

# Annexure A

## Recommended Conditions

### GENERAL CONDITIONS TO APPLY TO ALL CONSENTS THAT RELATE JOINTLY TO OTAGO REGIONAL CONSENT AUTHORITY & WAITAKI DISTRICT CONSENT AUTHORITY

#### Notes:

- “The Act” means the “Resource Management Act 1991”.
- For the Purposes of these consents, "Consent Authority" means either the Otago Regional Consent Authority or the Waitaki District Consent Authority, singly or jointly, as the case may require, in relation to their respective functions and powers.
- “Quarry or quarry sites” mean:
  - a) The limestone and siltstone quarry at Weston.
  - b) The tuff quarry at Weston.
  - c) The sand extraction site at Windsor.
  - d) The coal mine at Ngapara.

#### **A1 Method of Operations**

- A1.1 All activities authorised by these consents shall be undertaken generally in accordance with the information contained in the Applications and Assessment of Environmental Effects dated February 2007 and all supporting and subsequent technical documents and plans, as provided to the Consent Authorities, except where inconsistent with these conditions.

**[The Commissioners may also wish to use this condition to attach new or amended plans presented with evidence at the hearing]**

#### **A2 Notification of exercise of consent**

- A2.1 The Consent Holder shall notify the Consent Authority in writing of its intention to commence construction of the cement plant or open up the quarries at least two months before, but not more than six months before, the commencement of any activity authorised by these consents.
- A2.2 Notwithstanding condition A2.1, the Consent Holder shall notify the Consent Authorities in writing as soon as practical of the date that activities first commenced under these consents.
- A2.3 The Consent Holder shall notify the Consent Authority in writing of the intention to cease the manufacturing of cement or the extraction of any minerals authorised by this consent at least 2 years prior to any such activity ceasing.

#### **A3 Lapsing of Consents**

- A3.1 Pursuant to Section 125(1) of the Act all resource consents shall lapse on the expiry of five years after the date of commencement of the consents unless the consents are given effect to before the end of that period or upon application in terms of Section 125 (1) (b) of the Act, the Consent Authority grants a longer period of time.

#### **A4 Review of Conditions**

- A4.1 Pursuant to Section 128(1) of the Act, the Consent Authority may review any of the conditions of these consents [except for the air discharge permit for the plant] within

three months of receiving an Annual Work and Rehabilitation Programme by serving notice on the Consent Holder for the purposes of:

- a) Dealing with any adverse effect on the environment which may arise from the exercise of the consents which is appropriate to deal with at a later stage; or
- b) Requiring the holder of any discharge permit to adopt the best practicable option to remove or reduce any adverse effect on the environment; or
- c) Ensuring that the conditions are appropriate and effective in managing the effects of activities permitted by these consents.
- d) Ensuring that rehabilitation is completed in manner anticipated by the conditions of these consents;
- e) Assessing the appropriateness of imposed compliance standards, monitoring parameters, monitoring regimes and monitoring frequencies and to alter these accordingly.

## **A5 Construction Management Plan**

- A5.1 Prior to the exercise of these consents, the Consent Holder shall prepare and submit to the Consent Authorities a Construction Management Plan.
- A5.2 The objective for the Construction Management Plan shall be to minimise the effects of construction activities.
- A5.3 To achieve the objective the Construction Management Plan shall provide detailed descriptions of the following:
- a) The construction programme;
  - b) The potential sources of noise and the methods to be used to avoid or minimise the emissions of noise and associated effects on the environment during construction;
  - c) The volumes and routes of construction related traffic, including over-weight and over-dimension vehicles, and the methods to be used to avoid or minimise the effects of construction traffic and associated effects on the environment during construction. This includes the necessary road and access management procedures to be put in place; and,
  - d) The potential sources of water and associated discharges and the methods to minimise silt and other contaminants from being discharged into the environment.
- A5.4 Prior to finalising the Construction Management Plan, the Consent Holder shall provide an opportunity for the Community Liaison Group to provide input and feedback into preparation of the Plan;
- A5.5 Following the completion of the process outlined in Condition A5.5, the Consent Holder shall provide the Management Plans to the Consent Authorities.
- A5.7 A copy of the latest version of the Construction Management Plan shall be kept on all sites at all times and all key personnel shall be made aware of Plan's contents.
- A5.8 The Construction Management Plan shall be reviewed at least once every six months. Prior to any review the Consent Holder shall provide the opportunity to the Community Liaison Group to discuss the results of all monitoring and discuss any issues arising during construction.
- A5.9 The review shall assess whether management practices are resulting in compliance with the conditions of these consents, and whether the objective of the Construction Management Plan is being met through the actions and methods undertaken. The review shall result in amendments that are necessary to better achieve the objective of the Plan.

- A5.10 Following the completion of the process in Conditions A5.9 above, the Consent Holder shall provide the amended Construction Management Plan to the Consent Authorities, along with the Consent Holder's review reports on the Management Plan, and any associated expert reports, and a copy of discussion and issues raised by the Community Liaison Group.
- A5.11 Subject to any other conditions of these consents, all activities shall be undertaken in accordance with the latest version of the Construction Management Plan.
- A5.12 The Consent Holder shall inform the Consent Authorities when construction is completed and when this Plan no longer applies.

**A6 Annual Work and Rehabilitation Plan**

- A6.1 Prior to the exercise of these consents, the Consent Holder shall prepare and submit to the Consent Authorities an Annual Work and Rehabilitation Management Plan for each of the quarry sites.
- A6.2 The Annual Work and Rehabilitation Management Plans shall include:
- a) A detailed description of the following activities completed in the last 12 months:
    - i) The rates and volume of material excavated from the quarries;
    - ii) The construction or partial construction of any engineered landforms, overburden stockpiles, roads/tracks or any other bulk earthworks and landform modification undertaken or the other stockpiles;
    - iii) The construction of any other buildings;
    - iv) Rehabilitation, including:
      - any recovery, storage, conservation or reuse of topsoil or subsoil;
      - recontouring or shaping of land or works; and,
      - revegetation work carried out on disturbed surfaces.
  - b) An explanation of any departure in the last 12 months of the any works carried out in condition a) above from that proposed in the previous Annual Work and Rehabilitation Plan.
  - c) A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps.
  - d) A detailed description of the following activities proposed in the next 12 months:
    - i) The rates and volume of material excavated from the quarry;
    - ii) The construction or partial construction of any engineered landforms, overburden stockpiles, roads/tracks or any other bulk earthworks and landform modification undertaken or the other stockpiles;
    - iii) The construction of any other buildings;
    - iv) Rehabilitation, including:
      - any recovery, storage, conservation or reuse of topsoil or subsoil;
      - recontouring or shaping of land or works; and,
      - revegetation work carried out on disturbed surfaces.
  - e) Plans showing the actual footprints of all works and structures and any proposed changes at the end of the next 12 months.
  - f) Plans showing the actual contours of all works and structures and any proposed changes in contours at 5 metre intervals at the end of the next 12 months.

