

HDC feedback

The HDC feedback, reflecting the recommendations of the HDC specialists are shown as: red underline, ~~striketrough~~, and supplemented with a corresponding red comment in the comment column, and/or the source of the recommended amendment. Where highlighted, this is identifying a concern with the proposed Condition which requires further information/evaluation.

OGI feedback

OGI comments – shown as: green underline, ~~striketrough~~, and supplemented with a corresponding green comment in the comment column. Where highlighted, a corresponding comment has been added.

WAIHI NORTH PROJECT - SCHEDULE 1: PROPOSED CONDITIONS COMMON TO THE HAURAKI DISTRICT COUNCIL AND WAIKATO REGIONAL COUNCIL RESOURCE CONSENTS

[Note – the ‘comment’ column has been provided for guidance and interpretation purposes only, and is not proposed to form part of the consent conditions]

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INTERPRETATION

	Condition	Comment
C1	<p>For the purposes of these consents:</p> <ul style="list-style-type: none"> 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. b. Commencement date / commencement of this consent means the date on which the decision is served under section 88 of the Fast-track Approvals Act 2024. c. Exploration drill site means any site which accommodates a drilling platform and is used to discover and evaluate mineral resources. d. Exploration drilling means drilling undertaken to discover and evaluate mineral resources. 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"). 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. g. Mining activities means the activities listed in Condition 1.b. – 1.h. of the Hauraki District Council land use consent. h. Mine infrastructure means any infrastructure established for the purpose of mining or mining operations. 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. j. Stopping activities means the extraction of ore via drill and blast methods from level -to-level drill holes greater than 15 m. k. Permanent stormwater management infrastructure means stormwater management infrastructure that is intended to remain in place beyond the duration of mining activities. 	



	Condition	Comment																								
	<p>l. Portable drill rig location means any location at which a portable drilling rig is used for <u>geotechnical and hydrogeological investigation purposes and includes holes drilled for the installation of groundwater monitoring piezometers</u> any purpose.</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, <u>other investigation and monitoring sites authorised by this consent</u>, 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>	<p>Amended for clarity – ‘any purpose’ is too vague</p> <p>Mitchell Daysh: Accepted</p> <p>There aren’t any other sites authorised</p> <p>Mitchell Daysh: Reject – needed to access Man-portable investigation sites as well</p>																								
	Acronyms and Abbreviations																									
C1A	<p>Acronyms and Abbreviations used in this consent have the following meanings:</p> <table><tr><td>AEP</td><td>Annual Exceedance Probability</td></tr><tr><td><u>AMD</u></td><td><u>Acid and Metalliferous Drainage</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>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	<u>AMD</u>	<u>Acid and Metalliferous Drainage</u>	ANC	Acid Neutralising Capacity	ANE	Ammonium Nitrate Emulsion	ANFO	Ammonium Nitrate Fuel Oil	AQMP	Air Quality Management Plan	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	<p>Mitchell Daysh: Added as request of WRC</p>
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	Condition		Comment
	DOC	Department of Conservation	<p>Dalmour PTY Ltd</p> <p>Mitchell Daysh: EGL accepts the need for this management plan</p>
	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	
	<u>GCMP</u>	<u>Gladstone Open Pit Ground Control Management Plan</u>	
	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	



	Condition		Comment
	NAPP	Net Acid Producing Potential	Mitchell Daysh: Amended at request of WRC
	NRS	Northern Rock Stack	
	NTU	Nephelometric Turbidity Unit	
	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	Reduced 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 (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	



	Condition		Comment
	WRS	Willows Rock Stack	
	WTP	Water Treatment Plant	
	WUG	Wharekirauponga Underground Mine	
	WUG-WMP	Wharekirauponga Underground Mine Water Management Plan	

GENERAL

C2	The activities authorised by this consent must be undertaken in 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.	
	<u>The consent shall 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 holder shall 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</u>	Bentley & Co. Amended consistent with HDC land use consents conditions Mitchell Daysh: Accepted

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> <p>a. WUG Ecology and Landscape Management Plan ("ELMP-WUG").</p>	Bentley & Co. Note these management plan conditions may require amendment, subject to
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	<div><div><div>b. Waihi Area Ecology and Landscape Management Plan (“ELMP-WA”).</div><div>c. Coromandel Forest Park Kauri Dieback Management Plan (“CFP-KDMP”). Vibration Management Plan (“VMP”).</div><div>d. Wharekirauponga Pest Animal Management Plan (“WPAMP”).</div><div>e. Wharekirauponga Underground Mine Water Management Plan (“WUG-WMP”).</div><div>f. Archaeological Management Plan.</div></div><div><div>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.</div></div></div>	<div>whether they are certified in the decision, or are required to be amended and submitted for certification</div>										
C4A	<div>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.</div>											
C5	<div><div>No later than the submission date referred to for the relevant document, the following documents must be submitted to the Consent Authority for certification:</div><div>To be certified by Hauraki District Council:</div><table><tr><th>Document</th><th>Submission Date</th></tr><tr><td>a. Construction Noise Management Plan</td><td>30 working days prior to the commencement of construction activities in the relevant Area.</td></tr><tr><td>b. Operational Noise Management Plan</td><td>30 working days prior to the commencement of operational activities in the relevant Area.</td></tr><tr><td>c. Construction Traffic Management Plan</td><td>30 working days prior to the commencement of construction activities in the relevant Area.</td></tr><tr><td>d. Willows Road Upgrade Design</td><td>30 working days prior to the commencement of construction activities in Area 2.</td></tr></table></div>	Document	Submission Date	a. Construction Noise Management Plan	30 working days prior to the commencement of construction activities in the relevant Area.	b. Operational Noise Management Plan	30 working days prior to the commencement of operational activities in the relevant Area.	c. Construction Traffic Management Plan	30 working days prior to the commencement of construction activities in the relevant Area.	d. Willows Road Upgrade Design	30 working days prior to the commencement of construction activities in Area 2.	
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	e. Willows Road Maintenance Programme	30 working days prior to the commencement of construction activities in Area 2.	<p>Quigley and Watts Ltd</p> <p>Mitchell Daysh: Accepted.</p>
	f. Baxter Road Condition Survey Programme	30 working days prior to the commencement of construction activities in Areas 5, 6 or 7.	
	g. Site Management Plan - Contaminated Land	30 working days prior to the commencement of operational activities in the relevant Area.	
	h. Waihi Skills Development and Training Action Plan	18 6 months after the commencement of this consent.	
	i. Workforce Accommodation Assessment	<p>Within At least six months of commencement of the consent prior to commencement of each of the following:</p> <p>a.—Construction activities;</p> <p>b.—Mine development and production; and</p> <p>c. Mine remediation and closure activities</p>	
	j. Social Impact Management Plan	Prior to the first exercise of this consent	
	k. Drill sites / Ventilation Sites - Site Selection Report	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	30 working days prior to enlarging the Kenny Street carpark	
	m. Hazardous Substances Management Plan (Areas 1, 2, and 5, and 6 only)	30 working days prior to the commencement of activities in the respective Area	
	n. Native Frog Monitoring Plan	30 working days prior to the commencement of activities in Area 1	
			Mitchell Daysh: Accepted.



