
From: official information
Sent: Tuesday, 18 May 2021 13:51
To: [REDACTED]
Cc: official information
Subject: RESPONSE: LGOIMA 21151 - [REDACTED] / GWE Consulting - Kiwirail Trade-Waste Permit and Consent Records.

Attachments: Consent - Kiwi Rail - 140 Crawford Street Hamilton - Approval to Discharge Conditional Trade Waste Consent - 2017-03-14.PDF

Kia Ora,

I refer to your **information request below**, Hamilton City Council is able to provide the following response.

Hamilton City Council has one Kiwi Rail premise that currently holds a *Conditional* Trade Waste consent for 140 Crawford Street, Hamilton.

Please find attached a copy of the current Trade Waste consent for this site.

If you have any questions, please do not hesitate to contact the trade waste team on 0800 357 358 or tradewaste@hcc.govt.nz.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

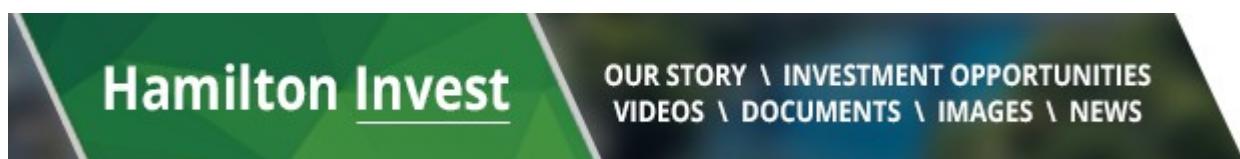
Kind Regards,

Tatiyana | Official Information & Legal Support Advisor
Legal Services & Risk | People and Organisational Performance
Email: officialinformation@hcc.govt.nz



Hamilton City Council | Private Bag 3010 | Hamilton 3240 | www.hamilton.govt.nz

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-----Original Message-----

From: [REDACTED]
Sent: Monday, 3 May 2021 11:31 AM
To: "info@hcc.govt.nz" <info@hcc.govt.nz>
Subject: KIWIRAIL: Trade-waste Permit/Consent Records

Warning! This message was sent from outside your organization and we are unable to verify the sender.

Good morning,

We have been engaged by Kiwirail to gather information from each council in New Zealand with respect to tradewaste permits/consents held in their city.

If you could provide us with a list of tradewaste permits/consents held by Kiwirail in your city, that would be most appreciated.

Please let me know if there is any further information you require at this stage.

Kind regards,

[REDACTED]
Technical Director – Environmental and Contaminated Land



Ground Floor Oceanbridge House

25 Anzac Street Takapuna Auckland 0622

PO Box 32 311 Devonport Auckland 0624

P 09 445 8338 **M** 021 924 781

www.gwe.co.nz



14 March 2017

[REDACTED]
KiwiRail Limited
Kiwi Rail
PO Box 5363
Frankton
Hamilton 3242

Free phone 0800 357 358
Fax 07 838 6998
tradewaste@hcc.govt.nz

Dear [REDACTED],

SUBJECT: Consent for the discharge of Conditional Trade Waste

Enclosed is the Consent for the Discharge of Conditional Trade Waste pursuant to the Hamilton City Council Trade Waste Bylaw and Wastewater Bylaw (2016) for Kiwi Rail located at 140 Crawford Street, Hamilton

Please note that the attached approval to discharge is based on information provided in your application dated 27th of February 2017 including any design plans submitted. Should any changes occur prior to the final inspection being completed, these changes must be notified to Trade Waste Shared Services immediately.

As a conditional trade waste discharger you must comply with the provisions of the attached Conditional Consent and the Hamilton City Council Trade Waste and Wastewater Bylaw (2016) at all times. Trade waste discharged from your business may only consist of wastes from the activities indicated on the Conditional Consent and remain within the specified limits.

Should you sell your business or cease trading please ensure you notify Trade Waste Shared Services via an email to tradewaste@hcc.govt.nz so that records can be updated. If you do not notify Trade Waste Shared Services, you may continue to be invoiced fees and charges or other associated costs in relation to your Trade Waste Conditional Consent.

For more information on trade waste including fees and charges, please visit www.hamilton.co.nz/tradewaste, alternatively you can contact a Trade Waste Officer on 0800 357 358 or email tradewaste@hcc.govt.nz.

