

Appendix 1 Officers Report RHL Monorail Nov 2011

Proposed Special Conditions

Special Conditions

Definitions

Practicable:

Means in this context:

the reasonableness and appropriateness of a method for preventing or minimising adverse effects on the environment, having regard, among other things, to:

- (a) The nature of the activity authorised by the concession and the sensitivity of the receiving environment to adverse effects;
- (b) The financial implications, and the effects on the environment, of that option when compared with other options; and
- (c) The current state of technical knowledge and the likelihood that the option can be successfully applied.

1. Project Liaison Advisor

1.1 The Concessionaire shall fund the role of Project Liaison Advisor to act as a liaison contact between the Concessionaire and the Grantor prior to and during the term of construction of the concession activities authorised by this concession. The position description, tenure and level of remuneration of the Project Liaison Advisor will be agreed between the Concessionaire and the Grantor, and failing agreement will be determined by arbitration under condition 19 of Concession Documents standard conditions.

1.2 The role of the Project Liaison Advisor will include:

- (a) Giving effect to the 'Implementation Protocol' in accordance with condition 2;
- (b) Participating in the final route selection process;
- (c) Review of Construction Specifications and Plans and other documentation submitted to the Grantor under this concession;
- (d) Facilitating the audit (as required by conditions 3.2 – 3.8) of the Construction Specifications and Plans and making appropriate recommendations to the Grantor based on those documents;
- (e) Monitoring compliance by the Concessionaire with Construction Specifications and Plans required pursuant to this concession; and

- (f) Monitoring and coordinating any ongoing restoration works and making recommendations to the Grantor regarding successful progressive and long-term restoration and rehabilitation of the Site.
- 1.3 The appointment of the Project Liaison Advisor will be by the Grantor following consultation with the Concessionaire, and the Project Liaison Advisor will report to the Grantor.
- 1.4 The Project Liaison Advisor will be a senior position, requiring a range of professional skills necessary for liaising effectively and autonomously with the Concessionaire, the Department, territorial authorities, other external consultants, insurance companies and bondsmen. The Project Liaison Advisor must have a strong proven performance in relationship management for large-scale developments in environmentally sensitive areas.
- 1.5 The Project Liaison Advisor must be appointed by the exercise date for this concession, which is not longer than five years after the commencement date. The Concessionaire shall give to the Grantor approximately 6 months notice of the intended exercise date to allow the appointment process to commence. Pending such appointment the Grantor may, if he/she considers it necessary and desirable, appoint an interim liaison person at any time between the date of execution of this Concession and the exercise of this concession; and such interim liaison person will carry out the role of the Project Liaison Advisor as envisaged by condition 1.2 of the Special Conditions for this concession.
- 1.6 The Project Liaison Advisor's role will cease once the construction of the monorail and termini are complete. The Project Liaison Advisor's role may continue past this point if both the Grantor and Concessionaire agree. If this occurs, the role of the Project Liaison Advisor will be re-defined and agreed to in writing by both the Grantor and Concessionaire.
- 1.7 The Project Liaison Advisor may, with the prior approval of the Grantor and Concessionaire, call on additional independent external consultants for specialist advice on matters reasonably raised by the Concessionaire's operations carried out under this concession. The Project Liaison Advisor will advise anticipated costs of consultants to both the Concessionaire and Grantor and such costs shall be approved by the Concessionaire prior to any consultant being engaged. The Concessionaire shall meet the approved and reasonable costs of such consultants.

2. IMPLEMENTATION PROTOCOL

- 2.1 The Concessionaire shall prepare, in consultation with the Grantor, and submit to the Grantor for approval an Implementation Protocol. The purpose of the Implementation Protocol shall be to outline the process for conducting relationships and reaching agreements between the Grantor and Concessionaire. The Implementation Protocol shall include, but not be limited to the following:
 - (a) A description of the intentions and objectives of both the Grantor and Concessionaire to work together in good faith to implement the Concession;

- (b) A description of a process to facilitate discussions between the Grantor and Concessionaire should any matters arise during the implementation of the Concession that require further discussion, review or resolution;
- (c) A description of a dispute resolution process which shall be implemented should any disagreement arise between the Grantor and the Concessionaire during the implementation of the concession; and
- (d) The process to identify and determine the final route selection having particular regard to the criteria set out in condition 5.

3. CONSTRUCTION SPECIFICATIONS AND PLANS

3.1 Prior to construction, the Concessionaire shall prepare for the approval of the Grantor Construction Specifications and Plans for all components of the concession activity, to demonstrate compliance with the concession conditions.

- (a) The Construction Specifications and Plans shall include;
 - i Final Design Specifications including final proposed 'on the ground' location of all structures, vegetation disturbance and land disturbance proposed or required by this concession;
 - ii A Construction Management Plan;
 - iii A Recreation Users Management Plan;
 - iv A Vegetation and Habitat Management Plan;
- (b) The specifications and plans listed in (a) may be prepared and submitted to the Grantor in separate parts, and be submitted to the Grantor at different times.
- (c) Once approved by the Grantor, the specifications and plans set out in (a) shall be implemented by the Concessionaire or its agents.
- (d) Any amendment to the specifications and plans identified in condition (a) shall be submitted to the Grantor in writing, and approved via the audit process set out in condition 3.2 – 3.8.

3.2 Audit of Construction Specifications and Plans

The Grantor will audit the Construction Specifications and Plans to ensure that final 'on the ground' design and construction specifications do not differ substantially in location, type, scale or level of effect to the concession application lodged by the Concessionaire (the concession application lodged by the Concessionaire comprises those documents listed in schedule ## (Appendix A(ii) of this report 'documents comprising concession application')). The Concessionaire shall ensure that these plans are prepared by a suitably qualified person or persons.

3.3 Audit to Include Physical Inspection

The audit process shall be agreed between the Grantor and the Concessionaire, but is to include physical on the ground inspection of the proposed location of all structures, vegetation disturbance and land disturbance (as defined).

