

4. The right may be terminated by the Regional Water Board upon not less than 12 months' notice in writing to the grantee if, in the opinion of the Regional Water Board, the public interest so requires; but without prejudice to the right of the grantee to apply for a further right in respect of the same matter.

5. The grantee shall supply to the Regional Water Board for the approval of the Manager plans and specifications of all works associated with the exercise of the right, showing that the special conditions of the right are able to be met. Prior to approval procedures, pre-consultation on techniques and methods shall take place between the grantee and the Regional Water Board and where there is dispute as to the techniques or methods of implementing an approval, the matter shall be referred for independent arbitration, the arbitration to be conducted in such a manner as the Regional Water Board and the grantee may agree upon, or failing agreement, in accordance with the Arbitration Act 1908. Such arbitration procedure shall not apply to the final approval by the Regional Water Board.

6. The design and maintenance of any works relating to the right shall be to a standard adequate to meet the conditions of the right, so that neither the works nor the exercise of the right is likely to cause damage to any property or injury to any person.

FOURTH SCHEDULE—*continued*

7. The full reasonable costs incurred by the Regional Water Board when carrying out supervision, certification, and approval procedures shall be met by the grantee.

8. Before carrying out any of the conditions involving monitoring, and prior to the commencement of any programme; the Regional Water Board and the grantee shall confer to enable an agreement to be reached between the Regional Water Board and the grantee on the said programme, provided that if any dispute arises concerning the matters dealt with in this condition, the dispute shall be referred to an independent arbitrator to be mutually agreed upon, the arbitration to be conducted in such a manner as the Regional Water Board and grantee may agree upon or, failing agreement, in accordance with the Arbitration Act 1908, subject to the Regional Water Board being able to monitor without prior agreement with the grantee in the case of emergencies.

9. Subject to clause 8 above, the full reasonable costs incurred by the Regional Water Board or its authorised agents when carrying out monitoring relating to the right shall be met by the grantee.

10. Subject to clause 8 above, the full reasonable costs of monitoring relating to the right required by the Regional Water Board and carried out by the grantee shall be met by the grantee.

11. Subject to clause 8 above, the standards, techniques, and methods of monitoring of the right shall be to the specific approval of the Manager of the Regional Water Board.

12. These general conditions shall not detract in any way from the special conditions hereinafter mentioned.

13. There shall be a review by the grantee and Regional Water Board of all conditions, restrictions and prohibitions every 5 years, and if as a result of this review the grantee or the Regional Water Board require any variation, a joint application shall be made pursuant to section 15 (1) of the National Development Act 1979, provided that if the parties agree, then the variation procedures shall be pursuant to section 24B of the Water and Soil Conservation Act 1967.

SPECIAL CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

Outfall Location, Design, and Installation

14. The pipeline shall extend offshore from the end of Epiha Road at a bearing between 20° east of true north and 10° west of true north.

15. The first diffuser port on the pipeline shall be located at or beyond the line referred to in the right.

16. A minimum dilution factor of 150:1 shall be achieved at the surface under calm conditions.

17. The grantee shall install, maintain, and, as far as weather permits, operate for up to one year from the date of this order a current-indicating buoy at the seaward end of the proposed outfall diffuser, observations of which are to be made daily and forwarded to the Manager of the Regional Water Board on a monthly basis.

18. The grantee shall forward detailed plans of the marine outfall design, installation, and maintenance to the Manager of the Regional Water Board, for approval, 6 months prior to installation of that outfall.

FOURTH SCHEDULE—*continued*

19. The marine outfall shall be installed, to the satisfaction of the Manager of the Regional Water Board, to minimise coastal erosion.

20. Restoration at the conclusion of the pipelaying shall be to the satisfaction of the Manager of the Regional Water Board.

21. The grantee shall make provision for the retention of emergency spillages to the satisfaction of the Manager of the Regional Water Board.

22. The performance of the diffuser shall be verified by a study undertaken by the grantee during the first year of operation.

Effluent Levels

23. The maximum daily discharge of biochemical oxygen demand and suspended solids shall be 350 kilograms and 200 kilograms, respectively, in dry weather.

