

**PROPOSED SOUTHLAND WIND FARM CONSENT CONDITIONS**

**INDEX OF RESOURCE CONSENTS**

Reference	Resource Consent	Detail	Expiry Date (Condition G13)	General Conditions	Specific Conditions
<b>Southland Regional Council (SRC)</b>					
RC.1	Discharge permit (s15) – Discharge of contaminants to air (SRC)	Discharge of contaminants to air from any industrial or trade processes.	10 years	G1-G6A G7-G13	MP1-MP11 CM1-CM4, CM19-CM21A, CM27 <a href="#">SC1-SC10</a> TW1-TW11
RC.2	Discharge permit (s15) – Discharge of contaminants to water (SRC)	Discharge of any contaminants or water to a waterbody, namely sediment during construction.	10 years	G1-G6A G7-G13	MP1-MP11 CM1-CM13A, CM27 EC1-EC2, EC40-EC42 <a href="#">SC1-SC10</a> TW1-TW11
RC.3	Discharge Permit (s15) – Discharge to land	The discharge of more than 500m3 of cleanfill into or onto land.	10 years	G1-G6A G7-G13	MP1-MP11 CM1-CM9, CM11-CM11A, CM27-CM28 EC1-EC2, EC5, EC9-EC10 <a href="#">SC1-SC10</a> TW1-TW11
RC.4	Water Permit (s14) – Take and use of water (SRC)	The taking, use and diversion of surface water for infrastructure construction.	10 years	G1-G6A G7-G13	MP1-MP11 CM1-CM2, CM10, CM17-CM18, CM27 <a href="#">SC1-SC10</a> TW1-TW11
RC.5	Water Permit (s14) – Diversion of water (SRC)	Diversion of water within a naturally occurring wetland.	10 years	G1-G6A G7-G13	MP1-MP11 CM1-CM10, CM11A, CM27 <a href="#">SC1-SC10</a> TW1-TW11
RC.6	Land Use Consent (s9) – Bores (SRC)	The drilling and construction of a bore.	10 years	G1-G6A G7-G13	MP1-MP11 CM1-CM9, CM11A, CM27 <a href="#">SC1-SC10</a> TW1-TW11

**Commented [MD1]:** Environment Southland (ES) amendment accepted to also apply these conditions to all regional consents

Reference	Resource Consent	Detail	Expiry Date (Condition G13)	General Conditions	Specific Conditions
RC.7	Land Use Consent (s13) – Bed of any river (SRC)	The placement, erection or reconstruction and any associated bed disturbance of any erosion control structures in, on or over the bed of any river.	10 years	G1-G6A G7-G13	MP1-MP11 CM1-CM11A, CM13-CM16, CM27-CM28 EC1-EC2, EC40-EC42 <a href="#">SC1-SC10</a> TW1-TW11
RC.8	Land Use Consent (s13) – Bed of a river or wetland (SRC)	Any use, erection, maintenance, placement of any structure in, on, or over the bed of a river or wetland.	35 years	G1-G6A G7-G13	MP1-MP11 CM1-CM11B, CM13-CM16, CM27-CM28 DT1-DT3 EC1-EC2, EC40-EC46 <a href="#">SC1-SC10</a> TW1-TW11
RC.9	Land Use Consent (s9) – Within a wetland (SRC and NES-FW)	The use of land within a natural wetland.	35 years	G1-G6A G7-G13	MP1-MP11 CM1-CM8, CM11A-CM11B, CM27-CM28 DT1-DT3 EC1-EC8, EC11, EC11B, EC47-EC57, EC58-EC59A <a href="#">SC1-SC10</a> TW1-TW11
<b>Southland District Council (SDC)</b>					
RC.10	Land Use Consent (s9) – Land use (SDC)	All land use activities associated with the construction and operation of the Southland Wind Farm.	-	G1-G13 <sup>2</sup>	MP1-MP11 WF1-WF14, WF17-WF26 CM1-CM <sup>43</sup> , CM11-CM11A, CM19-CM28 DT1-DT3 NO1-NO9 EC1-11A, EC12-EC38E, EC47-EC82 SC1-SC10 TR1-TR8 TW1-TW11
<b>Gore District Council (GDC)</b>					

**Commented [MD2]:** Southland District Council (SDC) queried whether all activities should be listed here. Contact consider this is sufficiently covered by reference to all land use activities. These are outlined in Section 3.3 of Part B to the substantive application.

Reference	Resource Consent	Detail	Expiry Date (Condition G13)	General Conditions	Specific Conditions
RC.11	Land Use Consent (s9) – Land use (GDC)	Land use activities associated with the construction and operation of the Southland Wind Farm.	-	G1-G12 <del>3</del>	MP1-MP11 WF8-WF12, WF15-WF16 CM1-CM3, CM9, CM11-CM11A, CM19-CM28 DT1-DT3 NO1-NO9 EC1-EC11A, EC27-38E, EC80-EC82 SC1-SC10 TR1-TR8 TW1-TW11

#### CONDITIONS INDEX

Condition Number	Condition	Administering Authority
G1-G12	General	All (means Southland District Council, Southland Regional Council, Gore District Council)
G13	Consent Duration	Southland Regional Council
MP1-MP11	Management Plan Certification Process	All
WF1-WF7	Wind Turbines, Turbine Envelope Zone, Meteorological Mast	Southland District Council
WF8 and WF10, - WF12	Transmission Line Routes and Transmission Towers	All
WF13	Wind Farm Substation	Southland District Council
WF14	Internal Electrical Cabling	Southland District Council
WF15	Grid Injection Point (aka Switching Station)	Gore District Council
WF17-WF21	Other Activities	Southland District Council

Condition Number	Condition	Administering Authority
WF22	Removal of concrete batching facilities and other temporary construction related activities	Southland District Council and Southland Regional Council
WF23	Water Storage Device	Southland District Council and Southland Regional Council
WF24-WF25	Airways and Civil Aviation Requirements	Southland District Council
WF26	Visual Effects Mitigation – Private Dwellings	Southland District Council
CM1-CM3	Construction Environmental Management Plan, Earthworks Management Plan	All
CM3A – CM8	Erosion and Sediment Control Plan, Site or Activity-Specific Management Plan, Erosion and Sediment Control Measures	Southland Regional Council
CM9	Construction Material Disposal	All
CM10	Didymo	Southland Regional Council
CM11-CM11A	Hazardous Substances	All
CM11B – CM18	Construction within Wetlands, Works within Streams / Culverts	Southland Regional Council
CM19-CM21	Dust	Southland District Council and Gore District Council
CM22-CM26	Archaeology and Accidental Discovery Protocol	Southland District Council and Gore District Council
CM27-CM28	Annual Reporting	All
DT1-DT3	Decommissioning	All
NO1-NO9	Noise	Southland District Council and Gore District Council

Condition Number	Condition	Administering Authority
EC1-EC2	Terrestrial and Wetland Ecology Management Plan	All
EC3-EC11A	Vegetation Management Plan	All
EC11B	Wetland Monitoring	Southland Regional Council
EC12-EC26	Lizard Management Plan, Terrestrial Invertebrate Management Plan	Southland District Council
EC27-EC38E	Avifauna Management Plan	Southland District Council and Gore District Council
EC40-EC46	Biosecurity Management Plan, Riparian Offsetting Management Plan	Southland Regional Council
EC47-EC59A	Habitat Restoration and Enhancement Management Plan	All
EC60-EC79G	Bat Management Plan	Southland District Council
EC80-EC82	General Report of Bird and Bat Carcasses	Southland District Council and Gore District Council
SC1-SC10	Stakeholder Communication and Engagement Management Plan	Southland District Council and Gore District Council
TR1-TR8	Traffic Management	Southland District Council and Gore District Council
TW1-TW11	Mana Whenua	All

#### DEFINITIONS / ABBREVIATIONS

Abbreviation / Term / Acronym	Term / Definition
Act	Resource Management Act 1991
AMP	Avifauna Management Plan
ArMP	Archaeological Management Plan

Abbreviation / Term / Acronym	Term / Definition
BMP	Bat Management Plan
CAA	Civil Aviation Authority
CEMP	Construction Environmental Management Plan
Cleanfill	<p>Means any material that when buried will have no or minimal adverse effect on people or the environment. Cleanfill material includes virgin natural materials such as clay, soil and rock and other inert materials from construction or demolition activities such as concrete or brick that are free of:</p> <ol style="list-style-type: none"> <li>Combustible, putrescibles, degradable, compostable or leachable components (e.g. animal carcasses, green/garden waste, timber, bark, cork, tree roots, new asphalt.</li> <li>Hazardous substances (e.g. coal tar, or asbestos).</li> <li>Products or materials derived from the treatment, stabilisation or disposal of hazardous waste.</li> <li>Materials that may present a risk to human or animal health such as medical and veterinary waste.</li> <li>Liquid waste (including sludges).</li> </ol>
CNMP	Construction Noise Management Plan
Commissioning of wind turbines	Means the commencement of generation of electricity from any constructed wind turbine and export of that electricity via a connection to the national electrical grid.
Consent Holder	Means Contact Energy Limited, its successor, or any person(s) acting under the prior written approval of Contact Energy Limited or its successor.
Construction activities	<p>Means activities undertaken to construct the Project, excluding enabling works, including:</p> <ol style="list-style-type: none"> <li>Bulk earthworks (cut and fill activities – including fill disposal);</li> <li>Streamworks;</li> <li>Installation of wind turbine foundations;</li> <li>Installation of wind turbines;</li> <li>Installation of the Substation;</li> <li>Installation of the Grid Injection Point;</li> <li>Installation of the Operation and Maintenance Facility;</li> <li>Installation of any other building or infrastructure required for the construction or operation of the Southland Wind Farm and grid connection infrastructure;</li> <li>Installation of underground and above-ground infrastructure for electrical conveyance; and</li> </ol>

Abbreviation / Term / Acronym	Term / Definition
	j) Installation of meteorological masts.
CTESPA	Copper Tussock Enhancement and Skink Protection Area
CTMP	Construction Traffic Management Plan
dB	Decibel
Decommissioned and removed (in relation to the concrete batching facilities)	The removal of all above and related below-ground structures from the concrete batching facilities and rehabilitation of any exposed surfaces with topsoil.
District Council	Means the Southland District Council or Gore District Council, depending on the territorial jurisdiction for the activity.
DOC	Department of Conservation
Earthworks	Means any movement of earth, including the excavation or deposition of earth or cleanfill that results in changes to the existing ground level. This includes, but is not limited to, excavation, infilling, recontouring and construction of any road, track or drainage channel. This also includes earth movement associated with subdivision and site works as defined by the Building Act 2004.
ESCP	Erosion and Sediment Control Plan
Enabling works	Preliminary activities undertaken in advance of construction activities commencing, including within a particular stage or geographic area, as follows: <ul style="list-style-type: none"> <li>a) Public road access and improvement works to enable and facilitate mobilisation of plant, equipment and material into the main Project Site in advance of commencing construction;</li> <li>b) Surveys, including dilapidation surveys;</li> <li>c) Ecological survey(s);</li> <li>d) The establishment of erosion and sediment control measures;</li> <li>e) Site-wide geotechnical investigation works and minor clearance of vegetation required specifically for undertaking geotechnical investigation works;</li> <li>f) Upgrading of existing access tracks within existing footprints; and</li> <li>g) Installing monitoring equipment for baseline environmental monitoring, including water quality monitoring devices in local waterways.</li> </ul>
GIP	Grid Injection Point

**Commented [MD3]:** Southland District Council queried whether there should be a definition of decommissioning of the wind farm also. Contact considers this is sufficiently addressed and explained in conditions DT1-DT3, in particular that Contact 'shall remove from the Project Site all turbines and other above ground structures and stabilise exposed surfaces within a period of no more than twelve (12) months.'

Abbreviation / Term / Acronym	Term / Definition
Grid Injection Point Infrastructure	Means the GIP switching station, and the pylons, poles, overhead transmission lines and other infrastructure required to connect the GIP to the Transpower National Grid.
High or very high ecological value	Means the vegetation and habitats of high or very high ecological value identified in the maps attached as Appendix B to these conditions or otherwise superseded by the verification exercise required in accordance with Condition EC4A of these conditions.
HREP	Habitat Restoration and Enhancement Management Plan
Incident	For the purposes of Conditions G8-G11, an incident is an unforeseen event that has not or cannot be prevented and has a consequence in terms of the Consent Holder's ability to comply with the conditions of these resource consents. An incident may include more than one incident that relates to the same or similar event or activity.
Independent Management Plan Reviewer(s)	Person or persons, independent to the Consent Holder and appointed by the relevant District and Regional Councils at the cost of the Consent Holder, who hold the appropriate qualifications and necessary experience to enable them to review the draft management plans required by this consent.
Intermittent stream	Means a river which does not contain permanently flowing or standing water and where the bed is predominantly devoid of terrestrial vegetation and comprises sand, gravel, boulders, or similar material or aquatic vegetation.
JSEEA	Jedburgh Station Ecological Enhancement Area
LMP	Lizard Management Plan
Local resident	For the purposes of the Community Liaison Group a local resident means a person who resides within the following mesh blocks as contained in the Waimumu-Kaiwera, Clinton and Wyndham-Catlins statistical area as identified on the Statistics New Zealand Geographic Boundary Viewer: 3000900 3054700 3093600 3094200 3094900 3098104 3098600 3001000 3055500 3093700 3094300 3097901 3098200 3098700 3054200 3055600 3093800 3094400 3097902 3098300 3098800 3054402 3093200 3093900 3094500 3098001 3098400 4011189 3054500 3093400 3094000 3094600 3098002 3098500 4011190 3054601 3093500 3094100 3094700 3098103 3098600.
Management plan(s)	Means any one or more of the management plans required under any one or more of the conditions of these consents.
Project / Southland Wind Farm (Project)	Means the construction, operation and maintenance of a Wind Farm, substation, overhead 220kV transmission and GIP infrastructure, as well as an ancillary or supporting infrastructure that may be required, in Stoppedown, Southland, known as the Southland Wind Farm (which is also further described in Part A of the Substantive

Abbreviation / Term / Acronym	Term / Definition
	Application Document for the Southland Wind Farm Project prepared by Mitchell Daysh Limited, dated 22 August 2025).
Project Footprint	Means the area within the Project Site that is subject to construction and development activities required for the Southland Wind Farm, identified on the Project Site Design Map attached as Appendix A to these conditions, and confirmed following the completion of detailed design.
Project Site	<p>Means the Wind Farm Site as shown on the Project Site Design Map in Appendix A, and all properties subject to the location of the transmission line, grid connection infrastructure, access roads and the Consent Holder's property located at 16 Davidson Road East being:</p> <ul style="list-style-type: none"> <li>• Section 3 Block IX Slopedown Survey District, RT SL9D/824;</li> <li>• Section 2 Block IX Slopedown Survey District, Section 1 Survey Office Plan 9639 and Section 1 Survey Office Plan 10255, RT SL8D/456;</li> <li>• Lot 1 DP 3613 and Section 1 Survey Office Plan 9465, RT SL155/79</li> <li>• Lot 2 DP 363843 and Lot 1 DP 13176 and Section 1-2 Survey Office Plan 9464 and Section 15 Block X Tuturau Survey District and Part Section 16 Block X Tuturau Survey District, RT 259751;</li> <li>• Lot 1 DP 363843, RT 259750;</li> <li>• Lot 1 DP 12509, RT 407674;</li> <li>• Section 61-62 Block III Wyndham Survey District, RT SL9B/866;</li> <li>• Lot 2 DP 362693, RT 255758;</li> <li>• Lot 4-7 DP 15305, Lot 1-4 DP 15076 and Lot 1 DP 15078, SL12B/81;</li> <li>• Section 26 Block II Slopedown Survey District, 265526;</li> <li>• Section 11, Section 16-17 and Part Section 9-10 Block II Slopedown Survey District, RT SLA4/151;</li> <li>• Section 5 and Section 20-22 Block II Slopedown Survey District, RT SL17/134;</li> <li>• Lot 1-3 DP 15305 and Lot 1 DP 15306, SL12B/80; and</li> <li>• Road reserve and unformed legal road (paper roads).</li> </ul>
Regional Council	Means the Southland Regional Council.
Resource Consent Application	Means the report prepared by Mitchell Daysh Limited, titled 'Contact Energy Limited, Southland Wind Farm, Approvals relating to the Resource Management Act 1991' included in Part B to the substantive application documents, dated 22 August 2025 .
SSMP	Site-Specific Management Plan
River	Means a continually or intermittently flowing body of fresh water; and includes a stream and modified watercourse; but does not include any artificial watercourse (including an

Abbreviation / Term / Acronym	Term / Definition
	irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal.
Substation envelope	Means the area illustrated by the figure titled 'Project Site Design', attached as Appendix A to these conditions within which the wind farm substation may be located to suit restrictive environmental conditions prior to construction.
Suitably Qualified and Experienced Person	Means a person with a tertiary qualification in the field to which a particular condition relates; or having sufficient technical expertise that is at least equivalent; and having at least five (5) years working experience, unless otherwise specified in the conditions.
TEMP	Terrestrial and Wetland Ecological Management Plan
TIMP	Terrestrial Invertebrate Management Plan
Transmission Line Route Corridor	Means a corridor with a continuous width of 200m within which the transmission line between the substation and GIP will be constructed.
Turbine Envelope Zone	Means the area within a 200m radius, subject to property boundaries, from the identified point of each turbine location shown the figure titled 'Project Site Design' attached as Appendix A to these conditions.
VMP	Vegetation Management Plan
Water Storage Device	Means a water storage pond or water storage tank, as described in the Project Description included in Part A to the substantive application documents.
Wetland	Includes permanently or intermittently wet areas, shallow water, and land water margins that support a natural ecosystem of plants and animals that are adapted to wet conditions.
Wind Farm	Means an array or system of multiple wind turbines at a given site, used to capture wind energy for the production of bulk electricity for a grid and includes roading, electrical works and operations and maintenance buildings.
Wind Farm Site	<p>Means all properties subject to the location of the wind turbines and associated turbine infrastructure (excluding the structures comprising the transmission line and grid connection infrastructure, access road through Port Blakely property and the property located at 16 Davidson Road East), being:</p> <ul style="list-style-type: none"> <li>• Section 3 Block IX Slopedown Survey District, RT SL9D/824;</li> <li>• Section 2 Block IX Slopedown Survey District, RT SL8D/456;</li> <li>• Lot 1 DP 12509, RT 407674; and</li> <li>• Part of Section 61-62 Block III Wyndham Survey District, RT SL9B/866.</li> </ul>

**GENERAL CONDITIONS**

No.	Condition
<b>General Conditions</b>	
G1	The activities authorised by this consent shall be undertaken in general accordance with the information contained within the report prepared by Mitchell Daysh Limited, titled ‘ Contact Energy Limited, Southland Wind Farm, Approvals relating to the Resource Management Act 1991’ included in Part B to the substantive application documents, dated 22 August 2025, and the supporting technical documents submitted by the Consent Holder to the Environmental Protection Authority in support of its application for authorisation of the Southland Wind Farm Project under the Fast-track Approvals Act 2024.
G2	In the event of any conflict or discrepancy between the documents noted in Condition G1 above, and the conditions of this consent, the requirements of the conditions of these consents shall prevail.
G3	<u>In accordance with clause 26 of Schedule 5 to the Fast-track Approvals Act 2024, these resource consents lapse ten years after the date of commencement, unless given effect to prior to the lapse period ending: _____</u>
G4	The Consent Holder shall notify the District and Regional Councils and Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) at least fifteen (15) working days prior to the date of the commencement of works (including enabling works) associated with this consent.
G5	The Consent Holder shall ensure that all persons engaged to undertake any and/or all activities authorised by these resource consents are made aware of the conditions of these consents and any measures required to comply with these conditions. A copy of these conditions and all certified management plans shall be kept on-site at all times.
G6	The Consent Holder shall at all times, construct, operate and maintain the Project in accordance with all certified management plans (and any amended or updated management plans) as stated in subsequent conditions.
G6A	<p>a) At least three months prior to the commencement of construction activities within any stage authorised by these resource consents, the Consent Holder shall provide the relevant District and Regional Councils with a set of final design drawings and accompanying detailed design report(s) for the wind farm activities for information outlining the extent to which designs are consistent with Appendix A. The final design drawings shall, as a minimum, include:</p> <ol style="list-style-type: none"> <li>i. The layout and spacing of the wind turbines;</li> <li>ii. The specification of the wind turbines, turbine platforms, foundations, and hardstand / material laydown areas;</li> <li>iii. The layout of the transmission line route;</li> <li>iv. The locations and specifications of all supporting infrastructure, including the location and design of any permanent stormwater controls;</li> <li>v. The location of electrical cabling within the Project Site;</li> <li>vi. The layout and pavement composition of the internal access roads;</li> </ol>

**Commented [MD4]:** New proposed condition to specify lapse date in accordance with clause 26 of Schedule 5 of the FTAA.

No.	Condition
	<ul style="list-style-type: none"> <li>vii. The layout and pavement composition of any modifications or improvements to the public road network;</li> <li>viii. The location of any fill disposal sites utilised; and</li> <li>ix. The design of the water management system on the Jedburgh Plateau required by Condition CM12.</li> </ul>
	<ul style="list-style-type: none"> <li>b) Prior to the commencement of construction activities, the Consent Holder shall provide the relevant District and Regional Councils with electronic files of the vegetation and wetland mapping for the Project Site following the completion of the verification exercise required by Condition EC4A.</li> </ul>
	<ul style="list-style-type: none"> <li>c) The detailed design report required by clause (a) shall also include a geotechnical investigation report, prepared by a Suitably Qualified and Experienced Person, to address the recommendations of the construction effects assessment submitted with the substantive application (Riley (2025)) and outline the measures that will be implemented to avoid, remedy or mitigate any potential slope stability issues of construction.</li> </ul>
	<ul style="list-style-type: none"> <li>e)d) <u>Prior to the commencement of construction activities, the Consent Holder shall provide the relevant District and Regional Councils with a pre-construction report detailing compliance with all pre-construction resource conditions.</u></li> </ul>

**Commented [MD5]:** SDC amendment accepted - noting the pre-construction and pre-commissioning conditions are the same.

- G6B The Consent Holder shall provide written notification to the relevant District Council following:
- a) The commissioning of the first wind turbine at the Southland Wind Farm; and
  - b) The commissioning of the final wind turbine at the Southland Wind Farm.

**Incident Management and Reporting**

- G7 In the event of an incident occurring during the construction of the Southland Wind Farm that causes, or is likely to cause, a non-compliance with any condition(s) of these resource consents or any unanticipated adverse environmental effects, the following shall occur:
- a) The relevant District or Regional Council and Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) shall be notified by email as soon as practicable and no later than within twenty-four (24) hours of the Consent Holder becoming aware of the incident:
    - Southland Regional Council – insert email
    - Southland District Council – insert email
    - Gore District Council – insert email
    - Te Ao Marama Inc. – insert email
  - b) An incident report shall be prepared by a Suitably Qualified and Experienced Person in environmental compliance and provided to the relevant District or Regional Council and Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) within ten (10) working days of the incident occurring, providing the following details:
    - i. A description of the nature, timing and cause of the incident;
    - ii. An assessment of any adverse effects of the incident on the environment; and
    - iii. A description of any remedial and/or mitigation measures that have been, or will be, implemented as a result of the incident to prevent the incident reoccurring in the future.

**Commented [MD6]:** Southland District Council questioned if details of implementation of actions should be recorded and reported to Councils on an annual basis.

Contact considers this is not appropriate, noting that this is only for the construction period of the Project (approximately 2-3 years) and Contact considers this reporting requirement provides little value as the remedial action will be undertaken immediately to remedy the effects of any incident. It is anticipated that in the event of an incident during construction, Contact will be in regular communication with the relevant Council to ensure it is appropriately addressed and Condition G9 enables the District or Regional Council to review the CEMP where necessary.

- G8 Remedial action and/or mitigation measures described in the incident report required by Condition G7 shall be implemented as soon as practicable and commenced within ten (10) working days of the incident report being provided to the relevant District or Regional Council.

No.	Condition
G9	The relevant District or Regional Council may, in response to an incident report, require the Consent Holder to review, and where necessary, amend the Construction Environmental Management Plan (CEMP), including any one or more of the management plans that make up the CEMP, in accordance with Condition MP11 (Material Amendment to a Management Plan).