Yours sincerely,



Jan Pingol
Trade Waste Officer

Enclosed: Trade Waste Consent for the Discharge of Conditional Trade Waste dated 02 March 2017

TRADE WASTE CONDITIONAL CONSENT

HAMILTON CITY COUNCIL CONSENT FOR THE DISCHARGE OF CONDITIONAL TRADE WASTE

Wastewater Authority of Hamilton City Council

Trade Waste Shared Services
Private Bag 3010
Hamilton
Phone: 0800 357 358
Fax: 07 838 6998
Email: tradewaste@hcc.govt.nz

The definitions used in the Hamilton City Council Trade Waste and Wastewater Bylaw 2016 (Bylaw) apply to this Conditional Consent.

The Applicant

Full name of applicant:

KIWI RAIL
104 Crawford Street, Hamilton
Phone: (07) 846 8261
Email: [REDACTED]

The Premises

Lot and DP number: Lot 1 DP16377
Location: 104 Crawford Street, Hamilton
Trade activity/ Description: Train Wash Down and Workshop

Address for service of documents

PO Box 593
Wellington 6140
Contact name: [REDACTED]
[REDACTED]

For and on behalf of Hamilton City Council

Authorised officer:

Name Jan Pingol

Signature: [REDACTED]

Date: 02 March 2017

Trade Waste Debtor No: 28704.46
Valuation Ref: 04002-999-11
Consent No: 046.2013.00001163.001

TRADE WASTE CONDITIONAL CONSENT

1. Consent for the discharge of conditional trade waste

- 1.1** This consent is granted by the Wastewater Authority of the Hamilton City Council (**Council**) to the Occupier of the property described above.
- 1.2** The Consent Holder has applied to Council under Bylaw to discharge trade waste into the Wastewater System.
 - (a)** This consent for the discharge of conditional trade waste is made pursuant to clause 8 of the Bylaw. The Consent Holder is referred to this section of the Bylaw.
- 1.3** The Council consents to the discharge of trade waste by the Consent Holder, subject to:
 - (a)** The terms and conditions set out in this consent; and
 - (b)** The payment by the Consent Holder of any applicable charges payable under Council's Schedule of Fees and Charges
- 1.4** This consent relates to renewal of consent.
- 1.5** This consent commences on **03 March 2017** and expires on **03 March 2022**.
- 1.6** This consent supersedes the consent dated 01 March 2014 in the name of *Kiwi Rail*.

2. Conditions of consent*General conditions*

- 2.1** The Consent Holder must comply with the provisions of the Bylaw and this consent at all times.
- 2.2** The Consent Holder must comply with the requirements of their approved Management Plan.
- 2.3** The Occupier must take all reasonable steps to ensure that any person who does any act on behalf of or with the express or implied consent of the Occupier and any licensee of the Occupier acts in accordance with this Consent and with the Bylaw.
- 2.4** The trade waste discharged under this consent must only consist of wastes from the following processes:
 - **Wash down of trains and other train components**
 - **Discharge from workshop processes**

Hours of the day when the trade waste Consent Holder shall be permitted to discharge trade waste: 11:00 PM – 05:00 AM

Days of the week when the trade waste Consent Holder shall be permitted to discharge trade waste: Monday – Sunday

- 2.5 The trade waste discharged under this consent must comply with the characteristics set out in Schedule 1 of this consent.
- 2.6 As required, the Consent Holder must use only approved treatment processes and apparatus set out in Schedule 2 of this consent.
- 2.7 The Consent holder must comply with the CCTV and/or Sonar requirements set out in Schedule 3 of this Consent.
- 2.8 The point of discharge to the Wastewater System for trade waste discharged under this consent is Sewer Pump Station SPS023 – Tui Ave:



Figure 1: Aerial photo showing the discharge point at Kiwi Rail

- 2.9 Trade waste discharged under this consent must not have any of the prohibited characteristics that are set out in Schedule 1B of the Bylaw.
- 2.10 The Consent Holder must ensure that its drainage system (including any pre-treatment works or apparatus) complies with all applicable Acts, Bylaws, Regulations and any lawful direction or order given by Council.

