

Appendix B1: Conditions Common to the Hauraki District Council and Waikato Regional Council Resource Consents

WAIHI NORTH PROJECT - SCHEDULE ONE: CONDITIONS COMMON TO THE HAURAKI DISTRICT COUNCIL AND WAIKATO REGIONAL COUNCIL RESOURCE CONSENTS

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INTERPRETATION

C1	<p>For the purposes of these consents:</p> <p>a. The Biodiversity Project Area and Areas, 1, 2, 3, 5, 6 and 7 mean the areas identified on Plans BP1, WNP1, WNP2, WNP3, WNP5, WNP6 and WNP7 annexed as Attachment 1 to these conditions.</p> <p>b. “Commencement date” <u>or</u> “commencement of this consent” means the date on which the decision is served under section 88 of the Fast-track Approvals Act 2024.</p> <p>c. “Exploration drill site” means any site which accommodates a drilling platform and is used to discover and evaluate mineral resources.</p> <p>d. “Exploration drilling” means drilling undertaken to discover and evaluate mineral resources.</p> <p>e. “Investigative drill site” means any site which accommodates a drilling platform and is used for investigative drilling, excluding the four (maximum) vent shaft / pumping test sites which are to be established in the Coromandel Forest Park (“CFP”).</p> <p>f. “Investigative drilling” means all drilling undertaken for geotechnical and hydrogeological investigation purposes either from a drill site or portable rig location and includes holes drilled for the installation of groundwater monitoring piezometers.</p> <p>g. “Mining activities” means the activities listed in Condition 1.b. – 1.h. of the Hauraki District Council land use consent.</p> <p>h. “Mine infrastructure” means any infrastructure established for the purpose of mining or mining operations.</p>
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	<p>i. “Mine Site” means Areas 1, 2, 3, 5, 6 and 7, as identified on Plans WNP1, WNP2, WNP3, WNP5, WNP6 and WNP7 annexed as Attachment 1 to these conditions.</p> <p>j. “Stoping activities” means the extraction of ore via drill and blast methods from level -to-level drill holes greater than 15 m.</p> <p>k. “Permanent stormwater management infrastructure” means stormwater management infrastructure that is intended to remain in place beyond the duration of mining activities.</p> <p>l. “Portable drill rig location” means any location at which a portable drilling rig is used for geotechnical and <u>or</u> hydrogeological investigation purposes and includes holes drilled for the installation of groundwater monitoring piezometers.</p> <p>m. “Water pump site” means any location at which a pump is installed to abstract surface water.</p> <p>n. “Helicopter landing site” means a site where helicopter flights associated with the Waihi North Project will land or take off. These sites include four exploration drill sites, ventilation shaft sites, other investigation and monitoring sites authorised by this consent, and designated helipads located at the Waihi Surface Facilities Area, the Willows Surface Facilities Area, and the former Golden Cross Mine.</p>																												
	Acronyms and Abbreviations																												
C1A	<p>Acronyms and Abbreviations used in this consent have the following meanings:</p> <table border="1"> <tr> <td>AEP</td><td>Annual Exceedance Probability</td></tr> <tr> <td>AMD</td><td>Acid and Metalliferous Drainage</td></tr> <tr> <td><u>AMP</u></td><td><u>Archaeological Management Plan</u></td></tr> <tr> <td>ANC</td><td>Acid Neutralising Capacity</td></tr> <tr> <td>ANE</td><td>Ammonium Nitrate Emulsion</td></tr> <tr> <td>ANFO</td><td>Ammonium Nitrate Fuel Oil</td></tr> <tr> <td>AQMP</td><td>Air Quality Management Plan</td></tr> <tr> <td><u>BVMP</u></td><td><u>Blasting and Vibration Management Plan</u></td></tr> <tr> <td>BPO</td><td>Best Practicable Option</td></tr> <tr> <td>CAF</td><td>Cemented Aggregate Fill</td></tr> <tr> <td>CFP</td><td>Coromandel Forest Park</td></tr> <tr> <td>CFP-KDMP</td><td>Coromandel Forest Park Kauri Dieback Management Plan</td></tr> <tr> <td>CPI</td><td>Consumer Price Index</td></tr> <tr> <td>CRF</td><td>Cemented Rock Fill</td></tr> </table>	AEP	Annual Exceedance Probability	AMD	Acid and Metalliferous Drainage	<u>AMP</u>	<u>Archaeological Management Plan</u>	ANC	Acid Neutralising Capacity	ANE	Ammonium Nitrate Emulsion	ANFO	Ammonium Nitrate Fuel Oil	AQMP	Air Quality Management Plan	<u>BVMP</u>	<u>Blasting and Vibration Management Plan</u>	BPO	Best Practicable Option	CAF	Cemented Aggregate Fill	CFP	Coromandel Forest Park	CFP-KDMP	Coromandel Forest Park Kauri Dieback Management Plan	CPI	Consumer Price Index	CRF	Cemented Rock Fill
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	DOC	Department of Conservation
	DSMMP	Dewatering and Settlement Monitoring and Management Plan
	EG Vein	Eastern Graben Vein
	ELMP	Ecology and Landscape Management Plan (entire plan: ELMP-WA and ELMP-WUG)
	ELMP-WA	Waihi Area Ecology and Landscape Management Plan
	ELMP-WUG	WUG Ecology and Landscape Management Plan
	EPA	Environmental Protection Authority
	GCMP	Gladstone Open Pit Ground Control Management Plan
	GOP	Gladstone Open Pit
	GOPTSF	Gladstone Open Pit Tailings Storage Facility
	GPS	Global Positioning System
	HAIL	Hazardous Activities and Industries List
	HDPE	High Density Polyethylene
	HSW-HS	Health and Safety at Work (Hazardous Substances) regulations
	IANZ	International Accreditation New Zealand
	LINZ	Toitū Te Whenua Land Information New Zealand
	LPG	Liquefied Petroleum Gas
	LUC	Land Use Consent
	MPA	Maximum Potential Acidity
	NAF	Non-Acid Forming
	NAG	Net Acid Generation
	NAPP	Net Acid Producing Potential
	NRS	Northern Rock Stack
	NTU	Nephelometric Turbidity Unit

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NZPPI	New Zealand Plant Producers Incorporated
NZTM	New Zealand Transverse Mercator
OGNZL	OceanaGold (New Zealand) Limited
PAF	Potentially Acid-Forming
PMP	Probable Maximum Precipitation
RL	Relative Level
RMA	Resource Management Act 1991
SEIA	Socio-Economic Impact Assessment
SFA	Surface Facilities Area
SH	State Highway
SNA	Significant Natural Area
SSESCP	Site Specific Erosion and Sediment Control Plan
TARP	Trigger - Action Response Plan
TSF3	Tailings Storage Facility 3 (Area 7)
TSP	Total Suspended Particulate
USEPA	United States Environmental Protection Agency
VMP	Vibration Management Plan
WAPMA	Wharekirauponga Animal Pest Management Area
WNP	Waihi North Project
WPAMP	Wharekirauponga Pest Animal Management Plan
WRS	Willows Rock Stack
WTP	Water Treatment Plant
WUG	Wharekirauponga Underground Mine
WUG-WMP	Wharekirauponga Underground Mine Water Management Plan

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GENERAL

C2	The activities authorised by this consent must be undertaken in <u>general</u> accordance with the information contained in the Assessment of Environmental Effects and supporting technical documents submitted by OceanaGold New Zealand Limited ("the Consent Holder") to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Waihi North Project under the Fast-track Approvals Act 2024 ("Act").
C3	In the event of any conflict or discrepancy between the documents noted above and the conditions of this consent, the conditions shall prevail.
C3A	The consent shall <u>must</u> be exercised in accordance with those existing authorisations contained in Part E.02 of the Application and supporting technical documents submitted by OceanaGold New Zealand Limited to the Environment Protection Authority in support of authorisations for the Waihi North Project under the Act. Prior to the exercise of the consent, the consent <u>Consent holder</u> Holder <u>shall must</u> confirm which of these authorisations (and related conditions) are to be superseded by this consent, and make application to surrender or vary those consents accordingly. Until such time as that occurs, the conditions of those consents continue to apply.

MANAGEMENT AND MONITORING PLANS

C4—	<p>This consent must be exercised in accordance with the following management plans, which have been certified as part of the approval granted pursuant to Section 81 of the Fast-track Approvals Act 2024 and form part of this consent:</p> <ul style="list-style-type: none"> a.—WUG Ecology and Landscape Management Plan ("ELMP-WUG"). b.—Waihi Area Ecology and Landscape Management Plan ("ELMP-WA"). c.—Coromandel Forest Park Kauri Dieback Management Plan ("CFP-KDMP"). Vibration Management Plan ("VMP"). d.—Wharekirauponga Pest Animal Management Plan ("WPAMP"). e.—Wharekirauponga Underground Mine Water Management Plan ("WUG-WMP"). f.—Archaeological Management Plan. <p><i>Advice Note: Any subsequent amendments to the management plans listed in this condition shall be certified by the Councils to ensure the amendments are consistent with the objectives in the approved management plan.</i></p>
C4A	Not less than 6 months before starting stoping activities the Consent Holder will consult with the Consent Authority and any relevant Administering Agency regarding whether there have been any material changes in best practice standards that merit amendment to the management plans in accordance with Conditions C8—C8D.
C4B	1. <u>Where any consent condition requires the Consent Holder to submit a monitoring plan, management plan or any other document to the Consent Authority for 'certification' or 'recertification', the process set out in clauses (a) and (b) must be followed by the Consent Holder:</u>