24. The median number of faecal coliform bacteria based on 5 or more samples per calendar month shall not exceed 2500/100 ml measured in snap samples taken immediately prior to discharge into the outfall pipe.

25. The domestic wastewater effluent shall not contain free residual chlorine prior to discharge to the outfall sump.

26. On the basis of 24-hour flow-proportioned composite samples components of the effluent stream as specified by the grantee shall not exceed the following total concentrations:

Component	Maximum Concentration (g/m ³)
Iron	3.00
Zinc	4.00
Chromium	0.30
Cadmium	0.02
Lead	0.10
Nickel	0.50
Copper	0.30
Phenols	0.01
Free Chlorine residual	0.20
Halogenated hydrocarbons	0.01
Methanol	10.00
Molybdenum	0.02
Tin	0.05
Hydrocarbons (less than)	5.00
Nalco 7330 biocide	35.00
Nalco 7348 biodispersant	3.50
Nalco 7319 dispersant	8.00
Nalco 7350 corrosion inhibitor	40.00

27. Except as specified, no other plant-generated effluent shall be discharged.

Monitoring of Effluent

28. The grantee shall undertake continuous tests on the plant effluent for flow, temperature, pH, free chlorine residual, and, if practicable, concentrations of zinc (the latter measured to a proven accuracy of plus or minus 5 percent), the results of which are to be made available on a monthly basis or as required.

FOURTH SCHEDULE—*continued*

29. The grantee shall undertake daily tests on 24-hour flow-proportioned composite samples of plant effluent for zinc, chemical oxygen demand, biochemical oxygen demand, suspended and total solids, the results of which are to be made available on a monthly basis or as required.

30. The Manager of the Regional Water Board may review and amend the frequency of testing upon application.

31. The grantee shall carry out such additional further monitoring of effluent as may be reasonably required from time to time by the Manager of the Regional Water Board.

32. After 1 year's operation of the plant the grantee shall undertake, within a period of six months and in conjunction with the Regional Water Board, a full survey of contaminant levels, and if the grantee or the Regional Water Board require any variation to the conditions contained in clause 26 or clause 37 a joint application shall be made pursuant to section 15 (1) of the National Development Act 1979 or, if the parties agree, pursuant to section 24B of the Water and Soil Conservation Act 1967.

33. Subject to clause 8 above, and if the Regional Water Board so requires, any monitoring carried out shall be both prior to and subsequent to the commissioning of the plant.

Effect of Discharge Upon Receiving Waters

34. The discharge of plant effluent shall not cause the alteration of temperature or turbidity or colour of the receiving waters, nor shall it cause floating or deposited material to be visible, after allowing for reasonable mixing, outside of a zone of one hundred metres radius from the centre point of the diffuser.

35. There shall be no contamination of marine waters such that local populations of aquatic life are significantly damaged or rendered unfit for human consumption by reason of the effect of this discharge beyond the edge of a zone of 300 metres radius from the centre point of the diffuser.

36. The discharge of waste by the grantee shall not cause the following receiving water quality limits to be exceeded at any place outside the 300 metre mixing zone as detailed in clause 35 above.

	Component			Maximum (ppb)
Zinc	10
Nickel	2
Chromium	1.0
Copper	0.5
Lead	0.5
Tin	0.2
Cadmium	0.03
Molybdenum	15
Unionized ammonia	25
pH	No variation from ambient pH by 0.2 units
Dissolved sulphides	100

FOURTH SCHEDULE—*continued*

37. The discharge shall not cause a significant increase in faecal coliform levels in shellfish.

Monitoring of Receiving Water

38. The Regional Water Board shall establish shoreline sampling points up to 1000 metres on either side of Epiha Road and shall monitor seawater and shellfish for faecal coliform bacteria.

39. Edible marine species shall be examined by the Regional Water Board for concentrations of heavy metals as detailed in clause 36 above at times, frequencies, and locations to be approved by the Manager of the Regional Water Board.

40. The Regional Water Board shall undertake an ecological study of the receiving waters and surrounding shoreline commencing prior to the commissioning of the plant to determine and record—

- (a) The baseline marine environment; and
- (b) Any significant changes in the marine environment due to the exercise of this right.