- 2.11** There is to be no discharge of trade waste contrary to this consent.
- 2.12** There is to be no discharge of trade waste which may cause Council to breach its resource consent or statutory obligations.
- 2.13** The Consent Holder must not divert, connect, conduct, or direct any stormwater run-off from roofed areas, non-polluted roadways and loading areas to the Wastewater System unless otherwise specified in this consent.
- 2.14** The Consent Holder must not store raw material, products or wastes containing corrosive, toxic, flammable, or explosive materials without taking all reasonable steps to prevent entry into the Council's Wastewater System and Stormwater system from leak, spill or other mishap.
- 2.15** The Consent Holder must not discharge spent process solutions containing corrosive, toxic or flammable solutions to the Council's Wastewater System unless otherwise specified in this consent.
- 2.16** Bunding should be used for the storage of all liquids except rainwater. All operators working with bunds should carry out preventive maintenance and use standard operating procedures to stop escaping substances from entering the environment and/or the Council public Wastewater System.
- 2.17** The net capacity of any bunded compound in a storage facility should be at least 110% of the net capacity of the largest tank or container and should take into consideration the capacity displaced by other tanks within the same bunded area and any foundations. All interconnected tanks are to be treated as a single tank of equivalent total volume for the purposes of the bund design criteria.

Variation

- 2.18** If Council varies this Consent pursuant to the Bylaw, the Occupier must comply with the varied Consent.

Suspension and Cancellation

- 2.19** If Council suspends or cancels this Consent pursuant to the Bylaw, the Occupier must not discharge Trade Waste to the Wastewater System unless and until they have applied for and been granted a new Consent.

Termination

- 2.20** The Consent Holder must give at least 48 hours notice in writing to the Council prior to terminating the occupancy of the Premises.
- 2.21** When the Consent Holder ceases to occupy the Premises, then the Occupier is no longer entitled to discharge Trade Waste under this

Consent, but the Consent Holder will continue to be bound by any obligations under this consent which they are still to perform.

2.22 Where this consent has expired or been suspended or cancelled or where the Occupier has breached any of clauses 7.2(a) – (d) of the Bylaw, the Consent Holder must, if requested by the Council, disconnect the pipes and equipment used to discharge the trade waste (Disconnection Work). The Consent Holder must complete the Disconnection Work at its expense and to the satisfaction of the Council. If the Consent Holder fails to carry out the Disconnection Work, the Council may enter the premises and carry out any Disconnection Work necessary to prevent the discharge of trade waste into the wastewater or storm water system. Disconnection Work carried out by the Council will be at the expense of the Consent Holder.

Breach

2.23 The Consent Holder must inform the Council immediately on discovery of any accident including spills or process mishaps that may cause a breach of this consent or the Bylaw, or have the potential to cause adverse effects to any person, property, storm water, wastewater, receiving waterways or areas which receive sewage treatment works, or may cause the Council to breach any Act, Regulation, or Resource Consent.

2.24 Where any breach of this consent is identified by the Consent Holder or the Council, the Consent Holder must submit to the Council within 7 days of identifying the breach or being advised of it, a written explanation of the cause of the breach, the proposed action(s) to be undertaken and action(s) taken to prevent its recurrence.

2.25 The Consent Holder may not make any claim for damage, loss, or injury of any kind against the Council which arises as a result of the Consent Holder discharging trade waste into the Wastewater System.

2.26 The Consent Holder will indemnify the Council against all claims, by any person or body which arise as a result of the grant of this consent or the Consent Holder discharging trade waste into the Wastewater System.

2.27 The Consent Holder may not make any claim against the Council for compensation of any loss in relation to the exclusion of any trade waste from the Wastewater System during the unavailability of the Wastewater System.

2.28 The Consent Holder must pay to the Council any costs that are payable in respect of any breach of any term or condition of this consent.

Fees and Charges

2.29 The Consent Holder is liable to pay interest for any fees and charges remaining unpaid for longer than 28 days after notice by the Council that the amount is due. The rate of interest will be fixed by the Council.

2.30 The Consent Holder must pay to the Council on demand all charges as set out in the Council's Schedule of Fees and Charges on the trade waste components and characteristics specified in the Schedule 1 of this consent, including administration charges.

2.31 From the commencement date of this consent and until a variation is made, the Consent Holder must pay trade waste charges as follows (as set in the Council's Schedule of Fees and Charges):

- (a) The Consent Holder must pay a trade waste annual conditional charge. This charge is subject to change by resolution of the Council.