- g) A detailed description of seeding and chemical induced weathering treatments completed on the limestone/siltstone quarry faces.
- h) Any other information required by the conditions of consent.

A6.3 The Consent Holder shall submit an Annual Work and Rehabilitation Plan no later than one month prior to each anniversary of the date of commencement of the consents. The Consent Holder may, at any time, amend and resubmit an Annual Work and Rehabilitation Plan to the Consent Authority provided it complies with all other conditions of the consents.

A6.4 The Consent Holder shall provide the Consent Authorities with any further information, or report, which the Consent Authorities may reasonably request after considering any Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.

#### **A7 Community Liaison Group**

A7.1 The Consent Holder shall, prior to the exercise of these consents, undertake an open, public process to offer local residents and interested people the opportunity to be part of a Community Liaison Group.

A7.2 Any such Community Liaison Group shall maintain a balanced representation and shall as a minimum consist of:

- a) At least one representative of each of the communities adjacent to the four application sites and at least one representative from Weston;
- b) At least one representative of the Consent Holder;
- c) Any other key stakeholders considered appropriate by those members of the group appointed under conditions A7.2a and b.

A7.3 At least one representative of the Consent Holder shall attend all meetings of the Community Liaison Group.

A7.4 At least one representative from Waitaki District Council and the Otago Regional Council (in a resource consent regulatory capacity) shall be invited to attend meetings.

A7.5 The Community Liaison Group shall, unless otherwise agreed by the Group, offer the opportunity to meet at least once every six months and carry out an inspection of the application sites at least once every year.

A7.6 The Community Liaison Group shall be provided with any information to which the Consent Authorities are entitled by virtue of these consents, at the Consent Holder's expense.

A7.7 The main purpose of the meetings of the Community Liaison Group is to:

- a) Enable the Consent Holder to explain the progress of the various activities;
- b) Provide input and feedback into the preparation, implementation, review and adaption of the Management Plans;
- c) Receive and discuss the results of monitoring and reporting as required by the conditions of these consents;
- d) Discuss and make recommendations to the Consent Holder regarding any community or cultural concerns regarding the effects of the exercise of these consents;
- e) Receive reports on actions taken by the Consent Holder on any concerns raised.

A7.8 The Consent Holder shall provide the necessary support and meet the reasonable costs of the Community Liaison Group undertaking their functions in accordance with the conditions of these consents.

## **A8 Complaints**

A8.1 The Consent Holder shall maintain a register of complaints and whenever a complaint is received, it shall:

- a) Record the details of the name and address of the complainant and the time of the complaint;
- b) Record a description of the issue, including the date and time, and identify the cause of the complaint and any action taken in response to the complaint;
- c) Upon request of the Consent Authorities, provide details of any complaints and action taken;
- d) Report the details of the complaint and action taken to the next meeting of the Community Liaison Group.

## **A9 Non Compliance**

A9.1 If any breach of these consents occurs, the Consent Holder must notify the relevant Consent Authority within 48 hours of the breach being discovered. Within 7 days of any breach, the Consent Holder must provide written notification to the Consent Authority with an explanation of the cause of the breach, the steps which were taken to remedy the breach and the steps which will be taken to prevent any further occurrence of the breach.

## **A10 Community Support**

A10.1 **[To be completed]**

## **A11 Rehabilitation**

A11.1 Rehabilitation of the quarry sites shall be generally in accordance with those concepts set out in the Landscape Masterplans set out on pages 37, 38 and 39 of Appendix 8 of the AEE (Landscape and Visual Amenity Assessment prepared by Boffa Miskell Ltd, February 2007).

A11.2 The permanent plantings shall generally follow the species listed in Appendix 04: *Provisional Plant Species List* contained in Appendix 8 of the AEE (Landscape and Visual Amenity Assessment prepared by Boffa Miskell Ltd, February 2007) other than those areas to be re-established in pasture grass in accordance with the Landscape Masterplan referred to in condition A10.1.

A11.3 The Consent Holder shall stockpile topsoil and/or subsoil from any disturbed ground, unless the soil is required to be left in place to protect water and soil values. All salvaged soil shall be used for rehabilitation purposes. Prior to any topsoil or subsoil stripping, a report from a suitably qualified expert will be forwarded to the Consent Authority, outlining in detail the methods to recover and store the soil in order demonstrate that the soils will not degenerate over time during storage. The Consent Holder shall implement the methods recommended in the experts' reports.

A11.4 All land disturbed by mining or any other work shall be progressively rehabilitated and revegetated in accordance with the above conditions, although any features to be constructed for a temporary period or any land proposed to be re-disturbed at a later date may be planted in appropriate grasses or other fast establishing species.

A11.5 The Consent Holder shall use its best endeavours to seed and chemically treat all limestone/siltstone quarry faces once work on those faces has been completed.

## **A12 Closure**

- A12.1 The Consent Holder shall prepare and provide the Consent Authorities with a Closure Management Plan for the cement plant site and the quarry sites.
- A12.2 The Closure Management Plan shall be forwarded to the Consent Authorities with the first Annual Work and Rehabilitation Plan.
- A12.3 This plan shall be reviewed annually and any changes to the Closure Management Plan shall be forwarded to the Consent Authorities at the same time as the Annual Work and Rehabilitation Plan.
- A12.4 The objective of the Closure Management Plan is to ensure that the decommissioning of the cement plant and quarries occurs in a manner that minimises any adverse effects on the environment.
- A12.5 The Closure Management Plan shall include:
- a) A description of how the sites would be tested for contaminants and the proposed methods to remedy a site if any are found;
  - b) A description of how any site would be cleared and prepared for pastoral farming or any other appropriate ongoing use;
  - c) A description of any rehabilitation of the land, including contouring and re-vegetation beyond that specified in a relevant Annual Work and Rehabilitation Plan;
  - d) Any proposed monitoring and how this would be put in place;
  - e) If called upon by a Consent Authority, the Consent Holder shall under section 108 (1) (c) of the Act enter into a covenant in favour of the Consent Authority restricting uses which may be made of the land. The covenant shall be in the form required by the Consent Authority and shall be registered against the title or titles to the land concerned. The covenant may be varied, cancelled or renewed at any time by agreement between the Consent Holder and the Consent Authority. All costs, including the costs of the Consent Authority, in relation to the preparation, execution and registration of the covenant, and any variation, renewal or cancellation, shall be paid by the Consent Holder.
- A12.6 The Consent Holder must implement the Closure Management Plan.

