

Appendix Six – Recommended Consent Conditions

RC160021

OKURU ENTERPRISES LIMITED

RECOMMENDED CONSENT CONDITIONS

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GENERAL CONDITIONS APPLYING TO ALL WORKS

1. Method of Operations

- 1.1 All activities authorised by this consent shall be undertaken generally in accordance with the information contained in the revised Application and Assessment of Environmental Effects received by Westland District Council ("**Council**") on 17 June 2016, further information received on 11 July 2016, 1 September 2016, 23 September 2016, and all supporting technical documents and plans, as provided to the Council, except where inconsistent with these conditions.
- 1.2 The Consent Holder shall ensure that the development of the project, including all works associated with the weir, pipeline installation and construction at the water reservoir site, is supervised by appropriately qualified engineers. A Chartered Professional Engineer shall be retained by the Consent Holder to review the design and engineering of all such areas and any associated structures to ensure that they are constructed in accordance with current accepted engineering practices.
- 1.3 The Consent Holder shall ensure all key staff and contractors are made aware of the conditions of this resource consent to ensure compliance with those conditions.
- 1.4 Prior to the commencement of any activities authorised under this consent, the Consent Holder shall provide Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager with a copy of the granted coastal permit for works within the Coastal Marine Area.

2. Monitoring and Fees

- 2.1 The Consent Holder shall pay to the Council such administration, supervision and monitoring fees as are fixed from time to time by the Council in accordance with Section 36 of the Act. The Consent Holder shall meet the reasonable costs of compliance of all requirements and conditions of these consents.
- 2.2 Notwithstanding any of the conditions of consent, the Consent Holder shall use the best available options to avoid, remedy or mitigate adverse effects on the environment. The Council may at any time seek advice or undertake inspections as it considers necessary to ensure that the Consent Holder is meeting its obligations under the consent and the provisions of the Resource Management Act 1991.

3. Complaints and Non-Compliance

- 3.1 The Consent Holder shall maintain and keep a complaints register for any complaints received in relation to the activities authorised by this consent. The register shall record:
 - a. The date, time and duration of the incident that has resulted in a complaint;

- b. The location of the complainant when the incident was detected;
 - c. The possible cause of the incident; and
 - d. Any corrective action taken by the Consent Holder in response to the complaint including the timing of that corrective action.
- 3.2 The Consent Holder shall make the complaints register available to the Council within 48 hours of any formal request from the Council being received.
- 3.3 The Consent Holder shall inform the Council as soon as practicable, but no later than 48 hours of receiving a complaint, of the details of the complaint and the action taken.
- 3.4 The Consent Holder, upon receipt of any complaint reported to it by the Council, shall promptly investigate the complaint, take action to remedy or mitigate the complaint, and inform the Council of the details of the cause of the complaint and the action taken within 48 hours of receiving the report of the complaint.
- 3.5 Unless otherwise stated within this consent, in the event of any breach of the conditions of this consent, the Consent Holder shall notify the Council within 48 hours of the breach being detected. Within seven (7) days, or a longer period agreed to in writing by the Council, of any breach, the Consent Holder shall provide written notification to the Council, which explains the cause of the breach, and if the cause was within the control of the Consent Holder, steps which were taken to remedy the breach and steps which will be taken to prevent any further occurrence of the breach.

4. Notification of Exercise of Consent

- 4.1 The Consent Holder shall, as soon as practicable, notify the Council in writing of:
- a. The intention to exercise this consent at least three (3) months prior to, but not more than six (6) months prior to, the commencement of any activities authorised by this consent; and
 - b. The date that activities authorised by this consent first commence.
- 4.2 The Consent Holder shall notify the Council in writing of any disruptions to the construction phase of the project which are expected to delay construction by a period in excess of six (6) months.

5. Lapsing of Consent

- 5.1 Pursuant to Section 125(1) of the Act this resource consent shall lapse on the expiry of ten (10) years after the date of commencement of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1)(b) of the Act, the Council grant a longer period of time.

6. Review of Conditions

6.1 Pursuant to Section 128(1) of the Act, the Council may review any of the conditions of this consent by serving notice either:

- a. Within a period of one (1) month, commencing six (6) months after the Consent Holder gives notice under Condition 4.1.b that activities have commenced under this consent; or
- b. Within a period of three (3) months, commencing on the anniversary of the date of issue of this consent;

for any of the following purposes:

- a. To deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage;
- b. To require the adoption of the best practicable option to remove or reduce any adverse effect on the environment;
- c. To assess the appropriateness of imposed compliance standards, monitoring parameters, monitoring regimes and monitoring frequencies and to alter these accordingly.