41. From the date of issue of this right and up to a period of 5 years from the commissioning of the plant, the Regional Water Board may carry out such bioassay testing of the effluent as may be reasonably required to determine the risk of any detrimental effects of the discharge on edible marine species.

42. In the year prior to the commissioning of the plant, the Regional Water Board shall undertake an initial baseline survey of sediment, heavy metals, and chemicals at sites around the outfall, and after commissioning of the plant the Regional Water Board shall undertake further surveys to monitor solids deposition from the outfall.

43. Prior to the commissioning of the plant, the Regional Water Board shall undertake a baseline survey of background heavy metals in seawater identified in clause 36 above.

44. The Manager of the Regional Water Board may require occasional monitoring of the receiving waters during the execution of this right in order to monitor the levels set out in clause 36 above.

Contaminated Stormwater

45. Any stormwater originating from process or tankage areas, or areas where the level of contamination or likely contamination is significant, shall be retained in the stormwater holding pond for treatment and discharge via the marine outfall.

46. The grantee shall show to the satisfaction of the Manager of the Regional Water Board that the stormwater holding ponds are designed to retain the expected stormwater flow resulting from a 10-year 24-hour duration storm from all contaminated areas including that from paved areas.

FOURTH SCHEDULE—*continued**Management Conditions*

47. The grantee shall forward to the Manager of the Regional Water Board, prior to the commissioning of the plant, a contingency plan for actions to be taken in the event of a spillage occurring.

48. The supervisor of the domestic treatment plant shall be required to hold a Grade C wastewater treatment operator's certificate, as issued by the Ministry of Works and Development, as a minimum qualification.

FIFTH SCHEDULE

Clause 5 (d)

CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

1. The grantee of the right shall keep such records as may reasonably be required by the Regional Water Board and shall, if so requested, supply this information to the Regional Water Board. Further, the grantee shall, at his own expense, if the Regional Water Board so requests, install such measuring devices as are considered reasonably necessary by the Regional Water Board for the keeping of such records.

2. The right is granted subject to the Regional Water Board or its servants or agents being permitted access at all reasonable times for the purpose of carrying out inspections and measurements in connection with the right.

3. The right may be cancelled by notice in writing to the grantee by the Regional Water Board if the grantee has not made substantial progress towards exercising this right within 3 years of the date of the grant of the right.

4. The right may be terminated by the Regional Water Board upon not less than 12 months' notice in writing to the grantee if, in the opinion of the Regional Water Board, the public interest so requires; but without prejudice to the right of the grantee to apply for a further right in respect of the same matter.

5. The grantee shall supply to the Regional Water Board for the approval of the Manager plans and specifications of all works associated with the exercise of the right, showing that the special conditions of the right are able to be met. Prior to approval procedures, pre-consultation on techniques and methods shall take place between the grantee and the Regional Water Board and where there is dispute as to the techniques or methods of implementing an approval, the matter shall be referred for independent arbitration, the arbitration to be conducted in such a manner as the Regional Water Board and the grantee may agree upon, or failing agreement, in accordance with the Arbitration Act 1908. Such arbitration procedure shall not apply to the final approval by the Regional Water Board.

6. The design and maintenance of any works relating to the right shall be to a standard adequate to meet the conditions of the right, so that neither the works nor the exercise of the right is likely to cause damage to any property or injury to any person.

FIFTH SCHEDULE—*continued*

7. The full reasonable costs incurred by the Regional Water Board when carrying out supervision, certification, and approval procedures shall be met by the grantee.

8. Before carrying out any of the conditions involving monitoring, and prior to the commencement of any programme, the Regional Water Board and the grantee shall confer to enable an agreement to be reached between the Regional Water Board and the grantee on the said programme, provided that if any dispute arises concerning the matters dealt with in this condition, the dispute shall be referred to an independent arbitrator to be mutually agreed upon, the arbitration to be conducted in such a manner as the Regional Water Board and grantee may agree upon or, failing agreement, in accordance with the Arbitration Act 1908, subject to the Regional Water Board being able to monitor without prior agreement with the grantee in the case of emergencies.

