

Proposed conditions 2019-2024 – Horseshoe Bay, Horseshoe Nugget (ES302167)

Listed below are our proposed conditions for the renewal of consent for sites covered by permit ES302167. In **red text** are our changes from the previous consent conditions.

There are two main differences. Firstly, the previous consent was not transferable. We think this is at odds with section 135 (1)(a) of the Resource Management Act (1991), which allows a permit holder to transfer “their interest in the permit to any other person”. We have suggested a change to Conditions 1 and 14 to reflect this. Secondly, we suggest a different way of controlling the farm activity. In the previous conditions this was achieved by putting a limit on the number of crayfish pots allowed on the sites. However, we think that a limit on the number of buoys allowed on each site would better address the visual impact of the sites.

We are happy to receive feedback and discuss the conditions but these are our initial suggestions.

Suggested conditions for Horseshoe Bay & Horseshoe Nugget consents 2019 - 2024

1. This consent is granted for a period of five years and is exclusive to the consent holder **until such time as the consent is transferred to another person, party or entity** (refer also Condition 14).

(Note: Pursuant to Sections 123 and 124 of the Resource Management Act 1991, a new application for consent will be required at the expiration of this consent. The application will be considered in accordance with the relevant statutory documents in effect at that time and the results of monitoring the effects of approved activities at the three consented sites.)

2. This consent authorises the placement of structures in, on and over the seabed, and the occupation of the coastal marine area with the structures to be used for the purpose of farming Bluff oysters (*Ostrea chilensis*), as described in the application documents.

Spat and stock shall only be obtained from the Stewart Island/Rakiura coastal waters **and in compliance with current and possible future movement restrictions placed on shellfish species and equipment by the Ministry for Primary Industries or other authorities.**

This consent also authorises the deposition, on the seabed, of material, arising from farming Bluff oysters (*Tiostraea chilensis*), as described in the application documents.

3. The occupation of the coastal marine area for marine farming activities, pursuant to this consent, shall only occur within the application co-ordinates as detailed

below (co-ordinates in New Zealand Transverse Mercator co-ordinate system) and for the total areas and number **buoys** as specified below:

- (a) “Nugget” site (0.73 ha-**33 buoys**)

4797954 1230057
4797959 1230088
4798168 1229947
4798174 1229978

- (b) “Horseshoe Bay” site (1.82 ha-**83 buoys**)

4797379 1229574
4797464 1229531
4797246 1229353
4797282 1229328

and as shown on the attached maps dated 3 September 2013, comprising a total of approximately 2.55 hectares and **116 buoys at a density of one every 219m² on average.** (As the main visual and navigational impact of the sites is produced by the **buoys on the surface we propose putting a limit on the number of surface buoys that are allowed in the consented space. Now that we have estimates of the numbers of pots and baskets that would be required these might be included as well at the discretion of Environment Southland).**

4. In accordance with s108 (2)(h) of the RMA except to the extent that it is necessary to achieve the purpose of this consent and for public safety, members of the public shall not be excluded from the marine farm site at all times.

(Advice Note: This consent does not authorise exclusive occupation within the authorised area even though the marine farming structures and operations will result in some physical exclusion over part of that area. The extent that the physical exclusion over part of the authorised area is necessary for the normal operation of the marine farm is provided for by this consent - refer to Section 122(5) of the Resource Management Act 1991.)

Restrictions on Operations

5. (a) The consent holder shall at all times during the continuance of this consent maintain the marine farm structures, including but not restricted to the associated structures of lines, buoys, **oyster baskets**, oyster pots and any marker lights, in good repair, appearance and condition. No significant alteration or deviation from the authorised structures that may adversely alter the impact on the environment is permitted without the prior written approval of the Council’s Compliance Manager.
(Note: any such alteration may require an application for a new resource consent or a variation to this consent.)
- (b) Any authorised officer of the Council may, at any time, inspect the marine farm structures and view their state of repair. Upon receipt of a notice in writing, of any defect or want of repair in the structures, requiring the

consent holder to repair the structures, the consent holder shall, forthwith, cause the defect to be remedied or the repairs to be made.

