

**Annexure 1 – Conditions of consent**





Land Use Consent is granted to The Proprietors of Taharoa C Block to construct and operate a wind farm comprised of a maximum of 27 horizontal-axis turbines and associated substation buildings, earthworks and access roads and activities as described in Conditions 2 to 7 below for the purpose of generating electricity, on an Industrial Zoned site known as 'Taharoa C Block' located near Taharoa, and legally described as Taharoa C Block SA34B/688, subject to the following conditions:

## GENERAL

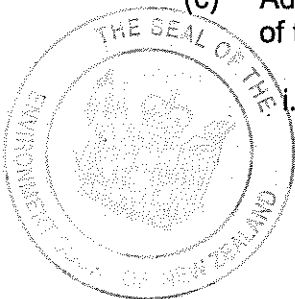
1. In this consent:

- (a) "Council" means the Waitomo District Council and any statutory successor;
- (b) "Lake Bird" includes (i) resident species present for all or most of the year, and (ii) migratory waterbirds that move in and out of the area seasonally, on any of the lakes, wetlands or streams on or in the vicinity of the site;
- (c) "Migratory Shorebird" means any member of the families Charadriidae, Haematopodidae, Scolopacidae or Recurvirostridae that do not breed at the site but migrate through or past it;
- (d) "Resident Bird" means any bird species present on and in the vicinity of the site for all or most of the year; it includes some Lake Birds and excludes Migratory Shorebirds;
- (e) "The Department of Conservation" means the Department of State established pursuant to the Conservation Act 1987, the functions of which are set out in section 6 of that Act; and includes any State agency broadly established to continue its statutory functions in the event it is either dissolved or renamed; and
- (f) "The Manager, Policy and Planning" means the Manager, Policy and Planning, of the Waitomo District Council or any equivalent position subsequently established in substitution therefor, and includes any person acting under delegated authority in that role.

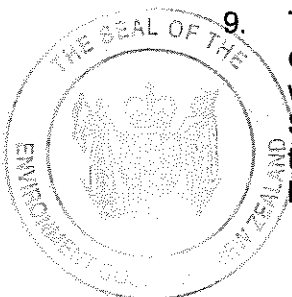
2. The wind farm development shall be constructed, operated and maintained in general accordance with:

- (a) the information, plans and drawings submitted as part of the application and received by Council on 5th December 2005, namely:
  - i. Taharoa Wind Farm/Taharoa C. Resource Consent Application to Waitomo District Council dated November 2005; and
  - ii. Taharoa Wind Farm Resource Consent Application to Waitomo District Council 'Assessment of Natural Character, Landscape and Visual Effects' dated November 2005;
- (b) Further information dated 26<sup>th</sup> January 2006 and 22<sup>nd</sup> May 2006;
- (c) Additional information dated 24<sup>th</sup> November 2008 provided in respect of the revised proposal as part of the appeal process, namely:

Map: Taharoa Windfarm Figure C – Current Turbine Layout (27 Turbines) prepared by Boffa Miskell and dated 30 October 2008 (a copy of which is attached as Appendix A to this consent);



- ii. Letter dated 6 November 2008 titled Taharoa Wind Farm Project – Addendum MDA Report No. 2005431A; and
  - iii. Letter dated 14 November 2008 titled Re: Taharoa Wind Farm – Review of Potential Natural Character, Landscape and Visual Effects of the Revised 27 Turbine Layout.
3. Where there is any inconsistency between the documents listed in condition 2, the document which is later in time shall prevail.
4. Where there is any inconsistency between the documents listed in condition 2 and the conditions of consent that follow, the conditions that follow shall prevail.
5. The application documentation on which this consent and these conditions of consent have been based, also includes the report prepared jointly by the avifauna experts commissioned by The Proprietors of Taharoa C Block, the Department of Conservation, and the Council, dated 27 February 2009 and titled "Assessment of Potential Avifauna Mortality at the Proposed Taharoa Wind Farm" (the "Joint Report"). The Joint Report (a copy of which is attached as Appendix B to this consent) has been provided to the Council and is publicly available.
6. For the avoidance of doubt, the activities authorised by this consent include the construction, operation and maintenance of up to twenty-seven (27) wind turbines for the generation of electricity, transportation of the wind farm components from the landing ramp at Te Waitere (identified on the map Taharoa Windfarm Figure 3 Staging Area dated 25 November 2005 a copy of which is attached as Appendix C to this consent), internal access roading and associated earthworks on the site, and the disturbance or modification of archaeological sites arising from works in relation to the preceding activities.
7. The turbines used for the wind farm shall be either the Vestas V90 1.8 MW turbine or the Vestas V90 2.0 MW turbine, or shall otherwise have the same operational parameters (including for assessment under the Band Model, an example of which is attached as Appendix D to this consent), as either of those models. Either type of turbine shall have a maximum height of 125 metres when measured from the ground to the top of the vertically extended blade tip (as illustrated on Taharoa Windfarm Figure 5 Turbine Specification dated 25 November 2005 a copy of which is attached as Appendix E to this consent).
8. The consent holder shall not commission the wind farm until all relevant plans, methodologies, and programmes have been submitted for approval by the Manager, Policy and Planning, acting in a technical certification capacity. Where a plan, methodology or programme has been approved by the Manager, Policy and Planning, the consent holder shall act in accordance with it.
9. The consent holder shall notify the Manager, Policy and Planning, in writing, of the commissioning of the wind farm and the number of turbines installed, which shall then be the maximum number permitted under this consent. Such notice shall be given within 10 working days of the commissioning of the wind farm. Commissioning means that date three (3) months after the last-constructed turbine becomes operational and is connected to the



national grid, or eight (8) months after the construction of the first turbine, whichever shall first occur. The consent holder shall not build any further turbines after this date, irrespective of the number constructed.

### **TURBINE CONTINGENCY ZONE**

10. Each turbine shall be located within a turbine contingency zone of no greater than 100 metre radius from the turbine locations specified on the Map: Taharoa Windfarm Figure C – Current Turbine Layout (27 Turbines) prepared by Boffa Miskell and dated 30 October 2008 (a copy of which is attached as Appendix A to this consent). The turbines shall be sited within those turbine contingency zones, provided however that no turbine shall be located closer to:

- (a) Any coastal corridors, wetland stream corridors or named ecological sites as described in Figure 8 'Location of Named Ecological Sites, Habitats and Corridors' in the Ecological Assessment, prepared by Boffa Miskell Limited and dated 2005 (a copy of which is attached as Appendix F to this consent);
- (b) The 'Kana Homestead' (as referred to in the Marshall Day report submitted with the application, and the revised Marshall Day report dated 6<sup>th</sup> November 2008); or
- (c) The New Zealand Meteorological Service Automatic Weather Station;

than the locations specified in Appendix A to this consent.