3.4 Audit may be Conducted Independently by Approved Auditor

The Grantor may require the Construction Specifications and Plans provided pursuant to this concession to be independently audited by an auditor approved by the Grantor. The auditor shall certify that the specifications and plans have been prepared in accordance with best practice for the relevant discipline, and shall advise the Grantor if the level of effect arising from on the ground application of the Construction Specifications and Plans would exceed the level of effects, or type of effects, described by the Concessionaire in the concession application.

3.5 Approved Plans, Specifications become part of Concession Agreement

Once audited and approved by the Grantor, the Construction Specifications and Plans shall form part of this concession, and the Concessionaire shall not deviate from these Specifications and Plans set out in condition 3.1 without prior written approval of the Grantor.

3.6 Costs to be Met By Concessionaire

The Concessionaire shall pay the reasonable costs incurred by the Grantor (including costs of independent audit) in auditing and approving all Construction Specifications and Plans required pursuant to this Concession. All costs shall be discussed with the Concessionaire prior to engaging any outside consultants.

3.7 Submission and Approval within a Reasonable Timeframe

All Construction Specifications and Plans provided pursuant to this concession shall be provided by the Concessionaire to the Grantor within reasonable time frames to allow the Grantor to review these plans. The Grantor shall review and approve all documents submitted in accordance with condition 3.1 within reasonable timeframes. Such approval shall not be unreasonably or arbitrarily withheld.

3.8 Construction following Written Approval

Construction shall not commence until the Construction Specifications and Plans have been approved by the Grantor, unless written approval to do so has been provided by the Grantor.

CONSTRUCTION SPECIFICATIONS AND PLANS

4. FINAL DESIGN SPECIFICATIONS

4.1 Prior to the commencement of construction, the Concessionaire shall submit Final Design Specifications in accordance with condition 3.1(a)(i) to the Grantor for approval. The Grantor will audit the Final Designation Specifications in accordance with conditions 3.2 to 3.8. The overall objectives of the Final Design Specifications shall be to:

- (a) Detail the proposed 'on the ground' location of all structures authorised by this concession; and

- (b) Detail final design of all structures, land disturbance and vegetation clearance authorised by this concession, including estimates of earthwork cut and fill volumes, vegetation clearance areas and volumes; and
- (c) Provide a map (or series of maps) which identifies sites of significant habitats along the route, an explanation of the effects on such significant habitat and a description of any mitigation proposed. The mitigation shall be implemented in accordance with the Vegetation and Habitat Management Plan set out in condition 18.

5. ROUTE LOCATION SELECTION CRITERIA

5.1 In selecting the final location for the structures, land disturbance and vegetation disturbance provided for by this concession (in accordance with the Implementation Protocol required by condition 2.1(d), and presented as part of the Final Design Specifications required by condition 3.1(a)(i)), the Concessionaire shall protect the following habitats (known as "significant habitats" which are those which are considered ecologically valuable by virtue of their rarity, integrity, habitat value, species diversity and/or representativeness within the region) by avoiding or protecting them from the construction of the concession activities to the extent that is practicable:

- (a) Short tussock grasslands;
- (b) Wetlands;
- (c) Bog pine shrubland; and Matagouri shrubland, or other divaricating shrubland;
- (d) Red tussock grasslands;
- (e) Threatened plant species such as *Alepis flavida*;
- (f) Mature red beech forest (with height exceeds 25 m and diameters exceeding 55 cm);
- (g) Mature mountain beech or silver beech forest (with heights exceeding 20 m and diameters exceeding 45 cm);
- (h) Regenerating shrublands and forest edge; Fertile, well drained flood plains (Environment L1.1c) covered with indigenous vegetation.

5.2 In selecting the final location for the structures, land disturbance and vegetation disturbance provided for by this concession (in accordance with the Implementation Protocol required by condition 2.1(d), and presented as part of the Final Design Specifications required by condition 3.1(a)(i)) the following matters shall:

- (a) Minimise the amount of earthworks required to the extent practicable so as to reduce the potential for weed invasion;
- (b) Maintain the highest practicable canopy cover through the forested sections of the route. This will be achieved by selecting a route requiring reduced vegetation clearance relative to other routes and by judicious felling of individual trees so as to avoid collateral damage;
- (c) Protect large trees (with diameters at breast height exceeding 60 cm), and in particular potential bat roost trees, from any disturbance or earthworks within the

outer canopy drip line. Such disturbance will be minimised to the extent practicable by appropriate route selection in consultation with the Grantor. At locations where it is agreed that avoiding disturbance within the outer canopy dripline is not practicable, management to protect shallow and surface roots will be considered on a case by case basis in consultation with the Grantor;

- (d) During construction, minimise to the extent practicable any adverse effects of river crossings on nests of any threatened river bird species; and
 - (e) Avoid to the extent that is practicable ridgelines which would result in structures or land disturbance being visible outside of the easement corridor.
- 5.3 The Concessionaire shall not remove any tree with a DBH (measurement of diameter at breast height) exceeding 2 m.
- 5.4 Disturbance of riparian margins shall be minimised to the extent practicable.

6. LIMITATIONS ON AREA TO BE DISTURBED

- 6.1 The Concessionaire shall work in the smallest area practicable, taking into account the route selection criteria described in condition 5.
- 6.2 The Concessionaire shall use best endeavours to ensure that the vegetated clearance areas for those elements of the concession activity listed below do not substantially exceed the areas set out below;

	Clearance (m ²)
Monorail track	109,800
Construction/ MTB track incl link route	177,730
Spur tracks	19,988
Passing places	8,130
Terminus Buildings	1,350
Roading	5,589

- 6.3 Areas in addition to those listed in 6.2 will be cleared for concession activities not listed above (such as, but not limited to, for the new Kiwi Burn Hut and any toilets or shelters constructed by the concessionaire along the MTB track).
- 6.4 Areas in addition to those listed in 6.2 will be cleared for activities such as waste disposal fields and cut and fill batters at the terminus sites. Where practicable, these will be rehabilitated with vegetation following the completion of construction.
- 6.5 Anticipated vegetation clearance areas will be included in the Final Design Specifications required by condition 3.1(a)(i), and audited in terms of conditions 3.2 to 3.8.
- 6.6 If, during the preparation of the Final Design Specifications, the Concessionaire determines that the total clearance areas will exceed the areas set out in 6.2 above, the justification for the areas to be cleared will be included in the Final Design Specifications

and audited by the Grantor in accordance with the process set out in conditions 3.2 to 3.8.