7. Engineering Design and Natural Hazard Avoidance

7.1 All works and structures shall be designed and certified in accordance with relevant recognised Australia/New Zealand Standards, by suitably qualified and experienced Chartered Professional Engineer/s (the “**Design Engineer/s**”). Particular regard shall be had to seismic resistance, reasonable avoidance of risk, and the consequence of failure.

7.2 Full working design plans, drawings, specifications, calculations and design certificates of all aspects of the project, shall be lodged with the Council at least three (3) months prior to the commencement of construction.

Advice Note: *With respect to the physical works within legal road reserve, the details shall specifically include pipeline depth, method of laying, compaction, methods of crossing rivers (including proposed method of fixing the pipeline to the Arawhata River bridge) and timing of works. The location of the pipeline shall be sited to avoid adverse effects on ground water drainage.*

7.3 At the Consent Holder’s full expense, and in consultation with Council’s Group Manager District Assets, an independent Chartered Professional Engineer (the “**Certifying Engineer**”) shall be engaged to undertake the following:

- a. Prepare a full audit of the information detailed under Condition 7.2; and
 - b. Provide certification to the Council that appropriate standards have been met and that accepted design principles have been followed, particularly in respect of (but not limited to) seismic resistance and the reasonable avoidance of risk.
- 7.4 No physical works shall commence until such time as the audit and certification required under Conditions 7.3.a and 7.3.b has been lodged with the Council.
- 7.5 All works and structures shall be constructed in accordance with the certified plans and specifications. Any proposed deviations or changes shall be approved by the Design Engineer/s, will be subject to the audit and certification requirements of Condition 7.3.a and 7.3.b, and shall be specifically approved in writing by Council's Group Manager District Assets.

8. Insurance and Liability

- 8.1 The Design Engineer/s and the Certifying Engineer shall carry full professional indemnity insurance cover appropriate to the full level of their potential liability. Evidence of this shall be provided to the satisfaction of Council's Group Manager District Assets at the time the Consent Holder submits the relevant information as required under Condition 7.2.
- 8.2 Subject to Condition 8.3, the Consent Holder shall carry full public liability insurance to the value of NZ \$5 million or 10% of the total capital value of the project, whichever is the greater amount, for the life of the project, from the commencement of construction until, and including, any decommissioning period.
- 8.3 The value of the full public liability insurance required under Condition 8.2 shall be reviewed on a two yearly basis and adjusted as required according to an appropriate Construction Cost Index. The Consent Holder will notify the Council in writing of the adjusted amount, including providing supporting documentation on the Construction Cost Index used, and provide the Council with written evidence that the insurance cover has been adjusted accordingly.

9. Decommissioning Bond

- 9.1 At all times the Consent Holder shall provide and maintain in favour of the Council a bond to cover the costs of the decommissioning of the project in the event that it is terminated. The bond shall be in place prior to any physical works commencing under this consent.
- 9.2 The amount (quantum) of the bond shall be sufficient to cover the estimated cost (including any contingency) of decommissioning of the plant and facilities to the

extent that they no longer constitute any significant risk to the environment or property.

- 9.3 After finalising the design, but prior to commencing any physical works, the Consent Holder shall provide the Council with a report from an independent Chartered Professional Engineer setting out measures and costs associated with decommissioning the plant and facilities, and which recommends the amount of the bond quantum.
- 9.4 The bond shall be in a form acceptable to the Council.
- 9.5 Unless the bond is a cash bond, the performance of the conditions of the bond shall be guaranteed by a guarantor acceptable to the Council. The guarantor shall bind itself to pay for the carrying out and completion of any condition in the event of any default of the Consent Holder.
- 9.6 If the Consent Holder is unable at any time to arrange a guarantor for the quantum as set out in Condition 9.3, the Consent Holder will provide a cash bond or bonds for the quantum.
- 9.7 The bond shall provide that the Consent Holder remains liable under the Resource Management Act 1991 for any breach of this consent.
- 9.8 The bond may be varied, cancelled, or renewed at any time by agreement between the Consent Holder and the Council, provided that cancellation will not be agreed to unless a further or new bond acceptable to the Council is available to replace immediately that which is to be cancelled.