### **AS-BUILT PLANS**

11. Within six (6) months of the completion of construction of the wind farm the consent holder shall submit to the Manager, Policy and Planning, as-built plans confirming the locations of all constructed turbines, access roads, entranceways, excess material fills, the substation, and road upgrading and realignment works on the site. The plans shall also include but are not limited to:

- (a) The finished line of cut and fill batters;
- (b) The location, size and extent of all new stormwater drains or culvert extensions;
- (c) The location of all subsoil drains, sumps and manholes; and
- (d) Any underground services installed or altered as part of the works.

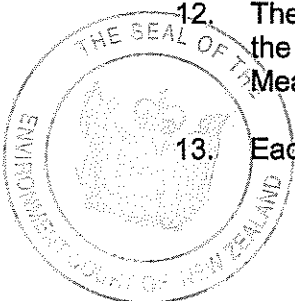
The as-built plans shall be prepared and certified as to their accuracy by a registered surveyor.

### **NOISE**

#### ***Operational Noise***

12. The wind farm shall be designed and operated to ensure compliance with the requirements of NZS6808:1998, Acoustics – The Assessment and Measurement of Sound from Wind Turbine Generators.

13. Each wind turbine shall not exceed a sound power level of 106.2dBA.



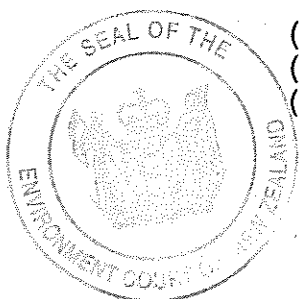
14. Prior to commencing construction of the wind farm, the consent holder shall submit a report to the Manager, Policy and Planning, for approval acting in a technical certification capacity, which demonstrates that the noise from the wind farm will comply with the requirements of NZS6808:1998, Acoustics – The Assessment and Measurement of Sound from Wind Turbine Generators. This report shall be prepared by a person accepted by the Manager, Policy and Planning, as being suitably qualified and experienced in acoustics.
15. Where the predicted Wind Turbine Generator noise exceeds 40dBA, confirmation of the background sound shall be provided to the Manager, Policy and Planning that demonstrates that the background sound is less than 5dBA below the predicted Wind Turbine Generator noise level. This information shall include any potential scatter of the noise levels for a given wind speed. Unless it can be clearly demonstrated what the existing background sound ( $L_{95}$ ) is, the design limit shall not exceed 40dBA at that location at any time when measured in accordance with the requirements of NZS6808:1998.

### **Construction Noise**

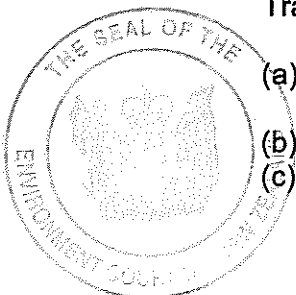
16. Construction noise shall comply with the requirements of NZS6808:1999 Acoustics – Construction Noise.
17. All truck movements relating to the construction of the wind farm that are to or from the barge unloading facility at Te Waitere, shall occur only between the hours of 6.30am to 8.00pm Monday to Friday.
18. All other truck movements (not covered by condition 17) associated with the wind farm construction shall occur only between the hours of 6.30am to 8.00pm Monday to Friday and 7.30am to 6.00pm on Saturday, Sunday and on public holidays.

### **TRAFFIC AND ROADING**

19. Prior to any construction works commencing, a detailed roading design for public roads with construction standards shall be prepared by the consent holder and submitted for the approval of the Manager, Policy and Planning, acting in a technical certification capacity. The design shall include as a minimum:
  - (a) Te Waitere Road and Whakapirau Road corner widening geometry;
  - (b) Te Waitere Road safety improvements – ramp to Whiteley Place;
  - (c) Staging area entrance design and site layout;
  - (d) Whakapirau Road/Taharoa Road intersection improvement;
  - (e) Whakapirau Road/Te Waitere Road intersection improvement;
  - (f) Road pavement design, including (but not limited to) sealing of no less than 300 metres of road in the vicinity of the existing dwellings near the crest of the Whakapirau Road hill;
  - (g) Shoulder feather edge details;
  - (h) Stormwater drainage and disposal design; and
  - (i) Safe stopping sight distances on all public roads, intersections and entrance ways.



20. The consent holder shall ensure that adequate and safe access continues to be provided to and from individual properties along Te Waitere Road, Whakapirau Road and Taharoa Road while barge unloading is undertaken at Te Waitere, and during transportation of wind farm components.
21. Prior to the commencement of the barging operations associated with the construction of the wind farm, the consent holder shall design and construct a permanent pedestrian footpath between a point adjacent to or opposite Whiteley Place, and the jetty. The details of the footpath shall be submitted for approval to the Manager, Policy and Planning, acting in a technical certification capacity and the design details shall ensure the following:
- (a) The footpath shall be constructed in a suitable all weather surface;
  - (b) The footpath shall be a minimum of 1 metre wide along its full length; and
  - (c) The consent holder shall be responsible for undertaking any works to widen the existing vehicle carriageway that may be necessary in order to achieve a suitable and safe width for both the footpath and the road carriageway.
22. The consent holder shall provide an area of alternative parking to accommodate no less than fifteen (15) cars in proximity to the ramp at Te Waitere for public use during the construction phase(s) of the wind farm. The details of the parking area shall be submitted for approval to the Manager, Policy and Planning, acting in a technical certification capacity.
23. The consent holder shall report all vehicular crashes and near misses on public roads that occur in relation to any works or transportation of wind farm components to the Manager, Policy and Planning, in writing within 24 hours of the incident. The consent holder shall also advise of any corrective traffic control measures necessary. Failure to do so may result in the Manager, Policy and Planning, instructing the consent holder to cease work until such reports are provided.
24. A Traffic Management Plan shall be prepared by the consent holder and submitted for approval to the Manager, Policy and Planning, acting in a technical certification capacity prior to any construction works commencing. The Traffic Management Plan shall be prepared for the following purposes:
- (a) To set out the nature and timing of local physical improvement works to be undertaken on the local roading network;
  - (b) To detail the intended traffic arrangements and provisions for the delivery of overweight and over dimensioned major components to the site; and
  - (c) To manage construction traffic (other than the delivery component) during the construction phase.
25. The Traffic Management Plan shall be prepared in accordance with the latest edition of the Transit New Zealand Code of Practice for Temporary Traffic Management and shall include but not be limited to:
- (a) A schedule of oversized and standard deliveries throughout the various work stages;
  - (b) The hours during which deliveries are anticipated;
  - (c) Times when deliveries will occur;



