

## Attachment I: Proposed Conditions of Consent

### Proposed Conditions

Under ss 108 and 108AA, this resource consent is subject to the following conditions:

#### Activity to be undertaken in accordance with the application material

1. The activity shall be carried out in accordance with all information submitted with the application, detailed below, and all referenced by the Council as LUC60351212, except as otherwise modified by the conditions of consent:
  - (a) Application form signed by Mark Vinall on behalf of The Eden Park Trust;
  - (b) Assessment of Environmental Effects by Tattico Limited, dated
  - (c) The following reports and additional information:
    - Concerts Operating Management Plan, dated
    - Transport Assessment, prepared by Traffic Planning Consultants Limited, dated;
    - Noise Assessment, prepared by Marshall Day Acoustic Limited, dated;

#### Lapse of Consent

2. Pursuant to s125 of the RMA, this consent to hold up to six concerts in any 12-month period shall lapse five years after the date it is granted unless:
  - (a) The consent is given effect to; or
  - (b) The Council extends the period after which the consent lapses.

Advice note:

*The consent will be given effect to when a concert is held at Eden Park.*

#### Surrender of Consent

3. The consent holder shall surrender resource consent LUC60351212 prior to the first concert being held under this consent.

#### Monitoring fee

4. The consent holder shall pay the Council an initial consent compliance monitoring charge of \$1,015 (inclusive of GST), plus any further monitoring charge or charges to recover the actual and reasonable costs incurred to ensure compliance with the conditions attached to this consent/s.

Advice note:

*The initial monitoring deposit is to cover the cost of inspecting the site, carrying out tests, reviewing conditions, updating files, etc., all being work to ensure compliance with the resource consent. In order to recover actual and reasonable costs, monitoring of conditions, in excess of those covered by the deposit, shall be charged at the relevant hourly rate applicable at the time. The consent holder will be advised of the further monitoring charge. Only after all conditions of the resource consent have been met, will the Council issue a letter confirming compliance on request of the consent holder.*

#### Site access

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5. Subject to compliance with the Consent Holder's health and safety requirements and provision of reasonable notice, servants or agents of the Council shall be permitted to have access to the site controlled by the Consent Holder at all reasonable times for the purpose of carrying out inspections, surveys, investigations and tests.

### **Number and frequency of Concert Events**

6. No more than 12 concert events may be held in a calendar year performed by up to no more than six different artists/acts (excluding supporting acts).

*Advice note:*

*For the purposes of condition 6, an artist/act may perform multiple nights at the venue where there is single pack in and pack out for these concert events.*

7. No more than four concerts may be held in any four-week period.
8. There shall be at least one weekend (inclusive of Friday night) in every 35-day period that is free of any concert or organised sports and recreation undertaken during the night-time on the number 1 field.

*Advice note:*

*For the purposes of condition 8 a concert event includes the pack in and pack out dates either side. Night-time activities are defined in I310.4 of the AUP as those activities that are undertaken between 30 minutes before sunset on one day and 30 minutes before sunrise on the following day. For clarity, any activity that continues longer than 30 minutes before sunrise remains defined as a night time activity.*

### **Days of the Week**

9. Concerts may take place on Monday to Sunday, including a Public Holiday.

### **Concert on a weekday (other than a public holiday)**

10. Any concert held on a weekday (other than a public holiday) is restricted as follows:
  - (a) The gates to the number 1 field shall not open before 5:00pm;
  - (b) The concert shall not start before 6:30pm for supporting acts and 7:30pm for the main act;
  - (c) The concert shall finish no later than 11pm;
  - (d) The total duration of the concert, being time between the commencement of the first (or single) performance/act and the conclusion of the last (or single) performance/act, shall not exceed four (5) hours; and
  - (e) The crowd size shall not exceed 60,000 persons.

### **Concert on a Saturday, Sunday or public holiday**

11. Any concert held on a Saturday, Sunday or public holiday is restricted as follows:
  - (a) The gates to the number 1 field shall not open before 8:30am;
  - (b) The concert shall not start before 10:00am;
  - (c) The concert shall finish no later than 11pm;

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- (d) The total duration of the concert, being time between the commencement of the first (or single) performance/act and the conclusion of the last (or single) performance/act, must not exceed six (6) hours; and
- (e) The crowd size shall not exceed 60,000 persons.