	<table><tr><td>o.</td><td>TSF3 Wetland Restoration Plan</td><td>30 working days prior to the commencement of wetland establishment works on the surface of TSF3 in Area 7</td></tr><tr><td>p.</td><td>Gladstone Open Pit Ground Control Management Plan</td><td>30 working days prior to the commencement of GOP mining activities</td></tr><tr><td>q.</td><td>Lighting Management Plan</td><td>20 working days prior to the commencement of construction activities</td></tr><tr><td>r.</td><td>Helicopter Noise Management Plan</td><td>30 working days prior to the commencement of operational activities in the relevant Area.</td></tr></table>	o.	TSF3 Wetland Restoration Plan	30 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	30 working days prior to the commencement of GOP mining activities	q.	Lighting Management Plan	20 working days prior to the commencement of construction activities	r.	Helicopter Noise Management Plan	30 working days prior to the commencement of operational activities in the relevant Area.				
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	<table><tr><th>Document</th><th>Submission Date</th></tr><tr><td>s. Site Specific Erosion and Sediment Control Plans</td><td>30 working days prior to commencement of activities in each of Areas 2, 5, 6 and 7</td></tr><tr><td>t. Chemical Treatment Plan</td><td>30 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</td></tr><tr><td>u. Waihi Area Water Quality Management Plan</td><td>30 working days prior to commencement of activities in any of Areas 2,3,5,6 and 7</td></tr><tr><td>v. Air Quality Management Plan</td><td>30 working days prior to the commencement of activities in any of Areas 1,2,5,6 and 7</td></tr><tr><td>w. Willows Rock Stack Monitoring and Management Plan</td><td>30 working days prior to the first discharge of rock or overburden on to land at the Willows Rock Stack</td></tr><tr><td>x. GOPTSF Monitoring and Management Plan</td><td>30 working days prior to the commencement of construction of the GOPTSF</td></tr></table>	Document	Submission Date	s. Site Specific Erosion and Sediment Control Plans	30 working days prior to commencement of activities in each of Areas 2, 5, 6 and 7	t. Chemical Treatment Plan	30 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	30 working days prior to commencement of activities in any of Areas 2,3,5,6 and 7	v. Air Quality Management Plan	30 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	30 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	30 working days prior to the commencement of construction of the GOPTSF		<p>Dalmour PTY Ltd</p> <p>Kern Consultants Limited</p> <p>Styles Group</p> <p>Mitchell Daysh: All additional management plans referred to above are accepted, see EGL (p), Pedersen and Read (q) and Marshall Day Acoustics (r).</p>
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y.	Area 5 Rock Storage Monitoring and Management Plan	30 working days prior to the deposition of ore or any potentially acid forming waste rock at any Rock Storage Area
z.	Northern Rock Stack Monitoring and Management Plan	30 working days prior to the commencement of works to establish the Northern Rock Stack
aa.	TSF3 Monitoring and Management Plan	30 working days prior to the commencement of works to establish TSF3
bb.	Area 7 Collection Ponds (S6 and S7) Design	30 working days prior to the commencement of works to establish the Area 7 Collection Ponds (S6 and S7)

To be certified by Hauraki District Council and Waikato Regional Council:

Document	Submission Date
cc. Dewatering and Settlement Monitoring and Management Plan (DSMMP)	30 working days prior to the start of mining or tunnelling activity in in the relevant Area.
dd. Rehabilitation and Closure Plan	30 working days prior to the first exercise of this consent

Advice Note: The Native Frog Monitoring Plan required by Condition C5(n) is to also be certified by the Department of Conservation.

Prior to submission of the NFMP to the Council, the consent holder shall consult with DOC, and identify and address any feedback received, and how that is responded to in the NFMP



		<p>Bentley & Co. Amendment proposed, as DOC is not the consent authority?</p> <p>This alternate approach is consistent with the 'invite' approach referred to in Condition 8A</p> <p>Mithcell Daysh: Change accepted in part. Advice note retained and additional text removed as DOC is also a certifier of the Native Frog Monitoring Plan under the AA.</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>	
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, 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>a. The Consent Holder may make amendments to any of the plans referred to in Conditions C4 and C5 at any time.</p> <p>b. Any amendment to any plan must be submitted to and certified by the Consent Authority and any works associated with the amendment must not commence until certification has occurred.</p>	



	<p>c. For amendments made to the management plans listed in Condition C4, the Consent Authority is;</p> <ul style="list-style-type: none"> i. Terrestrial aspects of an ELMP – Hauraki District Council. ii. Aquatic aspects of an ELMP - Waikato Regional Council. iii. CFP-KDMP – Hauraki District Council. iv. VMP – Hauraki District Council. v. WPAMP – Hauraki District Council. vi. WUGWMP – Waikato Regional Council. vii. DSMMP – Hauraki District Council and Waikato Regional Council. 	
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> <ul style="list-style-type: none"> a. An ELMP. b. The CFP-KDMP. c. The VMP – insofar as it relates to vibration impacts on frogs. d. The WPAMP. 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. f. The DSMMP. <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> <ul style="list-style-type: none"> a. 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; b. 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 	



	c. 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	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.	
C8D	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 certification, along with an explanation of where any comment made by DOC has not been incorporated into the Management Plan(s) and the reasons why.	