- (d) Piloting and traffic management procedures;
  - (e) Contingency plans for breakdowns, bridge or pavement failure, severe weather conditions, accidents or roadworks;
  - (f) Provisions for co-ordination with other parties, including emergency services;
  - (g) Provisions for access to car parking areas to be maintained;
  - (h) Provisions for boats wanting to leave the water during times when the barge is unloading at Te Waitere;
  - (i) A detailed plan of traffic signs, including types and locations;
  - (j) Provisions to restrict the speed limit of both loaded and empty turbine component trucks travelling between Te Waitere, the staging area, and the wind farm site at Taharoa to 25 kilometres per hour; and
  - (k) Provisions to maintain adequate and safe access to and from individual properties along Te Waitere Road, Whakapirau Road and Taharoa Road while work is undertaken at Te Waitere, and during transportation of wind farm components (in accordance with condition 20).
26. The Traffic Management Plan shall be updated and reviewed as necessary throughout the construction phase(s). Regard shall be had to matters raised by the Te Waitere Community Liaison Group and the Taharoa Community Liaison Group in the development and any reviews of the Traffic Management Plan. All reviews/updates to the Traffic Management Plan shall be submitted for approval to the Manager, Policy and Planning, acting in a technical certification capacity.
27. The Traffic Management Plan shall be designed to ensure that at all times during construction, all Council administered roads shall be kept open except that in exceptional circumstances a request may be made for short term road closures. Any road closures shall be approved by the Manager, Policy and Planning, acting in a technical certification capacity.
28. If traffic control measures are not carried out in accordance with the Traffic Management Plan and the Transit New Zealand Code of Practice for Temporary Traffic Management, the Council reserves the right after notifying the consent holder or contractors either verbally or in writing, to instruct the consent holder or contractors to cease all work until the requirements of this Plan and Code of Practice are met. Alternatively the Manager, Policy and Planning, may arrange for the traffic management to be carried out by others, the costs of which shall be borne by the consent holder.
29. The consent holder shall provide, to the satisfaction of the Manager, Policy and Planning, pavement deflection data for relevant sections of Council roads that are to be utilised for transportation of construction materials and turbine components both before and after the construction period. The pavement deflection measurements shall be carried out using either Falling Weight Deflectometer or Benkelman Beam testing techniques.
30. The consent holder shall provide, to the satisfaction of the Manager, Policy and Planning, bridge inspection findings and details of axle loadings resulting from the transportation of the turbine components, to verify that all Council bridges are able to accommodate the transportation of these loads without resulting in any damage. If the Manager, Policy and Planning considers it to be necessary, Council may require the consent holder to

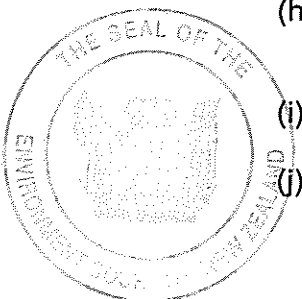


provide an appropriate level of supervision of heavy loads across Council bridges.

31. A maintenance regime covering all Council roads and bridges to be utilised for transportation of construction materials and turbine components shall be prepared by the consent holder and submitted for the approval of the Manager, Policy and Planning acting in a technical certification capacity, prior to any construction works commencing. The maintenance regime shall cover the full construction period and may be developed in partnership with an ongoing maintenance programme (shared with the Council's own Network Maintenance Contractors). The maintenance regime shall ensure that during the construction period and at the end of the construction period or any phase thereof, the consent holder shall undertake any necessary works to ensure that the roads and bridges utilised for transportation of construction materials and turbine components are maintained at a quality no less than the quality of the road and bridges prior to construction commencing.
32. A bond of \$63,000 shall be paid to Council to secure the ongoing performance of condition 31 with regard to Taharoa Road, Whakapirau Road, and Te Waitere Road maintenance only, pursuant to section 108(2)(b) and section 108A of the Resource Management Act 1991. The bond applies to regular maintenance only, not pavement rehabilitation and shall be refunded to the consent holder at such a time as the Manager, Policy and Planning, is satisfied that the objectives of the maintenance regime required by condition 31, as it relates to the abovementioned roads, has been met. Should the Manager, Policy and Planning, consider the consent holder is not meeting the objectives of the maintenance regime with regard to these roads, the bond will be utilised to undertake the work.

#### **LANDSCAPING AND VISUAL**

33. Prior to construction commencing, the consent holder shall submit to the satisfaction of the Manager, Policy and Planning, a Landscape Mitigation Plan prepared by a suitably qualified Landscape Architect. The Landscape Mitigation Plan shall detail the visual mitigation and landscape restoration strategies that will be undertaken and shall include but not be limited to:
  - (a) A plan showing details of planting and landscaping to be undertaken around the substation and access tracks;
  - (b) The height and location of any earth bunds or mounds created for visual, noise, or mitigation purposes;
  - (c) Topsoil stockpile and management plan for all topsoil stockpiled for more than six months from the time of stripping;
  - (d) The restoration strategy for any disturbed landforms including:
  - (e) Permanent earthworks, including all road cuttings;
  - (f) Temporary earthworks, including construction pads;
  - (g) Topsoil restoration;
  - (h) The restoration strategy shall identify how any new landforms will be integrated into the natural contours and revegetated so they appear homogenous with the surrounding landscape;
  - (i) An implementation strategy identifying when the mitigation works will be undertaken; and
  - (j) A maintenance schedule.



34. The colour of the turbines shall be selected to minimise the visual impact. Due consideration shall be given to the predominant ambient background sky colour in selection of the final colour. Low reflectivity finishes shall be used on the turbines and the turbine blades where practicable. The proposed colour and details of the finishes shall be submitted for approval to the Manager, Policy and Planning, acting in a technical certification capacity.
35. All 'dead' turbines and turbine components shall be removed from the site within one month from the time that they ceased to function, unless exceptional circumstances exist and written approval is obtained from the Manager, Policy and Planning.
36. Upon decommissioning of the wind farm, the consent holder shall submit a Decommissioning Management Plan to the Manager, Policy and Planning, for approval.

### **GEOTECHNICAL**

37. In accordance with the recommendations of the geotechnical review prepared by Tonkin and Taylor Limited, and submitted as Appendix H to the application, the consent holder shall undertake subsurface geotechnical investigation for the wind farm area, to ensure that all of the turbine sites are geotechnically feasible, and provided with stable building platforms. The results of these investigations and detailed design of the proposed geotechnical foundation works for each of the turbines shall be provided for the approval of the Manager, Policy and Planning, prior to construction commencing.

