

File Reference: RC130025B
Valuation Roll No. 1900019800

13 January 2023

Oceana Gold New Zealand Limited
c/- Mitchell Daysh Limited
PO Box 489
Dunedin 9054

By email: [REDACTED]

Dear Claire

APPLICATION FOR RESOURCE CONSENT RC130025B

The Buller District Council's decision on the abovementioned resource consent is enclosed.

If you are happy with the decision made by Council, the consent may be acted upon subject to any conditions included in the decision. Council staff will monitor the site to check that conditions have been complied with.

If not acted upon, the consent will lapse after five years from the date of the decision, unless otherwise specified in this decision or unless extended upon application to Council. Please refer to section 125 of the Resource Management Act 1991 (RMA) for further details.

If you do not agree with the whole or any part of the decision, you may appeal the whole or any part of the decision to the Environment Court. An appeal may be lodged with the Environment Court within 15 working days of the date of this notification being delivered to you in the normal course of post. The address of the Environment Court is PO Box 2069, Christchurch 8140. A copy of any appeal should also be sent to the Buller District Council, PO Box 21, Westport 7866.

Please refer to sections 120-121 of the RMA and also the Resource Management (Forms, Fees and Procedure) Regulations 2003 for further details on appealing resource consent decisions.

If you are in doubt about your rights to appeal, or require an extension of time, you should discuss this with your solicitor/agent.

If you have any further queries please do not hesitate to contact me.

Yours faithfully



Carissa du Plessis
TEAM LEADER - PLANNING

RESOURCE CONSENT DECISION - RC130025B (S.127 Variation)

Pursuant to Sections 104, 104B, 108, and 127 of the Resource Management Act 1991, Buller District Council **GRANTS** the application OceanaGold (New Zealand) Limited to change the conditions of RC130025. **The amended conditions of RC130025B are detailed below** (showing deletions in strike through and additions underlined).

The Approved Activity:

To amend the Conditions of RC130025 to provide for a revised waste rock stack design and water management and treatment facilities at the Snowy River Mine site.

Location:

Address: Snowy River Road, Ikamatua
Legal Description: Sections 9-10 Blk XVI Mawheraiti SD
Record of Title: NL10A/347

Additional Approved Plans:

1. The site plan prepared by Pattle Delamore Partners Ltd titled: '*Fig 1: WRS Consented & New Design footprint*', dated Mar 2022.
2. The set of preliminary design plans prepared by Pattle Delamore Partners Ltd, dated April 2022 titled:
 - '*Overall Layout Plan*', Rev C
 - '*WRS Base Layer Plan*', Rev B
 - '*WRS Base of Liner Layout Plan*, Rev A
 - '*Cell Base and Starter Bund Plan Stage 1*', Rev C
 - '*Cell Base and Starter Bund Sections Stage 1*', Rev C
 - '*Cell Earthworks Plan Stage 1*', Rev C
 - '*Cell Cross Sections Stage 1*', Rev C
 - '*Cell Earthworks Plans Stage 2*', Rev B
 - '*Cell Cross Sections Stage 2*', Rev B
 - '*Waste Rock Stack Layout Plan*', Rev C

Please note that the plans which are approved are stamped 'Approved Plan' and attached to this consent.

CONDITION(S):

Pursuant to Section 108 of the Resource Management Act 1991 the application to change the conditions of RC130025 is granted subject to the following amendments. The conditions of RC130025B are reproduced in full below, showing deletions in strike through and additions underlined

General

1. All activities authorised by these consents shall be undertaken in accordance with the information contained in the Application, Assessment of Environmental Effects (OceanaGold (New Zealand) Limited, Blackwater Gold Project, February 2013) ("the Assessment of Environmental Effects"), and all supporting technical documents and plans, as provided to the Consent Authority, ~~and~~ the variation received 26 July 2019, and the information contained within the Application and Assessment of Environmental Effects dated 17 June 2022, and all supporting technical documents and plans. Where there are inconsistencies between these documents, the information contained in the Application and Assessment of Environmental Effects dated 17 June 2022 and these

Conditions shall prevail.

~~except where inconsistent with these conditions, in which case the terms and conditions of this consent shall prevail.~~

Fees

2. The Consent Holder shall pay to the Consent Authority such administration, supervision and monitoring fees as are fixed from time to time by the Consent Authority in accordance with Section 36 of the Act. The Consent Holder shall meet the reasonable costs of compliance with all requirements and conditions of these consents.

Complaints and Non-compliance

3. The Consent Holder upon receipt of any complaint shall promptly investigate the complaint, take action to remedy or mitigate the cause of the complaint and inform the Consent Authority as soon as practicable of the details of the complaint and the action taken.
4. The Consent Holder shall maintain and keep a complaints' register for all aspects of operations in relation to these consents. The register shall detail the date, time and type of complaint, cause of the complaint, and the action taken by the Consent Holder in response to the complaint. The register shall be available to the Consent Authority at all reasonable times. Complaints, which may infer non-compliance with the conditions of these consents, shall be referred to the Consent Authority as soon as practicable.
5. Unless otherwise stated within these consents, in the event of any breach of compliance with the conditions of these consents the Consent Holder shall notify the Consent Authority within 48 hours of the breach being detected. Within 5 days of any breach the Consent Holder shall provide written notification to the Consent Authority which explains the cause of the breach, and if the cause was within the control of the Consent Holder, steps which were taken to remedy the breach and steps which will be taken to prevent any further occurrence of the breach.
6. The Consent Holder shall remain liable under the Act for any breach of conditions of these consents which occur before the expiry of the consent and for any adverse effects on the environment which become apparent during or after the expiry of these consents.