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	<p>a. <u>The Consent Holder must supply a monitoring plan, management plan or any other document to the Consent Authority;</u></p> <p><i>Advice Notes:</i></p> <p>i. <u>The certification (or withholding certification) of a monitoring plan, management plan or any other document by the Consent Authority must be based on the Consent Authority's assessment as to whether the document adequately addresses its objectives or requirements as set out in the relevant condition requiring the document's certification.</u></p> <p>ii. <u>Should the monitoring plan, management plan or any other document supplied in accordance with clause a) of this condition, in the opinion of the Consent Authority, achieve the requirements of the relevant condition(s) requiring the document's certification, the Consent Authority will issue a written confirmation (which will constitute 'the certificate') to the consent holder that the requirements of the relevant condition(s) have been satisfied;</u></p> <p>iii. <u>Where the monitoring plan, management plan or other document supplied in accordance with clause a) of this condition, in the opinion of the Consent Authority does not achieve the requirements of the relevant condition(s) requiring the document's certification, the Consent Authority will advise the consent holder in writing of the shortcomings, including additional information or measures, it considers necessary to meet the requirements of the relevant condition(s) and ask that the management plan(s) or document(s) be modified to address the concerns, and then be resubmitted;</u></p> <p>iv. <u>As part of the certification process, and where the relevant condition requiring the document's certification provides for the Consent Authority to seek advice from the Peer Review Panel, once received from the consent holder, the Consent Authority will arrange for the document to be provided to the Peer Review Panel without unreasonable delay.</u></p> <p>v. <u>Certification must not be unreasonably withheld or delayed and certification or a response is expected to take no longer than 30 working days.</u></p> <p>b. <u>The Consent Holder must address any written response provided by the Consent Authority and resubmit an amended monitoring plan, management plan or any other document to the Consent Authority for certification.</u></p>						
C5	<p>No later than the submission date referred to for the relevant document, the following documents must be submitted to the Consent Authority for certification:</p> <p>To be certified by Hauraki District Council:</p> <table border="1"> <thead> <tr> <th>Document</th><th>Submission Date</th></tr> </thead> <tbody> <tr> <td>aa Coromandel Forest Park Kauri Dieback Management Plan (CFP-KDMP)</td><td>At least 30 working days prior to vegetation clearance or portable rig drilling occurring in Area 1</td></tr> <tr> <td>ab Blasting and Vibration Management Plan (BVMP)</td><td>At least 30 working days prior to any blasting occurring</td></tr> </tbody> </table>	Document	Submission Date	aa Coromandel Forest Park Kauri Dieback Management Plan (CFP-KDMP)	At least 30 working days prior to vegetation clearance or portable rig drilling occurring in Area 1	ab Blasting and Vibration Management Plan (BVMP)	At least 30 working days prior to any blasting occurring
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ac	Wharekirauponga Pest Animal Management Plan (WPAMP) ^P	At least 2 years prior to the commencement of WUG stopping activities
ad	Archaeological Management Plan	At least 30 working days prior to the commencement of construction activities in the relevant Area
a.	Construction Noise Management Plan	At least 30 working days prior to the commencement of construction activities in the relevant Area.
b.	Operational Noise Management Plan	At least 30 working days prior to the commencement of operational activities in the relevant Area.
c.	Construction Traffic Management Plan	At least 30 working days prior to the commencement of construction activities in the relevant Area.
d.	Willows Road Upgrade Design	At least 30 working days prior to the commencement of construction activities in Area 2.
e.	Willows Road Maintenance Programme	At least 30 working days prior to the commencement of construction activities in Area 2.
f.	Baxter Road Condition Survey Programme	At least 30 working days prior to the commencement of construction activities in Areas 5, 6 or 7.
g.	Site Management Plan - Contaminated Land	At least 30 working days prior to the commencement of operational construction activities in the relevant Area.
h.	Waihi Skills Development and Training Action Plan	Within six months following after the commencement of the this consent.
i.	Workforce Accommodation Assessment	Within six months of following the commencement of the consent.
j.	Social Impact Management Plan	Prior to the first exercise of this consent
k.	Drill sites / Ventilation Sites - Site Selection Report	At least 40 working days prior to the establishment of any drill site, pumping test site or ventilation shaft site in Area 1
l.	Kenny Street Carpark Subsidence Hazard Zone Management Plan	At least 30 working days prior to enlarging the Kenny Street carpark
m.	Hazardous Substances Management Plan (Areas 1, 2, 5, and 6 only)	At least 30 working days prior to the commencement of activities in bringing any new hazardous substances into the respective Area

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n.	Native Frog Monitoring Plan	<u>30 working days</u> <u>At least four years</u> prior to the commencement of <u>activities in Area 1</u> <u>WUG stoping activities</u> <u>and two years prior to vegetation clearance in relation to drill sites, vent shafts, and portable rig sites, whichever occurs first.</u>
o.	TSF3 Wetland Restoration Plan	<u>At least 30</u> working days prior to the commencement of wetland establishment works on the surface of TSF3 in Area 7
p.	Gladstone Open Pit Ground Control Management Plan	<u>At least 30</u> working days prior to the commencement of GOP mining activities
q.	Lighting Management Plan	<u>At least 20</u> working days prior to <u>the commencement of any</u> construction activities <u>requiring external lighting</u>
r.	Helicopter Noise Management Plan	<u>At least 30</u> working days prior to the commencement of <u>the consent</u> operational activities in the relevant Area.

To be certified By Waikato Regional Council:

Document	Submission Date
<u>sa Wharekirauponga Underground Mine Water Management Plan (WUG-WMP)</u>	<u>At least 30 working days prior to the commencement of the construction of the Dual Tunnel</u>
s. Site Specific Erosion and Sediment Control Plans	<u>At least 30</u> working days prior to commencement of activities in each of Areas 2, 5, 6 and 7
t. Chemical Treatment Plan	<u>At least 30</u> working days prior to commencement of any erosion and sediment control works here chemical treatment forms part of the proposed erosion and sediment control measures
u. Waihi Area Water Quality Management Plan	<u>At least 30</u> working days prior to <u>commencement of any</u> activities in <u>any of</u> Areas 2,3,5,6 and 7 <u>that are subject to long term water management</u>
v. Air Quality Management Plan	<u>At least 30</u> working days prior to the commencement of activities in any of Areas 1,2,5,6 and 7
w. Willows Rock Stack Monitoring and Management Plan	<u>At least 30</u> working days prior to the first discharge of rock or overburden on to land at the Willows Rock Stack
x. GOPTSF Monitoring and Management Plan	<u>At least 30</u> working days prior to the commencement of construction of the GOPTSF

Commented [A1]: Vegetation clearance to establish drill sites may commence prior to WUG stoping. DOC considers that having a two datasets spanning at least two years prior to any frog salvage and translocation is necessary and so this has been added as an additional component for the timing of submission of this plan

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Commented [A2]: To ensure adequate timeframe for review

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	<p>b. <u>the Coromandel Forest Park Kauri Dieback Management Plan,</u></p> <p>c. <u>the Rehabilitation and Closure Plan (insofar as it relates to restoration and closure works on public conservation land),</u></p> <p>d. <u>the Blasting and Vibration Management Plan (insofar as it relates to vibration impacts on frogs),</u></p> <p>e. <u>the Wharekirauponga Underground Mine Water Management Plan (insofar as it relates to groundwater trigger level responses, groundwater monitoring reporting, the water level monitoring system, the flow monitoring network, alert trigger event notification, respond trigger event notification, and wetland water level trigger event notification,</u></p> <p>f. <u>the Dewatering and Settlement Monitoring and Management Plan,</u></p> <p>g. <u>the Native Frog Monitoring Plan,</u></p> <p>h. <u>the Helicopter Noise Management Plan (insofar as it relates to helicopter noise over public conservation land); or</u></p> <p>i. <u>the Wharekirauponga Pest Animal Management Plan</u></p> <p><u>1. to the Hauraki District Council for certification, the Consent Holder must provide each plan to the Department of Conservation and invite the Department to review each plan and provide comments on, and any suggested amendments or additions to, each plan to the Consent Holder within 10-20 working days following the date on which each plan is provided to the Department.</u></p> <p>2. <u>The Consent Holder must take into account all comments and suggested amendments and additions to each plan received from the Department of Conservation.</u></p> <p>3. <u>The Consent Holder must prepare a document (or documents) outlining what if any amendments or additions have been made to each plan in response to comments and suggestions made by the Department of Conservation and provide that document to the Hauraki District Council contemporaneously with each plan when it is submitted for certification.</u></p> <p>4. <u>The document required under (3c) must include an explanation of where any comment or suggestion made by the Department has not been incorporated into the plan and the reasons why.</u></p> <p>5. <u>A copy of each plan that is submitted for certification must be provided to the Department of Conservation for their information, together with the document required under Condition C5AA(e3).</u></p>
C5A	<p>With the exception of the plans specified in Condition C5(d) [Willows Road Upgrade Design] and C5(e) [Willows Road Maintenance Programme], no less than 30 days in advance of the submission date specified in Condition C5, the Consent Holder must give the consent authority notice in writing of the intention to submit the document for certification.</p> <p><i>Advice Note: To assist the Councils with certification, the Consent Holder should give as much notice as possible of intent to submit a management plan for certification.</i></p>
C5B	<p><u>The Consent Holder must implement the certified monitoring plans and management plans and other certified documents and all activities authorised by these resource consents must be carried</u></p>

Commented [A3]: List expanded to align with C8A. The additional documents from C8A all cover matters within DOC's responsibility, and DOC should be engaged in their initial certification as well as subsequent amendments.

Commented [A4]: To ensure adequate timeframe for review

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	out in accordance with the certified monitoring plans, management plans or other certified documents
C5C	In the event of any conflict or inconsistency between the conditions of these resource consents and the provisions of a certified version of a management plan, monitoring plan or any other document submitted to the Consent Authority for certification, the conditions of these resource consents must prevail
C6	Where an activity authorised by this consent is addressed in a document referred to in Condition C5, the activity must be undertaken in accordance with that document.
C7	The Consent Holder must ensure that a copy of each Management Plan <u>or Monitoring Plan</u> , including any certified amendments, is available onsite at all times and that each copy is updated within 5 working days of any amendments being certified.
	Amendments to Plans
C8	<p>1. The Consent Holder may make amendments to any of the plans referred to in Condition C4 and C5 at any time.</p> <p>2. Any amendment to any plan must be submitted <u>for recertification</u> by the Consent Authority and any works associated with the amendment must not commence until <u>recertification</u> has occurred <u>in accordance with Condition C4B</u>.</p> <p>a. For amendments made to the management plans listed in Condition C4, the Consent Authority is;</p> <p>a. Terrestrial aspects of an ELMP – Hauraki District Council.</p> <p>b. Aquatic aspects of an ELMP – Waikato Regional Council.</p> <p>c. CFP-KDMP – Hauraki District Council.</p> <p>d. VMP – Hauraki District Council.</p> <p>e. WPAMP – Hauraki District Council.</p> <p>f. WUGWMP – Waikato Regional Council.</p> <p>g. DSMMP – Hauraki District Council and Waikato Regional Council.</p>
C8A	<p>In addition to the requirements of Condition C8, if amendments that relate to works or effects on conservation land are proposed to:</p> <p>a. An ELMP.</p> <p>b. The CFP-KDMP.</p> <p>c. The BVMP – insofar as it relates to vibration impacts on frogs.</p> <p>d. The WPAMP.</p> <p>e. The WUGWMP – insofar as it relates to groundwater trigger level responses, groundwater monitoring reporting, the water level monitoring system, the flow monitoring network, alert trigger event notification, respond trigger event notification, and wetland water level trigger event notification.</p>