TANGATA WHENUA CONDITIONS

	<u>Iwi Advisory Group</u>	
C9	<p>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> <ul style="list-style-type: none"> • Ngāti Hako • Ngāti Maru • Ngāti Pū • Ngāti Tamaterā • Ngāti Tara Tokanui / Ngāti Koi • Ngaati Whanaunga • Waihi Community Marae • Any other group invited by the iwi listed above. 	
C10	<p>The functions of the Iwi Advisory Group 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 	Mitchell Daysh: Added to address issues raised by Iwi.



	<p>they relate to the project;</p> <p>c. Assist the Consent Holder in developing the Cultural Practices Plan required under Condition C.16;</p> <p>d. Assist the Consent Holder in developing the Mātauranga Māori Monitoring Programme, required under Condition C18A;</p> <p>e. Provide input to any preparation of the plans specified in Condition C.11 as relevant;</p> <p>f. Provide input to preparation or preparation of the plans listed in Condition C.12 as relevant;</p> <p>g. Provide other cultural advice to the Consent Holder as may be required; and</p> <p>h. Nominate the cultural representative on the Peer Review Panel.</p>	
C11	<p>The management plans referred to in Condition C.10(d) are:</p> <p>a. WUG Ecology and Landscape Management Plan.</p> <p>b. Waihi Area Ecology and Landscape Management Plan.</p> <p>c. Coromandel Forest Park Kauri Dieback Management Plan.</p> <p>d. Wharekirauponga Animal Pest Management Plan.</p> <p>e. Vibration Management Plan.</p>	
C12	<p>The management plans referred to in Condition C.10(e) are:</p> <p>a. Rehabilitation and Closure Plan.</p> <p>b. Air Quality Management Plan.</p> <p>c. Water Management Plan.</p> <p>d. Willows Rock Stack Monitoring and Management Plan.</p> <p>e. Northern Rock Stack Monitoring and Management Plan.</p> <p>f. GOPTSF Monitoring and Management Plan.</p> <p>g. TSF3 Monitoring and Management Plan.</p> <p>h. Site Specific Erosion and Sediment Control Plans.</p> <p>i. Chemical Treatment Plan.</p>	<p>Bentley & Co. These are not all 'management' plans</p> <p>Mitchell Daysh: Accepted.</p>
C13	<p>The Consent Holder shall invite the Iwi Advisory Group 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 are to:</p> <p>a. Provide a venue for the Iwi Advisory Group meetings at</p>	

	<p>the Consent Holder's cost;</p> <ul style="list-style-type: none"> b. Meet the reasonable costs of all appointed iwi representatives; c. Resource any other reasonable needs or costs associated with the functioning of the Group; d. 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; e. 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; f. To make available any staff members or independent experts engaged by the Consent Holder to meet with the Group, with the costs of the experts' attendances and any necessary preparation to be met by the Consent Holder; 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 h. Consider and, if requested, respond to the outcomes of any cultural monitoring undertaken by tangata whenua. 	
C14A	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 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 Councils for information.	
C15	Irrespective of participation in the Iwi Advisory Group, the Consent Holder must engage with any of the iwi listed in Condition C.9 independently regarding any of the matters listed in Condition C.10 if so requested.	
	<u>Cultural Practices Plan</u>	
C16	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.	



C17	<p>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 include (but not be limited to):</p> <ol style="list-style-type: none"> 1. Describing how OGNZL employees and contractors can be respectful of cultural values when undertaking their work; 2. Providing for, and describing the appropriate times for which, cultural oversight, or traditional practices, are required when undertaking works; and 3. Detailing how specific works can be undertaken in alignment with tikanga, including, for example: <ol style="list-style-type: none"> a. Protocols for karakia. b. Cultural monitoring protocol(s). b. Accidental discovery protocol(s). c. Protocol(s) for handling of indigenous fauna and flora. d. Protocol(s) for managing light and noise during culturally significant times. <p>Where developed, a copy of the Cultural Practices Plan must be provided to the Councils for their records.</p>	<p>WRC queried how the CPP will assist OGNZL to undertake activities in a culturally appropriate manner, and how it will be implemented in relation to the ELMP. It was suggested that the CPP could be linked into Conditions C11 and C19.</p> <p>It is not yet known what the CPP will contain, so it is not possible to say whether it is appropriate for it to be linked into the ELMP. Further, it is not appropriate for it to be certified by WRC. Condition C19 is a standalone condition and needs to remain separate - but iwi may choose to include the Cultural Awareness Programme in the Cultural Balance Plan.</p> <p>Note however that some additions to this condition have been made in response to comments made by iwi.</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 Cultural Practices Plan in so far as reasonably practicable and not in conflict with other conditions of this consent (which shall prevail).	
C18A	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 Mātauranga Māori Monitoring Programme.	
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 shall include (but not be limited to):</p> <ol 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. 	<p>Proposed New Condition in the light of comments from Iwi</p> <p>OGNZL proposes a new condition, further elaborating on the Cultural Monitoring Protocol(s) previously proposed as part of the Cultural Practices Plan.</p>



