

Kurow-Duntroon Irrigation Company Ltd

Scheme Management Plan

Version 2

Reviewed & Approved: April 2025



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Version Control

Revision Chronology						review
Revision No.	Revision Status	Reason	Date	Preparer	Approved	
1	Original document		February 2021	Irricon Resource Solutions		If revised
2	Approved	Consent condition changes	March 2025	Aqus	Board, April 2025	Annual for minor changes, as needed for updates

1. GLOSSARY OF TERMS

Word	Definition
2009-13 Nitrogen Baseline	<p>(a) the discharge of nitrogen below the root zone, as modelled with OVERSEER® (where the required data is inputted into the model in accordance with OVERSEER® Best Practice Data Input Standards), or an equivalent model approved by the Chief Executive of Environment Canterbury, averaged over the period of 01 July 2009 - 30 June 2013, and expressed in kg per hectare per annum, except in relation to Rules 5.46 and 5.62, where it is expressed as a total kg per annum from the identified area of land; and</p> <p>(b) in the case where a building consent and effluent discharge consent have been granted for a new or upgraded dairy milking shed in the period 01 July 2009 - 30 June 2013, the calculation under (a) will be on the basis that the dairy farming activity is operational; and</p> <p>(c) if OVERSEER® is updated, the most recent version is to be used to recalculate the nitrogen baseline using the same input data for the period 01 July 2009 – 30 June 2013.</p>
CAR	Corrective Action Request - associated with the complaints register and non-compliance levels. Details around the corrective measures to be taken are to be provided to the Shareholder.
Command Area	The area indicated on the Scheme map (refer Schedule 3) in which water taken for irrigation may be used for the irrigation of crops and pastures.
Critical Source Area (CSA)	Means a landscape feature such as a gully, swale, or depression that accumulates runoff from adjacent flats and slopes and delivers it to surface water body such as rivers and lakes, artificial waterways, and field tiles.
FEP	Farm Environment Plan.
FEP Implementer	An individual who makes day to day decisions related to the management of irrigation, fertiliser, soils, or effluent.
FMP	Farm Management Plan
Good Management Practice (GMP)	As described in the Industry Agreed Good Management Practice Guide, Version 2 (September 2015) and subsequent variations.
KDIC	Kurow Duntroon Irrigation Company Limited
Mahinga Kai	Literally means 'to work the food' and relates to the traditional value of food resources and their ecosystems, as well as the practices involved in producing, procuring, and protecting these resources.
Natural Wetland	<p>A natural wetland means a wetland (as defined in the Act) that is not—</p> <p>(a) a wetland constructed by artificial means (unless it was constructed to offset impacts on, or restore, an existing or former natural wetland); or</p> <p>(b) a geothermal wetland; or</p> <p>(c) any area of improved pasture that, at the commencement date, is dominated by (that is more than 50% of) exotic pasture species and is subject to temporary rain-derived water pooling.</p>
Primary Organisation	A Primary Organisation is the organisation, which the shareholder has confirmed in writing, is responsible for managing their environmental processes including for example, updating the FEP for the shareholder property.
Property	Any contiguous area of land, including land separated by a road or river, held in one or more ownership, that is utilised as a single operating unit, and may include more than one certificate of title.
River	The definition of river is given in the Resource Management Act as “a continually or intermittently flowing body of fresh water; and includes a stream and modified watercourse; but does not include any artificial watercourse (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal).
SMP	Scheme Management Plan – a living document that provides details of the practices and procedures to be put in place to operate the water take and delivery of water to the Scheme area and to monitor and manage the

	environmental effects arising from the use of water within the scheme, in order to ensure compliance with the conditions of the consent and minimise the potential for adverse effects of the environment arising from the exercising of the Scheme's resource consents.
Stock	As per Resource Management (Stock Exclusion) Regulations 2020, means beef cattle, dairy cattle, dairy support cattle, deer, or pigs.
Tuhituhi Nehera	Māori rock art
Wahi Taonga	Places of sacred or extreme importance to Māori
WSA	Water Supply Agreement between KDIC and each shareholder.
Wide River	As per Resource Management (Stock Exclusion) Regulations 2020, means a river (as defined in the Act) with a bed that is wider than 1 metre anywhere in a land parcel.

2. INTRODUCTION

2.1. Purpose

The purpose of this document is to outline the responsibilities, practices and procedures that the Kurow Duntroon Irrigation Company (KDIC) have in place to operate the take and delivery of water, and to monitor and manage the environmental effects of use of the water from the Scheme. This Scheme Management Plan (SMP) has been developed in accordance with the conditions of Environment Canterbury (ECan) resource consents [CRC220611](#). This Scheme Management Plan (SMP) shall be reviewed annually and if revised the updated SMP shall be submitted to ECan within one month of completion.

2.2 Scheme Description

KDIC is a small community-based irrigation scheme with a command area between Kurow and Duntroon on the South Bank of the Waitaki River.

The scheme originated in 1965 when the existing canal scheme was installed by the Ministry of Works to bring water from the Waitaki Dam to 1600 hectares of the local farming community via an open water race. In 1971 an extension of the scheme was established when a pump was installed at Waikaura to lift water into a new canal that ran to Duntroon via Racecourse Road, increasing the command area by an additional 400 hectares.

The scheme passed into community ownership in 1989 when the Upper Waitaki Irrigation Company was formed, and the recent name change to KDIC occurred in 2015 to avoid confusion with water irrigators in the Upper Waitaki catchment above the Waitaki Dam.

The recent upgrade of the open channel system toward a fully piped network will deliver guaranteed water to approximately 4000 hectares.

The Scheme supplies water for a myriad of property types, needs, and uses including horticulture, sheep, beef and dairy operations as well as small lifestyle blocks.

2.3 Resource Consents Held

The Scheme holds two **Take and Use** consent through Environment Canterbury summarised as follows:

	Consent No.	Point of Take	Use	Rate of Take	Annual Volume	Expiry Date
1.	CRC220611	Lake Waitaki, at or about map reference NZMS 260:140:0592-0981	Spray and Borderdyke Irrigation	3,000 L/s	26,300,000 m ³	23/04/2048
2.	CRC180561	Surface Water Abstraction Point (SWAP) CB17/5021	Spray Irrigation	1,800 L/s	21,840,000 m ³	23/04/2048

1. ECan consent [CRC220611](#) covers the main take and use of borderdyke and spray irrigation under the Scheme. This consent authorises the Scheme to take water from Lake Waitaki at or about NZMS 260:140:0592-0981 at a rate not exceeding 3,000 L/s and a volume not exceeding 26.3 million cubic metres per year.
2. ECan consent [CRC180561](#) covers additional spray irrigation. This consent authorises the Scheme to take 1,800 L/s from the Waitaki River at SWAP CB17/5021, with an annual volume of 21.84 million cubic metres per year. *(There is no infrastructure to utilise this consent; its ongoing relevance to the scheme is under review)*

The scheme holds the following other consents through ECan summarised as follows:

	Consent No.	Map Reference	Description	Expiry Date
3.	CRC205048	NZTM2000 1406547mE, 5035006mN	To discharge water to water, Pressure release valve at Doctors Point (1196l/s)	25/03/2036
4.	CRC175609	NZMS 260 140:143-981	Works in bed to maintain	23/08/2030

5.	CRC175611	NZMS 260 I40:071-086	Works in bed to maintain	23/08/2030
6.	CRC175613	NZMS 260 I40:173-981	Works in bed to maintain	23/08/2030
7.	CRC181893	NZTM 2000: 1395995mE / 5048133mN; and NZTM 2000: 1416292mE / 5030760mN	Excavate material, vegetation clearance in bed	02/10/2053
8.	CRC181894	NZTM 2000: 1395995mE / 5048133mN; and NZTM 2000: 1416292mE / 5030760mN	Divert surface water	02/10/2053
9.	CRC185837	NZTM 2000: 1395995mE / 5048133mN; and NZTM 2000: 1416292mE / 5030760mN	Earthworks	02/10/2053
10.	CRC181895	NZTM 2000: 1395995mE / 5048133mN; and NZTM 2000: 1416292mE / 5030760mN	To discharge for dewatering water	05/10/2053

The scheme holds an easement concession with DoC for pipelines through various river beds

	Concession No.	Map Reference	Description	Expiry Date
11.	63523-OTH	var	Pipeline to convey water. Otiake River, Kurow Creek, Awakino River, Otekaieke River	07.11.2048

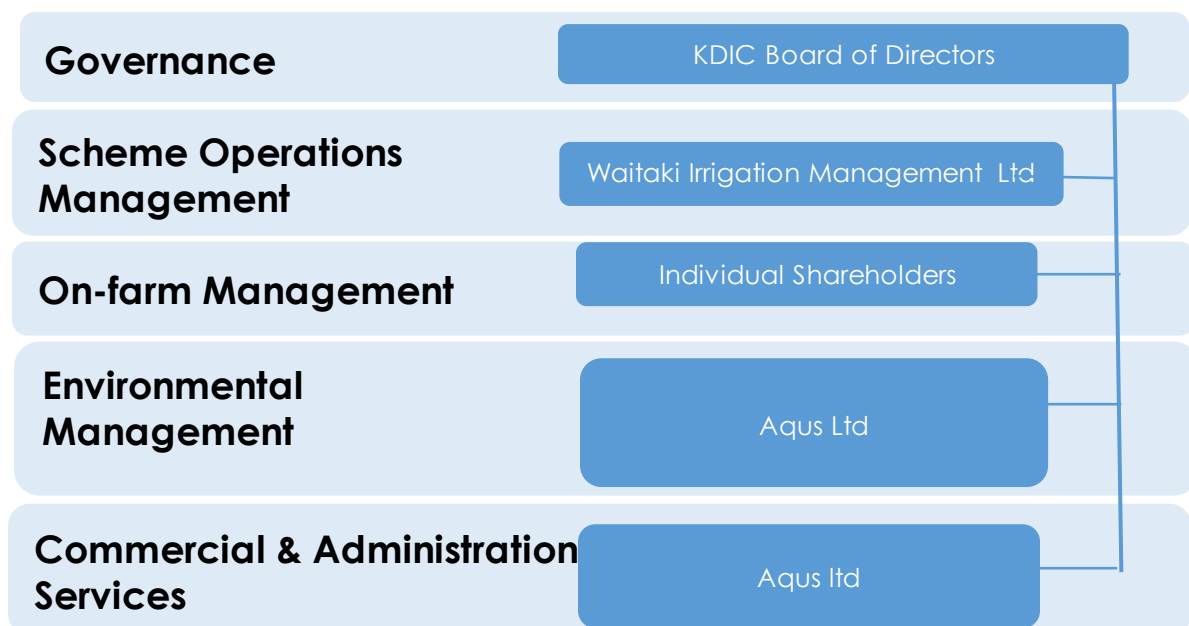
2.4 Water Allocation per Shareholder

Water is allocated on a per share basis. One share entitles the shareholder to 0.5L/sec as a rate of take, and an annual volume of 6,000m³ for spray irrigation or 10,000m³ for a borderdyke user per annum.