10. Management Plans

- 10.1 At least three (3) months prior to undertaking any activities authorised by this consent, the Consent Holder shall provide to the Council the following plans prepared in accordance with Conditions 11, 12, 18.2, 22.2 and 23.2.
- Contingency and Response and Hazardous Substances Management Plan
 - Construction and Earthworks Management Plan
 - Kiwi Management Plan
 - Rehabilitation Management Plan
 - Pest Control Plan
- 10.2 Subject to any other conditions of this consent, all activities shall be undertaken in accordance with the latest version of the Plans.
- 10.3 The Plans may be reviewed at any time by the Consent Holder and may be amended accordingly to take into account any required actions identified as a result of monitoring under this consent.

- 10.4 The Plans shall be reviewed by the Consent Holder upon request by the Council for the purpose set out in Condition 10.3.
- 10.5 Each management plan and review thereof shall be reviewed and certified by the Council that the activities undertaken in accordance with the management plan will achieve compliance with the relevant consent conditions.
- 10.6 The Consent Holder shall consult with the Department of Conservation regarding any proposed changes to the Kiwi Management Plan, the Rehabilitation Management Plan, and the Pest Control Plan. The Consent Holder shall provide the Council with any changes made to any of the Plans, together with a report on the outcome of its consultation with the Department of Conservation and any changes made as a result of that consultation.
- 10.7 The Plans shall not be amended in a way that contravenes the objectives set out for the respective Plans.
- 10.8 A copy of the latest version of the Plans shall be kept on site at all times and all key personnel shall be made aware of each Plans' contents.

11. Contingency and Response and Hazardous Substances Management Plan

- 11.1 A Contingency and Response and Hazardous Substances Management Plan shall be prepared that sets out:
 - a. The procedures to be followed by the Consent Holder and parties under its control in the event of accidents or other events that may result in adverse environmental effects and;
 - b. Practices and procedures to be adopted to ensure that hazardous substances are managed so that their storage and use is carried out safely and will not adversely affect the environment.
- 11.2 The Contingency and Response and Hazardous Substances Management Plan shall, as a minimum, address the actions to be taken and include the specified information with regard to the following matters:
 - a. Accidental spills of oil or fuel.
 - b. Rupture or spillage from any pipeline, container, tanker or storage facility.
 - c. Spillages during transportation of any hazardous substances during the project construction phase.

- d. A list of all hazardous substances and potentially contaminating materials held on-site and the procedures to be adopted in the event of spillage of any of these substances or materials.
 - e. Emergency response procedures and emergency contacts during the event of:
 - Power failure
 - Fire
 - Disaster or Natural event
 - f. The personnel who will be on-site and their responsibilities, such that the provisions of the plan can be implemented at all times.
 - g. The training of staff and contractors, which shall include identification of contractors' responsibility and liability for non-compliance with consent conditions.
 - h. Identification and details of the storage and handling procedures for hazardous substances.
 - i. Provide details of the inspection and maintenance of the plant and facilities at the reservoir site.
- 11.3 The Consent Holder shall deal with accidents or events requiring an emergency response in accordance with the Contingency and Response and Hazardous Substances Management Plan.

12. Construction and Earthworks Management Plan

- 12.1 A Construction and Earthworks Management Plan shall be prepared that sets out the practices and procedures to be adopted to ensure that all resource consent conditions relating to earthworks and construction are complied with.
- 12.2 The Construction and Earthworks Management Plan shall provide for the following objectives:
- a. To ensure stable landforms in any areas where there is potential for slope failure.
 - b. To create suitably finished surfaces for rehabilitation.
 - c. To minimise the overall area of disturbance, so as to reduce the potential impact on vegetation, native fauna, and waterways.

- d. To ensure the conservation of vegetation and soil for subsequent use in rehabilitation, and where necessary at the reservoir site, for earth bunds and landscape planting and screening.
- e. To ensure that appropriate monitoring and reporting of all activities is undertaken in accordance with the resource consent conditions.
- f. To minimise sediment generation and sediment laden runoff.

12.3 The Construction and Earthworks Management Plan shall, as a minimum, include the following:

- a. A work programme detailing the sequence for construction of all critical phases of the project, including both earthworks and construction activities.
- b. A description of the means by which the project boundaries shall be marked and maintained so as to prevent any disturbance outside the approved application area/s.
- c. A description of the earthwork procedures used to ensure the stability of the legal road and all landforms, and measures used to avoid erosion and minimise runoff and sediment generation.
- d. A list of the personnel who will be on-site and their responsibilities, such that the provisions of the plan can be implemented at all times.
- e. Information on the training of staff and contractors in regard to the methods to be used and procedures to be followed to ensure compliance with these consent conditions.

13. Construction Noise

13.1 During the construction phase of the project, all noise generation shall comply with, and be assessed in accordance with, the New Zealand Standard NZS 6803:1999.