### Multiple Concerts

- 12. No more than one concert may be held on any one day.

Advice note:

*A concert may feature one or multiple artists of equal or lesser billing.*

### Concert stage

- 13. The concert stage shall be on the Number 1 field. There are no other limitations on stage configurations.

### Testing and balancing

- 14. Testing and balancing of all sound systems involving PA and/or vocal checks and/or rehearsals by performers for a concert shall:
  - (a) not cumulatively exceed 3 hours;
  - (b) not commence before 10am;
  - (c) be completed by 8pm; and
  - (d) comply with the noise levels in Condition 14.

### Noise limits

- 15. The noise level from use of sound systems associated with concerts, sound checks and the balancing of sound systems and any pyrotechnics displays that form part of the concert performance shall not cumulatively exceed 75 dB  $L_{Aeq(t)}$  and 80 dB  $L_{Aeq(10min)}$  when measured/calculated within the boundary of any residentially-zoned site not owned by the Eden Park Trust.
- 16. Pack-in and pack-out activities occurring between the hours of 10.30pm and 8.00am, shall comply with noise limits of 45dB  $L_{Aeq}$ . Pack-in and pack-out activities occurring at all other times must comply with the noise limits contained in the Eden Park Precinct Noise Standards in I310.6.1.1.

Advice note:

*Pack-in and pack-out includes the delivery of equipment, construction of the necessary infrastructure including turf protection, security fencing, staging, production infrastructure, temporary toilet and food and beverage facilities, post-event deconstruction, loading and removal of all concert-related infrastructure.*

- 17. Professional fireworks displays that include an air-burst where the detonation or burst occurs in an airborne situation shall be excluded from any assessment of compliance with the noise limits specified in Condition 15, and shall instead be in compliance with Standard I310.6.13 of the AUP. Any such professional fireworks display associated with a concert must conclude by 11pm.

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18. The noise level from all other activities (not covered by Conditions 15 to 17), including pack-in and pack-out activities, shall comply with the noise limits contained in the Eden Park Precinct Noise Standards in I310.6.1.1.
19. Noise levels shall be measured in accordance with 'NZS 6801:2008 Acoustics – Measurement of Environmental Sound' and assessed in accordance with 'NZS 6802:2008 Acoustics – Environmental Noise', except that:
  - (a) where  $L_{Aeq(t)}$  is specified, 't' is the duration in conditions 10(d), 10(d) and 14(a).
  - (b) for the duration of 't' as applied in Condition 14, there shall be no adjustment for special audible character (in accordance with section 6.3 of NZS6802:2008) for amplified music, and or amplified voice and no further adjustment for duration (in accordance with section 6.4 of NZS6802:2008) for amplified music or amplified voice.
20. Crowd noise shall be excluded from any assessment of compliance with the noise limits specified in Condition 15.

### Noise Monitoring

21. The consent holder shall engage a suitably qualified and experienced acoustic expert to carry out noise monitoring of every concert, except as provided by Condition 26 below. The objective of the monitoring shall be to accurately determine whether or not compliance with the noise limits in Condition 15 is achieved within the boundary of residentially zoned sites not owned by the Eden Park Trust that are most exposed to the noise from the concert, by measuring at the mixing desk in real time to ensure that compliance is achieved. The noise limits in (a) below have been calculated using the established transfer function for the three representative stage configurations. The transfer function must be measured if a different stage configuration is used (e.g. south or north).

The noise monitoring shall involve:

- (a) Noise level measurements at the mixing console that must not exceed:
  - i. East Stage (facing west): 98 dB  $L_{Aeq(t)}$  and 103 dB  $L_{Aeq(10min)}$
  - ii. West Stage (facing east): 100 dB  $L_{Aeq(t)}$  and 105 dB  $L_{Aeq(10min)}$ .
- (b) Measurement and assessment must be in accordance with NZS6801:2008 and NZS6802:2008, except where varied by the conditions of this consent.
- (c) There shall be no adjustments for special audible character or meteorological effects.
- (d) The requirement for the acoustic expert to communicate directly with a nominated person at the mixing console inside the venue who has the authority to reduce noise levels to ensure compliance with the noise limits in Condition 15.
- (e) Noise level measurements shall be conducted in contiguous 10 minute samples to determine the  $L_{Aeq(10min)}$  for each 10 minute period, and the  $L_{Aeq(t)}$  value shall be calculated in real time to allow for any reduction in the noise levels that might be necessary to achieve compliance with the  $L_{Aeq(t)}$  noise limit in Condition 15.
- (f) The acoustic expert shall establish the maximum sound system level at the mixing console for any stage configuration that is not represented in Condition 15

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(a) by monitoring at the mixing console and at the most affected residential interface simultaneously (e.g. for a Centre Stage arrangement).