The annual volume of water allocated to each shareholder is stated on their farm environment plan, reflecting the number of shares that each shareholder owns. This is also summarised in Schedule 2; Shareholder List & Annual Volumes.

Water allocation through the distribution network is available on-demand, except for some properties on border dyke rosters.

3. ROLES AND RESPONSIBILITIES



KDIC represents its irrigating shareholders and is governed by a board of up to six directors whose responsibilities include:

- Attentive to achieving the objectives and targets set out in this SMP

- Encouraging shareholders to follow, at a minimum, Good Management Practice (GMP) in accordance with Industry-agreed Good Management Practices relating to water quality
- A focus on positive environmental outcomes and regulatory compliance.

The management of the scheme is contracted to Waitaki Irrigation Management Ltd (WIML). WIML's responsibilities include:

- Overall responsibility for the day-to-day operation of the irrigation scheme
- Carrying out or facilitating all required maintenance of scheme infrastructure including Point of Takes (POT)
- Maintain regular liaison with irrigators to ensure compliance with the conditions of supply
- Monitoring and reporting on the effectiveness of the scheme

Whilst the Board of Directors understand their responsibilities in representation of the scheme, it is mutually understood that the primary responsibility for delivery of the SMP sits with the irrigating shareholder and Scheme Management.

Shareholder responsibilities include:

- Ensuring FEPs and FMPs are kept up-to-date to reflect current farm infrastructure and management
- Ensuring all FEP targets and objectives are met/exceeded
- Active participation in the FEP auditing process
- Supplying information/records to the scheme in a timely manner, as and when requested
- Farming to GMP
- Abiding by the Water Supply Agreement
- Keeping to annual irrigation water volumes

The KDIC Water Supply Agreement is implicit that the supply of water is only for responsible and compliant use. Individual irrigators bear the obligation of ensuring their contribution to scheme compliance. KDIC recognise that the environmental management space is evolving at pace and are working to better resource and equip shareholders in meeting their compliance expectations.

Aqus has been appointed as Scheme Managers (for a term until 31 May 2025). Aquus is responsible for implementing the environmental management requirements set out in this plan as well as maintaining compliance with the resource consents held by the Scheme. The responsibilities are outlined in the Management Contract and include:

- Managing the delivery of the KDIC environmental management system and its responsibilities under the SMP and any current resource consents held by the company
- Ensuring compliance with all consents including reporting as required
- Managing any complaints and compliance breaches, whether occurring on farm or by the company
- Managing the FEP programme, annual audits and any actions arising from those audits
- Undertaking the company's water quality programme

4. APPROACH TO SUSTAINABILITY

KDIC recognises that irrigation water is an essential component of many local farming operations. It enables food and fibre production in times and locality that would otherwise be constrained by a lack of water. Ensuring the ongoing access and security of water contributes to the ongoing sustainability and vibrancy of the local community.

Many of the scheme shareholders are multigeneration producers who know the area as home.

The pace of changing expectations is recognised as a challenge across much of the primary industry. The KDIC board recognise this but will continue to work hard to foster constructive attitudes to delivering on environmental responsibility rather than approaching the future of the Scheme with a compliance requirement lens only.

5. FARM ENVIRONMENTAL PLAN OBJECTIVES AND TARGETS

A FEP Template that is compliant with the Canterbury Land and Water Regional Plan is required by consent conditions. The template includes the following objectives and targets:

Management Area	Objective	Target
Nutrients	a) Use nutrients efficiently and minimise nutrient losses to water. b) Nutrient loss does not exceed consented nitrogen loss limits.	1. Nitrogen losses from farming activities area at or below the: (a) Lawful exceedance loss rate or the Good Management Practice Loss rate (whichever is the lesser); or (b) consented nitrogen loss limits 2. Available Nitrogen loss mitigation measures (excluding those associated with irrigation, fertiliser or effluent Management) are implemented 3. Phosphorus and sediment losses from farming activities are minimised. 4. Manage the amount, timing and application of fertiliser inputs to match the predicted plant requirements and minimise nutrient losses. 5. Store and load fertiliser to minimise the risk of spillage, leaching and loss into water bodies.
Irrigation	a) The amount and timing of irrigation is managed to meet plant demands, minimise risk of leaching and runoff and ensure technically efficient water use.	1. New irrigation systems are designed and installed in accordance with industry codes of practice and standards, taking into account the specific requirements of the property's soil types and comply with KDIC resource consent conditions. 2. The performance of irrigation systems is assessed annually, and irrigation systems are maintained and operated to apply irrigation water at their optimal efficiency. 3. The timing and depth of irrigation water applied takes account of crop requirements, is justified through soil moisture monitoring or soil water budgets and climatic information and ensures field capacity is not exceeded. 4. Staff are trained in the operation, maintenance and use of irrigation systems. 5. Avoid the application of water onto non-productive land such as impermeable surfaces and river or stream riparian strips. 6. The annual volume of water provided by KDIC does not exceed the volume identified in the FEP for that property.
Cultivation and Soil Structure	a) The physical and biological condition of soils is maintained or improved in order to minimise the movement of sediment, phosphorous and other contaminants to waterways	1. Farming activities are managed so as to not exacerbate erosion. 2. Farming practices are implemented that optimise infiltration of water into the soil profile and minimise run-off of water, sediment loss and erosion.
Animal Effluent and Solid Animal Waste	a) Animal effluent and solid animal waste is managed to minimise nutrient leaching and run-off.	1. Effluent systems meet industry Codes of Practice or an equivalent standard. 2. The timing and rate of application of effluent and solid animal waste to land is managed so as to minimise the risk of contamination of groundwater or surface water bodies. 3. Sufficient and suitable storage is available to enable animal effluent and wash-down water to be stored when soil conditions are unsuitable for application. 4. Staff are trained in the operation, maintenance and use of effluent storage and application systems.

Waterbodies (wetlands, riparian areas, drains, rivers and lakes)	a) Wetlands, riparian areas and the margins of surface waterbodies are managed to avoid damage to the bed and margins of the waterbody and to avoid the direct input of nutrients, sediment and microbial pathogens.	<ol style="list-style-type: none"> 1. Stock area excluded from waterbodies in accordance with regional council rules or any granted resource consent: <ol style="list-style-type: none"> a. Within the irrigated area, stock are excluded from any natural, permanently flowing surface water feature by way of permanent fencing at a minimum setback of 5m, and where practicable, riparian planting shall be carried out within fenced areas. Temporary fencing will be erected when stock are grazing areas of the property where there is access to any other waterways or water feature of any kind not stated above. b. On all other areas of the property, stock are excluded from waterbodies in accordance with NES requirements and relevant regional council rules. c. Fencing will be maintained in a good state of repair. 2. Vegetated riparian margins of sufficient width are maintained to minimise nutrient, sediment and microbial pathogen losses to waterbodies. 3. Farm tracks, gateways, water troughs, self-feeding areas, stock camps and other farming activities that are potential sources of sediment, nutrient and microbial loss are located so as to minimise the risks to surface water quality. 4. Mahinga kai values are protected as a result of measures taken to protect and enhance water quality and stream health.
Point Sources (Offal Pits, farm rubbish pits, silage pits)	The number and location(s) of pits are managed to minimise risks to health and water quality	<ol style="list-style-type: none"> 1. All on-farm silage, offal pit and rubbish dump discharges are managed to avoid direct discharges of contaminants to groundwater or surface water.
Water Use (excluding irrigation water)	To use water efficiently ensuring that actual use of water is monitored and efficient.	<ol style="list-style-type: none"> 1. Actual water use is efficient and appropriate for the end use.
Tuhituhi Nera (Rock Art Sites) & Wahi Taonga	<ol style="list-style-type: none"> a) To protect tuhituhi nehera sites and the historic, ecological and Ngai Tahu values associated with these sites and their surroundings. All land within the KDIC command area that contains Māori Rock Art must be identified. b) To protect any other wahi taonga sites (areas, places or sites that are significant to Māori). All land within the KDIC command area that contains wahi taonga must be identified. c) The sites are to be mapped on the FEP map with GPS co-ordinates included, and all relevant 	<ol style="list-style-type: none"> 1. Locate any Māori Rock art or wahi taonga on an aerial photo/farm map. 2. Minimise hydrological impacts of new irrigation development on identified Māori Rock Art/wahi taonga sites. 3. Undertake all farm activities in a manner that ensures the protection of Māori Rock Art/wahi taonga sites.

	archaeological survey reports are to be attached to the FEP. Any recommended mitigation measures must be incorporated into the FEP also.	
Mahinga Kai and Biodiversity	<p>a) To minimise adverse effects on mahinga kai, wahi tapu and wahi taonga values.</p> <p>b) To safeguard significant indigenous biodiversity and ecosystem values within the Scheme area, including taonga species valued by Te Runanga o Moeraki.</p>	<ol style="list-style-type: none"> 1. Mahinga kai, wahi tapu and wahi taonga sites, along with indigenous biodiversity and ecosystem values on the property are recognised by achieving other objectives and targets in the Farm Environment Plan, and in addition by: <ol style="list-style-type: none"> 1.1. Identifying any mahinga kai, wahi tapu and wahi taonga sites, indigenous biodiversity or other areas of significance on the property; and 1.2. maintaining existing indigenous vegetation in accordance with relevant regional council and district council vegetation clearance rules or any granted resource consent; and 1.3. identifying opportunities to undertake additional plantings of indigenous vegetation, and carrying out and managing any additional plantings in accordance with regional council guidelines for riparian planting; and 1.4. undertaking farming activities in a manner that minimises adverse effects on existing indigenous vegetation and on any additional plantings of indigenous riparian vegetation; and 1.5. managing pest plants in accordance with regional council rules 2. Specify the location (on a map) of any springheads, wetlands and spring fed streams on the property to recognise their high instream biodiversity values. 3. Prioritise fencing and stock exclusion targets for spring heads, wetlands and spring fed streams.
Ongoing Updates	<p>a) To provide information to the consent holder including land use, area irrigated, stock numbers and fertiliser use.</p> <p>b) Ensure the FEP is prepared, implemented and regularly reviewed.</p>	<ol style="list-style-type: none"> 1. Ensure Overseer reporting is completed annually (for shareholders with 20 or more shares) and provided to KDIC by 15 August of each year. 2. New shareholders will supply a copy of their Schedule 7 compliant FEP to KDIC before water is supplied. 3. All shareholders will supply an updated copy of their Schedule 7 compliant FEP to KDIC to reflect any significant management or infrastructure changes on their property, before a scheduled audit, or at any other time as requested by KDIC. 4. All shareholders will be audited on a regular basis, in line with the ECan auditing schedule (based on audit grade received).