13.2 Noise monitoring shall be conducted, at the Consent Holder's expense, at any time upon a reasonable request from the Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager. Where any non-compliance is recorded, the Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager is to be advised within one (1) working day and advised on what remedial steps will be undertaken and when they will be completed. Once the remedial work has been completed, noise shall be monitored and the results reported to the Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager within ten (10) working days.

14. Project Liaison Officer

- 14.1. The Consent Holder shall employee/contract a Project Liaison Officer for the purposes of providing information to, and responding to enquiries from, the residents adjoining the reservoir site, and the residents of the wider Neils Beach settlement. The Project Liaison Officer shall be resident in the area from the time of commencing detailed design and on-site investigations, throughout the construction period, and during the operational life and any decommissioning of the project. The person may from time to time change, but the position shall remain filled.
- 14.2 The Consent Holder shall notify publicly (by way of a circular to all residents and a sign at the office on the reservoir site) and to the Council, the name and contact details of the Project Manager and Project Liaison Officer.

SPECIFIC CONDITIONS - WORKS WITHIN PART RES 1692 AND RES 2044 (LAND ADMINISTERED BY THE DEPARTMENT OF CONSERVATION)

15. Construction Requirements

- 15.1 All gravels and other material brought onto conservation land shall be from a weed free source. All machinery shall be cleaned with a water blaster prior to being taken to site.
- 15.2 Dogs are not to be taken into the Tuning Fork Creek catchment by personnel involved in the construction and operational phases of the project.
- 15.3 In consultation with the Department of Conservation, the Consent Holder shall erect a sign within Res 2044 restricting dogs from being taken into the Tuning Fork Creek catchment.

16. Visual Effects

- 16.1 All buildings and structures on conservation land shall be painted or otherwise coloured and maintained in neutral shades to blend with the landscape.
- 16.2 The final pipeline corridor from Tuning Fork Creek to the Arawhata River bridge shall, as far as possible, maintain the overhead canopy of trees. The route selected, method of laying, and rehabilitation programme shall be such that the pipeline is not discernible when viewed with the naked eye from the Arawhata River bridge one (1) year after completion of installing this section of pipeline.

17. Vegetation Disturbance

- 17.1 As far as practicable, the Consent Holder shall restrict damage to trees and vegetation and keep the construction footprint to a minimum.
- 17.2 All practicable steps will be taken not to cut down large canopy trees (generally measuring >400mm DBH) or standing dead trees which have potential nesting or roosting holes.

- 17.3 Prior to the removal of any large canopy or standing dead trees, the Consent Holder shall engage the services of a terrestrial ecologist to review the trees and consult with the Department of Conservation to determine whether the removal of the trees is the most appropriate course of action to be taken, or whether an alternative option is available. The outcome of this consultation shall be provided to Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager.

18. Kiwi Management

- 18.1 The Consent Holder shall undertake a programme of Haast Tokoeka management which shall have the objective of avoiding adverse effects from construction and ongoing activities within conservation land on Haast Tokoeka living within a 100ha radius of the proposed pipeline route.
- 18.2 A Kiwi Management Plan shall be prepared in consultation with the Department of Conservation which sets out the practices and procedures to be adopted to ensure compliance with Condition 18.1. The Consent Holder shall provide evidence to Council of this consultation including any points of disagreement with the Department of Conservation.
- 18.3 The plan shall, as a minimum, address the following:
- a. Methods to determine the number of kiwi living within a 100ha radius of the route of the proposed pipeline.
 - b. The options for the management of kiwi who live within a 100ha radius of the route of the proposed pipeline, including but not limited to:
 - (i) the monitoring/tracking of kiwi within the site and surrounds;
 - (ii) management of kiwi within the vicinity of the site should the decision be taken to leave them there;
 - (iii) the capture and/or removal of those kiwi within the proposed pipeline route and surrounds should the decision be made to remove them from the site; and
 - (iv) the management and destination of captured kiwi should the decision be made to remove the kiwi from the site and surrounds.
 - c. The mechanism for determining which of the options addressed under b. above is expected to hold the best outcome for kiwi.
 - d. Any kiwi habitat enhancement measures to be carried out during rehabilitation.
 - e. The monitoring that will be undertaken to assess progress towards the objective of the management plan.

19. Weir

- 19.1 The construction area required for the construction of the weir is to be kept to a minimum. The area of disturbance is to be defined in consultation with the Department of Conservation and is to be marked by a continuous unbroken strip of

cruise tape. Land disturbance within this area shall be the minimum possible and care shall be taken to ensure that river banks are not unduly damaged and that best practice construction processes are followed.