	<p>c. A plan describing the monitoring regime for these indicators, which is agreed between the Consent Holder and the IAG and includes the frequency of monitoring and how it integrates with the broader environmental monitoring programme for the project.</p> <p>d. How the Consent Holder intends to provide resourcing to support the development of the programme and the associated ongoing monitoring, which may include, for example, the provision of a dedicated kaitiaki role/s.</p>	This standalone condition.
C18C	The Consent Holder must provide an annual report to the Councils for their records, by 30 June each year which summarises progress against, and results of, C18B.	
	<u>Cultural Awareness Programme</u>	
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 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	Subject to their agreement, the Cultural Awareness Programme must be prepared and delivered by representative(s) of the Iwi Advisory Group. The Consent Holder shall be solely responsible for all reasonable costs associated with the preparation and delivery of the Cultural Awareness Programme.	
C21	<p>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.</p> <p>Annually, from the first exercise of this consent, the Consent Holder shall provide the record to Councils for their records.</p>	
	<u>Karakia</u>	
C22	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 the opportunity to conduct karakia.	



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 the Waikato Regional Council (“the Councils”) in writing, the Consent Holder must provide to the Councils an Annual Work Programme for the following year (for information purposes). The Annual Work Programme must include:</p> <ul 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>	
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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 Councils.	
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 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	<p>The complaints register must be made available to the Councils on request or as otherwise specified in specific resource consent conditions for the Waihi North Project.</p>	

ACCIDENTAL DISCOVERY PROTOCOL

C29	<p>In the event that any unidentified archaeological site is located when exercising this consent, the following procedures must be undertaken by the Consent Holder:</p> <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: <ul style="list-style-type: none"> Ngāti Hako Ngāti Maru Ngāti Pū Ngāti Tamaterā Ngāti Tara Tokanui / Ngāti Koi Ngaati Whanaunga 	
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	<ul style="list-style-type: none"> Any other group invited by the iwi listed above. <p>e. If human remains (koiwi tangata) are discovered, the Consent Holder must also advise the New Zealand Police; and</p> <p>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> <p>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><u>Advice Note:</u> 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>The Consent Holder must establish and implement a Biodiversity Enhancement and Predator Control Programme (the “Biodiversity Project”) no later than 36 months after the Consent Holder commences construction of the Dual Tunnel within Area 1 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><u>Advice Note:</u> 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><u>Advice Note:</u> 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>	<p>The Biodiversity Project is a beneficial action to be undertaken voluntarily by the Consent Holder in addition to other biodiversity-related actions required by this consent. It is not required to remedy, mitigate, offset or compensate for any adverse effects of the mining activities associated with the Waihi North Project.</p> <p>The Biodiversity Project is in addition to pest management the Consent Holder is required to undertake in the Wharekirauponga Animal Pest Management Area</p>
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		under Condition 162 of the Hauraki District Council Land Use Consent.
C31	<p>The objectives of the Biodiversity Project are:</p> <ol style="list-style-type: none"> to provide long term (inter-generational) ecological benefits to the wider CFP area, over and above the management of mining effects; and to assist tangata whenua in their exercise of kaitiakitanga. 	To allow due exercise of kaitiakitanga, it is intended that the specific objectives and details of the Biodiversity Project will be developed and implemented in partnership with tangata whenua.
	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.	The Dual Tunnel is expected to take about 3 years to reach the ore resource. During this period the Biodiversity Project Group and the associated Biodiversity Project Plan would be established. OGNZL is required to fund those processes.
C33	<p>Prior to the commencement of stoping within Area 1 the Consent Holder must establish a fund to implement the Biodiversity Project as follows:</p> <ol style="list-style-type: none"> Initial payment of \$2,400,000; and thereafter; Payments of \$600,000 annually, paid by 31 March each year. <p>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.</p> <p>The rates in a. and b. will be adjusted for 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.</p>	<p>This represents the minimum amount of money that OGNZL will commit to implementing the Biodiversity Project.</p> <p>Additional money may be sourced for the programme from other sources.</p>
C34	The monies paid into the fund account in accordance with Condition C33 must be allocated to the extent necessary to finance:	



	<ul 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. 	
	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. Ngāti Pū d. Ngāti Tamaterā e. Ngāti Tara Tokanui / Ngāti Koi f. Ngaati Whanaunga g. Department of Conservation 	The composition of the group that will oversee the design, governance, implementation, monitoring and review of the Biodiversity Project is subject to ongoing discussion with tangata whenua and the 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 <u>to</u> any or all of the groups 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 restoration ecologist appointed by the Consent Holder; and d. Representatives of each of the groups listed in Condition C35 who agree to participate. 	<p>The restoration ecologist is to be agreed by the Biodiversity Group before being formally appointed by the applicant.</p> <p>Bentley & Co. Correction Mitchell Daysh: Accepted</p>
C38	<p>Subject to any or all of the groups listed in Condition C35 agreeing to participate, the Biodiversity Project Group must be convened for the first time within 6 months of the Consent Holder commencing construction of the Dual Tunnel within Area 1. Thereafter, the</p>	



	frequency at which the Group meets shall be determined by the Project Group itself in order to fulfil its purpose under Condition C36.	
	The Biodiversity Project Plan	
C39	<p>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 Councils.</p> <p>Provided any or all of the groups listed in Condition C35 agree to participate, the Biodiversity Project Plan must be prepared in partnership with the Biodiversity Project Group.</p> <p>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 the commencement of activities authorised by this consent; Any land access arrangements with the Department of Conservation which are required to implement the 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 species to determine programme effectiveness; and The reporting and review process for the programme. <p>A copy of the Biodiversity Project Plan, and any subsequent updated plans, must be provided to the Councils for their records.</p>	<p>These conditions require OGNZL to develop, implement and review the Biodiversity Project Plan in partnership with the Biodiversity Project Group. As is outlined above these activities are funded by the Biodiversity Project Fund.</p> <p>The requirement to complete the initial Biodiversity Project Plan within 36 months of commencing construction of the Dual Tunnel means it will be ready for implementation before the Consent Holder commences mining of ore.</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	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 Councils with the most current version of the Biodiversity Project Plan within four weeks of any update being completed for their records.	