Notification of Exercise of Consent

7. The Consent Holder shall notify the Consent Authority in writing of the intention to exercise this consent at least four weeks prior to, but not more than six months prior to, the commencement of any activities authorised by this consent.
8. Notwithstanding Condition 7, the Consent Holder shall notify the Consent Authority in writing as soon as practicable of the date that activities first commence under this consent.

9. The Consent Holder shall notify the Consent Authority in writing of the intention to cease the exercise of this consent at least 6 months prior to the activities under this consent ceasing.
10. The Consent Holder shall notify the Consent Authority in writing as soon as practicable after activities under this consent cease.

Lapsing of Consents

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

Bonds

12. The Consent Holder shall provide and maintain in favour of the West Coast Regional Council and the Buller District Council (jointly for their respective interests) ("the Councils") a bond or bonds to secure the compliance by the consent holder with all of the conditions of consents:
 - a. RC13042-01 to RC13042-15, inclusive, granted by the West Coast Regional Council; and
 - b. RC130025 granted by the Buller District Council.
including the completion of all rehabilitation works required by these consents and all monitoring obligations of the Consent Holder and to avoid, remedy, or mitigate any adverse effects on the environment arising as the result of the exercise of the consents set out above.
13. The Consent Holder shall provide a bond or bonds for the quantum for a minimum of a three year term, such term to be renewed for a minimum of a further three year term (or such other term as the parties may agree) on a yearly basis on the anniversary of the date of commencement of these consents.
14. Form of Bond
The bond or bonds shall be in a form approved by a firm of solicitors nominated by the West Coast Regional Council and Buller District Council jointly, taking into account the ability of the Consent Holder to arrange a guarantor or surety ("the guarantor") and the guarantor's acceptance of the term of the bond.
15. Content of Bond
The bond or bonds shall provide that the Consent Holder shall be liable and remain liable for meeting:
 - a. The cost of remedying or mitigating any breach of the conditions of the consents as detailed in Condition 12 hereof; and
 - b. The cost of avoiding, remedying or mitigating and or monitoring any adverse effect on the environment which become apparent during or after the expiry of the consents set out above.

16. Payment

- a. Unless the bond is a cash bond, the payment of the bond quantum by the Consent Holder shall be guaranteed by a guarantor acceptable to the Buller District Council and the West Coast Regional Council.
- b. The guarantor shall bind itself to pay up to the bond quantum for the carrying out and completion of all obligations of the Consent Holder under the bond.
- c. If the Consent Holder is unable at any time to arrange a guarantor for the quantum, the Consent Holder shall provide a cash bond or bonds for the quantum within 12 months of the date of the renewal referred to in Condition 13 above.

17. Term

The bond or bonds shall remain in place for a period of ten years after the surrender, expiry or lapsing of the consents referred to in Condition 12.

18. Amount

- a. The Consent Holder shall provide the Councils with a report which recommends the amount of the initial bond ("the Bond Report") within 30 days from the date of commencement of these consents.
- b. The amount of the initial bond shall be reviewed and fixed by the Councils in accordance with the Bond Report not later than 20 working days after the date of which the Councils receive the Bond Report.
- c. The Consent Holder shall put in place the bond fixed by the Councils in accordance with Condition 18(b) above within 10 working days of the date on which the bond is fixed.
- d. The West Coast Regional Council and the Buller District Council may jointly vary the amount of the bond from time to time (either up or down) at yearly intervals within one month of the anniversary of the date of commencement of these consents ("the Review Date") after the Consent Holder has provided the two Councils with the annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 12, as identified in Conditions 38 to 40 (Annual Work Plan).
- e. The annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 18(d) shall be prepared by an independent advisor, with expertise in mining bond calculation, mutually acceptable to Consent Holder and the two Councils, and be supplied to the Councils at least one month prior to the Review Date.
- f. In setting any new bond sum, the Councils shall have particular regard to the updated estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents provided by the Consent Holder in accordance with Conditions 18(d) and 18(e). The two Councils shall also take into account the quantum and purpose of any bond provided by the Consent Holder in favour of the Minister of Conservation.