- 19.2 As far as practicable, all construction personnel shall be flown to the weir site.
- 19.3 As much formwork, mesh frames and other work as is possible shall be carried out at the base construction zone and flown to the site.
- 19.4 Construction materials which would poison or cause harm to kea shall not be used or shall be well shielded (including such materials as sealants, caulking, any lead fixture or weather proofing, and insulation materials).
- 19.5 All rubbish (e.g. wrappings, off-cuts of timber, nails, rivet ends etc.) is to be removed from the site at the end of the construction period. Rubbish generated during construction shall be picked up and stored as soon as practical on site in a way that is secure from kea.
- 19.6 Plant and vehicles will be covered when not in use to prevent damage or harm to kea (particularly ancillary items such as cabling, hydraulic hoses, grease and fuels).

20. Pipeline and Temporary Access Track

- 20.1 The pipeline and temporary access track across Part Res 1692 and Res 2044, shall be located within a twenty five (25) metre wide corridor defined in consultation with the Department of Conservation. This corridor will be marked at either side by tape at five metre intervals during construction.
- 20.2 Within the corridor defined under Condition 20.1, the actual site for the pipeline shall be confirmed in consultation with the Department of Conservation. The total width of disturbance caused by the construction process, the pipeline and the access track is to be as narrow as possible, preferably no more than three metres wide. The access track and the pipeline are to be immediately beside each other unless they have to be separated to avoid trees or other ground obstacles.
- 20.3 The construction and installation of the pipeline over the entire length is to be carried out so as to avoid, remedy or mitigate any adverse effect on ground water and surface water drainage which may impact on wetland and indigenous forest values. The pipeline route is to avoid wet ground as far as possible.
- 20.4 The pipes are to be flown to the site by helicopter.
- 20.5 The hill section of the access track shall be temporary, with a helipad being installed at the weir site for long term access to the weir.
- 20.6 As far as possible on the hill section of the track cut banks are to be avoided. Where retaining structures are necessary to stabilise cut banks, this shall be done using locally obtained rocks or timber brought to site. Timber used is to be of H3 treatment or less.
- 20.7 Vehicle movements on the access track during construction are to be kept to a minimum and shall generally be restricted to:

- a. The 12 ton digger making one return journey to the weir, and
- b. The plant used to transport the pipe welding equipment to make one return journey to the weir.

Unless specifically authorised in writing by the Department of Conservation, and confirmed via written notice to Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager, no other vehicles shall be permitted in the construction zone east of Haast-Jackson Bay Road and no vehicle movements shall occur outside of the construction zone.

Notwithstanding the above, minimal additional vehicle movements shall be permitted in the event of an emergency or vehicle breakdown requiring removal or replacement.

21. Public Access

- 21.1 The Consent Holder shall not restrict the rights of public access to the Mount Aspiring National Park and conservation land generally, other than as a consequence of limited temporary fencing around works for the purposes of safety and security.

22. Rehabilitation

- 22.1 The Consent Holder shall undertake a programme of progressive rehabilitation of disturbed conservation land which shall have the objective of restoring the land, as far as practicable, to its pre-disturbed condition.
- 22.2 A Rehabilitation Management Plan shall be prepared in consultation with the Department of Conservation which sets out the practices and procedures to be adopted to ensure compliance with Condition 22.1. The Consent Holder shall provide evidence to Council of this consultation including any points of disagreement with the Department of Conservation.
- 22.3 The plan shall, as a minimum, address the following:
 - a. The process for removal of all debris and rubbish, including cruise tape and waste timber.
 - b. As far as is practicable, the restoration of land to natural contours.
 - c. Regeneration of disturbed areas with appropriate vegetation.
- 22.4 The Consent Holder shall, as far as practicable, salvage topsoil and forest duff from areas to be disturbed. All salvaged material shall be used for rehabilitation purposes.
- 22.5 The Consent Holder shall utilise, wherever practical given the characteristics of the land, direct vegetation transfer methods of rehabilitation.
- 22.6 Permanent vehicle access shall not be permitted along the pipeline route following the completion of construction.