## **A13 Final Rehabilitation**

- A13.1 The Consent Holder shall submit to the Consent Authorities a detailed Final Site Rehabilitation Plan at least two years prior to the completion of the mining at each of:
- a) The limestone and siltstone quarry at the Weston site;
  - b) The tuff quarry at the Weston site;
  - c) The sand quarry at the Windsor site;
  - d) The coal mine at the Ngapara site.
- A13.2 The Consent Holder shall submit to the Consent Authorities a detailed Final Site Rehabilitation Plan of the cement plant site at least two years prior to the closure of each of the sites A13.1(a)-(d) above.
- A13.3 The Plans shall be prepared in consultation with the Community Liaison Group.
- A13.4 The Final Site Rehabilitation Plans shall include as relevant:
- a) The final design of all works and structures;
  - b) A plan of the intended final contours, drawn at five metre contour intervals, of all permanent structures and works, including pits, engineered landforms and roads;

- c) A plan showing intended final footprints for all works and structures;
  - d) Details of final proposed vegetation;
  - e) Details of measures to protect public safety, such as appropriate fencing around pits to prevent access.
  - f) Details of management, maintenance, monitoring and reporting proposed by the Consent Holder for the completion of rehabilitation.
- A13.5 The Consent Holder shall ensure all vegetation cover, including pasture vegetation, is self-sustaining by closure of the quarries. This shall be verified in a report prepared by a suitably qualified ecologist and an agricultural scientist, which is forwarded to the Consent Authorities at the same time as any final Rehabilitation Site Plan. Such a report shall include recommendations on the future management of the vegetation. The Consent Holder shall implement the methods recommended in the experts' reports.
- A13.6 The Consent Holder shall locate, form and shape all final features so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. This Consent Holder shall demonstrate that a suitably qualified landscape architect is satisfied that this condition has been met.
- A13.7 The Consent Holder shall remove all buildings, plant and equipment (whether attached to the land or not) associated with the exercise of this consent.
- This condition does not apply to:
- a) Any permanent engineered landform, siltponds, stormwater retention ponds, road or other work and any associated plant and equipment which under this or any other resource consent is permitted or required to remain after this consent expires; or
  - b) Any monitoring structure required by this or any other resource consent to remain after the expiry of any consents.
- A13.8 The Consent Holder must carry out rehabilitation of all sites in accordance with the final site rehabilitation plans.

#### **A14 Bonds**

- A14.1 The Consent Holder must provide and maintain in favour of the Consent Authorities one or more performance bonds to secure the completion of rehabilitation and closure in accordance with the conditions of this consent. At the option of the Consent Authorities, the Consent Holder may be required to provide a separate performance bond to each Consent Authority. In these conditions "*performance bond*" includes one or more bonds.
- A14.2 The performance bond must be in a form approved by the Consent Authorities and shall, subject to these conditions, be on the terms and conditions required by the Consent Authorities.
- A14.3 The performance bond shall provide that the Consent Holder remains liable under the Act for any breach of the conditions of the consent that occurs before the expiry of the consent and for any adverse effect on the environment which becomes apparent during or after the expiry of the consent.
- A14.4 The liability of the Consent Holder under the bond must be unlimited and must not be limited to the amount of the bond.

- A14.5 The performance by the Consent Holder of all obligations of the bond shall be guaranteed by a guarantor acceptable to the Consent Authorities. The liability of the guarantor may be limited to the amount of the bond.
- A14.6 The guarantor shall bind itself to pay for the carrying out and completion of any conditions in the consent on the default of the Consent Holder or on the occurrence of any adverse effect on the environment requiring remedy or mitigation.
- A14.7 The minimum term of the performance bond shall be three years.
- A14.8 The amount of the performance bond shall include:-
- a) The estimated costs of complete rehabilitation and site closure in accordance with the conditions of the consents and any relevant management plans, on completion of the mining operations proposed for the next year and described in the Annual Work and Rehabilitation Programme; and
  - b) Any further sum which is reasonably necessary to remedy any adverse effect on the environment that may arise from the exercise of the consents;
  - c) The estimated costs of monitoring rehabilitation and site closure measures;
  - d) The estimated costs of investigation and analysis of any adverse effect and the prevention, remediation or mitigation of an adverse effect (including testing for contamination and dealing with any site contamination);
  - e) Provision for contingencies;
  - f) Estimated administration and operating costs, including provision for the time of the staff of the consent Authorities and for the fees of consultants the Consent Authorities might reasonably expect to engage.
- A14.9 The Consent Holder must, within 90 days of the grant of consent, provide the Consent Authorities with a report which having regard to all the matters in A14.8:
- a) Identifies the matters to be bonded for;
  - b) Estimates the costs;
  - c) Recommends the initial amount of the bond.
- A14.10 The Consent Authorities shall review the report and give notice, within 60 days of receipt of the report, of the amount of the bond.
- A14.11 If the Consent Holder does not agree with the amount of the bond fixed by the Consent Authorities, then the Consent Holder may, within 14 days, give notice to the Consent Authorities that it wishes to have the matter referred to arbitration in accordance with the Arbitration Act 1996.
- A14.12 Arbitration shall be commenced by the Consent Holder giving written notice to the Consent Authorities advising that the amount of the bond is in dispute and particularising the matters which are in dispute.
- A14.13 If the Consent Holder and the Consent Authorities cannot agree on an arbitrator within 7 days of the notice of the arbitration, then the arbitrator shall be appointed by the President of the Institute of Professional Engineers of New Zealand.
- A14.14 The arbitrator must give an award in writing to the parties within 30 days of appointment, unless the parties agree to extend the time for giving a decision.