6. SCHEME OBJECTIVES, POLICIES & METHODS

The Scheme's primary objective is to ensure that it is compliant with its resource consents.

To achieve this, KDIC has identified several key objectives and have outlined below the policies and methods that will be used to implement these objectives.

6.1 Continuous Improvement

Objective

- Encourage continuous improvement of on-farm practices through on-going education and support.

Policies and Methods

- Collate and provide best farm practice information to shareholders.
- Provide workshops around relevant environmental management practices as and when required.

6.2 Irrigation Efficiency

Objectives

- For shareholders to achieve technically efficient use of water, whilst minimising runoff and drainage.
- Irrigation is managed on-farm in such a way to ensure compliance with CRC220611.

Policies and Methods

- Ensure any new irrigation infrastructure takes into account the shareholders property's soil types, is designed and accredited by a qualified professional and is installed in accordance with the accredited design; require proof of this be provided to the scheme by the shareholder on request.
- Ensure any existing irrigation infrastructure is able to perform in accordance with the Code of Practice for Irrigation Evaluation 2010; require proof of this to be provided to the Scheme by the shareholder on request.
- Ensure an up-to-date scheme property list is maintained which identifies the irrigation infrastructure employed on each farm, the area covered by each irrigation type, as provided through the FEP process.
- Provide each shareholder with a scheme annual volume allowance.
- FEP Audits check to ensure GMP practices around irrigation application and maintenance are being followed by shareholders.

6.3 Farm Environment Plan

Objectives

- All shareholder and associated properties (irrigating equal or greater than 20ha) must have a current FEP which is compliant with the current KDIC consent and the Operative Land and Water Regional Plan as well as including any scheme specific targets/objectives (see section 5 above)
- Continuous improvement of on-farm practice is encouraged through updating the FEP when any significant management changes occur on farm and/or before a scheduled audit.
- Where there is a change in farm system or management/ownership, associated properties are to have their FEP audited within 12 months of this change occurring.
- The entire area of the farm is to be included in the FEP, not just the irrigated portion

Policies and Methods

- Irricon Resource Solutions has developed an ECan approved scheme specific FEP template to be used for all shareholders where KDIC is nominated as the primary organisation. Shareholders using a template other than the approved KDIC FEP template must ensure that:
 - a. the template has been approved by ECan; and
 - b. any additional information required under the KDIC consent is included in the template (*this information will be available on request*).
- Ensure shareholder FEPs are updated prior to audits, and at any other time as requested by the scheme.
- Properties irrigating less than 20ha are subject to a Ecan compliant Farm Management Plan in accordance with Ecan LWRP rules & appendix CRC220611B.

6.4 Farm Environment Plan Audits

Objectives

- FEP Audits are an integral part of the cycle of continuous improvement and are a feedback tool to support shareholder education.
- FEP Audits are completed to comply with conditions and timeframes set out in consent CRC220611.
- FEP Audits are completed in accordance with the most recent version of the *Canterbury Certified Farm Environment Plan (FEP) Auditor Manual* (The FEP Auditor Manual).

Policies and Methods

- FEP Auditors are to act in a manner which is consistent with the environmental goals and objectives of KDIC.
- FEP Auditors are trained and knowledgeable in resources and information to assist shareholders with continuous improvement of their farming practices.
- Audits will only be completed by certified and suitably qualified individuals meeting the criteria for a FEP Auditor under the LWRP.
- FEP Auditors will ensure objectives in FEP are met and assign actions/grades as appropriate to address inaction on the shareholders part.
- FEP Auditors will lodge the final audit report with ECan and provide a copy to the shareholder, the scheme and Aqus. Aqus will note the grade and associated re-audit timeframe in KDIC "Data on line".
- Where a FLU consent applies to a property receiving water under KDIC consents, the FLU audit conditions take precedence (according to guidance in Ecan Auditors manual), while still requiring KDIC consent conditions to be referenced.

6.5 Instances of more than one Irrigation Water Source

Objective

- Where shareholders have additional irrigation water sources for their property such as another scheme or independent consent, it is important that there is clear communication and understanding around the roles and responsibilities with regard to environmental processes.

Policies and Methods

- A Shareholder may choose to nominate a primary organisation, other than KDIC, to co-ordinate their FEP & Audit track based on the proportion of the property that is irrigated by that scheme, or other relevant factors. If water is supplied under any other consent (independent or another scheme), or a FLU is held, a single FEP covering the entire property and reflecting those conditions is required.
- In order for the primary organisation to ensure that the shareholder meets his/her obligations under the KDIC SMP, a schedule of KDIC's Farm Environment Plan Objectives and Targets is to be provided to the primary organisation by the shareholder.
- Shareholders are to confirm the primary organisation managing the environmental requirements for their property and must provide permission for all relevant information to be shared between the organisations.
- Shareholders are to advise KDIC if they are no longer a shareholder with the primary organisation or if they wish to change their primary organisation.
- Shareholders must demonstrate that KDIC water is not applied concurrently with water authorised by any other consent.

6.6 Overseer Nutrient Budgets

Objective

- Nutrient budgets are consistent, robust, reproducible, and completed in a timely manner.

Policies and Methods

- Nutrient budgets are prepared or reviewed by a Certified Nutrient Management Advisor (CNMA).
- All shareholders irrigating equal to or greater than 20 hectares are required to produce an Overseer file annually.

- The Scheme has set clear guidelines around the dates by which nutrient budgets are required from shareholders (*refer Schedule 6: Reporting Deadlines*).
- Shareholders are responsible for contacting the providers of the nutrient budgets to ensure that they are provided to the scheme in line with Schedule 6, contain the required information, and meet the following conditions:
 - All nutrient budgets are to be supplied in the most recent version of OVERSEER®
 - All nutrient budgets are completed in accordance with the most recent OVERSEER® Best Practice Data Input Standards
 - Any errors found in the nutrient budget are to be corrected by the individual who completed the original budget and re-submitted
 - Deviation from input standards are recorded, with reasons and the original input information provided
 - All records relating to OVERSEER® nutrient budgets are kept and made available upon request
- Shareholders need to ensure their OVERSEER® subscriptions are kept up to date to allow for access to nutrient data prior to FEP Audits.
- Shareholders must ensure that Irricon Resource Solutions has been granted permission to access OVERSEER® to allow nutrient budget information to be collated for the annual Scheme Nutrient Budget Report.
- A copy of the Nutrient Budget report is to be supplied to KDIC.
- The Aqus environmental team is responsible for ensuring that shareholders have provided the information to Irricon in timely manner to allow for the required Scheme Nutrient Budget Reports to be compiled and provided to ECan by 30 September of each year (*refer Schedule 6*).

6.7 Property Sales and Leases

Objectives

- Shareholder property sale transactions and transfer of leases to continue, while still ensuring continuity of data provided to KDIC to meet environmental reporting requirements.
- New owners or lessees of Scheme-irrigated properties are familiar with the nutrient management requirements under the shareholder's Water Supply Agreement.

Policies and Methods

- KDIC recommend that all Sale and Purchase and Lease agreements should include standard clauses relating to:
 - The provision of data and information to future owners, leases or licensees of a shareholder property (including but not limited to all current and previous Farm Environment Plan(s), Audit Reports, OVERSEER® nutrient budget(s)); and
 - In the case of a Sale and Purchase agreement (where shares are also being sold), that the parties will seek approval for the share transfer from KDIC in accordance with the Company constitution and any Share Transfer Process that has been set by KDIC; and
 - In the case of a lease or license, requiring the lessee or licensee (as might apply) to comply with all requirements that might exist or might be required by the shareholder and KDIC.
- The shareholder will at all times be responsible for all matters relating to the supply of water and provision of data and information to KDIC (regardless of any license or lease arrangement).
- Share transfers will not be approved by the KDIC Board until KDIC has confirmation the Farm Environment Plan, Audit Reports, OVERSEER nutrient budget(s), and any other relevant information is updated and provided to the new owner.
- All information relating to the property's historical OVERSEER nutrient budgets, FEPs and FEP Audits will be freely available to any new owner or lessee.
- Shareholders are to advise KDIC of the contact details of any new lessee of their property prior to the lessee taking over management of the property.
- Aqus Ltd is to be notified of any change in property ownership, management or leaseholder in order to update details in Data on Line.
- In accordance with clause 14(g) of resource consent CRC220611, ECan is to be notified by the Aqus Ltd environmental team (on behalf of KDIC) of any change of party to a Water Supply Agreement within one month of it occurring.

6.8 Stock to be excluded from Waterways

Objectives

- To minimise any adverse effects from sedimentation or faecal contamination of groundwater and surface water, by excluding stock from natural waterways.
- Enable an efficient flow of water within any remnant irrigation races, thereby ensuring reduced maintenance costs and a tidy appearance, by allowing stock to graze the irrigation race (under certain conditions and with express permission) when dry.
- To meet obligations of resource consent conditions

Policies and Methods

- At no time are stock allowed to graze in a river, wide river or natural wetland.
- Permanent fencing shall be erected at a minimum setback distance of five metres from the edge of any natural, permanently flowing, surface water body.
- Temporary fencing will be erected when stock are grazing areas on the property where there is access to any other waterways or water feature of any kind not included in the clause above.
- All fencing is to be maintained in a good state of repair.
- In certain circumstances and at the discretion of the Operations Manager, any remnant irrigation races (being artificial watercourses), may be break fenced and grazed for a limited period of time over the winter months when the irrigation race is dry. NB: Express written permission will need to be obtained from the Operations Manager each season, detailing specific dates and conditions by which a shareholder may graze the remnant race/s.

6.9 Waste Material in Remnant Races

Objectives

- To eliminate the amount of on-farm debris, such as silage cover, baleage wrap, drums etc. from entering any remnant water races and causing potentially costly issues with siphon grills, slip-gates and pump impellers.
- To eliminate the associated health and safety risk to scheme operation staff and/or on-farm staff caused by having to enter any remnant race and remove the debris.

Policies & Methods

- Shareholders and/or farm staff are to ensure that waste material is disposed of correctly.
- Shareholders and/or farm staff are to ensure that any loose waste material found on the Property is picked up immediately or as soon as practically possible.

7. STANDARD OPERATING PROCEDURES

7.1 Abstraction Limits

The resource consents held by KDIC specify upper abstraction limits for the taking of water from the Waitaki River and Lake Waitaki. In order to ensure compliance with these conditions, the Scheme monitors volumes and rates of take at the lake intake, pump sheds and individual shareholder points of take (POT).

Consent	Rate of Take (L/s)	Annual Volume (m3)	Use
CRC220611	3000	26,300,000	Spray & Borderdyke
CRC180561	1800	21,840,000	Spray only

The Point of take for KDIC abstraction for CRC220611 is SWAP I40/0615, Lake Waitaki, NZMS 260:I40:0592-0981. (For CRC18056, Surface Water Abstraction Point (SWAP) CB17/5021 is not currently being abstracted against.)

