

3 December 2025

Appendix C: Fast-track Approvals Act concession report

Section 51(2)(a) concession report for – FTAA-2508-1095 Southland
Wind Farm



Department of
Conservation
Te Papa Atawhai

**Te Kāwanatanga
o Aotearoa**
New Zealand Government

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1. Introduction

- 1.1 This report has been prepared by the Department of Conservation (DOC) on behalf of the Director-General of Conservation. This report provides commentary on information provided by the Applicant to support the Panel's assessment of the application for a concession approval. The content of this report has been informed by DOC's technical experts and information from our Treaty partners where available.
- 1.2 Minute 1 of the Panel Convener included a number of directions relevant to this report as outlined in the table below.

<i>Direction</i>	<i>DOC comment</i>
<i>The matters set out in clause 4, Schedule 6 of the Act</i>	Provided in this report
<i>How the weighting of matters set out in clause 7, Schedule 6 of the Act is to be approached, having regard to relevant senior court decisions</i>	Addressed in Appendix A
<i>Whether the Director-General disagrees with or wishes to expand upon the expert technical reports or assessments lodged by the Applicant in support of the concession sought</i>	Provided in this report
<i>The Director-General's recommendation either to grant, subject to conditions, or decline the concession sought, together with the basis of such recommendation</i>	Addressed in covering report
<i>Any amendments considered necessary to conditions proposed in the application in the event of a recommendation to grant the concession sought, having regard to clauses 8 and 9, Schedule 6 of the Act. Any proposed amendments are to be track changed.</i>	Attached to this report (Appendix C1)

2. Purpose of the report

- 2.1 Clause 4 of Schedule 6 of the FTAA identifies that this report must include information about:
- any conservation management strategies or conservation management plans that have been co-authored, authored, or approved by a Treaty settlement entity;
 - the purposes for which the land concerned is held;
 - the status, ownership, and administration of the land that would be subject to the concession;
 - whether the land is subject to any existing arrangements that create obligations in relation to the land;
 - the legal and financial liabilities;

- any condition that should be imposed in accordance with clause 8 or section 84;

as well as information to address relevant matters in clause 7, including:

- Part 3B of the Conservation Act 1987 (except sections 17SB and 17U(3) of that Act) as if the application were an application for a concession under Part 3B (clause 7(1)(a)(ii));
- any other relevant provisions of Parts 3, 4, 4A, 5, 5B, and 5C of the Conservation Act 1987 that directs decision making in relation to Part 3B of that Act (clause 7(1)(a)(iii));
- in relation to any national park management strategy, conservation management strategy, national park management plan, or conservation management plan that has been co-authored, authored, or approved by a Treaty settlement entity, the views of the entity (clause 7(1)(a)(viii));

The report must also specify any conditions of those specified under section 78 that the Panel must impose in accordance with clause 9 (clause 4(2) of the FTAA).

- 2.2 In preparing this report, every person that is an administrator of the relevant Crown land (that is not the Crown) must be consulted. However, in this case there are no other administrators other than the Crown.

3. The Concession approval(s)

- 3.1 Contact Energy (Contact / the Applicant) has requested approval for

- *a concession for the construction of a culvert to replace an existing ford over the Mimiha Stream North Branch (which is subject to Part 4A (Marginal Strips) of the Conservation Act) to enable construction access (and potentially ongoing maintenance access) to the Southland Wind Farm; (Concession A) and*
- *a concession for an airspace easement for a high voltage (220kV) transmission line to pass over this same marginal strip, in a different, but nearby, location to the proposed culvert. (Concession B)*

- 3.2 The Applicant has stated that no physical works or structures will be required in relation to the airspace easement.

- 3.3 Both concessions are sought for a term of 60 years from the date of the commencement of the construction of the Southland Wind Farm.

Concession A - Right of Way

- 3.4 Contact Energy is proposing to replace an existing ford crossing Mimiha Stream North Branch with a culvert crossing approximately 40 m upstream of the ford due to the current hairpin turn in the existing access road being too tight to facilitate the transportation of the wind turbine

components. The installation of the proposed box culvert will allow the existing road to be straightened, enabling the transportation of the needed components for the proposed wind farm.

- 3.5 Contact is proposing to include an exclusion barrier to prevent the passage of trout upstream of this culvert. This is discussed further in the report on the complex freshwater fisheries approval sought (Appendix E).

Concession B - Right to Convey Electricity

- 3.6 Contact has sought an easement corridor of 200 m for the right to convey electricity. This will house part of the 16 km long 220 kV transmission line which connects the proposed wind farm and the switching station (Grid Injection Point). Contact has stated that no structures associated with this will be situated on public conservation land. The corridor will accommodate transmission lines only.
- 3.7 The corridor crosses the Mimiha Stream North Branch Marginal Strip and the Waiariki Stream, Mimiha Conservation Area. It is larger than the final 50 m corridor required for the transmission line to enable some discretion in the final placement of the transmission line. This is not uncommon practice for these types of applications.
- 3.8 It is noted that Contact Energy have requested the smaller final corridor of 50 m for the concession (which will be identified once the transmission line route is confirmed). DOC recommends that the 200 m corridor is named clearly in the easement document, and Contact Energy explore a technical variation under s 17ZC(1) of the Conservation Act 1987 to reduce the area once the final location of the transmission line is confirmed.

4. Overview of DOC's report

- 4.1 With a reduced term of 30 years, DOC considers that the application can be granted in a manner consistent with the Conservation Act 1987. DOC has several recommendations regarding conditions applied through the concession to ensure that DOC is able to undertake its responsibilities as land manager, as well as on the term of the concession.
- 4.2 Contact Energy has applied for a 60-year term citing exceptional circumstances. DOC does not consider that the proposed activity meets the test for exceptional circumstances and so recommends approving the application for the usual 30-year term.
- 4.3 Contact Energy has also requested that the term start date be at their notification to DOC that work has begun on the project. Due to complications around the exercising of such a start date, DOC requests that the term has a calendar date as the start date.
- 4.4 Contact Energy has indicated that adverse effects from the activity will be managed through management plans. DOC recommends that adverse effects are also managed through the concession document, to enable it to fulfil its responsibilities as administrator of the affected land. DOC also notes that there are wider concerns around managing effects from an activity

authorised under the Conservation Act 1987 through a process which is managed under the Resource Management Act 1991.

- 4.5 DOC also notes that Contact Energy has outlined riparian planting as mitigation for the removal of plants during culvert construction. Due to the lack of approval sought for this planting it is assumed that this will not occur on public conservation land, and as such is not considered as a mitigation method for the concession activity under the Conservation Act.

5. Sources

- 5.1 Contact Energy has provided additional information to DOC, clarifying why the proposed culvert option has been chosen to transport the turbine components to the wind farm site. This email can be found in Appendix C3.

6. Detailed Assessment

- 6.1 Clause 4 of Schedule 6 sets out the information that must be included in this report, as discussed in paragraph 2.1.
- 6.2 DOC has used the criteria set out in clause 7 of Schedule 6 as a framework for providing this report on the application relating to the concession approval(s). Each criterion is addressed in the following section. Clause 7 matters are those which the panel must take into account when considering an application for a concession.
- 6.3 There is considerable overlap between the criteria which the report must address in clause 7(1)(a) and (b), and those matters in clause 4(1)(a) – (g).

7. Clause 7(1)(a)(ii)

- 7.1 Clause 7(1)(a)(ii) requires that Part 3B of the Conservation Act 1987 (except sections 17SB and 17U(3) of that Act) be taken into account as if the application were for a concession under Part 3B.
- 7.2 The relevant provisions of Part 3B for the concession approvals sought in this application are considered below. All section references below are to the Conservation Act 1987 unless stated otherwise.
- 7.3 Sections of Part 3B not explicitly referenced below have been considered but do not raise any material issues DOC considers would impact on the panel's decision.

Exceptions (section 17O)

- 7.4 Section 17O, inter alia, identifies activities for which a concession is not required.
- 7.5 None of the exceptions are relevant to this application and a concession is required in respect of the activities for which approval is sought.

Powers to grant concessions (section 17Q)

7.6 Section 17Q outlines that an easement cannot be granted in respect of an activity if a lease, licence, or permit could be granted and is considered more appropriate.

7.7 DOC considers that a lease, licence or permit is not more appropriate for this proposed activity.

Applications inconsistent (section 17R)

7.8 Section 17R sets out that an application for a concession must not be made if the Minister of Conservation has exercised a power under section 17ZG(2)(a) to initiate a process that relates to such an application.

7.9 There is no such process in place at this location.

Matters to be considered (section 17U)

7.10 Section 17U outlines the matters that regard must be had to when considering an application for a concession. The relevant provisions are discussed below.

The nature of the activity and the type of structure or facility (if any) proposed to be constructed (s 17U(1)(a))

7.11 The nature of the activities Contact Energy proposes to undertake pursuant to each concession is described above in section 3 of this report, and in the application.

The effects of the activity, structure, or facility (s17U(1)(b))

7.12 Contact Energy have identified the following adverse effects of the proposed activity:

- Stream disturbance from the installation of the culvert including: sediment discharge, fish passage constraints, contaminants and the introduction of pest species.
- The need to remove vegetation to install the culvert and realign the road.
- Ongoing impacts on fish from vehicle traffic.
- Visual and landscape effects from the transmission lines.

7.13 DOC agrees that these are the adverse effects which will require avoidance, mitigation, or remediation. DOC does not consider that there are additional adverse effects which need to be addressed.

7.14 Contact Energy have identified the following positive effects of the proposed activity:

- Reduced direct impact of vehicles on the North Branch Mimiha Streambed.
- Restricted trout access from the upper North Branch Mimiha Stream, where gollum galaxiids have been located.

- 7.15 DOC agrees both that these effects are positive and that they will occur as a result of the proposed activity.
- 7.16 Contact Energy has stated that there will be no or negligible effects from the proposed activity on the following:
- Effects on archaeological values
 - Public access
 - Visual values
 - Landscape values.
- 7.17 DOC agrees that with the knowledge currently available, on the archaeological values present on public conservation land are low. However, as discussed below, it is not satisfied that the proposed management of discovery of archaeological values on public conservation land is sufficient. Therefore, DOC has proposed Accidental Discovery Protocol conditions (see Appendix C1).
- 7.18 DOC agrees that the impact of the proposed activities will have negligible effects on public access to public conservation land. This is largely due to the isolation of public conservation land at this location, with easy access occurring over private property, and the alternative access being along the Mimiha Stream through marginal strips.
- 7.19 DOC agrees that the visual effects of the transmission line above public conservation land will have minimal visual effects. We also agree that the grey colour of the lines will sufficiently mitigate any potential landscape effects.
- 7.20 DOC considers that the landscape surrounding the culvert's location will ensure that the culvert does not appear out of place, nor create visual disturbance to other users.

Measures proposed to be taken to avoid adverse effects (section 17U(1)(c))

- 7.21 Contact Energy's application indicates that the adverse effects of the proposed activity will be primarily managed through management plans. They have identified the following management plans as mitigating adverse effects occurring as a result of the proposed activities on public conservation lands:
- Construction Environmental Management Plan
 - Earthworks Management Plan
 - Riparian Offsetting Management Plan
 - Archaeological Management Plan.
- 7.22 Where management plans are intended as a means of managing adverse effects relating to the concessions (or any conservation approval), DOC considers it must have a certification role,

either for the initial certification or subsequent amendments. DOC does not consider it is appropriate that management plans for the purposes of managing effects on public conservation land are only referenced in conditions relating to resource consents, which places a non-DOC party in the position of managing the effects on land held under the Conservation Act and managed by DOC.

- 7.23 Additionally, matters covered in management plans do not always align with the matters DOC prefers to cover through conditions for the identified adverse effects. DOC has therefore recommended several conditions for inclusion in the concession document.
- 7.24 Contact Energy have proposed to address the effects of removing (primarily non-native) vegetation from the banks of the North Branch Mimihau Stream by planting native vegetation elsewhere within the Mimihau Stream catchment.
- 7.25 This cannot be considered as mitigation or remedy under the Conservation Act. The replanting does not occur on public conservation land (planting on public conservation land, even of native species, will require a concession approval which has not been sought as part of this application). Therefore, the benefit will not be realised on public conservation land.
- 7.26 Contact Energy have proposed seven conditions in the concession document which address some of the adverse effects of the proposed activity on public conservation land:
- Sch. 2, condition 8.1
 - Sch.2, condition 8.2
 - Sch. 2, condition 8.3
 - Sch. 3, condition 6
 - Sch. 3, condition 7
 - Sch. 3, condition 8
 - Sch. 3, condition 9.
- 7.27 DOC is supportive of the conditions Contact Energy have proposed for the concession document to mitigate and avoid some of the adverse effects of the proposed activity.
- 7.28 As discussed above regarding Contact Energy's use of management plans to avoid, remedy and mitigate adverse effects from the proposed activity on public conservation land, DOC recommends additional conditions. These can be found in full in Appendix C1 of this report, and address:
- Construction and maintenance
 - Weed control
 - Fuels, hazardous materials, chemicals and waste
 - Accidental discovery protocols.

