

# **APPENDIX J** Proposed Condition Amendments and Additions

## Additional Conditions

### Hawke's Bay Regional Council General Conditions

#### Design Standards

1. All works and structures relating to this resource consent shall be designed, constructed, and maintained to conform to the best engineering practices and at all times maintained to a safe and serviceable standard.
2. The consent holder shall undertake all operations in accordance with the documents provided in support of the application.
3. The consent holder shall only discharge cleanfill material as per the definition of the Ministry for the Environment 'National Planning Standards' (dated November 2019) to the site and is defined as:  
*[Cleanfill] material means virgin excavated natural materials including clay, gravel, sand, soil and rock that are free of:*
  - a. combustible, putrescible, degradable or leachable components;
  - b. hazardous substances and materials;
  - c. products and materials derived from hazardous waste treatment, stabilisation or disposal practices;
  - d. medical and veterinary wastes, asbestos, and radioactive substances;
  - e. contaminated soil and other contaminated materials; and
  - f. liquid wastes.
4. For any material brought onto site from an offsite location, excluding mulch, concrete and metal aggregate (crushed stone), a desk-based assessment shall be prepared, and/or verified by a Suitably Qualified and Experienced Contaminated Soils Professional (SQEP) to confirm the material will meet the requirements of Condition 3 and provided to the Hawke's Bay Regional Council (Manager Compliance) at least five (5) working days prior to the material being brought onto site. Where necessary, the SQEP may choose to undertake sampling to ensure the material meets the definition of cleanfill required by Condition 3.

#### Wetland Conditions

5. The consent holder shall make a financial contribution to Ngāti Pārau Hapū Trust to recognise:
  - a. The partial loss of Natural Inland Wetland 4, and
  - b. the majority loss of Coastal Wetland 3, and
  - c. the loss of planting not already accounted for in the wetland loss calculation on the southern side of the Tūtaekurī River, and
  - d. Revegetation planting in and around Natural Inland Wetlands 6, 7 and 8.

#### Advice Notes:

*KiwiRail shall direct the financial compensation to Ngāti Pārau Hapū Trust only.*

*On that date, Ngāti Pārau Hapū Trust, receives the wetland compensation, Ngāti Pārau Hapū Trust is responsible for completing any offset replanting required as part of this resource consent.*

*From that date, Ngāti Pārau Hapū Trust, receives the wetland compensation, Ngāti Pārau Hapū Trust will lead the design, implementation and monitoring of any required wetland offsetting.*

*From that date, Ngāti Pārau Hapū Trust, receives the wetland compensation, Ngāti Pārau Hapū Trust must undertake any offset planting within the next available planting season,*

*unless two months prior to the planting season, Hawke's Bay Regional Council agree to the delay.*

6. A Wetland Compensation Report detailing the area affected, method of compensation, and ecological outcomes must be submitted to the consent authority within 30 working days of completing the riverbed works. The compensation report shall include cost of replacing the plants not within a wetland, but lost as a result of these works.

### **Dewatering**

7. Monitoring of the volume and rate of take during dewatering shall be undertaken, recorded and provided to HBRC following the completion of all dewatering required for the works.
8. The dewatering discharge shall not cause erosion or scour to the receiving environment.
9. The dewatering discharge shall not cause or exacerbate flooding on properties outside the riverbed.
10. The discharge shall be treated so that it does not give rise to any change in the colour or clarity within the river, after reasonable mixing. Reasonable mixing is defined as 50m from the point of discharge.

### **Cycleway Access**

11. Not less than 10 working days prior to commencement of any works that require a closure of the cycle pathway at the northern end of the site, the consent holder shall give notice to the Council (Cycle Network Coordinator) of the intention to close the cycle pathway and include a duration the closure is to be in place for. A suitable detour shall be available at any other time public access is restricted.

### **Discovery Protocol**

12. The Construction Environmental Management Plan shall include the Transport Rebuild East Coast Discovery Protocol and Poster below. All contractors must be familiar with the protocol before works commence onsite, and any new staff starting onsite must be made aware and become familiar with the protocol.

# Archaeology | Our shared culture and heritage

## What is archaeology?

An **archaeological site** is any place associated with pre-1900 human activity, where there is material evidence relating to the history of New Zealand, including pre-1900 buildings and other structures.

## What is heritage?

**Heritage items** are "those natural and physical resources that contribute to an understanding and appreciation of New Zealand's history and cultures".

## Why does it matter?

Archaeological sites are important because they provide a unique window to the past. They are an important aspect of our social, cultural, environmental and economic wellbeing. Archaeological sites provide information vital to understanding our national identity. Many archaeological sites also have significance cultural values for Māori.

Damage or loss of archaeological sites needs to be avoided if possible. We are legally obliged to investigate and record all archaeological sites and our work may affect, under the terms of an archaeological authority issued by Heritage NZ under the Heritage New Zealand Pouhere Taonga Act 2014. Breaches of the Act can lead to fines of up to \$300,000.



HERITAGE NEW ZEALAND  
POUHERE TAONGA

## Māori Archaeology

The East Coast region has a long and rich history of Māori settlement. Many significant Māori archaeological sites are present within the project area, and by

studying these objects and features we can learn about what life was like in this area hundreds of years ago. You can help us to do this!

### What did you find?

**Concentrated areas or layers of shell**



Middens (rubbish heaps), characterized by large amounts of shell, bone, and charcoal.

**Bones or stone tools**

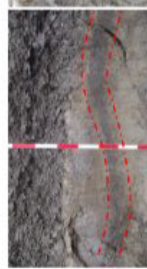


Carved bone fish hooks and spear points, flaked stone tools used for hunting and carving, and ground stone tools, used to grind, shape, and polish adze heads.

### Charcoal or charcoal-stained soil

#### What is a cultural layer?

Cultural layers are vital archaeological evidence of past human lives and activities. The pictures below show what cultural layers can look like. Indicated in red, these layers are made up of charcoal stained soil, intermixed or modified soils, shells, and occasionally fragments of bone.