G10	Where a review of a management plan is required by Condition G9, in addition to the measures set out in Condition MP11, the review shall: <ul style="list-style-type: none"> <li>a) Address the reasons for requiring the review; and</li> <li>b) Describe any appropriate actions required, and a programme, including timeframes, for implementing those actions.</li> </ul>
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**Review of Conditions**

G11	In accordance with section 128 of the Act, the relevant District Council and/or Regional Council may: <ul style="list-style-type: none"> <li>a) At one (1) yearly intervals for the first five (5) years after the commencement of construction activities in accordance with these resource consents, and, within six months of every five (5) year interval thereafter, serve notice on the Consent Holder of its intention to review the conditions of this consent for any of the following purposes: <ul style="list-style-type: none"> <li>i. To review the effectiveness of the conditions of this consent in avoiding, remedying or mitigating any adverse effects on the environment that may arise from the exercise of this consent, and if necessary to avoid, remedy or mitigate such effects by way of further or amended conditions. In deciding to undertake a review and where further or amended conditions are deemed necessary, the relevant District Council or Regional Council shall have regard to all of the information contained in the reports required under the conditions of this consent; or</li> <li>ii. To address any adverse effects on the environment which have arisen as a result of the exercise of this consent that were not anticipated at the time of commencement of the consent; or</li> <li>iii. To review the adequacy of, and necessity for, any of the monitoring programmes or management plans that are part of the conditions of this consent.</li> </ul> </li> <li>b) In accordance with section 128 of the Act, and in addition to and without limiting the ability to initiate a review of conditions under Condition G11(a), the relevant District Council may serve notice on the Consent Holder of its intention to review conditions EC29 and EC37</li> <li>b)c)-37E of this consent that manage effects on avifauna, for the purposes of reviewing the effectiveness of those conditions in avoiding, remedying, mitigating, offsetting or compensating for the adverse effects, or anticipated adverse effects, of the exercise of this resource consent on avifauna, and determining whether additional or amended conditions are appropriate within six (6) months of being notified pursuant to Clause EC37E of an exceedance of a bird mortality Compensation Trigger listed in EC37B.</li> </ul>
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**Administrative Charges**

G12	The Consent Holder shall pay an annual administration and monitoring charge to the relevant District Council and Regional Council <u>for the duration of the consents</u> , collected in accordance with section 36 of the Act. This charge may include costs of inspecting the site up to four times each calendar year when construction is taking place and upon completion of the works.
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**Regional Council Consent Duration**

**Commented [MD7]:** SDC amendment accepted, with minor change to link to duration of consents given the Regional Council consents expire

No.	Condition
G13	a) Pursuant to section 125(1) of the Act, the consent numbers RC.1, RC.2, RC.3, RC.4, RC.5, RC.6 and RC.7 shall expire 10 years from the date of their commencement unless they have been surrendered or cancelled at an earlier date. b) Pursuant to section 125(1) of the Act, the consent numbers RC.8 and RC.9 shall expire 35 years from the date of their commencement unless they have been surrendered or cancelled at an earlier date.

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**MANAGEMENT PLANS**

No.	Condition
<b>Management Plan Certification Process</b>	
MP1	<p>Prior to the commencement of construction activities, the Consent Holder, in consultation with Te Ao Marama Inc (on behalf of Ngā Rūnaka ki Murihiku), shall engage a Suitably Qualified and Experienced Person to prepare the following overarching management plans:</p> <ul style="list-style-type: none"> <li>a) Construction Environmental Management Plan (CEMP);</li> <li>b) Terrestrial and Wetland Ecological Management Plan (TEMP);</li> <li>c) Riparian Offsetting Management Plan (ROMP);</li> <li>d) Archaeological Management Plan (ArMP); and</li> <li>e) Stakeholder Communication and Engagement Management Plan.</li> </ul>
MP2	<p>The following management plans are required to be included in the CEMP:</p> <ul style="list-style-type: none"> <li>a) Earthworks Management Plan (EMP), including an Erosion and Sediment Control Plan (ESCP);</li> <li>b) Flocculant Management Plan;</li> <li>c) Construction Noise Management Plan; and</li> <li>d) Construction Traffic Management Plan.</li> </ul>
MP3	<p>The following management plans are required to be included in the TEMP in accordance with any timing obligations set out in the conditions of these consents:</p> <ul style="list-style-type: none"> <li>a) Vegetation Management Plan;</li> <li>b) Bat Management Plan;</li> <li>c) Avifauna Management Plan;</li> <li>d) Lizard Management Plan;</li> <li>e) Terrestrial Invertebrate Management Plan;</li> <li>f) Biosecurity Management Plan; and</li> <li>g) Habitat Restoration and Enhancement Management Plan.</li> </ul>
MP4	<p>Prior to the commencement of construction activities and within six months of the granting of consent, the Consent Holder shall nominate, for approval by the relevant District and/or Regional Councils, an independent, Suitably Qualified and Experienced Person(s) to review the management plans required by <del>this consent</del> <u>Conditions MP1-MP3</u>.</p> <p>The Consent Holder shall provide information to the District and Regional Councils to demonstrate that the proposed reviewer(s) is independent, suitably qualified and experienced. Once agreed to by the District and Regional Councils, that/those persons(s) become(s) the Independent Management Plan Reviewer(s).</p> <p>All costs associated with the Independent Management Plan Reviewer(s) shall be covered by the Consent Holder.</p>
MP4A	<p>All management plans identified in Conditions MP1 to MP3, excluding the Lizard Management Plan and Terrestrial Invertebrate Management Plan, shall be certified in accordance with the certification process</p>

**Commented [MD8]:** Amendment to exclude the decommissioning management plan from this requirement as it is not appropriate for the reviewer for this plan to be nominated before construction.

No.	Condition
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outlined in Conditions MP5 to MP9, and the construction, operation and maintenance of the Southland Wind Farm shall be carried out in accordance with all of the certified management plans.

**Advice Note:**

*The Lizard Management Plan and Terrestrial Invertebrate Management Plan have been certified as final by the Expert Panel and attach to both these consent conditions and the wildlife approvals.*

MP5 Prior to the provision of management plans to the relevant District and Regional Councils in accordance with Condition MP1, the Consent Holder shall submit these plans to the Independent Management Plan Reviewer(s) for peer review. The role of the Independent Management Plan Reviewer(s) is to provide technical guidance, and confirm, or make recommendations to the Consent Holder on the suitability of the contents of the management plan(s) in addressing the relevant conditions of consent and represent good practice.

The Consent Holder shall make every reasonable effort to address the recommendations to the satisfaction of the Independent Management Plan Reviewer(s).

MP6 Once the management plans have been reviewed by the Independent Management Plan Reviewer(s) the Plan shall be provided to the relevant District and/or Regional Council for certification. Certification of the management plans shall be to confirm the management plan meets its intended objectives and is consistent (or not) with the requirements of the relevant conditions of this resource consent. As part of the submission of the management plan to the relevant District and/or Regional Council, the Consent Holder shall provide a report prepared by the Independent Peer Reviewer(s) confirming that the management plan meets its intended objectives and is consistent (or not) with the requirements of the relevant resource consent conditions.

The report and management plan shall be submitted to the relevant District Council and/or Regional Council at least fifteen (15) working days prior to the commencement of the construction of the Southland Wind Farm.

MP7 a) No less than fifteen (15) working days prior to submitting the management plan(s) to the relevant District Council or Regional Council for certification, the Consent Holder shall provide the draft management plan to Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) for comment.  
 b) The Consent Holder shall ensure that all written feedback received from Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) on the management plan is provided to the relevant District Council or Regional Council when the management plan is submitted for certification, along with a clear explanation of where any comment made on the management plan has or has not been incorporated into the management plan and the reasons why.  
 c) If, following at least fifteen (15) working days of providing the draft management plan to Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku), the Consent Holder has not received written comments from Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku), the Consent Holder may submit the management plan to the relevant District Council or Regional Council for certification.

MP9 If the relevant District Council or Regional Council provides the Consent Holder with suggested changes on the submitted management plan(s) or declines to certify the management plan(s), the Consent Holder shall make amendments and re-submit the management plan(s) to the relevant District Council or Regional Council for certification.

**Minor Amendments to Management Plans**

MP10 (a) The Consent Holder may make minor amendments to the certified management plan(s) at any time. For the purpose of this condition, a "minor amendment" is either a small change to the content of the

**Commented [MD9]:** SDC note DoC should be included for certification. As discussed in Contact's response to comments, Contact disagrees with this and considers this will create inefficiencies, noting all management plans (excluding the LMP and TIMP) are proposed to be reviewed by the Independent Management Plan Reviewer and certified by the relevant Councils. Further, in accordance with EC2, Contact must consult with DoC when preparing the TEMP (and associated management plans).

**Commented [MD10]:** SDC question how the independent reviewer is selected.

This is outlined in detail in Contact's response to Question 10 of Minute 3 issued by the Expert Panel, and required by Condition MP4.

**Commented [MD11]:** SDC and ES commented that this should be extended to 20 working days. Contact disagrees noting that the purpose of the independent review process set out above is to address these timeframe requirements as the independent reviewer will provide the technical advice to the Council recommending certification of the management plan. Contact therefore considers 15 working days is sufficient time for the Council to consider the report prepared by the Independent Reviewer.

**Commented [MD12]:** SDC question that previous discussions were that this role would be an Independent Certifier, on behalf of the Councils, not an independent reviewer.

The management plans will be reviewed by an independent, suitably qualified expert in the relevant field of the topic addressed in the management plan. This will involve the preparation of a report to the Council that will include a recommendation that the management plan is appropriate and can be certified by the Council.

The Council cannot defer the certification to the independent reviewer and must have be the ultimate certifying agency. However, this decision will be informed by the independent reviewer's report and recommendation. The Councils do not need to undertake a review of the report in addition to this.

This simplifies the role of the Council in certifying the management plan. This also provides the Councils with greater control over the management plans, noting that they have the final decision in confirming the certification.

Contact has discussed and agreed this approach with all Councils. No changes to this condition have been proposed in this process.

**Commented [MD13]:** SDC comment on this condition aligns with Contact's understanding as described above. However, Contact notes this condition provides the opportunity for the Council's to also provide any comments on the management plans, noting there is also no requirement for Councils to comment and suggest changes to the management plans if they agree with the recommendations of the independent reviewer. This condition provides additional control to the Council.

No.	Condition
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management plan(s) which has either no or a de minimis adverse environmental effect or is a change which would result in an improved avoidance, mitigation or remediation of an environmental effect. Any such amendments to the management plan(s) shall be such that the plan(s) remains consistent with the objectives of the management plan(s) and the resource consent conditions.

- (b) The Consent Holder shall submit, in writing, the minor amendment to the relevant District or Regional Council(s) at least ten (10) working days prior to when works associated with the amendment are to be implemented. The Consent Holder shall maintain a record of all minor amendments.
- (c) If, within five (5) working days of submitting the amended management plan(s) to the relevant District or Regional Council(s), the Consent Holder is notified in writing by the relevant District or Regional Council(s) that the proposed amendment is a material amendment in accordance with Condition MP11(a), the Consent Holder shall consider the amendment in accordance with Condition MP11.

**Commented [MD14]:** SDC suggested this is pushed out to ten days. Contact disagrees, noting the timing outlined in (b) permits Contact to commence any associated works within 10 working days. Therefore, if this timing was amended to 10 working days, this would not provide Contact with sufficient time if it intended to commence works following the ten day timeframe. Contact considers five working days is a suitable timeframe for the Council to determine if a proposed minor amendment should be treated as a material amendment.

**Material Amendments to Management Plans**

- MP11 (a) The Consent Holder may make material amendments to the management plan(s) at any time, subject to the review and certification of the relevant District or Regional Councils. A material amendment is any amendment that is not a minor amendment in accordance with Condition MP10.
- (b) Any material amendment to the management plan(s) shall meet the objectives of the management plan(s) and the requirements of the relevant resource consent conditions.
- (b)(c) Any material amendment to the Lizard Management Plan or Terrestrial Invertebrate Management Plan required by Condition MP3 shall be prepared in consultation with the Department of Conservation.
- (c)(d) Prior to submission of the amendment to the relevant District and /or Regional Council for certification, the amendment must be reviewed by the Independent Management Plan Reviewer(s) outlined in accordance with Conditions MP5 to MP6.
- (d)(e) Following review from the Independent Management Plan Reviewer(s) any material amendment to the management plans shall be submitted to the relevant District and/or Regional Councils for certification at least 15 working days prior to works commencing.

**Commented [MD15]:** SDC commented that clarification is required to ensure works proposed in the amendments are not undertaken until the certification has been approved.

Contact considers this is already clear based on the framing of the condition.

**MANAGEMENT PLAN FRAMEWORK**

<i>Management Plan</i>	<i>Southland Regional Council</i>	<i>Southland District Council</i>	<i>Gore District Council</i>
Construction Environmental Management Plan			
Earthworks Management Plan (including Erosion and Sediment Control Plan)			
Flocculant Management Plan			
Construction Noise Management Plan			
Construction Traffic Management Plan			
Terrestrial and Wetland Ecological Management Plan			
Vegetation Management Plan			

<i>Management Plan</i>	<i>Southland Regional Council</i>	<i>Southland District Council</i>	<i>Gore District Council</i>
Bat Management Plan			
Avifauna Management Plan			
Lizard Management Plan			
Terrestrial Invertebrate Management Plan			
Biosecurity Management Plan			
Habitat Restoration and Enhancement Management Plan			
Riparian Offsetting Management Plan			
Stakeholder Communication and Engagement Management Plan			
Archaeological Management Plan			
Decommissioning Management Plan			

#### WIND FARM AND TURBINE CHARACTERISTICS

No.	Condition
<b>Wind turbines</b>	
WF1	The maximum number of wind turbines in the Wind Farm Site shall not exceed 55 turbines.
WF2	The maximum turbine height (measured at finished ground level to the top of the vertically extended blade tip) shall not exceed 220m.
WF3	All wind turbines utilised within the Southland Wind Farm shall be similar size and type and have three blades and may have an external transformer at the base of the tower.
WF3A	All wind turbine blades used within the Southland Wind Farm shall be painted with the same industry standard low reflectivity finishes in an off-white colour.
<b>Turbine Envelope Zone</b>	
WF4	<ul style="list-style-type: none"> <li>a) All wind turbine towers and associated transformers shall only be located within the Turbine Envelope Zones.</li> <li>b) All wind turbine towers shall be sited such that they achieve a minimum setback from the external property boundaries of the Wind Farm Site equal to, or greater than, the length of the turbine blade, to ensure 'blade overhang' over such boundaries does not occur.</li> </ul>
<b>Meteorological Masts</b>	

**Commented [MD16]:** Comment from SDC: AES note that the adoption of a different turbine model or layout to that currently proposed may result in a higher level of noise generation than assessed in the Marshall Day Noise Effects Assessment.

This may not result in a material impact on noise at neighbouring sites, however in this scenario it would be appropriate for a condition to require the assessment to be updated to evaluate the change.

The noise assessment was completed on a worst-case scenario and as such, this is highly unlikely to occur. It is also noted that Condition NO8 requires a compliance assessment report to be completed within three months of the commissioning of the final wind turbine. If the report identifies noise is not compliant with NZS6808:2010 Acoustics - Wind Farm Noise, then the report shall identify mitigation measures that Contact shall implement if required. This provides sufficient certainty that the Project will not result in greater noise effects than anticipated by the Noise effects assessment.

No.	Condition
WF5	Up to two (2) permanent meteorological masts may be erected within the Wind Farm Site. The final location of the permanent meteorological masts shall be provided to the Southland District Council in accordance with the reporting requirements under Condition CM27. The meteorological masts shall: <ul style="list-style-type: none"> <li>a) Be generally in the locations identified on the figure titled 'Project Site Design', attached as Appendix A to these conditions;</li> <li>b) Not be located within 10m of areas identified as high or very high ecological value; and</li> <li>c) Be set back from any adjacent property boundaries a minimum distance the same as the height of the mast.</li> </ul>
WF6	The main structure for the permanent meteorological masts shall comprise a three-sided lattice tower.
WF7	The maximum height of the main structure of the permanent meteorological masts shall not exceed 140m. Instrumental additions and fixtures including but not limited to lightning finials and anemometers may be affixed to a meteorological mast in addition to the specified height of the main structure.

#### Transmission Line Routes

WF8	One (1) single or double circuit 220kV transmission line may be established within the Project Site. The transmission line route shall be within the corridor identified on the figure titled 'Project Site Design', attached as Appendix A to these conditions.
WF10	No transmission towers associated with the transmission line route shall encroach outside of the Transmission Line Route Corridor (200m width) as identified on the figure titled 'Project Site Design', attached as Appendix A to these conditions.  The transmission towers shall not be located within 10m of the following: <ul style="list-style-type: none"> <li>a) Any areas identified as high or very high ecological value; and</li> <li>b) Any permanent or intermittent rivers or streams.</li> </ul>
WF11	No transmission towers associated with the Transmission Line Route shall exceed 55m in height measured at finished ground level.

WF12 The maximum number of transmission towers within the Project Site shall not exceed fifty (50).

#### Wind Farm Substation

WF13	One (1) electricity substation may be established within the Wind Farm Site. The electricity substation shall be located within the substation envelope identified on the figure titled 'Project Site Design', attached as Appendix A to these conditions and shall: <ul style="list-style-type: none"> <li>a) Have a maximum height, including ancillary gantry structures and lighting / lightning arrestors, not exceeding 24m above finished ground level; and</li> <li>b) Have a maximum footprint (including any parking areas within the fenced yard) not exceeding 2.5ha.</li> </ul>
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#### Internal Electrical Cabling

**Commented [MD17]:** Comment from SDC sought clarification on the difference between a single and double circuit. Contact notes a single circuit has three cables which are either arranged horizontally, or two on one side and one on the other, whilst a double circuit has two groups of three cables, three on each side. It is noted the assessments have all assessed a double circuit as this would have the largest towers (not necessarily more towers) and carry the most cables.

**Commented [MD18]:** SDC recommends including a condition requiring lighting to be pointing downwards. Contact notes lighting may be needed to allow staff to undertake their work and move safely within and around the general vicinity of the substation. Such lighting is only required when staff are present and when light is required and will be switched off when the substation is not occupied. The level and arrangement of lighting will be designed to comply with the permitted activity standards of the Southland District Plan and will not create excessive glare beyond the general vicinity of the substation.

Due to the limited use of lighting at this site, and the compliance with the Southland District Council provisions, Contact considers requiring lighting to point downwards is not appropriate; there may be circumstances during operation of the wind farm when lighting is required to be pointed upwards, depending on maintenance requirements.

No.	Condition
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WF14 The 33kV (or 66kV) electric cables providing the connection of wind turbines to the substation shall be located underground, where it is reasonably practicable to do so, and located entirely within the Wind Farm Site. Where it is not reasonably practicable for the cables to be located underground, overhead 33kV or 66kV transmission lines shall be used, mounted on cable trays not exceeding 2m in height or poles not exceeding 25m in height.

**Grid Injection Point (aka Switching Station)**

WF15 One (1) Grid Injection Point may be established within the Project Site. The Grid Injection Point shall be located within the location identified on the figure titled 'Project Site Design', attached as Appendix A to these conditions. The Grid Injection Point shall be approximately 1ha in area. All buildings within the Grid Injection Point shall be muted recessive colours and non-reflective, where reasonably practicable.

**Other activities**

WF17 The following ancillary activities may be established within the Project Site, for the duration of the construction period:

- a) Two concrete batching facilities comprising up to two concrete batching units at each facility; and
- b) Two temporary construction compounds and associated construction site offices and other supporting infrastructure and activities within each compound (e.g. septic tanks).

WF18 Two (2) concrete batching facilities required for the construction of the Southland Wind Farm may be established within the Wind Farm Site. The concrete batching facilities shall be located within the "Jedburgh Stn WS and BPF Envelope Area" and the "Matariki WS and BPF Envelope Area" identified on the figure titled 'Project Site Design', attached as Appendix A to these conditions.

WF19 The maximum height of the concrete batching plants shall not exceed 15m above finished ground level.

WF20 One (1) permanent operations and maintenance building and associated structures may be established within the "O&M Building Location Envelope Area" identified on the figure titled 'Project Site Design', attached as Appendix A to these conditions. The maximum height of the operations and maintenance building shall not exceed 7m above finished ground level and the maximum building footprint shall not exceed 1,500m<sup>2</sup> in area. All buildings shall be muted recessive colours and non-reflective, where reasonably practicable.

WF21 Any fixed artificial lighting associated with the concrete batching plants, or the buildings and structures associated with the construction activities within the Project Site, shall be minimised, shielded and oriented downwards over the works area for the purpose of avoiding light spill outside the relevant works areas.

WF22 The concrete batching plants and other temporary construction related activities (if not required for operational purposes within the Project Site), shall be decommissioned and removed in their entirety within six (6) months of completion of construction works for the Southland Wind Farm. The Consent Holder shall notify the relevant District Council and Southland Regional Council in writing within fifteen (15) working days following the decommissioning and removal of the concrete batching plant and temporary construction related activities at the completion of the construction works. [Notification shall include photos of the areas where the concrete batching plants were located following the decommissioning.](#)

**Commented [MD19]:** SDC asked if there is any lighting associated with the GIP. Lighting requirements for the GIP will be operated in a similar manner to the wind farm substation, described above, and in Section 7.2.3.4 of Part A to the substantive application.

**Commented [MD20]:** SDC amendment accepted.

No.	Condition
WF23	<p>One (1) water storage device may be established within the “Jedburgh Stn WS and BPF Envelope Area” and one (1) water storage device may be established within the “Matariki WS and BPF Envelope Area” identified on the figure titled ‘Project Site Design’, attached as Appendix A to these conditions. Each water storage device shall not exceed a storage volume of 10,000m<sup>3</sup>.</p> <p><i>Advice note:</i></p> <p><i>Water take in accordance with Condition CM17 will cease following the completion of construction of the Southland Wind Farm. Any water in the devices may be used for fire-fighting purposes if required.</i></p>

**Airways and Civil Aviation Requirements**

WF24	The Consent Holder shall provide the turbine locations and heights to the Civil Aviation Authority (CAA) once those details are confirmed, no less than three (3) months prior to commissioning the first wind turbine.
WF24A	The Consent Holder shall provide the co-ordinates of the turbine locations and programmed erection dates to Aeropath, requesting inclusion in the relevant aeronautical charts for publication in the revised Minimum Safe Altitudes database, at least twenty (20) working days prior to the commencement of construction activities.
WF24B	No less than <b>five thirty (305)</b> working days following the completion of construction of all of the wind turbines at the Wind Farm Site, the Consent Holder shall submit a registered surveyor’s determination of the final height and position of each wind turbine to the CAA. The Consent Holder shall also provide this correspondence to the Southland District Council.
WF25	<p>Any lighting on the turbines and other structures within the Project Site specifically for aviation safety purposes shall only be undertaken in accordance with the CAA determination based on the final wind farm layout in accordance with Condition G6A. No more than sixteen (16) wind turbines may be lit and each Aviation Obstruction Warning Light shall:</p> <ul style="list-style-type: none"> <li>(a) Be a medium-density obstacle light;</li> <li>(b) Produce monochromatic red light;</li> <li>(c) Have a flash speed between 20 and 60 flashes per minute;</li> <li>(d) Generate light with a horizontal maximum light intensity of 2,000 candela at night and 20,000 candela during the day; and</li> <li>(e) Include optical control to reduce light intensity at angles below the horizontal plane.</li> </ul>

**Visual Effects Mitigation - Private Dwellings**

WF26	<ul style="list-style-type: none"> <li>a) Where the Landscape, Visual and Natural Character effects assessment (Report 3) submitted with the substantive application (Coombs, 2025) concludes that the adverse visual effects on a dwelling are moderate or greater, <b>in accordance with the list included as Appendix E to these conditions</b>, the Consent Holder shall consult with the owners of the dwelling and offer to develop and implement a planting/landscaping plan for mitigation of visual effects of the Southland Wind Farm on the affected <b>property</b>.</li> <li>b) The consultation required by (a) shall be undertaken within <b>twelve (12) months of the commencement of construction of the Southland Wind Farm</b>.</li> </ul>
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**Commented [MD21]:** SDC amendment accepted.

**Commented [MD22]:** SDC comment that the affected properties should be listed in the conditions. Contact has included the list of properties as Appendix E to these updated conditions, included with this response.

**Commented [MD23]:** Contact notes SDC’s comments that full visual effects will not be evident until completion and therefore SDC considers consultation should not take place within 12 months of construction being completed. However, Contact considers consultation can commence before construction, using visual simulations. This means that if any planting is required, it can have sufficient time to grow before the turbines are constructed. This condition also does not prevent Contact from going back to an affected property following the completion of construction if the landowner would prefer. As such, Contact considers the drafting of this condition is suitable.

No.	Condition
	<p>c) The consultation shall include a visual amenity effects assessment from the dwelling and associated outdoor living areas on the property (to inform the planting/landscaping plan).</p> <p>d) The Consent Holder has complied with this condition if:</p> <ul style="list-style-type: none"> <li>i. The owner of the affected dwelling agrees to the prepared planting/landscaping plan (or other mitigation, which may include a financial contribution to the equivalent monetary value of the planting/landscaping in the prepared plan), as agreed between the parties and has been implemented; or</li> <li>ii. The owner of the affected dwelling does not wish to consult with the Consent Holder and/or does not agree to any proposed planting/landscaping plan (or other mitigation) and declines the offer.</li> </ul> <p>e) Subject to any privacy requirements, the Consent Holder shall provide the Southland District Council a summary of the consultation undertaken and any planting/landscaping plans agreed to and outline why any affected landowner(s) do not agree to any proposed planting/landscaping or equivalent financial contribution. <u>The report shall be provided to the Southland District Council within 12 months following the completion of construction of the Southland Wind Farm.</u></p>

**Commented [MD24]:** Amendment from SDC accepted - noting that '12 months following the completion of construction' has been adopted in the event the planting plan is not confirmed until construction of the wind farm has been completed, as noted above.