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	<p>f. <u> </u> The DSMMP.</p> <p>g. <u> </u> The Helicopter Noise Management plan – insofar as it relates to helicopter noise over public conservation land;</p> <p>The Rehabilitation and Closure Plan (insofar as it relates to restoration and closure works on public conservation land); or</p> <p>h. <u> </u></p> <p>f.i. <u> </u> The Native Frog Monitoring Plan.</p> <p>the Consent Holder must invite the Department of Conservation to participate in a collaborative workshop with the Consent Holder to discuss the conservation land related amendments and have input into any associated revisions in accordance with Conditions C8B – C8C.</p>
C8B	<p>If the Department of Conservation agrees to participate in a workshop:</p> <ol style="list-style-type: none"> The Consent Holder must provide a copy of the amended Management Plan(s) to the Department of Conservation at least 15 days before the workshop; The Consent Holder must circulate a record of the workshop discussions to the Department of Conservation within 5 working days of the completion of the workshop; and The Department of Conservation may provide written feedback to the Consent Holder on the Management Plan(s) amendments within 15 working days of the completion of the workshop.
C8C	<p>If the Department of Conservation does not participate in a collaborative workshop, the Consent Holder must provide a copy of the amended Management Plan(s) to the Department and give the Department 15 working days to provide written feedback to the Consent Holder on its content.</p>
C8D	<p>The Consent Holder must provide any written feedback received from the Department of Conservation on the amended Management Plan(s) to the relevant Consent Authority when the Management Plan(s) is submitted for recertification, along with an explanation of where any comment made by DOC has not been incorporated into the Management Plan(s) and the reasons why.</p>

Commented [A5]: These are also relevant documents for DOC engagement.

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TANGATA WHENUA CONDITIONS

	<u>Iwi Advisory Group</u>
C9	<p>1. Within 3 months of commencement of this consent the Consent Holder must invite the following parties to establish an Iwi Advisory Group to assist the Consent Holder to undertake the functions set out in Condition C.10.</p> <ol style="list-style-type: none"> Ngāti Hako Ngāti Maru <u>Ngāti Porou ki Hauraki</u> Ngāti Pū Ngāti Tamaterā Ngāti Tara Tokanui / Ngāti Koi Ngaati Whanaunga Waihi Community Marae Any other group invited by the iwi listed above. <p>2. <u>The Consent Holder may replace the Iwi Advisory Group with a Partnership Engagement Group (PEG) if doing so is mutually agreed by the Consent Holder and all of the iwi entities listed in Condition C9.1.</u></p> <p>3. <u>Any PEG must be consistent with any existing formal partnership agreements between the Consent Holder and any of the iwi entities listed in Condition C9.1.</u></p> <p>4. <u>The Consent Holder must engage an independent facilitator if nominated by iwi or hapū to facilitate the operation of the IAG to assist in achieving collaborative outcomes for Te Ao Māori, workstreams, nominations to committees, co-design of support programmes, communications, reporting, and representation in other forums (such as the Martha Trust).</u></p> <p>5. <u>The Consent Holder must not disestablish the Iwi Advisory Group or any replacement Partnership Engagement Group unless all of the parties listed in Condition C9.1 agree that it should be disestablished.</u></p>
C10	<p>The functions of the Iwi Advisory Group <u>or any replacement Partnership Engagement Group</u> are to:</p> <ol style="list-style-type: none"> Facilitate engagement and long-term working relationships between the Consent Holder and tangata whenua in respect of the WNP, and the management and monitoring of environmental effects; Identify and create opportunities for social, economic and environmental enhancement through enhancement of the cultural values and interests as they relate to the project; <u>Identify opportunities for the Consent Holder to procure services relevant to the exercise of these consents from the iwi entities in listed in Condition C.9;</u> Assist the Consent Holder in developing the Cultural Practices Plan required under Condition C.16; Assist the Consent Holder in developing the Mātauranga Māori Monitoring Programme, required under Condition C18A; Provide input to <u>any</u> preparation of the plans specified in Condition C.11 <u>as relevant;</u>

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	<p>g. Provide input to preparation or preparation of the plans listed in Condition C.12 as relevant;</p> <p>h. Provide other cultural advice to the Consent Holder as may be required; and</p> <p>i. Nominate the cultural representative on the Peer Review Panel <u>and the Expert Groundwater Management Panel required under WRC condition UG.33.</u></p>
C11	<p>The management plans referred to in Condition C.10(f) are:</p> <ol style="list-style-type: none"> WUG Ecology and Landscape Management Plan. Waihi Area Ecology and Landscape Management Plan. Coromandel Forest Park Kauri Dieback Management Plan. Wharekirauponga Animal Pest Management Plan. <u>Blasting and</u> Vibration Management Plan.
C12	<p>The plans referred to in Condition C.10(g) are:</p> <ol style="list-style-type: none"> Rehabilitation and Closure Plan. Air Quality Management Plan. Water Management Plan. Willows Rock Stack Monitoring and Management Plan. Northern Rock Stack Monitoring and Management Plan. GOPTSF Monitoring and Management Plan. TSF3 Monitoring and Management Plan. Site Specific Erosion and Sediment Control Plans. Chemical Treatment Plan.
C13	<p>The Consent Holder shall <u>must</u> invite the Iwi Advisory Group <u>or any replacement Partnership Engagement Group</u> to hold meetings at quarterly intervals, or at any other frequency as may be agreed by the Iwi Advisory Group.</p>
C14	<p>The Consent Holder's obligations in respect of the Iwi Advisory Group <u>or any replacement Partnership Engagement Group</u> are to:</p> <ol style="list-style-type: none"> Provide a venue for the Iwi Advisory Group meetings at the Consent Holder's cost; Meet the reasonable costs of all appointed iwi representatives; Resource any other reasonable needs or costs associated with the functioning of the Group; Record the main points arising from each meeting of the Group and provide a copy of that record to all tangata whenua members of the Group within 10 working days following each meeting; Consider and, if requested by tangata whenua members of the Group, provide a written or other appropriate response to all recommendations made by the Group; To make available any staff members or independent experts engaged by the Consent

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	<p>Holder to meet with the Group, with the costs of the experts' attendances and any necessary preparation <u>by those experts</u> to be met by the Consent Holder;</p> <p>g. Subject to any operational or health and safety constraints, provide ongoing opportunities for tangata whenua to walk the Site before works commence and for visits to the Site over the life of the operations; and</p> <p>h. Consider and, if requested, respond to the outcomes of any cultural monitoring undertaken by tangata whenua.</p> <p>i. <u>Provide to the Iwi Advisory Group or any replacement Partnership Engagement Group copies of all:</u></p> <p>i. <u>monitoring reports and other compliance monitoring reports required by this consent, the HDC consent and the WRC consents for the WNP; and</u></p> <p>ii. <u>Minutes of meetings of the Peer Review Panel and the Expert Groundwater Management Panel.</u></p>
C14A	<p>Each year up to the completion of rehabilitation, in accordance with the requirements of Condition C66, and within 3 months of the anniversary of the inaugural meeting of the Iwi Advisory Group, the Consent Holder must prepare a report summarising the activities of the Iwi Advisory Group <u>or any replacement Partnership Engagement Group</u> and any other engagement undertaken pursuant to Condition C15 (suitably redacted to address confidentiality obligations between the Consent Holder and the parties it is engaging with) and submit a copy to the <u>Hauraki District Council, TCDC and Waikato Regional Council Councils</u> for <u>their</u> information.</p>
C15	<p>1. Irrespective of participation in the Iwi Advisory Group <u>or any replacement Partnership Engagement Group</u>, the Consent Holder must engage with any of the iwi <u>entities</u> listed in Condition C.9 independently regarding any of the matters listed in Condition C.10 if so requested <u>by those iwi</u>.</p> <p>2. <u>If requested by any of the iwi entities listed in Condition C.9, the Consent Holder will use its best endeavours to facilitate a co-designed partnership framework and mechanism for the direct reporting to the iwi entity of progress being made on the matters listed in Condition C.10.</u></p>
	<p><u>Cultural Practices Plan</u></p>
C16	<p>Within two (2) months of the Iwi Advisory Group being established, the Consent Holder must invite the Iwi Advisory Group to facilitate the preparation of a Cultural Practices Plan.</p>
C17	<p>1. The purpose of the Cultural Practices Plan is to assist tangata whenua to express their tikanga and fulfil their role as kaitiaki in relation to the WNP. It shall must include (but not be limited to):</p> <p>a. Describing how OGNZL employees and contractors can be respectful of cultural values when undertaking their work;</p> <p>b. Providing for, and describing the appropriate times for which cultural oversight, or traditional practices, are required when undertaking works; and</p> <p>c. Detailing how specific works can be undertaken in alignment with tikanga, including, for example:</p> <p>i. Protocols for karakia.</p>

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	<ul style="list-style-type: none"> ii. Accidental discovery protocol(s). iii. Protocol(s) for handling of indigenous fauna and flora. iv. <u>Protocol(s) for addressing the incidental harm to or death of taonga fauna species.</u> v. Protocol(s) for managing light and noise during culturally significant times. <p>2. Where developed, a copy of the Cultural Practices Plan must be provided to the <u>Hauraki District Council, Thames Coromandel District Council, Waikato Regional Council and the Department of Conservation Councils</u> for their <u>information records</u>.</p> <p>3. <u>The Consent Holder must meet the reasonable costs incurred by the Iwi Advisory Group or any replacement Partnership Engagement Group in facilitating the preparation of the Cultural Practices Plan.</u></p>
C18	Where activities authorised by this consent are addressed in the Cultural Practices Plan, they must be undertaken in accordance with the relevant provisions of <u>the Cultural Practices Plan in so far as reasonably practicable unless it is impractical to do so, including for health and reasons, and not in conflict with other conditions of this consent (which shall prevail).</u>
C18A	<p>1. Within two (2) months of the Iwi Advisory Group <u>or any replacement Partnership Engagement Group</u> being established, the Consent Holder must invite the Iwi Advisory Group <u>or any replacement Partnership Engagement Group</u> to facilitate the preparation of a Mātauranga Māori Monitoring Programme.</p> <p>2. <u>The Consent Holder must meet the reasonable costs incurred by the Iwi Advisory Group or any replacement Partnership Engagement Group in facilitating the preparation of the Mātauranga Māori Monitoring Programme.</u></p>
C18B	<p>The purpose of the Mātauranga Māori Monitoring Programme is to assist tangata whenua to express their tikanga and fulfil their role as kaitiaki in relation to the WNP through cultural monitoring. It <u>shall must</u> include (but not be limited to):</p> <ul style="list-style-type: none"> a. The development of cultural health indicators and associated performance metrics for waterways and wetlands. b. The development of cultural health indicators and associated performance metrics for other ecosystems and/or culturally significant sites, as deemed necessary by the Iwi Advisory Group. c. A plan describing the monitoring regime for these indicators, <u>which is agreed between the Consent Holder and the IAC, and includes including</u> the frequency of monitoring and how it integrates with the broader environmental monitoring programme for the <u>WNP project</u>. d. How the Consent Holder intends to provide resourcing to support the <u>development and implementation</u> of the programme <u>and the associated ongoing monitoring</u>, which may include, for example, the provision of a dedicated kaitiaki role/s.
C18C	The Consent Holder must provide an annual report to the <u>Hauraki District Council, TCDC and Waikato Regional Council Councils</u> for their <u>information records</u> by 30 June each year which summarises progress against, and results of, <u>the requirements of Condition C18B</u> .
	<u>Cultural Awareness Programme</u>