9. Subject to clause 8 above, the full reasonable costs incurred by the Regional Water Board or its authorised agents when carrying out monitoring relating to the right shall be met by the grantee.

10. Subject to clause 8 above, the full reasonable costs of monitoring relating to the right required by the Regional Water Board and carried out by the grantee shall be met by the grantee.

11. Subject to clause 8 above, the standards, techniques, and methods of monitoring of the right shall be to the specific approval of the Manager of the Regional Water Board.

12. These general conditions shall not detract in any way from the special conditions hereinafter mentioned.

13. There shall be a review by the grantee and Regional Water Board of all conditions, restrictions and prohibitions every 5 years, and if as a result of this review the grantee or the Regional Water Board require any variation, a joint application shall be made pursuant to section 15 (1) of the National Development Act 1979, provided that if the parties agree, then the variation procedures shall be pursuant to section 24B of the Water and Soil Conservation Act 1967.

SPECIAL CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

14. Any stormwater originating from process or tankage areas, or areas where the level of contamination or likely contamination is significant, shall be retained in the stormwater holding pond for treatment and discharge via the marine outfall.

15. The grantee shall be responsible for ensuring that the natural channels of the streams below the stormwater outfall points are capable of coping with the increased volumes of water flowing from the uncontaminated stormwater catchment area.

16. The grantee shall be responsible for mitigating any erosion which occurs due to increased flow in the streams caused by the grantee both in the stream channels and where those streams discharge onto the beach.

17. Any corrective measures applied as a result of clauses 15 and 16 above shall be to the satisfaction of the Manager of the Regional Water Board.

FIFTH SCHEDULE—*continued*

18. The grantee shall install a sampling chamber in the main stormwater discharge lines to each outfall.

19. Plans for stormwater design layout and discharge points shall be forwarded to the Manager of the Regional Water Board, for his approval, 3 months before construction begins.

20. The grantee shall provide a contingency plan to the approval of the Manager of the Regional Water Board, prior to commissioning of the plant, outlining actions to be taken in the event of a spillage of toxic chemicals which could enter the uncontaminated stormwater system.

SIXTH SCHEDULE

Clause 5 (e)

CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

1. The grantee of the right shall keep such records as may reasonably be required by the Regional Water Board and shall, if so requested, supply this information to the Regional Water Board. Further, the grantee shall, at his own expense, if the Regional Water Board so requests, install such measuring devices as are considered reasonably necessary by the Regional Water Board for the keeping of such records.

2. The right is granted subject to the Regional Water Board or its servants or agents being permitted access at all reasonable times for the purpose of carrying out inspections and measurements in connection with the right.

3. The right may be cancelled by notice in writing to the grantee by the Regional Water Board if the grantee has not made substantial progress towards exercising the right within 3 years of the date of the grant of the right.

4. The right may be terminated by the Regional Water Board upon not less than 12 months' notice in writing to the grantee if, in the opinion of the Regional Water Board, the public interest so requires; but without prejudice to the right of the grantee to apply for a further right in respect of the same matter.

5. The grantee shall supply to the Regional Water Board for the approval of the Manager plans and specifications of all works associated with the exercise of the right, showing that the special conditions of the right are able to be met. Prior to approval procedures, pre-consultation on techniques and methods shall take place between the grantee and the Regional Water Board and where there is dispute as to the techniques or methods of implementing an approval, the matter shall be referred for independent arbitration, the arbitration to be conducted in such a manner as the Regional Water Board and the grantee may agree upon, or failing agreement, in accordance with the Arbitration Act 1908. Such arbitration procedure shall not apply to the final approval by the Regional Water Board.

6. The design and maintenance of any works relating to the right shall be to a standard adequate to meet the conditions of the right, so that neither the works nor the exercise of the right is likely to cause damage to any property or injury to any person.

SIXTH SCHEDULE—*continued*

7. The full reasonable costs incurred by the Regional Water Board when carrying out supervision, certification, and approval procedures shall be met by the grantee.