- A14.15 The Consent Holder must pay the costs of the Arbitrator and meet the full and reasonable costs of the Consent Authorities in connection with the arbitration.
- A14.16 In each Annual Work and Rehabilitation Programme, the Consent Holder must provide its calculation for the amount of the performance bond for the next year. The Annual Work and Rehabilitation Programme must include the information in A14.8 and A14.9. Conditions 14.10 to 14.15 shall apply with any necessary modifications.
- A14.17 Pending the outcome of the review, but subject to the next condition, the existing bond continues in force. The amount of the bond must be adjusted in accordance with the arbitration decision.
- A14.18 If the arbitrator's decision is not made within 30 days of the arbitrator's appointment, then the amount of the bond shall be the sum fixed by the Consent Authorities until such time as the arbitrator gives an award in writing. At that time the amount of the bond must be adjusted to conform with the arbitrator's decision.
- A14.19 Before the expiry or surrender of the consents, the Consent Holder must provide to the consent authorities a performance and monitoring bond ("final closure bond") which shall run for a period of 20 years from the date of expiry or surrender of consent.
- A14.20 The amount of the final closure bond must include:
- a) The estimated costs of implementing the closure management plan and the final site rehabilitation plans;
  - b) The estimated costs of monitoring the sites for a period of 20 years;
  - c) The estimated costs of dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of the consent. This sum may include, without limitation, provisions to deal with structural instability or failure, land or water contamination, or failure of rehabilitation;
  - d) The estimated costs of investigation and analysis of any adverse effect and the costs of preventing, remedying or mitigating any adverse effect.
  - e) Provision for contingencies;
  - f) Estimated administration and operating costs including provision for the time of the staff of the Consent Authorities and for the fees of consultants the consent authorities might reasonably expect to engage.
- A14.21 12 months prior to expiry or surrender of the consents, the Consent Holder must provide to the consent authorities a report containing:
- a) The matters to be bonded for;
  - b) The estimated costs having regard to all the matters in A14.21;
  - c) The recommended amount of the bond.
- A14.22 Conditions A14.10 to A14.15 shall apply with any necessary modifications.
- A14.23 If, as a result of the decision of the Consent Authorities or of the arbitrator, or of the conditions of consent, the amount of the bond is to be increased, the Consent Holder must lodge a new bond or a variation of the bond with the Consent Authorities within 20 working days. The existing bond shall continue in full force and effect until the new bond is lodged with the consent authorities.

- A14.24 These consents shall not be exercised until the performance bond has been executed by the Consent Holder and guarantor and lodged with the Consent Authorities.
- A14.25 The Consent Holder must cease exercising these consents if the bond lapses, expires or otherwise comes to an end and no replacement bond is in full force and effect and lodged with the consent authorities.
- A14.26 Any bond may be varied, cancelled or renewed at any time by agreement between the Consent Holder and consent authorities, providing that cancellation shall not be agreed to unless a further or new bond acceptable to the consent authorities has been executed by the Consent Holder and guarantor and lodged with the consent authorities.
- A14.27 Section 109(1) of the Resource Management Act 1991 applies to any bond.
- A14.28 The consent authorities may accept in place of a bond a cash deposit for the amount of the bond. If a cash deposit is paid, then interest which is earned on the deposit shall accrue to the consent authorities. If the deposit is repaid to the Consent Holder, the Consent Holder shall be entitled to receive all accrued interest, less resident withholding tax and bank fees, unless the consent authorities have had to use the deposit or any part of it in dealing with any matter for which the bond has been provided. The consent authorities shall provide the Consent Holder with a full statement of account for the money received and expended.
- A14.29 All costs of the Consent Holder and the consent authorities in providing, reviewing, varying or renewing any bond must be paid by the Consent Holder.

**GENERAL CONDITIONS TO APPLY TO ALL CONSENTS THAT RELATE JOINTLY TO  
WAITAKI DISTRICT CONSENT AUTHORITY**

**A15 Management Plans – General**

- A15.1 Prior to the exercise of these consents, the Consent Holder shall prepare and submit to the Consent Authorities the following management plans for each of the sites to which these consents relate:
- a) A Transport Management Plan that covers all traffic associated with the project;
  - b) A Noise Management Plan for each site;
  - c) A Limestone Vegetation Restoration Plan for a defined area of the Whitstone Escarpment.
  - d) A Lighting Management Plan for each site.
- A15.2 All consents of all Management Plans shall be certified by a suitably qualified expert in the relevant field of the Plan.
- A15.3 Subject to any other conditions of these consents, all activities shall be undertaken in accordance with the latest version of the Management Plans.
- A15.4 The Management Plans shall be reviewed at least once every 5 years by the Consent Holder and may be amended accordingly to take into account any changes required as a result of actions identified in the Annual Work and Rehabilitation Plan.
- A15.5 The review shall assess whether management practices are resulting in compliance with the conditions of these consents, and whether the objectives of the Management Plans are being met through the actions and methods undertaken. The review shall result in amendments that are necessary to better achieve the objectives of the Management Plans.
- A15.6 Prior to finalising the initial Management Plans, and then prior to the review of, and any amendments to, each Management Plan, the Consent Holder shall provide the opportunity to the Community Liaison Group to:
- a) provide input and feedback into the initial preparation, review and adaption of the Management Plans;
  - b) receive and discuss the results of all monitoring and reports as required by the conditions of these consent.
- A15.7 Following the completion of the process outlined in Condition 15.5 above, the Consent Holder shall provide the amended Management Plans to the Consent Authority, along with the Consent Holder's annual review reports on the Management Plans, and any associated expert reports.
- A15.8 A copy of the latest version of the Management Plans shall be kept on site at all times and all key personnel shall be made aware of each Management Plans' contents.