[And]

- (b) The total volume of waste discharged from the property (waste flow meter e.g. Magflow) Make/Model: ABB Flow Meter

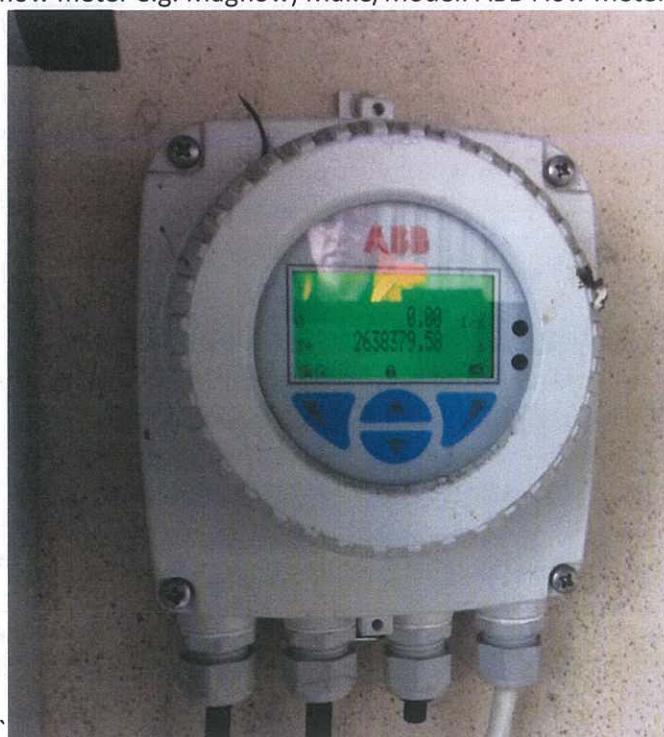


Figure 2: Photo showing the waste flow meter reader at Kiwi Rail

[And]

- (c) Strength charge(s): Suspended solids charge rate and organic loading (cBOD5) charge rate and strength charges for Total Kjeldahl Nitrogen (TKN), Arsenic (As), and Total Phosphorus (TP).

Sampling and Monitoring

2.32 The Consent Holder must submit to the Council within one Working Day of any request by Council details of:

- (a) Total waste water volume discharged from property; and
- (b) Total water usage on the property; and
- (c) Sample test results of characteristics of trade waste discharged to the Wastewater System.

2.33 The Consent Holder must allow the Council access to the property at all reasonable times for the purpose of conducting any inspection, examination, testing, monitoring, or sampling to ascertaining whether the trade waste discharged and conditions complies with this consent and the Bylaw.

2.34 To determine compliance with the characteristics specified in Schedule 1 of the Bylaw, all sampling of Trade Waste is to be conducted in accordance with section 8.10 of the Bylaw at the specified sampling location