8. Before carrying out any of the conditions involving monitoring, and prior to the commencement of any programme, the Regional Water Board and the grantee shall confer to enable an agreement to be reached between the Regional Water Board and the grantee on the said programme, provided that if any dispute arises concerning the matters dealt with in this condition, the dispute shall be referred to an independent arbitrator to be mutually agreed upon, the arbitration to be conducted in such a manner as the Regional Water Board and grantee may agree upon or, failing agreement, in accordance with the Arbitration Act 1908, subject to the Regional Water Board being able to monitor without prior agreement with the grantee in the case of emergencies.

9. Subject to clause 8 above, the full reasonable costs incurred by the Regional Water Board or its authorised agents when carrying out monitoring relating to the right shall be met by the grantee.

10. Subject to clause 8 above, the full reasonable costs of monitoring relating to the right required by the Regional Water Board and carried out by the grantee shall be met by the grantee.

11. Subject to clause 8 above, the standards, techniques, and methods of monitoring of the right shall be to the specific approval of the Manager of the Regional Water Board.

12. These general conditions shall not detract in any way from the special conditions hereinafter mentioned.

SPECIAL CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

13. The construction stormwater shall conform to the following standards:

Waste	Maximum concentration (in any one calendar month)	
	95% time	5% time
Suspended solids	... 100 mg/l	200 mg/l
Oil and grease	... 20 mg/l	50 mg/l
pH	... 6-9	6-9

14. Other than as specified in clause 13 above, no waste shall be discharged.

15. The silt retention ponds shall be designed on the basis that during a 2 year 30 minute storm suspended sediment particles larger than 20 microns, or such higher figure as the Manager of the Regional Water Board may allow, are settled out and that the overflow shall be capable of safely passing the stormwater flow from a storm of a duration at least equal to the time of concentration of the contributing catchment and a return frequency of at least 10 years.

16. The silt retention ponds and associated facilities shall be designed, constructed, and located to the approval of the Manager of the Regional Water Board, and be operating in conjunction with mass earthworks being started.

SIXTH SCHEDULE—*continued*

17. Suitable bunding and cut-off drains shall be provided to ensure that all run-off from exposed areas is routed through the silt retention ponds.

18. Suitable access for cleaning the silt traps shall be provided and such access, together with the silt traps, shall be maintained on a regular basis to the satisfaction of the Manager of the Regional Water Board.

19. Material removed from the silt traps shall not be placed in a position where it can be washed into any watercourse.

20. The silt retention measures shall be used and maintained until such time as the construction area is sealed or is otherwise restored to the approval of the Manager of the Regional Water Board.

21. The design and operation of the silt retention measures shall be subject to review from time to time and if, in the opinion of the Manager of the Regional Water Board, they are not performing in a satisfactory manner, the grantee shall make such modifications as may be required.

22. The siting of all construction stormwater discharge points from the silt retention ponds shall be to the approval of the Manager of the Regional Water Board.

23. Within 3 months of the conclusion of construction works or such greater period as may be approved by the Manager of the Regional Water Board, the grantee shall produce a certificate signed by an approved soil conservator stating that restoration works have been carried out to his satisfaction.

24. The effect of the discharge on natural water shall be monitored to the satisfaction of the Manager of the Regional Water Board.

SEVENTH SCHEDULE

Clause 5 (f)

CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

1. The grantee of the right shall keep such records as may reasonably be required by the Regional Water Board and shall, if so requested, supply this information to the Regional Water Board. Further, the grantee shall, at his own expense, if the Regional Water Board so requests, install such measuring devices as are considered reasonably necessary by the Regional Water Board for the keeping of such records.

2. The right is granted subject to the Regional Water Board or its servants or agents being permitted access at all reasonable times for the purpose of carrying out inspections and measurements in connection with the right.

3. The right may be cancelled by notice in writing to the grantee by the Regional Water Board if the grantee has not made substantial progress towards exercising the right within 3 years of the date of the grant of the right.

4. The right may be terminated by the Regional Water Board upon not less than 12 months' notice in writing to the grantee if, in the opinion of the Regional Water Board, the public interest so requires; but without prejudice to the right of the grantee to apply for a further right in respect of the same matter.