22. The results of all noise monitoring shall be provided to the Council for its certification. The report must be prepared by a suitably qualified and experienced expert in acoustics and the report must be provided to the Council within one week of the concert occurring. The report shall detail the results of all  $L_{Aeq(10min)}$  and  $L_{Aeq(t)}$  measurements, including locations, meteorological conditions and all adjustments made for crowd noise or any extraneous noise sources. The report shall also record the results of all noise measurements of professional fireworks displays to determine compliance or otherwise with the relevant noise limits in I310.6.13 of the AUP.
23. Following the monitoring of at least five concerts in accordance with Conditions 21-22, the Council may waive the requirement to monitor any individual concert where the consent holder can demonstrate to the Council's satisfaction in advance, in writing, and at least 15 working days prior to the concert, that the particular size, character or nature of an individual concert means that it is likely to comply with the relevant noise limits in the precinct standards and in Condition 15 with a high degree of certainty.

### **Community Liaison Group**

24. The consent holder must ensure that the terms, functions and responsibilities of the existing Eden Park Community Liaison Group ("CLG"), required by resource consent LUC-2006-4828, are expanded, as necessary, to include all aspects of the concert activity approved under this consent. The purpose of the CLG is to provide a forum for consultation on matters affecting the local community arising from all activities at Eden Park, including the exercise of resource consents, proposed resource consent applications.

### **Concerts Operating Management Plan**

25. The consent holder shall maintain, to the satisfaction of the Council, an up-to-date OMPC that combines the Community Consultation and Communications Management Plan, Event Management Plan, Pre and Post Event Management Plan and Transport and Traffic Management Plan (that varies depending on anticipated crowd size for an event and authorised by Auckland Transport).

The objective of the OMPC is to provide for the overall management of the effects of the concerts in an integrated document that specifies internal and external processes and procedures designed to:

- (a) provide a safe and compliant environment within the stadium; and
  - (b) mitigate, as far as practicable, the negative effects that concerts may have on surrounding residential amenity.
26. The OMPC may be amended if necessary to reflect any minor changes in methods or management of effects, including (but not limited to) any changes arising as a result of CLG or community feedback, or monitoring undertaken in accordance with the conditions of this consent. Any amendments are to be certified by the Council in writing prior to implementation of any changes that the amendments are within scope of the consent, and once implemented would result in an outcome that is similar to, or better than that described in the original plan. Where any changes are certified by

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the Council, these shall be reported to all households in the vicinity of Eden Park prior to the next concert.

27. All concert events must be carried out in accordance with the COMP.

### Community Consultation and Communication Management Plan

28. The Community Consultation and Communication Management Plan shall include the following information:

- (a) details of the community communication procedures and the appointed Community Liaison Officer. The Community Liaison Officer shall be identified as being the main and accessible point of contact. The Community Liaison Officer's contact details shall be listed on the Eden Park and Auckland Council websites;
- (b) details of the membership of the Community Liaison Group (CLG);
- (c) details of how all of the following have been invited to participate within the CLG:
  - (i) representatives of recognised local community organisations active in the Eden Park community;
  - (ii) the Eden Park Neighbours Association Incorporated;
  - (iii) the Eden Park Residents Association Incorporated;
  - (iv) mainstreet business associations from Kingsland and Valley Road;
  - (v) the Council and relevant Council Controlled Organisations; and
  - (vi) the New Zealand Police.
- (d) details of the responses to the request to participate within the Community Liaison Group;
- (e) details of how the consent holder will provide all of the following to the Community Liaison Group:
  - (i) regular updates on scheduling of concerts;
  - (ii) opportunities for feedback and input with regards to the effectiveness of methods to avoid, remedy or mitigate adverse effects associated with the activities authorised by this consent;
  - (iii) details of how the consent holder will respond to queries and complaints including all of the following matters:
    - who is responsible for responding;
    - how responses will be provided; and
    - the timeframes that the responses will be provided within; and
  - (iv) details of consultation undertaken and responses and feedback received. Where responses and feedback are provided, the consent holder must set out how feedback and responses have been addressed, and if not incorporated into the Community Consultation and Communication Management Plan, the reasons why;
- (f) details of methods for informing each household and business within the vicinity of Eden Park, the CLG, other stakeholders and affected parties of forthcoming concerts and related arrangements, including the timing of any aerial burst fireworks and explosive sounds to be used as part of the performance, not less than two weeks prior to each concert event;