### **EFFECTS ON HERITAGE SITES**

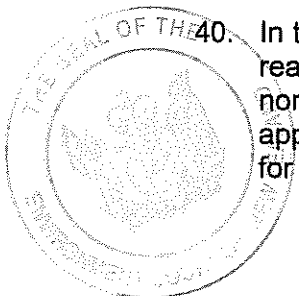
38. The consent holder shall prepare an Archaeological Management Plan in accordance with the recommended protocols and procedures contained in 'Taharoa Wind Farm: Archaeological Assessment' prepared by Clough and Associates, 5th October 2005. This Archaeological Management Plan shall be submitted to the Manager, Policy and Planning, prior to the commencement of construction.

### **AVIFAUNA MONITORING AND MANAGEMENT**

#### **Expert Panel**

39. Within 1 month of the date of commencement of this consent, the consent holder shall submit to the Manager, Policy and Planning, the names of two independent experts holding appropriate qualifications and experience in avifauna ecology/ornithology, one nominated by the Department of Conservation and the other by the consent holder, to serve as the Expert Panel. The independent experts shall be approved by the Manager, Policy and Planning, acting in a technical certification capacity. Forthwith upon the issue of such approval, the consent holder shall establish the Expert Panel.

40. In the event one or both members of the Expert Panel become, for whatever reason, unable to continue in their role under this consent, the party which nominated the expert shall re-nominate an independent expert holding appropriate qualifications and experience in avifauna ecology/ornithology, for the consent holder to submit to the Manager, Policy and Planning. The



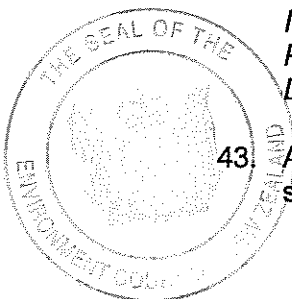
expert(s) shall then be approved as the replacement expert(s) by the Manager, Policy and Planning, acting in a technical certification capacity.

41. The role of the Expert Panel is to assist the Council in the supervision and monitoring of the exercise of the consents; to provide advice and assistance to the consent holder in respect of the consent holder's duties under any consent conditions relating to avifauna; and to provide oversight of and input into the implementation of conditions relating to actual or potential effects on avifauna.
42. Without limiting the generality of this role, the functions of the Expert Panel shall include:
  - (a) Providing the consent holder with advice and input into the preparation and implementation of an Avifauna Management Plan in accordance with conditions 44 and 45;
  - (b) Providing the consent holder with advice and input into the preparation of a shorebird/northern NZ dotterel management plan ("Resident Bird Plan") in accordance with conditions 59 to 64;
  - (c) Meeting at least annually or otherwise as considered necessary by the Expert Panel (or as otherwise required by these conditions), for at least 10 years after the construction and commissioning of the wind farm so as to:
    - i. prepare findings and conclusions derived from the monitoring set out in the Movement Methodology, Collision Methodology, the operation of the Avifauna Management Plan, and the implementation of the Resident Bird Plan; and
    - ii. review the plans, methodologies and programmes for as long as the relevant plan, methodology or programme is in existence, or otherwise as required by conditions 57 and 58 and 63 and 64;
  - (d) Reporting the findings and conclusions reached pursuant to condition 42(c)(i) at least annually or otherwise as considered necessary by the Expert Panel, in a report (the "Annual Report") to the consent holder;
  - (e) Reporting the findings and conclusions of the review under condition 42(c)(ii) to the consent holder and, as part of that review, to advise whether any (and if so, what) amendments are required to those plans, methodologies or programmes in light of ongoing monitoring and results;
  - (f) The reporting and recommending functions set out in conditions 57 and 58, 75 to 79 and 89 to 92;
  - (g) Advising on the appointment of suitably qualified personnel who are to carry out activities identified under these conditions and the various monitoring plans, methodologies and programmes;
  - (h) Participating in training of personnel used by the consent holder in avifauna identification and search techniques; and
  - (i) Undertaking the assessment set out in condition 56.

**Advisory Note:**

*In the event of disagreement by the Expert Panel, the views of both Expert Panel members will be presented to the consent holder, the Council and the Department of Conservation by way of a report/recommendation.*

43. All costs associated with the carrying out of the duties of the Expert Panel as set out above shall be borne by the consent holder.



### **Avifauna Management Plan**

44. The consent holder shall, with the advice and input of the Expert Panel, prepare and implement the Avifauna Management Plan referred to in condition 42(a) The Avifauna Management Plan shall include the following:
- (a) A Movement Methodology (refer to conditions 46 to 49);
  - (b) A Collision Methodology (refer to conditions 50 to 56); and
  - (c) Any other matters/measures to manage the actual and potential effects of the wind farm on avifauna including through on-site mitigation.
45. Prior to the consent holder commissioning the wind farm (as defined in condition 9), the Avifauna Management Plan shall have been submitted to, and approved by, the Manager, Policy and Planning, acting in a technical certification capacity.

### **Movement Methodology**

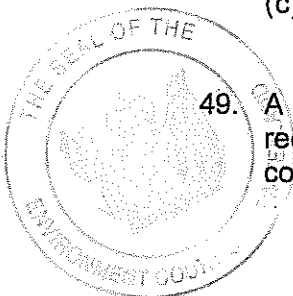
46. The consent holder shall, with the advice and input of the Expert Panel, prepare a Movement Methodology based on continuous 24 hour (i.e. day and night) radar monitoring to detect ongoing migratory and other movements of avifauna through the wind farm commencing from the date of the commissioning of the wind farm for one full summer (mid December to mid March) and one full winter (mid June to mid September) migration period. Prior to the consent holder commissioning the wind farm (as defined in condition 9), the Movement Methodology shall have been submitted to, and approved by, the Manager, Policy and Planning, acting in a technical certification capacity.

#### *Advisory note*

*Refer to condition 9 with regard to the commissioning of the wind farm.*

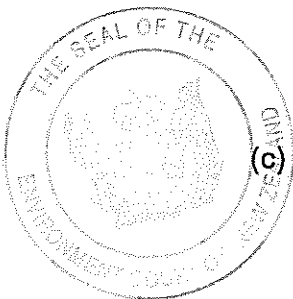
47. The purposes of the Movement Methodology shall be to:
- (a) Further identify and quantify the movement of avifauna through the wind farm to enable correlation with carcass search results; and
  - (b) Estimate turbine avoidance rates of avifauna flying through the wind farm.
48. The Movement Methodology shall identify as a minimum:
- (a) How migratory bird movements for all internal and international migrants over or adjacent to the site are to be monitored;
  - (b) How the collection of data is to be managed, including calibration of radar sensitivity for detection of smaller species; location of personnel; form of data sheets recording data; and form of data storage; and
  - (c) The use of field observers initially to calibrate species-specific radar detection rates.

49. A further period of monitoring for migratory shorebird movement may be recommended by the Expert Panel pursuant to conditions 57 and 58 if considered necessary by the Expert Panel after the first year of monitoring.