**A16 Transport Management Plan**

- A16.1 The objective for the Transport Management Plan shall be to minimise the effects of traffic generated by activities authorised by this Consent:
- A16.2 To achieve the objective, the Transport Management Plan shall include:
- a) Methods employed to encourage transport to use the preferred and specified routes;
  - b) Methods employed to avoid, where possible, transport movements through Oamaru at peak times;
  - c) Methods to ensure vehicles and pedestrians can cross the railway line safely;

- d) Contingency planning for the transportation of cement in the event of a rail outage;
- e) Methods to prevent or minimise discharges onto roads from heavy traffic;
- f) Methods to avoid or minimise conflict between Holcim trucks and use of the school bus services;
- g) Methods to minimise transport movements past the Weston School at times when children are entering or leaving school;
- h) Methods to train truck drivers on traffic and pedestrian safety matters.
- i) Routes for transporting oversized loads by road.
- j) Maximising the use of rail to move materials, machinery and equipment to the cement plant site, both during and after construction.
- k) Maximising the use of rail to transport cement from the cement plant site and correspondingly minimising the movement of trucks carrying cement to and from the cement plant site.
- l) Methods to avoid staff related traffic using the roads at peak periods, including the use of staff buses and the staggering of shifts from peak periods.
- m) A study from a suitably qualified expert on the possible risk to the Word War I memorial oaks trees from trucks authorised by these consents, with recommendations to Council on which trees require any treatment, including relocation. The trees shall be resurveyed for risks every ten years.

#### **A17 Noise Management Plan**

A17.1 The objective for the Noise Management Plan shall be to minimise the effects of noise generated by activities authorised by this Consent:

A17.2 To achieve the objective, the Noise Management Plan shall include:

- a) A description of the activities authorised by the consents which generate noise;
- b) A description of any noise monitoring and reporting requirements set out in the resource consent conditions;
- c) A description of noise management measures and the methods used to minimise noise at and from a site;
- d) A description of detailed vehicle or plant specifications and vehicle maintenance requirements to avoid excessive noise production (e.g. silencers, mufflers) and details of speed restrictions placed on parts of the site to minimise noise;
- e) A description of any shield, enclosures or barriers to minimise noise.

#### **A18 Limestone Vegetation Restoration Plan**

A18.1 The objective for the Limestone Vegetation Restoration Plan shall be to restore an area of indigenous vegetation associated with the limestone escarpment, as identified on **[Plan to be presented at hearing]**.

A18.2 To achieve the objective, Limestone Vegetation Restoration Plan the shall include:

- a) Methods to prevent stock access;
- b) Methods to manage weed and pest species;
- c) Methods to reintroduce key species associated with limestone outcrops considered necessary for the restoration to succeed;

A18.3 If called upon by the Council, the Consent Holder shall under section 108 (1) (c) of the Act enter into a covenant in favour of the Consent Authority protecting the indigenous vegetation shown on [**Plan to be presented**]. The covenant shall be in the form required by the Consent Authority and shall be registered against the title or titles to the land concerned. The covenant may be varied, cancelled or renewed at any time by agreement between the Consent Holder and the Consent Authority. All costs, including the costs of the Consent Authority, in relation to the preparation, execution and registration of the covenant, and any variation, renewal or cancellation, shall be paid by the Consent Holder.

#### **A19 Lighting Management Plan**

A19.1 The objective for the Lighting Management Plan shall be to minimise the effects of spill lighting and glare:

A19.2 To achieve the objective, the Lighting Management Plan shall include:

- a) A description of the activities and structures authorised by the consents which will contain lighting sources that are externally visible;
- b) A description of lighting management measures and the methods used to minimise spill light and glare;
- c) A description of the luminaire selection for various areas and activities;
- d) A description of the methods used to direct and shield exterior lighting and a description of how building design and the use of bunds and plantings have been integrated into spill lighting and glare mitigation.

#### **A20 Rail Outages**

A20.1 Trains shall not enter or leave the cement plant site before 7.00am or after 10.00pm (Monday to Saturday) except when there has been a disruption to the regular scheduling of the trains due to:

- a) an accident or derailment on the line;
- b) a natural event causing loss of rail line capacity, such as a flood, earthquake, severe rain or snow storm, or severe icing;
- c) prolonged industrial action;
- d) closure of the Port of Timaru.

[Note: Should closure of the rail line occur, contingency planning and transport of cement would be covered by the Transport Management Plan.]

#### **A21 Hazardous Substances**

A21.1 All storage and use of hazardous substances shall be in accordance with the provisions of the Hazardous Substances and New Organisms Act 1996 (HSNO), including compliance with any required emergency management plan, site test location certificate, and stationary container test certificate.

A21.2 The storage of hazardous substances will include provision of secondary containment (bunding) to capture any hazardous substance leakage or spillage. The outdoor bunds shall be designed to also capture all stormwater water runoff.

A21.3 The secondary containment area shall be designed to contain the maximum volume of hazardous substances that can be stored at any one time on the site, plus a further 30% of this design capacity for any outdoor secondary containment.

A21.4 The Consent Holder shall also install an approved oil/water separation system for the waste oil storage tanks with design details forwarded to the Consent Authority.

- A21.5 The off loading connections and supply pipe work associated with the transportation of both waste oil and aqueous ammonia shall be designed to eliminate any land or ground contamination arising from these procedures. Design details shall be forwarded to the Consent Authority.
- A21.6 The waste oil storage tanks at the cement plant shall be provided with a foam injection system to provide protection to the tank and associated supply equipment in the event of fire.

## **A22 Heritage and Archaeology**

- A22.1 Prior to earthworks commencing, an archaeologist shall be appointed and be available should any archaeological material or sites be discovered.
- A22.2 Prior to any earthworks, a full archaeological survey at all sites and assessment shall be commissioned by the Consent Holder and a report shall be forwarded to the Consent Authority and the New Zealand Historic Places Trust.
- A22.3 The archaeologist appointed under condition A22.1 shall be on site in the following circumstances:
- i. To monitor any stripping of topsoil at all sites in those areas where the full archaeological survey and assessment completed under Condition A22.2 reveals high potential for archaeological discovery;
  - ii. To monitor any stripping of topsoil in the area surrounding the tunnel (to the limestone and siltstone quarry) so that a better understanding of soil deposition, plough zone depth, and possible archaeological site distribution is obtained;
  - iii. Prior to any earthworks at the northern end of the proposed plant site, to monitor trial trenches dug (using a digger with a cleaning bucket) so that a better understanding of soil deposition, plough zone depth, and possible archaeological site distribution is obtained.
- A22.4 Notwithstanding conditions A22.2 and 3, should any archaeological material or sites be discovered during the course of earthworks and stripping on the site, work in that area of the site shall stop immediately and the Accidental Discovery Protocol (see attached) shall be followed.
- A22.5 All contractors involved in earthmoving activities shall be subject to education on the identification of archaeological material prior to the commencement of earthmoving activities.
- A22.6 The Consent Holder shall also hold an Archaeological Authority from the New Zealand Historic Places Trust, prior to any work commencing on the site, and all works shall be in accordance with that Authority.
- A22.7 A thorough photographic record of any archaeological sites and features that are intended to be modified shall be undertaken and provided to the Consent Authority and the New Zealand Historic Places Trust.
- A22.8 During any works associated with the development of the plant site or associated roading works, the Memorial Oaks located adjacent to Weston-Ngapara Road shall be protected at all times.