23. Pest Control Programme

- 23.1 The Consent Holder shall undertake a long-term programme of pest control which shall have the objectives of managing animal and plant pests along the pipeline route, and enhancing the survival rates of Haast Tokoeka. The programme shall begin from the time construction commences, and shall continue for the life of this consent.
- 23.2 A Pest Control Plan shall be prepared, in consultation with the Department of Conservation, which sets out the practices and procedures to be adopted to ensure compliance with Condition 23.1. The plan shall ensure that flexibility is retained in relation to the use of best practice predator control methods such as poisons and other components to ensure that best practice methods are adopted to achieve the required outcomes. The Consent Holder shall provide evidence to Council of this consultation including any points of disagreement with the Department of Conservation.
- 23.3 The plan shall, as a minimum, address the following:
- a. The control of predators on kiwi within a 100ha radius of the pipeline route. Flexibility shall be retained in relation to the methods adopted to achieve the required outcome. Indices of relative abundance shall be determined in consultation with the Department of Conservation and the West Coast Regional Council.
 - b. Specific measures to manage plant pests along the pipeline route.

SPECIFIC CONDITIONS - WORKS ON THE ARAWHATA RIVER BRIDGE AND PIPELINE ROUTE WITHIN LEGAL ROAD RESERVE

24. General Requirements

- 24.1 At least three (3) months prior to undertaking any physical works within the legal road reserve or along the Arawhata River bridge, the Consent Holder shall submit to Council's Group Manager District Assets a Corridor Access Request ("CAR"). The CAR shall detail the proposed works within the legal road reserve and along the Arawhata River bridge and shall specifically address, but shall not be limited to, the following details:
- a. A Temporary Traffic Management Plan
 - b. The location of any existing services within the legal road reserve which may be affected by the proposed works
 - c. Roadside drainage and stormwater controls
- 24.2 Road closures shall be avoided during the construction period. Where there is no alternative to address a construction safety issue, road closures shall be restricted to a single lane and kept to an absolute minimum to cause minimal disruption to services and travel. The road shall not be completely closed overnight, and at all

times the road is partially closed machinery shall be on hand to effect immediate road reopening for emergency services if required.

- 24.3 The Consent Holder, at their full expense, shall reinstate/repair any damages to the road or infrastructure located within the legal road reserve which have been caused as a result of works undertaken in association with this consent. The road shall be reinstated to meet the minimum requirements of New Zealand Standard NZS 4404:2010, and sealed to a minimum width of 6.5 metres from the Arawhata River bridge to the Neils Beach settlement.
- 24.4 The Consent Holder shall provide Council with a bond to cover maintenance of the legal road from the Arawhata River bridge to the Neils Beach settlement. The amount of the bond shall be 2.5% of the full contract price of sealing the road from the Arawhata River bridge to the Neils Beach settlement, and shall run for a period of two (2) years from the date of completion of the pipeline installation.
- 24.5 The Consent Holder shall indemnify the Council, and all other utility providers with services located within the legal road reserve, against all costs and damage to roads or services resulting from pipeline failure, blowout, inspection or maintenance over the full lifetime of the project. Prior to any physical works commencing under this consent, the Consent Holder shall provide evidence of this to the satisfaction of Council's Group Manager District Assets.

SPECIFIC CONDITIONS - WORKS WITHIN PART RURAL SECTION 2118 (CFR WS3C/1463), AND RURAL SECTION 290 AND 526 (CFR WS3C/814) – WATER RESERVOIR SITE

25. Stormwater and Drainage

- 25.1 The access road to the reservoir complex, the pipeline route and all construction activity between the reservoir site and Haast-Jackson Bay Road, shall be located and undertaken in a way that does not adversely affect natural drainage patterns, or increase the risk of flooding to nearby properties.
- 25.2 All access roads, vehicle manoeuvring areas and car parking areas shall be sealed or otherwise hard surfaced and stormwater originating from the site must be disposed of to the satisfaction of the Council. These details shall be shown at the time of application to the Council for building consent for any structures at the reservoir site.

26. Visual Effects

- 26.1 Earthworks shall be kept to a minimum and all exposed surfaces shall be revegetated as soon as possible after site works are completed in order to reduce visual impact and the possibility of erosion or slips.
- 26.2 All existing vegetation located outside of the "operational circle area", as identified on the plans titled "Concept Plan, Sheet 1 of 3" and "Site Views, Sheet 2 of 3", both

dated 25/09/2016 and prepared by Stimulus Design Limited, shall be retained in its existing form.