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- (g) details of the Eden Park “hotline” - the Eden Park hotline shall be maintained and advertised for the purposes of enabling the local community, stakeholders and the CLG to contact the appropriate authorities or gain assistance. The hotline must be operated for two hours prior to any concert event being held within Eden Park and must continue to operate until midday (12:00pm) the following day after the concert event;
- (h) details of the complaints protocol, developed in liaison with the CLG, to deal with any complaints arising from the actions of spectators and concerns over the management of concerts; and
- (i) details of the eviction protocol, developed in liaison with the NZ Police, to ensure as far as practicable that such persons do not engage in anti-social behaviour in the vicinity of Eden Park after eviction.

### **Event Management Plan**

29. The Event Management Plan shall include the following information:
- (a) procedures for ensuring the removal of litter from streets within the vicinity of Eden Park;
  - (b) measures in place to support Police enforcement of details of liquor bans in the vicinity of Eden Park (such as liquor checkpoints);
  - (c) have an Alcohol Management Plan in place that is agreed in liaison with the NZ Police and the liquor licensing authority;
  - (d) pre-event procedures including: methods for ensuring the appropriate coordination of agencies involved in managing events which may include:
    - the New Zealand Police;
    - security companies (in the precinct and street security patrol);
    - Traffic management contractor;
    - Auckland Transport;
    - St Johns;
    - Fire Service;
    - Event promoter; and
    - Broadcasters.
  - (e) procedures for ensuring that security arrangements are undertaken in a safe and efficient manner;
  - (f) post event procedures including methods for ensuring that patrons depart the precinct in a safe, efficient and orderly manner. This must include the deployment of security personnel at each stadium exit and within the surrounding streets;
  - (g) portaloos to be placed in surrounding streets; and
  - (h) a plan which identifies the locations of portaloos, rubbish bins, liquor checkpoints, key locations for Police/Security to be stationed, and the main walking routes to and from the Eden Park.

### **Pre and Post Event Management Plan**

30. The Pre and Post-Event Management Plan shall include the following information:
- (a) details of the Eden Park “hotline”, which shall be operated for the duration of park-in and pack-out activities;

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- (b) procedures for ensuring that delivery vehicles are managed in a way that minimises adverse effects upon the transport network and adjacent residents, as far as practicable;
- (c) measures for ensuring that the relevant noise limits for pack-in and pack-out activities are complied with;
- (d) measures for ensuring that the relevant noise limits for sound checks are complied with; and
- (e) measures for minimising light spill to adjacent residents from pack-in and pack-out activities and the testing/checking of concert performance lighting.
- (f) Measures to avoid the use tonal reversing alarms (beepers) on machinery and ensure no impact wrenches (rattle guns) are used at between 10.30pm and 8am.

### **Traffic Management Plans**

31. The TMP shall include measures in order to:
  - (a) ensure that residents and their invitees are able to access their properties and residents-only parking at all times before, during and after concert events;
  - (b) ensure that roads continue to function as far as practicable and do not experience undue congestion;
  - (c) strongly encourage patrons and staff to make use of public transport to access Eden Park by providing public transport information and making use of integrated ticketing where possible;
  - (d) maximise pedestrian safety particularly immediately before and after the concert event;
  - (e) ensure that emergency vehicle access both to the ground and the surrounding neighbourhood is maintained at all times;
  - (f) provide for the parking and movement of buses and coaches, including within Eden Park;
  - (g) manage traffic flows around Eden Park so as to facilitate rapid clearing of people and vehicles from the streets in the vicinity of Eden Park after concert events; and
  - (h) ensure that procedures are in place for communicating any unplanned network disruptions with patrons and relevant event staff.
  