CRC220611 abstraction is telemetered with real time flow rate being available at all times.

The Operations Manager, while monitoring the rate of take multiple times per hour, also has an alert set at 1800 L/s to alert him (via text) if the rate of take exceeds this, allowing an opportunity to problem solve before non-compliance becomes an issue.

KDIC tabulates weekly/monthly the total volume extracted from its consent to not exceed its annual volume of 26,300,000 m³ under CRC220611

The real-time telemetered data from Rubicon Water is provided to ECan via the Hilltop Database (Watermetrics) to ensure compliance with consent CRC220611. A compliance report is prepared on request by Watermetrics to cover period 01 July to 30 June the following year; this is submitted to Ecan under CRC220611 condition 4.b.ii

7.2 Restrictions

The resource consent held by KDIC to abstract water from Lake Waitaki (CRC220611) includes conditions that require the Scheme to cease take in the event of low lake levels, being if Lake Waitaki falls below 227m a.m.s.l.

Reductions in take and/or supply may also occur due to other causes including (but not limited to) natural disasters (such as earthquakes), infrastructure or equipment failures, operational issues, or other unforeseen circumstances. These may affect all or any part of the Scheme. While KDIC will make every reasonable endeavour to meet water users' requirements, the Scheme may from time to time be required to impose restrictions on a water users take. KDIC shall in no way be liable to the water users for any loss arising out of the failure to supply water to the water user at any time/s.

It is important to ensure that all water users comply with the Scheme's requirements for the take and use of water. Users not adhering to such requirements and any associated restrictions and rostering system could result in non-compliance against the Scheme's conditions of consent, thereby putting the water supply for all users at stake. Any failure to comply immediately following notification will result in a Level 4-8 Non-Compliance, and associated period of discontinuance of water.

(CRC180561 has restrictions conditions relating to minimum flow in the Waitaki River. As this consent is not currently being abstracted against, it is not considered here further. Details are available in the consent and will be included in the SMP if the consent is utilised.)

7.2.1 Default and Minimum Cessation Level/Flows

7.2.1.1 CRC220611 Cessation Level (Lake Waitaki)

Condition 2 of **CRC220611** states that the taking of water in terms of this permit shall cease whenever the level in Lake Waitaki falls below 227 metres above mean sea level, as assessed by Meridian Energy Limited and published on www.meridianenergy.co.nz/AboutUs/LakeLevels.

7.2.1.2 Restrictions and Rostering

If KDIC is required to restrict the amount of water available to water users, the scheme managers, in consultation with the appropriate staff and/or contractors, will develop a rostering or restrictions system for managing a restricted water supply to any or all water users. The rostering or restrictions system may require water users to reduce their rate of take (for example, reduce to 50% of their full rate of take), or reduce their water take for a period of time (for example, reduce to half the usual rostered time for borderdyke irrigators). When developing the rostering or restrictions system, the varying needs and requirements of different water users may be taken into account, including farm system type, irrigation system type, and so on. KDIC will ensure that any restrictions or rostering changes occur for as short a time period as possible.

Specific restrictions or rostering processes may be determined by the Scheme on a case-by-case basis, depending on the cause and timeframe of the restrictions period.

7.2.1.3 Restrictions Notification

In the advent of restrictions or rostering changes being imposed due to water shortage, the operations manager will contact shareholders directly (by way of text message and/or phone call) at the earliest

possible convenience to advise them of the impending restrictions. Shareholders will be made aware of the specific restrictions or rostering changes that are being implemented and how long these are anticipated to last.

All water users are expected to comply with any such restrictions imposed immediately following notification; Failure to do so will result in the water user being liable for a discontinuance of water supply for a period to be determined by the Directors of the Company (Level 4-8 of Non-compliance).

7.3 CRC205048 Pressure Release Valve

A resource consent is held by KDIC to allow the discharge of water from a pressure release valve in the main pipeline in the event of full scheme outage if the scheme is running at full capacity. The pressure release valve is constructed in the vicinity of Doctors Creek, and any water would be discharged to a riprap basin and dissipation weir, from there to Doctors Creek and subsequent road side drainage.

A condition of consent is to include these Practical Operating Procedures, overseen by Waitaki Irrigation Management Ltd

To prevent the pressure release valve being activated during a heavy rain event:

- a. Weather monitoring shall occur daily and shall include but not be limited to checking weather forecasts daily for the Doctors Creek catchment (Otekaieke).
- b. If "heavy rain" is forecasted for the Doctors Creek catchment (Otekaieke), then the consent holder shall check the water level at the Doctors Creek culvert at least once every 60 minutes, during the rain event.
- c. The scheme shall cease supplying water within three hours if the level of water flowing through the culvert is either at 75% or higher, or appears likely to rise to this level.
- d. Once the rain event has ceased and the water level in the Doctors Creek culvert is below 75% full, the scheme may commence supplying water in a controlled manner, with full supply capacity not occurring until at least 7 days after the scheme has come back on line.

For the purposes of this consent, "heavy rain" is defined as meeting one or more of the following criteria:

- i. 30 millimetres over three hours;
- ii. 50 millimetres over six hours;
- iii. 70 millimetres over twelve hours; and
- iv. 80 millimetres over 24 hours.

Te Runanga o Moeraki are to be advised within one day of the pressure release valve being activated via email to Aukaha at info@aukaha.co.nz; The consent holder is to advise in writing to the Canterbury Regional Council, Attention Regional Leader – Monitoring and Compliance, within one day of the Pressure Release Valve being activated

7.4 Farm Environmental Plans

All shareholders irrigating equal to or greater than 20 hectares are to complete a Farm Environment Plan (FEP). (For Scheme purposes, this is met by having a shareholding of 20 shares or more.)

A FEP is an environmental risk-management tool which helps farmers recognise on-farm environmental risks and set out a programme to manage those risks. Each Plan is unique to a property and is reflective of the local climate and soils, the type of farming operation, and the management ideals of the land user.

In terms of the Scheme, emphasis is placed on efficient use of water and minimising nutrient losses to water. Additionally, all FEP's created under the Scheme require provision for fencing and riparian planting with specific conditions relating to this set out in resource consent [CRC220611](#), along with the annual volume of water that each property is entitled to.

The scheme has a FEP template which complies with the objective and target requirements of Schedule 7 of the Land and Water Regional Plan and all other resource consent requirements.

Properties irrigating less than 20ha are required to have a Farm Management Plan. These are less intensive documents that do not require auditing. These plans are to be reviewed annually and a copy sent to Aqus on behalf of the scheme. These will be provided to ECan on request

7.4.1 Farm Environment Plans for New Properties

All new shareholders and/or shareholder enterprises are to supply a copy of their compliant FEP to KDIC, before water can be delivered to the property. This will require either:

- Preparing/updating the KDIC FEP Template (refer Appendix1) for their property; or
- If the shareholder has nominated another primary organisation, ensure the Property's FEP is prepared/updated to include the schedule of KDIC's Farm Environment Plan Objectives and Targets (refer Section 5 of this SMP). A copy is required to be held by Aqus in KDIC files.

7.4.2 Farm Environment Plan Area

A Farm Environment Plan is to cover the whole shareholder property and the whole shareholder property will be audited (not just the irrigated area). In the instance where a property has a number of independently managed operating units within the property boundary, the following examples will apply:

1. One shareholding with two dairy sheds, with each dairy shed platform overseen by a sharemilker or manager who is primarily responsible for making day to day decisions for their platform = 2 FEPs
2. One shareholding with two dairy sheds, where stock are grazed and milked on both platforms and overseen by the same manager = 1 FEP
3. Two or more properties and/or shareholdings (under one or more ownership) managed by the same person and where stock are grazed over both properties, and/or crop rotations are managed over all properties = 1 FEP

7.4.3 Farm Environment Plan Completion

All shareholders are required to update their FEPs prior to a FEP Audit and within 12 months of any significant management change, for example new/changed irrigation, change of manager, change to effluent system etc. The cost of updating FEPs is borne solely by the shareholder.

Aqus will provide 60 days' notice of the date FEPs are to be updated by, i.e. 60 days in advance of the FEP Audit due date. Shareholders may choose to engage the services of an environmental consultant to assist with the updating of their FEP.

It is important that the required information is provided in a timely manner. Failure to comply will result in the process in section 9.7.1. being triggered.

7.5 FEP Audits

7.5.1 FEP Auditor Codes of Conduct

FEP Auditors are highly experienced and qualified individuals who are accredited by ECan to ensure audits are completed in a professional, ethical and transparent way.

KDIC see the FEP Audits as an essential component of the programme for continuous improvement and expect FEP Auditors to engage constructively and support shareholders in their journey towards making the changes needed to improve water quality.

7.5.2 FEP Audit Conflict of Interest

The FEP Auditor shall notify Aqus prior to the start of a property's audit, should any of the following relationship/s with the property be identified:

- personal relationship, kinship or business with any company, shareholder or staff being reviewed during the FEP audit; and/or
- any other relationship which may compromise the integrity of the FEP Audit.

If a conflict of interest is identified, Aqus will ensure that either:

- the FEP Audit and Report is completed by an alternative suitably qualified auditor; or
- the FEP Audit and Report is attended by and co-signed by another suitably qualified auditor.

7.5.3 Farm Environment Plan Audit Process

All Farm Environment Plan (FEP) Audits will be completed by a suitably qualified professional in accordance with the most recent version of the *Canterbury Certified Farm Environment Plan (FEP) Auditor Manual* (The FEP Auditor Manual). [A link to this information is provided in Appendix 6](#)

All FEP Audits and supporting information may be subject to external peer review to maintain transparency in the FEP Auditing process and outcomes.

The cost of FEP Audits and any associated updates required to complete the audits shall be borne solely by each shareholder. Audit costs will be on-charged to the shareholder. A higher audit grade means less frequent auditing and therefore lower compliance costs.

7.5.4 Start of Season Audit Identification

Each spring, Aqus will identify the properties to be audited during the coming season. Factors to be considered when creating a list of properties to be audited include:

- Any property due for an audit this coming season, based on their previous grade.
- Any new shareholders (either transferred or recently joined).
- Any shareholder where a change of system, management or ownership was identified.
- Any shareholder property in development where KDIC felt it appropriate to audit more frequently.

Where the manager of a property receiving water under consent CRC2206111 changes or the farm system changes, then an audit shall be undertaken within 12 months of the change. A change in the farm system means whole farm operation conversions, including but not limited to, converting between dairy support, dairy platform, sheep & beef and cropping; and also, any introduction of a new stock type to the farm, e.g. deer or wintering dairy cows. Changes such as varying the type of crop grown or varying the relative proportions of stock types do not constitute a farm system change.