Thin band of charcoal stained sand (difficult to spot), a Māori oven (basically a centuries old hangi!), and soil colour changes which may indicate you are digging into a cultural layer.

In the East Coast region such evidence is most often an indication of Māori gardening activity. By studying and recording these layers, we can learn a lot about where people lived, what they ate and what their lives may have been like.

## European Archaeology

Settlers from Europe began to arrive in the East Coast region in the 1830s and left behind evidence of their lives. It is possible that project works could expose

objects and structures that people made and used almost 200 years ago. This could also include features relating to the early transport network.

### What did you find?

**Bottles or pottery (even broken ones!)**



A clay pipe in the shape of a skull, a cache of 19th century black beer bottles, a fragment of ceramic bowl, and a ceramic ginger beer bottle.

**Leather or cloth (shoes & clothes)**



A handmade leather shoe, an iron horseshoe, and a 19th century rubbish pit.

### Structures (i.e. brick, metal, timber)



A 19th century drain made out of bricks (brick-barrel) and a timber box drain, used to keep the streets clear of water in the 19th century.



Look out for construction materials like bricks, blocks or timber, which may indicate a structure used to stand on the site.

## Archaeological Site Discovery Protocol

In the event of any discovery of a possible archaeological site:

- 1 Cease all works immediately within a 20m radius.
- 2 Immediately advise your site supervisor of the find.
- 3 The site supervisor will immediately contact the Environmental Advisor, who will contact the archaeologist.
- 4 Works are not to recommence without archaeologist approval.

Project Archaeologist: \_\_\_\_\_

Environmental Advisor: \_\_\_\_\_

## Schedule 2 Condition Clauses

### Clause 4 - Kaitiaki adviser – No Change

1. At least 20 working days before starting construction works, the consent holder must invite each of the relevant iwi or hapū or iwi and hapū (for the particular works) to appoint 1 kaitiaki adviser (collectively, the kaitiaki adviser) to undertake the roles and responsibilities as set out in these conditions.
2. The kaitiaki adviser may be supported by a team of cultural monitors, mandated by the relevant iwi or hapū or iwi and hapū, who can provide on-site guidance to the consent holder to enable the effective management of cultural indicators.
3. The consent holder must invite the kaitiaki adviser to provide cultural indicators covering traditional associations, such as mahinga kai, cultural stream health, wāhi tapu, wāhi tupuna, standing orders, protocols, and cultural heritage.
4. The consent holder must, in the preparation of any plans required under these conditions,—
  - a. take into account any cultural indicators provided; and
  - b. as soon as practicable, provide an explanation to the kaitiaki adviser of how the indicators have been taken into account.

### Clause 5 - Affected area recovery liaison group – Delete in Part

*Please see the assessment table below.*

### Clause 6 - Construction environmental management plan – Minor Update

1. The consent holder must—
  - a. prepare a construction environmental management plan (**CEMP**) for the construction works; and
  - b. Please see the assessment table below.*
2. The level of detail and the measures proposed in the CEMP must correspond with the nature and scale of the relevant construction works.
3. The CEMP must include the following:
  - a. the roles and responsibilities of construction management staff, including the erosion and sediment control manager required by clause 8(4)(i);
  - b. a description of the training and education programme that will be implemented to ensure compliance with the conditions;
  - c. procedures for hazard management, including fire hazard, identification, and control;
  - d. procedures for managing dust from earthworks and related activities so that dust nuisance does not spread beyond the boundary of the project area;
  - e. procedures for managing dewatering (including avoiding to the extent practicable or minimising effects on adjacent buildings), groundwater or surface water takes, and diversions and discharges to land or water (including the coastal marine area);
  - f. the details of at least 2 emergency contacts and responders, who must be contactable 24 hours a day 7 days a week during construction and have authority to authorise immediate response actions;
  - g. the contact details of any construction staff living on site during the project construction;
  - h. methods for responding to queries and complaints;
  - i. methods for amending and updating the CEMP as required;
  - j. details of the process to be used to identify, record, and investigate incidents;
  - k. details (including timing) of reporting to consent authorities of the outcomes of, and compliance with, the CEMP;
  - l. details of how the ecological principles will guide environmental outcomes;

m. the erosion and sediment control plan set out in clause 8.

**4. Please see the assessment table below.**

5. The consent holder must implement the CEMP for the duration of construction work.

**6. Please see the assessment table below.**

**7. Please see the assessment table below.**

### Clause 7 - Earthworks principles – Request addition

*Please see the assessment table below.*

1. The consent holder must undertake all construction works in a manner that—
  - a. minimises the volume, area, and duration of the proposed earthworks required for the project through methodologies, including the design of batter slopes, appropriate to expected soil types and geology:
  - b. maximises the effectiveness of erosion and sediment control measures associated with earthworks by minimising potential for sediment generation and sediment yield:
  - c. minimises, and takes all reasonable steps to avoid, adverse effects on freshwater and marine water environments within or beyond the project boundary, with particular regard to reducing opportunities for the project to generate sediment:
  - d. minimises adverse effects on outstanding natural features, outstanding natural landscapes, and areas of outstanding natural character (as specified in a regional plan or policy statement for the relevant area):
  - e. minimises adverse effects on culturally significant land.
2. The consent holder must, as far as practicable, ensure that earthworks are carried out in accordance with the ecological principles

### Clause 8 - Erosion and sediment control plan – No Change

1. The consent holder must prepare an erosion and sediment control plan or plans (**ESCP**) for the construction works to identify how the earthworks principles will be applied.
2. The level of detail and the measures proposed in the ESCP must correspond to the nature and scale of the relevant construction works.
3. The ESCP must include a project-specific risk-based approach that allows for the ESCP to determine the level of information and design that must be provided for specific projects or activities or both.
4. The ESCP must specify the following:

#### *General*

- a. how the construction works will be carried out in accordance with the ecological principles:
- b. appropriate structural (including chemical treatment where necessary) and non-structural erosion and sediment control measures to be installed before and during all construction works for representative parts of the project, including earthworks, coastal works, and works within watercourses:
- c. key environmental risks, particularly in relation to topography, soil type and form, and the receiving environment, including proximity to any sensitive receivers:
- d. the approach and procedures for ensuring advance warning of a rainfall event:
- e. procedures for decommissioning the erosion and sediment control measures:
- f. procedures for determining the staging and sequencing of earthworks:

h. methods for amending and updating the ESCP as required:

*Erosion and sediment control manager*

- i. an appropriately qualified and experienced erosion and sediment control manager, who must be responsible for—
  - i. ensuring compliance with the CEMP and ESCP; and
  - ii. subject to paragraph (j), liaising with any erosion and sediment control manager or managers appointed in respect of any other recovery works; and
  - iii. liaising with the Council in respect of the implementation of the ESCP, including in respect of any incident falling within their duties under paragraph (j):
- j. that the erosion and sediment control manager appointed in respect of the project may also fulfil the same function in respect of any other recovery works:

*Responsibilities*

- k. the names of—
  - i. appropriately qualified and experienced staff to manage the erosion and sediment control devices, associated maintenance procedures, and monitoring requirements; and
  - ii. staff directly responsible for supervising installation, maintenance, and decommissioning of erosion and sediment control devices and the associated works:

*Incident management*

5. the process for identifying, recording, investigating, and notifying the Council of incidents that result in the release or accidental discharge of contaminants or material into any watercourse due to structural failure of any erosion and sediment control measures:

*Monitoring*

6. a procedure for ongoing visual appraisals, and where necessary quantitative monitoring, of all erosion and sediment control measures, including details of analysis of trends in erosion and sediment control effectiveness and performance and consequential erosion and sediment control amendments.

**Clause 9 - What happens if sediment control measure fails – No Change**

1. If any erosion and sediment control measure fails, the consent holder must engage a suitably qualified and experienced ecologist to undertake an ecological survey of any affected areas as soon as is reasonably practicable after the failure.
2. If a survey identifies significant adverse effects, the consent holder, in consultation with the Council, must, as soon as practicable, develop and implement appropriate remedial measures (which may include offsets) commensurate to the scale of the effects.
3. Not less than 5 working days before starting construction works, the consent holder must submit a hard copy of the ESCP to the Council for information. The ESCP must meet the design criteria of the relevant regional ESC Guideline.
4. The consent holder must implement the ESCP submitted in accordance with subclause (3) for the duration of the construction works.

*Erosion and sediment control criteria*

5. The ESCP must include details (including timing) of reporting to consent authorities of the outcomes of, and compliance with, the ESCP.

*Erosion and sediment control devices*

6. The consent holder must design, construct, and maintain all erosion and sediment control measures to comply with the guideline referred to in subclause (3).

**Clause 10 - Dust management – No Change**

1. The consent holder must prevent, as far as practicable, dust that arises from construction activities from spreading beyond the boundary of the project area.

**Clause 11 - Contaminated land – Delete in entirety**

*Please see the assessment table below.*

**Clause 12 - Requirements for works and structures in the beds of watercourses – Delete in Part**

1. All construction works in the bed of a river must be carried out in accordance with—
  - a. the ESCP prepared in accordance with clause 8; and
  - b. the ecological principles; and
  - c. the earthworks principles; and
  - d. any cultural indicators prepared by the kaitiaki adviser under clause 4(3).
2. **Delete in entirety - Please see the assessment table below.**
3. **Delete in entirety - Please see the assessment table below.**
4. **Delete in entirety - Please see the assessment table below.**
5. **Delete in entirety - Please see the assessment table below.**

**Clause 13 - Construction requirements – Delete in Part**

1. This clause applies if clause 12 applies.
2. **Delete in entirety - Please see the assessment table below.**
3. **Delete in entirety - Please see the assessment table below.**
4. **Delete in entirety - Please see the assessment table below.**
5. **Delete in entirety - Please see the assessment table below.**
6. The consent holder must ensure that—
  - a. no machinery leaking fuel, lubricants, hydraulic fluids, or solvents is operated within a watercourse or near a watercourse where runoff may enter water; and
  - b. **Delete in entirety - Please see the assessment table below.**
  - c. **Delete in entirety - Please see the assessment table below.**
  - d. other fuels and lubricants, but excluding sediment, are not released into water in a watercourse; and
  - e. the Ministry for Primary Industries' requirements and clean dry protocols relating to didymo and freshwater pests are followed in relation to all equipment; and
  - f. the use of wet concrete is avoided in flowing water.
7. The consent holder must ensure that construction material, demolition material, and any subsequent materials from repair and maintenance activities that are authorised by the consent and that are no longer required as part of the construction works are—

- a. removed on completion of the construction works; and
  - b. disposed of in an appropriate manner and in a place where they will not affect floodwaters and watercourses.
8. The consent holder must comply with all notices and guidelines issued by Biosecurity New Zealand that relate to preventing the spread of freshwater pests.

#### **Clause 14 - Stormwater discharge – Delete in entirety**

*Please see the assessment table below.*

#### **Clause 15 - Coastal structures – Delete in Part**

1. All works in the CMA and on land adjacent to the CMA must be carried out in accordance with an ESCP prepared in accordance with clause 8.
2. **Delete in entirety - Please see the assessment table below.**
3. The consent holder must maintain any construction site in good order and, where appropriate, remedy, as far as practicable, any damage to and disturbance of the foreshore or seabed caused by plant and equipment during construction.
4. **Delete in entirety - Please see the assessment table below.**
5. In this clause, land adjacent to the CMA means the area of land subject to storm surge and wave run-up, including climate change effects for the relevant design life for the Shared Socioeconomic Pathway (SSP) 5.85 medium confidence projection.
6. Despite subclause (2), the registered landscape architect referred to in that subclause must not be involved in the design of any rail bridge.