	Any such review must adopt the matters addressed in Condition C42c.	
	Reporting	
C42	<p>The Consent Holder must provide an annual report to the Councils for their records, by 30 June each year which summarises:</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 (as appropriate). 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, to address timing issues as quickly as is practicable; 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: <ol style="list-style-type: none"> The reasons why the performance indicators have not yet been achieved; Details of any specific measures that have already been implemented, or are intended to be implemented to achieve the performance indicators; and 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. 	<p>These conditions specify the requirements for OGNZL to report on progress in delivering the Biodiversity Project Plan.</p> <p>As is outlined above these activities are funded by the Biodiversity Project Fund.</p>

DEWATERING AND SETTLEMENT

	Dewatering and Settlement Monitoring Plan	
C43	The Consent Holder must submit a Dewatering and Settlement Monitoring Plan for each of Area 1 Area 2, Area 3 and Area 5 for certification under Condition C5.	<p>Dalmour Pty Ltd</p> <p>Mitchell Daysh: Rejected. EGL evidence in reply shows that the potential</p>



	<p>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>	<p>effect of settlement in Area 1 is minor and management of settlement is primarily directed at protecting the integrity of buildings and structures, which is not an issue in Area 1. Management of dewatering effects in Area 1 is subject to the specific conditions that are proposed for the regional consents that are required for underground activities.</p>
C44	<p>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>The objectives of the Dewatering and Settlement Monitoring Plan are to:</p> <ul style="list-style-type: none"> c. Outline the monitoring systems in place for dewatering, groundwater and settlement and the requirements for these systems in accordance with the relevant consent conditions; d. Identify trigger limits that will indicate when contingency mitigation and/or monitoring may be necessary; and e. 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. 	
C45	<p>The Dewatering and Settlement Monitoring Plan must include, as a minimum for each Area:</p> <ul style="list-style-type: none"> a. Detail a programme to monitor and assess the effects of the activities on land settlement and the groundwater hydraulic regime; b. Details of settlement monitoring markers and piezometers to be established for the Area in accordance with the EGL Ground Settlement Report (including those specific markers for Area 1) and submitted with the application 	<p>Dalmour Pty Ltd</p> <p>Mitchell Daysh: As above regarding Area 1.</p>



	<p>documents (reference WAI-985-000-REP-LC-0050, application doc B.13);</p> <p>c. Detail the requirement to monitor ground settlement at a minimum of six monthly intervals, and for Area 1, to be initially monitored at least 6 months before the commencement of mining and at least annually thereafter; and</p> <p>d. 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.</p>	
	<i>Reporting</i>	
C46	<p>In the event that monitoring undertaken in accordance with the Dewatering and Settlement Monitoring Plan shows that:</p> <p>a. A tilt greater than 1 in 1,000 occurs between any two network monitoring locations and that tilt affects infrastructure or buildings on land not owned by the Consent Holder; or</p> <p>b. There is a significant variance from the predicted settlement rates in that Plan; or</p> <p>c. Dewatering results in adverse impacts on aquifer systems such that existing authorised groundwater supplies used for domestic, stock or other purposes are adversely impacted;</p> <p>Within 20 days of receiving the results of the monitoring, the Consent Holder must provide a written report to the Councils that includes:</p> <p>i. An explanation of the cause of the tilting or adverse effect on groundwater abstraction point(s);</p> <p>ii. Proposed contingency measures to remedy or mitigate the adverse effect, including the timing for implementation of those measures; and</p> <p>iii. The steps the Consent Holder proposes to take in order to prevent any further occurrence of the situation.</p> <p>The Consent Holder must implement any contingency measures identified in the report within the stated time limit.</p>	



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, subject to any amendments that may be made under Conditions C8-C8D.	
C47A	<p>The objective of the approved 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>To achieve this objective, the ELMP-WUG must include performance indicators in relation to the following:</p> <ul style="list-style-type: none"> i. <u>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;</u> ii. Terrestrial Ecological Management Plan – which seeks to provide an approach for managing and monitoring fauna values associated with site clearance as part of mining activities; iii. Vegetation Remediation Plan – which seeks to guide impact management for vegetation clearance above ground within the Coromandel Forrest Park; iv. <u>Management of Plant Pathogens and Invasive Species – which seeks to outline the methods and protocols to be implemented to minimise risk of plant pathogens and weeds;</u> iii.v. Aquatic Fauna Salvage and Relocation Plan – which details the processesed for native aquatic fauna (fish, kōura and mussel) salvages and relocation methods as required across several watercourses within the Site; and iv.vi. 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 	<p>Alliance Ecology. It is considered that performance indicators and stated outcomes should be addressed by consent conditions and not left to management plans.</p> <p>Mitchell Daysh: Disagree. The framework for these performance indicators is set out in i to vii. There may need to be some flexibility retained to adapt the indicators through time and as such these properly belong in the management plan. Having said this, the addition of i and iv into the condition should assist.</p> <p>Alliance Ecology. The WAPMP and Frog monitoring plan sit outside this Plan. These documents need to be cross-referenced or integrated into the ELMP-WUG to ensure the objective and scope align.</p> <p>The WAPMP and Native Frog Monitoring Plan have been retained as separate plans due to their size and scope. A cross-reference to them will be made in the ELMP-WUG</p>