- 26.3 Where practicable, excavated spoil from the site shall be landscaped into bunds along the northern and eastern outer edges of the operational area circle, as well as around new buildings and structures throughout the operational area circle. All bunds shall be planted with appropriate species as detailed in attachment 'A' to these conditions.
- 26.4 The road access to the site from the Haast-Jackson Bay Road is to be kept to a maximum width of 4 metres and shall be designed to meander to the right by at least 60 degrees within 50 metres of the intersection with the Haast-Jackson Bay Road. This is to ensure that no clear views are available into the site.
- 26.5 All structures and buildings must be finished in earth tones or a neutral colour palette and should meet with the following BS5252 colour range or "weight columns". No primary colours are to be used in any form. Glazing, fascia's, stormwater mechanisms, cladding and joinery shall all be non-reflective (below 40% reflectance level) and finished in keeping with the other colours.

Main Colours and Accents: A01, A03, A05, A07, A09, A11, A13, A14 (all weights) B15, B17, B19, B21, B23, B25, B27, B29, (all weights) C37, C39, C40 (weights up to 16 – Blue Green) D43, D44, D45 (weights up to 14 - Green)

Roofs: A09, A11, A13, A14, B23, B25, B27, B29, C39 & C40

Specific details shall be confirmed at the time of application to the Council for building consent for any structures at the reservoir site.

- 26.6 No permanent signage shall be placed on the Haast-Jackson Bay Road site frontage, nor in any location along the access road which is visible from the Haast-Jackson Bay Road.

27. Lighting

- 27.1 Any security lighting or night lighting shall be positioned and appropriately shielded to ensure that it is not clearly visible from the Haast-Jackson Bay Road or any property used for a residential activity.
- 27.2 The Consent Holder shall ensure that any light spill from the site, including during construction, does not exceed 10 lux (horizontal or vertical) of light at any property used for a residential activity.

28. Hours of Construction

- 28.1 Hours of operation for construction activities on the site shall be limited to 7.30am – 6.00pm, Monday to Saturday, provided that no works shall take place on statutory

holidays unless they are necessary to maintain the safety and integrity of structures on the site.

29. Noise and Noise Certification

- 29.1 All activities authorised by this consent are to be so designed and conducted so that the following noise limits are not exceeded at any point within the notional boundary of any dwelling:

| | |
|--|-------------------------|
| Monday to Friday between the hours of 7.00am and 9.00pm and Saturday between 7.00am and 6.00pm | 55 dBA _(L10) |
| At all other times including public holidays | 45 dBA _(L10) |

The notional boundary of any dwelling shall, for the purpose of this condition, be a point 20m from the most exposed facade of the dwelling.

- 29.2 Subject to these express conditions, sound levels shall be measured and assessed in accordance with the provisions of NZS 6801:2008 (Acoustics – Measurement of environmental sound) and NZS 6802:2008 (Acoustics – Environmental Noise) and associated amendments and updates.
- 29.3 With the exception of the construction period, vehicles and equipment used on the site shall not be fitted with tonal or beeper reversing alarms.
- 29.4 At the time of application to the Council for building consent for any structures at the reservoir site, the Consent Holder shall submit to the Council a report prepared by a suitably qualified and experienced acoustic engineer, which includes the following:
- a. Details of all potential noise sources from the operation of the site;
 - b. Details of any specific noise mitigation measures required on the site;
 - c. Certification that operation of the site can be undertaken in a manner which complies with Condition 29.1 of this consent.
- 29.5 Following completion of the construction on the site, and prior to commissioning of any plant, the Consent Holder shall supply Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager, with written confirmation from the suitably qualified and experienced acoustic engineer that all necessary noise mitigation measures, as detailed in Condition 29.4, are in place.
- 29.6 Within three (3) months of the commissioning of the plant, and again within six (6) months, noise from the site shall be monitored on at least two (2) separate occasions (totalling 4) by a suitably qualified person and the results provided to the Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager. The monitoring shall be representative of the varying noise levels emanating from the activities undertaken on the site to determine compliance with the noise levels in Condition 29.1.
- 29.7 Additional noise monitoring shall be conducted at any time upon a reasonable request from the Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager. Where any non-compliance is recorded, the

Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager is to be advised within one (1) working day and advised on what remedial steps will be undertaken and when they will be completed. Once the remedial work has been completed, noise shall be monitored and the results reported to the Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager within ten (10) working days.

SPECIFIC CONDITIONS - WORKS WITHIN LOT 1 DEPOSITED PLAN 3786 (CFR WS8C/775) – PIPELINE TO BOUNDARY WITH THE COASTAL MARINE AREA

30. Land Disturbance

- 30.1 Except for the purposes of restoring the land surface and preventing damage to the environment, all construction activity shall be confined to as small an area as possible. Disturbance to the dune area shall be kept to the minimum possible.
- 30.2 The construction area through the dune area shall be marked with cruise tape and all indigenous vegetation within the area shall be carefully removed and transplanted to a nursery area in consultation with the Department of Conservation. At the completion of pipeline installation the land contours shall be reinstated and the area revegetated with plant material previously removed.
- 30.3 At the conclusion of the construction period, and prior to commissioning of the project, all cruise tape and construction debris shall be removed from the foredune and beach area.