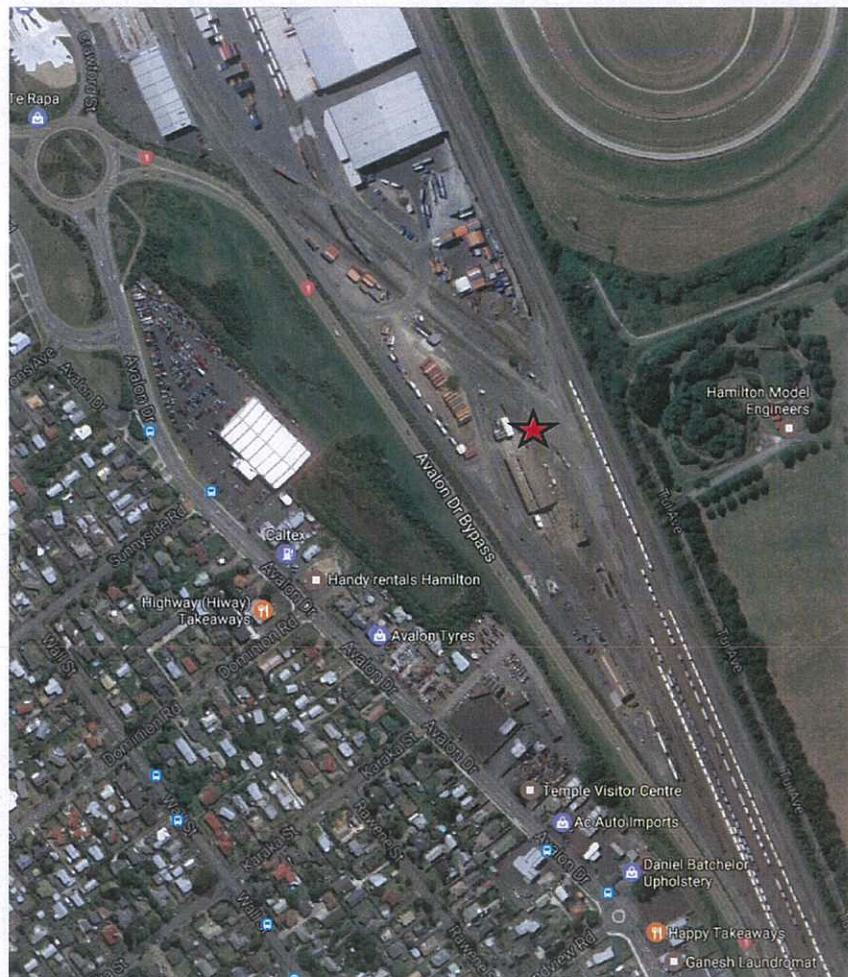


Figure 3: Aerial photo showing the sampling point at Kiwi Rail

TRADE WASTE CONDITIONAL CONSENT

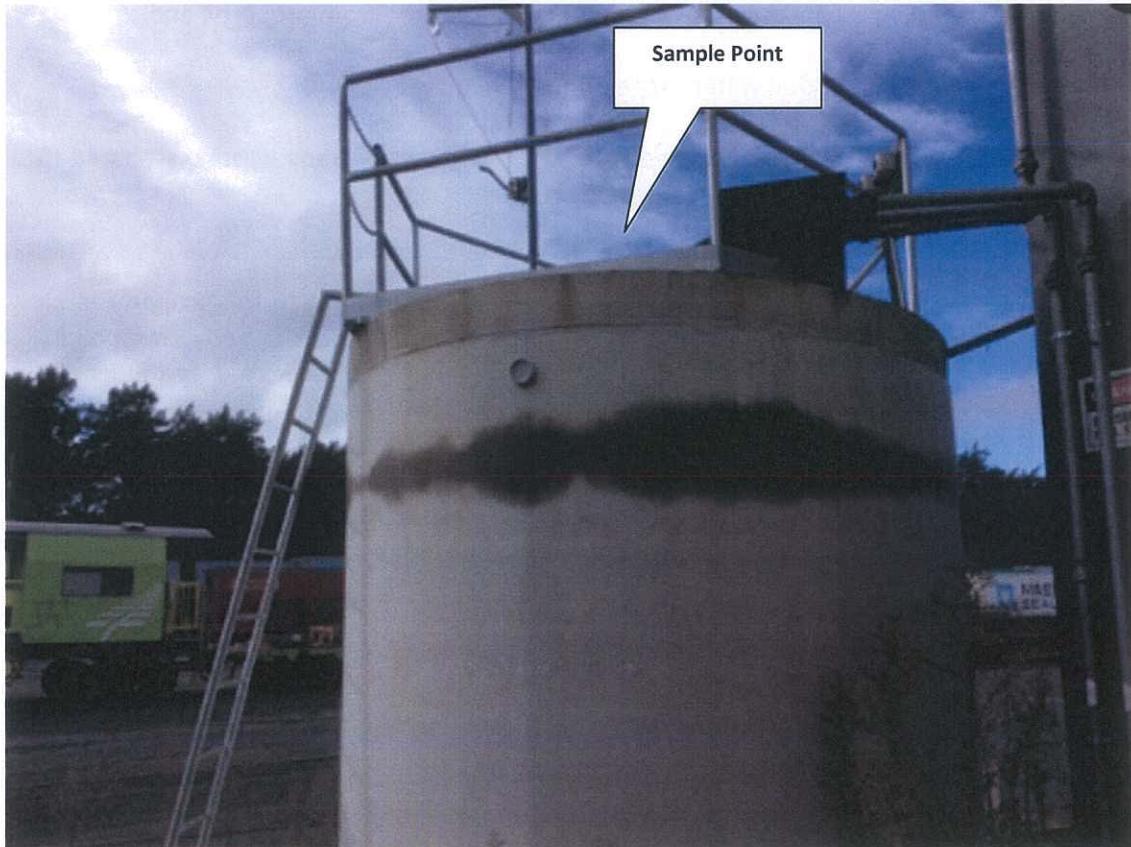


Figure 4: Photo showing the Hytrade Tank at Kiwi Rail where you can take the sample from.