#### **Clause 16 - Construction machinery and maintenance – No Change**

1. All vehicles and equipment entering the CMA associated with the exercise of the consent must be in a good state of repair and free of any fuel or oil leaks.
2. No machinery may be left within the intertidal zone during high-tide periods in a position where it could come into contact with coastal water.
3. The consent holder must ensure that an oil spill response kit is held on site, by the person who is to carry out the work, during the period of construction, repair, or maintenance works.
4. Fuelling and maintenance of plant and equipment used during any construction, repair, or maintenance work must not be carried out in the CMA or in any other location near the site where fuel or oil could enter the CMA.
5. The consent holder must, on becoming aware that any contaminant associated with the consent holder's operations has escaped otherwise than in conformity with the consent,—
  - a. immediately take any action or carry out any work that may be necessary to stop or contain the escape; and
  - b. immediately notify the following, by telephone, of the escape:
    - i. the Council's monitoring manager; and
    - ii. the Department of Conservation, if there is imminent risk from the escape of contaminant of adverse effects on any at-risk or threatened species, or on any marine mammals; and
  - c. take all reasonable steps, having regard to the purpose of the Act, to remedy or mitigate any adverse effects on the environment resulting from the escape.

#### **Clause 17 - Construction noise – Minor addition**

1. Construction noise must comply, as far as practicable, with the long-term duration limits provided in Table 2 and Table 3 of NZS 6803:1999.
2. The consent holder must take all practicable measures to reduce levels of noise from plant and equipment operating onsite during construction

Advice note added - *Please see the assessment table below.*

## Clause 18 – Ecology – **Delete in Part**

1. The consent holder must appoint a suitably qualified and experienced ecologist (a **project ecologist**) for the duration of the construction works to inform the design, management, and monitoring of all construction works.

### *Ecological principles*

2. The following ecological principles must be used to guide the project design and construction (temporary and permanent works):
  - a. to avoid as far as practicable, and minimise,—
    - i. permanent habitat loss (including in coastal, terrestrial, and freshwater habitats):
    - ii. loss of naturally uncommon and highly depleted ecosystem types, significant indigenous vegetation, significant habitats of indigenous fauna, and habitats for at-risk or threatened species and taonga species:
    - iii. habitat fragmentation or habitat barriers (including in coastal, terrestrial, and freshwater habitats):
    - iv. impacts on habitat connectivity (including coastal, terrestrial, and freshwater habitats):
    - v. impacts on at-risk or threatened species and taonga species:
    - vi. adverse effects on water quality (including on kaimoana and mauri) from sediment:
    - vii. to the extent practicable, alteration of natural hydrology patterns:
    - viii. the potential for the spread or establishment, or both, of pest plants or animals (including in coastal, terrestrial, and freshwater habitats):
    - ix. impacts on habitats that play an important role in the life cycle and ecology of native species:
  - b. as far as practicable, to create safe habitats, especially for at-risk or threatened species and taonga species.

### *Ecological scoping survey*

3. **Delete in entirety - Please see the assessment table below**
4. **Amend - Please see the assessment table below**
5. **Amend - Please see the assessment table below**
6. In this clause, **highly depleted** means less than 20% of indigenous cover remains in the land environment.

## Clause 19 - Minimising ecological loss – **Delete in entirety**

1. **Delete in entirety - Please see the assessment table below**
2. **Delete in entirety - Please see the assessment table below**
3. **Delete in entirety - Please see the assessment table below**
4. **Delete in entirety - Please see the assessment table below**
5. **Amend - Please see the assessment table below**

## Clause 20 – Design - **Delete in entirety - Please see the assessment table below**

## Clause 21 - Fill and soil replacement - **Delete in entirety - Please see the assessment table below**

## Clause 22 - Review of conditions – No Change

1. For the purposes of section 128(1)(a) of the RMA, the Council may, at any permitted times, review the conditions in this schedule in order to—
  - a. deal with any adverse effect on the environment that may arise from the exercise of the consent and that it is appropriate to deal with at a later stage; and
  - b. review the adequacy of any monitoring.
2. In this clause, **permitted times** means—
  - a. within 6 months after the first anniversary of the date the construction work is commenced;
  - b. within 6 months after the second anniversary of the date the construction work is commenced;
  - c. within 6 months after the fifth anniversary of the date the construction work is commenced.

## Schedule 2 – Clause Assessment and Proposed Alterations, Amendments, and Deletions

Current OIC-KR Resource Consent	Proposed Clause Changes	Comments
<p><b>5 Affected area recovery liaison group</b></p> <p>(1) At least 20 working days before starting construction works, the consent holder must invite representatives (who have authority to make decisions on behalf of their organisation) from the Council and any other relevant local authority, Heritage New Zealand Pouhere Taonga, the Department of Conservation, and iwi, hapū, or both to be part of an affected area recovery liaison group.</p> <p>(2) The purpose of the affected area recovery liaison group is to help inform the design, management, and monitoring of all construction works.</p> <p>(3) The consent holder must prepare terms of reference for the affected area recovery liaison group to be discussed and agreed (by consensus, if possible) at the group's first meeting.</p> <p>(4) The terms of reference must include details about the frequency of meetings and number of members of the affected area recovery liaison group and set out methods and processes to enable the group to help inform the design, management, and monitoring of all construction works.</p> <p>(5) The consent holder must—</p>	<p>The following amendments to the subclauses in Clause 5 are proposed.</p> <p>Delete clause 5(2) to 5(6),</p> <p>Amend Clause 5(1) and 5(5) accordingly:</p> <p><b>5 Affected area</b></p> <p>Subclause 5 (1) At least 20 working days before starting construction works, the agency <b><u>shall notify and provide the following information to the Hawke's Bay Regional Council, Napier City Council, Hastings District Council, Heritage New Zealand Pouhere Taonga, the Department of Conservation, iwi and hapū:</u></b></p> <p><b><u>a. The construction programme schedule.</u></b></p> <p><b><u>b. Contact details of the Project Manager and Site Manager.</u></b></p> <p><b><u>c. Date and time for the pre-construction start meeting.</u></b></p> <p><b><u>Subclause 5(2) The agency shall undertake a pre-construction start meeting with iwi and hapū and</u></b></p>	<p>We ask HBRC to consider and agree to the amendments to the affected area group clauses proposed.</p> <p>Established to assist the design, management, and monitoring of <b>all</b> construction works across the whenua, ALGs were included in the Severe Weather legislation to manage multiple projects within a region, rather than bespoke one-off projects like those proposed here. The river berm and rock rip-rap armouring works were shared with the since disestablished Southern TREC Liaison Group, for review and feedback (See <b>Appendix F</b>). This information was considered, and the project was refined.</p> <p>What remains under the ALG is the management and monitoring of the project during the works. This can be better achieved on a more one-to-one basis, with the changes suggested.</p> <p>Changes to the subclauses are not considered less onerous, but provide more flexibility in the engagement, sharing of information, and discussion on how the</p>