## Collision Methodology

50. The consent holder shall, with the advice and input of the Expert Panel, prepare and design a statistically robust Collision Methodology to account for site-specific rates of carcass removal by scavengers and for searcher efficiency. Prior to the consent holder commissioning the wind farm (as defined in condition 9), the Collision Methodology shall have been submitted to, and approved by, the Manager, Policy and Planning, acting in a technical certification capacity.
51. The Collision Methodology shall:
- (a) Include trials for scavenger removal rates and search efficiency, reflecting the make-up of the species at risk of collision with the wind farm. The trials:
    - i. Shall occur prior to and during operation of the wind turbines for the production of electricity, with initial trials being done within six (6) months of the commissioning of the wind farm; and
    - ii. Shall take account of any predator control programmes initiated in the vicinity of the site, and any changes made to such predator control programmes and vegetation changes, as this will likely affect the results of the trial;
  - (b) Require retrieval and recording of bird carcasses located within the wind farm site. In particular monitoring:
    - i. Shall occur for at least the first 10 years of operation of the wind farm once the wind farm has been commissioned (as defined in condition 9) in respect of migratory shorebirds;
    - ii. Shall occur for the first three (3) years of operation of the wind farm in respect of resident bird species, and lake birds outside migratory periods, once the wind farm has been commissioned (as defined in condition 9), followed by a review and recommendations by the Expert Panel;
    - iii. Shall occur for migratory periods as follows: (a) for migratory shorebirds for defined periods as specified by the Expert Panel and at a minimum for periods from mid December to mid March and mid June to mid September annually; and (b) for lake bird movements in and out of Taharoa Lakes for defined periods as specified by the Expert Panel;
    - iv. For each turbine within the defined periods shall include a search on a basis set by the Expert Panel of a third of the total turbines searched daily (including all mast and support structures as described in conditions 67 to 74);
    - v. Over a three (3) day period the searches defined in (i), (ii), (iii) and (iv) above shall cover all turbines within the wind farm; and
    - vi. Make provision for appropriate storage of bird carcasses in the event that storage is necessary to allow full carcass analysis; and
- (c) Record any observed avoidance behaviour and other interaction of avifauna with the wind farm.



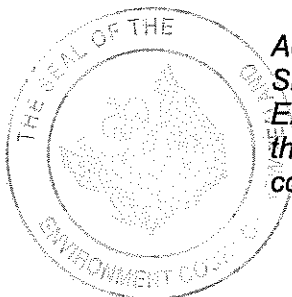
52. The results of the above trials and monitoring will inform the Expert Panel, and any recommendations made by that Expert Panel to the consent holder and to the Council.
53. After monitoring under the Collision Methodology has ceased, carcass retrieval and recording shall be associated with the routine maintenance at each turbine.
54. A further period of monitoring and/or increased surveillance for migratory shorebird carcasses may be recommended by the Expert Panel pursuant to conditions 57 and 58 if considered necessary by the Expert Panel after the first 10 years of monitoring.
55. Further trial/s for scavenger removal rates and search efficiency during the first 10 years of monitoring may be recommended by the Expert Panel pursuant to conditions 57 and 58 to take account of changes to vegetation and predator control programmes affecting detection rates.
56. During the first 10 years of operation of the wind farm, all bird carcasses shall be collected, appropriately stored, and then assessed by identifying where possible the species, gender, age class (i.e. juvenile or adult), cause of death, location of carcass in relation to turbines, whether there are any particular factors associated with the wind farm, and/or any particular turbine influencing the bird death(s), and antecedent weather conditions. This assessment is to be undertaken by the Expert Panel.

#### **Alteration to Methodologies**

57. The consent holder shall cause the Expert Panel to meet annually from the commencement of this consent to review whether, in light of any of the results from the monitoring undertaken, amendments should be made to any of the plans, methodologies, or programmes required by this consent; and to provide a written report detailing the results of its review, including any recommendations, to the consent holder, the Council and the Department of Conservation within one month of each Expert Panel meeting. The Expert Panel shall meet for as long as there is a relevant plan, methodology, or programme in existence to review.
58. In the event that amendments are recommended to any of the plans, methodologies, or programmes, the Expert Panel shall consult with the consent holder and the Department of Conservation, and the consent holder shall, as soon as possible but no more than eight (8) weeks from the Panel reporting to the consent holder, either provide to the Manager, Policy and Planning, its written reasons for declining to follow the recommendations of the Expert Panel or submit the amended plan, methodology or programme for the approval of the Manager, Policy and Planning, acting in a technical certification capacity. Once approved, the plan, methodology, or programme shall have effect immediately.

#### **Advisory Notes:**

*Should the consent holder decline to accept the recommendations of the Expert Panel and amend the plan, methodology, or programme accordingly, the Council may initiate a review of the relevant conditions pursuant to conditions 86 and 87.*



*For the avoidance of doubt, this meeting and reporting requirement is separate from, and in addition to, the meeting and reporting requirements under conditions 75 to 79.*

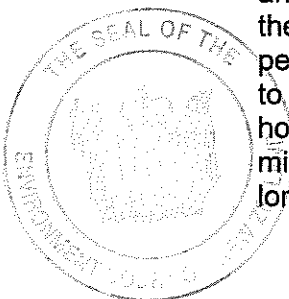
## **Avifauna Mitigation Programme**

### ***Resident Bird Plan and Mitigation Measures***

59. The consent holder shall implement and meet the objectives set out in the Resident Bird Plan (attached as Appendix G to this consent) or any amended Resident Bird Plan subsequently approved by the Manager, Policy and Planning, acting in a technical certification capacity.
60. The Resident Bird Plan shall ensure that, for the life of the wind farm, the potential deaths of resident shorebirds, including northern NZ dotterel (as described in the Joint Report), once turbines are operational, are offset annually through an enhancement programme on the consent site.
61. At a minimum, the Resident Bird Plan shall include:
  - (a) The localised protection at Wainui Stream (from mammalian predators) of key breeding sites for resident shorebirds (particularly but not limited to northern NZ dotterel) and resident birds;
  - (b) Appropriate signage and local community education about the Resident Bird Plan to assist with the protection of key target species; and
  - (c) A monitoring requirement to ensure the Resident Bird Plan is achieving its objectives and the requirements in condition 60.
62. The consent holder shall commence implementing the Resident Bird Plan prior to the commencement of construction of the wind farm, and in any event prior to the next breeding season from the commencement of the consent for the northern NZ dotterel at Wainui Stream;
63. The consent holder shall cause the Expert Panel to annually monitor and review the outcomes from the implementation by the consent holder of the Resident Bird Plan for the first five years of the exercise of the consent, and thereafter once every five years for as long as the wind farm is in operation.
64. The consent holder shall cause the Expert Panel in undertaking such a review to seek the views of the Department of Conservation.