## **A23 Rock Art**

- A23.1 The Consent Holder shall not disturb any rock art identified in Appendix 13 of the AEE (Potential Impacts of the Holcim Cement Works Proposal on the Rock Art and Archaeological Values in the Te Ana Raki, Windsor and Ngapara Areas, Amanda Symon, February 2007).
- A23.2 Prior to the exercise of these consents, the Consent Holder shall prepare and submit to the Consent Authority a Rock Art Management Plan.

- A23.3 The objective for the Rock Art Management Plan shall be to maintain and enhance the rock art.
- A23.4 To achieve the objective the Rock Art Management Plan shall include:
- a) A monitoring programme for the three rock art sites located in Troublesome Gully. This programme shall include measurement of vibration, relative humidity, wind speed, temperature and particulate levels in the vicinity of the sites, both prior to and during construction, and during the ongoing operation of the quarry and plant;
  - b) Preparation of methods to protect the rock art, reviewing issues such as stock control, vegetation, rain water runoff, and human visitation;
  - c) Preparation of methods to enhance the sites around any rock art, including appropriate plantings;
  - d) Details of covenants that could be prepared in order to protect the art work in perpetuity.
- A23.5 This Rock Art Management Plan shall be developed in consultation with Te Runanga o Moeraki and the Ngai Tahu Maori Rock Art Trust and shall be undertaken and provided to the basis of ongoing communication and liaison between the three groups in relation to the management and conservation of rock art sites on the land owned by the Consent Holder.

#### **ACCIDENTAL DISCOVERY PROTOCOL** (refer to condition A22.4)

##### **Purpose**

The purpose of this protocol is:

- To manage and protect the integrity of “known” and “unknown” archaeological sites from undue damage and loss.
- To maximise the opportunity to retrieve physical and archaeological evidence from disturbed sites. In cases where sites clearly are unable to be retained intact, the orderly and systematic removal of archaeological evidence and information of the utmost importance.
- Where Kōiwi tangata (human skeletal remains) are unearthed through a range of causes, man made and natural, provide for the dignified and appropriate cultural management of such sites and remains.
- To obtain quality information on the lives, activities, foods, resource use, trails and camp sites of Ngāi Tahu ancestors from archaeological sites. Early detection and assessment is dependent on early intervention to manage retrieval of such information.
- To retain quality historic information on the lives of people, their activities, resource use and structures.

##### **Process**

In the event of all discoveries the Consent Holder shall undertake the following steps:

1. Cease all works immediately.
2. Advise the site supervisor of the find.
3. The site supervisor shall contact an appointed archaeologist to advise on the significance of the find.
4. If the find is of potential significance to Ngāi Tahu, appropriate “contact” person(s) from Te Rūnanga o Moeraki must be advised.
5. The Historic Places Trust must be advised in all cases.

#### **In cases of wāhi taonga and wāhi tapu**

- The nominated representatives of Te Rūnanga O Moeraki will be consulted by the archaeologist and site supervisor to determine what further actions are appropriate to avoid, reduce, remedy or mitigate any damage.
- The Consent Holder shall consult with the Te Rūnanga O Moeraki on any matters of protocol that they may wish to undertake in relation to the find and prior to the commencement of any investigation.
- The Historic Places Trust shall advise what authorities are required under the Historic Places Act.

#### **In cases of suspected kōiwi tangata**

- The site supervisor shall take steps to immediately secure the area to ensure that the remains are not touched, and then notify the police and the nominated representative(s) of Te Rūnanga O Moeraki.
- The site supervisor must ensure that staff are available to meet and guide Police, Kaumatua and Historic Places staff to the site and to assist with any requests made. The area shall be marked off and if the remains are of Māori origin, Kaumatua will decide what will happen to the remains and advise the Police and other parties of their decision.
- Work may only recommence in the area with the approval of the Police, Kaumatua and the Historic Places Trust.

#### **In all other cases**

- The archaeologist and site supervisor to determine what further actions are appropriate to avoid, reduce, remedy or mitigate any damage.
- The Historic Places Trust shall advise what authorities are required under the Historic Places Act.

#### **Responsibilities**

##### **Te Rūnanga O Moeraki**

1. Prior to earth disturbance inform the Consent Holder of the position of any known sites.
2. To inform the Consent Holder in accordance with tikanga Māori, if there are any matters of protocol which tangata whenua wish to undertake in relation to the commencement of work or significant events.
3. To provide a list of contact persons and phone, fax and mobile numbers to the Consent Holder.
4. To adopt a policy of guaranteeing response to notification of a “site find” within a 24 hour timeframe;
  - a. this will consist of contacting appropriate people and organisations depending on the nature of the “find”;
  - b. arranging a time for inspecting the site;
  - c. co-ordination of the appropriate action to remove or otherwise any archaeological material from the site.

##### **Consent Holder**

1. To require all staff/contractors involved in drilling, earthmoving or mining operations to undertake a training session on the recognition of “in situ” archaeological sites.
2. To implement internal management protocols to ensure staff are aware of the requirement to monitor operations in a way that allows the identification of

archaeological sites including wāhi tapu, wahi taonga, urupā or historic cultural sites.

3. To implement a reporting procedure in the event of a “find” of any archaeological material as described in the Process above.
4. To ensure that the Consent Holder will meet all statutory obligations under the Historic Places Act 1993 and comply with all conditions of resource consent as they relate to matters of archaeological significance.
5. To provide a copy of the work plan to Te Rūnanga O Moeraki and the Historic Places Trust.
6. To appoint an archaeologist(s) approved by Te Rūnanga O Moeraki to be available during excavations to act as an advisor on identification or protection of wāhi tapu, wāhi taonga, urupā or historic cultural sites. This person(s) to be on-site as required by conditions of resource consent or as required in the event of a discovery.