- g. The amount of the bond shall be advised in writing to the Consent Holder within one month after the Review Date.
- h. The Consent Holder shall meet the reasonable costs of bond reviews.
- i. In accordance with note 3 (Change or Cancellation of Conditions), the Consent Holder may apply to vary the amount of the bond pursuant to Section 127 of the Act.
- j. If at any time the amount of the bond is varied pursuant to this condition or pursuant to any application, then the Consent Holder (and unless the bond is a cash bond, the guarantor approved by the West Coast Regional Council and Buller District Council) shall, within thirty (30) days of being advised of the new bond quantum, execute and lodge with the Consent Authorities a new bond for the varied amount or the additional amount required in excess of the existing bond.
- k. The Consent Holder shall not exercise or shall cease to exercise these consents:
 - i) Until the bond referred to in Condition 18(a) hereof is executed by the Consent Holder and guarantor and deposited with the consent authorities, and
 - ii) In respect of any varied or reviewed bond referred to in Condition 18(d), after thirty (30) working days has expired from the date the Consent Holder was notified of the terms of the varied or reviewed bond by either Council, unless the varied or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor) and has been deposited with the Consent Authorities, or
 - iii) In respect of any bond sum changed or reviewed pursuant to Sections 127 or 128 of the Act, after thirty (30) working days has expired from the date the Consent Holder was notified of the decision of the changed or reviewed bond by either Council, unless the changed or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor), and has been deposited with the Consent Authorities.

18A Further Bond

- a) At the conclusion of the bond term referred to in Condition 17, the sum of five hundred thousand dollars (\$500,000.00) shall continue to be held for a further period of 20 years either as a cash bond, or on such other terms as is agreed between the Consent Holder and the Councils. This Bond shall be in favour of the Councils and can be used by the Councils for the purpose of remedying or mitigating any effects that arise from the mine closure and rehabilitation activities conducted by the Consent Holder.
- b) If there is any bond remaining after the expiry of the 20 year period, that remaining

money can be shared equally between the Buller District Council and the West Coast Regional Council (or their successors) for the purpose of any further ongoing monitoring or rehabilitation, and or carrying out native vegetation plantings in the area.

19. **Transfer of Consents**

If any consent is transferred in part or whole to another party or person, the bond lodged by the transferor shall be retained until any outstanding work at the date of the transfer is completed to ensure compliance with all conditions of these consents unless the Consent Authorities are satisfied adequate provisions have been made to transfer the liability to the new Consent Holder.

20. **Costs**

The Consent Holder shall meet the reasonable costs of providing any bond, including the costs of preparation of the bond and any substitute bond.

Subsidence

21. Prior to commencement of the decline tunnel construction the consent holder shall implement a Subsidence Monitoring Programme, that shall measure and evaluate the evidence of surface subsidence, if any, and the accuracy of subsidence predictions. The Subsidence Monitoring Programme shall include the following monitoring requirements:

- a. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the first 200m of the decline tunnel commencing at the portal. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of the decline tunnel construction; and
 - ii. Three monthly during the tunnel construction phase for 12 months; and
 - iii. Yearly intervals after the first twelve months period, until the surrender, expiry or lapsing of the consent.
- b. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the ground above the historic mine workings. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of dewatering of the historic workings; and
 - ii. Three monthly during the dewatering phase; and
 - iii. Yearly intervals after dewatering is completed, until the surrender, expiry or lapsing of the consent.

22. Monitoring results of the Subsidence Monitoring Programme shall be included in the Annual Work Plan and forwarded to the Council.

Hazardous Substances

23. The Consent Holder shall ensure that all fuels, oils and chemicals stored or used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves. Run-off from such storage areas shall be directed

through oil/water separators and shall not contain more than 20 g/m³ of total petroleum hydrocarbons nor more than 100 g/m³ of total suspended solids.

24. Refueling, lubrication and any mechanical repairs shall be undertaken in an area that provides sufficient mitigation measures to ensure that no spillages onto the land surface or into water occur.
25. All substation facilities containing transformers that hold more than 200 litres of oil shall provide for secondary containment sufficient in size to hold the volume of oil stored in the largest transformer.

Note: The storage of hazardous substances shall take place in accordance with Materials Safety Data Sheets and the Hazardous Substances and New Organisms Act 1996.

Contingency and Response Plan

26. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare a Contingency and Response Plan that sets out the procedures to be followed by it and parties under its control in the event of any accidental discharge of contaminants not specifically authorised by the conditions of these consents. The plan may be amended, as the Consent Holder considers appropriate, during the period of these consents. A copy of any amendments are to be supplied to the consent authority.
27. The Contingency and Response Plan shall as a minimum address the following matters:
 - a. Accidental spills of oil, fuel or chemicals at the ~~Blackwater Gold Project~~ site.
 - b. Rupture or spillage from any pipeline transporting material, water or contaminants around the mine site.
 - c. Spillages during transportation of hazardous substances or gold ore to or from the mine site.
 - d. A list of all hazardous substances and potentially contaminating materials held on site and the procedures to be adopted in the event of spillage of any of these substances or materials.
 - e. Emergency response procedures and emergency contacts during the event of:
 - Power failure; and
 - Fire; and
 - Natural event/disaster.
 - f. The personnel who will be on site and their responsibilities, such that the provisions of the plan can be implemented at all times.
28. At any time during the period of these consents, a copy of the latest version of the Contingency and Response Plan, prepared in accordance with Condition 26 above, shall be forwarded to the Consent Authority if so requested.
29. The Consent Holder shall ensure that a copy of the Contingency and Response Plan, prepared in accordance with Condition 26, is kept on site at all times and all appropriate

personnel listed under Condition 27 are made aware of the Plan's contents.