SEVENTH SCHEDULE—*continued*

5. The grantee shall supply to the Regional Water Board for the approval of the Manager plans and specifications of all works associated with the exercise of the right, showing that the special conditions of the right are able to be met. Prior to approval procedures, pre-consultation on techniques and methods shall take place between the grantee and the Regional Water Board and where there is dispute as to the techniques or methods of implementing an approval, the matter shall be referred for independent arbitration, the arbitration to be conducted in such a manner as the Regional Water Board and the grantee may agree upon, or failing agreement, in accordance with the Arbitration Act 1908. Such arbitration procedure shall not apply to the final approval by the Regional Water Board.

6. The design and maintenance of any works relating to the right shall be to a standard adequate to meet the conditions of the right, so that neither the works nor the exercise of the right is likely to cause damage to any property or injury to any person.

7. The full reasonable costs incurred by the Regional Water Board when carrying out supervision, certification, and approval procedures shall be met by the grantee.

8. Before carrying out any of the conditions involving monitoring, and prior to the commencement of any programme, the Regional Water Board and the grantee shall confer to enable an agreement to be reached between the Regional Water Board and the grantee on the said programme, provided that if any dispute arises concerning the matters dealt with in this condition, the dispute shall be referred to an independent arbitrator to be mutually agreed upon, the arbitration to be conducted in such a manner as the Regional Water Board and grantee may agree upon or, failing agreement, in accordance with the Arbitration Act 1908, subject to the Regional Water Board being able to monitor without prior agreement with the grantee in the case of emergencies.

9. Subject to clause 8 above, the full reasonable costs incurred by the Regional Water Board or its authorised agents when carrying out monitoring relating to the right shall be met by the grantee.

10. Subject to clause 8 above, the full reasonable costs of monitoring relating to the right required by the Regional Water Board and carried out by the grantee shall be met by the grantee.

11. Subject to clause 8 above, the standards, techniques, and methods of monitoring of the right shall be to the specific approval of the Manager of the Regional Water Board.

12. These general conditions shall not detract in any way from the special conditions hereinafter mentioned.

SPECIAL CONDITIONS, RESTRICTIONS, AND PROHIBITIONS

13. The grantee shall supply details of the extent and likely consequences of dewatering to the satisfaction of the Manager of the Regional Water Board prior to the implementation of the right.

14. The grantee shall provide facilities for taking water samples from bores related to the right.

SEVENTH SCHEDULE—*continued*

15. The water resulting from construction dewatering activities shall be diverted to flow through the silt retention ponds associated with construction stormwater.

16. The grantee shall show to the satisfaction of the Manager of the Regional Water Board that the construction stormwater silt retention ponds as designed are capable of accepting the extra amounts of water contributed by the construction dewatering activities.

17. The Regional Water Board may monitor ground water on the land within a 2 kilometre radius of the plant site before and during construction.

18. If dewatering conditions are found to affect the ground water supply to farms adjacent to the plant site, the grantee shall forthwith cease to abstract ground water until the grantee has provided an alternative water supply for those farms.

EIGHTH SCHEDULE

Clause 5 (g)

CONDITIONS

1. The elevation above grade of the exits of the following chimneys and vents shall be not less than the height specified as follows:

Desulphuriser heater chimneys	...	...	20 metres
Reformer chimneys	...	...	42 metres
Methanol-to-gasoline (MTG) recycle heaters	...	...	20 metres
Start-up boiler	...	...	25 metres
MTG regeneration heater	...	...	20 metres
Heavy gasoline (HG) treating charge heater	...	...	20 metres
Low pressure flare	...	...	15 metres
High pressure flare	...	...	60 metres

2. The elevation above grade for all other chimneys and vents, including pressure safety valve vents, to atmosphere shall be of sufficient height to—

- (a) Avoid aerodynamic downwash effects from close proximity of plant and structures; and
- (b) Avoid emissions impinging on working platforms or other areas where personnel may congregate.

3. Two internally threaded sampling sockets of a size and at locations approved by the Regional Air Pollution Control Officer shall be fitted to the reformer chimneys.