Any relevant environmental impact assessment, including any audit or review (section 17U(1)(e))

- 7.29 DOC has considered the assessment of effects and accompanying reports provided by Contact Energy as part of its application (Section 7.5) and this has informed the comments provided above.

Matters listed in section 17U(1)(d), (f) and (g)

- 7.30 DOC considers that the matters listed in sections 17U(1)(d) and (f) are not relevant to the process under the FTAA.
- 7.31 DOC is not aware of any relevant information that would fall within the scope of section 17U(1)(g).

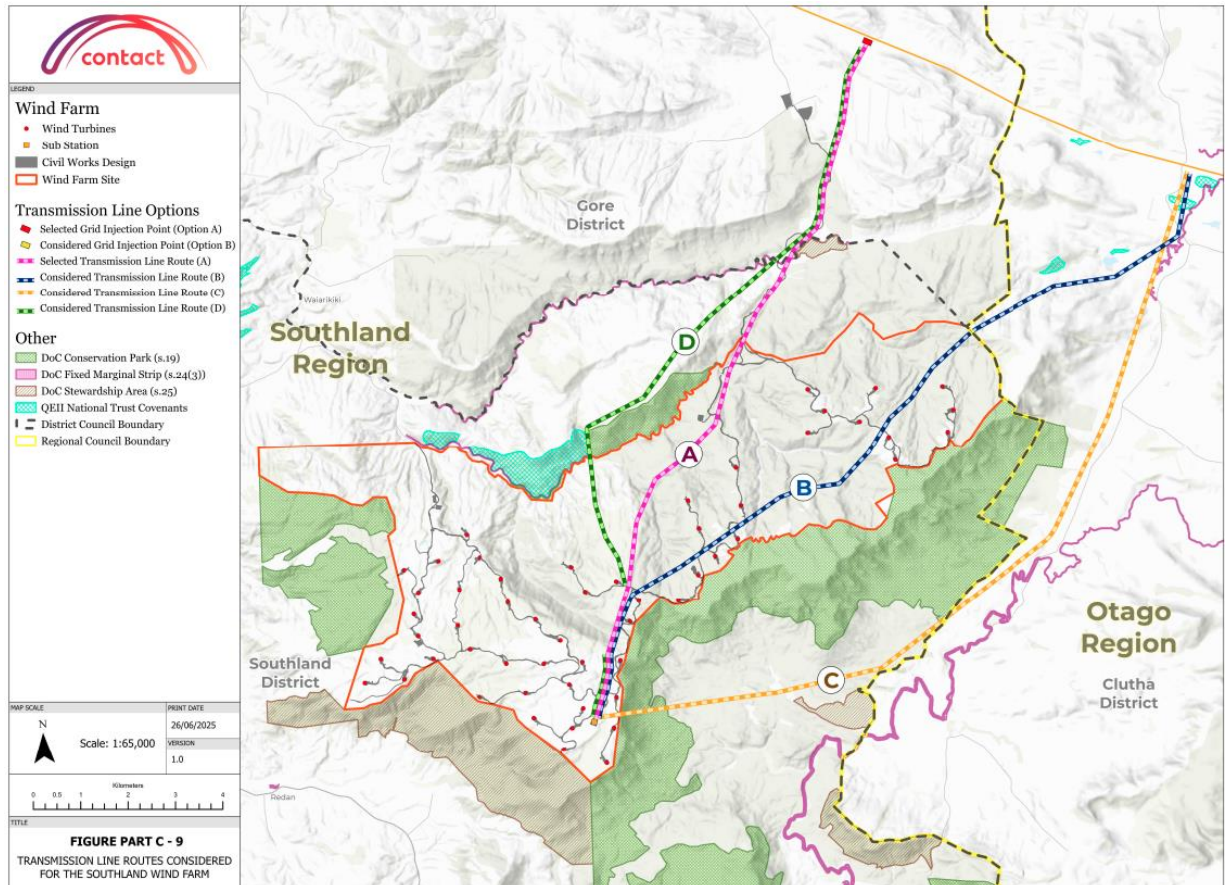
Section 17U(2)

- 7.32 DOC considers there is enough information to assess the effects of the activity and that there are reasonable methods to remedy, avoid, or mitigate adverse effects of the proposed concession.

Section 17U(4)

- 7.33 This section sets out that an application for a concession to build a structure or facility where the decision-maker is satisfied that the activity could reasonably be undertaken in another location that is outside the conservation area to which the application relates, or in an alternative location (within the same or different conservation area) where the potential adverse effects would be significantly less, or could reasonably use an existing structure or facility.
- 7.34 There are three existing road access ways into the proposed project location; the Blakeley Forest forestry road through freehold land, Venlaw Road, and Thornhill Road.
- 7.35 Contact Energy have indicated that they will be accessing the project site through Thornhill Road as well as through the Blakeley Forest access route, and confirmed that they will not be utilising Venlaw Road east of the Thornhill Road turn-off (see confirmation email in Appendix C3).
- 7.36 Contact Energy have stated that utilising either Venlaw Road or Thornhill Road to transport the turbine components would require extensive earthworks on sections of the Waiarikiki Mimihaui Road, in addition to “increasing interactions between wind farm vehicles and logging trucks”.
- 7.37 In light of this information DOC is satisfied that there is no reasonable alternative access route for the turbine components off public conservation land, or in a different location on public conservation land.
- 7.38 DOC is satisfied that the culvert cannot be placed in the location of the existing ford crossing due to the need to straighten the road to allow for vehicle access for the turbine components.

7.39 In relation to the transmission lines, Contact Energy has described four potential routes considered for this project in this application (see Figure 1 below).



7.40 DOC is satisfied that alternative routes C & D would have greater adverse effects on public conservation lands than the applied for route A.

7.41 Route B occurs entirely off public conservation land and is therefore the preferred option under S17U(4) of the Conservation Act. However, this route incurs more adverse effects on the environment overall due to the significant environmental values outside of public conservation land within this area.

7.42 When considering the concession application associated with the COVID-19 Recovery (Fast-track Consenting) Act, DOC considered that the increase in adverse effects on the environment overall meant that route B was not considered to be a reasonable alternative outside public conservation land. This viewpoint remains unaltered under the current application.

Section 17U(5)-(7)

7.43 These sections are not relevant to this application. The application is for an easement, not a lease or licence.

Conservation management strategies and plans (section 17W)

- 7.44 Section 17W(1) requires that the concession be consistent with the relevant Conservation Management Strategy (CMS) or Conservation Management Plan (CMP).
- 7.45 Ordinarily the consideration of an application for a concession under Part 3B requires an assessment as to whether granting of the concession would be consistent with any relevant conservation management strategy or plan. DOC therefore provides the following information regarding the relevant conservation management strategy and plan, to assist the Panel with its assessment under FTAA Schedule 6 clause 7(1)(a)(ii). DOC notes that clause 7(2) of Schedule 6 specifically directs that the Panel must take section 17W(1) (and (3)) into account but must not treat the provision as requiring the Panel to decline the approval on that basis.

Conservation General Policy 2005

- 7.46 The Conservation General Policy (CGP) “provides guidance for the administration and management of all lands and waters and all natural and historic resourced managed for the purposes” of the following acts:
- Conservation Act 1987
 - Wildlife Act 1953
 - Marine Reserves Act 1971
 - Reserves Act 1977
 - Wild Animal Control Act 1977
 - Marine Mammals Protection Act 1978
- 7.47 The CGP “implements and cannot derogate from legislation”. Conservation Management Strategies cannot derogate from the CGP and implement general policies.
- 7.48 The CGP directs that its policies will be interpreted as follows:

Table 1 - 1 Interpretation of Policies

Policy	Criteria	Discussion
1(a)	<i>The policies in this General Policy will apply to all lands, waters and resources administered by the Department of Conservation, excluding national parks.</i>	This confirms that the CGP applies to this application.
1(b)	<i>Only the policies in this General Policy (identified by being placed in boxes) and the Glossary will have the effect of General Policy.</i>	This outlines how the CGP should be interpreted.

1(c)	<i>Each policy will be considered in conjunction with all other policies in this General Policy.</i>	This outlines how the CGP should be interpreted.
1(d)	<i>The words 'will', 'should' and 'may' have the following meanings: i. Policies where legislation provides no discretion for decision making or a deliberate decision has been made by the Minister to direct decision-makers, state that a particular action or actions 'will' be undertaken. ii. Policies that carry with them a strong expectation of outcome without diminishing the constitutional role of the Minister and other decision-makers, state that a particular action or actions 'should' be undertaken. iii. Policies intended to allow flexibility in decision-making, state that a particular action or actions 'may' be undertaken.</i>	Clear direction on how to interpret policies in the CGP. This direction is matched by that in the Southland Murihiku Conservation Management Strategy.
1(e)	<i>Planned outcomes at places should be consistent with the intrinsic values of an area identified as a place in a conservation management strategy or plan.</i>	This direction is aimed at DOC and is not relevant to the consideration of this application.
1(f)	<i>All policies in this General Policy will be applied consistently with the objectives of the relevant legislation and, where applicable, any statutory purposes for which the place is held under that legislation.</i>	This outlines how the CGP should be interpreted.
1(g)	<i>Interpretation of the policies in this General Policy will not derogate from the provisions of the relevant legislation.</i>	There is no identified point at which the CGP derogates from the Conservation Act regarding this application.
1(h)	<i>Approved conservation management strategies and plans continue to have effect until they are amended or reviewed, except where they clearly derogate from General Policy.</i>	There is no identified point at which the Southland Murihiku CMS derogates from the CGP regarding this application. The Southland Murihiku CMS is currently within its expected 10-year lifespan.

7.49 The CGP provides a series of policies to manage authorising activities on public conservation lands and waters. The following should be considered for all authorisations covered by the CGP:

Table 2 - 11.1 All activities

Policy	Criteria	Discussion
11.1 (a)	<i>Any application for a concession or other authorisation will comply with, or be</i>	See sections 7.13 & 11 in this report.

	<i>consistent with, the objectives of the relevant Act, the statutory purposes for which the place is held, and any conservation management strategy or plan.</i>	
11.1 (b)	<i>All activities on public conservation lands and waters which require a concession or other authorisation should, where relevant, avoid, remedy or mitigate any adverse effects (including cumulative effects) and maximise any positive effects on natural resources and historical and cultural heritage, and on the benefit and enjoyment of the public, including public access.</i>	See section 7.6 in this report.
11.1 (c)	<i>The Department and all concession and other authorisation holders should monitor the effects of authorised activities on natural resources, historical and cultural heritage, and the benefit and enjoyment of the public, including public access, to inform future management decisions.</i>	Proposed conditions 6 (Sch. 1) & 15 (Sch. 3) enable DOC to cost recover for monitoring this concession if approved.
11.1 (d)	<i>Concession and other authorisation holders will be responsible for the safe conduct of their operations, including the safety of staff, clients, contractors, and the public, and compliance with relevant safety standards and legal obligations.</i>	Proposed condition 1.1 (Sch. 2) ensures that this is the case in the concession if approved.
11.1 (e)	<i>The policies below for the activities specified are to be considered in conjunction with policies 11.1 (a) to 11.1 (d).</i>	See table 3 in this report.

7.50 The following policies should be considered for all utility authorisations. DOC notes that the proposed activity meets the definition of utility under the CGP:

Table 3 - 11.3 Utilities

Policy	Criteria	Discussion
11.3 (a)	<i>Utilities may be provided for on public conservation lands and waters where they cannot be reasonably located outside public conservation lands and waters, or if specifically provided for as a purpose for which the place is held.</i>	See section 7.10 in this report.
11.3 (b)	<i>When new utilities are installed or existing utilities are maintained or extended, they should be of a scale, design and colour that relates to, and is integrated with, the landscape and seascape.</i>	See section 7.5 in this report.