**CONSTRUCTION MANAGEMENT**

No.	Condition
<b>Construction Environmental Management Plan</b>	
CM1	The Consent Holder shall engage a Suitably Qualified and Experienced Person(s) to prepare a Construction Environmental Management Plan (CEMP). The objective of the CEMP required by Condition MP1 shall be to describe the measures that shall be implemented to comply with the conditions of these consents and to appropriately avoid, remedy, or mitigate any adverse environmental effects of the construction works authorised by these resource consents.
CM2	<p>In accordance with Condition MP2, the CEMP shall include the following management plans:</p> <ul style="list-style-type: none"> <li>a) Earthworks Management Plan (EMP), including an Erosion and Sediment Control Plan (ESCP);</li> <li>b) Flocculant Management Plan;</li> <li>c) Construction Noise Management Plan; and</li> <li>d) Construction Traffic Management Plan.</li> </ul> <p>The CEMP shall include:</p> <ul style="list-style-type: none"> <li>e) An overall site development plan;</li> <li>f) The roles and responsibilities of staff and contractors;</li> <li>g) Details of the Project Manager and Project Representative(s), including their contact details;</li> <li>h) Details of the Consent Holder or representative(s) who will be the key contact person(s) for public information, queries, stakeholder liaison and complaints, in accordance with the Stakeholder Communication and Engagement Management Plan;</li> <li>i) The programme of all construction activities for the physical works authorised by these resource consents (including any proposed staging of these construction activities) and hours of work;</li> </ul>

No.	Condition
	<ul style="list-style-type: none"> <li>j) The location and details of construction site infrastructure including fencing, site offices, site amenities, construction yards, laydown area, construction access locations, construction lighting, refuelling areas and fuel and oil storage areas;</li> <li>k) Procedures for incident management and responding to complaints;</li> <li>l) Details of the management of ablution facilities, including requirements that waste from ablution facilities shall either be removed from the Project Site or treated and discharged to land in a way that ensures that untreated wastewater cannot enter streams;</li> <li>m) Procedures to avoid or minimise the likelihood of the spread or introduction of invasive plant and animal species and diseases of native plants and animals as a result of construction-related activities, including measures to contain or eliminate any invasive species or disease as soon as they are observed;</li> <li>n) Details of the stormwater management for the Project Site;</li> <li>o) Details of the monitoring, management, contingency measures and reporting requirements; and</li> <li>p) Details of any environmental awareness training procedures, cultural induction and cultural monitoring requirements.</li> </ul>

CM2A All construction and earthworks shall be undertaken in accordance with the CEMP, EMP, ESCP and SSMPs, as well as Auckland Council's Guideline Document 2016/05 "Erosion and Sediment Control Guidelines for Land Disturbing Activities in the Auckland Region".

**Earthworks Management Plan and Erosion and Sediment Control Plan**

CM3 In accordance with Conditions CM1 and CM2, as part of the CEMP the Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare an Earthworks Management Plan (EMP). The objective of the EMP shall be to establish management procedures specifically in relation to earthworks activities, sediment, dust mobilisation and stormwater contamination to be implemented during the construction of the Southland Wind Farm.

More specifically, the EMP shall achieve the following outcomes:

1. Minimise to the extent practicable the area and volume of earthworks required for construction of the Southland Wind Farm;
2. Maximise the effectiveness of erosion and sediment control measures associated with earthworks by minimising sediment generation and sediment-laden runoff and discharges, seeking to protect sensitive receiving environments to the extent practicable, such as streams or wetlands;
3. Minimise the construction footprint on indigenous vegetation, streams and potential adverse effects on archaeological features;
4. Avoid, or minimise, to the extent practicable, impacts on wetlands and areas of high or very high ecological value with respect to road and turbine platform earthworks;
5. Ensure that fill disposal sites are contoured to be consistent with the adjacent topography, and that no fill disposal occurs within wetlands, streams or areas of high or very high ecological value; and
6. Rehabilitation and revegetation at each worked area during the next available planting season to achieve vegetation cover as soon as practicable.

The EMP shall include at a minimum:

- a) Details of all principles, procedures and practices that will be implemented to undertake erosion and sediment control across the Project Site and minimise the potential for sediment discharges,

No.	Condition
	with those details to be included in an Erosion and Sediment Control Plan (ESCP) prepared in accordance with Condition CM3A, that also forms part of the EMP;
b)	Confirmation of the anticipated volumes of cut, fill and unsuitable material;
c)	A site plan(s) of a suitable scale to identify: <ul style="list-style-type: none"> <li>i. The locations of any wetlands (including 'fen and bog'), streams, areas of high or very high ecological value(s) as identified by the TEMP, and any archaeological sites;</li> <li>ii. The location and extent of any proposed soil disturbance and vegetation clearance;</li> <li>iii. The location(s) of any buffer areas required to be maintained;</li> <li>iv. Areas of bulk earthworks (cut and fill) activities; and</li> <li>v. Location(s) of proposed topsoil stockpiles, aggregate and material stockpiles, construction laydown areas, diversion bunds, and fill disposal sites;</li> </ul>
d)	The location and design of fill disposal sites within the Project Site, confirming compliance with the following parameters: <ul style="list-style-type: none"> <li>i. No disposal shall take place within 10m of any areas identified as wetlands (including 'fen and bog') or high or very high ecological value vegetation and habitat types;</li> <li>ii. No disposal shall take place into any permanent or intermittent rivers or streams;</li> <li>iii. No disposal shall take place into very steep slopes (&gt;45 degrees) or erosion prone land (as shown on <a href="https://www.stats.govt.nz/indicators/highly-erodible-land/">https://www.stats.govt.nz/indicators/highly-erodible-land/</a> as areas being "highly erodible land areas")</li> <li>iv. Disposal sites shall be contoured to avoid water impoundment or ponding on and around the fill site;</li> <li>v. The fill disposal sites located on the Jedburgh Plateau shall be located in general accordance with the areas identified on the fill disposal site map attached as Appendix B to these conditions;</li> <li>vi. All topsoil shall be removed from each disposal site and stockpiled for the future rehabilitation of the disposal site;</li> <li>vii. All construction equipment and any debris from works shall be removed from the disposal site on completion of works;</li> <li>viii. Disposal sites shall be rehabilitated as soon as practicable with: <ol style="list-style-type: none"> <li>1. The topsoil earlier removed from that site and with any additional topsoil required coming from a like for like ecosystem;</li> <li>2. Like for like vegetation to that removed in accordance with the TEMP;</li> <li>3. To minimise the potential for sediment loss, maintain appropriate soil biota, and avoid the introduction or spread of pest plants as identified within the Biosecurity Management Plan; and</li> </ol> </li> <li>ix. No topsoil may be introduced to the Project Site from elsewhere.</li> </ul>
e)	That the location of temporary laydown areas will avoid any areas identified as wetlands (including 'fen and bog') or high or very high ecological value vegetation and habitat types;
f)	Details of ground stabilisation measures;
g)	The engineering and management procedures for material sources, use, disposal and treatment, stockpiling, fill placement and disposal of unsuitable materials;
h)	Measures to ensure that all disturbed worked areas (excluding hard stand areas) are progressively rehabilitated and re-vegetated as soon as practicable following earthworks. Revegetation shall be completed in accordance with the TEMP. In the interim period between completion of earthworks

No.	Condition
	<p>and replanting, natural regeneration of undesirable plant species shall be controlled to avoid these species establishing;</p> <ul style="list-style-type: none"> <li>i) Details of the requirements for the construction of bunds;</li> <li>j) Details of the measures to minimise effects of construction activities within wetlands;</li> <li>k) The location of the concrete batching facilities within the Project Site and the specific measures to contain and manage contaminant runoff and stormwater runoff from the concrete batching plants;</li> <li>l) Details of water quality monitoring required for works within streams involving earthwork activities;</li> <li>m) The protocols for the recovery and translocation of any fish, tuna, koura and/or kakahi that may be disturbed by earthworks;</li> <li>n) A construction programme, including timing of scheduled earthworks and in-stream works activities;</li> <li>o) The specific dust control measures that will be applied to each stage of earthworks and fill disposal sites;</li> <li>p) Adverse weather response and contingency measures, including procedures; and</li> <li>q) Details of the annual reporting requirements in accordance with Condition CM27.</li> </ul>
CM3A	<p>The ESCP included in the EMP shall be prepared by a Suitably Qualified and Experienced Person, and shall include details of all erosion and sediment control principles, procedures and practices that will be implemented to minimise the potential for sediment discharge from the Project Site;</p> <p>The ESCP shall include the following:</p> <ul style="list-style-type: none"> <li>a) A construction timetable for installation of erosion and sediment control devices and the soil disturbance activities proposed;</li> <li>b) Maintenance, monitoring and reporting procedures for all erosion and sediment control measures;</li> <li>c) An erosion and sediment control Emergency Response Plan which describes the actions to be taken should an erosion and sediment control failure or incident occur;</li> <li>d) Measures to control discharges of treated construction stormwater runoff to mitigate against scouring; and</li> <li>e) Identification and contact details of the personnel responsible for the operation and maintenance of all key erosion and sediment control devices. These personnel shall be: <ul style="list-style-type: none"> <li>i. Managed by a Suitably Qualified and Experienced Person, and each shall have clearly defined roles and responsibilities to monitor compliance with these consent conditions; and</li> <li>ii. Available to meet with the Regional Council monitoring personnel on a regular basis, or as otherwise agreed in writing with the Regional Council, to review any erosion and sediment control issues.</li> </ul> </li> </ul>
CM3B	<p>The Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare a Flocculation Management Plan (FMP) to form part of the CEMP to determine whether chemical treatment will enhance the efficiency of sediment retention ponds and decanting earth bunds. Where chemical treatment is proposed, the FMP shall include:</p> <ul style="list-style-type: none"> <li>a) Bench test results and an analysis of site soil reactivity to common flocculants based on those results;</li> </ul>

No.	Condition
	<p>b) If the analysis in (a) indicates that chemical treatment will enhance the efficiency of sediment retention ponds and decanting earth bunds, the FMP shall outline the following specific design details of the flocculation system:</p> <ul style="list-style-type: none"> <li>i. Monitoring (including pH and any other testing procedures) and maintenance (including post-trigger event) requirements for the flocculation system, including a record system;</li> <li>ii. Details of optimum dosage (including assumptions), including how chemical dosage has been adjusted to the minimum level necessary to achieve the most effective flocculent in terms of sediment removal;</li> <li>iii. A spill contingency plan; and</li> <li>iv. Contact details of the person responsible for the operation and maintenance of the flocculation treatment system and the organisational structure to which this person shall report.</li> </ul>

#### Site or Activity-Specific Management Plans

CM4	<p>At least 10 (ten) working days prior to the commencement of construction activities in any given area of the Project Site, the Consent Holder shall submit a Site or Activity-Specific Management Plan (SSMP) prepared by a Suitably Qualified and Experienced Person to the District Council and Regional Council for certification. Any SSMP shall be in accordance with the certified CEMP.</p> <p>Any SSMP shall be prepared in accordance with Condition CM3 and CM3A and include the following information:</p> <ul style="list-style-type: none"> <li>a) Specific locations and extent of wetlands, streams, areas of high or very high ecological value and any archaeological sites/features;</li> <li>b) Specific identification of any buffer zones required;</li> <li>c) The specific erosion and sediment control measures that will be applied to each stage of earthworks, including location(s), dimension(s) and capacity of any control structure(s), all designed in accordance with Condition CM5;</li> <li>d) Details of the water quality monitoring that shall be completed throughout the construction works;</li> <li>e) Supporting calculations and design drawings of all stormwater and sediment control structures;</li> <li>f) Catchment boundaries and landforms contours;</li> <li>g) Location(s) of stabilised entranceway(s);</li> <li>h) Details of any temporary and/or permanent stabilisation;</li> <li>i) Construction methodologies applying to any proposed instream structures;</li> <li>j) Specific details of the flocculation management and implementation of the FMP, if relevant; and</li> <li>k) Details of the earthworks mitigation measures to minimise impacts on wetlands, if relevant.</li> </ul>
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**Commented [MD25]:** ES request this is amended to 20 working days. Contact disagrees with this timing requirement, noting these plans will be bespoke plans for specific areas within the site that will be prepared in accordance with the certified CEMP. Contact considers this timeframe is suitable both from a construction suitability perspective and for Council processing.

**Commented [MD26]:** SDC amendment accepted.

#### Erosion and Sediment Control Measures

CM5	<p>Erosion and sediment control measures implemented during the construction of the Southland Wind Farm shall meet the following performance standards:</p> <ul style="list-style-type: none"> <li>a) Sediment losses to natural water arising from activities authorised by these resource consents shall be minimised for the duration of the physical works authorised by these resource consents and until the expiry of the resource consents through the establishment and maintenance of erosion and sediment control measures designed and constructed in general accordance with</li> </ul>
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No.	Condition
	<p>Auckland Council’s Guideline Document 2016/05 “Erosion and Sediment Control Guidelines for Land Disturbing Activities in the Auckland Region”, except where a higher standard is referred to in the EMP or a SSMP, in which case the higher standard applies;</p> <p>b) All sediment laden runoff resulting from works authorised by these resource consents shall be treated by sediment retention structures, devices or measures established and maintained in accordance with the EMP or an SSMP;</p> <p>c) The Consent Holder shall ensure that, as far as practicable, all clean water runoff from stabilised surfaces including catchment areas above works areas is diverted away from exposed areas via a stabilised system to prevent erosion, including erosion at any associated outfall(s);</p> <p>d) <del>Effective s</del>Stabilisation of all exposed areas associated with internal roading <del>and hardstand platforms located within the Jedburgh Plateau and within 50m of a downstream water body, laydown and external improvements</del> shall be completed within five (5) working days of completion of establishment works <del>through the placement of pavement (hardfill) material. All other roads and hardstand platforms within the Project Site shall be stabilised as soon as practicable following completion of establishment works;</del></p> <p>e) <del>Effective s</del>Stabilisation of all exposed <del>landscape</del> areas <del>(areas excluding roads and hardstand platforms, and excavations in rock) associated with landscaping works, cut to fill, cut to waste and spoil site earthworks located within the Jedburgh Plateau and within 50m of a downstream water body</del> shall be completed within ten (10) working days <del>of establishment works, using measures such as hydroseeding and hydromulching. All other landscape areas within the Project Site shall be stabilised as soon as practicable using effective stabilisation techniques of</del> completion, <del>except where immediate stabilisation can be implemented by artificial measures;</del></p> <p>f) The pH of any discharge from sediment retention devices to any watercourse must not be less than 6 or greater than 9; and</p> <p>g) Sediment retention devices or measures must be designed, operated and maintained to achieve, when tested, clarity in the discharge of no less than 100mm as measured by secchi disc, clarity tube or equivalent. <del>This performance standard shall not apply where due to natural causes, this standard cannot be met.</del></p>
CM6	<p>In accordance with the ESCP and any SSMP, the Consent Holder shall construct diversion bunds to direct clean stormwater runoff away from any earthworks as works progress on the Project Site. Where practicable, the diversion bunds shall follow close to the existing ground contours to prevent significant channel erosion. Stormwater shall be directed to identified discharge <del>points</del>.</p>
CM7	<p>To minimise the adverse effects arising from the Southland Wind Farm construction on existing stormwater runoff patterns and water quality within the existing receiving surface water bodies, the following controls and measures shall be constructed and maintained by the Consent Holder:</p> <p>a) Installation of all measures outlined in the ESCP and any SSMP at each construction or activity site to achieve the performance standards in Condition CM5;</p> <p>b) Inspection, during and following rainfall or snowfall events, of the control measures, and surrounding vicinity in order to confirm that the controls are achieving their purpose;</p> <p>c) Proposed culverts and energy dissipation structures shall be constructed as part of earthwork construction to maintain flow to downstream water bodies;</p> <p>d) Areas of earth worked surfaces, vegetation clearance and land disturbance within the Project Site shall be progressively stabilised as soon as practicable in accordance with the TEMP so that sediment retention measures can be removed, and pre-existing stormwater pathways can be restored;</p>

**Commented [MD27]:** Amendment as per response to question 8 of Minute 3 from the Panel.

**Commented [MD28]:** Amendment as per response to question 8 of Minute 3 from the Panel.

**Commented [MD29]:** SDC question what happens to the bunds once construction is completed. Condition CM8 outlines the procedures for the removal of erosion and sediment control devices that will be used during construction, which includes bunds.

No.	Condition
	<p>e) Undertake continuous monitoring, with data collected at monthly intervals during construction in order to confirm that 'Mataura 3' (Mimihau Stream and Mokoreta River catchment) or 'Lowland Soft Bed' (Kaiwera Stream catchment) receiving quality water standards are being met; and</p> <p>f) If there is any evidence that the water quality standards downstream of the site are not being met and this is attributable to the Project construction activities, rainfall events in exceedance of the operational capacity of the sediment control devices, then the Consent Holder shall immediately undertake any necessary maintenance of sediment control features measures or take other appropriate measures in order to ensure the ongoing and future effectiveness of water quality controls onsite.</p>

**Commented [MD30]:** Amendment in accordance with Contact's response to Minute 3 issued by the Panel.

CM7A Water quality monitoring shall ensure that, for watercourses within the Project Site within the Mimihau Stream and Mokoreta River catchments, except where due to natural causes, the parameter cannot be met, the Project does not contribute to any breach of the 'Mataura 3' receiving water quality standards outlined in Appendix E of the Proposed Southland Water and Land Plan as follows:

**Commented [MD31]:** Amendment as per response to Question 8 to Minute 3 from the Panel.

- a) Any discharge is to be substantially free from suspended solids, grease and oil;
- b) The daily maximum ambient water temperature shall not be increased by more than 3°C when the natural or existing water temperature is 16°C or less, as a result of any discharge. If the natural or existing water temperature is above 16°C, the natural or existing water temperature shall not be exceeded by more than 1°C as a result of any discharge;
- c) The pH of the water shall be within the range 6 to 9, except when due to natural causes;
- d) The waters shall not:
  - i. Be tainted so as to make them unpalatable;
  - ii. Contain toxic substances to the extent that they are unsafe for consumption by humans or farm animals;
  - iii. Emit objectionable odours;
- e) There shall be no bacterial or fungal slime growths visible to the naked eye as obvious plumose growths or mats. Note that this standard also applies to within the zone of reasonable mixing for a discharge;
- f) There shall not be any destruction of natural aquatic life by reason of a concentration of toxic substances;
- g) There shall be no more than a 20% change in clarity or colour at the edge of the reasonable mixing zone, relative to the clarity or colour upstream of the discharge point;
- h) The fine sediment (<2mm diameter) bed cover, when measured as a percentage at the downstream edge of the reasonable mixing zone, shall not increase by more than 10 percentage points from that measure immediately upstream of the discharge;
- i) The oxygen concentration in solution in the waters shall not be reduced below 5 milligrams per litre;
- j) The concentration of faecal coliforms shall not exceed 1,000 coliforms per 100 millilitres, except for popular bathing sites, defined in Appendix G "Popular Bathing Sites" and within 1 km immediately upstream of these sites, where the concentration of Escherichia coli shall not exceed 130 E. coli per 100 millilitres;
- k) The Macroinvertebrate Community Index shall exceed a score of 120, 100 and 90 as the river progresses from mountain, hill to lowland hard bed. The Quantitative Macroinvertebrate Community Index shall exceed a score of 7.5, 5.5 and 4.5 as the river progresses from mountain, hill to lowland hard bed; and
- l) Fish shall not be rendered unsuitable for human consumption by the presence of contaminants.

No.	Condition
CM7B	<p>Water quality monitoring shall ensure that, for watercourses within the Project Site within the Kaiwera Stream catchment, <b>except where due to natural causes, the parameter cannot be met</b>, the Project does not contribute to any breach of the 'Lowland Soft Bed' receiving water quality standards outlined in Appendix E of the Proposed Southland Water and Land Plan as follows:</p> <ol style="list-style-type: none"> <li>The daily maximum ambient water temperature shall not be increased by more than 3°C when the natural or existing water temperature is 16°C or less, as a result of any discharge. If the natural or existing water temperature is above 16°C, the natural or existing water temperature shall not be exceeded by more than 1°C as a result of any discharge;</li> <li>The pH of the water shall be within the range 6 to 9, and there shall be no pH change in water due to a discharge that results in a loss of biological diversity or a change in community abundance and composition;</li> <li>The fine sediment (&lt;2mm diameter) bed cover, when measured as a percentage at the downstream edge of the reasonable mixing zone, must not increase by more than 10 percentage points from that measured immediately upstream of the discharge.</li> <li>The concentration of dissolved oxygen in water shall exceed 80% of saturation concentration;</li> <li>There shall be no bacterial or fungal slime growths visible to the naked eye as obvious plumose growths or mats. Note that this standard also applies to within the zone of reasonable mixing for a discharge;</li> <li>When the flow is at or below the median flow, the visual clarity of the water shall not be less than 1.3 metres;</li> <li>There shall be no more than a 20% change in clarity or colour at the edge of the reasonable mixing zone, relative to the clarity or colour upstream of the discharge point;</li> <li>The concentration of total ammonia shall not exceed the values specified in Table 1 "Ammonia standards for Lowland and Hill surface water bodies".</li> <li>The concentration of faecal coliforms shall not exceed 1,000 coliforms per 100 millilitres, except for popular bathing sites, defined in Appendix G "Popular Bathing Sites" and within 1 km immediately upstream of these sites, where the concentration of Escherichia coli shall not exceed 130 E. coli per 100 millilitres;</li> <li>For the period 1 November through to 30 April, filamentous algae of greater than 2 cm long shall not cover more than 30% of the visible stream bed. Growth of diatoms and cyanobacteria greater than 0.3 cm thick shall not cover more than 60% of the visible stream bed;</li> <li>Biomass shall not exceed 35 grams per square metre for either filamentous algae or diatoms and cyanobacteria;</li> <li>Chlorophyll a shall not exceed 120 milligrams per square metre for filamentous algae and 200 milligrams per square metre for diatoms and cyanobacteria;</li> <li>The Macroinvertebrate Community Index shall exceed a score of 90 and the Quantitative Macroinvertebrate Community Index shall exceed a score of 4.5; and</li> <li>Fish shall not be rendered unsuitable for human consumption by the presence of contaminants.</li> </ol>

**Commented [MD32]:** Amendment as per response to question 8 in Minute 3 from the Panel.

CM8	<p>Erosion and sediment control measures shall only be removed:</p> <ol style="list-style-type: none"> <li>When the corresponding catchment area has been permanently stabilised, in accordance with the EMP; or</li> <li>In accordance with a SSMP.</li> </ol>
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The removal of an erosion and sediment control device shall only occur after consultation and the receipt of written approval from the Southland Regional Council. Such approval shall be based on information provided by the Consent Holder in relation to the quality of discharged water and the receiving environment and the adequacy of soil stabilisation and/or covering vegetation.

## Earthworks and Construction

No.	Condition
CM9	The Consent Holder shall ensure that construction material, demolition material, and any subsequent materials from repair and maintenance activities that are authorised by the consent and that are no longer required as part of the construction works are removed on completion of the construction works and disposed of in an appropriate <b>manner</b> at an appropriate identified processing plant for the type of material being disposed of.
CM10	The Consent Holder shall comply with all notices and guidelines issued by Biosecurity New Zealand that relate to preventing the spread of the pest organism <i>Didymo</i> ( <i>Didymosphenia geminata</i> ).
CM11	Any hazardous substances stored on site shall be appropriately stored in a bunded location (if required due to the nature of the substance), in accordance with the Hazardous Substances and New Organisms Act 1996, and any refuelling of machinery shall take place at least 20m away from a stream.
CM11A	All earthmoving machinery, pumps, generators, and ancillary equipment shall be operated in a manner that ensures spillages of fuel, oils and other contaminants are prevented, particularly during refuelling and machinery services and maintenance.
CM11B	Prior to forming a cut face for any excavations required within a wetland, or within 10m of a wetland where it is assessed as appropriate by a Suitably Qualified and Experienced Person, the Consent Holder shall install a low permeability bund made from compressed clay into the underlying competent ground.
CM12	<p>a) During the completion of detailed design, the Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare a final water management system <b>consisting of clay bunds and a series of drains and culverts to maintain water balance neutrality</b> for the purposes of mitigating the effects of wetland dewatering on the Jedburgh Plateau. The final design shall be provided to the relevant District and Regional Councils in accordance with Condition G6A.</p> <p>b) Prior to the commencement of the construction of the Southland Wind Farm the Consent Holder shall prepare a culvert and drain maintenance plan. <b>The objective of the plan is</b> to ensure wetland water on the Jedburgh Plateau continues to be captured and redistributed during the operation of the Southland Wind Farm, in accordance with the final design of the water management system.</p> <p>c) The Consent Holder shall provide the culvert and drain maintenance plan to the Regional Council at least <b>twentyen (2+0)</b> days prior to the commencement of construction of the Southland Wind Farm.</p> <p>d) The Consent Holder shall implement the culvert and drain maintenance plan following the completion of the construction of the Southland Wind Farm.</p>

#### Works within Streams / Culverts

- CM13 The Consent Holder shall ensure that for all works required in the bed of streams:
- Are described and detailed in a SSMP prepared in accordance with Conditions CM4 and CM5;
  - Implement best-practice erosion and sediment control measures and measures in accordance with Auckland Council Guideline Document 2016/05 "Erosion and Sediment Control Guidelines for Land Disturbing Activities in the Auckland Region";
  - Are minimised to the greatest extent possible, to avoid any discolouration of streams and /or reduction in water clarity beyond a reasonable mixing zone;
  - Are undertaken with water diversions in place to accommodate up to the 20-year ARI rain event;

**Commented [MD33]:** Amendment to clarify what the water management system will be comprised of in response to comments from ES. The water management system is described in greater detail in the report prepared by Williamson Water & Land Advisory submitted with the substantive application.