- 6.7 Once audited and approved by the Grantor in accordance with conditions 3.2 to 3.8, the vegetation clearance areas shall form part of the Vegetation and Habitat Management Plan required by condition 18.

7. CONSTRUCTION MANAGEMENT PLAN

- 7.1 Prior to the commencement of construction, the Concessionaire shall submit a Construction Management Plan to the Grantor for approval in accordance with condition 3.1(a)(ii). The Grantor will audit and approve the Construction Management Plan in accordance with conditions 3.2 to 3.8. The overall objectives of the Construction Management Plan shall be to:

- (a) Provide guidance on environmental management for the construction of the concession activities;
- (b) Reduce any adverse environmental effects associated with construction of the concession activities where practicable;
- (c) Provide detail of the construction methodologies and management of effects during construction;
- (d) Describe the methods proposed for the construction of the concession activities and the programme for construction of each element;
- (e) Describe what actions will be taken to manage the actual or potential effects of construction of the concession activities;
- (f) Provide a list of key personnel and points of contact throughout the construction period; and
- (g) Describe how stakeholders will be kept informed during construction and how complaints (if received) will be managed.

- 7.2 The Concessionaire shall ensure that the Construction Management Plan includes a subset of management plans that cover the following topics as a minimum:

- (a) Health and Safety;
- (b) Hazardous Substances;
- (c) Traffic Management;
- (d) Noise and Lighting Management;
- (e) Risk Management;

- (f) Waste Management;
- (g) Archaeological and Heritage Protocols and Plans;
- (h) Erosion and Sediment Control; and
- (i) In River Works.

8. CONSTRUCTION MANAGEMENT PLAN - HEALTH AND SAFETY PLAN

8.1 The Concessionaire shall ensure that a Health and Safety Plan pertaining to the construction of the concession activities within the site is prepared and audited in accordance with conditions 3.1 to 3.8. The objectives of the Health and Safety Plan shall be to:

- (a) Avoid harm to the workforce and visitors on site during construction of the concession activities;
- (b) Identify areas where construction works are likely to overlap with areas used by the public and include management provisions to ensure the safety of both contractors and the public; and
- (c) Identify, isolate and minimise any risks associated with hazards, and to implement and adhere to appropriate emergency protocols and incident reporting.

8.2 A list of all hazardous substances likely to be stored, handled or used in the construction of the concession activities will be included in the Health and Safety Plan. The Concessionaire shall ensure that material safety data sheets (MSDS) are held on site for all chemicals included in this list.

8.3 Procedures for the storage and handling of the hazardous substances listed in accordance with condition (immediately above) will be included in the Health and Safety Plan. The Concessionaire shall ensure that all staff are trained in the management of hazardous substances.

9. CONSTRUCTION MANAGEMENT PLAN - HAZARDOUS SUBSTANCES MANAGEMENT PLAN

9.1 The Concessionaire shall ensure that a Hazardous Substances Management Plan is prepared and audited in accordance with conditions 3.1 to 3.8. The objectives of the Hazardous Substances Management Plan shall be to:

- (a) List the hazardous substances kept on site and record the material safety data sheets (MSDS).

- (b) Reduce the risk that hazardous substances pose with respect to environmental and health and safety matters including risks to staff and the public from the accidental discharge of hazardous substances;
 - (c) Ensure that all practicable measures are taken to safely store hazardous substances and to reduce the likelihood of accidental spills; and
 - (d) Reduce the adverse effects of any accidental spills.
- 9.2 Refuelling, lubrication, mechanical repairs, and storage of hazardous substances or dangerous goods during construction of the concession activities shall be undertaken in accordance with the Hazardous Substances Management Plan required by condition 9.1, so as to ensure that spillages of hazardous substances onto the land surface or into a water body does not occur and accidental spillages are dealt with properly.
- 9.3 The Hazardous Substances Management Plan shall require the Concessionaire to ensure that any refuelling vehicle carries a spill kit of loose absorbent material at all times, to absorb spilled fuel. In the event of a spill, the absorbent material shall be laid immediately over the site of the spill, and every practical step taken to contain the fuel. All contaminated soil must be removed from the site and disposed of in an environmentally safe manner. The Concessionaire must immediately report all fuel spills over 1 litre to the Grantor.
- 9.4 The Hazardous Substances Management Plan shall require the Concessionaire to ensure that machinery with fuel or oil leaks shall not be used on the site.
- 9.5 The Hazardous Substances Management Plan shall require any stationary diesel storage tanks (maximum size 1250 litres) to be bunded when on site and these tanks shall not be located closer than 10 m to any waterway.

10. CONSTRUCTION MANAGEMENT PLAN TRAFFIC MANAGEMENT PLAN

- 10.1 The Concessionaire shall ensure that a Traffic Management Plan pertaining to the site is prepared and audited in accordance with conditions 3.1 to 3.8. The objectives of the Traffic Management Plan shall be to reduce construction traffic and vehicle movements as far as is practicable so as to allow a safe and efficient construction programme and reduce the impact of traffic associated effects, including safety, noise and traffic flow on land administered by the Grantor. The Plan shall detail the traffic management measures to be put in place during construction, including as a minimum management procedures for onsite traffic during construction and measures to minimise traffic noise and traffic dust generation.