Rehabilitation and Closure Plan

30. Prior to any activities commencing under these consents, the Consent Holder shall prepare and submit to the Consent Authority a comprehensive site Rehabilitation and Closure Plan detailing the rehabilitation strategies for all facilities and operational areas to be adopted during operation of the mine and post-mining phase in order that compliance with all closure and rehabilitation conditions of the consents can be achieved.
31. The Rehabilitation and Closure Plan shall as a minimum address the following specific objectives:
- a. To set out over a five-to-ten year timeframe, the closure and rehabilitation requirements for the site.
 - b. To establish an appropriate vegetation cover that avoids planting large and deep-rooted trees on the waste rock stack that have the potential to impair the integrity of the waste rock capping layer.
 - c. To ensure short and long term stability of all structures and works and their surrounds including diversion channels which have been created to maintain the integrity of the waste rock stack landform and to prevent water ingress into the waste rock stack permanently.
 - d. To minimise maintenance after completion of rehabilitation.
 - e. To protect water and soil from the effects of erosion.
 - f. Except where any permanent diversions or modifications are necessary to maintain the integrity of any permanent features on the site, such as the waste rock stack, the Consent Holder shall be required to restore all disturbed watercourses, including their banks and beds, to a natural and stable condition.
 - g. To ensure water leaving the Blackwater Gold Project site, including the portal and associated waste rock stacks and the tailings storage facility, is in a condition suitable for aquatic life and to ensure that it achieves the water quality limits of Regional Consent RC13042-12 without active treatment.
 - h. To remove all buildings, structures, plant and equipment including the water and containment treatment plant, if required.
 - i. To control pest plants on the Blackwater Gold Project site.
32. All rehabilitation shall address the following specific matters:
- a. **Topsoil and Vegetation Cover**
 - i The Consent Holder shall as far as practicable, stockpile topsoil, unless the material is required for construction purposes. All salvaged material shall be used for rehabilitation purposes.
 - ii Revegetation shall be progressive as areas of practical working size become available.
 - iii All areas that have been revegetated under these consents shall be maintained as necessary to ensure that they meet the objectives under Condition 31 at all times.
 - b. **Waste Rock Stacks/Tailings Storage Facility**
 - i The Consent Holder shall design and construct ~~all~~ the waste rock stacks and

Rehabilitation and Closure Plan prepared pursuant to Condition 30.

35. Once sites presently comprising indigenous forest are no longer required for mine operations (e.g., the margins of the Snowy Decline tunnel entrance), restoration will be undertaken using appropriate native species following the procedures outlined in the ~~Blackwater Gold Project~~ Rehabilitation and Closure Plan prepared pursuant to Condition 30.
36. Where practicable, the Consent Holder shall salvage all topsoil and forest duff including vegetation, subsoil, logs and boulders from areas to be disturbed under this consent, for use in rehabilitating areas of disturbance.

Annual Work Plan

37. Before exercising this consent, the Consent Holder shall submit the first Annual Work Plan to the Consent Authority and thereafter submit an Annual Work Plan prior to each anniversary of the date of commencement of the consent. A copy of the Annual Work Plan shall also be provided to the Snowy River Liaison Group.
38. The Annual Work Plan shall include:
 - a. A description of all the mining operations, mitigation measures, rehabilitation, monitoring and reporting carried out in the ~~last~~ previous 12 months.
 - b. An explanation of any departure in the last 12 months from the previous Annual Work Plan.
 - c. A detailed description of all mining operations, mitigation measures, rehabilitation, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - d. Long-term projections and intentions for mining operations and/or closure and rehabilitation in relation to the future exercise of this consent.
 - e. An explanation of any intended departure from any previous Annual Work Plan in the next 12 months.
 - f. A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of the exercise of the consent in the ~~last~~ previous 12 months and the steps taken to deal with it and the results of those steps.
 - g. A summary of any complaints received and the mitigation measures adopted.
 - h. A full report describing and evaluating the mitigation measures used in the ~~last~~ previous 12 months.
 - i. A full report on the rehabilitation undertaken during the exercise of the consent and the results of these measures.
 - j. Plans showing the actual footprints of all works and structures and any proposed changes at the end of the next 12 months. This shall include where appropriate, detailed design and/or as built plans relating to the structures (including the waste rock stack) and infrastructure established at the site.
 - k. Plans showing the actual contours of all works and structures and any proposed changes in contours at 10 metre intervals at the end of the next 12 months.
 - l. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent.

- m. An up to date and detailed calculation of the cost of rehabilitation of the site.
 - n. An up to date and detailed calculation of the costs of the monitoring required by the conditions of this consent and until the consent expires.
 - o. An up to date mine closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months, how the Consent Holder proposes to comply with the conditions of this consent on closure and an up to date and detailed calculation of the costs of complying with all conditions of consent if mining were to stop in the next 12 months.
 - p. Any other information required by any other condition of this consent.
39. The up to date costs of rehabilitation, monitoring and compliance with all conditions of this consent, as required by Parts l to o of Condition 38 above shall be independently audited and provided to the Consent Authority with the Annual Work Plan.
40. The Consent Authority may at any time commission an additional independent audit of the costs of rehabilitation, monitoring and compliance with all conditions of this consent, as provided by Condition 39 above. The Consent Holder shall meet the costs of any such audit.
41. The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may reasonably request after considering any Annual Work Plan. This information or report shall be provided in the time and manner required by the Consent Authority.
42. The Consent Holder shall exercise the consent in accordance with the Annual Work Plan.
43. The Consent Holder may, at any time, submit to the Consent Authority an amended Annual Work Plan provided it complies with all other conditions of the consent. Any amendments shall also be provided to the Snowy River Liaison Group.