**Commented [MD34]:** Minor correction

**Commented [MD35]:** Comment from ES seeking that further detail is provided on the maintenance plan and that this is included in the management plan certification process.

Contact note that this plan is for the purposes of maintaining the culverts and drains that will be constructed (i.e. to ensure there are no blockages in order for the water management system to be effective). It is not a 'management plan' such as the plans listed in conditions MP1-MP3 and it is not necessary for the plan to be certified by the Council in accordance with the management plan certification process. Further, Contact note that the wetland monitoring required by Condition EC1B will confirm the effectiveness of the plan - i.e. confirmation that the Project is not resulting in a negative effect on wetland hydrology. As such, Contact considers the condition as drafted is sufficient.

**Commented [MD36]:** ES amendment accepted.

No.	Condition
	<ul style="list-style-type: none"> <li>e) Are undertaken in a manner consistent with the Ministry for the Environment’s National Works in Waterways Guideline: Best Practice Guide for civil infrastructure works and maintenance and be planned and supervised by a Suitably Qualified and Experienced Person;</li> <li>f) All construction equipment and any debris from works are removed from the work site at the completion of works;</li> <li>g) Follow protocols for the recovery and translocation of any fish, tuna, koura, freshwater mussels that may be disturbed;</li> <li>h) Fish passage is not impeded for more than 24 continuous hours at any one time during the construction works;</li> <li>i) Are undertaken to prevent all contaminants containing cement and/or oil materials from entering water; and</li> <li>j) Are undertaken to avoid the disturbance of stream banks or the occurrence of bank erosion during the construction works and is followed by restoration work to avoid ongoing sediment loss and erosion and ecological function is restored to pre-disturbance condition (such as vegetation, bank slope).</li> </ul>
CM13A	<p>In the event of any contamination of a stream, the Consent Holder shall notify the Southland Regional Council’s Compliance Manager and Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) as soon as practicable and no later than within 24 hours and remedy or mitigate the effects of contamination of the site without undue delay.</p>
CM14	<p>Permanent culvert design shall:</p> <ul style="list-style-type: none"> <li>a) Minimise flooding effects;</li> <li>b) Address the risks of non-performance, such as blockage, taking into account the risk of a soil or rock debris flow;</li> <li>c) Unless Condition CM15 applies, be consistent with the New Zealand Fish Passage Guidelines (V1.2); and</li> <li>d) Incorporate energy dissipation and erosion control measures to minimise the occurrence of bed scour and bank erosion in receiving environments using the best practicable option.</li> </ul>
CM15	<ul style="list-style-type: none"> <li>a) Fish passage shall be provided and maintained on all permanent culverts (in accordance with subclause CM14(c).</li> <li>b) At culverts NSC1, NSC3, NSC6 as identified on the map attached as Appendix C to these conditions, where it has been determined desirable to prevent the passage of trout and/or other non-indigenous species in order to protect indigenous species populations, fish passage in accordance with Condition CM15(a) is not required.</li> </ul>
CM16	<p>Within twenty (20) working days of the installation of each culvert, the information required by Regulation 62 and 63 of the Resource Management (National Environmental Standards for Freshwater) Regulations 2020 shall be collected and provided to the Regional Council.</p>
CM17	<p>The water take authorised by these resource consents shall comply with the following:</p> <ul style="list-style-type: none"> <li>a) Water shall only be taken from: <ul style="list-style-type: none"> <li>i. The site described as ‘Jedburgh Stn Water Take Location’, as identified on the figure titled ‘Project Site Design’, attached as Appendix A to these conditions.</li> </ul> </li> </ul>

No.	Condition
	<ul style="list-style-type: none"> <li>ii. The site described as 'Matariki Water Take Location', on the figure titled 'Project Site Design', attached as Appendix A to these conditions.</li> </ul> <ul style="list-style-type: none"> <li>b) Water may only be taken at a rate not exceeding five (5) litres per second at a volume not exceeding 432 cubic metres per day;</li> <li>c) In the event the minimum flow of the stream, as measured at the point of the water take, is Q95, Condition CM17(b) shall not apply, and the water take shall comply with the permitted activity limits set in Rule 49 in the Proposed Southland Water and Land Plan;</li> <li>d) A hydrological monitoring system shall be installed to provide information on the instantaneous stream flow;</li> <li>e) The recording and reporting of the measurements of the water take shall be in accordance with the requirements of the Act;</li> <li>f) A fish screen with an aperture of no greater than 3mm and that otherwise complies with Appendix R of the Proposed Southland Water and Land Plan shall be installed on all water take structures to prevent fish from entering the intake and associated structures;</li> <li>g) The Consent Holder shall take all practicable steps to avoid leakage from pipes and structures; and</li> <li>h) The water take shall cease following completion of construction of the Project and all associated equipment and piping shall be removed.</li> </ul>

CM18 Upon the commencement of the take of water in accordance with Condition CM17, the Consent Holder shall keep records that provide a continuous measurement of the water taken, including any water taken in excess of what is permitted by Condition CM17. The Consent Holder shall provide the records to the Regional Council on 30<sup>th</sup> September each year and may be submitted as part of the Annual reporting obligations inherent in Condition CM27.

#### Dust

CM19 There shall be no discharge of dust from the Project Site that is noxious, offensive or objectionable to such an extent that it has an adverse effect on the environment or adjoining landowners identified in Part L to the substantive application documents.

CM20 In order to achieve Condition CM19, the Consent Holder shall where necessary implement the following measures as outlined in the CEMP, during the construction of the Southland Wind Farm:

- a) Utilisation of a water truck to dampen exposed surfaces until exposed earthworks are stabilised;
- b) Limit site traffic speeds;
- c) Stage earthworks to isolate and reduce the area of exposed earthworks and re-vegetate exposed surfaces as soon as practicable;
- d) Stabilise entrance at the entry and exit points of the Wind Farm Site, and provide a wheel wash at the main entrance to the Wind Farm Site; and
- e) Limit earthwork activities in specific areas during high winds.

CM21 If any material is stockpiled on the Project Site, the Consent Holder shall, where necessary, undertake the following measures to control any potential dust discharges from such sources:

- a) Dampen exposed surfaces with water trucks;

No.	Condition
	<ul style="list-style-type: none"> <li>b) Cover or re-vegetate (with appropriate vegetation) exposed surfaces <del>adjacent to areas of high or very high ecological value;</del></li> <li>c) Stockpiles shall <del>be</del> not be located within 10m of any stream; and</li> <li>d) Reduce and control stockpile height and slopes to minimise wind entrainment.</li> </ul>

**Commented [MD37]:** SDC amendment accepted

**Commented [MD38]:** Minor correction.

### Fire Management

CM21A	<p>Prior to the commencement of the construction of the Southland Wind Farm, the Consent Holder shall develop, <del>in consultation with Fire and Emergency New Zealand,</del> protocols for fire management during the construction and operation of the Southland Wind Farm to ensure the appropriate measures are in place to minimise the potential risk, and effect of fire within the Project Site. The Consent Holder shall provide these protocols to the relevant Regional and District Council at least ten (10) working days prior to the commencement of the construction of the Southland Wind Farm.</p>
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**Commented [MD39]:** Amendment to address comment from SDC that FENZ should be consulted on these protocols.

### Archaeology and Accidental Discovery Protocol

CM22	<p>The Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare an Archaeological Management Plan (ArMP) for the Project Footprint. The ArMP shall outline the protocols for the discovery of archaeology during the construction of the Project in accordance with the requirements of Conditions CM23 to CM26 below.</p>
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CM23	<p>If kōiwi tangata (human skeletal remains), taonga or archaeological artefacts are discovered during all phases of the Project construction and operation, the Consent Holder shall, without delay:</p> <ul style="list-style-type: none"> <li>a) Cease all work within a 50m radius of the discovery and secure the area;</li> <li>b) Notify their nominated archaeologist, the relevant District Council, Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku), Heritage New Zealand Pouhere Taonga, and in the case of kōiwi tangata (skeletal remains) the New Zealand Police;</li> <li>c) Enable a site inspection by Heritage New Zealand Pouhere Taonga and Te Ao Marama Inc. with the appropriate Rūnanga, and their advisors, who shall determine the nature of the discovery and the further action required;</li> <li>d) Any kōiwi tangata or taonga shall only be handled and removed by tribal elders responsible for the tikanga (custom) appropriate to its removal and preservation;</li> <li>e) Ensure that the further action identified in accordance with part (c) of this condition is undertaken; and</li> <li>f) Upon completion of tasks (a) to (e) above, and provided all statutory permissions have been obtained, the Consent Holder may recommence site construction following consultation and agreement with the relevant District Council, Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku), Heritage New Zealand Pouhere Taonga, and in the case of kōiwi tangata, the New Zealand Police.</li> </ul>
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CM24	<p>The Consent Holder shall, in consultation with Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) and Heritage New Zealand Pouhere Taonga, develop an Accidental Discovery Protocol, which will form part of the Consent Holder's CEMP required under Condition CM1. The protocol shall detail the processes required in Condition CM23 above. The protocol shall also include, but not be limited to, identifying the roles and responsibilities of the Consent Holder and the other involved parties, providing contact details and identifying reporting requirements.</p>
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No.	Condition
CM25	The Consent Holder shall ensure that all construction personnel involved in site disturbance activities are suitably trained in the requirements of the Accidental Discovery Protocol, and identification of archaeological sites and/or artefacts.

CM26	A Suitably Qualified and Experienced Person and representative from Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) shall be invited to be present during any earthwork activities that are undertaken within 100m of the archaeological site identified as G46/13 as shown on Figure Archaeology-2 (Part G) included in Part G to the substantive application.
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#### Annual Reporting

CM27	<p>During the construction of the Southland Wind Farm and for the first five years during its operation, and every five years thereafter, the Consent Holder shall provide an annual report summarising the status of construction and/or operational activities for the period 1<sup>st</sup> July – 30<sup>th</sup> June on the Project Site, and any associated monitoring requirements, to the District and Regional Councils and to Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) by 30<sup>th</sup> September each year. The annual report shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a) All aspects of performance of the CEMP, TEMP and any other management plans required by this consent;</li> <li>b) A summary of all construction related activities undertaken, <b>compliance with the conditions of this consent; and any incidents of non-compliance;</b></li> <li>c) Results of any water quality monitoring required during the construction as set out in the EMP and/or ESCP;</li> <li>d) Results of any rehabilitation undertaken during the construction period;</li> <li>e) <b>The extent to which the requirements of the Habitat Restoration and Enhancement Plan are achieved</b></li> <li>e)f) <b>Reporting of the contributions and distribution of funds relating to the Community Benefit Fund required by Condition SC10; and</b></li> <li>f)g) <b>Record of any complaints received and responses.</b></li> </ul>
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**Commented [MD40]:** DoC comment to separate this condition into two, Contact considers the condition is appropriate as drafted and will be more efficient incorporating this into one report.

**Commented [MD41]:** ES consider this reporting requirement should be specified in the conditions - amendment accepted.

CM28	<p>Within six (6) months of completion of construction activities for the Southland Wind Farm, the Consent Holder shall provide the relevant District Council and Regional Council with a set of as-built plans for the following:</p> <ul style="list-style-type: none"> <li>a) All wind turbines, turbine platforms and foundation areas;</li> <li>b) Operation and Maintenance Building and associated infrastructure;</li> <li>c) The internal access road network;</li> <li>d) Location of all buildings and structures including meteorological masts;</li> <li>e) The location of electrical cabling within the Project Site;</li> <li>f) All fill disposal sites and quantities of cut material disposed of;</li> <li>g) All transmission towers and supporting infrastructure contained within the transmission route corridor;</li> <li>h) The location of the Grid Injection Point;</li> <li>i) All permanent supporting infrastructure, including stormwater infrastructure; and</li> <li>j) Engineering survey plans and sections of major earthworks.</li> </ul>
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No.	Condition
<b>Decommissioning</b>	

DT1 In the event that the Project ceases to generate electricity from all of the wind turbines for a continuous period of thirty-six (36) months, the Consent Holder shall remove from the Project Site all turbines and other above ground structures and stabilise exposed surfaces within a period of no more than twelve (12) months.

The requirement to decommission the Southland Wind Farm does not extend to any prolonged closure of the Project for any reason of force majeure, including but not limited to any natural hazard event; or to re-powering, or a re-consenting (or other legislative) process.

DT2 Prior to decommissioning works commencing, the Consent Holder shall provide written notice to the relevant District and Regional Councils of the intent to decommission the site and shall prepare and submit a Decommissioning Management Plan to the relevant District and Regional Councils for certification at least thirty (30) working days prior to any decommissioning work commencing for review by the Independent Management Plan Reviewer and certification by all relevant councils in accordance with Conditions MP1-MP11. The Decommissioning Management Plan shall include, but not be limited to, details of the following matters:

- a) Procedures for dismantling and removing turbines and above ground electrical infrastructure;
- b) Confirmation that methodologies for removal of wind turbines will not utilise any areas outside the hardstands and roads, or if there are areas that will be disturbed, specify the exact location and extent of these;
- c) Methodologies for earthwork site rehabilitation and re-vegetation which shall provide that all turbine foundations, hard stand areas, and other ancillary building foundations be:
  - i. Covered with topsoil and/or cleanfill material that is weed and seed free;
  - ii. Revegetated with like for like indigenous vegetation of the area immediately surrounding each component, eco-sourced from the Waipahi and Tahakopa Ecological Districts where practicable;
- d) Traffic management for any overweight and/or over dimension vehicles;
- e) Noise control;
- f) Measures for the disposal of any waste, including:
  - i. Total quantity and description of the types of materials from demolition;
  - ii. Quantity and type of materials planned to be recycled;
  - iii. Identification of waste collectors and the destination of the waste, recycled and salvaged materials; and
  - iv. Demonstration that where possible waste materials have been diverted from landfill;
- g) Consultation with the local community; ~~and~~
- h) Procedures to avoid, remedy or mitigate adverse effects on any indigenous fauna present at, or that transition through, the Project Site; ~~and~~
- ~~h)i) Timeframes for activities.~~

**Commented [MD42]:** SDC amendment accepted

**Commented [MD43]:** SDC amendment accepted.

**Commented [MD44]:** SDC amendment accepted.

DT3 The Consent Holder shall ensure that decommissioning is undertaken in accordance with the Decommissioning Management Plan required under Condition DT2 above. The Consent Holder shall provide a summary report to the relevant District and Regional Councils outlining compliance with the Decommissioning Management Plan, including photos, within three (3) months of the completion of the decommissioning of the Southland Wind Farm.

Contact also notes SDC's comment regarding monitoring of planting for three years following the completion of decommissioning. Contact considers the requirement to confirm compliance 3 months following decommissioning is appropriate, and requiring any further monitoring post-decommissioning is not necessary and would be unduly onerous.

## CONSTRUCTION AND OPERATIONAL NOISE REQUIREMENTS

No.	Condition
<b>Construction Noise</b>	

NO1 Noise generated from all activities associated with the construction of the Project shall be measured, assessed and controlled in accordance with the requirements of and limits of 'NZS6803:1999 Acoustics – Construction Noise'. Noise generated from construction activities shall comply at all site boundaries with the limits set out in Table 2 of NZS 6803 for works of 'long term' duration and outlined in Table 1 below.

**Table 1: NZS 6803:1999 Construction Noise Limits.**

Time of week	Time period	Long term duration works dB	
		L <sub>Aeq(1h)</sub>	L <sub>AFmax</sub>
<b>Weekdays</b>	0630-0730	55	75
	0730-1800	70	85
	1800-2000	65	80
	2000-0630	45	75
<b>Saturdays</b>	0630-0730	45	75
	0730-1800	70	85
	1800-2000	45	75
	2000-0630	45	75
<b>Sundays and public holidays</b>	0630-0730	45	75
	0730-1800	55	85
	1800-2000	45	75
	2000-0630	45	75

NO2 In accordance with Condition MP2, the Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare a Construction Noise Management Plan to form part of the CEMP. This

No.	Condition
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shall be prepared generally in accordance with Section 8 and the relevant annexes of New Zealand Standard NZS6803:1999 Acoustics – Construction Noise which detail the types of construction and procedures that will be carried out to ensure compliance with the Standard.

The Consent Holder shall adhere to the requirements of the Construction Noise Management Plan at all times during the construction of the Project.

- NO3 The objective of the Construction Noise Management Plan shall be to ensure construction related noise effects are designed and implemented to comply with the requirements of NZS6803:1999, and implemented in accordance with the requirements of section 16 of the Act and adopt the best practicable option to ensure the emission of noise during construction activities does not exceed a reasonable level. The Construction Noise Management Plan shall include the following information:
- Operating hours of construction works and any time restrictions on the operation of particular machinery and equipment;
  - Details on the machinery and equipment to be utilised during the construction works, and any required mitigation measures associated with the operation of machinery and equipment;
  - Predictions of sound levels from machinery and equipment to be utilised during the construction works;
  - Procedures for the reporting and logging of noise related complaints;
  - The construction noise standards for the Project in accordance with Condition NO1;
  - Procedures for communication and engagement with nearby residents and stakeholders, including notification of proposed construction activities; and
  - Contact details of the Project Liaison Person or site supervisor.

#### Operational Noise – Turbine Operation

NO5 All wind turbines shall be designed, constructed, operated and maintained to ensure sound levels from the Project comply with the requirements of 'NZS6808:2010 Acoustics – Wind Farm Noise'. For the avoidance of doubt, this condition shall require the wind turbines to be designed, constructed, operated and maintained so that the sound levels from the operation of the Project wind turbine operation shall not exceed the background sound level plus 5 dB (LA,90(10min)) or a level of 40 dB (LA,90(10min)), whichever is the greater when assessed at the notional boundaries of neighbouring dwellings adjacent to the Wind Farm Site.

In the case where operational noise is not to exceed the background sound level plus 5 dB (LA,90(10min)) wind turbine noise generated by any existing operational wind farm in the locality shall be excluded from the background sound calculation.

**Advice Note:**

*Neighbouring dwellings for the purposes of these conditions means any dwelling either existing at the date of the commencement of this consent or authorised by a resource consent or building consent at the date of the commencement of these consents. It excludes any dwelling on the Project Site or owned by the Consent Holder.*

NO6 At least 20 days prior to the installation of any wind turbine at the Southland Wind Farm, the Consent Holder shall submit a Noise prediction report, prepared by a Suitably Qualified and Experienced Person, for information to the relevant District Council in accordance with section 8.4.2 of NZS6808:2010, based upon noise emission profiles supplied by the manufacturer for the turbines that are to be installed at the Wind Farm Site. The report shall:

- Demonstrate compliance with the limits outlined in Condition NO5;

**Commented [MD45]:** SDC request that the CNMP includes details on the management of the external workshop doors if this is required to mitigate noise generated within. This is addressed in detail in the evidence prepared by Miklin Halstead submitted with Contact's response, which confirms even with the workshop door open, noise will easily comply with the relevant noise limits.

**Commented [MD46]:** SDC note the CNMP should specifically identify the best practical options proposed to mitigate the potential exceedances of noise levels anticipated to occur during pouring concrete foundations etc or other events of this nature. Contact notes the noise effects assessment confirms at all dwellings external to the Project, construction activities will comply with daytime and night-time permitted activity limits and therefore will have negligible adverse noise effects. It is therefore considered requiring mitigation measures in the event of anticipated exceedances to be included in the CNMP is unnecessary.

**Commented [MD47]:** SDC amendment accepted.

No.	Condition
	b) Detail any wind turbine controls necessary to achieve full predicted compliance at neighbouring dwellings; c) Include the 35dBA contour for the proposed wind turbines and identify any sensitive receivers; and d) Provide manufacturer test reports that demonstrate special audible characteristics will be avoided.  Any wind turbine controls necessary to achieve full predicted compliance at all neighbouring dwellings shall be implemented before the wind turbines commence operation.

NO7 Wind farm sound shall be measured and assessed in accordance with NZS6808:2010 Acoustics - Wind Farm Noise. The reference test method for tonality shall be the current appropriate narrow band method as outlined in NZS6808:2010 Acoustics - Wind Farm Noise.

NO8 A compliance assessment report shall be prepared by a Suitably Qualified and Experienced Person for dwellings identified in the Noise Effects Assessment (Halstead (2025)) included as Report 11 in Part H of the substantive application documents, and included in Appendix E of these conditions, in accordance with Section 8.4.1 of NZS6808:2010 Acoustics - Wind Farm Noise and be submitted to the relevant District Council within three months of the commissioning of the final wind turbine at the Southland Wind Farm, or in the event the development is staged, within three (3) months of the declared stages of the wind farm becoming fully operational.

If the report identifies noise is not compliant with NZS6808:2010 Acoustics - Wind Farm Noise, then the report shall identify mitigation measures that the Consent Holder shall implement or a testing programme to show that it is not the Project that is causing the exceedance. Remedial action and/or mitigation measures described in the compliance assessment report shall be implemented as soon as practicable and commenced within ten (10) working days of the report being provided to the relevant District Council.

**Commented [MD48]:** SDC comment to include this list in the conditions for compliance purposes - this has been included as Appendix E to these conditions, submitted with this response

**Commented [MD49]:** SDC amendment accepted.

**Commented [MD50]:** SDC amendment accepted.

NO9 Noise from all other activities on the Wind Farm Site (other than wind turbine operation and construction activities) shall not exceed the limits outlined in Table 2 at, or within, the notional boundary of any neighbouring dwelling (excluding any dwelling on the Project Site or owned by the Consent Holder):

**Table 2: Permitted Activity Noise Limits.**

District	Daytime	Night-Time	
Southland – Boundary	7am – 10pm	65 dB LAeq	All other times
		85 dB LAFmax	45 dB LAeq 70 dB LAFmax
Southland – Notional Boundary	7am – 10pm	50 dB LAeq	All other times
		75 dB LAFmax	40 dB LAeq 70 dB LAFmax
Clutha – Notional Boundary	7am – 10pm	55 dB LA10	All other times
Gore – Notional Boundary	7am – 10pm	55 dB LAeq	All other times
			40 dB LAeq 75 dB LAFmax

Except as otherwise provided for by the conditions of this resource consent, noise shall be measured in accordance with the requirements of NZS6801:2008 Acoustics –Measurement of Environmental Sound

No.	Condition
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and assessed in accordance with the requirements of NZS 6802:2008 Acoustics – Environmental Noise.

## ECOLOGY

No.	Condition
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### Ecological Management

- EC1 The Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare the overarching Terrestrial and Wetland Ecological Management Plan (TEMP) in accordance with Condition MP3. The purpose of the TEMP is to:
- a) Detail the ecological management programme that will be implemented to avoid, remedy, and mitigate the impacts on terrestrial and wetland ecological values during and after the construction phase of the Southland Wind Farm;
  - b) Document the management measures that will be adopted by the Consent Holder, including the restoration, management and maintenance of terrestrial and wetland ecological features and values within the Project Site; and
  - c) Ensure that any long-term effects are appropriately managed through monitoring, adaptive management where appropriate, and implementation of appropriate responses.
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- EC2
- a) The TEMP shall be prepared in consultation with the Department of Conservation (Invercargill Office) and Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku). The objective of the TEMP shall be to outline the procedures to address the effects of the Project on identified terrestrial and wetland ecological values, including the measures to avoid where practicable, or minimise adverse effects on ecological and biodiversity values and the expected ecological outcomes.
  - b) The TEMP shall include the following management plans:
    - (i) Vegetation Management Plan (VMP);
    - (ii) Bat Management Plan (BMP);
    - (iii) Avifauna Management Plan (AMP);
    - (iv) Lizard Management Plan (LMP);
    - (v) Terrestrial Invertebrate Management Plan (TIMP);
    - (vi) Biosecurity Management Plan; and
    - (vii) Habitat Restoration and Enhancement Management Plan (HREP).
  - c) The TEMP shall include detail of the methods by which the objective set out in this condition shall be achieved, including:
    - (i) Ecological management during construction and operation of the Project;
    - (ii) Management of effects on lizards;
    - (iii) Management of effects on bats;
    - (iv) Management of effects on avifauna;
    - (v) Management of effects on terrestrial invertebrates;
    - (vi) Management of effects on terrestrial and wetland habitats and of any habitat restoration;
    - (vii) Offsetting and compensation requirements;
    - (viii) Weed and pest control; and

No.	Condition
	(ix) Ecological monitoring and ongoing management requirements.
	d) The Consent Holder shall implement the measures specified in the TEMP.

#### Vegetation Management Plan

EC3 The Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare a final Vegetation Management Plan (VMP). The objective of the VMP is to achieve the standards set out in Conditions EC6-EC11B and to avoid where practicable, mitigate, or remedy adverse ecological effects of the construction of the Southland Wind Farm on indigenous vegetation and associated habitats for flora and fauna.

EC4A a) Prior to finalising the VMP the Consent Holder shall engage a Suitably Qualified and Experienced Person to confirm areas of significant indigenous vegetation within, and adjacent to, the final Project Footprint confirmed following completion of detailed design.

b) Vegetation mapping shall be at a scale suitable to ensure that the VMP meets the objective set out in Condition EC3 and shall:

- (i) Identify accurately surveyed areas where vegetation clearance will occur;
- (ii) Describe the ecological value of vegetation to be cleared, including a list of plant species and habitats affected; and
- (iii) Identify areas of vegetation that are to be subjected to specified management actions.