<p>(a) keep a record of any comments provided by the affected area recovery liaison group with respect to the design, management, and monitoring of the construction works; and</p> <p>(b) as far as practicable, provide an explanation to the affected area recovery liaison group of how the comments have been taken into account.</p> <p>(c) If the affected area recovery liaison group cannot, by consensus, agree on the terms of reference at its first meeting, the terms of reference must be determined—</p> <p>(a) by majority vote (with 1 vote for each organisation represented on the group, including the consent holder); or</p> <p>(b) if votes on the terms of reference are tied, by the casting vote of the consent holder.</p>	<p><b><u>stakeholders identified in Clause 5(1), 10 working days prior to works commencing, which shall at a minimum cover the following:</u></b></p> <p><b><u>a. Scheduling and staging of the works;</u></b></p> <p><b><u>b. Responsibilities of all relevant parties, including confirmation that the persons implementing the relevant management plans on site are suitably trained and/or experienced;</u></b></p> <p><b><u>c. Contact details for all relevant parties;</u></b></p> <p><b><u>d. Expectations regarding communication between all relevant parties;</u></b></p> <p><b><u>e. Procedures for implementing any amendments; and</u></b></p> <p><b><u>f. Site visit procedures</u></b></p> <p><b><u>Subclause 5(3) The agency shall:</u></b></p> <p>(a) keep a record of any comments provided by <b><u>iwi and hapū and stakeholders with respect to the management and monitoring of the construction works.</u></b></p> <p><b><u>Advice note: For the purpose of compliance with Clause 5 ‘working days’ from the 20th of December to the 10th of January.</u></b></p>	<p>work will be managed and monitored throughout the lifetime of the project.</p> <p>The amended clause would continue to share relevant information with iwi and hapu partners and stakeholders. This is consistent with the intent of the original liaison group clause.</p> <p>Clause 10 in the OIC-KR allows HBRC to consider and make changes to clauses under Schedule 2.</p> <p>The inclusion of the 20<sup>th</sup> of December to the 10<sup>th</sup> of January for ‘working days’ is necessary to avoid any undue delays with commencement of works in January 2026, and to provide greater flexibility as to when the meeting can occur and information can be shared.</p> <p>We consider that these changes will achieve the outcomes intended by this clause, without setting up regular hui that will not deliver the environmental outcomes that KiwiRail, iwi, hapu and other stakeholders seek to achieve.</p>
<p><b>6 Construction environmental management plan</b></p> <p>(1) The consent holder must—</p>	<p>No changes are proposed to subclauses 6(1)(a) 6(2), 6(3), 6(5) and 6(7).</p>	<p>Subclauses (1) (b), (4), and (7) are modified to reflect the engagement changes in Clause 5 above.</p>

<p>(a) prepare a construction environmental management plan (CEMP) for the construction works; and</p> <p>(b) not less than 5 working days before commencing the construction works, submit the CEMP to the Council and the affected area recovery liaison group for their information.</p> <p>(4) At least 5 working days before finalising the CEMP or any amendment under subclause (6) to the CEMP, the consent holder must invite comments from the Council and members of the affected area recovery liaison group and must have regard to any such comments when finalising the CEMP, or the amendment, as the case requires.</p> <p>(7) An amended CEMP must be supplied by the consent holder to the Council and the affected area recovery liaison group for information within 10 working days of the amendments being completed.</p>	<p><b>The following amendments to the following subclauses are proposed.</b></p> <p>(1) (b) not less than 5 working days before commencing the construction works, submit the CEMP <u>to iwi and hapū and stakeholders identified in Clause 5(1)</u> for their information.</p> <p>(4) At least 5 working days before finalising the CEMP or any amendment under subclause (6) to the CEMP, <u>the Agency must invite comments from iwi and hapū and stakeholders identified in Clause 5(1)</u> and must have regard to any such comments when finalising the CEMP, or the amendment, as the case requires.</p> <p>(7) An amended CEMP must be supplied by the <u>Agency to the iwi and hapū and stakeholders identified in subclause 5(1)</u> for information within 10 working days of the amendments being completed.</p>	
<p><b>7 Earthwork principles</b></p> <p>(1) The consent holder must undertake all construction works in a manner that—</p> <p>(a) minimises the volume, area, and duration of the proposed earthworks required for the project through methodologies, including the design of batter slopes, appropriate to expected soil types and geology;</p> <p>(b) maximises the effectiveness of erosion and sediment control measures associated with</p>	<p>No changes are proposed to subclause (2).</p> <p>The following additions to the subclause (1) are proposed:</p> <p><b>(f) Earthworks must remain a minimum of 40m from Wetlands A, B, C, or D.</b>  <b>(i) this excludes works to provide inanga spawning areas, where further</b></p>	<p>Subclause (1)(f) and (g) have been added to manage the effects from earthworks around Wetlands A, B, C and D. A exemption has been included which allows for works associated with the rehabilitation of inanga spawning areas present within the setback areas for offsetting / remediation purposes.</p>