32. The TMP shall include the details of a traffic management specialist to be engaged by either the Consent Holder or Auckland Transport, who will be responsible for managing any traffic-related issues as they arise before, during and after the concert event in conjunction with Auckland Transport and the NZ Police.
  
33. The TMP shall be authorised by Auckland Transport prior to each concert. The consent holder shall co-operate with and provide all practical and reasonable assistance to Auckland Transport with the implementation of the TMP.
  
34. The consent holder shall meet the costs of implementing the TMP, unless otherwise agreed with Auckland Transport.



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### **Equipment and Containers**

35. The storage of containers on the site outside the stadium shall be restricted to the carparking area to the south of the South Stand, the Outdoor Broadcasting compound under Gate A, the Outer Oval and the area under the western concourse.

### **Heavy vehicle access**

36. Heavy vehicles associated with concerts shall access and egress from Sandringham Road only, using Gate Q, the bus hub or temporary gates. No heavy vehicles associated with concerts may access, park or idle on Walters Road or Reimers Avenue.

### **Hire Agreements**

37. The Consent Holder shall include in its hire agreement for all or any part of the Stadium and functions rooms a section of that agreement which sets out relevant conditions of this resource consent for concerts which the hirer must accept and comply with.

### **Helicopters**

38. No helicopter may land on or take off from the site on the day or night of a concert event.

### **Lighting**

39. The stadium floodlights may operate during pack-in and pack-out activities.
40. All concert performance lighting must cease by 11pm.
41. Following the conclusion of the concert, the stadium floodlights may operate and must be shut off no later than 45 minutes after the conclusion of the concert.
42. Concert lighting projectors shall not direct stationary peak beams in the direction of windows of habitable rooms of dwellings not owned by the Eden Park Trust.

### **Pre-concert meetings**

43. No less than one month prior to any concert, the consent holder must arrange a briefing meeting to be attended by the following persons:
- (a) the Council's Compliance Monitoring Officer;
  - (b) the Event Promoter (or the promoters representative);
  - (c) the Eden Park Operations Manager (or representative);
  - (d) the appointed Traffic Management Specialist;
  - (e) the appointed Acoustic Specialist;
  - (f) Security representative;
  - (g) Auckland Transport's Special Events team (or representative); and
  - (h) Any other relevant person as required by the Council's Compliance Monitoring Officer.

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The purpose of the meeting shall be to confirm and clarify all actions and responsibilities as required by the conditions of this consent, and ensure that all necessary steps towards implementation are being undertaken by the relevant persons.

44. No less than one week prior to any concert, the Consent Holder shall arrange an on-site meeting to be attended by the persons listed in Condition 42.
45. The purpose of this on-site meeting shall be to ensure that all required processes and management measures for efficient running of the concert event are in place to the satisfaction of the Council.

The following information shall be made available at the pre-start meeting:

- (a) A copy of this resource consent;
- (b) A copy of the approved Concert Operating Management Plan; and
- (c) The relevant Traffic Management Plan approved by Auckland Transport.

### **Post-concert evaluation**

46. The consent holder shall at least annually where a concert has been held in the preceding calendar year, and for the duration of this consent, invite all households within the Eden Park TMP area provide feedback on the effectiveness of the management measures implemented in accordance with the COMP.
47. The feedback provided, alongside data gathered from the noise monitoring and traffic management plan, hotline/ complaints process and the Community Liaison Officer, shall be:
  - (a) reported to the CLG as soon as practicable and discussed at the next meeting of the CLG; and
  - (b) the minutes of the CLG meeting shall be provided to all households invited to provide feedback. The minutes shall identify those adaptive measures that have been modified/adopted as a result of the feedback provided and provide an explanation of why any adaptive management measure identified in the evaluation has not been adopted.
48. A summary of the feedback and minutes of the CLG meeting required by Condition 47(a), including the adoption or otherwise of any adaptive management measure, shall be provided to the Council's Compliance Monitoring Officer within ten working days of the CLG meeting.

### **Review condition**

49. Under s128 of the RMA the conditions of this consent may be reviewed by the Council at the consent holder's cost after any of the first 12 concerts, and then after every 12 subsequent concerts following commencement of consent in order to deal with any adverse effect on the environment arising from the exercise of this consent which it is appropriate to deal with at a later stage, in particular adverse effects relating to noise, lighting, traffic, crowd behaviour (both within and outside of the Stadium).