EC4B Following the completion of the vegetation mapping required by Condition EC4A, the Consent Holder shall:

- a) Consider whether any modifications can be made to the Project Footprint to avoid (as first preference) or minimise adverse effects on the habitat types listed in Table 3 of Condition EC7;
- b) Confirm compliance with the vegetation clearance limits outlined in Condition EC8; and
- c) Include details of the considerations to address (a)-(b) in the final VMP.

EC5 The final VMP shall include the methodology for management and implementation of vegetation clearance, consistent with the revised vegetation mapping required by Condition EC4A, and planting within the Project Site, including through:

- a) Vegetation clearance protocols, that include demarcation, timing of clearance (if required), and supervision requirements;
- b) Opportunities for the salvage and reuse of plant materials and soils throughout the Project Site;
- c) Methods for delineating and managing areas of vegetation and habitat types, including any 'Threatened' or 'At Risk' species and high value trees, including those habitats identified in Table 3 of Condition EC7 that need to be avoided or minimised;
- d) Details of the rehabilitation planting to be carried out including ongoing monitoring and management requirements;
- e) Requirements for monitoring of wetlands adjacent to the Project Footprint and managing construction related effects on these wetlands;
- f) Staging vegetation removal to minimise impact on terrestrial species; and
- g) Compliance monitoring and reporting requirements.

EC6 The Consent Holder shall advise the relevant District Council(s) and Regional Council(s) no less than ten (10) working days prior to the commencement of construction activities that it intends to commence vegetation clearance at the Project Site and shall demonstrate that this activity will be carried out in accordance with the VMP.

No.	Condition
EC7	<p>The Consent Holder shall, as part of the VMP, set out how the extent of adverse effects on the specified vegetation and habitat types set out in Table 3 below will be avoided and / or minimised, including by:</p> <p>a) Developing detailed designs to respond to the revised vegetation mapping required by Condition EC4A, by avoiding, where practicable, the extent of adverse effect on the vegetation and habitat types identified in Table 3 below, such that limits of vegetation clearance set out in Condition EC8 will not be exceeded (but may be reduced);</p> <p>b) Developing mechanisms to ensure that the vegetation and habitat types set out in Table 3 below that are not within the Project Footprint, but still within the Project Site are avoided; and</p> <p>c) For those habitats set out in Table 3 below where effects cannot be entirely avoided, but where complete loss of the vegetation or habitat will not arise (i.e. parts of it may be impacted), developing mechanisms to minimise the adverse effects on those areas as far as practicable and offsetting or compensating for any residual loss through the Habitat Restoration and Enhancement Plan.</p>

**Table 3: Specific Habitat Types**

Vegetation / Habitat
Indigenous forest
Mānuka and inaka-dominant vegetation
Mixed indigenous shrubland and scrub
Copper tussock-dominant grassland
Fen wetland
Bog wetland
Copper tussock-rautahi marsh wetland

EC8	<p>Notwithstanding Condition EC7, the area of habitat types cleared as part of vegetation clearance within the Project Site shall be limited to the habitat types and maximum areal extents set out in Table 4 below.</p>
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**Table 4: Vegetation removal**

Vegetation / Habitat	Maximum Area
Indigenous forest	3.65 ha
Mānuka and inaka dominant vegetation	35 ha
Mixed indigenous shrubland and scrub	45 ha
Copper tussock-dominant grassland	8.5 ha
Indigenous wetland	2.5 ha

EC9	<p>The Consent Holder shall undertake rehabilitation planting for all sites where vegetation clearance has occurred to enable construction, or where vegetation or habitat is lost from the deposition of spoil, as soon as is practicable following completion of that stage of construction.</p>
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No.	Condition
	Rehabilitation planting shall be undertaken in accordance with the protocols and timeframes outlined in the VMP and include the following: <ol style="list-style-type: none"> <li>Indigenous plant species eco-sourced from the Waipahi and Tahakopa Ecological Districts except where it is not practicable to do so, in which case the VMP shall set out a process of consultation with Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) and the Regional Council to confirm an alternative source; and</li> <li>Plant species shall be selected in consultation with Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) and the Regional Council.</li> </ol>
EC10	The Consent Holder shall not mulch any vegetation in areas where Tautuku gecko have been detected during the surveys that have been completed <del>as identified in the VMP</del> , or in areas where Tautuku gecko <del>are detected during the pre-clearance checks required may be present, as identified in</del> in accordance with the LMP.
EC11	<ol style="list-style-type: none"> <li>The Consent Holder shall prepare an annual post-vegetation clearance monitoring, maintenance and rehabilitation report. The purpose of this report shall be to confirm vegetation clearance activities and maintenance of rehabilitation planting were carried out in accordance with the consent conditions and the VMP.</li> <li>The first annual report shall be provided one (1) year after construction of the Southland Wind Farm commences and continue for five (5) years following completion of construction of the Southland Wind Farm.</li> <li>The report shall be provided to the relevant District Council and Regional Council with the annual reporting required by Condition CM27.</li> </ol>
EC11A	<p>Within two (2) months following the completion of the construction of the Southland Wind Farm, the Consent Holder shall prepare a report and submit it to the Southland District Council and Southland Regional Council. The report shall include:</p> <ol style="list-style-type: none"> <li>Confirmation that the effects on avifauna, terrestrial invertebrates and lizards were managed in accordance with the AMP, TIMP and LMP;</li> <li>If salvage and relocation was necessary, salvaging methodologies, numbers of terrestrial invertebrates and/or lizards salvaged and successfully released, locations of release and any plans to monitor populations; and</li> <li>Results of any monitoring required by the VMP, AMP, TIMP and LMP, including methodology and locations.</li> </ol>
EC11B	<p>The Consent Holder shall engage a Suitably Qualified and Experienced Person to undertake monitoring of wetlands near to the Project Footprint prior to construction, during construction and post construction in accordance with the following:</p> <ol style="list-style-type: none"> <li>Plots shall be established within 20m of the turbine platforms and roads in the following locations, subject to the final Project Footprint design:           <ol style="list-style-type: none"> <li>Two (2) plots in fen adjacent to JED-22;</li> <li>Two (2) plots in fen and two (2) plots in bog wetland adjacent to JED-23;</li> <li>Two (2) plots in fen and two (2) plots in bog wetland adjacent to JED-24;</li> <li>Two (2) plots in fen wetland to the south of the road that connects JED-26 to the wind farm substation;</li> <li>Two (2) plots in fen and two (2) plots in bog wetland to the west of JED-29; <del>and</del></li> <li>Two (2) plots in marsh wetland immediately south of MAT-14; <del>and</del></li> <li><del>Two (2) plots in control sites located in wetlands no greater than 200m away from the Project Footprint.</del></li> </ol> </li> </ol>

**Commented [MD51]:** Amendment to align with the recommendations of Nick Goldwater's evidence included in Contact's response.

**Commented [MD52]:** Amendment accepted from Environmental Defence Society and DoC to include a control site to assist in determining any change as a result of the construction of the wind farm vs. natural change

No.	Condition
	<p>b) Any plots established in fen wetland shall be located on the lower slope/downstream side of the structure.</p> <p>c) Monitoring shall be completed in accordance with the methods outlined in the VMP to manage the potential effects of construction activities on these wetlands. This shall include taking a photographic record of the plots listed in clause (i)-(vi) prior to the commencement of construction activities for the Southland Wind Farm and comparing this against new photographic images taken on an annual basis thereafter.</p> <p>d) Wetland monitoring shall occur as follows:</p> <ul style="list-style-type: none"> <li>i. Prior to the commencement of construction of the Southland Wind Farm;</li> <li>ii. <del>cease</del> Annually, for <del>two three (32)</del> years following the completion of the construction of the Southland Wind Farm; and</li> <li>iii. <del>Subsequently at years eight (8) and thirteen (13) following the completion of the construction of the Southland Wind Farm.</del></li> </ul> <p>e) The results of this monitoring shall be provided to the Regional Council with the annual reporting required by Condition CM27.</p>

**Commented [MD53]:** Increased post-construction monitoring period in accordance with the recommendation in the evidence prepared by Nick Goldwater and Roger MacGibbon to address comments from DoC, ES and EDS.

#### Lizard Management Plan

EC12	The Consent Holder shall include the Lizard Management Plan (LMP) that has been prepared and approved through the consenting process in the TEMP. The objective of the LMP is to describe how the measures to avoid where practicable, or minimise potential adverse effects, and where required offset or compensate for residual adverse effects, on indigenous lizards in vegetation and habitats that will be impacted by the construction activities to meet the requirements of Conditions EC14 to EC18.
EC14	<p>The LMP shall include:</p> <ul style="list-style-type: none"> <li>a) A description of the measures to be undertaken by the Consent Holder to adequately avoid, remedy, mitigate or compensate for effects on lizard species present within the Project Site;</li> <li>b) The pre-vegetation clearance surveys and protocols for lizards;</li> <li>c) Salvage and transfer protocols at sites where tussock skink and Tautuku gecko have been identified and salvage and transfer protocols in the event herbfield skink or green skink are identified within the Project Footprint;</li> <li>d) The locations of potential lizard habitat within or in proximity to the Project Footprint;</li> <li>e) The identification of appropriate relocation sites in accordance with Conditions EC15 – EC17 and a description of the measures to enhance the habitat quality of the identified relocation sites for lizards prior to relocation, such as habitat enhancement and/or pest animal control;</li> <li>f) A description of the incidental discovery protocols;</li> <li>g) The specific compensation requirements in respect of green skink, herbfield skink and Tautuku gecko in accordance with Conditions EC16-EC18;</li> <li>h) A description of the monitoring and reporting requirements; and</li> <li>i) Roles and responsibilities.</li> </ul>
EC15	<p>a) During construction of the Southland Wind Farm, the Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare an annual compliance monitoring report in accordance with the requirements of the LMP and shall include:</p> <ul style="list-style-type: none"> <li>(i) Confirmation that any salvage and relocation operations were undertaken in accordance with the LMP and associated consent conditions;</li> <li>(ii) Salvage and relocation results, including identification of relocation sites and any rehabilitation undertaken at these sites;</li> </ul>

No.	Condition
	<ul style="list-style-type: none"> <li>(iii) If required, results of any monitoring at the release site(s), including pest monitoring results;</li> <li>(iv) Representative photos of the salvage methodologies used, and lizards captured at the salvage site(s) and relocation site(s); and</li> <li>(v) Any recommendations to improve the effectiveness of lizard management of the LMP.</li> </ul>
	<ul style="list-style-type: none"> <li>b) The Consent Holder shall submit the compliance monitoring report to the Southland District Council with the annual reporting required by Condition CM27.</li> <li>c) Following the completion of all lizard salvage and relocation and associated monitoring, the annual compliance monitoring report required by (a) shall cease. The Consent Holder shall submit a final report summarising the implementation of the LMP to the Southland District Council and Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku) within three (3) months following the final lizard release.</li> </ul>
EC15A	<ul style="list-style-type: none"> <li>a) At least three (3) months prior to the commencement of vegetation clearance activities within the areas identified as Tautuku gecko habitat in the LMP, the Consent Holder shall establish a temporary Gecko Soft Release Pen at a location within the Jedburgh Station Ecological Enhancement Area required by Condition EC51, <u>in accordance with the LMP</u>.</li> <li>b) The Consent Holder shall implement predator control within the Gecko Soft Release Pen at least one month prior to the commencement of salvage of Tautuku gecko in accordance with the LMP.</li> <li>c) The Consent Holder shall engage a Suitably Qualified and Experienced Person to complete the pre-vegetation clearance salvage and transfer of Tautuku gecko in accordance with the methods outlined in the LMP. Any Tautuku gecko salvaged during the pre-vegetation clearance checks shall be relocated to the Gecko Soft Release Pen.</li> <li>d) The Consent Holder shall monitor the fence and undertake targeted predator control within the Gecko Soft Release Pen to meet the targets set out in Condition EC57 in accordance with the methods set out in the LMP.</li> <li>e) The Consent Holder may decommission the temporary Gecko Soft Release Pen one (1) year following the final release of Tautuku gecko into the Gecko Soft Release Pen in accordance with the LMP.</li> </ul>
EC15B	<ul style="list-style-type: none"> <li>a) At least three (3) months prior to the commencement of vegetation clearance activities within the Wind Farm Site, the Consent Holder shall establish a leaky fence area, as described in the LMP, at a location within the Copper Tussock Enhancement and Skink Protection Area required by Condition EC51.</li> <li>b) The Consent Holder shall implement predator control within the leaky fence area at least one month prior to the commencement of salvage of skinks in accordance with the LMP.</li> <li>c) The Consent Holder shall engage a Suitably Qualified and Experienced Person to complete the pre-vegetation clearance salvage and transfer of any skink in accordance with the methods outlined in the LMP.</li> <li>d) The Consent Holder shall monitor the fence and undertake targeted predator control within the leaky fence to meet the targets sets out in Condition EC57 in accordance with the methods set out in the LMP.</li> <li>e) The Consent Holder may decommission the leaky fence in accordance with the methods set out in the LMP.</li> </ul>
EC16	<ul style="list-style-type: none"> <li>a) In the event one (1) or more green skink is found within the Project Footprint during the construction of the Southland Wind Farm, all works within a 50m buffer zone around the location of the identification shall cease immediately. The Consent Holder shall: <ul style="list-style-type: none"> <li>(i) Implement the incidental discovery protocol outlined in the LMP, including engaging a Suitably Qualified and Experienced Person and determining whether complete avoidance of green skink habitat is practicable; and</li> </ul> </li> </ul>

**Commented [MD54]:** SDC requested a definition of soft release pen be included in the conditions. The soft release pen is clearly described in the LMP and it is considered this additional link to the LMP in this condition provides sufficient clarity as to what the soft release pen is and a definition in these conditions is not necessary.

No.	Condition
	<p>(ii) Notify the relevant District Council, Te Ao Marama Inc. (on behalf of Ngā Rūnaka ki Murihiku), and the Department of Conservation (Invercargill Office) within 48 hours of the discovery.</p> <p>b) In the event, following the discovery of one (1) or more green skink within the Project Footprint, earthworks and vegetation clearance within areas of green skink habitat cannot be avoided in accordance with EC16(a), the Consent Holder shall implement the green skink salvage protocol and compensation programme. This shall involve:</p> <p>(i) The establishment of at least a 2ha green skink protection area at an appropriate location, including the construction of a predator exclusion fence around this area and the maintenance of this fence for the lifetime of the Southland Wind Farm;</p> <p><b>Advice note:</b></p> <p><i>The area of the green skink protection area is intended to be between 2- 5ha, depending on the local conditions.</i></p> <p>(ii) Implementation of a predator control programme within the green skink protection area, designed by a Suitably Qualified and Experienced Person, in consultation with the Department of Conservation (Invercargill Office); and</p> <p>(iii) Any green skink found within the Project Footprint shall be salvaged and transferred to the leaky fence area required by EC15B.</p>
EC17	In the event one or more herbfield skink is discovered within the Project Footprint during the construction of the Southland Wind Farm, salvage and transfer of herbfield skink shall be undertaken in accordance with the methods outlined in the LMP, including relocation to the leaky fence area required by EC15B.
EC18	<p>a) <u>At least two (2) months prior to the commencement of the construction of the Southland Wind Farm, the Consent Holder shall provide a research institution or environmental organisation \$30,000.00 for research or management of Tautuku gecko as compensation for any effects of the Project on Tautuku gecko in accordance with the methods set out in the LMP.</u></p> <p>b) <u>The Consent Holder shall provide evidence to the relevant District Council of the grant being provided to the research institution or environmental organisation within fifteen (15) working days of the grant being given.</u></p> <p>a)c) <u>Research findings shall be made publicly available.</u></p>
<b>Terrestrial Invertebrate Management Plan</b>	
EC19	<p>The Consent Holder shall include the Terrestrial Invertebrate Management Plan (TIMP) that has been prepared and approved through the consenting process in the TEMP. The objective of the TIMP is to describe measures to be implemented to avoid, remedy, mitigate, and where necessary, offset and compensate for adverse effects on notable indigenous invertebrates within the Project Site from the construction and operation of the Southland Wind Farm, as set out below:</p> <p>The TIMP focusses on notable indigenous invertebrate species which are:</p> <p>a) Protected under the Wildlife Act; or</p> <p>b) Taonga species for Ngāi Tahu; or</p> <p>c) Threatened or At Risk, having been assessed under the New Zealand Threat Classification System; or</p> <p>d) Locally endemic; or</p> <p>e) Large-bodied and reliant on a specific indigenous habitat type.</p>
EC21	<p>The TIMP shall include, at a minimum:</p> <p>a) Identification of known or likely habitat of notable indigenous invertebrate species within the Project Footprint;</p>

**Commented [MD55]:** SDC amendments accepted in part, noting that section 4.5.3 of the LMP sets out the process for how the recipient of the grant will be selected.

No.	Condition
	<ul style="list-style-type: none"> <li>b) A description of the measures to be taken by the Consent Holder during vegetation clearance to avoid, remedy, mitigate, or where necessary, offset and compensate for adverse effects on notable indigenous invertebrates, including supervision requirements and relocation of cleared vegetation;</li> <li>c) A description of the salvage and relocation protocol for Helms' stag beetles, including transfer methods, relocation site(s) selection and habitat enhancement measures;</li> <li>d) A description of the monitoring and reporting requirements;</li> <li>e) The incidental discovery protocol; and</li> <li>f) The compensation requirements in accordance with Condition EC26.</li> </ul>
EC23	Where there are surface invertebrate habitats to be cleared, such as log or rock piles within the Project Footprint, these shall be managed in accordance with the measures set out in the TIMP, including the relocation of these features to a restored patch of similar habitat, as close as practicable to the location of removal, to enable terrestrial invertebrates to transfer to the new habitat.
EC24	Helms' Stag Beetles shall be salvaged in accordance with the protocols set out in the TIMP and shall be relocated to a release site as identified in the TIMP.
EC25	The TIMP shall contain an incidental discovery protocol which shall set out the methods for identifying notable invertebrate species in areas not otherwise identified as part of the pre-vegetation clearance surveys, and the required management actions.
EC26	<p>a) To compensate for residual adverse effects of vegetation clearance and earthworks activities required for the construction of the Southland Wind Farm on notable indigenous invertebrates the Consent Holder shall offer a research institution a one-off payment of \$30,000.00 to support a grant for research into developing best practices for translocating notable indigenous invertebrates within three months of the completion of the construction of the Southland Wind Farm.</p> <p>b) <u>The Consent Holder shall provide evidence to the relevant District Council of the grant being provided to the research institution or environmental organisation within fifteen (15) working days of the grant being given.</u></p> <p>a)c) Research findings shall be made publicly available.</p>
<b>Avifauna Management Plan</b>	
EC27	As part of preparing the TEMP the Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare a final Avifauna Management Plan (AMP). The objective of the AMP is to avoid, remedy, or mitigate for the potential adverse effects, and where required, offset and compensate for residual adverse effects, of the construction and operation of the Project on avifauna.
EC29	<p>The final AMP shall include, at a minimum:</p> <ul style="list-style-type: none"> <li>a) Details of the bird nest check protocols and setbacks from active nests required for vegetation clearance activities completed during the bird breeding season (1 September to 31 March inclusive);</li> <li>b) Details of the bird injury and mortality protocols;</li> <li>c) Details of the incidental discovery protocol;</li> <li>d) A description of the management, monitoring and reporting requirements during construction and operation of the Project;</li> <li>e) Requirements for the pre- and post-construction avifauna monitoring to be undertaken;</li> <li>f) A description of the results from the pre-construction baseline avifauna population surveys completed;</li> <li>g) Details of any additional effects management measures that are warranted, in accordance with Condition EC30(c), in response to the results of the pre-construction baseline avifauna population</li> </ul>

**Commented [MD56]:** SDC amendments accepted in part, noting that section 6.2.4 of the TIMP sets out the process for how the recipient of the grant will be selected.

No.	Condition
	surveys required by Condition EC30(a);
	h) Collision mortality thresholds in accordance with Condition EC37B;
	i) Methods and requirements for post-construction collision monitoring; and
	j) Details of the adaptive management measures that will be implemented in response to the results of the post-construction avifauna collision monitoring in accordance with Condition EC37E.

EC29A	<p>a) The AMP shall be reviewed by the Consent Holder, in consultation with the Expert Avifauna Panel required by Conditions EC38-EC38E, <del>five</del> years following the completion of the construction of the Southland Wind Farm. The purpose of this review is to assess the efficacy of the avifauna management measures and shall be informed by the post-construction monitoring required by Conditions EC35-EC37.</p> <p>b) The Consent Holder shall provide a report on the results of the review, prepared by a Suitably Qualified and Experienced Person, in consultation with the Expert Avifauna Panel, to the relevant District Council.</p> <p>c) Any amendments that are made to the AMP following the review shall be completed in accordance with Condition MP11 of this consent (Material Amendment to a Management Plan). Should any material amendments be made to the AMP, the Consent Holder shall provide the draft amendments to Te Ao Marama Inc. (on behalf of Ngā Rūnaka Ki Murihiku) and the Department of Conservation (Invercargill Office) for review and comments prior to certification in accordance with Condition MP8.</p>
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**Commented [MD57]:** SDC comment that five years feels a long time to wait if something is going wrong.

Contact considers this timing is appropriate for this condition, noting that the compensation triggers will apply following the commencement of the operation of the wind farm, and if one or more of these triggers is exceeded, Contact will implement the process set out in condition EC37E. Further, Condition G11 also provides additional certainty that the Council can initiate a review of the conditions of this consent, including the management plans, to address unanticipated adverse effects. This condition does not prevent a review from occurring prior to the five year timeframe set out in this condition.

#### Pre-construction Avifauna Surveys

EC30	<p><del>a) Prior to the commencement of construction activities at the Project Site, the Consent Holder shall engage a Suitably Qualified and Experienced Person to undertake further pre-construction avifauna surveys, to collect baseline data on seasonal bird abundance and diversity. Surveys shall include at a minimum:</del></p> <p><del>(i) 80 five-minute bird counts across Jedburgh Station and Matariki Forest, including areas of pine forest, exotic scrub and shrubland, indigenous broadleaved forest and scrub and mānuka/copper tussock grassland habitats;</del></p> <p><del>(ii) Kārearea / eastern falcon monitoring surveys;</del></p> <p><del>(iii) Flight path and height surveys at representative wind turbine locations across the Project Site to identify the potential hazard to birds;</del></p> <p><del>(iv) Bioacoustics monitoring surveys to detect cryptic birds, nocturnal species and migrating birds within the Project Site; and</del></p> <p><del>(v) Fixed-point surveys at wind turbine locations and along the transmission line route.</del></p> <p><b>Advice note:</b></p> <p><i>One further pre-construction survey is required to be completed in August 2025 to meet the requirements of EC30(a):</i></p> <p><del>b) Upon completion of the pre-construction monitoring, a report summarising results shall be prepared by a Suitably Qualified and Experienced Person and the Consent Holder shall provide this report to the Southland District Council; and</del></p> <p><del>c) a) The AMP required by Condition EC27 shall be updated to reflect the findings of the pre-construction avifauna monitoring required by EC30(a) and include any additional effects measures where warranted.</del></p>
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**Commented [MD58]:** Condition deleted, as this has now been completed and the final report was provided to the Panel as part of Contact's response to Minute 3 issued by the Panel.