<p>earthworks by minimising potential for sediment generation and sediment yield:                  (c) minimises, and takes all reasonable steps to avoid, adverse effects on freshwater and marine water environments within or beyond the project boundary, with particular regard to reducing opportunities for the project to generate sediment;                  (d) minimises adverse effects on outstanding natural features, outstanding natural landscapes, and areas of outstanding natural character (as specified in a regional plan or policy statement for the relevant area);                  (e) minimises adverse effects on culturally significant land.                  (2) The consent holder must, as far as practicable, ensure that earthworks are carried out in accordance with the ecological principles.</p>	<p><b>geohydrology comments confirm that there would be no more than a negligible loss of water levels within Wetlands A, B, C, or D.</b>  <b>(g) The batter slope of the finished cut on the southern side of the river must be 45 degrees or less.</b></p>	<p>KiwiRail has undertaken soil sampling onsite. The SQEP confirmed that the deposited silts are not contaminated. This material can be disposed of as cleanfill offsite. This clause is therefore not required.</p>
<p><b>11 Contaminated land</b>                  (1) Subclauses (2) and (3) apply if the consent holder undertakes earthworks or soil disturbance on contaminated land.                  (2) The consent holder must dispose of any material removed from a site identified as being contaminated to a facility authorised to receive material of that kind.                  (3) The consent holder must take all practicable measures to—                  (a) prevent the discharge of soil and stormwater from contaminated land to waterways; and</p>	<p><b>Delete entire clause</b></p>	

<p>(b) maintain the integrity of any structure designed to contain contaminated soil or other contaminated materials; and</p> <p>(c) reinstate the soil to an erosion resistant state at the completion of the earthworks.</p> <p>(4) In this clause, contaminated land means land to which the Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 apply.</p>		
<p><i>Works in watercourse</i></p>		
<p><b>12 Requirements for works and structures in the beds of watercourses</b></p> <p>(1) All construction works in the bed of a river must be carried out in accordance with—</p> <p>(a) the ESCP prepared in accordance with clause 8; and</p> <p>(b) the ecological principles; and</p> <p>(c) the earthworks principles; and</p> <p>(d) any cultural indicators prepared by the kaitiaki adviser under clause 4(3).</p> <p>(2) Where practicable, construction works and associated temporary activities in the bed of a river must be undertaken with temporary diversions, secondary flow paths, or both, in place to accommodate flows up to the 20-year ARI flood flow event.</p>	<p>No changes are proposed to subclause 12(1).</p> <p><b>Please delete subclauses 12(2) to 12(5).</b></p>	<p>KiwiRail advise that subclause 2 and 4 would be difficult to comply with as events of this size are fairly large floods that will inundate any controls that may be in place. For subclause 4b, this is the ultimate limit state event for this bridge so any controls will be wiped out by this size of event.</p> <p>Any diversions that may be required, will be temporary, for a period of days rather than weeks, over the duration of the project.</p> <p>Fish spawning and migration activities are ongoing year-round in this coastal environment, therefore KiwiRail could not comply with subclause (3).</p>