	<p>v.vii. Landscape and Visual Mitigation Plan – which seeks to guide management of anticipated landscape outcomes. visible change in the landscape the physical, associative and experiential attributes of the landscape, including visual amenity.</p>	<p>Integrated Landscape and Ecological Response Plan</p> <p>– always been in the ELMP, but previously missed off this list.</p> <p>Girvan evidence in reply</p> <p>Mansergh Graham</p>
C47B	<p>The objective of the approved 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).</p> <p>To achieve this objective, the ELMP-WA must include the performance indicators in relation to the following:</p> <p>i. <u>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;</u></p> <p>ii. Residual Effects Offset Plan – which seeks to determine the quantum of conservation actions required to offset the effects on terrestrial ecology values within the three Waihi components of the Waihi North Project, in order to demonstrate an overall Net positive outcome for ecological values;</p>	<p>Alliance Ecology. It is considered that performance indicators and stated outcomes should be addressed by consent conditions and not left to management plans.</p> <p>Mitchell Daysh: As above</p> <p>Integrated Landscape and Ecological Response Plan – always been in the ELMP, but previously missed off this list.</p> <p>Bentley & Co. Correction</p>



	<p>ii-iii. Planting Plan – which seeks to identify the areas where enhancement, offsetting and/or buffer planting is required on site to address residual effects to flora and fauna;</p> <p>iv. <u>Management of Plant Pathogens and Weeds – which seeks to outline the methods and protocols to be implemented to minimise risk of plant pathogens and weeds;</u></p> <p>v. <u>Pest Animal Management Plan – which seeks to outline the methods to be implemented to control pest animals throughout mitigation areas</u></p> <p>iii-vi. Lizard Management Plan – which seeks to outline the ways in which to capture and relocated any indigenous lizards prior to and during vegetation removal activities;</p> <p>iv-vii. Avifauna Management Plan – which seeks to outline the methods that will be used to minimise the effects of the vegetation clearance and land disturbance activities on avifauna;</p> <p>v-viii. Bat Management Plan – which seeks to identify 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;</p> <p>vi-ix. Aquatic Fauna Salvage and Relocation Plan - which details the processed for native aquatic fauna (fish, kōura and mussel) salvages and relocation methods as required across several watercourses within the Site;</p> <p>x. <u>Stream Diversion and Development Plan – which seeks to identify how stream ecological functions will be maintained or improved following the diversion of two streams;</u></p> <p>xi. <u>Stream Enhancement Riparian Planting Plan – which details restoration riparian planting that will occur along stream edges; and</u></p> <p>vii-xii. Landscape and Visual Mitigation Plan – which seeks to guide management of visible change in the landscape.</p>	<p>Mitchell Daysh: Accepted</p> <p>Section / plan enhanced following comments from DOC.</p> <p>Pest Animal Management Plan always been in the ELMP, but previously missed off this list.</p> <p>Stream Diversion and Development Plan, and Stream Enhancement Riparian Planting Plan have been linked into the ELMP at the request of DOC and WRC.</p>
C48	<p>Any amended version of an ELMP must as a minimum:</p> <p>a. Remain consistent with the objectives of the ELMP as set out in Conditions C47A and C47B;</p>	



	<ul style="list-style-type: none"> 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 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>By 30 June each year the Consent Holder must engage a suitably qualified and experienced ecologist <u>and a suitably qualified landscape architect</u> 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>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; 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. 	<p>Mansergh Graham</p> <p>Accepted: Girvan evidence in reply</p> <p>Alliance Ecology. Conditions should be included to require ecological monitoring and reporting to Council prior to, during and post-construction and operation to determine if specific ELMP objectives and performance measures are being met</p> <p>Mitchell Daysh: the reporting cadence is annual. As such all of the referred to phases will be accounted for in reporting against the achievement of objectives and performance indicators.</p>



PEER REVIEW PANEL

C50	The Consent Holder must engage, at its 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/advice received by the Councils from the Peer Review Panel do not constitute acceptance by Council(s) that the requirements of any conditions of consent have been satisfied unless written confirmation is provided by Council(s).</i></p>	
C52	<p>The Panel must include technical specialists who between them have demonstrated expertise in the following fields:</p> <ol style="list-style-type: none"> Geotechnical engineering, with recognised experience in: <ol style="list-style-type: none"> Underground mine construction and mining techniques; Open pit construction and rock mechanics; Design and construction of rock storage facilities; and Design and construction of tailings storage facilities. Geochemistry, with recognised experience in the management of acid rock drainageAMD; Hydrogeology; Rehabilitation, with recognised experience in mine revegetation, rehabilitation, and closure; Ecology; and Tikanga Māori. <p>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 expertise identified in e.</p> <p>There may be any number of individuals on the Panel, provided the necessary areas of expertise are covered.</p>	<p>Alliance Ecology. Relative to the achievement and verification of the intended net gain outcomes, an ecologist should be included as one of the technical experts on the review panel.</p> <p>Mitchell Daysh: Accepted</p> <p>Amended at request of WRC who noted that acid rock drainage is not restricted to rocks that generate acidity but can also include rocks that generate neutral metalliferous drainage.</p>



	<i>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 Classification Management certified under Condition C5.</i>	
C53 A	With the exception of the Tikanga Māori specialist identified in C.52(e), members of the Panel identified in Condition C52 must be approved by the Councils prior to appointment to the Panel.	<p>Bentley & Co. As the Councils are not reliant on the Peer review Panel to satisfy the requirements of any conditions of consent, it is unclear why this condition is proposed. Alternatively, amend the wording to 'require' input from the Councils.</p> <p>Mitchell Daysh: These provisions inserted at the request of WRC. Agree not necessary but WRC may have a different view.</p>
C53B	<p>In the instance that there is agreement between the Councils that a member of the Peer Review Panel is not fulfilling their role in accordance with Condition C51, the Councils can terminate that members position on the Panel.</p> <p>In the instance that such termination results in the absence of a suitable representative for the fields identified in Condition C52, a new Panel member must be instated in accordance with Condition C50.</p>	<p>As above.</p> <p>Mitchell Daysh: These provisions inserted at the request of WRC. Agree not necessary but WRC may have a different view.</p>
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, subject to the prior approval of the Councils.	<p>Bentley & Co. As above, the Councils do not have a role in this process.</p> <p>As above</p>
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	<p>The Consent Holder must provide the Council <u>(for their information)</u> with copies of all reports prepared by the Panel immediately after they have been provided to the Consent Holder.</p> <p>This condition does not apply to draft reports.</p>	<p>Bentley & Co. Amended for clarity.</p> <p>Mitchell Daysh: Accepted</p> <p>Other consents require input from this peer review panel. Including:</p> <ul style="list-style-type: none"> > The WRC consents which authorise the establishment and operation of TSF3; > The WRC consents which authorise the establishment and operation of GOP TSF; > The WRC consents which authorise the establishment and operation of NRS; > The WRC consents which authorise the establishment and operation of Willows RS.