**A24 Reserves/Financial Contribution**

**[To be completed.]**

LRC07/08a Land Use Consent	To construct and operate a cement manufacturing plant and associated facilities
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**B1 Compliance with General Conditions**

B1.1 The general conditions of consent set out in Part A shall apply to this consent.

**B2 Construction Noise Limits**

B2.1 During periods of construction the noise levels shall not exceed the recommended upper limits for levels of construction work noise as required by NZS 6803:1999 Acoustics – Construction Noise. The term construction noise includes all works up to and including the commissioning of the cement plant.

**B3 Operational Noise Limits**

B3.1 Noise from activities shall not exceed the limits set out below within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder)

55dBA L<sub>10</sub> 7am - 10pm Monday to Friday

55dBA L<sub>10</sub> 7am - 7pm Saturday

40dBA L<sub>10</sub> At all other times

75dBA L<sub>max</sub> 10:00pm – 7:00am

B3.2 Noise levels shall be measured in accordance with the requirements of New Zealand Standard NZS 6801:1991 Measurement of Sound and assessed in accordance with the requirements of NZS 6802:1991 Assessment of Environmental Sound.

**B4 Noise Monitoring**

B5.1 Noise monitoring shall be conducted to verify that the activities within the cement plant site comply with the noise limits described in Condition B3.1 above. The noise monitoring shall be conducted in accordance with the requirements of NZS 6801:1991 Measurement of Sound and include:

a) Within one month after the plant has been commissioned, noise verification measurements shall be undertaken by a person experienced in measuring noise within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder). The results are to be provided to the Consent Authority within one week of undertaking the measurements.

b) 12 months after the plant has been commissioned, and at any other time requested by the Consent Authority, noise measurements shall be conducted by a person experienced in measuring noise at the same positions as set out in (a). The results are to be provided to the Consent Authority within one week of undertaking the measurements. In the event of any non-compliance the Consent Holder shall advise the Consent Authority immediately of the steps they will implement to achieve compliance and the time they expect to take to resolve the matter. Additional measurements shall be undertaken once the activity has been modified and the noise measured and reported as set out above.

## **B5 Cement Plant – Visual Mitigation**

B5.1 The plantings and bunding on and around the cement plant site shall be generally in accordance with those Landscape Masterplans

**[to be updated at the hearing].**

B5.2 Those cement plant buildings shown and listed on the layout plan for plant site referred to Appendix 3a of the AEE shall not exceed a reflectivity of 37%.

B5.3 Those cement plant buildings shown and listed on the layout plan for plant site referred to Appendix 3a of the AEE shall be painted in the following colours:

- i. Limestone/tuff storage (number 4 on plan) – [colour chart numbers]
- ii. Coal storage (number 5 on plan) - [colour chart numbers]

**[to be completed]**

## **B7 Lighting**

B7.1 All fixed lighting sources shall not be visible from any location beyond the site.

B7.2 Spill lighting shall not exceed 10 lux spill (horizontal or vertical) within 20 meters of any occupied rural dwelling (other than those owned by the Consent Holder), measured at a height of two metres above ground level.

B7.3 Where maintenance for the cement plant is required, the light spill limits set out in condition B7.2 may be relaxed up to a magnitude factor of three providing such relaxation factor does not exceed 30 days per year.

B7.4 The Consent Holder shall, at least two weeks in advance, inform in writing any owner of a neighbouring rural dwelling that is potentially affected by condition B7.3, that a maintenance period is forthcoming.

## **B8 Transport**

B8.1 The Consent Holder must use its best endeavours to:

- a) Transport construction materials, plant and equipment to the cement plant site by rail.
- b) Transport by rail to the port of loading all cement which is to be shipped.

<p><b>LRC07/08b</b> <b>Land Use Consent</b></p>	<p><b>To undertake limestone/siltstone extraction, the extraction of tuff and ancillary activities, including the construction and use of access roads, and vegetation clearance.</b></p> <p><b>This consent shall expire 35 years after the date of commencement.</b></p>
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**C1 Compliance with General Conditions**

C1.1 The general conditions of consent set out in Part A shall apply to this consent.

**C2 Construction Noise Limits**

C2.1 During periods of construction the noise levels shall not exceed the recommended upper limits for levels of construction work noise as required by NZS 6803:1999 Acoustics – Construction Noise. The term construction noise shall include all works associated with the construction of any site access and noise bunds but excludes noise from mining operations, elevated landform and stockpile construction and dumping and all rehabilitation including the decommissioning and removal of any buildings.

**C3 Operational Noise Limits**

C3.1 Noise from activities shall not exceed the limits set out below within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder):

55dBA L<sub>10</sub> 7am - 10pm Monday to Friday

55dBA L<sub>10</sub> 7am - 7pm Saturday

40dBA L<sub>10</sub> At all other times

75dBA L<sub>max</sub> 10:00pm – 7:00am

C3.2 Noise levels shall be measured in accordance with the requirements of New Zealand Standard NZS 6801:1991 Measurement of Sound and assessed in accordance with the requirements of NZS 6802:1991 Assessment of Environmental Sound.

**C4 Noise Monitoring**

C4.1 Noise monitoring shall be conducted to verify that the activities within the quarry site comply with the noise limits described in Condition C3.1 above. The noise monitoring shall be conducted in accordance with the requirements of NZS 6801:1991 Measurement of Sound and include:

a) Within one month of the mining operation commencing, noise verification measurements shall be undertaken by a person experienced in measuring noise within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder). The results are to be provided to the Consent Authority within one week of undertaking the measurements.

b) 12 months after the mining operation has commenced, and at any other time requested by the Consent Authority, noise measurements shall be conducted by a person experienced in measuring noise at the same positions as set out in (a). The results are to be provided to the Consent Authority within one

week of undertaking the measurements. In the event of any non-compliance the Consent Holder shall advise the Consent Authority immediately of the steps they will implement to achieve compliance and the time they expect to take to resolve the matter. Additional measurements shall be undertaken once the activity has been modified and the noise measured and reported as set out above.