11.3 (c)	<i>Public access to utilities may be denied where necessary for the protection of public safety or the security or competent operation of the activity concerned.</i>	DOC does not consider it necessary to prevent public access to the proposed culvert. The nature of the transmission line means that access through public conservation land is unlikely.
11.3 (d)	<i>Utilities should, wherever possible, be located in, or added to, an existing structure or facility and use existing access options.</i>	The proposed culvert does not utilise the same location as the existing ford. DOC's view is that Contact Energy has provided sufficient reasoning as to why this is not occurring. There are no existing transmission lines or similar structures within the proposed location that Contact Energy could adapt or add to.
11.3 (e)	<i>Utilities that are redundant should be removed from public conservation lands and waters and the site restored as far as practicable to a natural state to minimise effects on the landscape.</i>	Proposed condition 8 (Sch. 3) ensures that this is enforced through the concession if approved.

Southland Murihiku Conservation Management Strategy 2016

7.51 The Southland Murihiku CMS is split into three parts, with additional appendices and maps. This report considers each of the three parts in order:

- Part 1: The vision of Southland Murihiku and whole-region objectives, policies and milestones largely directed at DOC management of the area as a whole.
- Part 2: Specific outcomes, policies and milestone for the Places within Southland Murihiku
- Part 3: Other specific whole-region policies and milestones that address legislative and general policy requirements.

7.52 The Southland Murihiku CMS directs that it should be interpreted as follows:

Table 4 - Interpretation Policies

Policy	Criteria	Discussion
1.	<i>Public conservation lands and waters will be managed consistently with the provisions of the relevant legislation, general policy and the purpose for which they are held.</i>	See sections 7.13 & 11 in this report.
2	<i>The operative parts of this CMS are the objectives, outcomes, policies and glossary.</i>	This outlines how the Southland Murihiku CMS should be interpreted.
3	<i>The policies in this section, the objectives and policies in Part One, and the policies in Part Three of this CMS apply to all lands, waters and</i>	This confirms that the Southland Murihiku CMS applies to this application.

	<i>resources administered by the Department in Southland Murihiku</i>	
4	<i>The outcomes and policies in each section of Part Two apply to all lands, waters and resources administered by the Department in that section</i>	This confirms that the Southland Murihiku CMS applies to this application.
5	<i>Where the outcomes and policies in Part Two differ from the objectives or policies in Part One and/or the policies in Part Three, the provisions in Part Two prevail.</i>	This outlines how the Southland Murihiku CMS should be interpreted.
6	<i>An integrated approach will be applied by the Department to its management within Southland Murihiku and to cross-boundary management of public conservation lands and waters.</i>	The application does not cross-boundaries for DOC management. The surrounding land is freehold.
7	<i>In interpreting the policies in this CMS the words 'will', 'should' and 'may' have the following meanings: a) Policies where legislation provides no discretion for decision-making or a deliberate decision has been made by the Minister to direct decision-makers, state that a particular action or actions 'will' be undertaken. b) Policies that carry with them a strong expectation of outcome without diminishing the constitutional role of the Minister and other decision-makers, state that a particular action or actions 'should' be undertaken. c) Policies intended to allow flexibility in decision-making, state that a particular action or actions 'may' be undertaken.</i>	Clear direction on how to interpret policies in the Southland Murihiku CMS. Note that this matches the instructions on interpretation of policies found in the CGP.
8	<i>Approved national park and conservation management plans continue to have effect until they are amended, reviewed, withdrawn or revoked.</i>	The Southland Murihiku CMS is within its expected 10-year lifetime.
9	<i>Approved national park and conservation management plans have primacy until such time as they are reviewed; then their review will be undertaken within the framework established by this CMS.</i>	This is not relevant to this application as no management plan applies to the locations within this application.

Vision for Southland Murihiku – 2066

7.53 The Southland Murihiku CMS outlines an ambitious vision for 2066:

New Zealand is the greatest living space on Earth

Kāore he wāhi i tua atu i a Āotearoa, hei wāhi noho i te ao

7.54 For the Southland Murihiku area specifically the Southland Murihiku CMS aims for diverse, natural and intact ecosystems which are largely “restored health and functioning, benefiting ecosystem services and underpinning the region’s ecological wealth”. It specifies that “rivers run clean from the mountains to the sea”. DOC’s assessment is that Contact Energy’s application does not prevent either of these goals (either national or regional) from being achieved. As per section 7.49 above, Contact Energy have also ensured some positive effects from their proposed activity in public conservation land.

Distinctive features, values and issues of Southland Murihiku

7.55 The Southland Murihiku CMS outlines 5 main themes for “managing and contributing to conservation in Southland Murihiku”:

- a. *Collaborating with others*
- b. *Safeguarding valuable flora and fauna*
- c. *Connecting people with indigenous biodiversity*
- d. *Maintaining accessible, well-managed visitor destinations*
- e. *Valuing a rich and diverse cultural and historic heritage, including enabling Ngāi Tahu rangatiratanga and kaitiakitanga in relation to ngā taonga tuku iho (treasured resources) in the takiwā to be exercised.*

7.56 Contact Energy’s application does not conflict with the implementation of these themes. The culvert preventing further trout access into the upper section of the North Branch Mimihau Stream contributes to theme b: safeguarding valuable flora and fauna.

7.57 It also acknowledges that “preventing the spread of pest organisms such as didymo” is a high priority. DOC recommends the inclusion of 2 sets of conditions in Schedule 3; one pertaining to didymo, and one pertaining to myrtle rust (discovered in New Zealand after the Southland Murihiku CMS was published). These can be found in Appendix C1.

Treaty partnership with Ngāi Tahu

7.58 The Southland Murihiku CMS identifies that DOC has protocols in relation to how it works with Ngāi Tahu. In regard to concession engagement, there are existing trigger documents which indicate when DOC should engage or not engage with mana whenua on concession applications, and at what level. Currently, these documents do not discuss how Fast Track applications should be engaged on.

7.59 DOC’s Conservation Act s 4 obligations are discussed further in section 20 of this report.

Southland Murihiku by 2026

- 7.60 The Southland Murihiku CMS states that DOC “is managing a representative range of indigenous terrestrial and freshwater ecosystems, as well as threatened and at risk flora and fauna.” It goes on to identify the range of threatened and at-risk flora and fauna present in Appendix 5, including the gollum galaxias (Threatened - Nationally Vulnerable).
- 7.61 Contact Energy have proposed a culvert design which would restrict trout access to the upper section of the North Branch Mimiha Stream.
- 7.62 The Southland Murihiku CMS acknowledges around 700 recorded archaeological sites on public conservation land in the area and recognises that “it is likely that many more sites remain undiscovered”. DOC recommends the inclusion of accidental discovery protocol conditions in Schedule 3 of the concession document if the activity is approved, to ensure that DOC has some enforcement ability over what occurs should an accidental discovery occur on land it manages.
- 7.63 It explains that the “intent of destination management is to increase recreational use on public conservation lands and waters.”. As identified below, the proposed location is within the rural visitor management zone, as defined in Appendix 12 of the Southland Murihiku Conservation Management Strategy & identified in Map 8.14, Volume II.
- 7.64 The Southland Murihiku CMS defines the purpose of visitor management zones as “to plan for a range of recreation opportunities” and enable visitors to seek “the type of experience they want to experience”. The proposed activities are not recreational; however, the visitor management zone can still be considered:

Table 5 - Appendix 12: Prescriptions for the management of visitor management zones

Policy	Criteria	Discussion
General Description	<i>Remnant native forest, wetlands, marine reserves and historic or cultural sites in areas dominated by farmland and plantation forest</i>	The location fits with the general description of the rural visitor management zone.
Accessibility	<i>Typically via sealed and unsealed roads, and in some cases by boat Enabled for people of most ages or abilities</i>	The culvert crossing is not out of place in this visitor management zone.
Predominant visitor groups	<i>Short-stop travellers, day visitors and overnights</i>	The proposed activity is not recreational.
Predominant destination categories	<i>Icon, Gateway and Local Treasure</i>	The location is not named as one of these destination categories in the Southland Murihiku CMS.
Facility setting	<i>Short walks, campsites and picnic areas, for a range of ages and abilities</i>	Due to the inaccessibility of the sites these facilities are not present.

<i>High degree of control via information and direction signs, and barriers</i>		
Desired visitor experience and interactions	<i>Varying, from activities with large groups, time with small groups/families, some time away from other groups and, in some cases, solitude</i>	It is unlikely due to the difficulty of access, that the proposed activity will significantly alter the recreational experience of the impacted locations.
Preferred maximum party size	<i>50 Conforming concessions schedule—15</i>	The preferred maximum group size is not inconsistent with the amount of people one could reasonably expect to find constructing and maintaining the proposed culvert and transmission line.
Typical visitor interaction levels	<i>20 or less people seen per hour</i>	The typical visitor interaction level is not inconsistent with the amount of people one could reasonably expect to find as a result of the proposed activity.
Concessions operations	<i>Concessionaire activity may be permitted in all these visitor management zones, subject to conditions to avoid, remedy or mitigate adverse effects, including compliance with criteria within this table; the outcomes and policies for Part Two—Places and policies in Part Three apply Concessionaire client activities should not be advantaged or disadvantaged compared with those for non-concessionaire visitors, unless there is a specified reason for different management; the outcomes and policies for Part Two—Places and policies in Part Three apply</i>	Concession activity can be approved in this visitor management setting. The proposed activity does not appear to advantage or disadvantage Contact Energy when compared with non-concessionaire visitors.
Concessions effects management	<i>Avoid, remedy or mitigate adverse effects</i>	See section 7.6 in this report.
Aircraft managements	<i>Aircraft access for visitor use purpose should not be approved other than in accordance with Policies 3.6.1 to 3.6.9 (Aircraft) in Part Three, and the outcomes and policies in Part Two—Places</i>	Aircraft use has not been applied for in this Application.

7.65 The location included in this application is not named as a visitor destination that is the focus of DOC's effort, nor as a site which is highly valued by Southlanders.

7.66 The Southland Murihiku CMS acknowledges that there is a large variety of concessionaires and other business within the area providing tourism opportunities and utilising resources. It identifies that many of these concessionaires make a significant contribution to the regional and national economy, and to conservation.

Lowlands Te Rā a Takitimu Place

- 7.67 The Southland Murihiku CMS identifies that the majority of the Lowlands Te Rā a Takitimu Place (Place) is “privately owned pastoral land, dotted with small rural settlements” with “many distinctive, easily accessible small parcels of public conservation lands and waters”.
- 7.68 The application also meets the objective for this Place that: “structural development does not detract from important indigenous ecosystem, landscape and recreation values.”
- 7.69 The policies for the Lowland Te Rā a Takitimu Place are as follows:

Table 6 - 2.7 Lowlands Te Rā a Takitimu Place Policies

Policy	Criteria	Discussion
2.7.1	<i>Manage (including when considering concession applications) those parts of the Lowlands Te Rā a Takitimu Place that are within the Te Wāhipounamu—South West New Zealand World Heritage Area in accordance with the criteria for which the World Heritage Area was nominated and the statement of outstanding universal value (Appendix 14).</i>	The proposed location is not within the Te Wāhipounamu - South West New Zealand World Heritage Area.
2.7.2	<i>Should allow motorised vehicles within the Lowlands Te Rā a Takitimu Place only: a) on the roads purposely formed and maintained for motorised vehicle use at the time this CMS is approved; or</i>	It is unclear if the ford access proposed to be replaced existed prior to 2016.
	<i>b) in accordance with Policy 3.2.3 or 3.2.4 in Part Three.</i>	See table 8 in this report.
2.7.3	<i>Should allow mountain bikes within the Lowlands Te Rā a Takitimu Place only: a) on the roads, tracks or other areas where motorised vehicles are allowed; b) on the roads, tracks or other areas identified in Table 2.7; or c) in accordance with Policy 3.3.4 in Part Three.</i>	The proposed activity does not include mountain biking.
2.7.4	<i>Should allow electric power-assisted pedal cycles within the Lowlands Te Rā a Takitimu Place only: a) on the roads, tracks or other areas where motorised vehicles are allowed; b) on the roads, tracks or other areas identified in Table 2.8; or</i>	The proposed activity does not include electric power-assisted pedal cycles.