#### Construction Monitoring and Exclusion Zone

EC31	A maximum of eight (8) working days prior to the commencement of vegetation clearance during the bird breeding season (1 September to 31 March inclusive) the Consent Holder shall engage a Suitably Qualified and Experienced Person to undertake indigenous bird nest surveys of the area to be cleared.
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No.	Condition
	<p>These surveys shall be undertaken in accordance with the AMP to confirm whether indigenous breeding birds, eggs or chicks are present within the surveyed vegetation clearance footprint, including the species.</p> <p>If no active nests are found, vegetation within the surveyed area (including trees) shall be cleared within two (2) working days.</p>
EC32	<p>In the event that active nests of indigenous bird species are found as a result of the surveys undertaken in accordance with the AMP and Condition EC31, the Consent Holder shall implement an exclusion zone for vegetation clearance or earthworks activities in accordance with the following parameters:</p> <ol style="list-style-type: none"> <li>50m (in all directions) for all indigenous bird species with a 'Threatened' and 'At Risk' (or higher) classification, with the exception of kārearea / eastern falcon, in which case the protocol set out in Condition EC33 shall be adhered to;</li> <li>25m (in all directions) for all indigenous bird species with a non-threatened classification;</li> <li>The 50m or 25m exclusion zone set out in (a) and (b) may be reduced if this is determined to be acceptable by a Suitably Qualified and Experienced Person;</li> <li>The exclusion setback zone shall be marked clearly with temporary cordoning for the attention of construction workers to ensure personnel do not disturb nesting birds; and</li> <li>A Suitably Qualified and Experienced Person is required to monitor the nest and confirm when chicks have fledged and vegetation within the exclusion zone can be cleared.</li> </ol>
EC33	<p>If a kārearea / eastern falcon nest is identified at the Project Site as part of the pre-construction surveys undertaken in accordance with the AMP and Condition EC31, the Consent Holder shall undertake the following actions:</p> <ol style="list-style-type: none"> <li>The location of the nest shall be recorded using GPS;</li> <li>The site shall be clearly demarcated on the ground to avoid inadvertent disturbance;</li> <li>An exclusion zone of at least 200m from the nest (in all directions) shall be established and monitoring of the nest shall be undertaken in accordance with the obligations set out in the AMP;</li> <li>The 200m exclusion zone set out in (c) may be reduced if this is determined to be acceptable by a Suitably Qualified and Experienced Person;</li> <li>In the event that the exclusion zone set out in (c) is triggered and the kārearea / eastern falcon start to dive bomb workers in the area, the number of dive bombs shall be monitored. If this results in five (5) or more dive bombs per day, then the Consent Holder shall extend the exclusion zone further from the nesting area. A Suitably Qualified and Experienced Person shall determine a suitable revised exclusion distance. If the dive bombing continues, the Consent Holder shall continuously review this setback requirement until it ceases;</li> <li>For all kārearea / eastern falcon nests checked within 200m of construction activities the following variables shall be recorded: <ol style="list-style-type: none"> <li>Date and time;</li> <li>GPS location and/or area of checking; and</li> <li>Outcome of bird nest check.</li> </ol> </li> <li>Vegetation clearance activities can commence within the exclusion zone following the confirmation by a Suitably Qualified and Experienced Person that the chicks have fledged or nest failure and lack of chicks or fledging through natural causes.</li> </ol>
EC34	<p>The Consent Holder shall install visual deterrents (dynamic flappers) on the section of transmission line that crosses the large gully of southern rātā-kamahi forest and wetlands in the Port Blakely Forest as shown on the map included in the AMP to minimise bird collisions and interactions with the transmission line.</p>

No.	Condition
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**Post-construction Avifauna Monitoring and Reporting**

- EC35 For one (1) year following the commencement of the commissioning of wind turbines, the Consent Holder shall engage a Suitably Qualified and Experienced Person to complete flight height surveys seasonally (four (4) surveys in total) in accordance with the methods outlined in the AMP.
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- EC36 a) For three (3) years following the commencement of the commissioning of wind turbines, the Consent Holder shall undertake post-construction avifauna monitoring seasonally in accordance with [Condition EC37 and](#) the methods outlined in the AMP to provide data on the effects of the construction and operation of the Southland Wind Farm on bird ecology and behaviour. The post-construction monitoring shall replicate the pre-construction monitoring and include:
- (i) Completing five-minute bird count surveys across Jedburgh Station and Matariki Forest, including areas of pine forest, exotic scrub and shrubland, indigenous broadleaved forest and scrub and mānuka/copper tussock grassland habitats;
  - (ii) Completing fixed point surveys for kārearea/eastern falcon and kererū;
  - (iii) Bioacoustics monitoring surveys to detect cryptic birds and nocturnal species within the Project Site; and
  - (iv) Fixed-point and bioacoustics monitoring surveys at wind turbine locations and along the transmission line route.
- b) In addition to the above, playback call monitoring for mātāta / South Island fernbird shall be completed within the Project Site annually between January and February, and additional bioacoustics monitoring surveys shall be completed within the Project Site that coincide with the timing of migration for identified bird species, as outlined in [Condition EC37A and](#) the AMP.
- Advice note:**
- This is a specific post-construction monitoring regime for fernbird and migratory birds which does not precisely replicate the pre-construction monitoring requirements.*
- c) Following the completion of the first three (3) years of seasonal avifauna monitoring, the Consent Holder shall undertake post-construction avifauna monitoring, every five (5) years thereafter for the life of the Project, in accordance with the methods outlined in the AMP.
- d) The Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare an annual compliance monitoring report in accordance with the requirements of the AMP outlining the results of the post-construction avifauna monitoring surveys. The Consent Holder shall provide this report to the District Council and Department of Conservation (Invercargill Office) by 30 September for at least three (3) years following the commissioning of wind turbines at the Southland Wind Farm, and every five (5) years thereafter.

**Commented [MD59]:** DoC amendment accepted.

**Commented [MD60]:** DoC amendment accepted.

**Bird Collision Monitoring**

- EC37 The Consent Holder shall engage a Suitably Qualified and Experienced Person to complete collision mortality monitoring in accordance with the methods outlined in the AMP. The collision mortality monitoring shall be undertaken as follows:
- a) Following the commissioning of the first wind turbine at the Southland Wind Farm, collision monitoring shall occur quarterly (during each season) for a minimum of three (3) years.
  - b) Thereafter, collision monitoring shall occur [quarterly](#) every five (5) years (during each season of that year) for the duration of the operation of the Southland Wind Farm.
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- EC37A The AMP shall include a description of the methods to be adopted for recording the frequency of collisions with wind turbines or the transmission line resulting in mortality for all bird species. These methods shall define a search area relative to the height and rotor span of the wind turbines and include the following:

**Commented [MD61]:** Amendment in response to comment from DoC seeking clarification that this monitoring is undertaken quarterly. Contact note the condition does require monitoring during each season, which equates to quarterly monitoring, however, have included this for further clarity,

**Commented [MD62]:** Contact acknowledge DoC's comments on the collision monitoring outlined in the AMP and note that the AMP is still in draft form and will be finalised post-consent, in consultation with DoC as per EC2, and in accordance with the management plan certification process.

No.	Condition
a)	A data collection and analysis regime to record the frequency of bird collisions with wind turbines or the transmission line including the timing, location and duration of monitoring at a statistically derived number of wind turbines and sections of the transmission line;
b)	Identification of search areas across the Wind Farm Site, representing a range of habitat types and elevations;
c)	Methods for bird collision monitoring, including consideration of the use of drones and suitably trained dogs for carcass searching;
d)	Methods to ensure that the data collection and analysis regime provides a reliable estimate of bird strike mortality and a range of environmental conditions at wind turbines is obtained, while accounting for seasonal variations, <u>such a sooty shearwater/titi in September/October and April/May and South Island pied oystercatcher / tōrea in January and July/August</u> ;
e)	Calculation of the probability of bird carcass loss to scavengers, decomposition and other causes, taking into account temporal, environmental and other sources of variation;
f)	Calculation of the probability of carcass detection by searchers, which may include searching assisted by suitably trained dogs, taking into account temporal, environmental, searcher identity and other sources of variation;
g)	Methods to accurately record the condition (partial carcass, entire carcass or feather spot) and probable cause of death;
h)	Methods for the reporting of bird strike and mortality; and
i)	Methods to record, and electronically store, audit and backup data.

Commented [MD63]: DoC amendment accepted.

EC37B Bird collision monitoring shall be measured against the Compensation Trigger for the individual species listed in the Table 5 below. The annual mortality period shall commence following the date of the commissioning of the first wind turbine at the Southland Wind Farm and thereafter on 1 July – 30 June annually.

**Table 5: Compensation Triggers for individual species**

SPECIES	CONSERVATION STATUS	TAONGA SPECIES AS PER NGĀI TAHU CLAIMS SETTLEMENT ACT 1998	COMPENSATION TRIGGER (ANNUAL MORTALITY)
<b>Nationally Critical or Nationally Endangered Species</b>			
Australasian bittern/matuku-hūrepo	Critical	No	1
Black-fronted tern/tarapihore	Endangered	Yes	2
<b>Any other nationally critical species</b>			1
<b>Any other nationally endangered species</b>			2
<b>Nationally Vulnerable Species</b>			
Eastern falcon/karearea	Vulnerable	Yes	2

No.	Condition			
	Long-tailed cuckoo/koekoea	Vulnerable	Yes	3
	Wrybill/ngutu pare	Nationally Increasing	No	3
	<b>Any other nationally vulnerable species</b>			<b>3</b>
	<b>At Risk and Other Species</b>			
	Godwit/kūaka	Declining	Yes	5
	New Zealand pipit/pihoihoi	Declining	Yes	5
	Black-billed gull/tarāpuka	Declining	No	5
	Red-billed gull/tarāpunga	Declining	No	5
	South Island fernbird/ mātātā	Declining	Yes	5
	Pied oystercatcher/tōrea	Declining	No	5
	Sooty shearwater/titi	Declining	Yes	5
	South Island kākā	Recovering	Yes	5
	Fairy prion/titi wainui	Relict	Yes	8
	Black shag/mapuna	Relict	Yes	5
	Little shag/kawaupaka	Relict	Yes	5
	Kererū	Not Threatened (but Conservation Dependent)	Yes	5
	Pied stilt/poaka	Not Threatened	Yes	10
	<b>Any other At Risk species</b>			<b>8</b>
	<b>Any other indigenous or taonga bird species not listed above</b>			<b>50</b>

EC37D A monitoring report shall be prepared by a Suitably Qualified and Experienced Person and be provided to the Department of Conservation (Invercargill Office) for review and comment within 20 working days of the anniversary of the commencement of bird collision monitoring. The monitoring report shall present, summarise and analyse the data collected in the preceding year and report on the operation of the Project against the objective of the AMP and the Compensation Trigger for individual species set out in Condition EC37B above.

No.	Condition
	The Consent Holder shall submit the monitoring report, including all comments received from the Department of Conservation, to the District Council within 60 working days of the anniversary of the commencement of bird collision monitoring. A copy of the final monitoring report shall also be provided to the Department of Conservation (Invercargill Office).

EC37E	<p>a) In the event that the bird collision monitoring required in accordance with Condition EC37 identifies that the mortality of any individual bird species listed in Condition EC37B above has equalled or exceeded the Compensation Trigger for that individual species, then the Consent Holder shall notify the Department of Conservation (Invercargill Office) and the District Council within 24 hours of becoming aware of the exceedance.</p> <p>b) The Suitably Qualified and Experienced Person responsible for bird collision monitoring at the Southland Wind Farm shall then undertake an investigation and complete a draft report on the possible cause of the bird mortalities within 15 working days of the Consent Holder notifying the District Council. This report shall:</p> <ul style="list-style-type: none"> <li>(i) Identify whether any additional monitoring is required to further determine the potential cause of bird mortality; and</li> <li>(ii) Outline the compensation that is required to be implemented by the Consent Holder. The purpose of the compensation shall be to enhance a known habitat or breeding site of the affected bird species in New Zealand to address the residual effects of the operation of the Southland Wind Farm on avifauna. This may be in the form of additional predator control or habitat enhancement or the provision of funding to an existing or proposed predator control or habitat enhancement programme for the affected bird species.</li> </ul> <p>c) The draft report shall be immediately provided to the Expert Avifauna Panel and Department of Conservation (Invercargill Office) for review and comment. The Consent Holder shall in particular seek comment from the Expert Avifauna Panel on the adequacy of the compensation that is proposed to be implemented.</p> <p>d) The Consent Holder shall submit the report (including any comments from the Expert Avifauna Panel and the Department of Conservation and the Consent Holder's response to those comments) to the District Council for certification within 15 working days of providing the draft report to the Department of Conservation. A copy of the final report shall also be provided to the Department of Conservation (Invercargill Office).</p> <p>e) Following certification of the report, the Consent Holder shall implement the compensation requirements outlined in the final report.</p>
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**Expert Avifauna Panel**

EC38	<p>The Consent Holder shall establish an Expert Avifauna Panel to provide advice and input into the monitoring and management of potential adverse effects on avifauna. The Expert Avifauna Panel shall consist of two experts with appropriate qualifications and experience in the monitoring and understanding of avifauna.</p> <p>At least 80 working days prior to the commencement of the commissioning of the first wind turbine at the Southland Wind Farm, the Consent Holder shall:</p> <ul style="list-style-type: none"> <li>a) Nominate one expert;</li> <li>b) Invite the Department of Conservation (Invercargill Office) to nominate one expert (the expert nominated by the Department of Conservation may be an employee of, or contractor to, the Department of Conservation); and</li> <li>c) Submit, for approval by the District Council, the names and curriculum vitae of the two independent experts.</li> </ul> <p>Once agreed in writing by the District Council, the experts shall be engaged by the Consent Holder to become the Expert Avifauna Panel.</p>
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No.	Condition
EC38A	In the event that a nominated expert is not considered to have appropriate qualifications and experience by the District Council, the party which nominated the expert shall be invited to submit the name and curriculum vitae of a replacement expert with appropriate qualifications and experience to the District Council.
EC38B	The Consent Holder shall establish the Expert Avifauna Panel within five working days of the District Council selecting the two experts. The Expert Avifauna Panel shall be maintained for the duration of the operation of the Southland Wind Farm.
EC38C	In the event that either member of the Expert Avifauna Panel is unable, for whatever reason, to continue in their role in accordance with this resource consent, the party which nominated the expert shall submit the name and curriculum vitae of a replacement expert with appropriate qualifications and experience in avifauna ecology to the District Council.
EC38D	The role of the Expert Avifauna Panel is to assist the Consent Holder and District Council with the following: <ul style="list-style-type: none"> <li>a) The provision of advice in respect to the review of the AMP required by Condition EC29A;</li> <li>b) The provision of advice and assistance in the event one or more of the compensation triggers listed in Condition EC37B is equalled or exceeded, including: <ul style="list-style-type: none"> <li>i. Review and provide comments on the draft report prepared in accordance with Condition EC37E(b); and</li> <li>ii. Provide input on the compensation measures that the Consent Holder shall implement in accordance with EC37(b)(ii).</li> </ul> </li> </ul>
EC38E	The Consent Holder shall meet the reasonable costs incurred by the Expert Avifauna Panel in undertaking its role as set out in Condition EC38 – EC38D above, subject to normal business practices of invoicing and accounting.

#### Biosecurity Management Plan

EC40	To avoid the spread of pest plants or animals as a result of the construction of the Southland Wind Farm and as part of preparing the TEMP, the Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare a final Biosecurity Management Plan. The objective of the Biosecurity Management Plan shall be to outline the procedures to be implemented to avoid the spread or introduction of pest plant and animal species and diseases of indigenous plants and animals within the Project Site as a result of activities associated with the Southland Wind Farm Project.  The Biosecurity Management Plan shall include: <ul style="list-style-type: none"> <li>a) Appropriate measures (such as wheel washes, and vehicle inspections on the entry/exit of the site and inspections of any materials brought on to the site) to avoid the introduction of new weed species into the Project Site;</li> <li>b) A requirement that in the event of the discovery of boneseed, Chilean needle grass or Nassella tussock or any other Exclusion species included in the Southland Regional Pest Management Plan 2019-2029, within the Project Site during the construction of the Southland Wind Farm, the Environmental Manager and Project Ecologist shall be notified. The Environmental Manager shall ensure a photo of the plant(s) and date is recorded and the Southland Regional Council and Ministry for Primary Industries (through the Exotic Pests and Diseases hotline (0800 80 99 66)) are notified; and</li> <li>c) Any other specific measures identified for specific pest plant or animal species entering the Project Site or moving from one part of the Project Site to another.</li> </ul>
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No.	Condition
EC41	<p>In the event didymo is discovered within waterways directly affected by the construction of the Southland Wind Farm during the construction of the Southland Wind Farm, the Environmental Manager shall be notified. The Environmental Manager shall ensure the Ministry for Primary Industries is contacted through the Exotic Pests and Diseases hotline (0800 80 99 66) and that a photo of the affected area is taken and supplied with the location to the relevant authorities upon request.</p> <p>The affected waterways shall not be entered following the discovery, until the appropriate management measures have been implemented in accordance with the Biosecurity Management Plan.</p>
EC42	<p>In the event myrtle rust is discovered within the Project Site during the construction of the Southland Wind Farm, the Environmental Manager shall be notified. The Environmental Manager shall ensure the Ministry for Primary Industries is notified through the Exotic Pests and Diseases hotline (0800 80 99 66), and that a photo and location of the infected plant is recorded.</p> <p>The infected plant shall not be touched and left in place unless it is required to be cleared for Project construction purposes. If the plant is required to be cleared for Project construction purposes, the infected material shall be:</p> <ol style="list-style-type: none"> <li>Buried within the Project Site at a depth greater than 50cm; or</li> <li>Securely enclosed within a sealed bag or container and disposed of at a landfill or transfer station as general waste.</li> </ol>
<b>Riparian Offsetting Management Plan</b>	
EC43A	<p>The Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare a Riparian Offsetting Management Plan (ROMP) for the loss of any stream habitat from within the Project Site. The objective of the ROMP is to offset residual adverse effects to result in no net loss of stream habitat.</p>
EC43	<p>Where any instream works (including roading, crossings – culverts, bridges or other structures) authorised by this consent result in the loss of stream habitat from within the Project Site, the residual adverse effects arising from such loss shall be offset to result in no net loss of stream habitat. These measures shall be outlined in the ROMP and include the following:</p> <ol style="list-style-type: none"> <li>Quantification of total stream loss and modification of stream bed arising from the detailed design of the Project, in general accordance with the application documents listed in Condition G1;</li> <li>An application of the Stream Ecological Valuation (SEV) and Environmental Compensation Ratio (ECR) methodologies to determine the required amount of riparian stream plantings of existing streambed elsewhere within the catchment;</li> <li>Identification of the areas identified for riparian plantings;</li> <li>Fencing to exclude stock and feral ungulates from the areas identified for riparian plantings;</li> <li>Control of pest animal species within the riparian planted areas, including possums, hares and rabbits, for three years following the completion of the planting;</li> <li>Control of pest plant species within the riparian planted areas for 10 years following the completion of the planting in order to enable canopy closure; and</li> <li>Monitoring, reporting and management requirements until canopy closure is confirmed.</li> </ol>
EC45	<p>Any riparian planting required in accordance with the ROMP shall be completed within one (1) year of the commissioning of the wind farm.</p>
EC45A	<ol style="list-style-type: none"> <li>Works within any stream authorised by these resource consents shall not commence until Southland Regional Council has been provided with written confirmation that the Consent Holder has entered into legal arrangements and/or holds other authorisations necessary to allow entry onto land to carry out, continue and maintain all offset and compensation measures required by the Riparian Offsetting Management Plan.</li> </ol>

No.	Condition
	b) The written confirmation provided under clause (a) shall describe all the specific legal arrangements and the land to which they apply, being land purchase, agreement providing for covenanting or similar registered title instruments that have been entered into to provide the planted and retired areas to be retained in perpetuity.

EC46 All plant material shall be sourced from the rohe in which it is to be planted or be otherwise eco-sourced from the Local Ecological District, except, where it is not practicable to do so, in which case the ROMP shall set out a process of consultation with Te Ao Marama Inc. (on behalf of Ngā Rūnaka Ki Murihiku) and the Regional Council to confirm an alternative source.

#### Habitat Restoration and Enhancement Management Plan

EC47 As part of preparing the TEMP the Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare a final Habitat Restoration and Enhancement Management Plan (HREP).

EC48 The objective of the HREP is to achieve the targets set out in these consent conditions to offset and compensate for residual effects on terrestrial and wetland ecological values to achieve a 'net indigenous biological diversity gain' (offsets) or 'net positive' outcomes (compensation, where offsetting cannot be demonstrably achieved).

EC49 The purpose of the HREP shall be to address the following residual adverse effects of the Southland Wind Farm:

- a) The loss of woody indigenous dominant vegetation and copper tussock dominant vegetation from within the Project Footprint;
- b) The loss of indigenous wetland from within the Project Footprint;
- c) The loss of mātātā / South Island fernbird habitat from within the Project Footprint;
- d) Potential harm to indigenous birds from the operation of the Southland Wind Farm;
- e) Loss of habitat and/or harm to indigenous lizards and invertebrates; and
- f) Fragmentation of habitats for notable invertebrate species.

EC50 The HREP shall include, at a minimum:

- a) Confirmation of the quantum of habitat restoration and enhancement works required to offset or compensate for any residual and significant adverse effects on indigenous biodiversity as a result of the construction and operation of the Southland Wind Farm, including mapping of these locations;
- b) Calculations to support the quantum of offsetting and/or compensation where appropriate;
- c) Timing of habitat restoration and enhancement works;
- d) Methods for restoring and enhancing ecological values;
- e) A description of the habitat enhancement locations and management activities by which enhancements will be generated;
- f) Timing and frequency of pest animal and animal control, in accordance with Condition EC54 and the outcomes;
- g) All actions and performance targets to meet the requirements set out in Conditions EC51 and EC52;
- h) A description of the maintenance requirements for all exclusion fences established as part of the offsetting and compensation for the Project;
- i) Compliance monitoring schedule – to verify that stated restoration and enhancement activities have been undertaken;

**Commented [MD64]:** EDS (Mike Harding) considers residual adverse effect of fragmentation of ecologically significant vegetation on Jedburgh Plateau should be addressed in this condition. This is addressed in detail in the evidence prepared by Nick Goldwater submitted with this response, who considers Mr Harding has overstated the potential effects of fragmentation at the site. Therefore, this is not appropriate to be included in the HREP. It is also noted that (f) addresses fragmentation of habitats for notable invertebrate species.

No.	Condition
j)	A biodiversity outcome monitoring programme to: <ol style="list-style-type: none"> <li>i. Verify that expected gains in ecological values from the habitat restoration and enhancement measures have been realized;</li> <li>ii. Confirm that the performance targets set out in Condition EC52 are being achieved and maintained for the long term; and</li> <li>iii. Include undertaking repeat plot measurements and bird surveys once stock have been excluded and deer controlled, and the first round of aerial and ground-based pest control has been undertaken;</li> </ol>
k)	The roles and responsibilities of those carrying out the work, and the governance and management structures relating to the operation of the offsetting site(s); and
l)	Reporting requirements associated with the above outcomes and an adaptive management response for the offsetting and compensation measures in the event performance targets or the outcomes of the HREP are not being achieved as anticipated.

#### Offsetting and Compensation – Terrestrial Ecology and Wetlands

EC51 At the timing triggers specified in Table 6 below, the Consent Holder shall initiate the corresponding offsetting and compensation actions:

**Table 6: Offsetting and Compensation Actions**

Adverse Effect	Location	Planting / Action Required	Commencement Trigger for When Planting / Action Required
Loss of woody indigenous dominant vegetation within the Project Footprint	Jedburgh Station [refer to Figure HREP-1 attached as Appendix D to these conditions]	Ungulate exclusion fence around an approximately 245 hectare area of manuka dominated bush on the Jedburgh Station property, referred to as 'the Jedburgh Station Ecological Enhancement Area'(JSEEA).  Stock exclusion and eradication of feral deer and pigs within the JSEEA.  Enrichment planting of indigenous species at rate of 20 plants per hectare, totaling approximately 5,000 plants within the JSEEA.	Following the completion of the construction of all wind turbines within 150m of the JSEEA.
Loss of copper tussock – dominant vegetation	Matariki Forest [refer to Figure HREP-1 attached as Appendix D to these conditions]	Ungulate exclusion fence around an approximately 8 hectare site of degraded copper tussock vegetation on the Matariki Forest property, referred to as 'the Copper Tussock Enhancement and Skink Protection Area' (CTESPA).  Enrichment planting within this area at a rate determined as part of the HREP.	Following the completion of the construction of all wind turbines within 150m of the CTESPA.
Loss of fen, bog, copper tussock-rautahi marsh wetlands.	Davidson Road [refer to Figure HREP-1 attached	Stock exclusion.  An area of approximately 5.1 hectares of revegetation of exotic pasture into indigenous wetland	Prior to or at the same time as any physical construction activities or disturbance associated

No.	Condition		
	as Appendix D to these conditions]	species, totalling approximately 8,000 plants.  Enrichment planting in addition to the above of an area of approximately 6.7 hectares, to achieve overall enhancement of an approximately 11.8 hectare area of indigenous wetland restoration at this site.  Approximately 1ha of terrestrial revegetation and buffering between areas of wetland at this site, totaling 615 indigenous plants. This is additional to the measures to be set out in the ROMP.	with the Project within these wetland areas.
	Fragmentation of habitats Jedburgh Station [refer to Figures HREP 1 and HREP 5 attached as Appendix D to these conditions]	Assisted regeneration and enrichment planting of 8.7 hectares of existing tracks within the 245 hectare Jedburgh Station Ecological Enhancement Area.  Planting of discrete areas (totaling approximately 1.6 hectares) on Jedburgh Station.	No later than the completion of all earthworks required for construction.

EC52 The offsetting or compensatory measures set out in Condition EC51 shall be implemented to achieve the outcomes and performance targets in Table 7 below. Once the outcomes are achieved, they shall be maintained for the lifetime of the consent.