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C19	<p>The Consent Holder must ensure that a Cultural Awareness Programme is provided to the Consent Holder's staff and full-time contractors working in the WNP operations. The Cultural Awareness Programme shall must be provided initially prior to the first exercise of this consent, and thereafter as required on a six-monthly basis for the duration of mining activities authorised by this consent.</p> <p><i>Advice Note: The Cultural Awareness Programme may be prepared in conjunction with the Cultural Awareness Programme prepared in accordance with the consent requirements applying to the Consent Holder's other mines in the Waihi area.</i></p>
C20	<p>Subject to their agreement, the Cultural Awareness Programme must be prepared and delivered by representative(s) of the Iwi Advisory Group or any replacement Partnership Engagement Group. The Consent Holder shall be solely responsible for all reasonable costs associated with the preparation and delivery of the Cultural Awareness Programme.</p>
C21	<ol style="list-style-type: none"> 1. The Consent Holder must keep a record of when the Cultural Awareness Programme has been delivered to its staff and full-time contractors, and which staff and full-time contractors have attended the Cultural Awareness Programme. 2. Annually, from the first exercise of this consent, the Consent Holder shall provide the record to Councils for their records.
	<p><u>Karakia and other tikanga practices</u></p>
C22	<p>Prior to the commencement of works in each of Areas 1,2,3,5,6 and 7, the iwi entities listed in Condition C.9 shall be offered by the Consent Holder must offer the iwi entities listed in Condition C.9 the opportunity to conduct karakia or perform other tikanga practices.</p>

ANNUAL WORK PROGRAMME

C23	<p>No later than 30 working days prior to the first exercise of this consent, and annually thereafter no later than the anniversary of works commencing, or at any other date approved by the Hauraki District Council and WRC Hauraki District Council and the Waikato Regional Council ("the Councils") in writing, the Consent Holder must provide to the Hauraki District Council, Waikato Regional Council and Department of Conservation Councils an Annual Work Programme for the following year (for information purposes). The Annual Work Programme must include:</p> <ol style="list-style-type: none"> a. A summary of the mining activities proposed for the following year; b. A description of the proposed sequencing of works; and c. Details of the proposed progressive rehabilitation and revegetation of active Areas. <p><i>Advice Note: The Annual Work Programme may be prepared in conjunction with the Annual Work Programme prepared in accordance with the consent requirements applying to the Consent Holder's other mines in the Waihi area.</i></p>
C23A	<p>The Permit holder must undertake all work in accordance with the approved Annual Work Programme.</p>

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COMPANY LIAISON OFFICER

C24	At least 20 working days prior to the exercise of this consent, the Consent Holder must appoint a person (the “Company Liaison Officer”) to liaise between the Consent Holder, iwi, the community and the <u>Hauraki District Council and Waikato Regional Council Councils</u> .
C25	The Consent Holder must investigate and respond to complaints as soon as practicable after receipt. The Consent Holder may replace the Company Liaison Officer from time to time but must maintain a Company Liaison Officer for the duration of the mining activities associated with this consent.
C26	The name of the current Company Liaison Officer, together with the phone number and email address they can be contacted at, must be available on the Consent Holder’s website prior to the exercise of this consent and up-to-date details must remain on the website for the duration of mining activities authorised by this consent.

COMPLAINTS PROCEDURE

C27	<p>The Consent Holder must maintain and keep a complaints register for any complaints received in relation to activities authorised by these consents. As a minimum, the register must record the following:</p> <ol style="list-style-type: none"> The date, time, and details of the complaint; The incident that resulted in the complaint, if known, including its location; Any corrective action taken by the Consent Holder in response to the complaint, including timing of that corrective action; and Communication with the complainant in response to the complaint.
C28	The complaints register must be made available to the <u>Hauraki District Council and Waikato Regional Council Councils</u> on request or as otherwise specified in specific resource consent conditions for the <u>WNP Waihi North Project</u> .

ACCIDENTAL DISCOVERY PROTOCOL

C29	<ol style="list-style-type: none"> In the event that any unidentified archaeological site is located when exercising this consent, the following procedures must be undertaken by the Consent Holder: <ol style="list-style-type: none"> All work must cease, and where practicable machinery within 20 m of the discovery shut down; The Consent Holder must notify the Heritage New Zealand Regional Archaeologist; If the site appears to be of Māori origin, the Consent Holder must also notify the tangata whenua entities listed in d. of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken (as long as all statutory requirements under the Heritage New Zealand Pouhere Taonga Act 2014 and the Protected Objects Act 1975 have been met); The tangata whenua entities referred to in c. are:
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	<ul style="list-style-type: none"> i. Ngāti Hako ii. Ngāti Maru iii. <u>Ngāti Porou ki Hauraki</u> iv. Ngāti Pū v. Ngāti Tamaterā vi. Ngāti Tara Tokanui / Ngāti Koi vii. Ngaati Whanaunga viii. Any other group invited by the iwi listed above. <ul style="list-style-type: none"> e. If human remains (koiwi tangata) are discovered, the Consent Holder must also advise the New Zealand Police; and f. Works affecting the discovery must not recommence until Heritage New Zealand provides written approval or an archaeological authority has been obtained. Such authorisations must be provided to the Councils. <p>2. Except insofar as it relates to koiwi, this condition only applies to those areas not subject to an archaeological authority obtained under the Fast-track Approvals Act 2024 or Heritage New Zealand Pouhere Taonga Act 2014.</p> <p><i>Advice Note: The Heritage New Zealand Pouhere Taonga Act 2014 provides for the recording, protection, and preservation of archaeological sites whether registered or not. As such, any land use activity likely to damage, modify or destroy any pre-1900 archaeological site (whether recorded or unrecorded) will require an archaeological authority from Heritage New Zealand for the work to lawfully proceed. This applies to all sites, regardless of whether a building or resource consent has been granted or not.</i></p>
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THE BIODIVERSITY PROJECT

C30	<p><u>No later than 36 months after the Consent Holder commences construction of the Dual Tunnel within Area 1</u> the Consent Holder must establish and implement a Biodiversity Enhancement and Predator Control Programme (the “Biodiversity Project”) <u>no later than 36 months after the Consent Holder commences construction of the Dual Tunnel within Area 1</u> within the approximately 18,870 hectares of public conservation land (the “Biodiversity Project Area”) shown in the Figure BP1 annexed in Attachment 1 to this consent.</p> <p><i>Advice Notes: The land shown in Figure BP1 specifies the overall project area, or “envelope”, within which Biodiversity Project activities will be undertaken. It is not the intention that particular biodiversity enhancement and predator control activities will be applied uniformly across the entire area.</i></p> <p><i>Advice Note: The Consent Holder has offered conditions relating to the Biodiversity Project and agrees to be bound to them pursuant to the Augier principle.</i></p>
C31	<p>The objectives of the Biodiversity Project are:</p> <ul style="list-style-type: none"> a. to provide long term (inter-generational) ecological benefits to the wider CFP area, over and above the management of mining effects; and

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	b. to assist tangata whenua in their exercise of kaitiakitanga.
	Biodiversity Project Fund
C32	Prior to commencing construction of the Dual Tunnel within Area 1 the Consent Holder must make available sufficient funds to finance the design of the Biodiversity Project and the activities of the Biodiversity Project Group required by Condition C36.
C33	<ol style="list-style-type: none"> 1. Prior to the commencement of stoping within Area 1 the Consent Holder must establish a fund <u>account</u> to implement the Biodiversity Project as follows: <ol style="list-style-type: none"> a. Initial payment of \$2,400,000; and thereafter; b. Payments of \$600,000 annually, paid by 31 March each year. 2. The Consent Holder must continue the funding set out within b. above for a period that is the later of ten years from the date of the initial payment referred to in a. or the completion of stoping. 3. The rates in a. and b. <u>must with</u> be adjusted <u>at</u> the start of each calendar year by the annual Consumer Price Index (CPI) published by Statistics New Zealand and made publicly available on the Consent Holder's website. <u>The adjusted rates must thereafter be used to implement Condition 1 above.</u>
C34	<p>The monies paid into the fund account in accordance with Condition C33 must be allocated to the extent necessary to finance:</p> <ol style="list-style-type: none"> a. The ongoing operation of the Biodiversity Project Group in accordance with Conditions C36 to C38; b. The implementation of the Biodiversity Project Plan in accordance with Conditions C39 to C40; and c. The ongoing review and updating of the Biodiversity Project Plan.