11. CONSTRUCTION MANAGEMENT PLAN - NOISE AND LIGHTING MANAGEMENT PLAN

- 11.1 The Concessionaire shall ensure that a Noise and Lighting Management Plan is prepared and audited in accordance with conditions 3.1 to 3.8. The objective of the Noise and Lighting Management Plan shall be to reduce as far as practicable the impact from noise

and light spill arising during the construction of the concession activities. The Noise and Lighting Management Plan shall include the methods and measures to reduce any adverse effects of noise and light spill on the surrounding environment including as a minimum details of the following:

- (a) Measures to ensure compliance with relevant standards for construction noise including NZS6802:2008 'Environmental Noise' and NZS6803:1999 'Construction Noise' (or relevant subsequent standards);
- (b) Noise associated with helicopter landings measured and assessed in accordance with NZS6807:1994 "Noise Management and Land Use Planning for Helicopter Landings Areas" (or relevant subsequent standards);
- (c) Contingency measures (in the event that construction noise standards are exceeded) to be developed; and
- (d) A requirement that all lighting used on site during construction shall be hooded and reflectors are to be positioned downward on the working area as far as practicable.

11.2 The Noise and Lighting Management Plan shall require that during construction of the concession activities the concessionaire shall comply with the requirements of NZS6802:2008 and the long term noise levels tabulated in NZ6803:1999 (or subsequent relevant standards). The appropriate location for monitoring the levels of noise undertaken during construction of the concession activities are the walking tracks and other publically accessible areas most exposed to construction noise.

12. CONSTRUCTION MANAGEMENT PLAN - RISK MANAGEMENT PLAN

12.1 The Concessionaire shall ensure that a Risk Management Plan is prepared and audited in accordance with conditions 3.1 to 3.8. The objective of the Risk Management Plan shall be to identify potential risks and determine a risk management strategy so as to avoid, mitigate, transfer, or accept any risks identified. The Risk Management Plan shall provide for appropriate measures to be put in place to deal with accidents, or emergencies and that any incidents or potential incidents are dealt with effectively and efficiently. As part of the Risk Management Plan the Concessionaire shall maintain on a regular basis a risk register that covers the following matters as a minimum:

- (a) Health and safety risks;
- (b) Environmental risks;
- (c) Technical risks;
- (d) Timing risks;
- (e) Fire risks; and
- (f) Weather and Natural Hazards risks

- 12.2 The Risk Management Plan shall require that during construction of the concession activities no fires are to be lit on the site and extreme care is to be taken with equipment likely to start fires. Appropriate fire extinguishing equipment is to be kept on the Site at all times during construction.

13. CONSTRUCTION MANAGEMENT PLAN - WASTE MANAGEMENT PLAN

- 13.1 The Concessionaire shall ensure that a Waste Management Plan is prepared and audited in accordance with conditions 3.1 to 3.8. The objective of the Waste Management Plan shall be to avoid or minimise as far as is practicable the production of solid waste materials, manage the storage of waste so as to prevent contamination of soil or water at or near the site and to manage the disposal of waste. The Waste Management Plan shall contain a waste management strategy which includes as a minimum:

- (a) A strategy to ensure the maintenance of a tidy construction site (i.e. clear of rubbish, food scraps to prevent pests); and
- (b) A description of the appropriate treatment (if applicable), storage and disposal facilities for waste products.

- 13.2 The Waste Management Plan shall require that all rubbish and surplus materials are to be removed from the site at the completion of construction works.

14. CONSTRUCTION MANAGEMENT PLAN - ARCHAEOLOGICAL AND HERITAGE PROTOCOLS AND PLANS

- 14.1 The Concessionaire shall ensure that Archaeological and Heritage Protocols and Plans are prepared and audited in accordance with conditions 3.1 to 3.8. The objective of the Archaeological and Heritage Protocols and Plans shall be to manage any potential or actual construction effects on any cultural, archaeological or heritage sites identified either prior to construction or unearthed during the construction phase. The Archaeological and Heritage Protocol and Plan shall contain the following matters as a minimum:

- (a) Identification training;
- (b) Accidental discovery of Koiwi (human skeletal remains), taonga or artefact protocols and procedures; and
- (c) Pounamu discovery protocols and procedures.

- 14.2 Prior to construction commencing the Concessionaire shall implement a training programme for construction staff by a recognised archaeological expert regarding methods for appropriately identifying, reporting and managing features of archaeological significance including artefacts, sites and human remains.

- 14.3 The Concessionaire shall ensure that in the event of any Koiwi (human skeletal remains) being discovered during construction the following actions are taken in accordance with the Archaeological and Heritage Protocol and Plans required by condition 14.1:
- (a) Construction work within a 50 m radius of the site shall cease immediately and indefinitely until Te Ao Marama Inc and/or New Zealand Police advise that it can recommence;
 - (b) Advice of the discovery shall be reported, as soon as practicable, to Te Ao Marama Inc (Ngāi Tahu Murihiku Resource Management Consultants), the New Zealand Police, the Project Liaison Advisor and the Grantor;
 - (c) A site inspection by the appropriate Te Ao Marama Inc and their advisors including statutory agencies, and/or the New Zealand Police will be scheduled to determine whether the discovery is likely to be extensive and whether a thorough site investigation is required; and
 - (d) Any materials discovered will be handled and removed by iwi responsible for the tikanga appropriate to their removal or preservation.
- 14.4 The Concessionaire shall ensure that in the event of discovery of any artefact or historical, cultural, or archaeological material during construction, the following shall apply in accordance with the Archaeological and Heritage Protocol and Plans required by condition 14.1:
- (a) Construction work within a 50m radius of the artefact or historical, cultural or archaeological material shall cease immediately;
 - (b) Advice of the discovery shall be reported, as soon as practicable, to Te Ao Marama Inc (Ngāi Tahu Murihiku Resource Management Consultants), the Project Liaison Advisor and the Grantor; and
 - (c) No work shall recommence until an agreement has been reached between the parties regarding appropriate protection measures for the artefact or material found.
- 14.5 The Concessionaire shall comply with their Cultural Impact Assessment (Te Ao Marama. 2004. *Cultural Impact Assessment on the Ngāi Tahu Spiritual and Cultural Relationship with the Manawapopore/Hikuraki [Mavora Lakes] Area, prepared for Riverstone Holdings Limited for Fiordland Link Project*, Te Ao Marama Inc, and subsequent *Updated Cultural Impact Assessment, Riverstone Holdings Limited for the Fiordland Link Experience* October 2010) in regards to agreements made with Iwi regarding ongoing liaison and consultation regarding the project.
- 14.6 The Concessionaire shall consult the relevant Papatipu Rūnanga if they wish to use Ngāi Tahu cultural information. If the Concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any Department produced interpretative material in respect to

Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.