	<i>c) in accordance with Policy 3.4.2 in Part Three.</i>	
2.7.5	<p><i>May grant concessions for aircraft landings and take-offs within the Dunsdale Ecological Area, Hokonui Forest Conservation Area and The Catlins Te Akau tai tonga on an occasional basis, where the activity is consistent with Policy 3.6.6 or 3.6.7, or in accordance with the following criteria:</i></p> <p><i>a) it is consistent with the outcome for this Place;</i></p> <p><i>b) it is consistent with Policy 3.6.1b)–h) in Part Three;</i></p> <p><i>c) adverse effects on the visitor experiences found within these areas are avoided; and</i></p> <p><i>d) adverse effects on the Slopedown and Dunsdale ecological areas and the priority ecosystem unit of Hokonui Hills are avoided.</i></p>	The proposed activity does not include aircraft landings and take-offs.
2.7.6	<p><i>May grant concessions for commercial activities within the Lowlands Te Rā a Takitimu Place where:</i></p> <p><i>a) the activity is consistent with any relevant policies in Part 3;</i></p>	See tables 7, 8 & 9 in this report.
	<i>b) the activity is consistent with the outcome for this Place;</i>	See table 6 above in this report.
	<i>c) group sizes are consistent with the relevant visitor management zone (see Map 3 and Appendix 12); and</i>	See table 5 in this report
	<i>d) adverse effects on threatened and at risk species, and the priority ecosystem unit of Hokonui Hills are avoided.</i>	See section 7.5 in this report & the freshwater fisheries report.
2.7.7	<p><i>May grant authorisations for structures and utilities within the Lowlands Te Rā a Takitimu Place where:</i></p> <p><i>a) the criteria in Policy 3.10.1 are complied with;</i></p>	See table 9 in this report.
	<i>b) the structure or utility is consistent with the outcome for this Place;</i>	See table 6 above in this report.
	<i>c) there are no adverse effects on threatened or at risk species, significant landscapes (as identified in Appendix 9), ecological areas or priority</i>	See section 7.5 in this report & the freshwater fisheries report.

	<i>ecosystem units (as identified in Appendix 4); and</i>	
	<i>d) the structure or utility complements the cultural values present, such as wāhi tapu, wāhi taonga and whenua tūpuna</i>	DOC is not aware of any wāhi tapu, wāhi taonga or whenua tūpuna at the proposed locations.
2.7.8	Work with Ngāi Tahu and the community, including relevant agencies, to: a) increase the protection and enhancement of indigenous vegetation within the Lowlands Te Rā a Takitimu Place, through both formal and informal processes; b) continue redevelopment of Curio Bay/Porpoise Bay as a Gateway destination; and c) ensure that development within The Catlins Te Akau tai tonga area does not detract from the coastal landscape.	There are no known steps to increase the protection and enhancement of indigenous vegetation at the requested locations. Neither Curio Bay/Porpoise Bay or The Catlins Te Akau i tai tonga are requested as locations in Contact Energy's application.
2.7.9	Promote the benefits of remnant indigenous vegetation within the Lowlands Te Rā a Takitimu Place and work with Ngāi Tahu and the community, including relevant agencies, to develop regenerating corridors within this Place to assist the movement of indigenous species.	Contact Energy's application does not prevent DOC from promoting the benefits of remnant indigenous vegetation or working with others to create a regenerating corridor using the proposed locations in the application.
2.7.10	Advocate to relevant agencies that land use activities within the Lowlands Te Rā a Takitimu Place should not adversely affect the freshwater values in the Freshwater Wai Māori Place, including that: a) wetlands, riparian areas, uplands and flood plains should be retired from intensive grazing and farming regimes; and b) any remaining grazing and farming of wetlands, riparian areas, uplands and flood plains should reflect modern best practice to sustain and restore sensitive habitats and in-water values.	See section 7.6 of this report for the discussion on adverse effects. The proposed activity does not include farming.
2.7.11	Support community goals to create pest- and wild animal-free areas within the Lowlands Te Rā a Takitimu Place, such as at Forest Hill Scenic Reserve.	There are no known community goals to create a pest and/or wild animal-free area at the requested locations.
2.7.12	Promote the values of the Lowlands Te Rā a Takitimu Place to locals, schools and visitors to	The proposed activity does not prevent DOC from promoting the values of the Place, nor from

	encourage increased use of and learning opportunities within the public conservation lands and waters of this Place.	encouraging increased use of and learning opportunities with this Place.
2.7.13	<p>Should grant authorisations for grazing and farming on public conservation lands and waters within the Lowlands Te Rā a Takitimu Place only where the activity is consistent with Policy 3.15.1 in Part Three and in accordance with the following criteria:</p> <ul style="list-style-type: none"> a) it is not within an ecological area or a priority ecosystem unit; b) livestock do not have direct access to waterways; c) it will not adversely affect the conservation values present; d) the land and soil type are suitable for grazing and farming; e) the catchment is not sensitive to increased nutrient levels; f) public access to public conservation lands and waters is retained; g) there is no increased flooding risk of the land; and h) there are no adverse effects on freshwater quality 	The proposed activity does not include grazing or farming.
2.7.14	Support Ngāi Tahu and community initiatives in The Catlins Te Akau tai tonga that are consistent with the outcome for the Lowlands Te Rā a Takitimu Place and that will enhance the visitor experience in this area.	The proposed activity is neither a Ngāi Tahu or community initiative nor does it conflict with any known initiative.
2.7.15	Continue to increase the public's appreciation of the marine species that can be viewed at the Lowlands Te Rā a Takitimu Place and improve people's awareness of how to behave around marine wildlife	The proposed activity does not include marine species.
2.7.16	Continue to support and progress the Southland Coastal Heritage Inventory Project to increase understanding of the important historic and cultural values within the Lowlands Te Rā a Takitimu Place.	The proposed location has not shown archaeological or heritage sites in either Contact Energy's assessment or the DOC system. The inclusion of Accidental Discovery Protocol condition(s) will cover the DOC enforceable aspect of any surprise finds while undertaking the proposed activity if approved.

Authorisations (General)

7.70 The Southland Murihiku Conservation Management Strategy recognises that "Unless enabled by other legislation, anyone wishing to carry out a trade, occupation or business on public conservation lands and waters requires and authorisation." It outlines that DOC "aims to allow for

a range of authorisation that are consistent with relevant legislation and policy, the protection of natural resources and historic and cultural heritage, and the recreational settings and planned outcomes and policies for specific Places...” It identifies an existing range of authorisations within the area managed by the Southland Murihiku Conservation Management Strategy, including utilities, and acknowledges that “There is scope for an increase in the number of authorised activities in some Places.”

- 7.71 The following policies apply to all authorisations within the area covered by the Southland Murihiku Conservation Management Strategy:

Table 7 - 3.1 General Policies

Policy	Criteria	Discussion
3.1.9	<i>Process authorisations in accordance with the relevant legislation, this CMS, the provisions of the Conservation General Policy 2005 and the General Policy for National Parks 2005.</i>	See section 7.13 of this report. The General Policy for National Parks is not relevant to this application as the proposed activities do not occur within any national parks.
3.1.10	<i>Monitor authorised activities and their effects, including cumulative effects, on a regular and ongoing basis</i>	DOC does not monitor vehicle activity at the proposed location due to the low level of activity. The inclusion of proposed condition 15 shows Contact Energy understands that DOC may choose to monitor the proposed activity if approved and allows for DOC to cost recover the time and travel expense from Contact Energy.
3.1.11	<i>Should follow the statutory amendment or review process when establishing limits for authorisations during the term of this CMS where demand approaches or exceeds the environmental or social carrying capacity of a site and/or cumulative effects are becoming unacceptable, and manage through an allocative process.</i>	DOC has not implemented any limits for the proposed location or activities in the application.
3.1.12	<i>Should not grant authorisations that are inconsistent with the outcomes, objectives and policies in Part One, the outcomes and policies for Places in Part Two—Places, or the policies in Part Three.</i>	See section 7.13 of this report.
3.1.13	<i>May grant authorisations for sporting events or filming activities that do not meet the limits and/or criteria for the Green or Orange aircraft access zones and/or the prescriptions for visitor management zones in Appendix 12 based on their merits and subject to an assessment of:</i>	The application does not include a sporting event or filming activity.

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- a) the activity being consistent with the purposes for which the lands and waters concerned are held;
 - b) the activity being consistent with the outcome and policies for the Place in which it is proposed to occur;
 - c) the adverse effects and the extent to which it is possible to avoid, remedy or mitigate those effects—examples of mechanisms that may be used to address any adverse effects include:
 - i) informing neighbours and potential visitors to the site that the activity is to occur or is occurring;
 - ii) avoiding peak visitor times; and
 - iii) avoiding or protecting sites with high natural, historic or cultural values;
 - d) cumulative effects on the values at the site;
 - e) the activity being consistent with Policy 2.2.3 if the activity is in a wilderness area; and
 - f) the need for public notification.
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Vehicles

- 7.72 The Southland Murihiku Conservation Management Strategy outlines that “Motorised vehicle use is not generally allowed off formed roads on public conservation lands and waters in Southland Murihiku, unless specifically provided for in accordance with the outcomes and policies in this CMS.”
- 7.73 This application is one of the exceptions outside of the general rule, as policy 3.2.3 specifically enables motorised vehicle use “for the construction, operation and/or maintenance of authorised utilities”. If the Panel chooses to approve the proposed concession activity, then Contact Energy has provided convincing evidence in this application that the applied for vehicle use will be necessary for the construction, operation and maintenance of both the culvert and transmission line. In addition, Contact Energy has also argued that vehicle access is also necessary for the same actions with regards to those aspects of the proposed wind farm occurring outside of public conservation land.
- 7.74 The full list of policies for motorised vehicle use under the Southland Murihiku Conservation Management Strategy are as follows:

Table 8 - 3.2 Vehicles Policies

Policy	Criteria	Discussion
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3.2.1	<p><i>Should allow motorised vehicles only on the roads (including designated parking areas) as identified in:</i></p> <p><i>a) Part Two—Places; or</i></p>	See table 6 of this report
	<p><i>b) the national park management plan for Fiordland National Park.</i></p>	The proposed activity does not occur in Fiordland National Park.
3.2.2	<p><i>Consider provision for use of motorised vehicles outside areas provided for by Policy 3.2.1 only where such use is identified at sites listed in Part Two—Places and subject to Policy 3.2.4.</i></p>	See table 8 of this report.
3.2.3	<p><i>May allow motorised vehicles on public conservation lands and waters for the construction, operation and/or maintenance of authorised utilities, farming operations, and restoration activities.</i></p>	The purpose of a right of way easement over Mimihau Stream North Branch Marginal Strip is to enable construction, operation and maintenance of the proposed wind farm.
3.2.4	<p><i>Should follow the statutory CMS amendment or review process when considering the use of motorised vehicles on public conservation lands and waters, other than in accordance with Policies 3.2.1–3.2.3, and apply the following criteria to the activity:</i></p> <p><i>a) is consistent with the purposes for which the lands and waters concerned are held;</i></p> <p><i>b) is consistent with the outcome and policies for the Place where the road or site is located;</i></p> <p><i>c) is consistent with the visitor management zones on Map 3 and as described in Appendix 12;</i></p> <p><i>d) adverse effects (including cumulative adverse effects) on the road or site and on surrounding natural, historic or cultural values are, or can be, avoided, remedied or mitigated;</i></p> <p><i>e) adverse effects (including cumulative adverse effects) on the safety and enjoyment of other recreational users are, or can be, avoided, remedied or mitigated (including conflicts between motorised vehicles/mountain bikes and horses);</i></p> <p><i>f) risks of fire and biosecurity are avoided or otherwise carefully managed; and</i></p> <p><i>g) the ongoing management implications of providing motorised vehicle access (e.g. in terms of ongoing maintenance costs) are taken into account.</i></p>	<p>See section 11 & tables 5 & 6 of this report.</p> <p>It is considered that there is a low fire risk. DOC proposes weed conditions to manage the biosecurity risk on public conservation land.</p>

3.2.5	<i>Liaise with four-wheel drive and other motorised vehicle user groups to identify opportunities for involvement with conservation programmes, and may enable these groups to maintain the roads that they are permitted to use.</i>	4-wheel drive use is not part of the proposed activity.
3.2.6	<i>Monitor the effects of motorised vehicles on natural, historic and cultural values, and on other recreational users.</i>	Inclusion of proposed condition 15 enables DOC to cost recover for time spent monitoring this concession if approved.
3.2.7	<i>Review motorised vehicle use on roads where monitoring shows that adverse effects are occurring, in consultation with relevant motorised vehicle user club(s) and the community</i>	This policy is directed at DOC as part of wider management of motorised vehicle use. DOC does not currently consider that adverse effects are occurring at a sufficient level to review use on this access road.
3.2.8	<i>May restrict motorised vehicle access at any time in the following situations: a) there is a health and safety risk; b) there is a fire risk; c) adverse effects are evident, or likely, on conservation resources; d) priorities change for the provision of the road or designated vehicular route; or e) where damage to the structure of the road is evident or likely.</i>	Proposed condition 17.1 (Sch. 2) recognises that DOC may do this.
3.2.9	<i>Work with councils, the New Zealand Police and other relevant agencies to manage motorised vehicle use on beaches and river beds to protect conservation values.</i>	The proposed activity removes the need for motorised vehicles to enter the Mimihi Stream North Branch riverbed.