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> <ol style="list-style-type: none"> a. Management plans referred to in Condition C4 must be posted within 3 months of the date of commencement of this consent; b. Management plans referred to in Condition C5 must be posted as soon as they have been certified by the Councils; c. Compliance monitoring reports must be posted immediately after they have been accepted by the Councils; and d. 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

	<i>Rehabilitation and Closure Plan</i>	
C60	<p>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.</p> <p>Certification is required to verify that the Rehabilitation and Closure Plan:</p> <ol style="list-style-type: none"> Includes actions, methods, and monitoring programmes as appropriate to meet the objective in Condition C61; and Satisfies the requirements in Condition C62; and Is consistent with the identified outcomes and performance standards contained in the ELMPs 	<p>Mansergh Graham</p> <p>Girvan evidence in reply: retain c but refine as shown.</p>
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"> The Mine Site, and any structures on it (that are retained), will remain stable, self- sustaining, and in a rehabilitated state; and 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; ; The mine site landscape 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 The Proposed Closure Concept Plans shall include the integration of works undertaken through the ELMPs and meet the requirements of the anticipated landscape outcomes relevant performance standards contained in the ELMPs (except for temporary mitigation works). 	<p>Bentley & Co. Edit for clarification</p> <p>Mitchell Daysh: Accepted</p> <p>Mansergh Graham</p> <p>Refined to align with Girvan evidence in reply</p>
C62	<p>The Rehabilitation and Closure Plan must be in two parts:</p> <ol style="list-style-type: none"> 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 	



	<p>be proposed during that period and report on any such works undertaken during the previous year;</p> <p>b. Part B must:</p> <ul 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 <p>Include a programme for monitoring of water discharges from the Mine Site and associated trigger levels to ensure best practicable options are being utilised to avoid adverse effects on aquatic life or other users of the water resources.</p> <p><u>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, inclusive of those which overlap physically, spatially and operationally with the Areas common to this application.</u></p>	<p>Bentley & Co. Inserted to require integration/alignment</p> <p>Mitchell Daysh: Accepted</p>
C63	<p>The Rehabilitation and Closure Plan must be reviewed and updated annually. The updated Rehabilitation and Closure Plan must be submitted to the Peer Review Panel.</p>	<p>Bentley & Co. This is superfluous, as Condition C51 includes this item</p> <p>Mitchell Daysh: Accepted</p>
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> <ul style="list-style-type: none"> a. Removing all fencing and ventilation evasé, drill site infrastructure, campsites, helipads and other mining infrastructure; b. 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; c. Capping all ventilation shafts with a structural cap or stabilised backfill; d. Grouting drillholes and removing any contaminated soil; e. Undertaking weed control / surveillance for a period of two years at cleared sites in accordance with the WUG Vegetation 	



	<p>Remediation provisions included in the WUG Ecology and Landscape Management Plan;</p> <p>f. Backfilling any underground void where geotechnical conditions require this to ensure long term stability; and</p> <p>g. Ensuring that once all mining and dewatering have been completed the necessary works are undertaken to ensure there are no adverse effects on:</p> <p>i. The natural flows of any surface water body identified as Natural State Water Body (in the Waikato Regional Plan) being those referenced as being potentially affected by stoping activities in the Wharekirauponga Hydrology Modelling report prepared by GHD Limited, except that associated with the re-emergence of the warm spring located at NZTM E1850258, N5868719; and</p> <p>ii. 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.</p>	
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> <p>a. Removing mining infrastructure from Area 2 when no longer required, unless such infrastructure can be utilised for other lawful purposes or is otherwise consented;</p> <p>b. Removing the potentially acid forming material from the Willows Rock Stack;</p> <p>c. Undertaking validation sampling of the Willows Rock Stack footprint in accordance with the Waste Classification Management Plan certified under Condition C5(t) to assess whether in-situ material is potentially acid forming;</p> <p>d. Applying sufficient lime to any area where potentially acid forming material is identified during validation sampling undertaken in accordance with (bc) to achieve a Net <u>Neutralisation</u> Potential Ratio of 1.2 for the upper 0.6 metres of in-situ material prior to rehabilitation of the area;</p> <p>e. Revegetating the Willows Rock Stack footprint, including resspreading of stockpiled topsoil;</p> <p>f. Reinstating and rehabilitating the waterway impacted by the Willows Rock Stack, to include riparian planting in accordance with (hg), and the installation of stock exclusion fencing around the waterway;</p>	<p>Bentley & Co. Amended for consistency and clarity</p> <p>Mitchell Daysh: Accepted</p> <p>Change in response to WRC request.</p> <p>Correction</p> <p>Mitchell Daysh: Accepted</p>



	<ul style="list-style-type: none"> g. Restoration and riparian planting in general accordance with Figure A – Proposed Closure – WUG Surface Facilities Area annexed 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 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 the <u>each</u> portal for a distance of 100 metres; and b. Re contouring any boxcuts as required to ensure long term stability. 	<p>Bentley & Co. For clarity</p> <p>Mitchell Daysh: Accepted</p>
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 protect water quality and avoid soil erosion. 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 long term stability. f. Unless <u>mining</u> infrastructure can be utilised for other lawful purposes <u>or is otherwise consented</u>, removal of buildings and structures that protrude above ground level, in accordance with the Rehabilitation and Closure Plan required by Condition C60; 	<p>Bentley & Co. Amend for consistency</p> <p>Mitchell Daysh; Accepted</p>