Specific Conditions for consent

44. The mine area boundaries shall be confirmed and clearly marked before any vegetation disturbance or earth works take place.
45. Public access is not to be permanently restricted on legal road reserve.
46. As far as practicable, lighting shall be focused and shaded to minimise glare and lightspill and so as not to create a nuisance to residents, traffic, or to act as a distraction to wildlife.
47. The colours used for all buildings and structures shall be recessive.
48. The modification of riparian margins associated with development of the ~~Blackwater Gold Project site~~ shall be restricted to within the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of riparian margin modification shall not exceed those

identified areas by more than 10%.

49. The removal of indigenous vegetation associated with development of the ~~Blackwater Gold Project site~~ shall be restricted to within Section 10 Blk XVI Mawheraiti SD in addition to the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of indigenous vegetation clearance shall not exceed those identified areas by more than 10%.

Construction and Operational Management Plan

50. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare and submit to the Consent Authority a Construction and Operational Management Plan that sets out the practices and procedures, with respect to construction and operation of the ~~Blackwater Gold Project site~~, to be adopted in order that compliance with the conditions under this consent can be achieved.
51. The Construction and Operational Management Plan shall as a minimum address the following matters:
- a. Description of all construction works, construction methods and equipment to be used.
 - b. Construction programme including timetable, sequence of events and duration.
 - c. Detailed design, location, operation and maintenance of stormwater runoff control and sediment control facilities during construction activities and operation of the mine site, including detailed engineering plans and design specifications for temporary and permanent silt dams and diversion channels.
 - d. Detailed plans and specifications for the alignment of the access road, the location and placement of the bridge and culverts, and areas of cut and fill on the roads.
 - e. Procedures for stripping and salvage of vegetation, soil material and other material suitable for rehabilitation purposes.
 - f. Landscaping and rehabilitation of disturbed areas after the initial construction phase at the ~~Blackwater Gold Project site~~, where appropriate.
 - g. Monitoring, complaints and reporting procedures during construction activities and operation of the ~~Blackwater Gold Project site~~.
 - h. Procedure for locating, recording and documenting historical mine sites at the ~~Blackwater Gold Project site~~.
 - i. Training and supervision of operators and contractors during construction activities and operation of the ~~Blackwater Gold Project site~~.
 - j. Detailed engineering plans and design specifications for the construction and maintenance (where appropriate) for the following structures and activities:
 - i. Mine decline and portal area.
 - ii. Silt dams and any other dam structures.
 - iii. All bridges and culverts.
 - iv. Waste rock stacks.
 - v. Processing plant and water treatment plant.
 - k. The Consent Holder shall provide a certificate(s) to the Consent Authority, signed by a Registered Engineer experienced in the construction of structures stating

that the engineering plans relating to the structures have been designed in accordance with accepted civil engineering practices and the Building Act.

- ~~l. Details on the management of ore trucks operating on Snowy River Road. This shall include information relating to scheduling the movements of trucks and any passing bays required for trucks passing on Snowy River Road.~~
- ~~lm. Mitigation measures to avoid nuisance dust emissions from the Blackwater Gold Project site.~~

52. The Construction and Operational Management Plan shall comply with the relevant conditions of this consent and may be amended, as the Consent Holder considers appropriate during the period of this consent. Any amendments to the Plan must be submitted to the Consent Authority as soon as practicable.
53. All activities authorised by this consent shall be undertaken in accordance with the provisions of the Construction and Operational Management Plan prepared pursuant to Condition 50 of this consent.

Hours of Operation

54. Mining and ancillary activities may operate 24 hours a day, seven days a week.

Truck Operations

55. Trucking movements along Snowy River Road related to mining and ancillary activities shall only occur between the hours of 7am and 9.30pm.
56. Truck movements related to construction and site establishment ~~mining and ancillary~~ activities along Snowy River Road shall not exceed a maximum of ~~28~~ 14 heavy vehicle trips movements per day. Truck movements related to mining and processing activities along Snowy River Road shall not exceed a maximum of 10 heavy vehicle movements per day. ~~Notwithstanding this, for 60 days per annum this may increase to 48 vehicle trips per day provided that the Consent Holder shall give 5 days notice of truck movements to the occupiers of land in Snowy River Road.~~
57. Trucking operations shall be scheduled around the school bus timetable so trucks are not using Snowy River Road when the school bus is using the road.

Roading

58. That the road to be formed on Council road reserve, or any alterations, upgrades or additions to existing road on road reserve shall be formed in accordance with NZS 4404: 2010.
59. Prior to any works being undertaken in accordance with Condition 58, the Consent Holder shall submit 'proposed' engineering designs including plans and specifications identifying the extent of the proposed road construction works, together with a Design and Access Statement prepared in accordance with NZS4404:2010. The engineering designs shall include details of all aspects of the alterations and certification from a Chartered Professional Engineer practising in Civil Engineering that all proposed works comply with NZS 4404:2010. The designs are to be approved by Council's Manager

of Operations prior to physical works being undertaken.