Aqus will contact Irricon to contract Audit services for the season and provide a list of properties requiring an audit, contact details and access to FEP files and other relevant information.

Properties on the audit list will have been notified of the inclusion in the audit round when emailed with the requirement to update their FEP in accordance with 7.4.3 above

The complete list of properties due for a FEP Audit will be provided to KDIC & Irricon (as contracted auditors) by the 1st September each year.

7.5.5 FEP Audit Scheduling

Audits are scheduled directly with the Shareholder by the auditor engaged on behalf of KDIC. Shareholders will be given at least 10 working days' notice of their FEP Audit, unless the shareholder requests the audit is completed in less time. The auditor will confirm the FEP Audit date, time and assigned auditor via email.

7.5.6 FEP Audit Cancellation

The auditor will book FEP audits according to resource consent requirements, land use and location at least 10 working days prior to the audit. Wherever possible, audits will be timed to avoid high workload periods e.g. during calving for dairy farms, during harvest for arable properties etc.

The shareholder will have an opportunity to defer audits to another day at the time of booking, but late cancellation can cause the auditor to have significant down time between audits and/or increase travel time and costs. Therefore, shareholders are expected to provide at least 5 working days' notice to enable the auditor or the Irricon team to book another shareholder in that time slot. Shareholders will be liable for the costs of re-scheduling their audit if they cancel their pre-arranged audits with less than 5 working days' notice.

7.5.7 FEP Audit Procedures

All FEP Audits will be conducted in accordance with the most recent version of the FEP Auditor Manual. FEP Audit reports shall be graded in accordance with the guidelines set by the FEP Auditor Manual, and any standards agreed through ECan or KDIC FEP Auditor consistency meetings. [See link at Appendix 6.](#)

7.5.8 Notification of Non-Compliance

Where the FEP Auditor identifies a potential breach of this SMP, resource consent or Permitted Activity Rule, they are to immediately advise the shareholder of the breach and inform Aqus and KDIC.

7.5.9 FEP Audit Reports

All FEP Audit Reports will be completed using the most recent FEP Audit Template available from Environment Canterbury.

Where a Farm Land Use (FLU) consent is applicable, the FLU conditions dictate the audit format, while recognising KDIC consent conditions

7.5.10 FEP Audit Draft Report Correspondence to Shareholders

Shareholders and Aqus are to be provided with the draft FEP audit report/s via email by the FEP Auditor within 10 working days of the FEP audit report being completed.

From the first working day following the communication of the report the shareholder, KDIC or an Aqus staff member will be entitled to 10 working days to advise if there is any:

- Factually incorrect information included in the original draft report; and/or
- Further information or evidence provided

7.5.11 FEP Audit Final Report

If no feedback is given after 10 working days, the draft audit report is automatically finalised. Where the FEP Auditor has received feedback from either the shareholder or KDIC/Aqus staff relating to the draft FEP Audit Report, the FEP Auditor will update the FEP Audit report to reflect this information within the 10-working day period. Any feedback given, or amendments made will not extend the 10-working day feedback period. The FEP Auditor will submit the finalised FEP Audit report to ECan via the ECan FEP Auditor Portal, referencing the relevant scheme consent. A Final copy will be sent to Aqus to hold on KDIC files.

FEP Auditors will save a copy of the final FEP Audit report to the shared KDIC file and keep records of any of the following information collected during the FEP Audit (to be made available to KDIC on request):

- all written shareholder communications, including audit scheduling
- field notes (if available)
- photographs
- nutrient budget robustness checks
- any other relevant information used to inform the Level of Confidence grades of the FEP Audit.

7.5.12 FEP Audit Disputes Process

The aim of the process is to ensure all shareholders are graded fairly and in accordance with the most recent version of the *Canterbury Certified Farm Environment Plan (FEP) Auditor Manual*. The FEP Auditor should also always conduct themselves in a professional and constructive manner.

If within 10 working days of receiving the finalised FEP Audit report from the FEP Auditor, a shareholder disagrees with the outcome of a FEP Audit, they are entitled to have their audit peer reviewed and/or the conduct of the Auditor investigated. Shareholders are to contact Aqus to notify them of a potential issue. FEP Auditors are accredited by ECan and are subject to the codes of conduct and ethical standards. If a shareholder feels the FEP Audit may be in breach of these standards, and they are unsatisfied with the scheme processes, they may choose to lodge a complaint with the accreditation authority. Further information is available via the ECan website

7.5.13 Farm Environment Plan Audit Grade Follow Up

Shareholders may receive recommendations for improvements when given an "A" or a "B" grade. It is expected the Shareholders will be pro-active in implementing these recommendations and will not be actively followed up with until the next audit. An "Audit Action Reminder" email will be sent out within 12 months of the audit with reminder of audit actions.

Shareholders who received "C" or "D" grades are not on track to meet the requirements of their FEP and need to be supported to improve their grade during their next audit cycle.

Repeated "C" or "D" grades will escalate through the sanction process as shown in Figure 2.

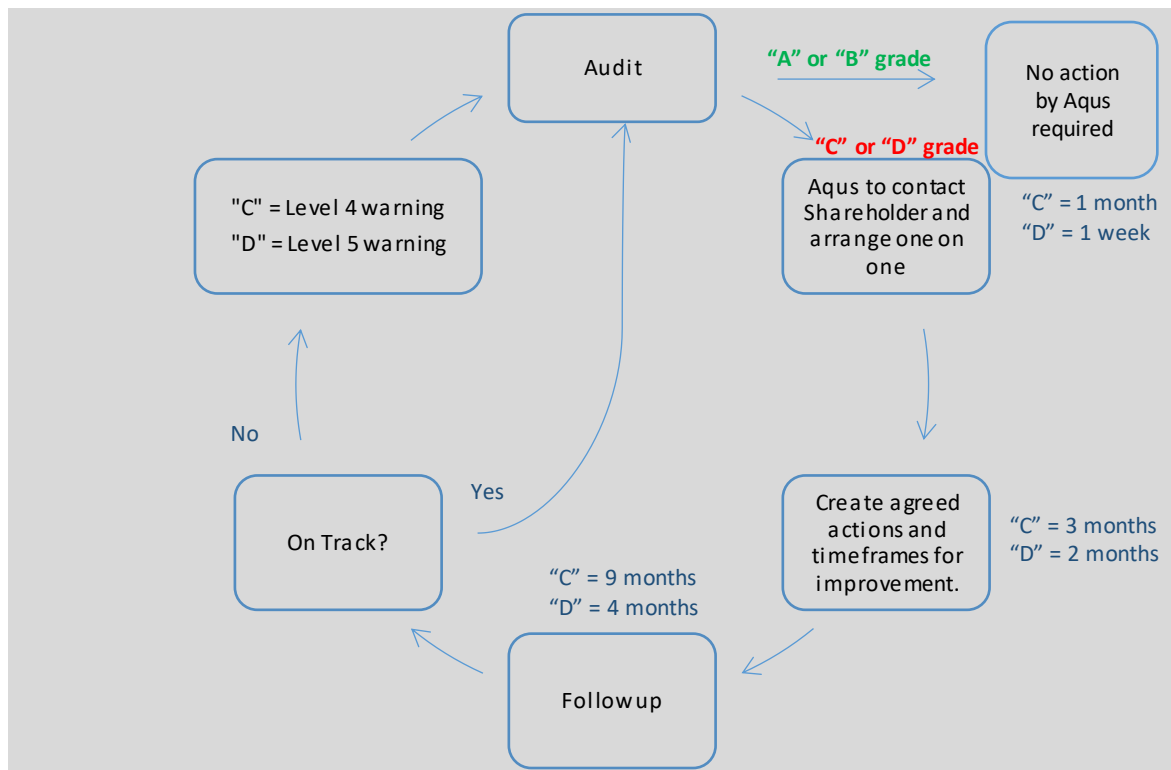


Figure 1: FEP Audit Grade Follow Up Process

7.6 Compliance Checks

Through the Water supply agreement, and as a condition of the KDIC consent, there is provision for access on to the property in order to undertake an audit and/or to undertake spot checks of compliance with the implementation requirements of the Farm Environment Plan and/or to undertake environmental monitoring in accordance with the requirements of the resource consent for the Scheme.

A check may be in the form of a phone call, text, an email with request for information or action, or a visit to site. Compliance drives are undertaken through the scheme command area at regular intervals during the irrigation season. Communication direct to farm manager or shareholder will occur if an issue is observed or reported.

The Scheme recognises that those shareholders receiving a lower audit grade (and therefore a lower level of confidence) require more frequent spot checks than those meeting expected grades (A & B). Notice of compliance checks may not necessarily be given to a shareholder ahead of time as it is expected that GMP and all Scheme directives are being followed at all times.

8. SHAREHOLDER PERFORMANCE MANAGEMENT

8.1 Continuous Improvement

FEPs, are living, dynamic tools, which are used to improve overall knowledge and understanding by the users. Through the process of updating FEPs, risks are identified and a plan, together with a list of actions, is developed. KDIC ensures shareholders are held accountable for their on-farm actions through the auditing process. The audits require shareholders to demonstrate their progress with meeting environmental targets and objectives through providing evidence.

8.2 Shareholder Compliance

KDIC will ensure that Shareholders comply with the scheme requirements for take and use of water, and the Farm Environmental Plan processes. Wherever possible, KDIC will work with shareholders to encourage voluntary compliance. This will be achieved through the following:

- Each shareholder will be provided with a checklist of requirements including the dates by which the information needs to be provided to the scheme (refer Schedule 6).
- From time to time, a scheme newsletter will be circulated to all shareholders with relevant updates and useful information. Emails for a particular purpose will also be sent to shareholders as and when required
- Spot checks/ Compliance Drives carried out by Aqus on shareholder properties in line with the procedure outlined in section 7.5 of this SMP.

8.3 Shareholder Non-Compliance

Individual users who do not adhere to the contract arrangements can put the consent for the whole Scheme at risk. KDIC therefore has developed various processes to address such non-compliance.

8.3.1 KDIC Breach of Water Agreement Process

Where a breach of the Water Supply Agreement has been identified through the audit process in relation to the non-compliance of consent conditions, provisions 13.1 of the Water Supply Agreement can be initiated. These provisions permit the scheme to temporarily prohibit the delivery of water to the Property from the commencement of the following irrigation season until such time as the remedial actions in accordance with a written notice, have been completed.

Furthermore, failure to remedy a breach of any condition, provision or covenant of the WSA within seven days of receiving a written notice from the scheme, may result in the immediate cessation in the supply of water to the Property as per clauses 14.1 and 14.2 of the WSA.

Where a Shareholder fails to carry out, within a reasonable timeframe, any necessary work or repairs in accordance with a written notice given by or on behalf of KDIC, then KDIC (or its contractors) is entitled to enter the property and carry out the required work or repairs, **the cost of which is to be recovered from the Shareholder.**

Prior to (and during) the initiation of any sanction, educational processes and support will be provided.