**Table 7: Restoration Outcomes and Performance Targets for Offsetting and Compensation**

Habitat Type	Restoration Action	Timeframe for Completion	Performance Targets to achieve no net loss (count per 10 x 10 m plot)	
Southern rata-kamahahi forest, mānuka forest and scrub, [mānuka]/tauhin u-inaka- <i>Vernonica odora</i> scrub and shrubland	Planting of 5,000 indigenous species that will be distributed throughout a c.245-ha fenced area that excludes ungulates, averaging approximately 20 plants per hectare.  Targeted deer and pig control across the Jedburgh Plateau.	Ten years following construction of ungulate exclosure around the JSEEA.	Kapuka ( <i>Griselinia littoralis</i> ) seedling count in forest and scrub <u>inside</u> ungulate exclosure	8
			Kapuka seedling count in forest and scrub <u>outside</u> ungulate exclosure	3
			Kapuka seedling count in shrubland <u>inside</u> ungulate exclosure	5
			Kapuka seedling count in shrubland <u>outside</u> ungulate exclosure	2

No.	Condition			
			Number of indicator species seedlings (<0.15m) in forest and scrub <u>inside</u> ungulate exclosure	60
			Number of indicator species seedlings (<0.15m) in forest and scrub <u>outside</u> ungulate exclosure	30
			Number of indicator species seedlings (<0.15m) in shrubland <u>inside</u> ungulate exclosure	50
			Number of indicator species seedlings (<0.15m) in shrubland <u>outside</u> ungulate exclosure	20
Copper tussock grassland	Planting of at least four indigenous species over an area of approximately eight hectares protected by an ungulate-proof fence at Matariki Forest.	Ten years following construction of the ungulate exclosure around the CTESPA.	Kapuka seedling count <u>inside</u> ungulate exclosure	5
			Number of indicator species seedlings (<0.15m) <u>inside</u> ungulate exclosure	30
All habitats	Construction of ungulate exclosures at JSEEA (c.245 ha) and CTESPA (c.8 ha).  Targeted deer and pig control across the Jedburgh Plateau.	Three years following construction of the two ungulate exclosures and the commencement of targeted deer and pig control.	Faecal pellet count (deer and pigs) <u>inside</u> ungulate exclosures	0
			Faecal pellet count (deer and pigs) <u>outside</u> ungulate exclosures	1 <sup>1</sup>
Davidson Road Wetland Restoration Site	Revegetation with indigenous species over approximately 5.1 hectares of currently exotic pasture.  Planting of at least 5 indigenous species over an area of approximately 6.7 hectares to achieve	Eight years.	90% canopy cover of indigenous wetland species.  Removal of pest plant species.	

<sup>1</sup> A score of 1 is equivalent to 12.5% of sampling points containing pellets and a score of 0 means no sampling points contain pellets.

No.	Condition
	<p>wetland enrichment planting.</p> <p>Terrestrial planting with indigenous species over a minimum area of approximately 1ha within this site.</p> <p>Pest plant control.</p> <p>Control of hares and/or rabbits (if required).</p>
EC53	<p>As part of the HREP, the Consent Holder shall prepare detailed site layout plans for all of the areas set out in Condition EC51. These plans shall be prepared in consultation with Te Ao Marama Inc. (on behalf of Ngā Rūnaka Ki Murihiku) and the landowners (where applicable), and include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a) Areas showing the location, type and height of fencing; and</li> <li>b) Areas showing the planting or any other works to be undertaken within the site.</li> </ul>
EC53A	<p>The Consent Holder shall maintain all pest exclusion fences established in accordance with Condition EC51 for the duration of the operation of the Southland Wind Farm in accordance with the methods set out in the HREP.</p>
EC53B	<p>Following the completion of construction of the Southland Wind Farm, the Consent Holder shall narrow and re-vegetate (with like for like vegetation) any roads within the Project Footprint constructed for the Southland Wind Farm, where it is reasonably practicable to do so in respect of the long-term operational maintenance of the Southland Wind Farm.</p>
EC54	<p>The following additional measures to compensate for residual adverse effects on indigenous biodiversity shall be implemented by the Consent Holder, in accordance with the methodologies prescribed in the HREP. Unless otherwise stated in the HREP, or in the condition below, these measures shall be implemented by the Consent Holder until the performance measures set out in Condition EC52 and EC57 have been confirmed as being achieved or for the duration as stated below:</p> <ul style="list-style-type: none"> <li>(a) Undertake aerial pest control of introduced mammalian pests across indigenous vegetation and habitats on 1,400 hectares on Jedburgh Station identified as the 'Jedburgh Station Pest Control Area', no less than every three (3) years from the commencement of the construction of the Southland Wind Farm for the duration of the operation of the Southland Wind Farm;</li> <li>(b) Undertake targeted ground-based predator control alongside all wind farm roads within the 1,400 hectare Jedburgh Station Pest Control Area in accordance with the HREP for the duration of the operation of the Southland Wind Farm;</li> <li>(c) Undertake targeted deer and pig control on Jedburgh Plateau every six (6) months for two (2) years following the commencement of the commissioning of the wind turbines, and no less than every three (3) years following that for the duration of the operation of the Southland Wind Farm;</li> <li>(d) Undertake targeted and intensive (not less than two (2) bait stations per hectare and a line of four traps) ground-based predator control across 55 hectares on the Jedburgh Plateau, designated as 'the Plateau Fauna Enhancement Area' to benefit the local populations of fernbird, New Zealand pipit, lizards and invertebrates following the commencement of construction activities, or disturbance associated with the Project, of any wetland on the Project Site, for the duration of the operation of the Southland Wind Farm;</li> <li>(e) Undertake ground-based pest control at the Davidson Road wetlands to protect plantings and restoration of this site, referred to as the 'Davidson Road Wetland Restoration Site', following the commencement of construction activities, or disturbance associated with the Project, of any</li> </ul>

No.	Condition
	wetland on the Project Site;
	(f) Enhance habitat for indigenous lizards and invertebrates by transferring woody debris, and logs, and rock stacks into proposed relocation sites, as outlined in the LMP and TIMP;
	(g) Undertake pest plant control within the following areas and for the durations as stated below: <ul style="list-style-type: none"> <li>i. Indigenous-dominated habitats located within 50m of all roads and structures for a minimum of three years following the commencement of the operation of the Southland Wind Farm;</li> <li>ii. The Copper Tussock Enhancement and Skink Protection Area for a minimum of ten years following the commencement of the operation of the Southland Wind Farm;</li> <li>iii. The Davidson Road Wetland Restoration Site for a minimum of five years following the completion of the first planting season;</li> </ul>
	(h) Undertake targeted control of mice within lizard relocation sites, as outlined in the HREP, every three months for the first five years following the commencement of the operation of the Southland Wind Farm. Following completion of the fifth year of mice control, the frequency and duration of the pest control shall be determined by a Suitably Qualified and Experienced Person, based on the results of the reduction target monitoring required by Condition EC56; and
	(i) Undertake monitoring and control of wilding conifers in wetlands and indigenous-dominated terrestrial habitats on the Project Site for the duration of the operation of the Southland Wind Farm, <u>in accordance with the methods outlined in the HREP.</u>

EC56	<p>a) Prior to the commencement of mammalian pest management required by Condition EC54, the Consent Holder shall undertake baseline pest monitoring to provide baseline data on pest animal densities.</p> <p>b) Commencing one (1) year following the implementation of the pest management required by Condition EC54, the Consent Holder shall undertake reduction target monitoring annually to verify that reduction targets outlined in Condition E57 have been achieved for target species.</p> <p>c) If the monitoring required by Condition EC56(b) identifies that the targets have not been met and are at levels consistent with the thresholds outlined in Condition E57, the Consent Holder shall implement additional mammalian pest management in accordance with the HREP.</p>
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EC57 The mammalian pest control measures implemented by the Consent Holder in accordance with the HREP, shall be required to achieve the target outcomes shown in Table 6 below:

**Table 6 Mammalian pest control management targets and thresholds**

Pest Species	Location	Management Target	Threshold – Indicating Where Additional Management is Required to be Implemented
Possums	Southern rāta-kamahi forest within the JSEEA	< 5% Residual Trap Catch	≥ 10 % Residual Trap Catch
Rats	Gecko Soft Release Pen, CTESPA, Plateau Fauna Enhancement Area, Jedburgh Plateau Skink Release Area	< 5% Tracking Tunnel Index	≥ 10 % Tracking Tunnel Index

**Commented [MD65]:** Note that the HREP will be updated to include details of this requirement which is also discussed further in Nick Goldwater’s evidence.

No.	Condition
	<p>Mice                      Gecko Soft Release Pen,      &lt; 10% Tracking Tunnel      ≥ 15% Tracking Tunnel  CTESPA, Jedburgh Plateau      Index                                      Index  Skink Release Area</p>
EC57A	Prior to the commencement of the implementation of pest control at the lizard release area(s), the Consent Holder shall consult with the Department of Conservation (Invercargill Office) on the pest control methods that will be implemented at the lizard release area(s) to ensure the pest control methods implemented do not directly or secondarily affect lizards.
EC58	<p>(a) In accordance with the methods set out in the HREP, for twelve (12) years following the commencement of the implementation of the habitat restoration and enhancement measures set out in the HREP, the Consent Holder shall engage a Suitably Qualified and Experienced Person to conduct biodiversity outcome monitoring of the enhancement sites every three (3) years to determine that all offsetting and compensation actions have been undertaken in accordance with the HREP.</p> <p>(b) Following the initial 12 years, the review shall then occur at years 15, 20 and 25.</p> <p>(c) The purpose of this review shall be to ensure that these actions have been achieved or sufficient progress has been made in order to achieve the performance targets set out in Condition EC52.</p>
EC58A	<p>In the event the review required by Condition EC58 determines that the expected outcomes of the implementation of the HREP will not be realised, the Consent Holder shall revise the HREP to provide for new offsetting and compensation requirements to achieve the outcomes required by the HREP and the performance targets outlined in Conditions EC52 and EC57.</p> <p>The revised HREP shall:</p> <p>(a) Be completed within five (5) months of the completion of the review required by Condition EC58;</p> <p>(b) Be provided to Te Ao Marama Inc. (on behalf of Ngā Rūnaka Ki Murihiku) and the Department of Conservation with an invitation to provide feedback; and</p> <p>(c) Then be provided to the relevant Regional and District Council for review and certification <b>in accordance with the process set out in Condition MP11</b> and the Consent Holder shall implement the revised HREP, including any additional offsetting and compensation requirements, following certification.</p>
EC59	<p>a) Construction activities shall not commence until the relevant District Council and Regional Council has been provided with written confirmation that the Consent Holder has entered into enduring legal agreements or holds other authorisations necessary to allow entry onto land to carry out, continue and maintain all offset and compensation measures required by the HREP.</p> <p>b) The written confirmation provided under clause (a) shall specifically describe the specific enduring legal arrangements that have been agreed to be entered into that provide for the Jedburgh Station Ecological Enhancement Area, Copper Tussock Enhancement and Skink Protection Area and Davidson Road Wetland Restoration Site to be retained in perpetuity, which and may include land purchase / ownership, agreement by providing for covenanting or similar registered title instrument.</p>
EC59A	<p>a) At least three (3) months prior to the commencement of construction activities, the Consent Holder shall engage a Suitably Qualified and Experienced Person to recalculate the Biodiversity Offsetting Accounting Model completed for the Project to reflect:</p> <p>i. The final area of terrestrial vegetation and wetland habitats that will be removed as a result of the completion of detailed design of the Southland Wind Farm and confirmed Project Footprint; and</p> <p>ii. The use of the Wind Farm Site anticipated during the operation of the Southland Wind Farm.</p>

**Commented [MD66]:** Comment from SDC if this requires the independent reviewer. These amendments would meet the threshold for a material amendment as set out in MP11, therefore, the process set out in that condition (which involves the independent reviewer) will apply to the certification of the updated HREP. Amendment to this condition to clarify.

No.	Condition
	b) In the event the recalculation of the Biodiversity Offsetting Accounting Model results in requirements that differ to those required by Conditions EC51, EC52 and EC54, the HREP shall be revised to provide for updated habitat enhancement and compensation measures to address the loss of terrestrial vegetation and wetland habitats. This shall be considered as a material amendment to the HREP and certified in accordance with Condition MP11.

#### Bat Management Plan

EC60	<p>a) The Consent Holder shall engage a Suitably Qualified and Experienced Person to prepare a Bat Management Plan (BMP) as part of the TEMP. The objective of the BMP shall be to set out the management response measures necessary to avoid, remedy, mitigate, and compensate for the actual or potential adverse effects of the Project on long-tailed bats.</p> <p>b) The purpose of the BMP is to:</p> <ol style="list-style-type: none"> <li>Set out the management and monitoring requirements of long-tailed bats within identified higher-risk areas for the species within the Wind Farm Site during its operation; and</li> <li>Set out the measures to achieve the requirements of Conditions EC75-EC79, including any monitoring requirements of pests and predators, to compensate for residual adverse effects on long-tailed bats.</li> </ol> <p>c) The BMP shall be reviewed by the Expert Bat Panel required by Conditions EC79A – EC79G. The Expert Bat Panel shall replace the role of the Independent Management Plan Reviewer required by Condition MP5. The Consent Holder shall make every reasonable effort to address the recommendations to the satisfaction of the Expert Bat Panel.</p> <p>d) The Consent Holder shall then provide the BMP, including an explanation of any differences in opinion between the Consent Holder and the Expert Bat Panel as to the contents of the BMP, to the relevant District Council for certification as part of the TEMP, in accordance with Condition MP6.</p>
EC62	<p>In order to achieve the objective established in Condition EC60 above, the BMP shall, as a minimum, set out the following:</p> <ol style="list-style-type: none"> <li>The methods to minimise direct habitat disturbance onsite (i.e. potential roosting sites) during construction of the Southland Wind Farm, including through the adoption of potential bat roost checks before any tall tree clearance occurs;</li> <li>Confirmation of the key habitat for long-tailed bats within the Wind Farm Site. This information will then be used to delineate "higher risk areas" for the species within the Wind Farm Site;</li> <li>A description of the methods to minimise the risk of bats colliding with wind turbines within higher-risk areas of the Wind Farm Site during its operation;</li> <li>Monitoring and tree-felling protocols for high risk potential bat roost trees in order to minimise the risk of harming long-tailed bats;</li> <li>Bat monitoring requirements during the operation of the Southland Wind Farm, including the reporting requirements; and</li> <li>Methods to achieve the compensation measures for long-tailed bats, monitoring of pests and predators and reporting requirements.</li> </ol>
EC63	<p>a) Prior to any vegetation disturbance or removal for construction purposes between 1 October and 30 April, trees within old/mature stands of exotic trees near MAT-01, MAT-16, MAT-17, MAT-07 and MAT-12 planned to be removed or limbed as part of the construction of the wind farm with a diameter at breast height (DBH) greater than 15cm will require identification and assessment to confirm whether they are High or Low risk potential bat roost trees, in accordance with the methods set out in the BMP.</p>

No.	Condition
	b) In the event any High-Risk bat roost trees are identified, the Consent Holder shall engage a Suitably Qualified and Experienced Person to undertake the measures outlined in the BMP prior to the felling or trimming of the tree.

**Post-construction Long-tailed Bat Monitoring and Curtailment Approach**

EC66	<p>a) During the operation of the Southland Wind Farm, the Consent Holder shall implement acoustically based live curtailment at each of the following turbine locations:</p> <p>MAT – 01  MAT – 02  MAT – 03  MAT – 04  MAT – 06  MAT – 07  MAT – 12  MAT – 16  MAT – 17</p> <p>b) Bioacoustic sensor(s) and frequency analyser(s) (together bat detection system) shall be installed, on the nacelle of each of the wind turbines listed above prior to the commissioning of the wind turbine.</p> <p>c) The bat detection system installed on the wind turbine shall be connected to the wind turbine control system in order to feather and curtail the operation of the wind turbine when the bat detection system detects a long-tailed bat. If no further bat activity is recorded for a duration of 10 minutes, the wind turbine will be permitted to restart its operations.</p> <p>d) The bat detection system shall only be implemented if commercially available bat detection systems that the Expert Bat Panel required by Condition EC79A is satisfied can be configured to detect long-tailed bats in real time and the turbine control system is adapted to stop the turbine based on the detection signal. In the event the Expert Bat Panel is not satisfied the bat detection system is appropriate in accordance with this condition, the Consent Holder shall apply the set curtailment regime outlined in Condition EC67 at the wind turbines identified in EC66(a).</p> <p>e) If the Project Site winter environmental conditions are outside the specification of the bioacoustics sensor, the sensor can be removed from the turbine between 1 June to 31 August.</p> <p>f) For a period of up to three (3) years following the commissioning of the first wind turbine listed in EC66(a), data from the live curtailment system and the bioacoustics monitoring completed in accordance with Condition EC73 shall be collected to assess the efficacy of the live curtailment system in managing adverse effects on long-tailed bats.</p>
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EC67	<p>In the event the Expert Bat Panel required by Condition EC79A determines, based on the results of the bioacoustics monitoring required by Condition EC73, that the acoustically-based live curtailment applied to any, or all, of the wind turbines identified in Condition EC66 is not effectively managing adverse effects on long-tailed bats, the Consent Holder shall immediately cease the live curtailment for the identified turbine(s) and implement a set curtailment regime for those wind turbine(s).</p> <p>The set curtailment regime shall be implemented at the identified wind turbine(s) as follows:</p> <p>a) During the period 15 February to 15 April each year; and</p> <p>b) From sunset to sunrise.</p> <p>During these periods, the wind turbine subject to the curtailment regime shall not operate when all of the following parameters apply:</p>
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No.	Condition
	<ul style="list-style-type: none"> <li>i. The wind speed is less than 5m/s measured at the hub height of the wind turbine; and</li> <li>ii. The ambient temperature is greater than 8 ° C, measured at sunset at the hub height of the wind turbine; and</li> <li>iii. Rainfall has been measured as being less than 1.5mm/hour at the hub height of the wind turbine.</li> </ul>

EC72	<ul style="list-style-type: none"> <li>a) The Consent Holder shall engage a Suitably Qualified and Experienced Person to review the BMP, in consultation with the Expert Bat Panel following the first three years of commissioning of the wind turbines listed in Condition EC66, and every ten (10) years thereafter for the duration of the operation of the Southland Wind Farm. The purpose of this review is to assess the efficacy of the on-site long-tailed bat management measures and shall be informed by the post-construction monitoring report required by Condition EC73 below.</li> <li>b) The Consent Holder shall provide a report on the results of the review to the relevant District Council within 60 working days of the completion of the monitoring period.</li> <li>c) Any amendments that are made to the BMP following the review shall be completed in accordance with Condition MP11 of this consent (Material Amendment to a Management Plan). Should any material amendments be made to the BMP, the Consent Holder shall provide the draft amendments to Te Ao Marama Inc. (on behalf of Ngā Rūnaka Ki Murihiku) and the Department of Conservation (Invercargill Office) for review and comments prior to certification in accordance with Condition MP8.</li> </ul>
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**Commented [MD67]:** Comment from SDC that ten years is a long gap. Contact disagrees, particularly given the relatively low bat activity within the Wind Farm Site and considers a five yearly review of the BMP for the duration of the operation of the Southland Wind Farm is too onerous. It is also noted that condition G11 also provides the Council with the ability to undertake a review of the management plan every five years during the operation of the Southland Wind Farm if it considers the management plan is not appropriately managing effects of the wind farm on bats.

EC73	<p>On an annual basis and for a period of five years following the commissioning of the wind turbines, and every five years thereafter for the duration of the operation of the Southland Wind Farm, the Consent Holder shall engage a Suitably Qualified and Experienced Person to complete bioacoustic monitoring of long-tailed bats across the Southland Wind Farm Site between November – April. During each annual season, two surveys shall be completed during this period, and at least one of these surveys shall be completed between February and April.</p> <p>The purpose of this further monitoring shall be to confirm the effectiveness and ongoing necessity of the bat management response at the specific wind turbines identified in Conditions EC66, and more specifically to:</p> <ul style="list-style-type: none"> <li>a) Assess the extent to which long-tailed bats are attracted to wind turbines, noting this is primarily a research output;</li> <li>b) Assess the effectiveness of the acoustically based live curtailment required by Condition EC66 in managing adverse effects on long tailed bats; and</li> <li>c) Provide data on long-tailed bat activity at wind turbine sites where curtailment is not required, in accordance with the methods outlined in the BMP.</li> </ul>
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EC74	The results of the post-construction monitoring required by Condition EC73 shall be submitted to the Expert Bat Panel required by Condition EC79A for review. This evaluation will determine whether additional monitoring is warranted or if adjustments to the on-site management strategy at the specific wind turbines identified in Condition EC66 are necessary.
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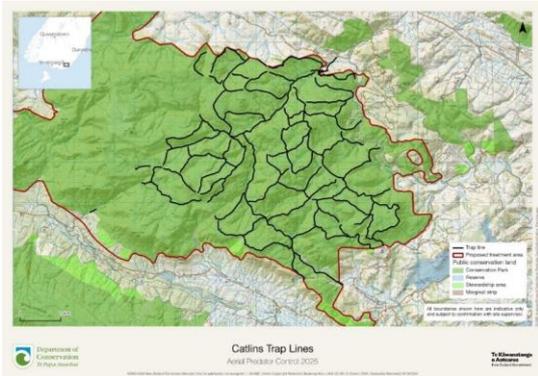
#### Bat Compensation

EC75	The Consent Holder shall implement a Bat Compensation Strategy (BCS) in collaboration with the Department of Conservation and its Bat Recovery Group. This strategy aims to meet the objectives outlined in Condition EC76 below and enhance the habitat for a known population of long-tailed bats, as well as forest bird species, within a 10,000ha treatment enhancement area in the Beresford Range, Catlins, as indicated on Map A below. <u>The spatial extent of the treatment area may be modified in the event it is determined that bat roosts in the area have moved, as determined by the Expert Bat Panel in consultation with the Department of Conservation, to ensure the treatment area encompasses the area where long-tailed bats are present.</u>
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**Commented [MD68]:** Amendment to address comment from WCPS to enable modifications to the treatment area to ensure the area encompasses the area where bats are roosting, in the event they move outside of this area. This will only be determined by the Expert Bat Panel in consultation with DoC.

No.	Condition
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**Map A:** Location of long-tailed bat treatment area in the Beresford Range, Catlins.



EC76	<p>The objectives of the BCS required by Condition EC75 are to:</p> <ol style="list-style-type: none"> <li>Provide funding to enhance the habitat of a known long-tailed bat population within the Catlins Forest and Beresford Range in particular in order to address any residual effects of the operation of the Southland Wind Farm on long tailed bats;</li> <li>Provide funding that is able to target predators through trapping and other methods in order to increase the likelihood of successful breeding of the long-tailed bats in this area of the Catlins Forest; and</li> <li>Provide funding to assist in monitoring the success of the predator control programme by monitoring the Mohua (yellow head) bird population, which is a known indicator of the overall health of the indigenous biodiversity area.</li> </ol>
EC77	<p>In achieving the objectives in Condition EC76, the Consent Holder shall:</p> <ol style="list-style-type: none"> <li>Provide the funding as per the requirements of Condition EC78 to the Department of Conservation;</li> <li>Work with the Department of Conservation and the Bat Recovery Group to ensure those funds are primarily focussed on the Catlins Forest and/or enhancement of long-tailed bat habitats and populations; and</li> <li>Work with the Department of Conservation to foster an increased understanding of the impacts of wind turbines on long-tailed bat populations.</li> </ol>
EC78	<p>The Consent Holder’s contribution to the BCS shall comprise an initial payment to the Department of Conservation of \$300,000, payable upon commencement of the construction of the Southland Wind Farm. The purpose of this payment is to assist with the funding required for track building and maintenance, and the purchase of traps and resources to deploy them within the targeted area shown on Map A in Condition EC75.</p> <p>Thereafter, the Consent Holder shall be required to pay \$150,000 per annum CPI (all groups) adjusted from 1 July 2025 to the Department of Conservation for the life of the Southland Wind Farm. This contribution will be used to assist with ongoing predator control for long-tailed bats and the monitoring of Mohua / yellowhead birds and long-tailed bats within the area shown on Map A (at the discretion of the Department of Conservation and subject to consultation with the Bat Recovery Group).</p>
EC79	<p>The Consent Holder shall, on a five yearly basis for the life of the Southland Wind Farm, submit a summary report to the District Council providing details on:</p>

No.	Condition
	<ul style="list-style-type: none"> <li>a) The amount of funding paid to the Department of Conservation in the preceding years and what it understands it has been utilised for in terms of benefiting long-tailed bat populations in the Catlins Forest;</li> <li>b) A summary of any results from any Mohua monitoring undertaken by the Department of Conservation within the area outlined in Map A; and</li> <li>c) A summary of any bat monitoring undertaken by the Department of Conservation within the area outlined in Map A.</li> </ul>

#### Expert Bat Panel

EC79A The Consent Holder shall establish an Expert Bat Panel to provide advice and input into the monitoring and management of potential adverse effects on long-tailed bats and to peer review and guide the development of detailed monitoring requirements. The Expert Bat Panel shall consist of two experts with appropriate qualifications and experience in the monitoring of and understanding of long-tailed bats.

At least 80 working days prior to the commencement of construction activities authorised as part of this resource consent the Consent Holder shall:

- a) Nominate one expert;
- b) Invite the Department of Conservation (Invercargill Office) to nominate one expert; and
- c) Submit, for approval by the District Council, the names and curriculum vitae of the two independent experts.

Once agreed in writing by the District Council, the experts shall be engaged. The expert nominated by the Department of Conservation (Invercargill Office) may be an employee of, or contractor to, the Department of Conservation.

EC79C In the event that a nominated expert is not considered to have appropriate qualifications and experience by the District Council, the party which nominated the expert shall be invited to submit the name and curriculum vitae of a replacement expert with appropriate qualifications and experience to the District Council.

EC79D The Consent Holder shall establish the Expert Bat Panel within five working days of the District Council selecting the two experts. The Expert Bat Panel shall be maintained for the duration of the long-tailed bat monitoring required by Condition EC73.