Structures and Utilities (3.10)

7.75 The Southland Murihiku Conservation Management Strategy notes that “most structures on public conservation lands and waters relate to one of the following purposes ... utilities”. There is one policy for structures and utilities (Policy 3.10.1) which directs that certain criteria should be applied when considering applications for structures or utilities on public conservation lands and waters:

Table 9 - 3.10 Structures and utilities Policies

Policy	Criteria	Discussion
3.10.1 a)	<i>the purposes for which the land concerned is held;</i>	See section 11 of this report
3.10.1 b)	<i>the outcomes and policies for the Place where the activity is proposed to occur;</i>	See section 6 of this report

3.10.1 c)	<i>whether the structure could reasonably be located outside public conservation lands and waters;</i>	See section 7.10 of this report
3.10.1 d)	<i>whether the structure could reasonably be located in another location where fewer adverse effects would result from the activity;</i>	See section 7.10 of this report
3.10.1 e)	<i>whether the structure adversely affects conservation, including recreational, values;</i>	See section 7.5 of this report
3.10.1 f)	<i>whether the structure is readily available for public use;</i>	There is nothing preventing the public from utilising the culvert. The transmission line is not readily available for public use – however such access would create a significant health and safety concern.
3.10.1 g)	<i>whether the structure is consistent with the visitor management zone on Map 3 and as described in Appendix 12;</i>	See section 5 of this report
3.10.1 h)	<i>whether the activity promotes or enhances the retention of a historic structure;</i>	There are no known historic structures at the proposed location.
3.10.1 i)	<i>whether the activity is an adaptive reuse of an existing structure;</i>	See section 7.10 of this report.
3.10.1 j)	<i>whether the policies for private accommodation and related facilities should be applied (see Policies 3.11.1–3.11.7); and</i>	No part of the proposed activity is linked to private accommodation.
3.10.1 k)	<i>whether any proposed road in the Fiordland National Park is provided for by the Fiordland National Park Management Plan 2007.</i>	No part of the proposed activity occurs in Fiordland National Park.

Conditions Section 17X

7.76 Under Part 3B, conditions can be imposed pursuant to section 17X. Under the FTAA, the Director-General is required to provide information to address conditions in accordance with Schedule 6, clauses 8 and 9. DOC's comments on conditions for each of the concession approvals are addressed in Appendix C1 of this report.

Section 17Y Rents, fees and royalties

- 7.77 Under Part 3B, rents, fees and royalties would be considered in accordance with Section 17Y. Under the FTAA, Clause 8(3) applies instead of section 17Y(1). DOC's comments on Rents, fees and royalties for each of the concession approvals are addressed in Appendix C1 of this report.

Section 17Z Term of concession

- 7.78 Contact Energy is seeking a term of 60 years for both easements to begin at the same time as construction of the proposed wind farm does under 17Z(3)(a) of the Conservation Act 1987:

“(3) An easement may be granted for a term not exceeding 30 years, but—

(a) in exceptional circumstances, the Minister may grant a term not exceeding 60 years.”

- 7.79 Contact Energy consider that the proposed culvert and transmission line are essential to the construction, operation and maintenance of the proposed wind farm.
- 7.80 Contact Energy outlines the following as reasons why the proposed activities fit with exceptional circumstances:
- The proposed wind farm will provide a *“regionally and nationally significant source of renewable energy”*
 - If approved, it *“will contribute to the New Zealand Government’s goals of transitioning to a low emissions economy”*
 - The anticipated length of operation for the proposed wind farm is 60 years
 - The proposed wind farm will *“result in a range of positive economic effects and enhanced environmental outcomes”*

DOC recommends a 30-year term

- 7.81 DOC's consideration of exceptional circumstances for 17Z(3)(a) utilises the Supreme Court definition of “well outside the normal range of circumstances”.
- 7.82 Due to the prevalence of wind farms (and proposed wind farms) both across New Zealand and in Southland specifically, the proposed wind farm in this application is not outside of the normal range of circumstances.
- 7.83 The expected operational life of the proposed wind farm structures and the essential nature of both the proposed right of way and transmission line do not create exceptional circumstances either.
- 7.84 As such, DOC recommends that the term is approved for 30 years.

Term Start

- 7.85 Contact Energy has requested that the term for the easement concessions starts “from the commencement of the Southland Wind Farm”.

- 7.86 This approach is not supported by DOC as it is difficult to enforce and relies on Contact Energy contacting DOC promptly on commencement, and the institutional knowledge being clear on what to do with such contact. DOC has encountered significant difficulties in enforcing similar start dates in the past, and as such does not recommend this approach.

8. Clause 7(1)(a)(iii)

- 8.1 Clause 7(1)(a)(iii) of Schedule 6 requires that any other relevant provisions of Parts 3, 4, 4A, 5, 5B, and 5C of the Conservation Act 1987 that direct decision making in relation to Part 3B of that Act be taken into account by the panel. DOC has not identified anything substantive arising from consideration of these Parts that the panel should be mindful of.

9. Clause 7(1)(a)(iv)

- 9.1 This is not relevant as Contact Energy has not applied for a concession that would otherwise be applied for under section 14AA of the Wildlife Act.

10. Clause 7(1)(a)(v)

- 10.1 Contact Energy has not applied for a concession that would normally be applied for under section 49 of the National Parks Act 1980.

11. Clause 7(1)(a)(vi)

- 11.1 All land held under the Conservation Act 1987 is held for conservation purposes. Conservation is defined in Section 2 of the Conservation Act as: *“the preservation and protection of natural and historic resources for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations”*. Additional classifications of land identify primary purposes for which public conservation land has been set aside for.
- 11.2 Details specific to the land included in the application are laid out below:

Table 10 - Purpose for Which the Land is Held

Land	Status & Conservation Act Section	Purpose	Discussion
Mimihau Stream North Branch Marginal Strip	Marginal Strip s24	Subject to this Act and any other Act, all marginal strips shall be held under this Act— (a) for conservation purposes, in particular— (i) the maintenance of adjacent	The application does not prevent the maintenance of the adjacent North Branch Mimihau Stream, nor the maintenance of its water quality or its aquatic life. The application does not prevent the control of harmful species of aquatic life, or the

		<p>watercourses or bodies of water; and</p> <p>(ii) the maintenance of water quality; and</p> <p>(iii) the maintenance of aquatic life and the control of harmful species of aquatic life; and</p> <p>(iv) the protection of the marginal strips and their natural values; and</p> <p>(b) to enable public access to any adjacent watercourses or bodies of water; and</p> <p>(c) for public recreational use of the marginal strips and adjacent watercourses or bodies of water.</p>	<p>protection of the marginal strip and its natural values.</p> <p>The application does not impact public access to the North Branch Mimiha Stream nor recreational use of the marginal strip nor stream.</p>
Waiarikiki Stream, Mimiha Conservation Area	Stewardship Area s25	Every stewardship area shall so be managed that its natural and historic resources are protected.	As discussed throughout this report, the proposed activity can be managed to mitigate, avoid or remedy the adverse effects. Additionally, the activity does not directly impact the protection of natural and historic resources at place.

12. Clause 7(1)(a)(vii)

- 12.1 There are no Conservation Management Strategies or Conservation Management Plans that have been co-authored, authored or approved by a Treaty settlement entity.

13. Clause 7(1)(a)(viii)

- 13.1 There is no national park management strategy, conservation management strategy, national park management plan, or conservation management plan that has been co-authored, authored or approved by a Treaty settlement entity.

14. Clause 7(1)(a)(ix)

- 14.1 This is not applicable as the proposed activities do not occur within any reserves.

15. Clause 7(1)(a)(x)

- 15.1 The status of the land subject to the proposed concession is Marginal Strip and Conservation Area. This land is under DOC's control.

16. Clause 7(1)(a)(xi)

- 16.1 The tables below set out the relevant existing arrangements granted under conservation legislation for the areas to which the concession approvals relate. The names of individual permission holders have been withheld.
- 16.2 These don't create an interest in land by virtue of the definition of interest under the Conservation Act imported to the FTAA under the interpretation section.
- 16.3 DOC considers that these interests in land are compatible with the proposed concession.

Table 11 - Relevant Existing Arrangements Granted Under Conservation Legislation

Permission ID	Holder	Type	Location
48655-FLO	Botany Department, University of Otago	Concession Research Permit – Lichen collection	All PCL (excluded sites are in contract)
119322-RES	New Zealand Institute for Bioeconomy Science Limited	Research and Collection Permit - Global authority	All PCL (excluded sites are in contract)
71046-FAU	Individual	Wildlife Act Permit – lizard handling	All PCL in South Island & Wellington region (excluded sites are in contract)
93529-FAU	Individual	Wildlife Act Permit – lizard handling	All PCL in South Island (excluded sites are in contract)
94716-GUI	New Zealand Professional Fishing Guides Association	Concession Permit – Guided fishing	Waiarikiki Stream, Mimiha Conservation Area
64146-FAU	Ospri New Zealand Limited	Wildlife Act Permit – trapping pest animals	All PCL in New Zealand

17. Clause 7(1)(a)(xii)

- 17.1 The legal and financial liabilities associated with the concession activities have been considered. DOC considers these matters are adequately covered by the Department's standard terms and conditions which have been incorporated in Schedule 2 of the conditions (see Appendix C1) including conditions relating to health and safety, insurance, fee reviews, interest penalties, and defaults.

18. Schedule 6, clause 4(1)(a-e)

- 18.1 The matters required under clause 4(1)(a-e) directly repeat the matters required under clause 7(1)(a)(ii-xii). The table below shows a cross reference of the paragraphs where these matters have been included in this report.

Clause 4(1)	Clause 7(1)(a)	Report Paragraph
(a)	(vii), (viii), (ix)	Sections 12, 13, and 14.
(b)	(vi)	Section 11
(c)	(x)	Section 15
(d)	(xi)	Section 16
(e)	(xii)	Section 17

19. Schedule 6, clause 4(1)(g) and 4(2)

- 19.1 Clauses 4(1)(g) and 4(2) direct the consideration of specific types of conditions.
- 19.2 Two conditions (12.2 and 21.1) have been outlined in Appendix C1 (relating to Schedule 2) that DOC specifies the panel should impose in accordance with section 78 in order to manage risks and liabilities of the Crown.

20. Treaty of Waitangi settlement considerations and obligations

Treaty of Waitangi settlement obligations

- 20.1 Under section 7 of the Act the Panel must act in a manner that is consistent with obligations arising under existing Treaty settlements.
- 20.2 The Ministry for the Environment (MFE) provided a report which sets out the section 18 matters it considered relevant to the application. DOC was not consulted by MFE on this report. This section considers the Treaty of Waitangi considerations and obligations as they relate to the concession activity only.
- 20.3 The project occurs entirely within the Ngāi Tahu takiwā, so only the Ngāi Tahu Claims Settlement Act 1998 has been considered in relation to this application. The locations relating to the concession activity are not subject to statutory acknowledgement, tōpuni, or nohoanga designations.
- 20.4 There is a right of first refusal for the location for any disposal of the land (including any exclusive use of the land for longer than 50 years). The proposed activity does not trigger this, as an easement does not grant exclusive use.