- 14.7 The Concessionaire acknowledges that pounamu (including all nephrite, semi-nephrite, bowenite and serpentine) is under the ownership of Te Rūnanga o Ngāi Tahu pursuant to the Ngāi Tahu (Pounamu Vesting) Act 1997.
- 14.8 No pounamu may be removed or recovered by the Concessionaire or their employees/clients.
- 14.9 Where any pounamu is found by the Concessionaire, they shall immediately notify the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, ph 0800 Kai Tahu (0800 524 8248).
- 14.10 The Concessionaire shall ensure that any interpretation provided to its clients on Ngāi Tahu historical, spiritual, or cultural association with pounamu or any pounamu area is entirely consistent with the Ngāi Tahu Pounamu Resource Management Plan or any Department produced interpretative material.
- 14.11 The Concessionaire shall notify the relevant papatipu rūnanga if they are using the above information, as a matter of courtesy.
- 14.12 Where the Concessionaire wishes to provide clients with information not contained in these sources, which relate to Ngāi Tahu historical, spiritual or cultural association with pounamu or any pounamu area, then the Concessionaire shall consult with the local papatipu rūnanga before using any other information to ensure such information is both appropriate and accurate.

15. CONSTRUCTION MANAGEMENT PLAN - EROSION AND SEDIMENT CONTROL PLAN

- 15.1 The Concessionaire shall ensure that an Erosion and Sediment Control Plan is prepared and audited in accordance with conditions 3.1 to 3.8. The objective of the Erosion and Sediment Control Plan shall be to reduce any erosion and landform instability resulting from construction of the concession activities. The Erosion and Sediment Control Plan shall include the following details:
 - (a) Measures to ensure that work is undertaken in accordance with Auckland Regional Council TP90, and any relevant Department of Conservation Standards;
 - (b) Identification of the works areas and staging;
 - (c) Measures that will be established to minimise erosion and runoff, including the use of energy dissipaters, fencing, hay bales, and sediment retention ponds required; and
 - (d) Rehabilitation that will be implemented post construction to minimise sediment and erosion movement.

- 15.2 The Erosion and Sediment Control Plan shall describe methods to remove any excess fill in a timely manner. The removal of any excess fill must be undertaken in accordance with that Plan.

16. CONSTRUCTION MANAGEMENT PLAN - IN RIVER WORKS MANAGEMENT PLAN

- 16.1 The Concessionaire shall ensure that an In River Works Management Plan is prepared and audited in accordance with conditions 3.1 to 3.8. The objective of the In River Works Management Plan shall be to ensure that a healthy aquatic ecosystem is maintained in the rivers and streams along the route and that any adverse effects arising from the construction of the concession activities are appropriately managed. The In River Works Management Plan shall include:

- (a) Measures to ensure that work within active river beds is avoided as far as are practicable;
 - (b) Measures to ensure that any works which could affect the integrity of the stream bed and bank structure are avoided as far as practicable;
 - (c) Protocols to ensure that all equipment and machinery is cleaned before entering or shifting between waterways to prevent the spread of Didymo;
 - (d) Measures to ensure that where it will affect waterways the construction of the monorail is timed where practicable to occur during the summer months; and
 - (e) Measures to ensure that construction within the rivers or streams is undertaken as quickly as practicable to avoid ongoing adverse effects.
- 16.2 Prior to the commencement of construction of the concession activities the Concessionaire shall undertake a survey of all streams and waterways to be crossed by the final route in order to delineate the distribution of Didymo through the catchments prior to construction. This study will form the basis for determining whether the streams are Didymo free prior to construction and whether Didymo control methods may be required in areas where Didymo is found after construction of the monorail is complete. The results of this survey shall be submitted to the Grantor.
- 16.3 The In River Works Management Plan shall require that during construction of the concession activities the Concessionaire shall comply with the Didymo prevention and cleaning protocols as set out in Schedule ## before and after contact (including people, equipment, clothing, footwear and other items) with any waterway.
- 16.4 The In River Works Management Plan shall require that during construction and operation of the concession activities the Concessionaire shall comply with all guidelines and notices put out by Biosecurity New Zealand regarding measures to avoid spreading the pest organism *Didymosphenia geminata* (refer to www.biosecurity.govt.nz/didymo).

- 16.5 The In River Works Management Plan shall set out methods that the Concessionaire shall implement to protect small watercourses alongside the construction track from contamination by fill or runoff sediment either by a suitable stand-off distance or by way of physical barriers (including but not limited to silt protection fencing or rock rip-rap).

17. RECREATION USERS MANAGEMENT PLAN

- 17.1 Prior to the commencement of construction of the concession activities, the Concessionaire shall prepare and submit to the Grantor a Recreation Users Management Plan in accordance with condition 3.1(a)(iii) for approval. The Grantor will audit the Recreation Users Management Plan in accordance with conditions 3.2 – 3.8.

- (a) The overall objectives of the Recreation Users Management Plan shall be to:
- i. Minimise the actual or potential effects from construction activities on recreational users in the vicinity of the route to the extent that is practicable;
 - ii. Provide suitable alternative tracks and facilities for recreational users during construction of the concession activities; and
 - iii. Avoid, remedy or mitigate adverse effects on recreational users during the operation of the concession activities.
- (b) The Recreation Users Management Plan shall contain the following details as a minimum:
- i. A description of the timing, sequencing and location of construction activities that may affect recreational users within the surrounding locality;
 - ii. Provision of suitable alternative tracks and huts available to recreational users during construction;
 - iii. Location and design of facilities at the Kiwi Burn including car parking and access across the Mararoa River;
 - iv. The redevelopment of existing facilities to retain existing walking, tramping and hunting values in the area, including realignment of the Kiwi Burn Loop Track;
 - v. The establishment and location of a new hut accessible from the realigned Kiwi Burn Loop Track;
 - vi. Development of a 4WD underpass at the intersection of the monorail and Army Hut vehicle access;
 - vii. The realignment of the Army Hut Walk;
 - viii. A description of the ongoing maintenance obligations of all recreational facilities and assets constructed or provided by the Concessionaire as part of this Concession, including the existing Kiwi Burn Hut;
 - ix. A description of any informative and safety signage proposed; and
 - x. Details of appropriate bridging of the construction/mountain bike track in accordance with SNZ HB 8630:2004.