<p>(3) Where practicable, construction works must be undertaken outside peak fish migration times for the species identified as present in the waterway in the ecological scoping survey required by clause 18(3).</p> <p>(4) Permanent works in the bed of a river (for example, sediment and debris removal, bank protection, and capacity increase) must—</p> <p>(a) be designed and installed to be consistent with the ecological principles; and</p> <p>(b) allow for the 100-year ARI flood flow event (including allowances for climate change), or local standard if it is higher; and</p> <p>(c) take all reasonable steps in the circumstances, having regard to the purpose of the Act, to avoid stream loss where threatened or at-risk species are present, and otherwise minimise stream loss; and</p> <p>(d) be designed by a suitably qualified and experienced engineer and a suitably qualified and experienced ecologist to provide for ongoing fish passage.</p> <p>(5) Permanent culvert design (where in the bed of a river) must allow for the 100-year ARI flood flow event, or local standard if it is higher, with allowances for climate change effects and freeboard, through specific design, overland flow path provisions, or both; and—</p> <p>(a) address the risks of non-performance, such as blockage, taking into account the risk of a soil or rock debris flow; and</p>	<p>No culverts are proposed as part of this project; therefore, subclause (5) is not relevant to this application.</p> <p>Overall, the works will improve flood flows within the river. TREC therefore ask that these subclauses be deleted.</p>
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<p>(b) be consistent with the requirements of the Resource Management (National Environmental Standards for Freshwater) Regulations 2020; and</p> <p>(c) using the best practicable option, incorporate energy dissipation and erosion control measures to minimise the occurrence of bed scour and bank erosion in receiving environments.</p> <p><b>13 Construction requirements if clause 12 applies</b></p> <p>(1) This clause applies if clause 12 applies.</p> <p>(2) Fish passage must be provided and maintained on all permanent culverts in accordance with clause 12(4)(d) unless a suitably qualified ecologist decides it is unnecessary and, in that case,—</p> <p>(a) appropriate data and reasons for this decision must be provided with the design drawings to the Council; and</p> <p>(b) the Department of Conservation must also be advised if culverts that do not provide fish passage are necessary.</p> <p>(3) At least 10 working days before starting permanent works within a watercourse, the consent holder must submit hard copies of the design drawings for permanent culverts (including fish passage), bridges, and permanent stream diversions, along with a statement of how those details meet the requirements of clause 12(2) to (5), to the Council for information.</p>	<p>No changes are proposed to subclauses 13(6)(a) and (d) to (f), 13(7) and 13(8).</p> <p><b>Please delete subclause 13(2) to 13(5) and Delete subclause 13(6) (b) and (c)</b></p>	<p>TREC request that subclauses 13(2) to 13(4) be deleted as no culverts are proposed as part of the span replacement and pier removal.</p> <p>TREC ask that subclause 13(5) is deleted as we are unable to comply with this subclause. Machinery will be stored in the temporary crane laydown areas as part of the river berm and rock rip-rap armoring works. As the laydown areas are within the bed of the river, KiwiRail cannot comply with this subclause. It is noted that the laydown area is temporary and will be removed as part of the river berm activities, therefore will not support storage activities for an extended period of time.</p> <p>As discussed, our site office and laydown yard are located within the riverbed, where fuel storage, refueling and maintenance activities will practically need to take place. Measures and spill management will be in place to ensure that contaminants do not enter the wet part of the river or other sensitive water bodies and environments. Therefore, we ask that subclause 12(6)(b)</p>
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<p>(4) All permanent works in the bed of a river must be carried out in accordance with designs provided to the Council under subclause (3).</p> <p>(5) The consent holder must ensure that any machinery or equipment used in the activities authorised by the consent is not stored in or on the bed or banks of the watercourse.</p> <p>(6) The consent holder must ensure that—</p> <p>(a) no machinery leaking fuel, lubricants, hydraulic fluids, or solvents is operated within a watercourse or near a watercourse where runoff may enter water; and</p> <p>(b) no refuelling of any vehicles, machinery, or equipment may take place within the bed of a watercourse, or in a position where spills may enter water; and</p> <p>(c) the storage of fuel or contaminants adjacent to a watercourse does not result in any fuel or contaminants entering water; and</p> <p>(d) other fuels and lubricants, but excluding sediment, are not released into water in a watercourse; and</p> <p>(e) the Ministry for Primary Industries' requirements and clean dry protocols relating to dicymo and freshwater pests are followed in relation to all equipment; and</p> <p>(f) the use of wet concrete is avoided in flowing water.</p> <p>(7) The consent holder must ensure that construction material, demolition material, and any subsequent</p>	<p>and (c) are not included in the consent decision. cannot be complied with so we request that the clauses are not applied in the resource consent decisions.</p>
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<p>materials from repair and maintenance activities that are authorised by the consent and that are no longer required as part of the construction works are—</p> <p>(a) removed on completion of the construction works; and</p> <p>(b) disposed of in an appropriate manner and in a place where they will not affect floodwaters and watercourses.</p> <p>(8) The consent holder must comply with all notices and guidelines issued by Biosecurity New Zealand that relate to preventing the spread of freshwater pests.</p>		
<b>Stormwater discharge</b>		
<b>14 Stormwater discharge</b>	<b>Delete entire clause</b>	The subclauses in Clause 14 are not required as no new drains are proposed as part of this application.
<b>Coastal structures</b>		TREC requests the subclauses 15(2) and 15(4) be deleted as no structures are proposed to be established in the CMA or on land adjacent to the CMA.
<b>15 Coastal structures</b>	No changes are proposed to subclause 15(1), 15(3), 15(5) and 15(6). <b>Please delete subclauses 15(2) and 15(4).</b>	The remaining clauses do apply as the river berm works extend into the CMA as detailed in the application and as outlined in <b>Appendix A.</b>
<p>(1) All works in the CMA and on land adjacent to the CMA must be carried out in accordance with an ESCP prepared in accordance with clause 8.</p> <p>(2) Permanent structures in the CMA and on land adjacent to the CMA (for example, sea walls, rock revetments, or groynes) must be designed by a suitably qualified and experienced coastal engineer, ecologist, and registered landscape architect, who must—</p> <p>(a) have regard to the ecological principles and the project landscape and cultural values; and</p>		

<p>(b) consider and incorporate measures to address the effects of climate change and sea level rise.</p> <p>(3) The consent holder must maintain any construction site in good order and, where appropriate, remedy, as far as practicable, any damage to and disturbance of the foreshore or seabed caused by plant and equipment during construction.</p> <p>(4) The structures permitted to occupy part of the CMA by the consent must be maintained in good and sound condition, and any repairs and reinstatement that are necessary must be made as soon as practicable after the issue is identified.</p> <p>(5) In this clause, land adjacent to the CMA means the area of land subject to storm surge and wave run-up, including climate change effects for the relevant design life for the Shared Socioeconomic Pathway (SSP) 5.85 medium confidence projection.</p> <p>(6) Despite subclause (2), the registered landscape architect referred to in that subclause must not be involved in the design of any rail bridge.</p>		
<p><b>17 Construction noise</b></p> <p>(1) Construction noise must comply, as far as practicable, with the long-term duration limits provided in Table 2 and Table 3 of NZS 6803:1999.</p> <p>(2) The consent holder must take all practicable measures to reduce levels of noise from plant and equipment operating onsite during construction.</p>	<p><b>Advice Note:</b>  <u><b>Audible Bird Scaring Device, meaning any device that generates audible sound waves used for the scaring of birds and other animals, and includes any percussive, electronic or explosive device, airhorn, alarm, amplified signal, gas gun, screech, siren or warbler, are excluded from and do not need to comply with the noise limits in Clause 17.</b></u></p>	<p>KiwiRail supports this clause and requests the addition of an advice note clarifying that noise generated from any bird scaring devices is exempt from compliance with these standards, noting that use and operation of bird scaring devices are a permitted activity under the Hastings District Plan and Napier District Plan.</p>