6. (a) The consent holder shall ensure that the external boundaries and all pots within the marine farm are marked out with buoys and where required by the Harbourmaster, lit in accordance with the specified navigation and safety requirements of the Council's Harbourmaster or their delegate. The consent holder shall install all such markers and lighting to the satisfaction of the Harbourmaster within one month of any pots and buoys being installed in any of the three consented areas.

(Note: Navigation and safety guidelines for aquaculture areas can be found in the "Guideline for Aquaculture Management Areas and Marine Farms" booklet dated December 2005 produced by Maritime New Zealand, or its replacement booklet.)

7. (a) The consent holder shall manage the marine farming operation in such a way that deposition of shell, and other material, on the seabed is minimised. Any shell and other material collected from the site shall not be disposed of in the coastal marine area in an unauthorised manner.

- (b) Any shell from farmed oysters that is accumulated on vessels during farm activities will be brought back to the wharf and submerged in a 20:1 dilution of Hypostat (12.5% sodium hypochlorite) for 24 hours. The disinfected oysters will then be disposed of on land. The oysters from any abnormal mortality events will be frozen for future MPI testing.

8. (a) Any equipment or materials, excluding vessels, used in the coastal marine area, for marine farming purposes, which have been previously used or stored in another geographic coastal marine area, shall be thoroughly cleaned and sterilised with Hypostat (12.5% sodium hypochlorite) before transport to the marine farm site and being used. All equipment treated in this way will be left to dry for 24 hours before being placed in the water. It shall be the consent holder's responsibility to ensure that any marine farming structure, including associated structures, is maintained free of unwanted organisms and pests as identified by either or both Biosecurity New Zealand or the Council's Regional Pest Management Strategy. Any removed unwanted organism or pest shall be disposed of at an authorised land disposal site, to the satisfaction of the Council's Compliance Manager.

(Note:

(i) Under Section 44 of the Biosecurity Act 1993 every person has a duty to inform Biosecurity New Zealand, as soon as practicable, of the presence of an organism not normally seen or otherwise detected in New Zealand.

(ii) Under Section 46 of the Biosecurity Act 1993 every person is required, without unreasonable delay, to notify the chief technical officer at Biosecurity New Zealand of the presence or possible presence of notifiable organisms. Unwanted organisms also fit under this category.)

- (b) The consent holder shall advise the Council's Biosecurity Manager, no later than five working days after detecting any incidence of unwanted organisms and/or pests not normally seen or detected in the area.

9. The consent holder shall ensure that:
- (a) the marine farm site identification number is displayed above the water level at each four corners of each marine farm site, at all times to the satisfaction of the Council's Compliance Manager;
 - (b) no equipment or materials from the marine farming activity is stored in an unauthorised manner;
 - (c) all debris is removed from the marine farm site and disposed of at an authorised refuse site;
 - (d) any material or structure lost from the marine farm site is retrieved as soon as practicable;
 - (e) any lost material or structure from the marine farm site that could constitute a navigation hazard shall be notified to the Council's Harbourmaster immediately after discovery and the consent holder shall forthwith retrieve any such material or structure;
 - (f) other than the deposition authorised under Condition 2, no oil, diesel, petrol, grey water, detergents, cleaning materials, bilge water, sewage or any other toxic or polluting substances, shall be discharged into the coastal marine area at any of the three sites, either directly or indirectly, as a result of exercising this consent;
 - (g) in the event of any spill of oil or fuel at the marine farm site, the first person to the scene shall:
 - (i) take immediate steps to contain the spill and to recover it; and
 - (ii) notify as soon as practicable the Southland Regional Council's pollution hotline on 0800 76 88 45 that a spill has occurred. Notification shall include the type and quantity of oil or fuel spilled and the steps taken to remedy or mitigate any adverse effects; and
 - (h) in the event of a spill of any contaminant, no dispersants or degrading agents shall be discharged to water without the approval of the Southland Regional Council.
10. (a) The consent holder shall inspect the hull of any vessel used to service the marine farms authorised by this consent for pests and fouling organisms at least three times each year. Proof of such inspections shall be provided to the Council in writing along with photographic evidence of the hull condition at the time of each inspection. If such organisms are found the consent holder shall notify the Council's Compliance Manager prior to removal and disposal of the pests or organisms to a designated refuse site on land.
- (b) The consent holder shall:
- (i) maintain the vessel in a rodent free state at all times;
 - (ii) provide and maintain at least one pest bait station and one baited trap on the vessel at all times;
 - (iii) inspect any vessel used to service the marine farms authorised by this consent, including its compartments and any cargo, for pests, in particular, rodents, on each occasion of operating;
 - (iv) maintain a log of inspections [including a photographic record] for pest animals, noting the number of pest animals detected aboard the vessel for each inspection; and