Considering the above WSA provisions, the KDIC Board have developed the processes outlined in Sections 8.4. to 8.8.

8.3.2 Consideration of Historical Breaches of WSA

Any notice of a breach of the WSA will be taken into consideration for three years if subsequent breaches occur in this time unless the property has been sold during this time.

8.3.3 Changes in Property Ownership or Management

Where a shareholding, subject to the non-conforming shareholder processes, has been sold or transferred to another entity, the new owners of the shareholding will be advised of any historical breaches of WSA and are expected to address the issues within the timeframes set out in the existing FEP, FEP Audit or any Corrective Action Request issued to the property. Where future breaches of the WSA are identified under the new ownership, KDIC may use their discretion in their enforcement decisions regarding the history of the property.

8.4 Non-compliance Levels and Repeated Non-Compliance

KDIC have developed seven possible levels of non-compliance with the consents held, including breaches of the Water Supply Agreement (WSA), ranging in consequence from a formal verbal warning (Level 1) to a suspension of the supply of water (Level 7).

The principle behind the different levels of non-compliance is to ensure the response to the breach is proportional to its significance. Repeated minor breaches will result in an escalation of consequences over time. Major first breaches will be assigned higher level consequences, as indicated by the Schedule of Non-compliances table (refer Section 8.4.6 of this SMP).

The warning period given in relation to a cease water notice, will in accordance with the WSA, depend on the nature of the breach. If the actions required by the notice are proven to be resolved within the warning period, KDIC may, at their discretion, permit the continuing take of water during the notice period. The issuing of the cease water notice will, however, be taken into consideration should any further breaches occur at a later date.

8.4.1 Verbal &/or emailed Request – Level 1

Prior to any formal action being taken against a shareholder for failing to meet their obligations under this SMP, they will be verbally advised of the following by either the Scheme Operations Manager or Aqus (depending on the nature of the obligation in question):

- their requirements; and
- when these requirements are expected to be completed; and
- the potential consequences should these timeframes fail to be met.

Records of all verbal requests will be held and referred to if further action is deemed necessary. (An email request for action/information, containing the above points, is also considered to meet this step)

8.4.2 Formal Written Warning by KDIC Board – Level 2

Should the requirements and timeframes of the request in Level 1 not be met, a formal written warning will be issued by the KDIC Board. The shareholder will be advised of the actions they must take and will be provided with a reasonable timeframe for completion. Each formal warning will detail steps KDIC will take if the issue is not rectified within the specified timeframes.

8.4.3 Contact by Scheme Manager or an Auditor – Level 3

Where a breach is deemed 'high risk' (i.e. relating to an effluent, water quality or public safety issue), or where a previous request or formal written warning has not been adhered to, and depending on the nature of the breach, direct contact from Aqus will occur. Depending on the nature of the issue, Aqus may arrange a contact by an auditor as soon as is practicable. **The cost of any auditor involvement will be borne by the Shareholder.**

8.4.4 Cease Water Notice – Levels 4-6 (at discretion of the Board)

A Cease Water Notice may be issued for different periods of time depending on the seriousness of the non-compliance requiring action by KDIC. The levels are:

- Level 4: 24 hours
- Level 5: 7 days
- Level 6: Indefinitely until issue is resolved

If the breach occurs during the winter season the water will be turned off at the commencement of the following season provided the necessary notice period is achieved.

In the event that a shareholder is issued a Level 4, 5 or 6 notice, they will be given the opportunity to explain the reasons for the breach(s) to the KDIC Board.

8.4.5 Termination of Water Supply – Level 7

Should the KDIC Board determine that a breach or continued breaches of the Water Supply Agreement cannot be remedied, then the Board may terminate the supply of water to a shareholder in accordance with the WSA. In this case, a period of fourteen (14) days written notice will be given to the Shareholder.

In the event of a termination in the supply of water, Aqus, on behalf of KDIC, will notify ECan of the breach.

8.4.6 Schedule of Non-Compliances Table

The following table summarises the seven non-compliance levels as detailed in sections 8.4.1 - 8.4.5 above and gives examples of possible consent/WSA breaches and associated actions to be taken.

Non-compliance Level	Example Offence	Off-season Action	Irrigation Season Action
Level 1: Verbal/email Request	Required information not provided on time	Verbal/email Request Issued – actions and timeframes provided	
	Stock grazing in waterways		
	Debris (silage wrap, containers, dead stock or any other toxic matter) in the Water Race		
Level 2: Formal Written Warning	Required information not provided on time without a valid reason, following a verbal request.	Written Warning by Board – actions and timeframes to be provided	
	Regulatory non-compliance issues not resolved within agreed timeframes (including non-adherence to Level 1 request, e.g. repeated stock grazing in waterways or repeated debris in or around the race)		
	Repeated confirmed incidents reported in complaints register with no subsequent actions taken to remedy the issue		
Level 3: Contact by Aqus (or Auditor)	Required information not provided on time without a valid reason after Level 2 notice issued.	Contact by Aqus (or Auditor at shareholder's cost) - Remedial actions required and timeframes to be provided to the Shareholder	
	Level 2 repeat non-compliance offences		
Level 4: Cease Water Notice (Duration - 24 hours**)	No remedial action taken by the shareholder following a Level 3 warning	First 24 hours of water not provided at start of irrigation season with 7 days' notice -	Cease water for 24 hours with 7 days' notice -
	Not on track following a "C" grade audit (refer Figure 2)	Remedial actions required and timeframes to be provided to the Shareholder	Remedial actions required and timeframes to be provided to the Shareholder
Level 5: Cease Water Notice (Duration - 7 days**)	No remedial action taken by shareholder following a Level 4 warning	First 7 days of water not provided at start of irrigation season with 7 days' notice -	Cease water for 7 days with 7 days' notice -
	Two "C" audit grades within two years	Remedial actions required and timeframes to be provided to the Shareholder	Remedial actions required and timeframes to be provided to the Shareholder
	Not on track following a "D" grade audit (refer Figure 2)		
Level 6: Cease Water Notice (indefinite until issue is resolved**)	Second "D" within 12 months or three "C" audit grades within three years	Water not provided at start of irrigation season with 7 days' notice until such time as the issue has been resolved -	Cease water for an indefinite period of time with 7 days' notice until the issue is resolved -
Level 7: Termination of Supply of Water	Persistent "D" or "C" grades, with no progress with resolving issues	Suspension of the supply of water with 14 days' notice ECan to be notified	
	Continual breach of agreed action plans or requests for improvement.		

****While levels 4-6 of the Non-compliance table detail specific durations for water suspension; these durations are always at the discretion of the board.**

8.5 Process to Cease Take of Water

To be followed where a breach of the Water Supply Agreement has been identified, and a temporary shutdown of in-season irrigation water supply of a customer is required.

Prior to Shut-Down Period

The KDIC Board will decide on the details of the breach notice, including:

- the date at which the notice period begins; and
- the date at which the shutdown is to commence; and

- the period of shutdown.

The Operations Manager will be notified of the details of the breach notice and will act on them accordingly.

During Shut-Down Period

The Operations Manager is to monitor offtake during the shut-down period. If the shareholder continues to take water during the advised shut down period, the Operations Manager will remind the shareholder of the shut-down.

Continued Water Take during Shutdown

If shareholder continues to take water, a decision may be made by the KDIC Board to physically shut-down the Shareholders off-take to prevent any further water being taken.

8.6 Charges Incurred

In accordance with clause 4.5 of the Water Supply Agreement, where a Level 4 or higher notice has been issued and water is turned off, a Shareholder is still liable for any Water charges throughout the period during which supply of water is suspended.

Shareholders and Associated Properties are liable for any costs incurred by the scheme for the follow up of non-compliances.

8.7 Other Procedures

8.7.1 Provision of Information

All Shareholders are required to provide certain information to comply with KDIC's resource consents. Aqus, on behalf of KDIC, will ensure that

- shareholders are aware of what information needs to be provided;
- provide suitable support; and
- allow a reasonable amount of time for shareholders to comply with the request.

Where Shareholders do not provide required information within the specified timeframes, the following procedure will be implemented.

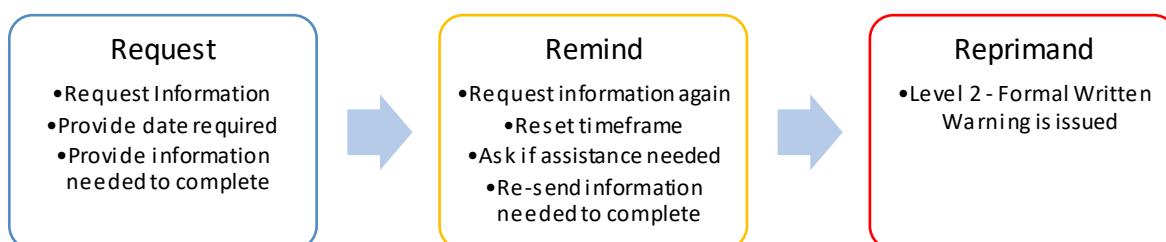


Figure 3: Process for failing to provide information on request

8.7.2 Notification of non-compliance

If a shareholder is found to be significantly non-compliant with a resource consent, there is a risk the shareholder will not achieve an "A" or "B" grade during their next FEP audit, unless practices or systems have improved.

The aim of this process is to support the shareholder where issues have been identified to ensure high- or medium- level of confidence standards are achieved during their next FEP audit.

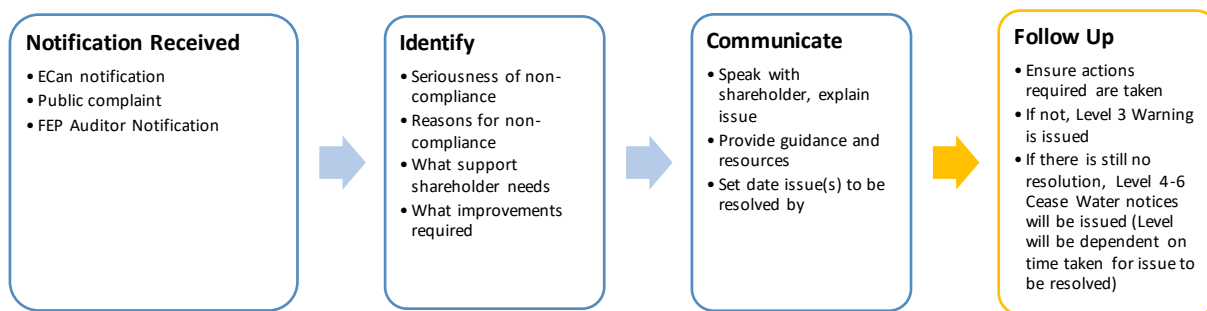


Figure 4: Notification of non-compliance process

8.7.3 Circulation of SMP to New Shareholder and FEP Implementers

All new shareholders and FEP Implementers will receive a copy of the Scheme Management Plan and key procedures within one month of becoming a KDIC shareholder. This will be emailed out in PDF form by Aqus as Scheme managers.