<p><b>18 Ecology</b></p> <p>(1) The consent holder must appoint a suitably qualified and experienced ecologist (a project ecologist) for the duration of the construction works to inform the design, management, and monitoring of all construction works.</p> <p><i>Ecological principles</i></p> <p>(2) The following ecological principles must be used to guide the project design and construction (temporary and permanent works):</p> <ul style="list-style-type: none"> <li>(a) to avoid as far as practicable, and minimise,—</li> <li>(i) permanent habitat loss (including in coastal, terrestrial, and freshwater habitats);</li> <li>(ii) loss of naturally uncommon and highly depleted ecosystem types, significant indigenous vegetation, significant habitats of indigenous fauna, and habitats for at-risk or threatened species and taonga species;</li> <li>(iii) habitat fragmentation or habitat barriers (including in coastal, terrestrial, and freshwater habitats);</li> <li>(iv) impacts on habitat connectivity (including coastal, terrestrial, and freshwater habitats);</li> <li>(v) impacts on at-risk or threatened species and taonga species;</li> <li>(vi) adverse effects on water quality (including on kaimoana and mauri) from sediment;</li> <li>(vii) to the extent practicable, alteration of natural hydrology patterns:</li> </ul>	<p>No changes are proposed to subclauses 18(1), 18(2), 18(4) and 18(6).</p> <p><b>Delete subclauses 18(3)</b></p> <p><b>18(4)</b> <del>The ecological scoping survey and</del> Subsequent ecological effects assessment must be carried out in general accordance with Appendix 1 of the National Policy Statement for Indigenous Biodiversity.</p> <p><b>18(5)</b> The <b>Agency</b> must provide a copy of the final ecological scoping survey and subsequent ecological effects assessment <b>to the iwi and hapū and stakeholders identified in subclause 5(1)</b> after completion.</p>	<p>KiwiRail supports the presence of an Ecologist onsite to inform the design, management and monitoring of the project.</p> <p>We ask if subclause 3 could be deleted as a scoping report has already been prepared, with mana whenua involvement, and is included in this application. This requirement is therefore complete, and no further action is required.</p> <p>Subclause 4 is modified to reflect the removal of subclause 3.</p> <p>KiwiRail supports providing final copies of the ecology survey and effects assessments to iwi, hapū and stakeholders.</p> <p>Subclause 5 is modified to reflect the engagement chances in clause 5 above.</p>
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<p>(viii) the potential for the spread or establishment, or both, of pest plants or animals (including in coastal, terrestrial, and freshwater habitats);</p> <p>(ix) impacts on habitats that play an important role in the life cycle and ecology of native species;</p> <p>(b) as far as practicable, to create safe habitats, especially for at-risk or threatened species and taonga species.</p> <p><i>Ecological scoping survey</i></p> <p>(3) Before construction works begin in a relevant area under clause 45 of this order, 1 or more suitably qualified and experienced ecologists must, together with any suitably qualified and experienced person nominated by relevant iwi and hapū, complete an ecological scoping survey and a subsequent ecological effects assessment of the relevant construction works area, and adjacent areas within the project footprint, to identify—</p> <p>(a) any naturally uncommon ecosystems; and</p> <p>(b) any at-risk or threatened species; and</p> <p>(c) any taonga species (see guidance note at clause 19) that may be significantly adversely affected during or as a result of construction.</p> <p>(4) The ecological scoping survey and subsequent ecological effects assessment must be carried out in general accordance with Appendix 1 of the National Policy Statement for Indigenous Biodiversity.</p> <p>(5) The consent holder must provide a copy of the final ecological scoping survey and subsequent ecological effects assessment to each member of</p>		
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<p>the affected area recovery liaison group as soon as practicable after completion.</p> <p>(6) In this clause, highly depleted means less than 20% of indigenous cover remains in the land environment.</p>	<p><b>19 Minimising ecological loss</b></p> <p>(1) If any indigenous flora or fauna (including taonga species) referred to in clause 18(3) are identified, the project ecologist, in association with the wider project team, must develop and implement measures to avoid, as far as practicable (having regard to the purpose of the Act), or to minimise any direct or indirect adverse effects on those flora or fauna (including, where relevant, kauri dieback disease), taking into account the ecological principles, including the preparation of ecological management plans.</p> <p>(2) Any measures taken under subclause (1) must be—</p> <p>(a) recorded by the consent holder at regular intervals during the term of construction; and</p> <p>(b) reported by the consent holder to the affected area recovery liaison group every 2 months together with any recommendations by the project ecologist, working with the kaitiaki adviser, to change those measures.</p> <p>(3) The consent holder must implement and comply with any ecological management plans prepared under subclause (1) for the duration of the construction works.</p>	<p><b>Delete subclauses 19(1) to 19(4)</b></p> <p>Add the following as a replacement to subclause 19(1):</p> <p><b><u>“Prior to, during, and post works, the project ecologist shall ensure the relevant bird, fish, and lizard management plans are implemented and adhered to, as necessary to minimise ecological loss”</u></b></p> <p><b><u>19(5)</u></b> The consent holder <u>must keep a record of any habitat identified in the ecological scoping survey</u> carried out under the <b><u>Ecological Report Summary (Appendix B to the application) that is lost as a result of the project.</u></b></p>	<p>KiwiRail requests that this subclauses 19(1) to 19(4) be deleted, noting that the ecological loss of wetlands will be comprehensively addressed as outlined in the OIC application through a mixture of offsetting and compensation measures. Conditions have also been added which require these measures are taken.</p> <p>As ecological management plans have been prepared and outline proposed measures to address effects on birds, fish and lizards, the proposed condition is considered appropriate to manage effects on these species and minimise ecological loss.</p> <p>The amendment to subclause 19(5) is to reflect the removal of subclause 18(3).</p>
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<p>(4) The consent holder must provide a copy of any ecological management plans prepared under subclause (1) to the members of the affected area recovery liaison group.</p> <p>(5) The consent holder must keep a record of any habitat identified in the ecological scoping survey carried out under clause 18(3) that is lost as a result of the project.</p>		
<i>Reclamation</i>		
<b>20 Design</b>	<b>Delete entire clause</b>	Reclamation and structures within the CMA or adjacent to the CMA are not proposed as part of these projects. Therefore, these clauses are not relevant.
<b>21 Fill and soil replacement</b>	<b>Delete entire clause</b>	
<i>Review</i>		
<b>22 Review of conditions</b> <p>(1) For the purposes of section 128(1)(a) of the RMA, the Council may, at any permitted times, review the conditions in this schedule in order to—</p> <p>(a) deal with any adverse effect on the environment that may arise from the exercise of the consent and that it is appropriate to deal with at a later stage; and</p> <p>(b) review the adequacy of any monitoring.</p> <p>(2) In this clause, permitted times means—</p> <p>(a) within 6 months after the first anniversary of the date the construction work is commenced;</p> <p>(b) within 6 months after the second anniversary of the date the construction work is commenced;</p> <p>(c) within 6 months after the fifth anniversary of the date the construction work is commenced.</p>	No change	Kiwirail supports this clause.