- (v) provide the pest inspection log in writing to the Council's Compliance Manager by 30 June each year, or upon 24 hours' notice if requested.
11. In the event a marine mammal or bird is entangled or stranded within the marine farm structures, the consent holder shall immediately advise the Department of Conservation **Southern South Island** Conservancy.
 12. Neither the granting of this consent nor anything contained in it shall affect the liability of the consent holder for any injury caused by any marine farm structures to any vessel or person through any default or neglect of the consent holder.
 13. Upon expiry of the five year period for which the consent is granted, or on any cancellation or lapse of the consent, the consent holder shall, where required by the Council to do so, remove all marine farm structures, including buoys and lights, entirely from the site and restore the site as near to its original condition within three months of the date of expiry, cancellation or lapse. If the consent holder fails to do so, the Council may cause all marine farm structures, including buoys and lights, to be removed and the site restored, and may recover the costs incurred by the removal and restoration from the consent holder.
 14. Pursuant to **section 135(1)(a)** of the RMA the consent holder can transfer this consent, in whole or in part, to any other person or party at any time during the duration of this consent.

Monitoring

15. The consent holder shall carry out the Monitoring Programme specified in Appendix 1.
16. Monitoring in accordance with the Monitoring Programme specified in Appendix 1 shall conform with the following standards:
 - (a) sample collection, preservation and analysis of the seabed samples shall be carried out by a suitably qualified person or as agreed to, in writing, by the Council's Compliance Manager;
 - (b) sample collection, preservation and analysis of the water quality samples shall be carried out in accordance with the most recent edition of APHA "Standard Methods for the Examination of Water and Wastewater" or as agreed to, in writing, by the Council's Compliance Manager;
 - (c) the monitoring and analyses are to be carried out by a laboratory with IANZ accreditation or equivalent, or as agreed to, in writing, by the Council's Compliance Manager;
 - (d) the result of seabed analysis shall be supplied to the Southland Regional Council no later than five working days of the consent holder receiving them. The methods of analysis are to be specified with the results;
 - (e) the results of water quality analysis shall be supplied to the Southland Regional Council no later than 20 working days from the end of the month in which the samples are taken. The methods of analysis are to be specified with the results; and
 - (f) the Southland Regional Council may audit monitor sample collection up to once each year at a cost covered by the consent holder.

- (g) A monitoring schedule shall be provided to the Council's Compliance Manager on renewal of the consent, showing the dates of upcoming analyses and sample collections for the next year as an article of good faith. The schedule will be renewed yearly for the length of the consent.
17. The consent holder shall undertake an investigation, if the result from any one sample in the Monitoring Programme identifies an adverse effect on the environment, to determine the probable cause of the adverse effect. A report shall be provided summarising the results and analysis on completion of the investigation sampling, but no later than two months from the initial sample that identified an adverse effect being provided to the Council.
18. The consent holder shall provide an annual report summarising and interpreting the results and analysis of the Monitoring Programme on completion of the sampling but no later than 31 July each year.

Other Permits

19. The granting of this consent does not absolve the consent holder from the responsibility to obtain any approval, permit, licence, concession or consent from any other body.