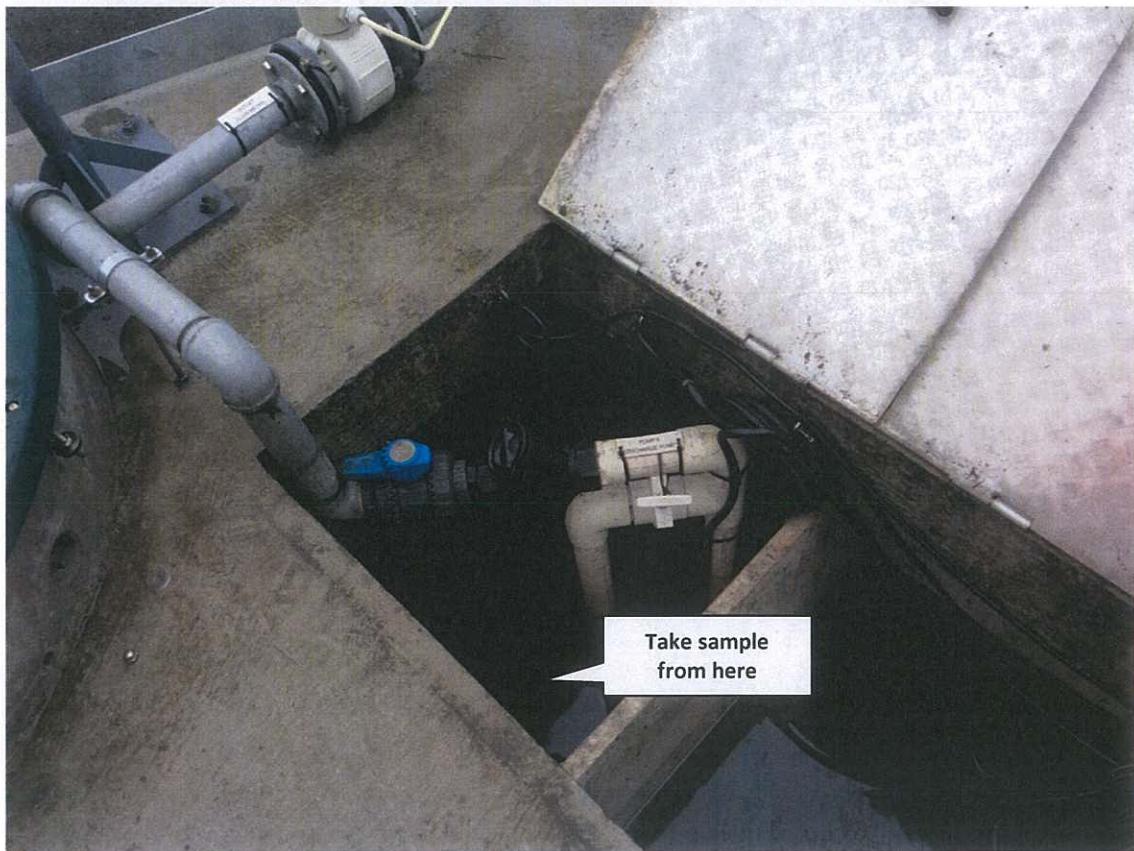


Figure 5: Close-up photo showing where to take the sample from Kiwi Rail

2.35 As from the commencement date of this consent, the Consent Holder must implement a program of self monitoring of the trade waste discharge, to be implemented as follows:

(a) A 24-hour flow proportional composite sampling of the trade waste discharge obtained from the sampling point as specified in 2.35 on one occasion every three months the levels and concentrations of the following components and characteristics must be determined, but not limited to:

Carbonaceous Biological Oxygen Demand	Total Suspended Solids
Total Kjeldahl Nitrogen	Total Phosphorus
Total Petroleum Hydrocarbon	pH

(i) The rate of discharge at the time of sampling must be estimated or measured, and the time and date of sampling recorded, with the analytical results for each sample. Sampling must be undertaken during normal operation and must not be subjective.

(ii) The sampling frequency may be reduced if Kiwi Rail demonstrates good compliance record.

(b) The sampling technique, analytical methods used and sample storage requirements must be as specified in section 8.10 (Sampling, Testing and Monitoring) of the Bylaw 2016.

(c) The Consent Holder must arrange for the results of the self monitoring program to be forwarded to the Council for review as soon as available from the laboratory, and the self monitoring report to be forwarded to the Council within 21 days of the date of sampling or as requested by the Council.

The self monitoring report shall include, but not limited to:

- Tabulated summary sheet detailing water consumption, flow rate, current accredited laboratory results, date/time of sampling, previous results and consent limits; and
- Supporting analytical report/s from an IANZ/or approved laboratory with specific testing (see 2.38 (a)); and
- Sampling methodology employed (see 2.38 (b)); and
- Non-conformances with explanations and proposed preventative measures with actions; and;
- Calibration details of monitoring devices where applicable.