EC79E In the event that either member of the Expert Bat Panel is unable, for whatever reason, to continue in their role in accordance with this resource consent, the party which nominated the expert shall submit the name and curriculum vitae of a replacement expert with appropriate qualifications and experience in long-tailed bat ecology to the District Council.

EC79F The role of the Expert Bat Panel is to assist the Consent Holder and the District Council with the following:

- a) The provision of advice in respect of the Consent Holder's responsibilities in accordance with this resource consent in relation to the monitoring and management of potential adverse effects on long-tailed bats, including any reviews of the BMP; the effectiveness of live curtailment and operation of the turbine in accordance with Condition EC72; and the implementation of set curtailment parameters (if set curtailment is applied to any wind turbine in accordance with Condition EC67);
- b) The provision of oversight into the implementation of the conditions of this resource consent relating to the monitoring and management of potential adverse effects on long-tailed bats in accordance with Condition EC73 in particular; and

No.	Condition
	c) Providing advice and assistance to the Consent Holder and the District Council in the event of any long-tailed bat mortality events or investigations.

EC79G The Consent Holder shall meet the reasonable costs incurred by the Expert Bat Panel in undertaking its role as set out in Condition EC79A – EC79F above, subject to normal business practices of invoicing and accounting.

#### General Report of Bird and Bat Carcasses

EC80 In the event an injured native bird or bat is found on the Project Site during construction or operation of the Project, the following procedures will be implemented:

- Injured native birds or bats shall be taken immediately to a veterinarian approved by the Department of Conservation for assessment;
- Birds or bats shall be placed in a cool, dark, material-lined box/bag by or under the direction of a Suitably Qualified and Experienced Person to ensure the bird or bat is handled appropriately;
- The local Department of Conservation office or Department of Conservation hotline (if after hours) will be contacted no longer than 24 hours after the injured or dead bird or bat is found. The DOC hotline is 0800 DOCHOTLINE (0800 362 468); and
- The incident must be reported to the District Council, Regional Council, and Te Ao Marama Inc. (on behalf of Ngā Rūnaka Ki Murihiku) as soon as practicable after the event.

EC81 In the event any evidence is found of injury and/or mortality of any 'Threatened' or 'At Risk' species in accordance with the New Zealand Threat Classification System through interaction with wind farm infrastructure, the Department of Conservation shall be contacted immediately and then a 'Threatened' or 'At Risk' species report shall be prepared by a Suitably Qualified and Experienced Person for the relevant District Council within ten (10) working days.

This report shall detail a suitable monitoring and management regime that shall be implemented by the Consent Holder to address any net negative impact at the local population level on these species.

EC82 The Consent Holder shall ensure all personnel working on-site are responsible for alerting a Suitably Qualified and Experienced Person and the site manager of the discovery of any 'At Risk' or 'Threatened' avifauna or bat not otherwise identified in the AMP or BMP on the same working day as the discovery.

Any 'At Risk' or 'Threatened' avifauna or bat species not identified in the AMP or the BMP shall be reported to the Department of Conservation Local Area Manager and Te Ao Marama Inc. (on behalf of Ngā Rūnaka Ki Murihiku). All such discoveries shall be recorded in a database with an incident register and log of actions taken for each discovery.

#### STAKEHOLDER COMMUNICATION AND ENGAGEMENT

No.	Condition
<b>Stakeholder Communication and Engagement Management Plan</b>	

SC1 Prior to the commencement of the construction of the Southland Wind Farm, the Consent Holder shall prepare a Stakeholder Communication and Engagement Management Plan. The objective of the Stakeholder Communication and Engagement Management Plan shall be to set out the procedures detailing how the public and stakeholders are communicated with throughout the construction and operation of the Southland Wind Farm.

The Stakeholder Communication and Engagement Management Plan shall be certified by the relevant District Council in accordance with Conditions MP1-MP11.

No.	Condition
SC2	<p>The Stakeholder Communication and Engagement Management Plan shall include the details to meet Conditions SC3-SC10 below, including the following:</p> <ul style="list-style-type: none"> <li>a) The details of the members of the Community Liaison Group required by Condition SC6, including the procedure for inviting and confirming members;</li> <li>b) The details of a contact person available on the Project Site during construction of the Project;</li> <li>c) A list of stakeholders and residents who agree to be communicated with in relation to the Project activities;</li> <li>d) The communication platforms to be used, and the programme for their use, including a Project website that is used to provide information to the public;</li> <li>e) Topics of communication, including funding opportunities;</li> <li>f) Details of the complaints procedure; and</li> <li>g) Monitoring and review procedures.</li> </ul>

**Commented [MD69]:** SDC comment that a minimum number of membership should be specified here. Contact considers this is best addressed via Condition SC6 and SC9, noting that Contact cannot require local residents to be part of the community liaison group if they do not wish to be. Contact also notes SDC's comments regarding an EOI process and consider this can be set out in the management plan, noting SDC will certify this plan.

**Commented [MD70]:** SDC note they wish to be on this stakeholder list - this is noted and Contact will include SDC in this list when the management plan is finalised

**Commented [MD71]:** SDC amendment accepted.

### Complaints Procedure

SC3	<p>The Consent Holder shall establish a procedure to address any complaints received during construction and thereafter during operation of the Project. Such process will include the development of a complaints register(s) that shall include the following information:</p> <ul style="list-style-type: none"> <li>a) Details of the complaint;</li> <li>b) Where appropriate and/or relevant, the date, time, weather conditions, photographs and duration of the incident that resulted in the complaint;</li> <li>c) Where appropriate and/or relevant, the location of the complainant when the incident was detected;</li> <li>d) The possible cause of the incident;</li> <li>e) Any corrective action taken by the Consent Holder in response to the complaint, including the timing of the corrective action; and</li> <li>f) A summary of the outcome of the complaint.</li> </ul>
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SC4	<p>Subject to privacy requirements, a summary of the complaints register(s) shall be made available to the relevant District Council and Regional Councils (as relevant) at all reasonable times upon request. Due to privacy requirements, the Consent Holder shall ask the complainant at the time of a complaint if they wish for their name and contact details to be provided to the relevant District and Regional Councils upon request.</p>
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**Commented [MD72]:** SDC amendment accepted.

SC5	<p>At all times the Consent Holder shall maintain a dedicated and up to date webpage which provides a specified point of contact and local telephone number for the public to contact in respect of the Southland Wind Farm operations.</p>
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### Community Liaison and Communication

SC6	<p>At least three (3) months prior to the commencement of construction works authorised as part of this resource consent, the Consent Holder shall invite the establishment of a Community Liaison Group for the Project and co-ordinate its activities.</p> <p>Subject to Condition SC10 below, this group is to be consulted, as a minimum, at least six (6) monthly or as otherwise provided for by the terms of reference established in Condition SC7.</p>
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**Commented [MD73]:** SDC amendment accepted.

No.	Condition
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SC7 The objective of the Community Liaison Group is to facilitate information flow between the Consent Holder’s management team and the community and will be an on-going point of contact between the Consent Holder and the community. The Consent Holder shall prepare a Terms of Reference in consultation with the Community Liaison Group that outlines its purpose and functions which shall include the following:

- Acting as a forum for relaying any community questions or concerns and requests for information about the construction and operation of the Project to the Consent Holder’s on-site management team;
- Developing acceptable means of addressing (where possible) and managing those questions or concerns;
- Reviewing the implementation of measures to resolve and manage community concerns;
- Administering the Community Benefit Fund established in accordance with Condition SC10, including determining how the fund will be operated; and
- Frequency of meetings.

**Commented [MD74]:** SDC set out what it considers the terms of reference should be. Contact considers these matters are appropriately set out in this condition as drafted.

SC8 The Consent Holder shall be responsible for:

- Convening the meetings of the Community Liaison Group. Quorum shall be over 51% of members in attendance either in person or via electronic attendance;
- Covering the direct costs associated with the establishment and operation of the meetings;
- Providing any relevant and up to date information on the Project;
- Providing a draft of all management plans required under Condition MP1 to the Community Liaison Group for comment at least 15 days prior to submitting the management plans to the relevant Council(s) for certification;
- Providing copies of certified management plans required under Condition MP1 to the Community Liaison Group within 15 working days following the certification of the management plan; and
- Keeping and distribution of the Community Liaison Group’s minutes and upcoming meeting agendas to all participants in the Liaison Group.

A person independent of the Consent Holder shall chair the meetings, unless otherwise agreed.

**Commented [MD75]:** SDC amendment accepted.

**Commented [MD76]:** SDC amendment accepted.

**Commented [MD77]:** SDC amendment accepted.

SC9 The Consent Holder shall notify its intention to establish a Community Liaison Group for the Project by public notice. The Consent Holder shall invite, as a minimum, the following parties to participate in the Community Liaison Group:

- A representative of each of the Southland District Council, Southland Regional Council and Gore District Council;
- A representative from the Waihopai Toetoe Community Board; and
- Local residents (four (4) representatives) who shall not reside at the same address.

**Commented [MD78]:** Amendment for clarification.

**Commented [MD79]:** SDC comment addressed

The Consent Holder shall not be in breach of this Condition if any one or more of the parties specified above does not wish to be a member of the Community Liaison Group or to attend any particular meetings of the Community Liaison Group. In such circumstances, the Consent Holder shall use all reasonable endeavours to appoint replacement participants in order to maintain representation on the Community Liaison Group, and upon request from the relevant Council will provide evidence of the endeavours undertaken to continue the group.

**Commented [MD80]:** SDC amendment accepted.

No.	Condition
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SC10 Prior to commencement of construction activities, the Consent Holder shall establish a Community Benefit Fund with an initial contribution of \$200,000 for the purpose of providing grants for the benefit of the local community. The Consent Holder shall:

- a) Contribute a minimum of \$70,000 per year (indexed annually for inflation) during construction and operation of the Southland Wind Farm; and
- b) Contribute an additional \$250 per year (indexed annually for inflation) to the fund for every MW above 200 MW of installed capacity.

Grants will be distributed from the Community Benefit Fund at the discretion of the Consent Holder following consultation with the Community Liaison Group. However, priority consideration will be given to projects or people residing within the Waimumu-Kaiwera, Clinton and Wyndham-Catlins statistical area as identified on the Statistics New Zealand Geographic Boundary Viewer. The Consent Holder shall not unreasonably withhold distribution of grants that are recommended by the Community Liaison Group.

The Consent Holder shall ensure that at least 70% of the funds accumulated shall be distributed each calendar year, unless otherwise agreed with the Community Liaison Group.

The Consent Holder shall provide a summary of the details of the distribution of the Community Benefit Fund for the period 1<sup>st</sup> July – 30<sup>th</sup> June to the relevant District and Regional Councils and Community Liaison Group, by the 30<sup>th</sup> of September each year during the construction and operation of the Southland Wind Farm.

**Commented [MD81]:** Contact notes SDC's comment on this condition regarding the distribution of the grant to be predominantly within the Southland District. Whilst Contact agrees with the general intention that grant distributions be focussed on the Southland District, Contact considers the condition as drafted is sufficient and considers it is unnecessary to amend the condition to be more specific (and could inadvertently constrain the appropriate use of the Fund).

**Commented [MD82]:** Amendment for clarification.

**Commented [MD83]:** ES amendment accepted.

**TRAFFIC**

No.	Condition – 27 June 2024
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**Construction Traffic**

TR1 In accordance with Condition MP2, the Consent Holder shall prepare a Construction Traffic Management Plan (CTMP) to form part of the CEMP. The objective of the CTMP shall be to describe the measures that shall be implemented to comply with the conditions of these consents and to minimise adverse effects on private access, ensure that traffic safety and efficiency is provided for, and to minimise damage to private and public property including roads as a result of the construction of the Southland Wind Farm.

TR2 The CTMP must be prepared by a Suitably Qualified and Experienced Person and shall address, at minimum:

- a) Site access arrangements;
- b) Travel routes;
- c) Construction programme;
- d) Predicted traffic volumes;
- e) Detailed management requirements for the transport of over-dimension and /or over-weight loads to the Project Site, including:
  - (i) Timing and frequency;
  - (ii) Identified constraints;
  - (iii) Procedures and contingency plans, including for co-ordination and communication with other parties;

No.	Condition – 27 June 2024
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(iii)(iv) Management of noise emissions, including specific mitigation measures that may be adopted to address noise effects.

Commented [MD84]: SDC amendment accepted.

- f) Driver protocols;
- g) The nature and timing of any road and/or intersection improvements necessary, including the construction of passing bays agreed in consultation with Gore District Council the relevant road controlling authority;
- h) Pavement maintenance requirements;
- i) Monitoring of construction vehicle movement on the public road network and provision of the results of that monitoring to the relevant District Council;
- j) Temporary traffic management controls to be installed at the site accesses, intersections, stock crossings and/or local accesses, including measures to prevent accidental public access to the Project Site;
- k) Communication and complaints arrangements, including the specific role of the Community Liaison Group (established under Condition SC6) in respect of construction traffic matters;
- l) Measures for the removal of debris and/or tracking materials during construction from public roads or places;
- m) Timing of construction traffic to minimise disruption to, and any potential safety effects on, users of the local transport network, including any opportunity for shared travel plans to minimise traffic movements; and
- n) Practices to be adopted to:
  - (i) Reduce conflict with stock droving on the affected roads; and
  - (ii) Minimise the risk to students travelling to and from school.

Commented [MD85]: SDC amendment accepted.

TR2A A copy of the CTMP shall be made available on the Project website and, at a minimum, the following people and organisations shall be notified electronically of updates to the CTMP:

- a) Community groups in Wyndham, Edendale, Mataura and Gore;
- b) Waka Kotahi NZ Transport Agency;
- c) Invercargill City Council;
- d) Southland District Council;
- e) Gore District Council;
- f) KiwiRail;
- g) Forestry logging companies;
- h) Fonterra, as operators of the Edendale factory;
- i) School bus operators in the relevant districts;
- j) Mataura Valley Milk;
- k) Open Country Dairy;
- l) Transporting NZ; and
- m) The Community Liaison Group.

TR3 The costs for any local physical improvement works undertaken on the roading network to accommodate access to the Project Site (including replacement or upgrading of existing bridges and culverts which do not currently have the capacity to carry the proposed loads) shall be met by the Consent Holder. The Consent Holder shall submit design plans and any other relevant details of these proposed works to the

No.	Condition – 27 June 2024
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relevant road controlling authority for approval a minimum of ten (10) working days prior to the commencement of these works. The Consent Holder shall be responsible for all costs associated with the assessment, for approval, by the relevant road controlling authority.

**Commented [MD86]:** Amendment discussed, and agreed, with Gore District Council.

TR4 The existing condition of all local access routes and sections of State Highways to be used by construction traffic, in the Southland District, Gore District and Invercargill City (as identified in the Construction Traffic Management Plan) shall be investigated and reported upon in a Base Condition Report that shall be prepared by a Suitably Qualified and Experienced Person at least two (2) months prior to the commencement of construction of the Southland Wind Farm.

**Commented [MD87]:** SDC amendment accepted.

The Base Condition Report shall:

- a) Include classified traffic counts, high speed data capture, system recording - profile, texture and roughness and falling weight deflectometer;
- b) Describe the existing condition of all roads used;
- c) Identify all roads and intersections that require upgrading;
- d) Record potential remedial works required during construction; and
- e) Detail monitoring requirements during and at the end of the construction period.

TR5 a) The Consent Holder shall appoint an Independent Management Plan Reviewer in accordance with Conditions MP4-MP5 to review the draft Base Condition Report required by Condition TR4 to confirm its adequacy. The Consent Holder shall provide the reviewed Base Condition Report to the relevant District Councils for certification a minimum of twenty (20) working days prior to the commencement of construction works at the Project Site. The Consent Holder shall also provide the certified report to Waka Kotahi NZ Transport Agency.

b) Where the local access routes and State Highways to be used to transport wind turbine components differs to the routes to be used for other construction traffic, the Consent Holder may elect to prepare and provide a separate Base Condition Report in respect of the turbine component transport routes.

c) Any separate wind turbine component transport Base Condition Report shall be provided to the relevant District Council and Waka Kotahi NZ Transport Agency a minimum of twenty (20) working days prior to the arrival of wind turbine components at the Project Site and be subject to the review and certification process set out in TR5(a) above.

**Commented [MD88]:** SDC amendment is addressed in (c) below so has not been accepted here.

TR5A No less than ten (10) working days prior to the commencement of construction activities, and as necessary thereafter, the Consent Holder shall obtain all necessary over-dimension and / or over-weight load permits from the relevant issuing authority(s) for any over-dimension or over-weight loads travelling to the Project Site. A copy of all permits issued to the Consent Holder in compliance with this condition shall be provided to the relevant District Councils within one (1) working day of the permit being received by the Consent Holder.

TR6 The Consent Holder shall be financially responsible for:

- a) The maintenance of unsealed sections of local roads used by Project construction traffic in the Gore and Southland Districts;
- b) The maintenance of all sealed local roads used by Project construction traffic, in the Southland District, Gore District and Invercargill City (as identified in the CTMP), but only to the extent that the costs of maintenance are additional to those that would be anticipated by the relevant District Council in the normal course of events (i.e. the Consent Holder shall pay the reasonable proportion of costs of maintenance required as a result of its own use of the roads); and

No.	Condition – 27 June 2024
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c) The repair or reconstruction of any damage to local roads used by construction traffic, in the Southland District, Gore District and Invercargill City (as identified in the CTMP) that is directly attributable to the construction activity. Such damage shall be remedied by the Consent Holder as soon as practicable and within ten (10) working days of it is being identified.

TR7 A Post Construction Condition Report shall be prepared by a Suitably Qualified and Experienced Person and be provided to the relevant District Council and Waka Kotahi NZ Transport Agency as soon as practicable following the conclusion of construction works.

The Post Construction Condition Report must address the condition of all roads and highways covered by the Base Condition Report(s).

The Consent Holder shall appoint an Independent Management Plan Reviewer in accordance with Conditions MP4-MP5 to review the draft of the Post Construction Condition Report to confirm its adequacy. The Consent Holder shall then provide the reviewed Post Construction Condition Report to the relevant District Councils for certification. The Consent Holder shall provide the certified report to Waka Kotahi NZ Transport Agency.

TR8 Applying the findings of the Post Construction Condition Report, the Consent Holder shall be financially responsible for restoration of all relevant local access roads and sections of State Highways to a standard that is consistent with, or exceeds, the condition recorded in the Base Condition Report(s) in agreement with the relevant District Council.

This responsibility shall not include responsibility for any maintenance, repairs or reconstruction of these roads arising from damage caused by other users, or unusual or extreme weather events.

**MANA WHENUA CONDITIONS**

No.	Condition
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**Ngā-Pou-Whai-Hua**

TW1 At least three (3) months prior to the commencement of construction, the Consent Holder shall invite Te Ao Marama to establish the working group Ngā-Pou-Whai-Hua. The invitation shall seek direction on make up of group, frequency of hui and group composition. The following parties shall be invited to include representatives on Ngā-Pou-Whai-Hua:

- a) Te Ao Marama Incorporated, (on behalf of Ngāi Tahu ki Murihiku) or any other representative as identified by Te Ao Marama.
- b) Contact Energy.

TW2 Ngā-Pou-Whai-Hua shall consist of at least two (2) members from each of the groups listed in Condition TW1 unless otherwise agreed between Ngā-Pou-Whai-Hua and the Consent Holder.

TW3 The purpose of Ngā-Pou-Whai-Hua shall be to:

- a) Facilitate ongoing engagement between the members in respect of the activities authorised by these resource consents, for the duration that the group is in existence.
- b) Facilitate feedback to the Consent Holder on the implementation of the management plans required by Condition MP1;

No.	Condition
	<ul style="list-style-type: none"> <li>c) To receive from mana whenua matauranga informed inputs into the Project and/or surrounding environment in which the Project is located;</li> <li>d) Enable Ngā-Pou-Whai-Hua members to share information to Ngā Rūnakarūnaka ki Murihiku relevant to the Project; and</li> <li>e) Ensure the appropriate tikanga and kawa (customary practices and protocols) are being applied throughout the development and implementation of the Project; and</li> <li>f) To the extent possible (without infringing on the Consent Holder's other obligations under these conditions), to manage and control delivery of any offset/restoration/remediation projects across the life of the Project.</li> </ul>

TW4 The Consent Holder shall invite Ngā-Pou-Whai-Hua to monthly (or frequency as agreed to by Ngā-Pou-Whai-Hua) meetings throughout the construction of the Southland Wind Farm, and thereafter at a frequency agreed between the group.

#### **Tuia Te Mana ō Pawakataka (programme of work)**

TW5 After establishing Ngā-Pou-Whai-Hua as required by Condition TW1, the Consent Holder shall:

- a) Be responsible for preparing Tuia te Mana ō Pawakataka in partnership with Ngā-Pou-Whai-Hua . Tuia te mana ō Pawakataka is a programme of works, weaving together all of the project outcomes to ensure the mana of the Taiao and the people is held strong. Tuia te Mana ō Pawakataka shall recognise and provide for the mana whenua values of the area affected by the Project and develop mechanisms and processes to manage potential impacts on those values through the implementation of monitoring, mitigation, restoration and enhancement measures.
- b) Seek to record, by way of an agreement with Ngā-Pou-Whai-Hua members that details how Tuia Te Mana ō Pawakataka as required by conditions TW6 to TW7 is to be implemented, including further detailing:
  - i. The purpose and principles of Tuia Te Mana ō Pawakataka;
  - ii. Roles and responsibilities;
  - iii. Resource and funding for Tuia Te Mana ō Pawakataka projects and operational expenses;
  - iv. Meeting procedure;
  - v. Intended work programmes; and
  - vi. Decision making processes (including how conflicts are to be addressed).

TW6 Tuia te Mana ō Pawakataka, as a programme of work, shall include (but not be limited to):

- a) Identified agreed programmes and projects to implement monitoring, mitigation, restoration and enhancement mechanisms of the Project Area te Taiao.
- b) Participation of Rūnaka in the restoration and enhancement activities for Pawakataka, and any sites used for offsetting / compensation activities;
- c) The use of mātauranga Māori to understand and inform management of, the health and well-being of the taiao;
- d) Cultural Induction Programme for contractors and the Consent Holder.
- e) The accidental discovery protocol procedures consistent with Condition CM24 and any archaeological authority granted for the Project, and including the need for Te Ao Marama (on behalf of Ngā Rūnaka ki Murihiku) to assist with any archaeological investigations.

No.	Condition
	<ul style="list-style-type: none"> <li>f) Confirmation of resources and the provision of funding required to deliver the programme of works.</li> <li>g) An annual review process to address emerging environmental and cultural issues.</li> <li>h) The engagement of a full-time project manager or cultural monitor, answerable to Ngā-Pou-Whai-Hua and hosted by Te Ao Marama Inc. (on behalf of Ngā Tahu ki Murihiku).</li> <li>i) The provision of paid opportunities for taiao observers/kaimahi with field work as identified and described in Tuia Te Mana.</li> </ul>
TW7	In circumstances where Ngā-Pou-Whai-Hua determine that they do not wish to participate with the Consent Holder in preparing and implementing Tuia te mana o Pawakataka, the Consent Holder shall not be required to meet the requirements of Conditions TW5 – TW6 above.

**Rūnaka Community Contribution pūtea/fund and other measures to address cultural effects**

Advice note: The obligations in Conditions TW8 to TW11 are additional to the obligations in relation to Tuia te Mana o Pawakataka provided for in Conditions TW1 to TW7.

TW8	Prior to the commencement of construction works, the Consent Holder shall establish a Rūnaka Community Contribution pūtea/fund which will make payments to Kā Papatipu Rūnaka for the purpose of addressing residual cultural effects of the Project and to support the wellbeing of members of Kā Papatipu Rūnaka.
TW9	<p>Prior to the commencement of construction works, the Consent holder shall invite Kā Papatipu Rūnaka to:</p> <ul style="list-style-type: none"> <li>a) Co-design with the Consent Holder wānanga (and potentially hikoi) on any topic that is of interest to kaitiaki/whanau/kura;</li> <li>b) Provide ingoa - naming of the site, project or features within the wind farm area;</li> <li>c) Design pou, or story boards or other measures chosen by Kā Papatipu Rūnaka to acknowledge their sites and stories; and</li> <li>d) Require the Consent Holder to take all reasonable steps to facilitate better access to the site and to allow Kā Papatipu Rūnaka to reconnect with the landscape and resources over the longer term.</li> </ul>
TW10	<p>The Consent Holder will offer to Kā Papatipu Rūnaka:</p> <ul style="list-style-type: none"> <li>a) Resources and funding to meet all reasonable costs of Kā Papatipu Rūnaka in taking up any of the measures contemplated by Condition TW9;</li> <li>b) Provision of power to the four marae of Kā Papatipu Rūnaka at no cost, and support for the ambitions of Kā Papatipu Rūnaka to become energy self-sufficient;</li> <li>c) A commitment to local businesses owned by, or as advised by Kā Papatipu Rūnaka, appropriately weighted opportunities to provide services on a competitive basis; and</li> <li>d) An education/scholarship/training to employment fund with sufficient funding to provide full support to up to two Kā Papatipu Rūnaka members each year.</li> </ul>
TW11	The Consent Holder shall meet the costs of establishing, resourcing, and paying (on an ongoing basis for the duration of this consent, where applicable) for any of the roles and functions of Kā Papatipu Rūnaka in conditions TW1-TW10.