Bond

20. The consent holder shall enter into a bond, with sureties or refundable deposit, of \$7,500 to act as security against non-compliance with the conditions of this consent and to guarantee removal of the structures in the event that the site is abandoned. The bond is to be lodged with the Southland Regional Council within three months of the commencement of this consent. **The council shall retain the bond paid at the commencement of the initial consent.**

Council Charges

21. In consideration of the right to occupy Crown land in the coastal marine area for the activity specified above, the consent holder shall, each year, pay to the Southland Regional Council the appropriate coastal occupation charge specified in the Regional Coastal Plan. Each financial year, commencing 1 July, the charge shall be adjusted for inflation in accordance with the Consumer Price Index. The sum payable in the first year of this consent (or the proportion thereof for which the consent is current) is **\$XXX.xx plus GST**, and shall be payable in advance on invoice. The revenue from this charge shall be used only for the purpose of promoting the sustainable management of the coastal marine area.
22. In addition to the above sum, the consent holder shall pay an administration and monitoring charge to the Southland Regional Council collected in accordance with Section 36 of the Resource Management Act, payable upon invoice.

Review of Conditions

23. The Southland Regional Council may, in accordance with Sections 128 and 129 of the Act, serve notice, during the months of August to October in any year, of its intention to review the conditions of the consent for the purposes of:
- (a) dealing with any adverse effect or cumulative effects on the environment which may arise from the exercise of this consent; or
 - (b) considering any changes to information on the effects of marine farming, particularly information gained from monitoring; or
 - (c) complying with the requirements of a regional plan; or
 - (d) providing for a bond if further investigation and/or information, including relevant case law on the application of bonds to consents, shows that one is necessary to avoid, remedy or mitigate potential adverse effects on the environment.

Lapse of Consent

24. Pursuant to Section 125(1) (b) of the RMA, this consent shall lapse three years after the date of commencement of the aquaculture activities unless the consent is given effect to.

Appendix 1 Monitoring Programme

1. The consent holder shall monitor the effects of the marine farming activity on the seabed, as follows:
 - (a)
 - (i) monitoring of the seabed at representative locations under the marine farm sites shall be **undertaken twice in the first year of activity and thereafter annually for the duration of the consent**. The monitoring locations shall be approved, in writing, by the Council's Compliance Manager.
 - (ii) in addition to Clause 1(a)(i), monitoring of the seabed in the wider area associated with the marine farms, at two control sites approved, in writing, by the Council's Compliance Manager. The monitoring shall **be undertaken twice in the first year of activity and thereafter annually for the duration of the consent**.
 - (b) the samples will be analysed for the following to assess the sediment quality:
 - sediment colour, including providing a colour photograph of the sediment sample;
 - depth of the oxygenated layer below the sediment surface;
 - occurrence of hydrogen sulphide;
 - sediment texture and grain size;
 - total organic carbon content; and
 - infaunal and epifaunal community composition.

Monitoring records shall include photographic evidence.

2. The consent holder shall monitor the effects of the marine farming activity on water quality, as follows:
 - (a)
 - (i) monitoring of the water column shall be undertaken three times during the period of 1 November to 30 June each year and once during the period of 1 July to 31 October each year for the first two years after commencement of this consent, by taking a sample at each marine farm site and two control sites outside the marine farm sites, at a depth of 5 metres.
 - (ii) after the first two years outlined in clause 2(a)(i), monitoring of the water column shall be undertaken once during the period of 1 November to 30 June each year and once during the period of 1 July to 31 October each year, by taking a sample at each marine farm site and two control sites outside the marine farm sites, at a depth of 5 metres.
 - (iii) the location of the sample sites in clauses 2(a)(i) and 2(a)(ii) above shall be approved, in writing, by the Council's Compliance Manager.
 - (b) the water quality samples will be analysed for the following:
 - water temperature;

- chlorophyll *a*;
- vertical secchi depth; and
- dissolved oxygen.