### ***Shorebird Mitigation***

65. In addition to any mitigation specified in any other conditions of this consent, the consent holder shall provide \$35,000.00 (plus GST if applicable) annually from the date of commissioning of the wind farm (and occurring on the anniversary of that date thereafter), adjusted annually by the applicable percentage increase in the Statistics New Zealand Consumers Price Index, to the Department of Conservation (via a trust if required by the consent holder), for the purpose of mitigation/compensation for adverse effects on migratory shorebirds. The consent holder shall provide this payment for as long as the wind farm is in operation. The consent holder shall provide the



Council with written verification of payment within seven (7) days of making each such payment.

*Advisory Notes:*

*The mechanism to provide the detailed arrangements for payments specified in condition 65 is a side agreement with the Director-General of Conservation as described further below.*

*The purpose of the above mitigation/compensation is to address adverse effects from the operation of the wind farm primarily on wrybill. In order to determine the level of adverse effects on migratory species predictive modelling was undertaken, involving the testing of several scenarios (refer to pages 75 to 78 and 97 to 101 of the Joint Report). Scenario 1 is the expected case, and numbers derived from it will guide the Expert Panel in monitoring and reporting on the actual level of effects from the operation of the wind farm on different migratory species.*

*Further a Monte Carlo Simulation was used to derive the mean predicted collision rates and the upper 95% Confidence Intervals for wrybill and South Island Pied Oystercatcher (SIPO) in an attempt to assess inter-seasonal variation and possible extent of effects of the wind farm under Scenario 1 for those two species (refer to pages 97 to 101 of the Joint Report). Mitigation for wrybill is based on the MC2 mean (see below).*

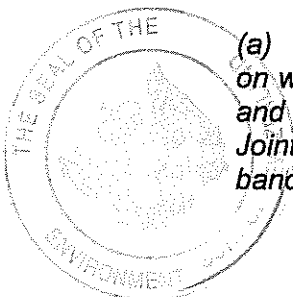
*The consent holder has agreed, by way of side agreement with the Department of Conservation, to the detail surrounding the payment. The side agreement is attached to this consent as Appendix H.*

*It is recorded in this consent, as set out in the agreement between the Department of Conservation and the Proprietors of Taharoa C Block, that the purpose of the above payment is to supplement the existing Department of Conservation O Tu Wharekai programme, directed primarily to the protection of wrybill. If the above programme is no longer in place when payment(s) occur(s), the payment(s) will be applied by the Department of Conservation for one or all of the following purposes:*

- (a) Programmes seeking the protection of wrybill nest sites through predator control and other forms of habitat enhancement at a site or sites chosen by the Department of Conservation;*
- (b) Programmes seeking an increase in productivity leading to additional wrybill annually reaching maturity from the chosen population(s) than would be the case without intervention; and/or*
- (c) Research and monitoring programmes in respect of the wrybill population.*

*It is acknowledged by the consent holder that:*

- (a) the purpose and level of the payment is to provide mitigation of effects on wrybills (based on the predicted deaths of wrybills from the mean of MC2) and to indirectly provide some mitigation for shorebird species identified in the Joint Report where they co-habit with wrybill, (in particular, pied stilt, and banded dotterel and SIPO) to levels within Scenario 1 and mean MC2; and*



(b) *there will be no specific monitoring provided by the consent holder of the O Tu Wharekai or replacement Department of Conservation programme(s). In the absence of such monitoring the above level of payment is assumed to be effective in addressing this purpose.*

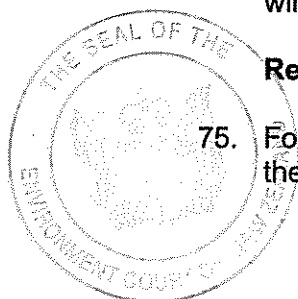
66. The Expert Panel may recommend additional measures by the consent holder to avoid, remedy, or mitigate/compensate for adverse effects on migratory shorebirds of concern from the operation of the wind farm. Any such recommendation shall be made on the basis of any data collected through conditions of this consent and any other relevant information.

#### ***Bird Perches and Attractors***

67. Other than as may be necessary to operate the wind farm, no telecommunications devices or signs shall be connected or attached to any part of the turbines and/or the accessory structures.
68. Other than lighting required to satisfy Civil Aviation or any other legal requirements, no lighting shall be affixed to any part of the turbines and/or accessory structures.
69. With the exception of the transmission lines connecting the substation to the existing transmission lines, all other intra project lines within the wind farm shall be underground. All new transmission lines from the date of the commencement of this consent shall have their insulators hanging below rather than positioned above any cross arms.
70. The turbine towers shall be tubular in design. Unless otherwise required for functional reasons (for example, external access ladders) no features capable of being used as bird perches shall be affixed to any part of the turbines and/or accessory structures.
71. The consent holder may construct and use on the wind farm site up to a maximum of four (4) mast structures that require the support of guy wires, provided that there shall be no more than one (1) such mast structure remaining after three (3) years from the date of the commissioning of the wind farm.
72. The consent holder shall ensure, after taking advice from the Expert Panel, that all mast structures and particularly their guy wires are adequately marked with bird deflectors from the commencement of this consent.
73. For the purposes of condition 71 the consent holder may use any of the three (3) existing mast structures on the wind farm site and shall, for any new or replacement mast structures described in condition 71, obtain any necessary consents and approvals prior to construction of any such structure.
74. All other structures on the wind farm site shall not be supported by guy wires.

#### **Reporting Requirements**

75. For each year that post-construction monitoring is carried out under any of the above plans, methodologies or programmes, the consent holder shall



cause the Expert Panel, within one month of every anniversary of the commencement of the consent, to submit an Annual Report to the Manager, Policy and Planning, detailing the findings from each of the various plans, methodologies and programmes.

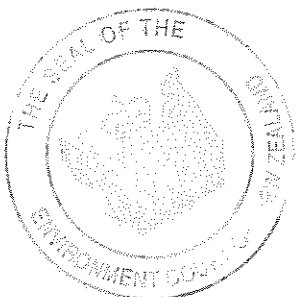
76. The consent holder shall as part of the below reporting requirements, in accordance with condition 63 cause the Expert Panel to continue to report on the outcomes from the implementation by the consent holder of the Resident Bird Plan for as long as the wind farm is in operation.

