

# Omaha Wastewater Treatment Plant Consultative Group

## Terms of Reference

1. **PREAMBLE**

Watercare Services Limited (“**Watercare**”) operates the Omaha Wastewater Treatment Plant. This infrastructure services the communities of Omaha, Point Wells and Matakana. The resource consents authorising the discharge of treated wastewater from this treatment plant expire on 31 May 2015. An application will be made shortly to enable the current discharges to continue lawfully under the existing consent conditions until such time as new consents are granted following the consultative process set out in this Terms of Reference.
2. **OBJECTIVE**

The Omaha Wastewater Treatment Plant . Consultative Group (“**the Consultative Group**”) will participate and attempt to achieve consensus in respect of:

  - a. The effects of the current and future discharges from the Omaha WWTP on the environment, including but not limited to the Whangateau Harbour.
  - b. The contributions of factors other than the discharges from the Omaha WWTP that may be affecting the Whangateau Harbour and how these may change over time.
  - c. Development of resource consent applications by Watercare that will enable the treatment and discharge of wastewater from the Omaha WWTP in an environmentally appropriate manner for a period of up to 35 years.
  - d. Identification of other initiatives that may contribute in improving the quality of the Whangateau Harbour, noting that these may not be within the responsibility of Watercare.
3. **PRINCIPLES**

The Consultative Group will seek to achieve the objective according to the following principles:

  - a. Actively promote and provide for the participation of all those who have an interest in the issues.
  - b. Focus all parties towards a common outcome.
  - c. Share relevant information on organisational perspectives, perceived issues and causes, and options for addressing them with other group members, and report back to their organisations.
  - d. Identify gaps in relevant information related to the discharge and provide feedback to Watercare on

proposed investigations for addressing such information gaps.

- e. Share all relevant information and discuss the results of investigations as they become available.
- f. Seek opportunities for reaching agreed outcomes on various issues and share these with other parties, recognising that on occasions some of these parties may choose not to agree.
- g. Use the consultative process.
- h. Act in good faith.

#### 4. BRIEF

The brief of the Consultative Group will be to:

- a. Fairly represent all interested parties in the consultative process and allow a full presentation of the concerns of all parties
- b. As set out further in Section 5, seek advice on technical issues from a sub-group of the Consultative Group (“**the Technical Group**”) to be comprised of technical specialists advising any of the Consultative Group members.
- c. Co-opt technical expertise from the Technical Group as may be required from time to time.
- d. Strive for a consensus approach in all deliberations with participants accepting and recognising the need to express their views openly and frankly while respecting the rights of others to do so as well.
- e. Site visits will be encouraged so that all relevant aspects of the wastewater discharge and the receiving environments can be seen first hand.

#### 5. MEMBERSHIP

Membership of the Consultative Group is open to any party or person who wishes to participate but it is desirable that the Group include representative(s) from:

- Auckland Council
- Department of Conservation
- Forest & Bird (Mid North Branch)
- Mana whenua
- Matakana Community Group
- Omaha Beach Community Inc
- Omaha Beach Golf Club
- Omaha Shorebird Protection Trust Inc

- Point Wells Community & Ratepayers Association
- Residents of the local communities, particularly those in the vicinity of Jones Road
- Watercare
- Whangateau Harbourcare Group Inc
- Whangateau Residents and Ratepayers Association

Mana whenua participation is noted as being important for the consultative process and will be actively encouraged. It is acknowledged however, that mana whenua may choose to consult with Watercare in a process separate from the Consultative Group.

Consultative Group meetings will be held on a regular basis, for example monthly, and be held at the most appropriate venue. The Point Wells Community Hall is one such location.

The Consultative Group meetings shall be chaired by an independent Chairperson, whose functions are to facilitate orderly discussions, with a minimum of formality, and to give all participants the opportunity to make their contributions. At the first meeting a Chairperson will be appointed who cannot be a representative of Watercare.

All participants attending Consultative Group meetings do so on a without prejudice basis, accepting that the legal rights of all participants will not be compromised by attending Consultative Group meetings. However, the Consultative Group may, from time to time, as appropriate, agree to binding resolutions by consensus.

Where the Chairperson cannot attend a meeting, a substitute Chairperson shall be elected from the Consultative Group members assembled on the day.

It is desirable for there to be a consistent attendance of the representatives from each interested party, so that continuity can be maintained and that beneficial relationships may be established.

The Consultative Group will be open to new participants entering. All information previously provided will be made available to new participants.

## **6. TECHNICAL GROUP**

The Consultative Group may establish a technical sub group to provide technical advice to the Consultative Group and interpretation of technical research results. This is to be called the Technical Group and its operating principles will be as for the Consultative Group.

The Technical Group may be established and dis-established by the Consultative Group as the need arises.

Membership of the Technical Group will not be exclusive and may include technical experts in the Consultative Group and technical advisors to the Consultative Group members.

Technical matters may be referred to the Technical Group in order that detailed technical discussions occur in an appropriately focussed way and reported back to the Consultative Group.

## **7. FUNDING**

Watercare shall provide sufficient funds to ensure the Consultative Group is able to meet the “Objective, Principles and Brief” outlined above.

Watercare shall administer any funds that it makes available. Any other party which makes funds available shall administer their own funds.

## **8. SUPPORT SERVICES**

Statutory bodies represented on the Consultative Group are to make available, at no cost to Watercare, reasonable support expertise to enable progress in technical areas to be maintained.

Consultative Group members shall at the next meeting of the group, notify the Consultative Group of any liaison meetings of their respective groups held since the last meeting.

Where a particular party or individual has been tasked with responding to a specific question or set of questions, then that party shall report on the responses gained, either at the next meeting or as otherwise agreed at the preceding meeting.

Watercare shall produce relevant operational and environmental information in a timely manner to support progress by the Consultative Group.

Watercare shall arrange and provide all support services associated with meetings of the Consultative Group, and any technical expertise not made available from the other parties in the Consultative Group. This includes any photocopying, typing, presentation production and general clerical services.

Costs incurred by Consultative Group participants will remain with the individual participant, in recognition of the value of the consultative approach. However, financial constraint should not be a barrier to participation, and any requests for the recovery of out-of-pocket expenses should be addressed with Watercare on a one to one basis.

## **9. PUBLIC REPORTING**

Watercare shall arrange any public forums after consultation with the Consultative Group.

Members of the Consultative Group may participate in any such public forums.

The media will be excluded from all Consultative Group meetings. Press releases may be made from time to time, the content of which will be agreed by the Consultative Group.

Only the Chairperson may make “Media Statements” on behalf of the Consultative Group, unless otherwise approved by the Consultative Group or its Chair.

Any personal statements must be qualified as being personal statements.

The Consultative Group shall be entitled to make its findings public, either on an interim or final basis. This may include:

- a) The issues on which agreement has been reached, together with the basis for agreement, and;
- b) The issues on which agreement has not been achieved, and the reasons why.