4. One internally threaded sampling socket of a size and at a location approved by the Regional Air Pollution Control Officer shall be fitted to the following chimneys and vents:

- MTG recycle heater chimneys
- HG treating charge heater chimney
- Start-up boiler chimney
- MTG regeneration vent
- HG treating reactor sulphiding and regeneration vent
- Crude methanol storage refrigeration vent
- Heavy untreated gasoline storage vent.

EIGHTH SCHEDULE—*continued*

5. Safe access shall be provided to the sampling sites for the chimneys and vents referred to in clauses 3 and 4, and safe working platforms shall be provided at the the sampling sites.

6. (a) The flare stacks shall be fitted with pilots of the continuously-burning electrical igniting type, or an equivalent continuous pilot system with automatic relighting capability, with appropriate fail-safe or back-up controls and continuous monitoring by control personnel; and

(b) All flares shall be equipped with steam injection systems of appropriate capacity and so controlled to ensure that dense smoke, as defined in the Clean Air Act 1972, is not emitted during flaring operations.

7. The evaporative cooling tower cells shall be designed to ensure that the loss of cooling water as droplet drift to atmosphere—

(a) Does not exceed in aggregate 0.05 percent of the maximum cooling liquor circulation for the cooling tower; and

(b) In the case of emission of zinc compounds to the atmosphere, does not exceed a maximum ground level concentration (short-term) of 0.1 mg/m³ as Zn in air (ambient temperatures) beyond the applicant's premises.

8. Safe access shall be provided to the exits to atmosphere from the evaporative cooling tower.

9. During the construction stage, site works shall be undertaken in such a manner as to minimise transport of dust beyond the boundary of the applicant's premises by—

(a) Progressive cutting of overburden followed by backfilling with aggregate; and

(b) Water spraying or otherwise treating areas liable to generate excessive dust through truck or other machinery movements or by wind action; and

(c) Delineating areas, other than actual construction areas, to be used as roads, access ways, and parking areas to limit the extent of truck and machinery movements and to reduce areas requiring dust-control measures to a minimum; and

(d) Sealing or otherwise treating haulage roads, accessways, and parking areas to minimise the generation of dust; and

(e) Sweeping or washing sealed surfaces to keep such surfaces relatively free of accumulated deposits liable to dry out; and

(f) Limiting truck and machinery speeds; and

(g) Covering, shielding, or treating the surface of stockpiles of soil, sand, or other materials containing fines liable to be winnowed by wind.

10. Open burning, when necessary, shall only be undertaken during south-easterly, southerly, and south-westerly wind directions, and material burned shall be as dry as practicable.

11. The grantee shall advise the licensing authority of any design alterations liable to significantly change the quantity or nature of air pollutants discharged to atmosphere.

NINTH SCHEDULE

Clause 5 (h)

CONDITIONS

1. Sites N99/94, N99/96, and N99/100 (and N99/93 on adjoining land) shall be fenced off before construction begins, on a line to be agreed between the Historic Places Trust and the grantee.

2. The grantee shall provide funds to enable the Trust or its agents to investigate archaeological remains uncovered during construction, or to mount investigations prior to construction, or both.

3. Any archaeological remains uncovered shall be reported either to the Trust if it has an archaeologist present on the site at the time, or to the Trust through the Director of the Taranaki Museum if no archaeologist is present. The Trust shall be given sufficient time to investigate such remains if it considers this warranted.

4. The Trust, or the Director of the Taranaki Museum as its agent, shall be permitted to carry out regular inspections of the site as earthmoving and construction work progress.

5. Sites N99/92, N99/94, N99/96, and N99/100 shall be managed to ensure their preservation to a standard agreed with the Trust, and sites N99/93, N99/94, and N99/100 shall be included in the coastal reserve.

P. G. MILLEN,
Clerk of the Executive Council.

EXPLANATORY NOTE

This note is not part of the order, but is intended to indicate its general effect.

This order is made under section 11 of the National Development Act 1979 and declares that the construction and operation of the plant for the production of synthetic petroleum at Motunui, North Taranaki, and associated facilities, together constitute a work of national importance. In addition this order grants consents in respect of the work.

Issued under the authority of the Regulations Act 1936.

Date of notification in *Gazette*: 11 March 1982.

This notice is administered in the Ministry of Works and Development.