31. Fiordland Crested Penguins

- 31.1 Prior to any earthworks or construction activities being undertaken within 50m of the Mean High Water Spring Mark, the Consent Holder shall engage a suitably qualified expert to undertake a survey of the coastal margin to determine whether any Fiordland Crested Penguins are present.
- 31.2 The Consent Holder shall notify the Department of Conservation should any penguins be encountered during the survey required by Condition 31.1 so that appropriate arrangements can be made to relocate the penguins from the construction zone.

32. Historic and Cultural Heritage

- 32.1 Prior to any disturbance to the surface of the soil on Lot 1 Deposited Plan 3786, the Consent Holder shall engage a suitably qualified and experienced archaeologist to undertake an archaeological survey and prepare a detailed archaeological assessment of the proposed pipeline route and the immediately surrounding area. The assessment shall, as a minimum, identify whether any approvals are required under the Heritage New Zealand Pouhere Taonga Act 2014, and make any necessary recommendations to ensure that the effects on existing historic and

cultural values are avoided, remedied or mitigated to an acceptable level. The assessment shall be provided to the satisfaction of the Council's Group Manager Planning, Community and Environment and/or Council's Planning Manager.

- 32.3 The Consent Holder, in consultation with Te Runanga o Makaawhio, shall engage a 'cultural monitor' to be on site at all times during earthworks within Lot 1 Deposited Plan 3786.

ADVICE NOTES:

- (i) *A License to Occupy will likely be required for all structures proposed to be located within the legal road reserve. A license fee may be payable and the Consent Holder should contact Westland District Property Limited in this regard.*
- (ii) *A separate approval to undertake works within the legal road reserve will be required under the Local Government Act. The Consent Holder should contact Council's District Assets Department in this regard.*

ATTACHMENT "A" (Condition 26.3)

GROUND COVERS/FERNS/VINES

| | |
|--------------------------------|----------------------|
| <i>Acaena Inermis purpurea</i> | NZ Bidibidi |
| <i>Cyathea smithi</i> | Tree fern |
| <i>Blechnum discolor</i> | Crown fern |
| <i>Asplenium bulbiferum</i> | Hen and chicken fern |
| <i>Polystichum vestitum</i> | Prickly shield fern |
| <i>Astelia fragrans</i> | Kakaha |
| <i>Cortaderia richardii</i> | Toe |
| <i>Rubus australis</i> | Bush lawyer |
| <i>Rhipogonum scandens</i> | Supplejack |
| <i>Dicksonia squarrosa</i> | Wheki |
| <i>Lycopodium vestitum</i> | Club moss |

SHRUBS

| | |
|---------------------------------|---------------|
| <i>Coprosma robusta</i> | Coprosma |
| <i>Coprosma spp</i> | Coprosma |
| <i>Grisselinia littorallis</i> | Broadleaf |
| <i>Neopanax arboretum</i> | Five finger |
| <i>Fuchsia extorticata</i> | Fuchsia |
| <i>Pittosporum crassifolius</i> | Karo |
| <i>Phormium tenax</i> | Flax/harakeke |
| <i>Hebe salicifolia</i> | Koromiko |
| <i>Carmichaelia spp</i> | Native Broom |
| <i>Schefflera digitata</i> | Pate |
| <i>Coriaria spp</i> | Tutu |

TREES

| | |
|---------------------------------|------------------|
| <i>Dacrydium cuppressinum</i> | Rimu |
| <i>Dacrydium dacrydioides</i> | Kaihikatea |
| <i>Hedycarpa arborea</i> | Pigeonwood |
| <i>Hoheria glabrata</i> | Ribbonwood |
| <i>Myoporum laetum</i> | Ngaio |
| <i>Melicytus ramiflorus</i> | Mahoe/whiteywood |
| <i>Metrosideros umbellata</i> | Southern rata |
| <i>Nothofagus menziesii</i> | Silver beech |
| <i>Pseudopanax crassifolius</i> | Lancewood |
| <i>Plagianthus betulinus</i> | Manatu |
| <i>Podocarpus hallii</i> | Totara |
| <i>Prumnopitys ferringea</i> | Miro |
| <i>Pseudowintera colerata</i> | Pepperwood |
| <i>Weinmania racemosa</i> | Kamahi |