(d) From the commencement date of this consent, Council at its discretion may arrange for an annual program of CCTV and sonar

survey of the sewer network as highlighted in Schedule 3 at the consent holders cost. The report will be made available to the Consent Holder. Council may direct that the CCTV and sonar survey take place more frequently for surveillance monitoring or incident investigation. The cost of such monitoring is at the consent holders cost.

- 2.36** The instrumentation must record rate of flow on a continuous basis, and a non-resettable totaliser reading cubic metres to two decimal places must be provided.
- 2.37** The Consent Holder must make available for inspection by the Council all flow charts and records upon request.

3. Management Plan

- 3.1** The Consent Holder shall provide a written Management Plan that shall be of a standard acceptable to Council.
- 3.2** The Consent Holder shall review its Management Plan at least on an annual basis to ensure the plan complies with good industry practice and following such review shall update the Management Plan to ensure it remains compliant with good industry practice. Where following a review of the Management Plan any material changes are made, the Customer shall provide a copy of the updated plan to Council within 10 Business Days of the update.
- 3.3** The Management Plan shall be implemented by the Consent Holder prior to the commencement of this consent.
- 3.4** The Management Plan shall contain, but shall not be limited to the following provisions:
 - (a) Processes to ensure that this Agreement, including Maximum Discharge Levels, is not breached (taking into account factors within the Consent Holder's control and reasonable contemplation);
 - (b) A site drainage plan approved by Council that identifies all wastewater, tradewaste, water and stormwater connections and discharge locations, receiving waterways or areas which receive treated;
 - (c) Cleaner production techniques and waste minimisation programmes which detail methods, proposed to improve the quality/quantity of the tradewaste discharge including time frame and implementation dates;
 - (d) Accountability and final destination of any waste disposal program and effective solids and liquid waste disposal procedures;

- (e) Continuous discharge flow and quality monitoring processes;
- (f) Pre-treatment processes including waste removal, maintenance schedule and servicing;
- (g) Contingency management and emergency spill procedures; developed for responding to situations which may arise at their premises but will pose a threat to the environment or the sewage system if allowed to occur without an adequately formulated response plan;
- (h) Preventive Plan implemented to identify possible potential hazards and carry out the appropriate corrective action to prevent accidents or discharges of unauthorised tradewaste arising from these hazards;
- (i) Reporting structure for issues of notification and protocols for breaches of this Consent;
- (j) Procedures to ensure that no Prohibited Trade Waste enters the Wastewater System; and
- (k) A self-monitoring plan detailing sampling and analysis of Trade Waste Characteristics with the specific purpose of monitoring, preventing a breach of Maximum Discharge Levels, or the Bylaw, and sampling and analysis to be completed in the event of a breach occurring.

3.5 In addition to the matters set out in clause 3.4, the Management Plan shall include any measures and plans to minimise disruption to the Wastewater System and the environment following emergency situations that may result in a breach of this Consent.

3.6 The Consent Holder must inform the Council in writing at the planning stage of all works or practices that shall have the potential to alter the nature or levels of the components and characteristics of the discharge to the Council's Wastewater System.

3.7 The Consent Holder must make available all documentation and receipts for sludge and spent process liquor removal from site for inspection by the Council if so directed.

3.8 The following trade waste pre-treatment programme shall be implemented by the Consent Holder as a minimum;

- (a) Cleaning out of the Oil and Grit Interceptors and the Hynds Integrated Trade Waste Treatment System (Hytrade) shall be carried out at least once every six or more frequently if required accordingly to the manufacturers specifications, or directed by Council.

- (b) The Oil and Grit Interceptors and the Hynds Integrated Trade Waste Treatment System (Hytrade) shall be cleaned by an Approved contractor.
- (c) Maintenance of the Oil and Grit Interceptors and the Hynds Integrated Trade Waste Treatment System (Hytrade) shall be carried out according to the manufacturer's specifications or more frequently if required by Council.
- (d) The Consent Holder shall maintain a record of pre-treatment service maintenance and cleaning. A copy of the pre-treatment service report or similar evidence that cleaning has been completed is to be forwarded to Council within 14 days of any pre-treatment service maintenance and cleaning being completed.
- (e) The pre-treatment service report shall detail:
 - Date & time of service
 - Name of approved service agent (Company & Operative(s))
 - Associated Waste Track reference number
 - Volume of waste removed in litres
 - Type of waste removed actual and waste track code
 - Disposal location
 - Date of disposal
 - Any comments regarding the service condition and any identified maintenance requirements including dates for completion.
 - Any non conformance

Treatment

- 3.9** The Consent Holder is responsible for the installation, operation and maintenance of the Pre-Treatment system and all associated equipment.
- 3.10** The Consent Holder must install, commission and make operational the Pre-Treatment system set out in Schedule 2 of this consent.