*Advisory Note*

*For the avoidance of doubt, conditions 57 and 58 with respect to alteration to plans, methodologies or programmes, shall continue to apply to the Resident Bird Plan for as long as the wind farm is in operation.*

77. The Annual Report shall include:

- (a) Details of the monitoring results, including raw data entered into an appropriate database such as the Access Database;
- (b) Details of all bird fatalities, known or likely cause of death, species and seasonal or spatial patterns, particularly in relation to the operation of any individual or cluster of turbine(s) or the presence of avifauna species that are listed as threatened or at-risk in the Department of Conservation threat classification system current at the time of fatality;
- (c) On the basis of the results and analysis in respect of the various plans, methodologies and programmes required under this consent, provide advice to the Council on whether there have been any adverse effects arising from the exercise of the consent;
- (d) Advice to the Council on the effectiveness of the measures under the Avifauna Management Plan to avoid, remedy, or mitigate effects on avifauna;
- (e) Notwithstanding the levels of mitigation already set out in this consent, on the basis of the various plans, methodologies or programmes required by this consent, make recommendations to the Council whether the adverse effects identified require further measures, and if so what those might be, to avoid, remedy (including to compensate), or mitigate any adverse effects arising from the exercise of the consent;
- (f) Recommendations to the Council that the Collision Methodology, the Movement Methodology, Avifauna Management Plan and/or Resident Bird Plan be amended in part or in full so as to more effectively adaptively manage any actual or potential adverse effects on avifauna arising out of the operation of the wind farm;
- (g) Notwithstanding the levels of mitigation already set out in this consent, recommendations to the Council that a review of conditions under section 128 of the Resource Management Act be undertaken for any of the following purposes:
  - i. Further avoiding, remedying, or mitigating adverse effects, including on-site and off-site avoidance, remediation, mitigation/compensation for adverse effects;
  - ii. Amending the pre- or post-construction monitoring requirements; or
  - iii. Any other matters the Expert Panel considers necessary and appropriate.



78. In addition to the above reporting powers and requirements, the Expert Panel may, following the most recent review of the various Methodologies, Resident Bird Plan and Avifauna Management Plan pursuant to conditions 57 and 58 and 63, recommend to the Council that a particular condition(s) should be subject to review. Any such recommendation shall be provided as part of the above reporting requirement.
79. The consent holder shall obtain a copy of the Annual Report and shall immediately provide copies to the Department of Conservation and to the Manager, Policy and Planning. Once provided to the Manager, Policy and Planning the report shall be deemed to be publicly available.

*Advisory Note*

*The Expert Panel will, in its discretion, consider annual or grouped yearly mortality averages on the basis of the data collected.*

*All data provided to the Council as part of the Annual Report by the Expert Panel will be publicly available.*

**AIR SAFETY**

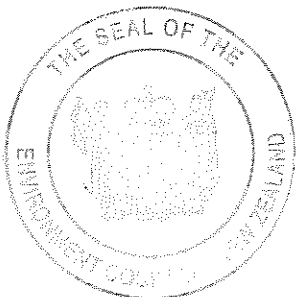
80. The consent holder shall comply with the Civil Aviation Authority (CAA) Determination issued to The Proprietors of Taharoa C Block, and any subsequent amendments.

**COMMUNICATIONS**

81. The consent holder shall monitor television reception of the eight residences identified in the report by Broadcast Communications Limited dated October 2005. In the event that the wind farm activities result in any disruption to free to air (not satellite) television at those properties in the area surrounding the wind farm site, the consent holder shall assist those parties to obtain reception comparable to the pre-construction quality. The consent holder shall advise the Manager, Policy and Planning, of the agreed mitigation measures in writing.

**COMMUNITY LIAISON AND COMPLAINTS REGISTER**

82. A Communications Plan shall be prepared by the consent holder prior to any transportation of barge components commencing and submitted for approval to the Manager, Policy and Planning, acting in a technical certification capacity. The Communications Plan shall include the following as a minimum:
- (a) Details of how residents at Te Waitere will be notified, prior to the barges arrival, of times when the barge will be berthed at Te Waitere for unloading;
  - (b) Details of how residents and visitors at Te Waitere will be notified of the nature and times of parking restrictions in the vicinity of the landing ramp prior to and during times when the barge is unloading at Te Waitere and of the availability of alternative car parking;

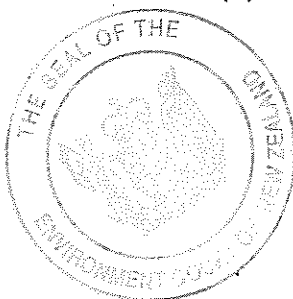


- (c) Details of information signage to be erected at Te Waitere advising residents and visitors of the activities taking place and advising of any special safety precautions or procedures that will need to be followed.
83. The consent holder shall ensure that, prior to the commencement of the construction of the wind farm, community liaison groups are established at Te Waitere and Taharoa in order to facilitate communication between the consent holder and the local communities. Among other things, the consent holder shall appoint a representative who shall be the principal contact person for the Liaison Groups in regard to matters relating to this resource consent. Prior to this resource consent being exercised, the consent holder shall inform the Liaison Groups of the representative's name and how that person can be contacted.
84. The consent holder shall appoint a representative who shall be the Council's principal contact person in regard to matters relating to this resource consent. Prior to this resource consent being exercised, the consent holder shall inform the Manager, Policy and Planning, of the representative's name and how that person can be contacted.
85. The consent holder shall maintain a complaints register for the activities authorised by this consent at Taharoa and Te Waitere. The register shall record all complaints received and shall include:
- (a) The date, time and duration of the incident that has resulted in the complaint;
  - (b) The location of the complainant;
  - (c) The cause of the incident where appropriate; and
  - (d) Any corrective action undertaken by the consent holder in response to the complaint.

The register shall be available to Council within two working days of its request.

#### **CIRCUMSTANCES WHEN CONSENT CAN BE REVIEWED**

86. In addition to the circumstances addressed in conditions 77, 78, and 87, the conditions of this consent may be reviewed in accordance with sections 128 to 132 of the Resource Management Act annually at any time up to six (6) months after the Council receives the Annual Report under conditions 75 to 79 above.
87. Pursuant to sections 128 to 132 of the Resource Management Act the Council may undertake a review of conditions of consent, within twelve months of the commissioning of the wind farm (as defined in condition 9) and thereafter on an annual basis for any of the following purposes:
- (a) To review the effectiveness of the conditions of this resource consent in avoiding, remedying, or mitigating any adverse effects on the environment from the exercise of this resource consent (in particular the potential adverse environmental effects in relation to avifauna, noise, archaeology, and the visual, landscape and amenity effects), and if necessary to avoid, remedy or mitigate, including to offset through compensation on- or off-site, such effects by way of further or amended conditions; or



- (b) To address any adverse effect on the environment which has arisen as a result of the exercise of this consent; or
- (c) If necessary and appropriate, to require the holder of this resource consent to adopt the best practicable option to remove or reduce adverse effects on the surrounding environment; or
- (d) To review the adequacy of and the necessity for monitoring undertaken by the consent holder; or
- (e) To require the consent holder to give effect to such measures as may be recommended by the Expert Panel; or
- (f) To review specific consent conditions as recommended by the Expert Panel pursuant to conditions 77 and 78.