- 17.2 The Concessionaire shall provide, service and maintain adequate car parking and toilet facilities at the Mararoa River and Te Anau Downs (site of Kiwiburn Terminus and 'Cycle

Link Route' road end) for users of the mountain bike track, for the duration of this concession.

- 17.3 The Recreation Management Plan shall demonstrate that the public shall have full access to the recreational facilities provided or maintained by the Concessionaire for the duration of the concession. Such facilities include;
- (a) Mountain bike track;
 - (b) "New" Kiwi Burn Hut (provided but not maintained by Concessionaire);
 - (c) Existing Kiwi Burn Hut (maintained);
 - (d) All walking track re-routes and new sections of walking track (provided but not maintained by Concessionaire);
 - (e) Toilet facilities at road ends; and
 - (f) Toilet facilities and shelters along the mountain bike track.
- 17.4 Prior to construction commencing, the Concessionaire and the Grantor shall reach agreement on the timing and completion of the new Kiwi Burn Hut and any track re-alignments or re-routes to be constructed by the Concessionaire. This shall form part of the Recreation Users Management Plan. If practicable new hut and track re-alignments will be available for public use before substantial construction works associated with the monorail commence, so as to mitigate effects on other users of the Snowdon Forest Stewardship Area.
- 17.5 In accordance with the Recreation Users Management Plan the Concessionaire shall undertake any modifications required to the (existing) Kiwi Burn Hut that are necessary to ensure that the hut is suitable for use by mountain bikers. The Concessionaire and the Grantor shall agree to the modifications necessary, which shall be carried out by the Concessionaire at the Concessionaires expense (timing to be determined as level of use may not be apparent for a period of two years if not longer).
- 17.6 With the exception of the new Kiwi Burn Hut and re-routed tracks, the Concessionaire shall construct, maintain and service all recreational facilities and assets constructed or provided by the Concessionaire as part of this concession and for the duration of this Concession. The Concessionaire shall construct but not maintain the Kiwi Burn Hut and re-routed tracks. Reasonable costs of maintenance, including inspections carried out by the Grantor, shall be borne by the Concessionaire.
- 17.7 The Concessionaire agrees to undertake all track maintenance work deemed necessary from an annual inspection by the Grantor of the mountain bike track in accordance with SNZ HB 8630:2004, for the duration of this Concession.
- 17.8 The Concessionaire agrees to submit a proposed name for the mountain bike track and new hut to the Grantor for approval.

- 17.9 The Concessionaire shall provide appropriate signage at the start of the track and at locations along the route to be determined in consultation with the Grantor, to guide mountain bikers and provide an indication of distances and expected travel times. These signs will be made according to standard Department guidelines and colours.
- 17.10 The Concessionaire shall require the approval of the Grantor before providing any on-site interpretation panels or producing any printed interpretation. This approval will be dependent on the Concessionaire demonstrating that it has undertaken adequate consultation with local Iwi regarding the interpretation of Maori history, culture and wāhi tapu.

18. VEGETATION AND HABITAT MANAGEMENT PLAN

18.1 Prior to the commencement of construction of the concession activities, the Concessionaire shall prepare and submit to the Grantor a Vegetation and Habitat Management Plan in accordance with condition 3.1(a)(iv) for approval. The Grantor will audit the Vegetation and Habitat Management Plan in accordance with conditions 3.2 – 3.8.

- (a) The overall objectives of the Vegetation and Habitat Management Plan shall be to:
- i. Require that particular regard is had to appropriate ecological criteria in selecting the final route alignment to avoid as far as is practicable significant habitats;
 - ii. Minimise the construction footprint as far as is practicable and to avoid, remedy or mitigate effects on significant habitats during construction of the concession activities;
 - iii. Establish an appropriate monitoring regime;
 - iv. Establish methods to remove and appropriately dispose of vegetation;
 - v. Minimise the introduction and spread of weeds and predator species throughout the construction and operation areas;
 - vi. Rehabilitate all worked areas and non operational areas as quickly as possible following construction activities; and
 - vii. Provide appropriate compensation to offset adverse effects on significant habitats.
- (b) The Vegetation and Habitat Management Plan shall contain the following details as a minimum:
- i. Confirmation that the final route has been selected having particular regard to the route location selection criteria set out in condition 5;
 - ii. A description of the approximate area and approximate total volume of vegetation clearance during the construction of the concession activities;
 - iii. Details of the proposed monitoring programmes including vegetation health surveys of tussocks, wetlands and forest areas that are to be undertaken prior to construction, during and after construction of the concession activities;

- iv. Confirmation of the location of significant wildlife habitats;
- v. Methods proposed to minimise the construction footprint to the extent practicable;
- vi. Methods to mitigate adverse effects on significant habitats including tussocks, wetlands, and forest areas during construction and methods to minimise collateral damage to vegetation outside the construction footprint;
- vii. Methods to ensure the appropriate disposal of vegetation that has been cleared during the construction of the concession activities;
- viii. Identification of the vegetation rehabilitation goals to be achieved, methods to achieve those goals and ongoing management requirements to minimise weeds and predators;
- ix. Identification of a range of contingency measures which can be implemented if required;
- x. Details of the compensation proposed.

19. WILDLIFE HABITAT SURVEY

- 19.1 As part of the preparation of the Vegetation and Habitat Management Plan the Concessionaire shall commission an appropriately qualified terrestrial ecologist to identify and map along the final route and at the location of all activities authorised by this concession, any areas of significant habitat for acutely threatened species including grey duck, long-tailed bats, short-tailed bats, South Island Kaka, black fronted tern, black billed gull, mohua, *Kirkianella novae-zelandiae* and New Zealand falcon.
- 19.2 The Concessionaire will where practicable, avoid the habitat. If avoidance is not practicable the Concessionaire will submit to the Grantor an analysis of effects and proposed methods to remedy or mitigate (including any offset or compensation) those effects.