**C5 Quarry Design**

- C5.1 The Consent Holder shall ensure that limestone/siltstone quarry does not encroach onto the Whitstone Escarpment beyond the footprint shown on the aerial photograph in Appendix 1.
- C5.2 The walls of the limestone quarry shall be designed by an appropriately qualified engineer to withstand a 1 in 150 year seismic event with a dynamic factor of safety at not less than 1.1.
- C5.3 During operations to open the limestone and tuff quarries within the two year construction timeframe, bunding shall be constructed to the north of the proposed access road to the workshop and planted with screen plantings. Plantings shall also be made to the screen the west end of the tuff pit parallel with Coal Pit Road

**[plan to be presented at the hearing].**

**C6 Lighting**

- C6.1 All fixed lighting sources shall not be visible from any location beyond the site.
- C6.2 Spill lighting shall not exceed 10 lux spill (horizontal or vertical) within 20 meters of any occupied rural dwelling (other than those owned by the Consent Holder), measured at a height of two metres above ground level.

<p><b>LRC07/08c</b> <b>Land Use Consent</b></p>	<p><b>To extract sand and undertake all associated operations, including earthworks and vegetation removal.</b></p> <p><b>This consent shall expire 35 years after the date of commencement.</b></p>
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**D1 Compliance with General Conditions**

D1.1 The general conditions of consent set out in Part A shall apply to this consent.

**D2 Construction Noise Limits**

D2.1 During periods of construction the noise levels shall not exceed the recommended upper limits for levels of construction work noise as required by NZS 6803:1999 Acoustics – Construction Noise. The term construction noise shall include all works associated with the construction of any site access and noise bunds but excludes noise from mining operations, elevated landform and stockpile construction and dumping and all rehabilitation including the decommissioning and removal of any buildings.

**D3 Operational Noise Limits**

D3.1 Noise from activities shall not exceed the limits set out below within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder)

55dBA L<sub>10</sub> 7am - 10pm Monday to Friday

55dBA L<sub>10</sub> 7am - 7pm Saturday

40dBA L<sub>10</sub> At all other times

75dBA L<sub>max</sub> 10:00pm – 7:00am

D3.2 Noise levels shall be measured in accordance with the requirements of New Zealand Standard NZS 6801:1991 Measurement of Sound and assessed in accordance with the requirements of NZS 6802:1991 Assessment of Environmental Sound.

**D4 Noise Monitoring**

D4.1 Noise monitoring shall be conducted to verify that the activities within the quarry site comply with the noise limits described in Condition D3.1 above. The noise monitoring shall be conducted in accordance with the requirements of NZS 6801:1991 Measurement of Sound and include:

a) Within one month of the mining operation commencing, noise verification measurements shall be undertaken by a person experienced in measuring noise within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder). The results are to be provided to the Consent Authority within one week of undertaking the measurements.

b) 12 months after the mining operation has commenced, and at any other time requested by the Consent Authority, noise measurements shall be conducted by a person experienced in measuring noise at the same positions as set out in (a). The results are to be provided to the Consent Authority within one week of undertaking the measurements. In the event of any non-compliance

the Consent Holder shall advise the Consent Authority immediately of the steps they will implement to achieve compliance and the time they expect to take to resolve the matter. Additional measurements shall be undertaken once the activity has been modified and the noise measured and reported as set out above.

**D5 Lighting**

- D5.1 All fixed lighting sources shall not be visible from any location beyond the site.
- D5.2 Spill lighting shall not exceed 10 lux spill (horizontal or vertical) within 20 meters of any occupied rural dwelling (other than those owned by the Consent Holder), measured at a height of two metres above ground level.

<p><b>LRC07/08d</b></p> <p><b>Land Use Consent</b></p>	<p><b>To extract coal and undertake all associated operations, including earthworks and vegetation removal.</b></p> <p><b>This consent shall expire 35 years after the date of commencement.</b></p>
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**E1 Compliance with General Conditions**

E1.1 The general conditions of consent set out in Part A shall apply to this consent.

**E2 Operational Noise Limits**

E3.1 Noise from activities shall not exceed the limits set out below:

- a) Within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder)
  - 55dBA L10 7am - 10pm Monday to Friday
  - 55dBA L10 7am - 7pm Saturday
  - 40dBA L10 At all other times
  - 75dBA Lmax 10:00pm – 7:00am
- a) Within any Township Zoned site the following noise limits shall not be exceeded:
  - 55dBA L10 7am - 10pm Monday to Friday
  - 55dBA L10 8am - 7pm Saturday
  - 40dBA L10 At all other times and any public holiday
  - 75dBA Lmax At all other times
- c) Within the boundary of the Business 3 Zoned site 60dBA L10 at all times

E2.2 Noise levels shall be measured in accordance with the requirements of New Zealand Standard NZS 6801:1991 Measurement of Sound and assessed in accordance with the requirements of NZS 6802:1991 Assessment of Environmental Sound.

**E3 Construction Noise Limits**

E3.1 During periods of construction the noise levels shall not exceed the recommended upper limits for levels of construction work noise as required by NZS 6803:1999 Acoustics – Construction Noise. The term construction noise shall include all works associated with the construction of any site access and noise bunds but excludes noise from mining operations, elevated landform and stockpile construction and dumping and all rehabilitation including the decommissioning and removal of any buildings.

**E4 Noise Monitoring**

E4.1 Noise monitoring shall be conducted to verify that the activities within the quarry site comply with the noise limits described in Condition E3.1 above. The noise monitoring shall be conducted in accordance with the requirements of NZS 6801:1991 Measurement of Sound and include:

- a) Within one month of the mining operation commencing, noise verification measurements shall be undertaken by a person experienced in measuring noise within the notional boundary of any occupied rural dwelling (other than

those owned by the Consent Holder). The results are to be provided to the Consent Authority within one week of undertaking the measurements.

- b) 12 months after the mining operation has commenced, and at any other time requested by the Consent Authority, noise measurements shall be conducted by a person experienced in measuring noise at the same positions as set out in (a). The results are to be provided to the Consent Authority within one week of undertaking the measurements. In the event of any non-compliance the Consent Holder shall advise the Consent Authority immediately of the steps they will implement to achieve compliance and the time they expect to take to resolve the matter. Additional measurements shall be undertaken once the activity has been modified and the noise measured and reported as set out above.

## **E5 Lighting**

- E5.1 All fixed lighting sources shall not be visible from any location beyond the site.
- E5.2 Spill lighting shall not exceed 10 lux spill (horizontal or vertical) within 20 meters of any occupied rural dwelling (other than those owned by the Consent Holder), measured at a height of two metres above ground level.