Any representations made by the Department of Conservation and/or the consent holder will be taken into account by the Council in deciding whether to initiate a review under section 128 of the Resource Management Act. The results of all investigation and/or monitoring undertaken pursuant to this consent may be used by the Council in order to assist with any such review. The consent holder shall pay the actual and reasonable cost of the review.

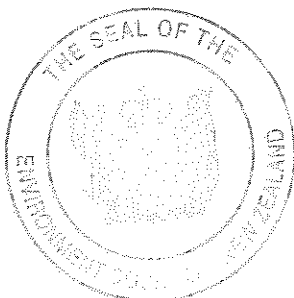
*Advisory Notes:*

*It is recorded, for the purpose of any review (or application for change), that this consent was granted, and the level of mitigation/compensation required by the conditions, was set on the basis of information from the consent holder as part of its application, including as contained in the Joint Report (which includes the various threat classifications for the at risk species). In particular, it is agreed that the consent is granted and mitigation imposed on the basis that there will not be greater annual collision rates than those recorded as the mean from MC2 for wrybill and SIPO, and the observed predicted collision values from scenario 1 for all other modelled species.*

*It is further recorded for the purpose of any review (or application for change), that where no modelling for a particular species is included in the Joint Report (for example, lake birds), the annual mortality rate for that species is assessed as being nil for the purposes of these conditions.*

*Reporting fewer collisions than the estimates of collision as set out in the Joint Report (mean values from MC2 (for wrybill and SIPO) and Scenario 1 for all other species), does not, in and of itself, indicate that there have been fewer collisions. Furthermore, the Joint Report acknowledges a level of risk to other species of avifauna not modelled, but no predications are made on the level of annual collision rate(s).*

*These matters will be matters for the Expert Panel to consider and make recommendations on, noting the experts' present acceptance that current technology and survey effort does not enable reliable detection of wrybill or other small and/or rare species. Current technology and survey effort does not enable reliable detection of any migrating shorebird other than South Island Pied Oystercatcher.*

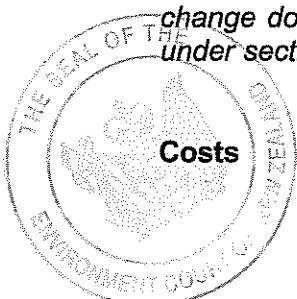


## CIRCUMSTANCES WHERE CONSENT HOLDER MUST APPLY TO CHANGE CONSENT CONDITIONS

88. For the purpose of conditions 89 to 93, "trigger species" are any species that after the wind farm is commissioned (as defined in condition 9) is or becomes threatened in terms of the then-current Department of Conservation threat classification system, and for this wind farm, irrespective of threat classification, includes SIPO, Godwit, lesser knot (*Calidris canutus rogersi*), and ruddy turnstone (*Arenaria interpres*).
89. In the event that the Expert Panel considers that, at the end of the respective monitoring programmes, there is a need for further monitoring under this consent (and as provided for pursuant to conditions 57, 58, and/or 77(e) and (f) and 78), it may recommend the review/change of any specific conditions of this consent to provide for a further period of monitoring and/or reporting.
90. In the event that the Expert Panel considers that there is not sufficient or any avoidance, remediation, or mitigation (including compensation) for any identified trigger species, it may recommend the review/change of any specific conditions of this consent.
91. In addition to condition 89 above, in the event that:
- (a) the mortality levels predicted by the mean of MC2 for wrybill and SIPO and Scenario 1 for those Migratory Shorebird trigger species in the Joint Report in any year are exceeded; and/or
  - (b) for Migratory Shorebird trigger species not modelled in the Joint Report, mortality is at a level or levels of concern to the Expert Panel;
- then the Expert Panel may recommend a review/change of any specific conditions of this consent.
92. On receipt of a recommendation made by the Expert Panel under conditions 89, 90, or 91 above, the consent holder shall apply to the Council pursuant to section 127 of the Resource Management Act to change the relevant conditions in order to provide for further monitoring and reporting (in the case of a recommendation under condition 89) and/or the increased avoidance, remediation or mitigation (including compensation) of the affected species (in the case of a recommendation under condition 90 and/or 91).
93. The consent holder shall request that the section 127 application be limited notified to the Department of Conservation, unless otherwise agreed by the Department.

### *Advice Note:*

*For the avoidance of doubt, the above conditions dealing with an application for change do not limit in any way the powers of the Council to undertake a review under section 128 of the RMA, and as set out in conditions 86 and 87.*



94. The consent holder shall pay all costs associated with the implementation of this consent in order to achieve and demonstrate compliance with the consent conditions therein.
95. Pursuant to section 36 of the Resource Management Act 1991 the consent holder shall pay the actual and reasonable costs incurred by the Council when monitoring the conditions of this consent.

#### **LAPSE PERIOD**

96. This consent shall lapse seven years after the date of its commencement, unless the consent is either given effect to before that lapse date, or unless the Council fixes a longer period pursuant to section 125 of the Resource Management Act 1991.

#### **General Advisory Notes**

- i. The consent holder is also required to ensure compliance with conditions of the Waikato Regional Council resource consents. Conditions related to matters covered by some of those consents have been omitted from this consent to avoid duplication.
- ii. Prior to land disturbance works commencing, the consent holder may need to obtain an authority from the Historic Places Trust in accordance with the Historic Places Act 1993 to destroy, damage or modify an archaeological site.
- iii. All works are also required to comply with the requirements of the Health and Safety in Employment Act 1992.
- iv. This consent does not cover any consents that may be required for road widening and realignment works. The consent holder is responsible for obtaining any other resource consents that are required for road widening, including any resource consents required from Waikato Regional Council.
- v. This consent does not cover any consents that may be required for the establishment and operation of the alternative car park in Te Waitere. The consent holder is responsible for obtaining any other resource consents that are required to establish and operate this car park.
- vi. During the hearing, it was indicated that discussions had been held with the occupier of the 'Kana Homestead' dwelling, and that acoustic treatment of that dwelling had been discussed. While requiring any such work would involve third party approval (and therefore cannot be imposed as a condition of consent) the consent holder may wish to continue discussions with the owner of the Kana Homestead in order to implement such measures.
- vii. Nothing in this resource consent removes the need for the consent holder to apply for any approvals required under the Wildlife Act 1953. For the avoidance of doubt, neither this resource consent nor the agreement by the Director-General of Conservation to the conditions of this resource consent (including by way of side agreement), constitutes lawful authority under the Wildlife Act.