20. VEGETATION SURVEY

- 20.1 As part of the preparation of the Vegetation and Habitat Management Plan the Concessionaire shall commission an appropriately qualified terrestrial ecologist to carry out a baseline survey of vegetation health along the final route and in one similar control site nearby (chosen in consultation with the Grantor). The Concessionaire shall document the state of the vegetation in both sites and shall collect data with respect to:
- (a) Species composition;
 - (b) Cover abundance in all tiers of vegetation;
 - (c) Plant condition considering leaf colour, wilt, and physical dieback of plants (or parts of plants); and
 - (d) Weed presence.
- 20.2 The Concessionaire shall submit the results and interpretation of the baseline vegetation health survey in the form of a baseline monitoring report to the Grantor. This report shall

be used for the purposes of future comparative analysis of vegetation health during and after construction and to determine whether pre construction weed control is required to protect the habitats along the route as provided for in the Vegetation and Habitat Management Plan.

- 20.3 If, upon consideration of the results of the baseline vegetation health survey, the Grantor and the Concessionaire consider it necessary and appropriate to undertake pre construction weed control along the route then this will be carried out in accordance with the methods set out in the Vegetation and Habitat Management Plan.

21. VEGETATION MANAGEMENT DURING CONSTRUCTION

- 21.1 The Concessionaire shall ensure that appropriate wash down facilities are in place at the site to ensure that all machinery entering the working areas is cleaned before entering the site.

- 21.2 The Concessionaire shall ensure that all gravel, fill or other material brought onto the site comes from a weed free source.

- 21.3 The felling of any trees is to be done in a manner so that damage to surrounding vegetation is avoided where practicable.

- 21.4 Subject to the provisions of the approved Vegetation and Habitat Management Plan, the Concessionaire shall dispose of vegetation on site in areas approved by the Grantor. Felled vegetation shall not be stockpiled in such a way that would cause damage to the surrounding vegetation.

- 21.5 All large trees felled pursuant to this concession are to remain the property of the Grantor. The Concessionaire shall comply with all reasonable instructions given by the Grantor to remove large trees to a site approved by the Grantor for disposal.

- 21.6 During construction of the concession activities the Concessionaire shall monitor the health of the vegetation along the route and in one control site. The monitoring sites shall be consistent with those used in the baseline vegetation health survey undertaken in accordance with condition 20. The survey shall be undertaken once every three months during construction and shall consist of:

- (a) Species composition;
- (b) Cover abundance in all tiers of vegetation;
- (c) Plant condition considering leaf colour, wilt, and physical dieback of plants (or parts of plants); and
- (d) Weed presence.

- 21.7 The results of the survey undertaken in accordance with condition 21.6 shall be compared to the baseline vegetation survey undertaken in accordance with condition 20

to determine the state and health of the vegetation within the construction footprint. The results of the survey and evaluation shall be prepared in report format and submitted to the Grantor as soon as is practicable following each monitoring period.

- 21.8 The report prepared in accordance with condition 21.7 shall identify if any of the indicator triggers set out in the Vegetation and Habitat Management Plan have been reached. If any of the triggers that are set out in the Vegetation and Habitat Management Plan have been reached, then the Concessionaire shall implement an appropriate contingency action in accordance with the Vegetation and Habitat Management Plan, which may include compensation set out in condition 23.

22. VEGETATION REHABILITATION

- 22.1 The Concessionaire shall rehabilitate all worked areas (including spur tracks) in accordance with the Vegetation and Habitat Management Plan not required for the ongoing construction or operation of the concession activities within six months of the conclusion of construction related disturbance, to the satisfaction of the Grantor.
- 22.2 The Concessionaire must stockpile all vegetation cleared during construction for later use to rehabilitate the site, either of the lay down area once it is reduced in size following construction, or the area along the access route.
- 22.3 It is acknowledged that direct transfer is likely to be more successful and appropriate in areas of low growing vegetation than in forested areas, and where it is appropriate and practicable to do so direct transfer of vegetation techniques are to be used. Any transfer of vegetation shall be managed and monitored in accordance with the methods set out in the Vegetation and Habitat Management Plan.
- 22.4 Vegetation rehabilitation of worked areas is to be supervised by a suitably qualified person approved by the Grantor (paid for by the Concessionaire). This person may be the Project Liaison Advisor.
- 22.5 In accordance with the Vegetation and Habitat Management Plan the Concessionaire shall monitor the rehabilitation success in accordance with the monitoring methods set out in that Plan and provide a report on rehabilitation progress to the Grantor on an annual basis until the rehabilitation goals set out in the Vegetation and Habitat Management Plan have been met.
- 22.6 To Concessionaire shall be required to implement any ongoing management of weeds and pests in accordance with the methods set out in the Vegetation and Habitat Management Plan, for the duration of the concession.

23. COMPENSATION

- 23.1 As part of the Vegetation and Habitat Management Plan the Concessionaire shall prepare a plan to provide compensation for any adverse effects of the concession activities. In the event that significant wildlife habitats are adversely affected, any compensation for these effects will be determined on a case by case basis. The scope

and scale of the compensation shall be designed in consultation with the Grantor and reflect the scope and scale of residual adverse effects of the concession activities. The Grantor will determine the final level of compensation.

24. OPERATIONAL MANAGEMENT PLAN

24.1 Prior to the commencement of the operation of the monorail, the Concessionaire shall submit an Operational Management Plan to the Grantor for approval. The Grantor will audit the Operational Management Plan in accordance with conditions 24.2 – 24.7.

- (a) The objectives of the Operational Management Plan shall be to ensure:
 - i. The monorail and its associated tracks and infrastructure are maintained to best practice standards, for the duration of this Concession; and
 - ii. The health and safety of the public and employees are protected at all times during the operation of the monorail.