Schedule 1: Characteristics**1. General Characteristics****1.1 Flow**

- (a) The maximum 24 hour total flow volume must be less than 7.0 m³.
- (b) The maximum instantaneous flow rate must be less than 2.0 litres/seconds.

1.2 pH value

- (a) The pH shall be between 6.0 and 10.0 at all times.

1.3 Organic strength

- (a) The biochemical oxygen demand (cBOD₅) of any waste shall not exceed a concentration of 1,000 g/m³.

1.4 Oil and Grease

- (a) The oil and grease of any waste shall have a maximum concentration of 200 g/m³ and shall have no free or floating layer.

1.5 Solids

- (a) The suspended solids content of any wastewater must have a maximum concentration which shall not exceed a concentration of 2,000 g/m³.
- (b) Gross solids (non-faecal) must have a maximum dimension which shall not exceed 15 mm.
- (c) The settleable solids content of any waste shall not exceed 50 millilitre/litres.

1.6 Temperature

- (a) The temperature must not exceed 40 °C

1.7 Solvents and other organic liquids

- (a) There shall be no free layer (whether floating or settled) of solvents or organic liquids.

1.8 Radioactivity

(a) Radioactivity levels shall not exceed the Office of Radiation Safety (Ministry of Health) guidelines.

1.9 Transmissivity

(a) Due to the use of UV light disinfection at the Council's Wastewater Treatment Plant, the acceptability of discharges will be based on transmissivity testing at 254 nm. The discharge will be diluted at 10:1 with distilled water and tested at 254 nm. The waste discharged must have a transmissivity of 50% or more, equivalent to an absorbance of 0.3010 or less.

1.10 Colour

(a) Waste shall not have colour or colouring substance that causes the discharge to be coloured to the extent that it impairs wastewater treatment processes or compromises compliance with the final effluent discharge resource consent of the waste water treatment plant.

2. Chemical characteristics

2.1 Kjeldahl Nitrogen

(a) The Total Kjeldahl Nitrogen of any trade waste discharge must have a maximum concentration of 150 g/m³ at all times.

2.2 Total Phosphorus

(a) The Total Phosphorus of any trade waste discharge must have a maximum concentration of 50 g/m³ at all times.

For General Characteristics refer to *Table 1 – General Characteristics* within Schedule 1A of the Bylaw.

For Chemical Characteristics refer to *Table 2 – Chemical Characteristics* within Schedule 1A of the Bylaw.

For Heavy Metals refer to *Table 3 – Heavy Metals* within Schedule 1A of the Bylaw.

For Organic Compounds refer to *Table 4 – Organic Compounds* with Schedule 1A of the Bylaw.

For Liquid Waste from Pharmacies refer to *Table 5 – Liquid Waste from Pharmacies* within Schedule 1A of the Bylaw.

Schedule 2: Treatment Processes and Apparatus**1. Treatment processes**

- **Solids Settlement**
- **Hydrocarbon Removal**

2. Apparatus

Name of Pre-treatment device	Description of pre-treatment provided
Primary Treatment (2x oil and grit interceptors)	3000-litre capacity oil and grit interceptors: One for the wash bay and another one for the workshop. Most of the heavy solids and hydrocarbon are removed from this stage.
Secondary Treatment: Hynds Integrated Trade Waste Treatment System	7000-litre capacity with a primary settlement chamber, secondary treatment chamber with Hauraton Aquafix water separator, emergency storage chamber and aeration/discharge tank to remove any leftover hydrocarbon, solids and improve trade waste quality.

Schedule 3: CCTV and Sonar

As specified in condition 2.35(d) of this consent, an annual CCTV and sonar survey may be completed by Council at the consent holders cost:

- The survey will be completed by an Approved company.
- The Wastewater System is to be surveyed, upstream and downstream, from the nearest adjacent manhole to the consent holders site, see schematic below.

Or

- A CCTV and/or sonar survey may be completed by the Consent holder as follows:
 - Insert GIS mapping of the locations
- The CCTV and Sonar survey shall be at the cost of the Consent holder