It is recommended that all new shareholders and FEP Implementers attend an irrigation management workshop or demonstrate an equivalent level of training prior to their next FEP audit i.e. subsidised IrrigationNZ online training, relevant AgITO course.

8.7.4 Complaints Register

When a complaint is received or potential non-compliance is identified, the information will be registered in the Complaints Register within Aqus files.

Examples of potential non-compliance include (but are not limited to):

- Irrigators applying water or effluent across a road
- Dairy effluent ponding
- Debris in any remnant water race
- Stock in waterways

Where possible, the following information will be recorded:

- Date, time and precise location of the event (sufficient to identify shareholder and particular machine or other relevant information); and
- Date and time the event was notified; and
- Photographs and/or GPS co-ordinates; and
- What was seen; and
- Details of the complainant (to be kept confidential).

Continual (more than three) 'low risk' offences will result in a Level 3 warning being issued, which will involve the shareholder being contacted by Aqus for an on-farm visit, or if necessary, contact from an auditor, **the cost of which will be borne by the shareholder.**

If the complaint is deemed 'high risk' (i.e. relating to an effluent, water quality or public safety issue), as soon as practically possible, the shareholder will be visited by Aqus or an auditor (Level 3 Warning), **the cost of which will be borne by the shareholder.**

In any case where a complaint requires a shareholder to be contacted &/or visited by Aqus or by an auditor, the Aqus environmental team will forward a brief report to the KDIC Board as soon as practicable, detailing the issue, what mitigations were agreed on, and a timeframe for the actions to be implemented, **the cost of which will be borne by the Shareholder.**

Depending on the issue and the actions agreed on, either Aqus or KDIC will follow up with the shareholder after this initial contact or site visit to ensure timeframes are adhered to (the person/s responsible will be identified in the report). **The cost of this follow-up will be borne by the Shareholder.**

9 RESPONSIBILITIES SUMMARY

9.1 Key Irrigator Responsibilities:

	Responsibility	Relevant WSA clause	Relevant Consent Clause
Compliance	Allow a nominated representative of the KDIC board, ready access to the property to undertake FEP Audits or spot checks of compliance and implementation of requirements of the FEP and/or to undertake environmental monitoring in accordance with the requirements of the KDIC consents.	8.7b	CRC220611 condition 14c
FEP & FEP Audits	• Ensure the Farm Environmental Plan which covers the whole property is adhered to and kept up to date.	8.6	CRC220611 condition 12
	• Ensure auditing of the Property's Farm Environmental Plan is undertaken in a timely manner and with all required documentation and evidence.	8.7a	CRC220611 condition 14b
	• Where practical, identify areas suitable for riparian planting inside fenced waterbodies.	8.5c	CRC220611 conditions 12d and 13a
General Maintenance	• Ensure any natural, permanently flowing surface waterway is permanently fenced with minimum 5m setbacks, and any other waterways (e.g. ephemeral, intermittent, springs etc) are fenced with temporary fencing to exclude stock when they are grazing in the area. All fencing is to be maintained in a good state of repair.	8.5c	CRC220611 conditions 12d and 13
	• Remove all trees growing beside pipes identified by the Scheme as having the potential to limit the efficient maintenance, flow and operation.	6.1c	
	• Maintain any drainage works on the Property carrying surplus irrigation or flood water.	6.1f	
	• Allow the Scheme ready access to the pipes for repair and maintenance.	12.1	
	• Minimise the discharge of runoff, chemicals, effluent, debris, dead stock or other toxic matter from the Property.	6.1g	
Irrigation Infrastructure	• The irrigation system used to distribute water shall not be used to distribute effluent, fertiliser or any other contaminant.		CRC220611 condition 3c
	• All existing irrigation infrastructure can perform in accordance with the Code of Practice for Irrigation Evaluation 2005 and proof is provided to the scheme on request.	8.8	
	• Ensure all new irrigation infrastructure is designed and accredited by a qualified professional, and installed in accordance with the accredited design, taking into account the specific requirements of the property's soil types.	8.5e	CRC220611 conditions 1 4d
Nutrient Reporting	• Put in place recording practices that will ensure records shall be maintained throughout the year of the farm management practices and associated data that will be used as inputs to model your nitrogen loss in an annual nutrient budget (Overseer).		CRC220611 condition 10
	• Ensure that nutrient budgets 1st July to 30th June (Overseer) are updated annually by 31st August each year for all shareholders irrigating 20 hectares or more . Also ensure that 'Irricon Resource Solutions' has been granted permission to access the OverseerFM account order for the scheme Nutrient Report to be complied and forwarded to Canterbury Regional Council for compliance.		CRC220611 condition 10
Water Use	• The annual volume of water provided to each property by the consent holder shall not exceed the volume identified in the FEP for that property (i.e. does not exceed that required for the soil to reach field capacity).	3.4	CRC220611 conditions 7.a.i, 11.c.ii and 14f
	• Ensure that leakage from pipes and structures is avoided and avoid the use of water on non-productive land such as impermeable surfaces, rivers, and stream riparian strips.		CRC220611 conditions 7.a.ii and 7.a.iii

9.2 Key Scheme Responsibilities:

FEP & FEP Audits	• Provide an FEP template for all shareholders that will detail the practices and procedures to be put in place to; manage the environmental effects arising from the use of water within an irrigated area; ensure compliance with consent conditions; and to minimise the potential adverse effects on the environment.		CRC220611 condition 11e
	• Ensure that shareholders comply with their FEPs and FEP audits are carried out in line with consent conditions with resulting reports being supplied to Canterbury Regional Council.		CRC220611 condition 14.b

Fish Recovery	Notify Central South Island Fish & Game Council at least five clear working days prior to the taking of water ceasing completely to enable fish recovery within any remnant races, canals and the overall distribution network of the irrigation scheme to take place. <i>(Note: this is no longer applicable in the closed piped system)</i>		CRC220611 condition 9
Irrigation Infrastructure	<ul style="list-style-type: none"> Ensure that any irrigation system used to distribute irrigation water shall not be used to distribute effluent, fertiliser or any other contaminant. 		CRC220611 condition 3c
	<ul style="list-style-type: none"> All new irrigation infrastructure shall be designed and accredited by a qualified professional and installed in accordance with the accredited design. 		CRC220611 condition 14d
Nutrient Report	Ensure that the measured input data for the period 1 July to 30 June , is certified by a suitably qualified person and is provided to the Canterbury Regional Council by 30 September each year. This information is to be maintained for the duration of the consent.		CRC220611 condition 10
SMP	Ensure that this Scheme Management Plan (including appendices and schedules) is kept up-to-date and amendments of the document are supplied to the Canterbury Regional Council.		CRC220611 condition 11
	Audit Compliance with Scheme Management Plan and scheme performance (Annual Scheme Report). Submit Annual report on scheme compliance and performance to Canterbury Regional Council and Te Runanga o Moeraki by 30th September		CRC220611 condition 11f
Water Meters	<ul style="list-style-type: none"> To obtain a certificate of compliance that the measurement and recording devices are operating as specified within 1 month of installation and thereafter at two-yearly intervals (or if replaced), and supply to Canterbury Regional Council. To obtain a certificate of compliance of the installation and data retrieval of the water metering device within 1 month of installation and thereafter at five-yearly intervals (or if replaced), and supply to Canterbury Regional Council. 		CRC220611 conditions 4-6
	<ul style="list-style-type: none"> Install a data logger that will record the flow at least once every 15 minutes and have the capacity to store one season's data of water taken, i.e. for 1 July to 30 June. 		
	<ul style="list-style-type: none"> The Scheme has contracted Rubicon Systems to record Scheme usage by telemetry through their system and Borman Consultants Limited (BCL) to provide annual reports on the water usage to Canterbury Regional Council, on behalf of the Scheme. 		
	<ul style="list-style-type: none"> The season's data for the period 1st July to 30th June annual volume for CRC220611 must be submitted to ECan in a suitable format by 30th June. 		
Water Use	<ul style="list-style-type: none"> To take all reasonable steps to maintain and comply with the Consents to take/use water. 	7.1	
	<ul style="list-style-type: none"> All practicable steps must be taken to ensure that leakage from pipes and structures are avoided, including regular checks and maintenance of the irrigation infrastructure. 		CRC220611 condition 7a ii
WSA	Ensure the consent holder enters into a Water Supply Agreement that contains the provisions stipulated in the consent. ECan is to be notified of any change of a party to a WSA.		CRC220611 condition 14g

10. REPORTING

10.1 Reporting

Aquas will provide a report to be presented at board meetings. The report will cover all aspects of scheme management, with Environmental component noted below

This report is to include:

- An update on any FEP Audits that have occurred and/or are due to take place
- An update on any ECan reporting requirements that took place and/or are scheduled to take place
- A summary of any compliance issues in the scheme that have occurred
- Any other activities or issues to note

10.2 Annual ECan Reporting

An annual report on the KDIC's compliance with the Scheme Management Plan and Scheme compliance for resource consents **CRC220611** is to be prepared and submitted to Environment Canterbury and Te Runanga o Moeraki by **30th September**, for the water year ended 30th June.

The information to be included in the Annual Nutrient and Compliance report to ECan is as follows:

- A summary of the FEP audit results including:
 - Name of Auditor(s)
 - Audit results
 - Summary of reasons for C and D grades, if applicable
 - Actions taken to remedy C and D grades, if applicable
 - Summary of properties with repeated "C" or "D" grades, if applicable
 - The progress achieved for previously identified issues, if applicable
- Any breaches in compliance including detailing any water that was withheld from shareholders during the previous season, if applicable
- A summary of any share transfers/sales/purchases for the previous 12-month period
- A summary of the nutrient losses reported by shareholders from the previous season, including some detail around any changes that might have occurred when compared to prior seasons
- A summary of each shareholder's irrigation usage during the previous season, including annual volumes
- Any other relevant information regarding compliance with the Scheme Management Plan

10.3 Annual KDIC Scheme Management Plan Review

This annual review will look at the following:

- updating the SMP to reflect current management and information; and
- the effectiveness of the current objectives and policies in the SMP with meeting consent compliance and ensuring all shareholders are on a path to meeting Good Management Practice; and
- the effectiveness and implementation of the procedures set out in this document; and
- a review of resource consent conditions to ensure ongoing compliance

Recommendations for improvement (if any) of the SMP will be considered and approved at a KDIC board meeting and noted to all shareholders (including verbal explanations for any fundamental changes) at the December AGM.

If revised, an updated version of the SMP shall be forwarded to ECan. A copy will be emailed to shareholders if significant changes are made.