- 20.5 The proposed activity is such that the DOC Protocols stemming from the Ngāi Tahu Claims Settlement Act are not relevant to it.
- 20.6 DOC has an agreed trigger document with Kaitiaki Roopū ki Murihiku and Te Rūnanga o Ngāi Tahu for engagement on concession applications. There has not yet been any conclusion reached around how these documents will apply to Fast Track concession applications. Based off the trigger document, engagement is triggered by this application due to the 60-year timeframe sought.

Treaty of Waitangi principles

- 20.7 DOC's work in preparing this report has been carried out in a manner that, as far as possible, gives effect to the principles of the Treaty of Waitangi¹ (arising from DOC's obligation under section 4 of the Conservation Act). The principles most applicable to DOC's role are:
- **Partnership** – mutual good faith and reasonableness.
 - **Informed decision-making** - Both the Crown and Māori need to be well informed of the other's interests and views. Consultation is a means to achieve informed decision-making.
 - **Active protection** - requires informed decision-making and judgement as to what is reasonable in the circumstances.
 - **Redress** – requires recognition of existing rights and interests.
- 20.8 For this application, this has included:
- DOC emailing progress updates and documentation links to the relevant treaty partners; and
 - Internal checks on any known cultural values at the proposed locations
- 20.9 Other than the actions above DOC has not requested or received any direct engagement from Treaty partners in relation to this application. DOC has not witnessed any comments specific to the proposed concessions discussed in this report. However, DOC is aware that Te Rūnanga o Ngāi Tahu and Ngāi Tahu ki Murihiku indicated their support of the referral application under the FTAA².

Table 12 - Māori entities DOC sent the Southland Wind Farm application notification to

Māori Entities
Kaitiaki Roopu ki Murihiku
<i>Kā Rūnanga representatives of Waihopai Rūnaka, Te Rūnanga o Arowhenua, Hokonui Rūnanga & Te Rūnanga o Ōraka Aparima</i>
Ngāi Tahu Rūnanga

¹ [Principles of the Treaty of Waitangi and DOC: Apply for permits](#)

² [Attachment 5 - Letter from Te Rūnanga o Ngāi Tahu](#)

21. Appendices

Appendix C1: DOC Comments on Contact Energy's Proposed Concession Conditions

Appendix C2: Schedule 5 of the Concession Document – Rights and Powers Implied in Easements

Appendix C3: Email with further details on alternative access routes

Appendix C1: DOC Comments on Contact Energy's Proposed Concession Conditions

This Appendix has been broken down by Schedule given the number of them included in easement concession documents. DOC is satisfied with the map provided in Schedule 4 and has provided no additional comments on that Schedule.

It is recommended that Schedule 5 portrays the full Rights and Powers Implied in Easements to the reflect the Land Transfer Regulations 2018. The full wording can be found in Appendix C2.

It is recommended that all instances of 'Grantor' in the proposed conditions are replaced with "Minister" to avoid confusion and reflect that management of the concession falls under the remit of the Minister of Conservation, despite being approved by the Fast Track panel.

Table - Schedule 1

Condition number	Condition title	Contact Energy proposed conditions	DOC comments on proposed conditions
		<i>As marked on the attached maps in Schedule 4 being:</i>	
		<u><i>Right of Way Access:</i></u>	
		<i>Physical Description/Common Name: Part Mimihau North Branch Marginal Strip</i>	DOC has no comments on the right of way access description.
		<i>Land Status: Marginal Strip</i>	
		<i>Area: 0.0555 ha</i>	DOC recommends that for the right to convey electricity description the Physical description/common name includes Waiarikiki Stream, Mimihau Conservation Area to enable any portion of the 200m corridor to be utilised, and that the Area includes the full 200m corridor as well.
		<i>Legal Description: Marginal Strip – Mimihau Stream North Branch (2800026)</i>	
		<i>Map Reference: See Schedule 4, Map 1</i>	
		<u><i>Right to Convey Electricity:</i></u>	
		<i>Physical Description/Common Name: Part Mimihau North Branch Marginal Strip, and part Waiarikiki Stream, Mimihau Conservation Area [depending on the final transmission line route]</i>	
		<i>Land Status: Marginal Strip, Stewardship Land</i>	
		<i>Area: [to be determined when final transmission line route is determined following completion of detailed design] ha</i>	
		<i>Legal Description: Marginal Strip – Mimihau Stream North Branch (2800026), [Conservation Area – Waiarikiki Stream, Mimihau (2800486)]</i>	
		<i>Map Reference: See Schedule 4, map 2</i>	
1	<i>Easement Land (burdened land - the land where the easement activity occurs) (Schedule 4)</i>		
2	<i>Land (benefited land - the land that benefits from</i>	<i>Is the easement in gross? Yes</i>	

	<i>the easement)</i> <i>(Schedule 4)</i>		
3	<i>Concession Activity (clause 2)</i>	<i>a) A right of way; b) A right to convey electricity; C) For the purpose of construction, use and maintenance of a culvert, and installation and maintenance of overhead power lines associated with a wind farm.</i>	DOC recommends that the c) bullet point is removed from the final paragraph for consistent formatting with other DOC easement documents.
4	<i>Term (clause 3)</i>	<i>60 years 0 months commencing on [date of the commencement of the construction of the Southland Wind Farm]</i>	As noted in section 7.16 of this report, DOC does not support a 60-year term, nor a commencement date relying in Contact Energy to initiate. Instead, DOC recommends a 30-year term with a confirmed calendar start date for the easement document.
5	<i>Final Expiry Date (clause 3)</i>	<i>[60 years from the commencement date]</i>	DOC recommends a 30-year term with a confirmed calendar date for the final expiry date.
Concession Activity Fee:			
6	<i>Concession Fee (clause 4)</i>	<u><i>Right of Way Access:</i></u> <i>Development Phase (commencing at the commencement of the construction of the Southland Wind Farm until the commissioning of the final wind turbine at the Southland Wind Farm)</i> <i>\$23,825.00 per annum plus GST</i>	DOC is satisfied with this condition as the fees match those offered by DOC to Contact Energy in February 2025 and align with DOC's approach to calculating commercial easement fees.
		<i>Post Development Phase</i> <i>\$2,194.50 per annum plus GST</i>	
		<u><i>Right to Convey Electricity:</i></u> <i>\$1,760.00 per annum plus GST</i>	
		<i>Concession Management Fee:</i> <i>\$250.00 per annum plus GST</i>	
7	<i>Concession Fee Payment Date (clause 4)</i>	<i>Monitoring Fee:</i> <i>Standard Departmental charge-out rates for staff time and mileage required to monitor the effects of the concession activity and compliance with concession conditions.</i>	DOC is satisfied by this condition.
		<i>On or before the date specified on the invoice issued by the Grantor.</i>	
8	<i>Penalty Interest Rate (clause 4)</i>	<i>Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website.</i>	DOC is satisfied by this condition.

9	<i>Concession Fee Review Date(s) (clause 5)</i>	<i>3 yearly on the anniversary (and for the duration) of this Concession.</i>	Standard DOC formatting would have the first three dates for the review stated, and then <i>“three-yearly thereafter for the duration of this Concession”</i> .
10	<i>Insurance (To be obtained by Concessionaire) (clause 11)</i>	<i>Types and amounts: Public Liability Insurance for general indemnity for an amount no less than \$1,000,000.00; and Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review.</i>	DOC is satisfied with this condition as the fees match those offered by DOC to Contact Energy in February 2025 and align with DOC's approach to insurance for similar easements.
11	<i>Addresses for Notices (clause 20)</i>	<p><i>The Grantor's address is:</i></p> <p><u><i>Physical Address:</i></u> <i>Department of Conservation 265 Princes Street Dunedin 9016</i></p> <p><u><i>Postal Address:</i></u> <i>Department of Conservation Attn: National Transaction Centre PO Box 5244 Dunedin 9054</i></p> <p><i>Phone: 03 477 0677 Email: transactioncentre@doc.govt.nz</i></p> <p><i>The Concessionaire's address is: Level 2, Harbour City Tower 29 Brandon Street Wellington 6143 Phone: 04 499 4001 Email: porperty@contactenergy.co.nz</i></p>	DOC notes that the email address for Contact Energy may be spelt incorrectly.
12	<i>Special Conditions (clause 25)</i>	<i>See Schedule 3</i>	DOC is satisfied with this condition.
		<i>Note: The clause references are to the Grantor's Standard Terms and Conditions set out in Schedule 2.</i>	DOC is satisfied with this note at the conclusion of Schedule 1.

Table - Schedule 2

Condition number	Condition Title	Contact Energy proposed conditions	DOC comments on proposed conditions
1.	Interpretation	<p>1.1 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land), as if the breach had been committed by the Concessionaire.</p> <p>1.2 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.</p>	DOC is satisfied with these conditions.
2.	What is being authorised?	<p>2.1 The Concessionaire is only allowed to use the Easement Land for the Concession Activity.</p> <p>2.2 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.</p>	DOC is satisfied with these conditions.
3.	How long is the Concession for – the Term?	3.1 This Concession commences on the date specified in Item 4 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.	DOC is satisfied with these conditions.
4.	What are the fees and when are they to be paid?	4.1 The Concessionaire must pay the Processing Fee (Item 13 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire	DOC recommends that condition 4.1 is not included in the final easement document, as processing fees are collected through the EPA for the Fast Track process.

cannot commence the Concession Activity until the Processing Fee has been paid.

4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee plus GST on the Concession Fee Payment Date specified in Items 6, and 7 of Schedule 1.

DOC is satisfied with the remaining two conditions.

4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date in Item 9 of Schedule 1 in the following manner:

a) The Grantor must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire.

b) Subject to clause 5.1(e) the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.

c) If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 5.2.

d) If the Concessionaire does not give notice to the Grantor under clause 5.1(c) the Concessionaire is to be deemed to have

5.

When can the fee be reviewed?

DOC is satisfied with these conditions.

accepted the Concession Fee specified in the Grantor's notice.

e) Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.

f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee in accordance with clause 5.2 an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.

5.2 Immediately the Concessionaire gives notice to the Grantor under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:

a) By one party giving notice to the other requiring the new Concession Fee to be determined in accordance with the Disputes clause (clause 19) or, if the parties agree,
b) By registered valuers acting as experts and not as arbitrators as follows:

i. Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.

ii. If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new

Concession Fee and that valuer's determination is to be binding on both parties.

iii. Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.

iv. The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If the valuers fail to agree, the Concession Fee is to be determined by the umpire.

v. In determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Easement Land.

vi. Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.

vii. The valuers or the umpire must have regard to any such representations but are not bound by them.

c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to

provide how the costs of the determination are to be borne.

d) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable and the following applies:

i the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and

ii. each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.

6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Easement Land or for the services provided to the Easement Land which relate to the Concessionaire's use of the Easement Land or the carrying on of the Concession Activity.

6. Are there any other charges?

6.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.

6.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the

DOC is satisfied with these conditions.

		<i>Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.</i>	
		<p><i>7.1 The Concessionaire must not transfer, sublease, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the Assignee) other than the Concessionaire) without the prior written consent of the Grantor.</i></p> <p><i>7.2 The Grantor may in the Grantor's discretion under clause 7.1:</i></p> <ul style="list-style-type: none"> <i>a) decline any application for consent; or</i> <i>b) grant consent subject to such conditions as the Grantor thinks fit.</i> <p><i>7.3 Sections 17S to 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.</i></p> <p><i>7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.</i></p> <p><i>7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.</i></p> <p><i>7.6 If the Concessionaire is not a publicly listed company any change in the shareholding of the Concessionaire altering the effective control of the</i></p>	
7.	<i>When can the Concession be assigned?</i>		DOC is satisfied with these conditions.

		<i>Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.</i>	
8.	<i>What are the obligations to protect the environment?</i>	<p><i>8.1 The Concessionaire must not, without the prior consent of the Grantor:</i></p> <ul style="list-style-type: none"> <i>a) cut down or damage any vegetation; or</i> <i>b) damage any natural feature or historic resource on the Easement Land; or</i> <i>c) light any fire on the Easement Land.</i> <p><i>8.2 The Concessionaire must, at its cost:</i></p> <ul style="list-style-type: none"> <i>a) keep the easement facility (as defined in Schedule 5) now or hereafter upon the Easement Land, in good order, condition and repair; and</i> <i>b) must keep the Easement Land in a clean and tidy condition.</i> <p><i>8.3 The Concessionaire must not store hazardous materials on the Easement Land nor store other materials on the Easement Land where they may obstruct the public or create a nuisance.</i></p>	DOC is satisfied with these conditions.
9.	<i>When can structures be erected?</i>	<i>9.1 The Concessionaire must not erect, nor place any structures on, under or over the Easement Land without the prior consent of the Grantor.</i>	DOC is satisfied with these conditions.
10.	<i>What if the Concessionaire wishes to surrender the Concession?</i>	<i>10.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.</i>	DOC is satisfied with these conditions.
11.	<i>What are the liabilities and who insures?</i>	<i>11.1 The Concessionaire agrees to use the Easement Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor (and the Grantor's employees, agents and contractors) from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Easement Land.</i>	DOC is satisfied with these conditions.