Advice Note: The applicant will seek approval from Council's Manager of Operations for any variation to the requirements of NZS 4404:2010. Any variation approved will be recorded in writing and must be confirmed prior to construction.

60. All construction work on road reserve is to be undertaken by a Council approved contractor.
61. The consent holder shall install all road marking and signage on road within Council road reserve outlined in Condition 59 in accordance with NZS4404:2010.
62. On completion of the road construction and prior to the commencement of activities on site, certification in accordance with NZS4404:2010 from the supervising Chartered Professional Engineer who oversaw the construction of works within the road reserve outlined in Condition 59, shall be provided to Council confirming that the roading has been constructed to the design approved under Condition 59. The Chartered Professional Engineer must also prepare and supply to the Council As-Built plans in a form acceptable to Council as outlined in Appendix 1. In accordance with NZS4404:2010 the Chartered Professional Engineer shall provide test results for all materials used as requested by the Council's Manager of Operations
63. That any damage to the roads attributable to the mining operations will be repaired by the consent holder. Damage is to be repaired as soon as possible.
64. The consent holder shall seal Snowy River Road from the end of the existing seal to the turn off to the proposed bridge over the Snowy River. This is a distance of approximately 500 metres.
65. The Consent Holder shall maintain the access road and bridge for the duration of the consent.
66. The consent holder shall construct passing bays on Snowy River Road. The number, location and formation standards of these are to be agreed by the Manager Operations through the 'proposed' engineering designs which are required under Condition 59. Passing bays shall be entirely constructed on the legal road reserve.
67. Trucks using Snowy River Road in relation to mining and ancillary activities shall only pass each other using constructed passing bays.
68. Standard New Zealand Transport Agency warning signs (type PW-31) are to be placed on Snowy Road stating, "Children". These signs to be paid for by applicants and placed near the Mossy Creek Bridge No.1 and the State Highway 7 intersection of Snowy River Road.
69. That all ore is to be transported using truck and/or truck and trailer units. If any rock material is to leave the site via a truck and/or trailer unit, these trucks and trailers are

to be covered.

70. The Snowy Road intersection with State Highway 7 shall be widened in accordance with NZ Transport Agency's Rural Road Intersection layout, but without the requirement for kerbing and channelling.
71. The centre of Snowy River Road at the intersection with State Highway 7 will be relocated north by approximately 10 metres and will be aligned perpendicular to State Highway 7 over the last 10 metres. The distance of 10m can be modified if the design can be shown to achieve a perpendicular alignment with the State Highway.
72. Full seal widening in accordance with Rural Road Intersection layout shall be undertaken on State Highway 7 south of the Snowy River Road intersection. Seal widening to the north of the Snowy River Road intersection shall be shortened to accommodate the guardrail on the approach to Snowy River bridge.
73. The Snowy River Road approach to the intersection with State Highway 7 shall be widened for approximately 50 metres down Snowy River Road from the intersection.
74. ~~Truck crossing~~ Side road warning signs (W-11) shall be installed to the north and south of the Snowy River Road intersection with State Highway 7.
75. Those works identified in conditions 70 to 74 shall be completed within one month of mining and ancillary activities commencing except where this would result in the works occurring during 1 May to 30 September outside the 'sealing season' in which case the works will be completed within one month of (the next occurring) 1 October.

Advice Note: In order to minimise light vehicle movements along Snowy River Road, the Conditions of RC220060 require 20% of the work force (calculated relative to either the construction or mining workforce) to be transported to the site via vans/buses.

Blasting

76. A programme of blasting times shall be notified publicly by way of notice erected at the road entrance to the mine area and by circular or public advertisement to local residents, the Department of Conservation, West Coast Regional Council and the Buller District Council prior to any such blasting taking place and at regular intervals not exceeding twelve months thereafter (this notice can be contained in the annual work plan provided to the Buller District Council in accordance with condition 37). Changes to the blasting programme shall be notified at least three days prior to implementation.
77. Blasting above-ground shall be restricted to the hours between 6:30am and 6pm during portal development.
78. There shall be no restriction on the hours during which underground blasting may be

undertaken.