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	Biodiversity Project Group
C35	<p>Prior to commencing construction of the Dual Tunnel within Area 1 the Consent Holder must invite the following entities to participate in a Biodiversity Project Group:</p> <ul style="list-style-type: none"> a. Ngāti Hako b. Ngāti Maru c. <u>Ngāti Porou ki Hauraki</u> d. Ngāti Pū e. Ngāti Tamaterā f. Ngāti Tara Tokanui / Ngāti Koi g. Ngaati Whanaunga h. Department of Conservation
C36	<p>The purpose of the Biodiversity Project Group is to:</p> <ul style="list-style-type: none"> a. Oversee the design, governance, implementation, monitoring and review of the Biodiversity Project; b. Ensure that the objectives (Condition C31) of the Biodiversity Project are met; and c. In partnership with the Consent Holder, allocate the funding specified in Condition C33 in accordance with Condition C34.
C37	<p>Subject to any or all of the <u>entities groups</u> listed in Condition C35 agreeing to participate, the Biodiversity Project Group must comprise:</p> <ul style="list-style-type: none"> a. An independent chair; b. Representatives of the Consent Holder; c. At least one suitably qualified and experienced <u>biodiversity</u> restoration ecologist appointed by the Consent Holder; and d. Representatives of each of the <u>entities groups</u> listed in Condition C35 who agree to participate.
C38	<p>Subject to any or all of the <u>entities groups</u> listed in Condition C35 agreeing to participate, the Biodiversity Project Group must be convened for the first time within 6 months <u>following of</u> the Consent Holder commencing construction of the Dual Tunnel within Area 1. Thereafter, the frequency at which the Group meets shall be determined by the Project Group itself <u>in order to fulfil its purpose under Condition C36.</u></p>
	The Biodiversity Project Plan
C39	<p>1. The Consent Holder must prepare a Biodiversity Project Plan no later than 36 months after the Consent Holder commences construction of the Dual Tunnel within Area 1. A copy of the Biodiversity Project Plan must be provided to the <u>Hauraki District Council and Waikato Regional Council Councils.</u></p>

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	<p>2. Provided any or all of the <u>entities groups</u> listed in Condition C35 agree to participate, the Biodiversity Project Plan must be prepared in partnership with the Biodiversity Project Group.</p> <p>3. The Biodiversity Project Plan must specify:</p> <ol style="list-style-type: none"> The delivery mechanism for the Biodiversity Project (e.g. charitable company or trust, NZ National Parks and Conservation Foundation or other appropriate entity); The specific management and enhancement objectives for the Biodiversity Project; The detailed programme of activity for the first 5 years following <u>the Consent Holder commencing construction of the Dual Tunnel within Area 1 the commencement of activities authorised by this consent</u>; Any land access arrangements with the Department of Conservation which are required to implement the <u>Biodiversity</u> Project Plan; Measurable and time bound performance indicators which demonstrate how the management and enhancement objectives identified in (b) are achieved; Methods of outcome monitoring for pest and native <u>animal and plant</u> species to determine programme effectiveness; and The reporting and review process for the <u>Biodiversity Project Plan programme</u>. <p>4. A copy of the Biodiversity Project Plan, and any subsequent updated plans, must be provided to the <u>Hauraki District Council and Waikato Regional Council Councils</u> for their records.</p>
C40	The Consent Holder must implement the Biodiversity Project Plan and, provided that it has been established, do so in partnership with the Biodiversity Project Group.
C41	<p>1. The Biodiversity Project Plan may be reviewed and updated by the Consent Holder at any time, after consultation with the Biodiversity Project Group. The Consent Holder must provide <u>the Hauraki District Council and Waikato Regional Council Councils</u> with the most current version of the Biodiversity Project Plan within four weeks of any update being completed <u>for their records</u>.</p> <p>2. Any such review must adopt the matters addressed in Condition C42c.</p>
	Reporting
C42	<p>The Consent Holder must provide an annual report to the <u>Hauraki District Council and Waikato Regional Council Councils for their records</u>, by 30 June each year which <u>includes summarises</u>:</p> <ol style="list-style-type: none"> The activities undertaken by the Biodiversity Project Group; Progress on the development and/or implementation of the Biodiversity Project Plan <u>(as appropriate)</u>. Where aspects of the Biodiversity Project Plan have not been implemented within the timeframes set out in the Biodiversity Project Plan, the Report must include the reasons why, and the measures that have been taken by the Consent Holder in partnership with the Biodiversity Project Group, or are intended to be taken by the Consent Holder in partnership with the Biodiversity Project Group, <u>to expedite the implementation of the Biodiversity Project Plan address timing issues as quickly as is practicable</u>;

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	<p>c. An assessment of the effectiveness of the Biodiversity Project Plan in achieving its objectives and performance indicators. Where the report identifies the that the performance indicators have not been achieved or maintained the Report must include:</p> <ul style="list-style-type: none"> i. The reasons why the performance indicators have not yet been achieved; ii. Details of any specific measures that have already been implemented, or are intended to be implemented, to achieve the performance indicators; and iii. Any amendments to the Biodiversity Project Plan which would assist the Consent Holder and Biodiversity Project Group to meet the objectives of the Biodiversity Project Plan and a description of how these amendments have been provided for as part of the Biodiversity Project going forward.
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DEWATERING AND SETTLEMENT

	Dewatering and Settlement Monitoring Plan
C43	<p>1. The Consent Holder must submit a Dewatering and Settlement Monitoring Plan for each of <u>Area 1</u>, Area 2, Area 3 and Area 5 for certification under Condition C5.</p> <p>2. Certification is required to verify that the Dewatering and Settlement Monitoring Plan:</p> <ul style="list-style-type: none"> a. Includes actions, methods, monitoring programmes and trigger levels as appropriate to meet the objectives in Condition C44; and b. Satisfies the requirements in Condition C45. <p><i>Advice Note: Dewatering and Settlement Monitoring Plans may be submitted for each Area separately or multiple Areas combined. Dewatering and Settlement Monitoring Plans must be certified by Hauraki District Council and Waikato Regional Council.</i></p>
C44	<p>1. The purpose of the Dewatering and Settlement Monitoring Plan is to:</p> <ul style="list-style-type: none"> a. Ensure that tunnelling and mining activities do not cause surface instability or differential settlement that could damage infrastructure or buildings on land not owned by the Consent Holder; and b. Prevent dewatering from adversely affecting any existing authorised groundwater abstraction. <p>2. The objectives of the Dewatering and Settlement Monitoring Plan are to:</p> <ul style="list-style-type: none"> a. Outline the monitoring systems in place for dewatering, groundwater and settlement and the requirements for these systems in accordance with the relevant consent conditions; b. Identify trigger limits that will indicate when contingency mitigation and/or monitoring may be necessary; and c. Identify what contingency mitigation and/or monitoring would be undertaken in the event that the trigger levels are exceeded, in order to ensure that adverse environmental effects are avoided, remedied or mitigated.

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C45	<p>The Dewatering and Settlement Monitoring Plan must include, as a minimum for each Area <u>listed in Condition C43.1</u>:</p> <ol style="list-style-type: none"> Details of a programme to monitor and assess the effects of <u>mining and dewatering the</u> activities on land settlement and the groundwater hydraulic regime; Details of settlement monitoring markers (<u>including specific markers for Area 1</u>) and piezometers to be established for the Area in accordance with the EGL Ground Settlement Report <u>and</u> submitted with the application documents (reference WAI-985-000-REP-LC-0050, application doc B.13); Detail the requirement to monitor ground settlement at a minimum of six monthly intervals; <u>ca. For Area 1, detail the requirement to monitor ground settlement at least 6 months before the commencement of mining and at least annually thereafter, and</u> A Trigger - Action Response Plan (TARP) for the Area, which sets out trigger levels and management responses to be used if groundwater or surface settlement trigger levels are exceeded.
	<i>Reporting</i>
C46	<ol style="list-style-type: none"> In the event that monitoring undertaken in accordance with the Dewatering and Settlement Monitoring Plan shows that: <ol style="list-style-type: none"> A tilt greater than 1 in 1,000 occurs between any two network monitoring locations and that tilt <u>adversely</u> affects infrastructure or buildings on land not owned by the Consent Holder; or There is a significant variance from the predicted settlement rates in that Plan; or Dewatering results in adverse impacts on aquifer systems such that existing authorised groundwater supplies used for domestic, stock or other purposes are adversely <u>affected impacted</u>. <u>Dewatering results in a significant variance from the predicted loss in stream flow in that Plan.</u> <p><u>then</u> within 20 days of receiving the results of the monitoring, the Consent Holder must provide a written report to the Councils that includes:</p> <ol style="list-style-type: none"> An explanation of the cause of the tilting or adverse effect on groundwater abstraction point(s) <u>or surface water flows</u>; Proposed contingency measures to remedy or mitigate the adverse effect, including the timing for implementation of those measures; and The steps the Consent Holder proposes to take in order to prevent any further occurrence of the situation. <u>Evidence that the results of the monitoring have been provided to the owners of any infrastructure or buildings adversely affected.</u> The Consent Holder must implement any contingency measures identified in the <u>written</u> report within the stated time limit.

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ECOLOGY AND LANDSCAPE MANAGEMENT PLANS

	WUG Ecology and Landscape Management Plan (ELMP-WUG) Waihi Area Ecology and Landscape Management Plan (ELMP-WA)
C47	The Consent Holder must implement the Ecology and Landscape Management Plans ("ELMPs") referred to in Condition C4 C5 , subject to any amendments that may be made under Conditions C8-C8D.
C47A	<p>1. The objective of the approved certified ELMP-WUG is to identify how the potential adverse effects of the Waihi North Project on the ecological, landscape and biodiversity values within the WUG Area and its surrounds will be appropriately managed.</p> <p>2. To achieve this objective, the ELMP-WUG must include:</p> <ol style="list-style-type: none"> Details of the location, extent, and type of mitigation works, including lead-in times, implementation timeframes, and duration of maintenance; Monitoring, reporting, and review procedures, including triggers for remedial action if performance standards are not met; and Detailed contents and performance indicators in relation to the following: <ol style="list-style-type: none"> Integrated Landscape and Ecological Response Plan – which provides an overview of the planting required to manage ecological and landscape effects of the Waihi North Project; Terrestrial Ecological Management Plan – which seeks to provides an approach for managing and monitoring fauna values associated with site clearance as part of mining activities; Vegetation Remediation Plan – which seeks to guides impacts management for vegetation clearance above ground within the Coromandel Forrest Park; Management of Plant Pathogens and Invasive Species – which seeks to outlines the methods and protocols to be implemented to minimise risk of plant pathogens and weeds; Aquatic Fauna Salvage and Relocation Plan – which details the process for native aquatic fauna (fish, kōura and mussel) salvages and relocation methods as required across several watercourses within the Site; and Coromandel Forest Park Kauri Dieback Management Plan – which seeks to provide practical guidance on reducing the risk of <i>Phytophthora agathidicida</i> spread as a result of works associated with the Project; and Landscape and Visual Mitigation Plan – which seeks to guide management of anticipated landscape and visual amenity outcomes.