11.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.

11.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.

11.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.

11.5 Despite anything else in clause 11 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.

11.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Easement Land, the Concession Activity, or to any structures, equipment or facilities on the Easement Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 11.7, such damage or interference is caused by any willful act or omission of the Grantor, the Grantor's employees, agents or contractors.

11.7 Where the Grantor is found to be liable in accordance with clause 11.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.

11.8 Despite anything else in clause 11 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.

11.9 Without prejudice to or in any way limiting its liability under this clause 11 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 10 of Schedule 1 with a substantial and reputable insurer.

11.10 After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Concessionaire, alter the amounts of insurance required under clause 11.9. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.

11.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:
a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/or;
b) a copy of the current certificate of such policies.

12.

What about Health and Safety?

12.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with any safety directions of the Grantor.

Under section 78 of the Act DOC requires the inclusion of an additional condition relating to health and safety in this schedule:

12.2 The Concessionaire must:
 a) notify the Minister of any natural events or activities on the Land or the surrounding area that may endanger the public or the environment;
 b) take all reasonably practicable steps to protect the safety of all persons present on the Land affected by the Concession Activity;

c) Where necessary, erect signposts warning the public of any dangers they may encounter because of the Concessionaire's operations; and
 d) take all reasonably practicable steps to eliminate any dangers to the public arising from the Concession Activity and clearly and permanently mark any that remain and of which the Concessionaire is aware.

13.

What are the compliance obligations of the Concessionaire?

13.1 The Concessionaire must comply where relevant:

a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Easement Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953, Climate Change Response Act 2002 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and
c) with all notices and requisitions of any competent authority affecting or relating to the Easement Land or affecting or relating to the conduct of the Concession Activity; and
d) with all Department signs and notices placed on or affecting the Easement Land

DOC is satisfied with these conditions.

13.2 The Concessionaire must comply with this Concession.

13.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 13.1(a) is deemed to be a breach of this Concession.

13.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Easement Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

14.1 If the Concessionaire breaches any of the conditions of this Concession the Grantor may terminate this Concession at any time in respect of the whole or any part of the Easement Land. Before so terminating the Grantor must give the Concessionaire either:

- a) one calendar month's notice in writing; or*
- b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary;*

of the Grantor's intention so to terminate this Concession. If this Concession is terminated then the Grantor, at the Grantor's sole discretion, may adjust the Concession Fee payable or refund any Concession Fee paid in advance.

14.

When can the Concession be terminated?

DOC is satisfied with these conditions.

14.2 The Grantor may choose to remedy at any time any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default. Before electing to so remedy in accordance with this clause the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.

15.	What happens on termination or expiry of the Concession?	<p><i>15.1 On expiry or termination of this Concession, either as to all or part of the Easement Land, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Easement Land.</i></p> <p><i>15.2 The Concessionaire may, with the Grantor's written consent, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition.</i></p> <p><i>15.3 The Concessionaire must, if the Grantor gives written notice, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Easement Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Easement Land then the Grantor cannot require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement cannot be required until the expiry or termination of the new concession.</i></p>	DOC is satisfied with these conditions.
16.	When is the Grantor's consent required?	<p><i>16.1 Where the Grantor's consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like</i></p>	DOC is satisfied with these conditions.

		<i>purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.</i>	
17.	<i>Are there limitations on public access and closure?</i>	<i>17.1 The Concessionaire acknowledges that the Easement Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.</i>	DOC is satisfied with these conditions.
18.	<i>What about other concessions?</i>	<i>18.1 Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.</i>	DOC is satisfied with these conditions.
19.	<i>How will disputes be resolved?</i>	<p><i>19.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.</i></p> <p><i>19.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.</i></p> <p><i>19.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the</i></p>	DOC is satisfied with these conditions.

arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

19.4 The arbitrator must include in the arbitration award reasons for the determination.

19.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

20.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre-paid post or email to the receiving party at the address, or email address specified in Item 11 of Schedule 1. Any such notice is to be deemed to have been received:

- a) in the case of personal delivery, on the date of delivery;*
- b) in the case of post, on the 3rd working day after posting;*
- c) in the case of email:*
 - i. if sent between the hours of 9am and 5pm on a working day, at the time of transmission; or*
 - ii. if subclause (i) does not apply, at 9am on the working day most immediately after the time of sending.*

Provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

20.2 If either party's details specified in Item 11 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

20.

How are notices sent and when are they received?

DOC is satisfied with these conditions.

21.	<i>What about the payment of costs?</i>	<i>21.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.</i>	Pursuant to section 78 of the Act DOC requires the inclusion of the following condition: 21.1 The Concessionaire must pay the Minister's legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it, other than those costs already covered by the Minister under the Fast-track Approvals Act 2024.
22.	<i>What about the powers implied by statute?</i>	<i>22.1 The rights and powers implied in the relevant easements by Schedule 5 to the Land Transfer Regulations 2018 (as set out in Schedule 5 of this Concession) apply to this Concession EXCEPT to the extent set out in Schedule 3 of this Concession.</i> <i>22.2 The rights and powers implied by Schedule 5 to the Property Law Act 2007 do not apply to this Concession.</i>	DOC is satisfied with these conditions.
23.	<i>What about Co-Siting?</i>	<i>23.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Easement Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.</i> <i>23.2 The Concessionaire must not allow Co-Siting on the Easement Land without the prior written consent of the Grantor.</i> <i>23.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land.</i> <i>23.4 In addition, the Grantor must withhold consent if:</i>	DOC is satisfied with these conditions.

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- a) the Co-Siting would result in a substantial change to the Concession Activity on the Easement Land; or*
 - b) the Grantor considers the change to be detrimental to the environment of the Easement Land.*

23.5 Subject to clause 23.4 the Concessionaire must, if required by the Grantor, allow Co-Siting on the Easement Land.

23.6 Where the Concessionaire maintains that Co-Siting by a third party on the Easement Land would:

- a) detrimentally interfere physically or technically with the use by the Concessionaire of the Easement Land; or*
- b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or*
- c) obstruct or impair the Concessionaire's ability effectively to operate from the Easement Land; or*
- d) interfere with or prevent future forecast works of the Concessionaire,*

the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 23.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 23.6.

23.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 19 of this Schedule 2.

23.8 Where the Concessionaire is required under clause 23.5 to allow Co-Siting on the Easement Land, the Concessionaire is, subject to clause 23.10, entitled to enter into commercial agreements with third parties for them to conduct an activity on the Easement Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Easement Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:

- a) any written comments or submissions of the Concessionaire and third party;*
- b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;*
- c) any other matters the Grantor considers relevant.*

23.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 19 of this Schedule 2.

23.10 For the avoidance of doubt, a Co-Sitee permitted on the Easement Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Easement Land.

23.11 The Grantor must not authorise the third party to commence work on the Easement Land until all relevant resource consents are issued, an agreement imposed by the Concessionaire have been met.

24.	<i>Jointly severally liable</i>	<i>24.1 In the event that this Concession is held by multiple Concessionaire's, they will be jointly and severally liable.</i>	DOC is satisfied with this condition.
25.	<i>Are there any Special Conditions</i>	<i>25.1 Special Conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.</i>	DOC is satisfied with this condition.
26.	<i>The Law</i>	<i>26.1 This Concession is to be governed by an interpreted in accordance with the laws of New Zealand.</i>	DOC is satisfied with this condition.

Table - Schedule 3

Condition title	Contact Energy proposed conditions	DOC comments on proposed conditions
General	<p><i>1 The resource consent conditions, and the management plans, form a part of this concession where relevant. The Concessionaire must undertake the Concession Activity in accordance with the relevant resource consent conditions and management plans for the Southland Wind Farm Project, as well as the specific conditions in this Schedule 3.</i></p> <p><i>2 Should changes be made to the resource consent conditions and/or a management plan which is relevant to this concession, the Concessionaire must provide the updated version(s) to the Grantor.</i></p>	<p>DOC does not support either of these conditions under the reasoning expressed in section 7.6 of this report. In short, that DOC has no power or control over the management plans Contact Energy proposes to utilise to manage effects, nor should it given the majority of activity managed by them occurs off of public conservation land.</p> <p>The following conditions are recommended by DOC to manage the potential effects of the activity on public conservation land:</p> <p>Weed control</p> <ul style="list-style-type: none"> ○ The Concessionaire must ensure that all machinery, tools and equipment used in undertaking the Concession Activity is steamed cleaned and weed free prior to being taken onto the Easement Land. ○ The Concessionaire must ensure that all gravel and other materials used in undertaking the Concession Activity are from a weed free source. ○ The Concessionaire must comply with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (<i>Didymosphenia geminata</i>) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at - https://www.mpi.govt.nz/outdoor-activities/boating-and-watersports-tips-to-preventspread-of-pests/check-clean-dry/. The Concessionaire must regularly check this website and update their precautions accordingly. ○ The Concessionaire must know the plants that are affected by myrtle rust and what the rust symptoms look like. This serious fungal disease

only affects plants in the Myrtle (Myrtaceae) Family which includes pohutukawa, manuka, kanuka, and ramarama. See <https://myrtlerust.org.nz/>.

- If the Concessionaire encounters suspected symptoms of myrtle rust, the Concessionaire must not touch it and must take the following steps:
 - (a) Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66;
 - (b) Take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant;
 - (c) Don't touch or try to collect samples as this may increase the spread of the disease;
 - (d) If accidental contact with the affected plant or rust occurs, bag clothing and wash clothes, bags and shoes as soon as possible.

Fuels, hazardous materials, chemicals and waste

- Any waste or rubbish must be disposed of in an approved manner off the Easement Land at a Council approved site. Waste held on the Easement Land prior to its removal must be stored in a manner so as to ensure it does not become a contaminant or is not blown by wind or present a potential hazard to wildlife.
 - At the completion of any approved works, the Concessionaire must promptly remove all construction-related waste and fill from the Land and dispose of it at a resource recovery centre, Council landfill or other authorised facility.
 - The Concessionaire must have a spill kit suitable for both land and water use on site when undertaking works and have an emergency plan in place for the clean-up of any hazardous substance spill on the Land during the works.
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- In the event of any hazardous substance spill the Concessionaire must:
 - (a) Take all practicable measures to stop the flow of the substances and prevent further contamination onto the Land or water;
 - (b) Immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / authorised facility;
 - (c) Notify the Grantor as soon as practicable;
 - (d) Undertake any remedial action to restore any damage to the soil; and
 - (e) Take all measures to prevent any reoccurrence.

Accidental Discovery Protocol

- The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects on the Easement Land. In the event that archaeological sites or other features with heritage values are found during any approved earth disturbance work on the Easement Land:
 - (a) Work must cease immediately until further notice and advice must be sought from the Grantor;
 - (b) If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;
 - (c) If it is an archaeological site relating to Māori activity then local iwi must be contacted and their advice sought;
 - (d) If it is an artefact as defined by the Protected Objects Act 1975 then the
-

Ministry for Culture and Heritage must be notified within 28 days;

(e) If it is human remains the New Zealand Police should also be notified;

(f) In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor.

- The Concessionaire must take reasonable and proper care not to damage any property of the Grantor and must promptly repair any such damage.
- If the Concessionaire opens up the surface of the Easement Land the Concessionaire must immediately upon completion of any works restore the surface of the Easement Land as nearly as possible to its former condition to the satisfaction of the Grantor.
- Nothing contained or implied in this Concession requires the Grantor or the Concessionaire to supply services on or under the Easement Land or entitles the Concessionaire to interfere with the services of any other user of the Easement Land.