79. Sound generated by the use of explosives shall be assessed within the notional boundary of any dwelling not owned by the Consent Holder other than on the site to which the consent applies, and shall not exceed a peak overall sound pressure level of 120 dBA measured at a suitable location as specified in AS2187.
80. Subject to application of NZS 6801:1991 and NZS 6802:1999 for measurement of sound, all use of explosives and measurement shall be in accordance with Australian Standard AS 2187.2 – 1993 "Explosives – Storage, Transport and Use, Part 2 Use of Explosives".
81. Details of all blasts shall be entered into a record book kept for that purpose and shall be available to the Buller District Council on request.
82. The peak overall sound pressure level due to air blast shall not exceed 128 dB linear unweighted measured at any private residence not owned by the Consent Holder.
83. Ground vibration levels measured at any residence not owned by the Consent Holder shall not exceed 10 mm per second peak particle velocity measured in the frequency range of 3 hertz to 20 hertz, thereafter NZS 4403 Code of Practice for the Storage, Handling and Use of Explosives or any other Codes of Practice which may from time to time be current shall apply.
84. The Consent Holder shall monitor blasting activities. Monitoring sites shall be located 20 metres from the most exposed face of the two dwelling houses closest to the Snowy Decline which are not owned by the Consent Holder. Any exceedances shall be reported to the Council within 48 hours of recording.
85. The Consent Holder shall undertake blast monitoring at three monthly intervals for at least 12 months following the commissioning of the Snowy Decline. In the event of the above monitoring indicating compliance with the conditions, the frequency of monitoring will change from three monthly to six monthly periods with results being reported in the annual work plan.

Heritage

86. If previously unrecorded archaeological material is uncovered or observed during work in any location (and in accordance with condition 87 – 89) work shall cease immediately. An archaeologist should be brought onto site to record the disturbed material and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.
87. Notwithstanding condition 88, an archaeologist shall be present to monitor all work that involves disturbance to any known archaeological site to record sites or information

that may be revealed, and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.

88. An Accidental Discovery Protocol shall be prepared to establish procedures for identifying, reporting and managing any features of archaeological significance that may be uncovered during the exercise of this consent.
89. Should any cultural artefacts be discovered during the development, the applicant will inform Te Runanga O Ngai Tahu and Te Runanga O Ngati Waewae of the discovery.

Noise

90. Subject to the express provisions of this condition noise level shall be measured in accordance with the requirements of New Zealand Standard, NZS 6801: 1999 “*Acoustics - Measurement of Environmental Sound*”. And assessed in accordance with the provision of the New Zealand Standard, NZS 6802: 1991 “*Assessment of Environmental Sound*”.

Note: the measurement of noise differs to the measurement of blasting noted in conditions 76-85.

91. All equipment and machinery shall be regularly maintained to ensure noise levels are as low as reasonably attainable but at no time shall they exceed the levels permitted by the consent.
92. The Consent Holder shall prepare, adopt and maintain a Trucking Noise Management Plan for the ~~Blackwater Gold Project Mining site~~ operations. This plan is to detail measures to mitigate production of unreasonable noise associated with trucking operations. This shall include information relating to the speed of trucks, hours of operation of trucks, maintenance of roading surfaces and maintenance of trucks and associated equipment.

Operational Noise

93. All activities shall be carried out so as to ensure the following noise limits are not exceeded within the timeframes stated:
 - 8 am- 11pm daily Monday to Friday and Saturday 8am to 6pm 55dBA L₁₀
 - at all other times including any public holiday 45dBA L₁₀ 75dBA L_{max}

The assessment location shall be at any point within the notional boundary of any dwelling other than a dwelling on the site to which the consent applies. Sound levels shall be assessed in accordance with the provisions of NZS 6802:1991 *Assessment of Environmental Sound*. Adjustments for special audible characteristics, if warranted, shall apply as provided for in clause 4.3-4.4 of NZS 6802:1991.

Construction Noise

94. Construction noise from activities on the site shall be measured and assessed in accordance with NZS 6803:1999 *Acoustics – Construction Noise* and subject to the proviso following the table, shall not exceed the noise limits for the relevant timeframe stated in Table 1 below.

Table 1 Noise Limits for Construction Noise

Time of week	Time period	Duration of work*					
		Typical duration dBA		Short term duration dBA		Long term duration dBA	
		Leq	Lmax	Leq	Lmax	Leq	Lmax
Weekdays	0630-0730	60	75	65	75	55	75
	0730-1800	75	90	80	95	70	85
	1800-2000	70	85	75	90-	65	80
	2000-0630	45	75	45	75	45	75
Saturdays	0630-0730	45	75	45	75	45	75
	0730-1800	75	90	80	95	70	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75
Sundays and public holidays	0630-0730	45	75	45	75	45	75
	0730-1800	55	85	55	85	55	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75

"Duration of work" – In this table:

"short-term" means construction work at any one location for up to 14 calendar days;

"typical duration" means construction work at any one location for more than 14 calendar days but less than 20 weeks; and

"long-term" means construction work at any one location with a duration exceeding 20 weeks.

Provided that the provisions of the Standard related to the duration of construction events and the more or less stringent noise limits in Table 1 which are applicable in such circumstances shall apply.

Noise and Vibration Monitoring

95. The Consent Holder shall be responsible for monitoring noise generated by any activities on the site. For construction noise, monitoring shall be every month for 6 months then should no non compliances occur, every 6 months during the decline portal construction, monitoring is also required in the event any complaints are received.

96. For non-construction activities, monitoring shall be undertaken one yearly intervals' or as it is necessary to identify problem sources of noise. Measurements shall be undertaken by suitably trained staff working under the direction of an appropriately qualified person.

97. Where the Consent Holder detects a breach of the noise limits contained in the conditions of consent, the Consent Holder shall immediately investigate the activity identified as responsible for the breach and ensure that appropriate remedial action is

taken to comply with the noise limits in these conditions.