Commented [A6]: For consistency with Panel's approach elsewhere

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C47B	<ol style="list-style-type: none"> 1. The objective of the <u>approved certified</u> ELMP-WA is to identify how the potential adverse effects of the Waihi North Project on the ecological, landscape and biodiversity values within the Waihi Area and its surrounds will be appropriately managed. 2. To achieve this objective, the ELMP-WA must include: <ol style="list-style-type: none"> a. <u>Details of the location, extent, and type of mitigation works, including lead-in times, implementation timeframes, and duration of maintenance;</u> b. <u>Monitoring, reporting, and review procedures, including triggers for remedial action if performance standards are not met; and</u> c. <u>Detailed contents and</u> performance indicators in relation to the following: <ol style="list-style-type: none"> i. Integrated Landscape and Ecological Response Plan – which provides an overview of the planting required to manage ecological and landscape effects of the Waihi North Project; ii. Residual Effects Offset Plan – which <u>seeks to</u> <u>determines</u> the quantum of conservation actions required to offset the effects on terrestrial ecology values within <u>Areas 2, 3, 5, 6 and 7</u> <u>the three Waihi components</u> of the Waihi North Project, in order to demonstrate an overall Net positive outcome for ecological values; iii. Planting Plan – which <u>seeks to identify</u> <u>identifies</u> the areas where enhancement, offsetting or buffer planting is required on site to address residual effects <u>on to</u> flora and fauna; iv. Management of Plant Pathogens and Weeds – which <u>seeks to</u> <u>outlines</u> the methods and protocols to be implemented to minimise risk of plant pathogens and weeds; v. Pest Animal Management Plan – which <u>seeks to</u> <u>outlines</u> the methods to be implemented to control pest animals throughout mitigation areas vi. Lizard Management Plan – which <u>seeks to</u> <u>outlines</u> the ways in which to capture and relocated any indigenous lizards prior to and during vegetation removal activities; vii. Avifauna Management Plan – which <u>seeks to</u> <u>outlines</u> the methods that will be used to minimise the effects of the vegetation clearance and land disturbance activities on avifauna; viii. Bat Management Plan – which <u>seeks to</u> <u>outlines</u> how the Waihi North Project will address potential adverse effects on native bats within the Waihi North Project area, with emphasis on areas where vegetation clearance is proposed; ix. Aquatic Fauna Salvage and Relocation Plan - which details the processes <u>for</u> native aquatic fauna (fish, kōura and mussel) salvages and relocation methods <u>as required</u> across several watercourses within the Site;
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	<ul style="list-style-type: none"> x. Stream Diversion and Development Plan – which seeks to identify identifies how stream ecological functions will be maintained or improved following the diversion of two streams; xi. Stream Enhancement Riparian Planting Plan – which details restoration riparian planting that will occur along stream edges; and xii. Landscape and Visual Mitigation Plan – which seeks to guides management of visible change in the landscape, including visual amenity.
C48	<p>1. Any amended version of an ELMP must as a minimum:</p> <ul style="list-style-type: none"> a. Remain consistent with the objectives of the ELMP as set out in Conditions C47A and C47B; b. Where the activities are to occur on land that is not owned by the Consent Holder, include details of the access rights necessary to carry out all ecology and landscape management and mitigation measures; c. Include maps or visual tools at a scale which clearly identify the location and extent of any proposed management and mitigation measures, including identification of the specific Areas within which these measures will occur; d. Include details of monitoring and reporting to the Hauraki District Council and Waikato Regional Council Consent Authority prior to, during and post-construction and operation to determine if the ELMP objectives and the performance measures are being met; and e. Include details of the roles and responsibilities of key staff responsible for implementing the ELMP and procedures for training of contractors and other Project staff regarding the ELMP.
	<i>Reporting</i>
C49	<p>1. By 30 June each year the Consent Holder must engage a suitably qualified and experienced ecologist and a suitably qualified and experienced landscape architect to prepare an annual Waihi North Ecological and Landscape Monitoring Report that covers activities addressed in the WUG and Waihi Area ELMPs for the previous year.</p> <p>2. The Waihi North Ecological and Landscape Monitoring Report must include:</p> <ul style="list-style-type: none"> a. A description of the works and other actions completed by the Consent Holder in the previous twelve months; b. Where aspects of an ELMP have not been implemented in accordance with expected timeframes, the reasons why, and the measures that have been taken by the Consent Holder to address the shortcoming; c. An assessment of the effectiveness of the ELMPs in achieving their objectives and performance indicators. Where the Report identifies that the performance indicators have not been achieved or maintained the Report must include: <ul style="list-style-type: none"> i. The reasons why the performance indicators have not yet been achieved;

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	<ul style="list-style-type: none"> ii. Specific measures that have already been implemented, or are required to be implemented to address the failure to achieve performance indicators; and d. Details of any amendments needed to an ELMP or any other related management plan.
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PEER REVIEW PANEL

C50	The Consent Holder must engage, at its <u>sole</u> cost, a peer review panel ("the Panel"). The members of the Panel must be fully independent of the planning, design, and construction of the Waihi North Project and all its associated facilities.
C51	<p>The purpose of the Panel is to provide independent advice to the Consent Holder, as to whether or not the conditions of this consent relating to the design, construction, operation, maintenance, rehabilitation and closure of the facilities authorised by this consent are being satisfied and that such work is being undertaken by appropriately qualified personnel in accordance with industry best practice.</p> <p><i>Advice Note: The Consent Holder recognises that any reports <u>or</u> advice received by the <u>Hauraki District Council or Waikato Regional Council Councils</u> from the Peer Review Panel do not constitute acceptance by <u>Hauraki District Council or Waikato Regional Council Councils</u> that the requirements of any conditions of consent have been satisfied unless written confirmation is provided by <u>the Hauraki District Council or Waikato Regional Council Council(s)</u>.</i></p>
C52	<ol style="list-style-type: none"> 1. The Panel must include technical specialists who between them have demonstrated expertise in the following fields: <ol style="list-style-type: none"> a. Geotechnical engineering, with recognised experience in: <ol style="list-style-type: none"> i. Underground mine construction and mining techniques; ii. Open pit construction and rock mechanics; iii. Design and construction of rock storage facilities; and iv. Design and construction of tailings storage facilities. b. Geochemistry, with recognised experience in the management of AMD; c. Hydrogeology; d. Rehabilitation, with recognised experience in mine revegetation, rehabilitation, and closure; e. Ecology; and f. Tikanga Māori. 2. The Consent Holder must invite the Iwi Advisory Group established in accordance with the requirements of Condition C9 to nominate representative(s) to provide the <u>Tikanga Māori</u> expertise identified in <u>fe</u>. 3. There may be any number of individuals on the Panel, provided the necessary areas of expertise are covered.

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	Advice Note: AMD includes acidic drainage from materials classified as PAF and drainage from materials classified as waste with potential for trace element leaching as defined in the Waste (rock) Classification protocols required as part of the Willows Rock Stack Monitoring and Management Plan, the GOPTSF Monitoring and Management Plan, the Area 5 Rock Storage Monitoring and Management Plan, the Northern Rock Stack Monitoring and Management Plan and the TSF3 Monitoring and Management Plan certified under Condition C5.
C53	
C54	The function of each member of the Panel identified in Condition C52, is to act as a Peer Reviewer only in their individual area of expertise.
C55	The Panel may co-opt other specialist members to assist in any of its functions for specified tasks and periods.
C56	The Consent Holder must provide the Panel with all relevant information the Panel requests, including records, plans and designs, and must afford the Panel reasonable access to the site as is necessary and consistent with health and safety procedures.
C57	The Panel, or individual members of the Panel, may be the same as that which undertakes peer review as required by any other consents held by the Consent Holder authorising mining-related activities at Waihi.
C58	<ol style="list-style-type: none"> 1. The Consent Holder must provide the Hauraki District Council, and Waikato Regional Council and the Iwi Advisory Group (for their information) with copies of all reports prepared by the Panel immediately after they have been provided to the Consent Holder. 2. This condition does not apply to draft reports.

PUBLICLY AVAILABLE MANAGEMENT PLANS AND MONITORING REPORTS

C59	<p>All management plans, monitoring reports and other compliance monitoring reporting required by this consent must be posted on the Consent Holder's website as follows:</p> <p>Management plans referred to in Condition C4 must be posted within 3 months of the date of commencement of this consent;</p> <ol style="list-style-type: none"> a. Management plans referred to in Condition C5 must be posted as soon as they have been certified by the Hauraki District Council and Waikato Regional Council as relevant Councils; b. Compliance monitoring reports must be posted immediately after they have been accepted by the Hauraki District Council and Waikato Regional Council as relevant Councils; and c. Only the current versions of the management plans and monitoring reports are required to be displayed on the Consent Holder's website.
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REHABILITATION AND CLOSURE

	Rehabilitation and Closure Plan
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C60	<ol style="list-style-type: none"> 1. No later than 30 days prior to the first exercise of this consent, the Consent Holder must submit a Rehabilitation and Closure Plan for certification under Condition C5. 2. Certification is required to verify that the Rehabilitation and Closure Plan: <ol style="list-style-type: none"> a. Includes actions, methods, and monitoring programmes as appropriate to meet the objective in Condition C61; b. Satisfies the requirements in Condition C62; and c. Is consistent with the identified outcomes contained in the ELMPs.
C61	<p>The objective of the Rehabilitation and Closure Plan is to ensure rehabilitation and closure of the Mine Site is undertaken in a manner which achieves the outcomes required by Conditions C64 to C69 such that in the long term:</p> <ol style="list-style-type: none"> a. The Mine Site, and any structures on it (that are retained), will remain stable, self- sustaining, and in a rehabilitated state; b. Any water discharging from the Mine Site, in combination with any other discharges from the Consent Holder's operations, will be of a quality such that it will not adversely affect aquatic life, or other users of the water resource; c. The Mine Site landscape is shall be shaped and planted in accordance with the Proposed Closure Concept Plans contained in Attachment 2 of the conditions (namely Attachment Fig. A Proposed Closure - WUG Surface Facilities Area and Fig. B Proposed Closure - GOP, NRS and TSF3 or their subsequent certified amendments); and d. The Proposed Closure Concept Plans shall include the integration of works undertaken through the ELMPs and meet the requirements of the anticipated landscape outcomes contained in the ELMPs (except for temporary mitigation works).
C62	<p>The Rehabilitation and Closure Plan must be in two parts:</p> <ol style="list-style-type: none"> a. Part A: must describe the programme of rehabilitation (including re-vegetation and backfilling) that is proposed for the Area(s) for the following twelve months, should closure not be proposed during that period and report on any such works undertaken during the previous year; b. Part B must: <ol style="list-style-type: none"> i. Describe the programme of rehabilitation and closure should closure be programmed to occur within the following 12 months; ii. Include an assessment of any residual risk that the Area(s) may pose to the environment and the neighbouring community should closure occur within the following 12 months; iii. Include a programme for monitoring of the Area(s) following closure, and list all maintenance works anticipated to be required at the closed Area(s) for the foreseeable future; and iv. Include a programme for monitoring of water discharges from the Mine Site-WNP and associated trigger levels to ensure best practicable options are being utilised to avoid adverse effects on aquatic life or and other users of the water resources; and v. Include an explanation and a process which demonstrates how the Rehabilitation and Closure Plan will integrate with Rehabilitation and Closure Plan(s) authorised to date,