Schedule 1: Key Personnel

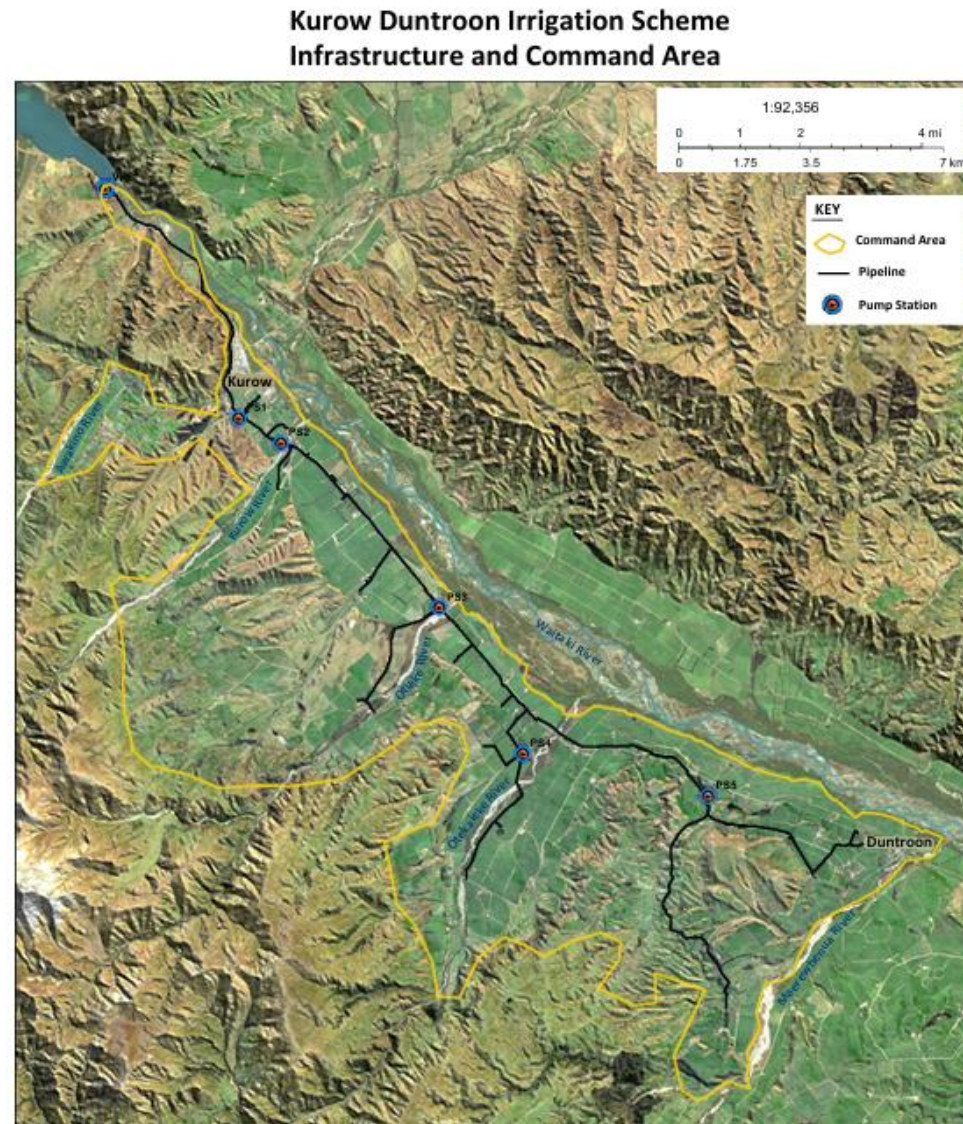
KDIC Board of Directors	
John Wright	Chairman/Independent Director
Andrew Black	Farmer Director
Richard Metcalfe	Farmer Director
Calum Reid	Farmer Director
Stephen Tubbs	Independent Director
Commercial & Environmental Services	
Aqus Ltd	Aqus Ltd
Operations Manager	
Murray Turner	Waitaki Irrigation Management Ltd
Environmental Consultancy Services	
Irricon	Irricon Resource Solutions

Schedule 2: Shareholder List & Annual Volumes

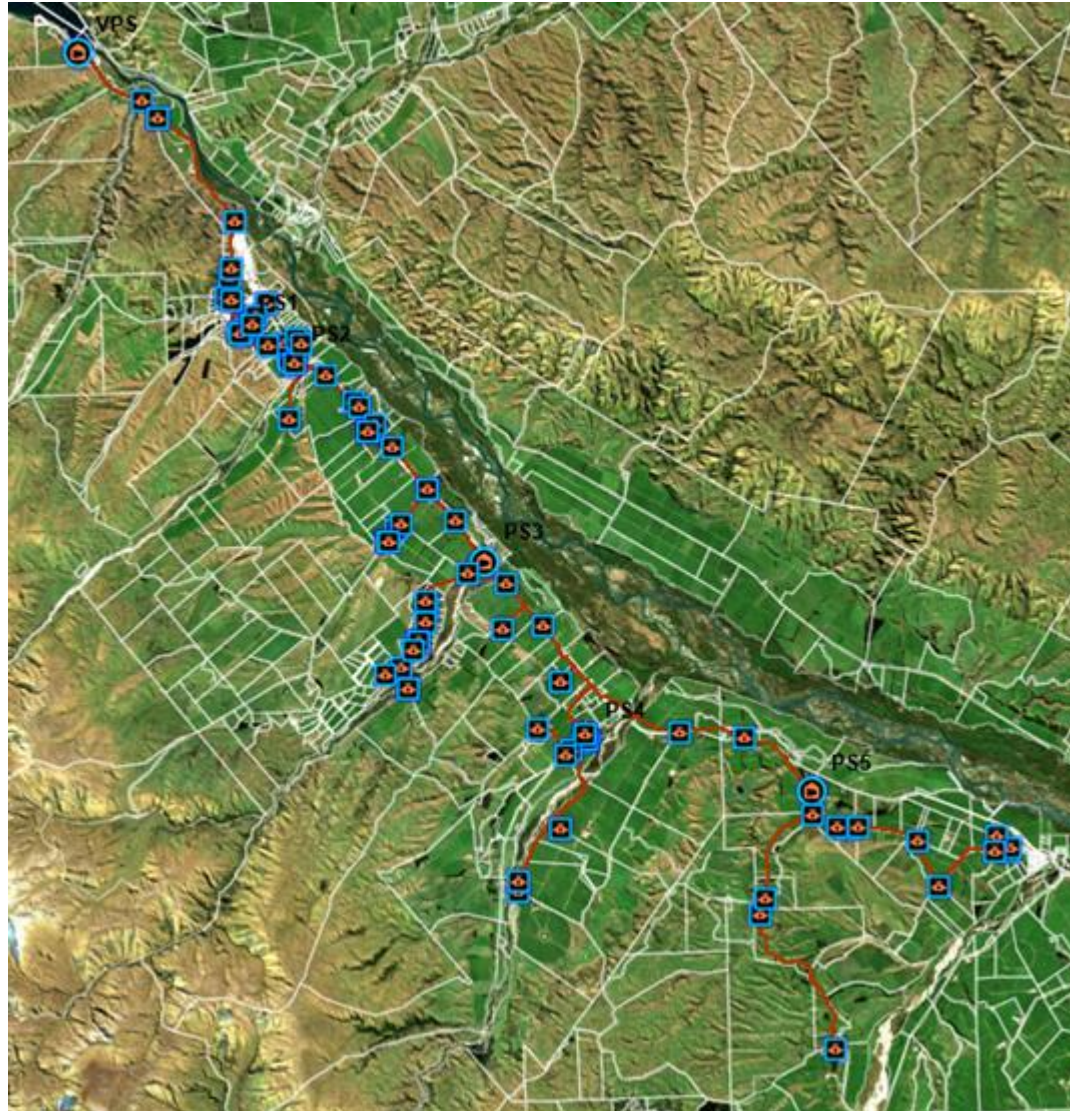
refer to NZ Companies Register for current information

Schedule 3: Scheme Maps

Map 1: Command Area



Map 2: Pipeline, Water race, Pump sheds and Points of Take (POT)



Schedule 5: List of Appendices

Reference	Document/link
Appendix 1	Current FEP & FMP Templates- see requirements listed in consent CRC220611
Appendix 2	Water Supply Agreement (available on request)
Appendix 3 ∞	ECan Consent CRC220611
Appendix 4 ∞	ECan Consent CRC180561
Appendix 5 ∞	Irrigation Design Code of Practice
Appendix 6 ∞	Ecan Auditors information (including manual)

Schedule 6: Reporting Deadlines

Consent Condition	Affected Party	Details & Requirement	Frequency	Due date to KDIC	Due date to ECan
Farm Environment Plans (FEPs)	All Shareholders in the KDIC Command Area	FEPs are living documents and are to be updated in advance of an FEP Audit and/or if there have been any significant management changes such as new/changed irrigation, change of manager, change of effluent system etc. FEPs to cover whole property. Annual review by shareholders.	As required	If changes made during shareholders annual review, or prior to audit (if any updates made) (Notice of audits due in the upcoming season will be supplied to relevant shareholders by Aqus by 1 st September)	Upon request
FEP Audits	All Shareholders holding FEPs	FEPs are to be audited by an appropriately qualified person. Audit to cover whole property.	Dependent upon the grade received at the previous audit	Final Audit Report will be provided to the shareholder by the Auditor following the required 10-day feedback period	Auditor to submit the Audit following the required 10-day feedback period
Irrigation Evaluation Records	All Shareholders & The Scheme	New Irrigation systems are designed and installed in accordance with industry codes of practice and standards, take into account the specific requirements of the property's soil types, and comply with KDIC resource consent conditions.	Any time new irrigation infrastructure is installed	Ongoing checks – reported through FEP Audit Process	Noted in annual report (30 th September) as required
OVERSEER © Nutrient Budgets	All Shareholders irrigating 20 hectares or more	Nutrient budgets for the period 1 July to 30 June are to be prepared by a Certified Nutrient Management Advisor (CNMA) (submitted as part of the Annual Scheme Compliance Report)	Annually	31 August	30 September

Scheme Management Plan	The Scheme	Updated versions to be submitted to ECAN	With every version change	n/a	As required
Annual Nutrient and Scheme Compliance Reports	The Scheme	Annual report on KDIC compliance with CRC220611 to ECAN & TRoM; Annual Nutrient Budget report to ECAN	Annually	n/a	30 September
Water Meter Checks	The Scheme	Certificate of Compliance-measuring & operating as required	2 yearly	n/a	2 yearly (Next due Dec. 2026)
		Certificate of Compliance- Installation & retrieval of Data	5 Yearly	n/a	5 yearly (Next due Dec. 2029)
Water Use Data	The Scheme	Season data for the period 1 July to 30 June	Annually	n/a	30 June