Property law

3 The rights and powers implied in easements under Schedule 5 of the Land Transfer Regulations 2018, apply as is relevant to the class of easement provided for in this Concession. Schedule 5 of the Regulations (excluding clauses 13 and 14) is set out in Schedule 5 of this Concession and the clauses are varied as follows:

- a) Clause 1 is amended by adding the words "in Schedule 4" after the words "on a plan" in paragraph (a) of the interpretation of "easement area"*
- b) Clause 1 is amended by deleting the words "grantee and" from the interpretation of "grantee and grantor"*

DOC is satisfied with these conditions and recommends that they form the first conditions in Schedule 3.

- c) Schedule 5 is amended by adding a new clause 1A: "Any reference to "grantee" in this Schedule is to be read as "Concessionaire" and includes the Concessionaire's agents, employees, contractors, tenants, licensees and invitees."
- d) Clause 11(2) is deleted and clause 11(4) is amended by deleting the reference to (2).
- e) Clauses 13 and 14 are deleted.
- f) Clause 6(2) is amended by deleting (b) "domestic animal or (if the burdened land is rural land) farm animal".

4 If the Concessionaire wishes the easement to be registered, the Concessionaire must at its own expense:

- a) prepare an easement instrument in accordance with the Land Transfer Act 2017 and the rights and powers provided in the easement as set out in this Concession; and
- b) arrange for any necessary survey; and
- c) register the easement.

The Grantor, if satisfied the easement instrument implements this Concession, must sign the easement instrument to enable registration.

Construction and maintenance

5 The Concessionaire must submit to the Grantor the final site plan and receive written approval prior to commencing any construction works. The Concessionaire may undertake any necessary survey works without prior approval from the Grantor to produce this site plan.

6 Any vegetation removal and soil disturbance necessary to install the utilities to undertake the activity must be kept to a minimum.

7 No alterations to the Easement Land once established, requiring earth disturbance must be

DOC recommends an additional condition between conditions 5 and 6 in line with other easement documents:

Prior to construction the Concessionaire must:

- (a) Mark the centre line of the easement with tape on the ground, for the approval of the Grantor; and the Concessionaire must endeavour to conform to that approved route. Any deviation or variance from the approved route requires the prior written consent from the Grantor. For the avoidance of doubt, at any point the easement width must not exceed a total combined width greater than 60m.

	<p><i>undertaken without the prior consent in writing of the Grantor.</i></p> <p><i>8 Should any utilities included within the Easement activity become redundant during the lifetime of this contract, the Concessionaire must remove the redundant utility from the Land as soon as possible and restore the Land to the Grantors satisfaction.</i></p> <p><i>9 If during the term of the Easement, maintenance of the surrounding vegetation is necessary to protect the conveyance of electricity, the Concessionaire must contact the local office and receive written approval for the method and activity of vegetation control prior to carrying out the activity.</i></p>	<p>(b) Provide to the Grantor for approval, a work plan detailing the contractors to be used, commencement dates, timelines, construction methods and standards.</p> <p>(c) Prepare an annual maintenance programme for the approval of the Grantor.</p> <p>(d) The Concessionaire must implement an ongoing weed control programme to the satisfaction of the Grantor to keep the Land free from all introduced weeds resulting from the Concessionaire's use of the Land.</p> <p>DOC also recommends an additional sentence is added to proposed condition 6:</p> <p>No native vegetation is to be disturbed without obtaining prior consent from the Minister/Department.</p>
Climate change conditions	<p><i>10 The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing their obligations under the Climate Change Response Act 2002 and developing responses to address greenhouse gas emissions from activities conducted on public conservation land and waters. The reviews are likely to result in policies which seek to measure, manage and reduce greenhouse gas emissions from Concession Activities. The Grantor wishes to signal to the Concessionaire that new concession conditions related to both climate change mitigation and adaptation may be imposed during the life of this Concession to address greenhouse gas emissions associated with the Concession Activity.</i></p> <p><i>11 If the Grantor requests data relating to greenhouse gas emissions associated with the Concession Activity, the Concessionaire must provide any relevant data that is reasonably available to it within 6 months of the Grantor's request.</i></p> <p><i>12 The Grantor may review and amend the conditions of this Concession to reflect climate</i></p>	<p>While these conditions were included in the easement document offered to Contact Energy in February 2025 DOC's position on these conditions has since altered, and DOC no longer considers these conditions relevant.</p>

change-related legislation and government or Departmental policy and those conditions ("Revised Conditions") may, amongst other things, require the Concessionaire to measure, manage and reduce the greenhouse gas emissions of the Concession Activity.

13 Before amending the conditions of this Concession in accordance with clause 11, the Grantor will provide the Concessionaire the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions.

14 The Revised Conditions will apply to the Concession Activity 4 months after the Grantor has notified the Concessionaire of the Revised Conditions in accordance with clause 12 or any later date specified in the Revised Conditions.

Monitoring and Compliance

15 If the Grantor determines that compliance with the conditions of this Concession or the effects of Concession Activity should be monitored, the Concessionaire shall meet: either the full costs of any monitoring programme that is implemented; or, if the Grantor determines that the costs should be apportioned among several Concessionaires who use the same locations, part of the costs of the monitoring programme. These costs will include the Department's standard charge-out rates for staff time and the mileage rates for vehicle use associated with the monitoring programme.

DOC is satisfied with this condition.

Appendix C2: Schedule 5 of the Concession Document – Rights and Powers Implied in Easements

SCHEDULE 5

RIGHTS AND POWERS IMPLIED IN EASEMENTS

LAND TRANSFER REGULATIONS 2018

The following are the rights and powers implied in easements as set out in Schedule 5 of the Land Transfer Regulations 2018. The Regulation Schedule applies to all classes of easement and so it is only the specific provisions which relate to the class of easement dealt with in this Concession which apply, along with those that apply to all forms of easement. This Schedule does not include clauses 13 and 14 of Schedule 5 of the Regulations as they are deleted and replaced by the specific default and dispute provisions of the Concession. Refer to Schedule 3 of the Concession for changes to these implied rights and powers.

1 Interpretation

In this schedule, unless the context otherwise requires,—

benefited land, in relation to an easement that benefits land, means the land that takes the benefit of the easement and that is described by reference to the register in the relevant easement instrument, transfer instrument, or deposit document

burdened land, in relation to an easement,—

- (a) means the land over which the easement is registered and that is described by reference to the register in the relevant easement instrument, transfer instrument, or deposit document; and
- (b) includes the easement area

easement area, in relation to an easement, means an area that—

- (a) is shown on a plan; and
- (b) is referred to in the relevant easement instrument, transfer instrument, or deposit document as the area to which the easement applies

easement facility,—

- (a) for a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (b) for a right to convey electricity or a right to convey telecommunications, means wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (c) for a right of way, means the surface of the land described as the easement area, including any driveway:
- (d) for a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (e) for a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:

- (f) for a right to convey gas, means pipes, conduits, valves, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution

grantee and grantor—

- (a) have the meanings given by section 107 of the Act; and
- (b) in clauses 3 to 9 and 12(1), include those persons' agents, employees, contractors, tenants, licensees, and invitees

repair and maintenance, in relation to an easement facility, includes the replacement of the easement facility

telecommunication means the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not.

2 **Classes of easements**

For the purposes of regulation 21, easements are classified by reference to the following rights:

- (a) a right to convey water:
- (b) a right to drain water:
- (c) a right to drain sewage:
- (d) a right of way:
- (e) a right to convey electricity:
- (f) a right to convey telecommunications:
- (g) a right to convey gas.

Rights and powers implied in easements granting certain rights

3 **Right to convey water**

- (1) A right to convey water includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (2) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).
- (4) The grantor must not do and must not allow to be done anything on the burdened land that may cause the purity or flow of water in the water supply system to be polluted or diminished.

4 **Right to drain water**

- (1) A right to drain water includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to convey water (whether sourced from rain, springs, soakage, or seepage) in any quantity—

- (a) from the benefited land through the easement facility and over the easement area; or
 - (b) for an easement in gross, through the easement facility and over the easement area.
- (2) The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
 - (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

5 Right to drain sewage

- (1) A right to drain sewage includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to drain, discharge, and convey sewage and other waste material and waste fluids in any quantity—
 - (a) from the benefited land through the easement facility and over the easement area; or
 - (b) for an easement in gross, through the easement facility and over the easement area.
- (2) The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

6 Rights of way

- (1) A right of way includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.
- (2) The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—
 - (a) vehicle, machinery, or implement; or
 - (b) domestic animal or (if the burdened land is rural land) farm animal.
- (3) A right of way includes the right to have the easement facility kept clear at all times of obstructions (whether caused by parked vehicles, deposits of materials, or unreasonable impediment) to the use and enjoyment of the easement facility.
- (4) The right to go over and along the easement facility, and to have the easement facility kept clear, is limited to the extent by any period of necessary repair or maintenance of the easement facility.
- (5) The easement facility for the relevant easement is the surface of the land described as the easement area, including any easement facility laid or to be laid along the easement area in accordance with clause 10(1).

7 Right to convey electricity

- (1) A right to convey electricity includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey electricity and electrical impulses without interruption or impediment from the point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.

- (2) The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

8 Right to convey telecommunications

- (1) A right to convey telecommunications includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey telecommunications without interruption or impediment through the easement facility and over the easement area and (for an easement that benefits land) to and from the benefited land.
- (2) The right to convey telecommunications without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

9 Right to convey gas

- (1) A right to convey gas includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey gas without interruption or impediment from the point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (2) The right to lead and convey gas without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

Rights and powers implied in all classes of easement

10 General rights

- (1) All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated in the easement area for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists in the easement area, the right to lay, install, and construct in the easement area (including the right to excavate land for the purpose of that construction) an easement facility that the grantee reasonably requires and for which the grantor has given prior consent; and
 - (c) the right to repair and maintain the easement facility.
- (2) The grantor must not unreasonably withhold consent under subclause (1)(b).
- (3) The grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
- (4) The grantee must not do and must not allow to be done on the benefited land (if any) or the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.

- (5) To avoid doubt, all the easements referred to in this schedule (other than for a right to convey electricity) include the right to convey electricity necessary to operate a pump or other equipment that is part of the easement facility.

11 Repair, maintenance, and costs

- (1) If the 1 or more grantees have exclusive use of the easement facility, each grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- (2) If the 1 or more grantees and the grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in subclause (1).
- (3) If the easement is in gross, the grantee bears the cost of all work done outside the burdened land.
- (4) The parties responsible for maintenance under subclause (1), (2), or (5) (as the case may be) must meet any associated requirements of the relevant local authority.
- (5) Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the grantor or the grantee must be promptly carried out by that grantor or grantee at their sole cost.
- (6) However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee,—
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- (b) the balance of those costs is payable in accordance with subclause (2).
- (7) The costs of any electricity used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

12 Rights of entry

- (1) The grantee may, for the purpose of exercising any right or power, or performing any related duty, implied in an easement by these regulations,—
- (a) enter upon the burdened land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- (b) remain on the burdened land for a reasonable time for the sole purpose of completing the necessary work; and
- (c) leave any vehicles or equipment on the burdened land for a reasonable time if work is proceeding.
- (2) However, the grantee must first give reasonable notice to the grantor.
- (3) The grantee must ensure that as little damage or disturbance as possible is caused to the burdened land or to the grantor.
- (4) The grantee must ensure that all work is performed properly.

- (5) The grantee must ensure that all work is completed promptly.
- (6) The grantee must immediately make good any damage done to the burdened land by restoring the surface of the land as nearly as possible to its former condition.
- (7) The grantee must compensate the grantor for all damage caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the burdened land.

13 Default


Deleted.

14 Disputes

Deleted.

Appendix C3: Email with further details on alternative access routes

RE: Venlaw Road - Right of Way Easement


Chris Drayton


To


Asher Cook


Cc


Amber Archer; Ellanor Babbage

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Mane 24-11-2025 12:44 PM

Sorry for the short delay in replying, was in a meeting.

The Venlaw Road route was looked at but couldn't be used for transporting turbine components without extensive earthworks on sections of Waiarikiki Mimiha Road. It would also have increased interactions between wind farm vehicles and logging trucks which raised additional safety and congestion concerns and associated management requirements. The earthworks alone were likely to have caused quite major disruption to the people living in this area.

The route through the Port Blakely forest, although longer, requires less earthworks and has less impact on residents and road users.

I hope this is enough for the report?

Ngā mihi

Chris

From: Asher Cook <acook@doc.govt.nz>