98. Reports on Noise Monitoring activities shall be forwarded to the Council on request and at least annually within one month of the anniversary of the issue of this consent or be contained in the Annual Work Plan or other convenient date as may be agreed between the Consent Holder and the Council.
99. The Consent Holder shall maintain a written register of all complaints regarding noise including vibration. The Consent Holder shall advise the Buller District Council within 48 hours of any complaint regarding operational or construction noise and of the action taken to remedy or mitigate the cause of the complaint. A report relating to noise emissions for the previous year shall be compiled annually contained in the annual work plan and include the following:
- (i) The results of noise and any vibration monitoring together with interpretative comments;
 - (ii) The measures adopted to control emissions and the success of these measures;
 - (iii) Any modifications to be introduced to more effectively control noise levels at the site;
 - (iv) Any incidents or problems with achieving consent compliance;
 - (v) A summary of any complaints received and the mitigation measures that were adopted.

Development Contribution

100. Should the value of the proposed development amount to a total of \$500,000 or above, in accordance with Part 8 of the Buller District Plan a financial contribution of cash shall be paid to Buller District Council for the provision of reserves and facilities. The calculation for assessing the financial contribution shall be 0.5% of the total value of the development. The consent holder shall advise Council of the value of the proposed development, and shall pay the cash amount of the contribution to the Buller District Council prior to the commencement of any works covered by this consent. The calculation of the development contribution shall be based on the estimated costs of the following components of the activity:
- i. Construction of buildings (i.e. total cost of all buildings),
 - ii. Costs of drainage works and road formation, and
 - iii. Costs associated with removal of vegetation (excluding costs of rehabilitation planting etc).

Surrender of Previous Consent

101. The physical works approved under this consent cannot be undertaken until such time as Resource Consent 040010 issued by the Buller District Council has been surrendered.

Compensation

102. The Consent Holder shall prepare a strategy to compensate for the temporary removal of trees from the Snowy River site for the purposes of mining operations. Options for this compensation include:

- (a) Planting around the perimeter of the site with native trees;
- (b) Partnering with “Trees That Count” project to support the planting of native trees on the West Coast in cooperation with community planting initiatives; or
- (c) Any other community or regional planting initiatives which align with the strategy goals.

The Consent Holder shall provide an annual update on the implementation of this strategy and include this as part of the Annual Work Plan reporting required under Condition 37.

Snowy River Liaison Group

103. The Consent Holder shall facilitate the establishment of a Snowy River Liaison Group and shall invite representation from Te Runanga O Ngati Waewae, the Department of Conservation, the landowners, West Coast Regional Council and Buller District Council. The Consent Holder shall be responsible for convening meetings every six months, the provision of a venue for the meetings, and providing any necessary administrative assistance to the working party. The Consent Holder shall ensure that the invitations to attend meetings are sent at least three weeks prior to each meeting and shall facilitate any other meetings, if decided necessary by the group.
104. Should any of the external parties referred to in Condition 103 choose not to continue to be part of the Snowy River Liaison Group (at any point), then the Consent Holder shall not be deemed to be in breach of these Conditions.
105. The purpose of the meetings shall be for the Consent Holder to present the monitoring results, review results and discuss these with the parties, and provide project updates and planned mine works and progress, including at the appropriate time, details relating to closure and rehabilitation of the mine site. The Consent Holder shall provide an update on any non-compliance with Conditions and processes being undertaken to address any non-compliance.
106. The Consent Holder shall liaise with the Snowy River Liaison Group five years prior to the conclusion of the onsite site processing to discuss the Closure Plan for the site to confirm closure criteria and necessary actions to facilitate closure. This time frame is to allow for consideration of future technologies and processes which may be applied to allow for an enhanced environmental outcome. Any feedback received shall be incorporated into the final Rehabilitation and Closure Plan prepared in accordance with Condition 30.

REASONS FOR DECISION

Section 113(4) of the Resource Management Act 1991, requires that every decision on a resource consent that has not been notified shall be in writing and state reasons for the decision.

1. The three affected party approvals, being Waka Kotahi, Department of Conservation and Granville Mining Ltd have been provided.

2. The subject site is an active mine with established infrastructure (including offices, workshops and water management systems) and a WRS under construction. The proposed extended WRS and water management facilities are located within the consented Snowy River Mine footprint and will be subject to the existing suite of consent Conditions including rehabilitation and bonding obligations.
3. Various technical reports including Landscape and Noise assessments have concluded that the potential landscape and amenity effects to be no more than minor. The proposed changes are unlikely to result in any discernible off-site noise, amenity or visual effects.
4. The Water and Geochemical reports have concluded that with the proposed water treatment measures, water quality is expected to remain within compliance limits and within recommended acceptable environment limits for freshwater values. Potential effects on water quality and freshwater values are expected to be scrutinised through the regional consent process.
5. The proposal is considered to achieve the sustainable management purpose of the Resource Management Act 1991 and is consistent with the objectives and policies of the operative District Plan and the proposed Te Tai o Poutini Plan.

Please note that a copy of the Planning Officer's Report, which explains further the reasons given above, can be forwarded to you on request and is also available at the Council office to view.



Dated at Westport this 13th day of January 2023