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	inclusive of those which overlap physically, spatially and operationally with the Areas common to this application.
C63	The Rehabilitation and Closure Plan must be reviewed and updated annually.
C64	<p>The Consent Holder must rehabilitate all areas within Area 1 that have been subject to mining activities authorised by this consent by:</p> <ol style="list-style-type: none"> Removing all fencing and ventilation easé, drill site infrastructure, campsites, helipads and other mining infrastructure; Returning stockpiled materials collected from drill platforms sites prior to the commencement of surface drilling activities to their original sites, in accordance with the WUG Vegetation Remediation provisions included in the Ecology and Landscape Management Plan; Capping all ventilation shafts with a structural cap or stabilised backfill; Grouting drillholes and removing any contaminated soil; Undertaking weed control and weed surveys / surveillance for a period of two years at cleared sites in accordance with the WUG Vegetation Remediation provisions included in the WUG Ecology and Landscape Management Plan; Backfilling any underground void where geotechnical conditions require this to ensure long term stability avoid further surface settlement of the land above the mine upon mine closure; and Ensuring that once all mining and dewatering have been completed the necessary works are undertaken to ensure there are no adverse effects on: <ol style="list-style-type: none"> The natural flows of any surface water body identified as Natural State Water Body (in the Waikato Regional Plan) identified being those referenced as being potentially affected by stoping activities in the Wharekirauponga Hydrology Modelling report prepared by GHD Limited. This condition does not apply to except that associated with the re-emergence of the warm spring located at NZTM E1850258, N5868719; and The natural water levels of any natural inland wetland identified as being potentially affected by stoping activities in the Assessment of Groundwater Effects - Wharekirauponga Deposit report prepared by Williamson Water & Land Advisory.
C65	<p>The Consent Holder must rehabilitate all areas within Area 2 that have been subject to mining activities authorised as part of this consent by:</p> <ol style="list-style-type: none"> Removing mining infrastructure from Area 2, unless such infrastructure can be utilised for other lawful purposes or is otherwise consented; Removing the potentially acid forming material from the Willows Rock Stack; Undertaking validation sampling of the Willows Rock Stack footprint in accordance with the Waste Classification Management protocol Plan certified under Condition C5(t) to assess whether in-situ material is potentially acid forming; Applying sufficient lime to any area where potentially acid forming material is identified during validation sampling undertaken in accordance with (c) to achieve a Neutralisation Potential Ratio of 1.2 for the upper 0.6 metres of in-situ material prior to rehabilitation of the area;

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	<ul style="list-style-type: none"> e. Revegetating the Willows Rock Stack footprint, including respreading of stockpiled topsoil; f. Reinstating and rehabilitating the waterway impacted by the Willows Rock Stack, to include riparian planting in accordance with (g), and the installation of stock exclusion fencing around the waterway; g. Restoration and riparian planting in general accordance with Figure A – Proposed Closure – WUG Surface Facilities Area annexed as shown in in Attachment 2 to these conditions; h. Backfilling all tunnel entrances from the portal for a distance of 100 metres; i. Re contouring boxcuts as required to ensure their long term stability; and j. Returning Area 2 to a condition suitable for pastoral farming, with the exception of areas within Area 2 where restoration and enhancement planting has been established in accordance with this consent.
C66	<p>The Consent Holder must rehabilitate all areas within Area 3 that have been subject to mining activities authorised by this consent by:</p> <ul style="list-style-type: none"> a. Backfilling all tunnel entrances from each portal for a distance of 100 metres; and b. Re contouring any boxcuts as required to ensure their long term stability.
C67	<p>The Consent Holder must rehabilitate all areas within Area 5 that have been subject to mining activities authorised as part of this consent by:</p> <ul style="list-style-type: none"> a. Capping the tailings in Gladstone Open Pit Tailings Storage Facility with a non-acid forming layer of rockfill, suitable rooting medium, topsoil layer, and contouring and drainage as required, to ensure the establishment and maintenance of a surface which will avoid the contamination of surface runoff protect water quality and avoid soil erosion of the capping layer. b. Capping any exposed PAF material above the outlets described in c. c. Grading the final capped surface of the Gladstone Open Pit Tailings Storage Facility towards two outlets, one on the southern side near the Gladstone Wetland and one on the western side where the pit crest is lowest; d. Backfilling all tunnel entrances from the Gladstone Portal, the MUG Portal, and the WUG Portal for a distance of 100 metres; e. Re contouring any boxcuts as required to ensure their long term stability. f. Unless mining infrastructure can be utilised for other lawful purposes or is otherwise consented, removal of buildings and structures, in accordance with the Rehabilitation and Closure Plan required by Condition C60; g. Restoring and recontouring disturbed landforms to blend in with the surrounding landforms; and h. Restoration, riparian and wetland edge planting, and provision of recreational trails, in general accordance with Figure B – Proposed Closure – GOP, NRS and TSF3 annexed as shown in Attachment 2 to these conditions.
C68	<p>The Consent Holder must rehabilitate all areas within Area 6 that have been subject to mining activities authorised as part of this consent by:</p>

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	<p>a. Removing mining infrastructure from Area 6 when no longer required, unless infrastructure can be utilised for other lawful purposes or is otherwise consented;</p> <p>b. Recontouring, capping and hydroseeding the remaining rock in the Northern Rock Stack to reflect the surrounding rounded landforms;</p> <p>c. Capping any exposed PAF material, including provision of a low permeability non-acid forming layer to limit water and oxygen ingress, suitable rooting medium, topsoil layer, and contouring and drainage as required, to ensure the establishment and maintenance of a surface which will protect water quality and avoid soil erosion <u>avoid the contamination of surface runoff and erosion of the capping layer</u>; and</p> <p>d. Restoration, riparian and wetland edge planting, and provision of recreational trails, in general accordance with Figure B – Proposed Closure – GOP, NRS and TSF3 annexed as <u>shown in Attachment 2</u> to these conditions.</p>
C69	<p>The Consent Holder must rehabilitate all areas within Area 7 that have been subject to mining activities authorised as part of this consent by:</p> <p>a. Progressive rehabilitation of the Tailings Storage Facility 3 embankment surface, where doing so is compatible with mining operations, and where areas of a practical working size become available, including the provision of a low permeability non-acid forming layer to limit water and oxygen ingress, suitable rooting medium, contouring and drainage as required, to ensure the establishment and maintenance of a surface which will <u>avoid the contamination of surface runoff protect water quality</u> and <u>avoid soil erosion of the embankment surface</u>;</p> <p>b. Capping the perimeter of Tailings Storage Facility 3 with a non-acid forming layer of rockfill, suitable rooting medium, topsoil layer, and contouring and drainage as required, to ensure the establishment and maintenance of a surface which will <u>avoid the contamination of surface runoff protect water quality</u> and <u>avoid soil erosion of the perimeter surface</u>;</p> <p>c. Unless otherwise agreed in writing by the Councils, <u>establishing</u> pastoral grass shall be established on each lift either, progressively as works are undertaken, or at the end of the earthworks season.</p> <p><i>Advice Note: The purpose of the establishment of grass on the TSF3 embankment as soon as possible it to reduce the visual effects of the earthworks and stabilise the soils.;</i></p> <p>d. <u>Subject to WRC Condition SC7.H.17B</u>, conversion of the surface of Tailings Storage Facility 3 to a wetland with a spillway into the Ruahorehore Stream in accordance with the TSF3 Wetland and Restoration <u>Plan in accordance with Condition C5</u>;</p> <p>e. Conversion of Collection Ponds (S6) and (S7) to wetlands; and</p> <p>f. Restoration, riparian and wetland edge planting, and provision of recreational trails, in general accordance with Figure B – Proposed Closure – GOP, NRS and TSF3 annexed as <u>shown in Attachment 2</u> to these conditions.</p>

BOND AND TRUST FUND

	<p><u>Advice Note:</u></p> <p>1. The bond requirements set out in the conditions below are joint between the Hauraki District Council and the Waikato Regional Council ("the Councils").</p>
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	2. Advice note: The bond referred to in this condition does not apply to surface activities in Area 1 as a bond for those activities is provided for in the Wharekirauponga Access Arrangement (Ref #) [add WKP AA Reference number]
	<i>Rehabilitation Bond</i>
C70	<p>Prior to the first exercise of this consent, the Consent Holder must provide and maintain in favour of the Councils a rehabilitation bond to:</p> <ol style="list-style-type: none"> Secure compliance with all the conditions of this consent except in so far as they relate to surface activities in Area 1 and to enable any adverse effects on the environment resulting from the Consent Holder's activities and not authorised by a resource consent to be avoided, remedied or mitigated; Other than for surface activities in Area 1, secure the completion of rehabilitation and closure in accordance with the certified Rehabilitation and Closure Plan; Ensure the performance of any monitoring obligations of the Consent Holder under this consent, except in so far as they relate to ecological monitoring in Area 1; Enable the Councils to undertake monitoring and management of the Mine Site excluding Area 1 until completion of closure of the site; and Enable the Councils, in the event of the bond being called upon, to purchase Industrial and Special Risk Insurance and Public Liability Insurance in the sums of not less than of \$17 million and \$7 million (both in 2025 dollars), respectively. and public liability insurance to the sum of \$7 million (2025 dollars). <p><i>Advice Note: The rehabilitation bond sum required under these conditions may be added to any rehabilitation bond sums required under other rehabilitation bond conditions for the Consent Holder's other mines in Waihi such that a single rehabilitation bond instrument in favour of the Councils may be in place at any one time, covering all of the Consent Holder's rehabilitation bond obligations to the Councils in connection with the Consent Holder's mining activities at Waihi.</i></p>
C71	The rehabilitation bond must be in a form approved by the Councils and must, subject to Conditions C70-C81, be on the terms and conditions required by the Councils.
C72	The rehabilitation bond must provide that the Consent Holder remains liable under the Resource Management Act 1991 for any breach of the conditions of consent which occurs prior to the completion of closure.
C73	Section 109(1) of the Resource Management Act 1991 shall apply to the rehabilitation bond and the rehabilitation bond must be registered under the Land Transfer Act 2017 by the Consent Holder at its expense against the certificates of title of the properties annexed as Attachment 3 to these conditions owned by the Consent Holder or its subsidiaries, and as identified as 'Post Closure Proposed Trust Land' on the plans in Attachment 4 .
C74	Unless the rehabilitation bond is a cash bond, the performance of all of the conditions of the bond must be guaranteed by a guarantor acceptable to the Councils. The guarantor must bind itself to pay for the carrying out and completion of any condition in the event of any default of the Consent Holder, or any occurrence of any adverse environmental effect requiring remedy.