- (b) The Concessionaire shall ensure that the Operational Management Plan:
 - i. Describes the operational parameters for the monorail, mountain bike track, remaining spur tracks, and amenities and termini;
 - ii. Describes all ongoing maintenance requirements during operation of the monorail, including any environmental obligations such as sediment control and a helicopter landing protocol;
 - iii. Describes the ongoing health and safety requirements of the monorail and mountain bike track for both the public and employees. This includes identification of hazards (tree fall, slips, weather conditions), and protocols that will be adhered to during emergency situations (e.g. fire); and
 - iv. Includes an operational risk register which will be prepared and adhered to during the operation of the monorail.

24.2 Audit

The audit process shall be agreed between the Grantor and the Concessionaire.

24.3 Audit Capable of being carried out Independently

The Grantor may require the Operational Management Plan provided pursuant to this concession to be independently audited by an auditor approved by the Grantor. The auditor shall certify that the plan has been prepared in accordance with best practice for the relevant discipline.

24.4 Operational Management Plan to form part of the Concession Agreement

Once audited and approved by the Grantor, the Operational Management Plan shall form part of this Concession, and the Concessionaire shall not deviate from this Plan without prior written approval of the Grantor.

24.5 Cost of Audit

The Concessionaire shall pay the reasonable costs incurred by the Grantor (including costs of independent audit) in auditing and approving the Operational Management Plan.

All costs shall be discussed with the Concessionaire prior to engaging any outside consultants.

24.6 Submission and Approval of Plan in Reasonable Timeframe

The Operational Management Plan shall be provided by the Concessionaire to Grantor within reasonable time frames to allow the Grantor to review this plan. The Grantor shall review and approve all documents submitted in accordance with condition 24.1 within a reasonable timeframe. Such approval shall not be unreasonably or arbitrarily withheld.

24.7 Commencement Following Written Approval

Operation of the Monorail shall not commence until the Operational Management Plan has been approved by the Grantor, unless written approval to do so has been provided by the Grantor.

25. AIRCRAFT ACCESS

25.1 The Concessionaire shall avoid landing aircraft within public conservation land, except that helicopter landings are permitted during the construction phase (the construction phase being defined as a period (to be confirmed once final design specifications and plans are finalised – but not exceeding 30 months)) in the following circumstances:

- (a) Establishment of survey control early on in project;
- (b) Monitoring of effects during construction
- (c) Heli-logging of large trees during clearing of the route to minimise/avoid collateral damage; and
- (d) Construction of structures in environmentally sensitive or topographically challenging sites.

25.2 The number of helicopter landings conducted as per clause 25.1 above shall not exceed 2 landings per day

25.3 Details of planned helicopter landings shall be provided in the Construction Management Plan and in the Operational Management Plan.

25.3 All other aircraft access is permitted with authorised Aircraft concessionaires only.

26. POST CONSTRUCTION SURVEY MAP

Once construction of the concession activity authorised under this concession is complete (monorail, construction track, termini buildings, roading associated with termini buildings, Cycle Link Route and new Kiwi Burn Hut) the Concessionaire shall provide a surveyed map of all areas occupied for the Grantors approval. Once approved by the Grantor, this map shall form part of this concession.

27. Other Matters

27.1 The Concessionaire shall either at its sole cost meet all responsibilities and requirements, or reimburse the Grantor in respect of any costs of it meeting any responsibilities or requirements, under either the Building Act 2004 or the Resource Management Act 1991, in respect of structures associated with the concession activity, and will at its sole cost meet all statutory, regulatory or common law responsibilities, requirements or legal obligations arising in relation to such facilities, and indemnify and reimburse the Grantor or the Grantor in respect of any costs or liabilities arising out of its statutory, regulatory or common law responsibilities, requirements or legal obligations in relation to such facilities.

28. Bond

28.1 Prior to commencing the Concession Activity, the Concessionaire must provide as surety a trading bank, insurance company or bond guarantor who is acceptable to the Grantor

28.2 The surety must execute (in the case of two or more jointly and severally) in favour of, and on terms acceptable to, the Grantor a performance bond initially set at NZ\$_____ (_____dollars) for due and faithful performance by the Concessionaire of the obligations under the Concession and/or reinstating any disturbed area of the Land to a standard satisfactory to the Grantor where disturbance has been caused by the Concessionaire or any agent of it and/or otherwise remedying or mitigating any adverse effects of the Concession Activity.

28.3 If the initial amount of the bond has not been set in clause ## then prior to the Concession Activity commencing that amount will be set by the Grantor following an independent risk assessment using a methodology approved by the Grantor.

28.4 The initial amount set under either conditions ## or ## may be reviewed at the discretion of the Grantor at any time.

28.5 The cost of any independent risk assessment or review will be paid by the Concessionaire within 10 working days of being given a notice by the Grantor.

28.6 Notwithstanding the expiry, surrender or termination of the Concession document, the bond will not expire and is to remain in full force and effect until such time as all obligations of the Concessionaire under the Concession document have been complied with to the satisfaction of the Grantor.

28.7 If the Concessionaire breaches any condition or fails to carry out any condition of the Concession or in carrying out the Concession Activity there arise adverse effects not authorised or reasonably foreseen in the Concession document the Grantor may call on the bond entered into under this Document or any portion of it to ensure compliance with the conditions of the Concession document or to remedy or mitigate those adverse effects referred to above.

29. Safety¹

- 29.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan, and with any safety directions of the Grantor.
- 29.2 Before commencing the Concession Activity the Concessionaire must;
- (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the Grantor and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) the Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 29.3 If clause (above) applies then if the Concessionaire amends or replaces the safety plan then before the amendment or replacement plan takes effect the Concessionaire must comply with 29.2(b) and (c).
- 29.4 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.
- 29.5 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 5 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 29.6 The Concessionaire must:
- (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
 - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
 - (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
 - (d) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
 - (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements this clause 5.
 - (f) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the

¹ NOTE – the 'safety clause' is a standard condition of concession leases, but not of concession easements – for clarity it is noted here.

Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