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C75	The amount of the rehabilitation bond shall be fixed annually by the Councils who must take into account any calculations and other matters submitted in the Rehabilitation and Closure Plan, or otherwise, by the Consent Holder which are relevant to the determination of the amount. The amount of the rehabilitation bond shall be advised in writing to the Consent Holder at least one month prior to the review date.
C76	<p>The amount of the rehabilitation bond to achieve the purposes set out in Condition C70 include:</p> <ol style="list-style-type: none"> The estimated costs (including any contingencies necessary) of rehabilitation and closure in accordance with the conditions of this consent, on completion of the mining activities proposed for the next year and described in the Rehabilitation and Closure Plan; Any further sum which the Councils consider necessary to allow for remedying any adverse effect on the environment that may arise from the exercise of this consent; The estimated costs of monitoring, in accordance with the monitoring conditions of this consent until completion of closure of the site; and Any further sum which the Councils consider necessary for monitoring any adverse effect on the environment that may arise from the exercise of this consent including monitoring anything which is done to avoid, remedy, or mitigate an adverse effect.
C77	<p>Should the Consent Holder not agree with the amount of the rehabilitation bond fixed by the Councils (<u>including in relation to the sums to be insured under the Industrial and Special Risk Insurance and Public Liability Insurance to be purchased</u>) then the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be commenced by written notice by the Consent Holder to each of the Councils advising that the amount of the rehabilitation bond is disputed, and such notice is to be given by the Consent Holder within two weeks of receipt of notification of the amount of the rehabilitation bond. If the parties cannot agree upon an arbitrator within a week of receiving the notice from the Consent Holder, then an arbitrator shall be appointed by the President of the Institute of Professional Engineers of New Zealand. Such arbitrator shall give an award in writing within 30 days after his or her appointment, unless the Consent Holder and the Councils agree that time shall be extended <u>and in all. The parties shall bear their own costs in connection with the arbitration. In all</u> other respects (<u>including as to costs and expenses of the arbitration</u>), the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration and subject to Condition C79, the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration determination.</p>
C78	<p>If, for any reason other than default of the Councils, the decision of the arbitrator is not made available by the 30th day referred to above, then the amount of the bond shall be the sum fixed by the Councils, until such time as the arbitrator does make their decision. At that stage the new amount shall apply. The Consent Holder must not exercise this consent if the variation of the existing bond or new bond is not provided in accordance with this condition.</p>
C79	<p>The rehabilitation bond may be varied, cancelled, or renewed at any time by agreement between the Consent Holder and the Councils provided that cancellation will not be agreed to unless a further or new rehabilitation bond acceptable to the Councils is available to replace immediately that which is to be cancelled (subject however to the condition below as to release of the rehabilitation bond on the completion of closure of the site to the Councils' satisfaction).</p>

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C80	The Councils shall release the rehabilitation bond on the completion of closure of the site. "Completion of closure of the site" means when the rehabilitation objective as defined in Condition C61 has been demonstrated by the Consent Holder, to the satisfaction of the Councils, to have been met.
C81	<u>Save as provided in C77 in relation to the costs and expenses of arbitration</u> , all costs relating to the rehabilitation bond must be paid by the Consent Holder.
	Trust
C82	<p>1. The Trust established for the Martha Mine Extended Project under expired Land Use Consent LUC 97/98-105 (the Martha Trust) will also be responsible for the post closure management of the Gladstone Open Pit/ Tailings Storage Facility, Northern Rock Stack, Borrow Areas, and Tailings Storage Facility 3 including the activities authorised under this consent. The Trust's purposes and powers shall be:</p> <ul style="list-style-type: none"> a. To take legal title after completion of the closure of the Mine site to the land marked as 'Post Closure Proposed Trust Land' on the plans in Attachment 4 to these conditions and the records of title listed in Attachment 3. The Trust shall have no power of sale of the land; b. To monitor and maintain these facilities in perpetuity and to be responsible for such monitoring and maintenance as to ensure that the Gladstone Open Pit/ Tailings Storage Facility, Northern Rock Stack, Tailings Storage Facility 3, remain in a stable, self-sustaining, rehabilitated state; c. To obtain any resource consents that may be required after completion of the closure of the Mine site and the expiration or surrender of this consent; d. Without limiting the above, to take out reasonable insurance cover against relevant and insurable risks; e. To reimburse the Councils for any costs incurred by them in monitoring or maintaining the Gladstone Open Pit/ Tailings Storage Facility, Northern Rock Stack, Tailings Storage Facility 3; and f. To invest any funds held to generate the necessary income to pay for the above purposes. <p>2. These purposes and powers shall be recorded in a Trust Deed approved by the Councils. The Trust Deed must provide:</p> <ul style="list-style-type: none"> g. That the Councils shall have the power to appoint two trustees each to the Trust; h. That the Councils shall jointly have the power, after consultation with Ngati Tamatera, to appoint one additional trustee representing Ngati Tamatera; and i. That Te Runanga a Iwi o Ngati Tamatera Incorporated shall have the power to appoint one advisory trustee to represent Ngati Tamatera. <p><i>Advice Note: The Council appointees specified in (g) and (h) may be representatives of the Iwi Advisory Group, subject to the agreement of that group.</i></p>

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C83	The Consent Holder will be responsible for all costs associated with the maintenance of the Trust. The solicitor appointed to act for the Trust must be independent of the solicitors acting for the Consent Holder and must be approved by the Councils.
C84	The Consent Holder must execute irrevocable transfer documents to enable the Trust to complete the transfer of the land detailed in Attachment 4 to these conditions, and these transfer documents are to be held in escrow subject to Condition C85 by the solicitor acting for the Trust.
C85	The Trust Deed must provide that upon the completion of closure of the Mine site in accordance with the Rehabilitation and Closure Plan required under Condition C60, the transfers of land will be completed by the trustees registering the transfers on the relevant records of title, and the trustees shall undertake their responsibilities with respect to the Gladstone Open Pit Tailings Storage Facility, Northern Rock Stack, Tailings Storage Facility 3. The Water Treatment Plant must be in good working condition at the time the transfer of it to the Trust is completed.
	<i>Capitalisation Bond</i>
C86	<p>Prior to the exercise of this consent, the Consent Holder must provide and maintain in favour of the Councils a capitalisation bond to secure the settlement on the Trust of the required capital sum to fund the Trust to carry out its obligations.</p> <p><i>Advice Note: The capitalisation bond sum required under these conditions may be added to any capitalisation bond sums required under other capitalisation bond conditions for the Consent Holder's other mines in Waihi such that a single capitalisation bond instrument in favour of the Councils may be in place at any one time, covering all of the Consent Holder's capitalisation bond obligations to the Councils in connection with the Consent Holder's mining activities at Waihi.</i></p>
C87	The capitalisation bond must be in a form approved by the Councils and, subject to these conditions, must be on the terms and conditions required by the Councils.
C88	Unless the capitalisation bond is a cash bond, the performance of all of the conditions of the capitalisation bond must be guaranteed by a guarantor acceptable to the Councils.
C89	<ol style="list-style-type: none"> 1. The amount of the capitalisation bond shall be fixed annually by the Councils and cover: <ol style="list-style-type: none"> a. The estimated costs of dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. This sum may include (without limitation) provision to deal with structural instability or failure, land and/or water contamination, and failure of rehabilitation. Such estimated costs shall include the costs of investigation, prevention, and remediation of any adverse effect; b. The estimated costs of monitoring for and of any adverse effect and of measures taken to avoid, remedy, or mitigate any adverse effect; c. Provision for contingencies; d. The estimated costs of long-term monitoring and maintenance of the area to be owned or managed by the Trust, following completion of closure of the site; and e. Provision for the reasonable remuneration of the trustees having regard to their duties and responsibilities as trustees;

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	<p>and be based on a residual risk assessment prepared by the Consent Holder and provided to the Councils. The residual risk assessment must be updated annually.</p> <p>2. The amount of the reviewed bond shall be advised in writing to the Consent Holder at least one month prior to the annual review date.</p> <p>3. The amount of the bond shall be reduced by the capital amounts settled on the Trust from time to time by the Consent Holder.</p>
C90	Should the Consent Holder not agree with the amount of the capitalisation bond fixed by the Councils then the matter shall be referred to arbitration in accordance with the procedures set out in Conditions C77 and C78 above. Subject to Condition C77, that sum shall be adjusted in accordance with the arbitration determination. The Consent Holder must not exercise this consent if the variation of the existing capitalisation bond or new capitalisation bond is not provided in accordance with this condition.
C91	The capitalisation bond may be varied, cancelled, or renewed at any time by agreement between the Consent Holder and the Councils.
C92	The capitalisation bond shall expire upon the settlement on the Trust by the Consent Holder of the required capital sum.
C93	<u>Save as provided in C77 and 90 in relation to the costs and expenses of arbitration.</u> all costs relating to the capitalisation bond must be paid by the Consent Holder.
C94	In addition to the insurance cover required for the Rehabilitation Bond in Condition C70(e), the Consent Holder must throughout the term of this consent be able to demonstrate to the satisfaction of the Councils that it holds sufficient funds, insurances or other financial instruments ("cover") to enable any adverse effect on the environment resulting from the Consent Holder's activities and not authorised by a resource consent to be promptly avoided, remedied or mitigated. The Consent Holder must provide evidence to the Council annually that sufficient cover is in place. This evidence must be provided to Council at the same time as the Annual Work Programme is submitted as required by Condition C23 of this consent. Should the Consent Holder and the Council not agree on the sufficiency of the level of cover, the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be commenced by written notice by the Council advising that the amount of the cover is disputed, such notice to be given by the Council within two weeks of notification of the amount of the cover. If the parties cannot agree upon an arbitrator within a week of receiving the notice from the Consent Holder, then an arbitrator shall be appointed by the President of the Institute of Professional Engineers in New Zealand. Such arbitrator shall give an award in writing within 30 days after his or her appointment, unless the Consent Holder and the Council agree that time shall be extended. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration, the existing cover shall continue in force. The sum of the cover shall be adjusted in accordance with the arbitration determination.
C95	The conditions relating to the capitalisation bond and the Trust form an integrated whole and are not severable.