	<p>g. Restoring and recontouring disturbed landforms to blend in with the surrounding landforms; and</p> <p>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 Attachment 2 to these conditions.</p>	
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> <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; 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 Attachment 2 to these conditions.</p>	<p>Bentley & Co. Amend for consistency</p> <p>Mitchell Daysh: Accepted</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 protect water quality and avoid soil erosion;</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 protect water quality and avoid soil erosion;</p>	<p>WRC requested that this be further defined. This is considered to not be necessary as it will be covered in the design detail.</p>



	<p>c. Unless otherwise agreed in writing by the Councils, 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>Advise 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. 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 Plan;</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 Attachment 2 to these conditions.</p>	
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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> <p>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]</p>	
	Rehabilitation Bond	
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> <p>a. 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;</p> <p>b. Other than for surface activities in Area 1, secure the completion of rehabilitation and closure in accordance with the certified Rehabilitation and Closure Plan;</p> <p>c. 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;</p>	These are the existing rehabilitation bond conditions imposed on Project Martha with updates such that they cover all Waihi North Project activities.



	<p>d. Enable the Councils to undertake monitoring and management of the Mine Site excluding Area 1 until completion of closure of the site; and</p> <p>e. Enable the Councils, in the event of the bond being called upon, to purchase Industrial and Special Risk Insurance in the sum of \$17 million (2025 dollars) and public liability insurance to the sum of \$7 million (2025 dollars).</p> <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>	<p>Bentley & Co. It is unclear what has determined these base figures. There is no assessment/report provided in the application to determine the suitability of these values, or what they are derived from – with ref to the matters referred to in Condition C75 and C76</p> <p>Mitchell Daysh: No change proposed. Refer to legal submissions.</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.	
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 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. The parties shall bear their own costs in connection with the arbitration. In all other respects, 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</p>	



	not exercise this consent if the variation of the existing bond or new bond is not provided in accordance with this condition.	
C79	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).	
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	All costs relating to the rehabilitation bond must be paid by the Consent Holder.	
	Trust	
C82	<p>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, <u>Borrow Areas</u>, and Tailings Storage Facility 3 including the activities authorised under this consent. The Trust's purposes and powers shall be:</p> <ol style="list-style-type: none"> To take legal title after completion of the closure of the <u>Mine</u> 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; 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, Tailings Storage Facility 2 and Tailings Storage Facility 1A and the park (and proposed pit lake if acceptable to LINZ) remain in a stable, self-sustaining, rehabilitated state; To obtain any resource consents that may be required after completion of the closure of the <u>Mine</u> site and the expiration or surrender of this consent; Without limiting the above, to take out reasonable insurance cover against relevant and insurable risks; 	<p>Bentley & Co. The items deleted are not the subject of this application. Items/edits added for consistency and completeness.</p> <p>Mitchell Daysh: Accepted</p> <p>Bentley & Co. In this condition, the Mine Site needs to be defined relative to what is being closed to trigger this</p> <p>Mitchell Daysh: Accepted</p> <p>It is proposed that the footprint of Gladstone Open Pit Tailings Storage Facility, Northern Rock Stack and Tailings Storage Facility 3 be added to the Trust Land.</p> <p>These conditions are as per those imposed on Project Martha, but with</p>



	<p>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, Tailings Storage Facility 2, Tailings Storage Facility 1A, the park and proposed pit lake; and</p> <p>f. To invest any funds held to generate the necessary income to pay for the above purposes.</p> <p>These purposes and powers shall be recorded in a Trust Deed approved by the Councils. The Trust Deed must provide:</p> <p>g. That the Councils shall have the power to appoint two trustees each to the Trust;</p> <p>h. That the Councils shall jointly have the power, after consultation with Ngati Tamatera, to appoint one additional trustee representing Ngati Tamatera; and</p> <p>i. That Te Runanga a Iwi o Ngati Tamatera Incorporated shall have the power to appoint one advisory trustee to represent Ngati Tamatera.</p> <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>	<p>appropriate amendments to incorporate this additional land.</p> <p>There may need to be an amendment to the trust deed to ensure the Martha Trust is authorised to take title to land pursuant to consents granted under the FTAA in addition to the RMA. This is a matter to be addressed by OGNZL and the Councils</p> <p>Bentley & Co. It is for the Trust to agree to these terms as being party that is responsible for fulfilling the consent conditions. HDC query whether it is necessary for a consent condition to be included to transfer the consent to the Trust.</p> <p>Bentley & Co. It is not for HDC to determine the involvement of third parties, or which iwi is to be involved, and HDC are not involved/empowered in respect of the IAG, and Condition C10 does not give this agreement function to the IAG.</p> <p>Conditions replicate what is already in the Trust Deed and have been previously accepted by WRC and HDC.</p>
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	<p>The Trust Deed must provide that upon the completion of closure of the <u>Mine</u> 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, Storage 2, Storage 1A, the park and proposed pit lake. The Water Treatment Plant must be in good working condition at the time the transfer of it to the Trust is completed.</p>	<p>Bentley & Co. In this condition, the Mine Site needs to be defined relative to what is being closed to trigger this.</p> <p>Bentley & Co. The items deleted are not the subject of this application. Items added for consistency and completeness.</p> <p>Mitchell Daysh: Accepted</p>
	<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	<p>The amount of the capitalisation bond shall be fixed annually by the Councils and cover:</p> <ol style="list-style-type: none"> 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. 	



	<p>Such estimated costs shall include the costs of investigation, prevention, and remediation of any adverse effect;</p> <p>b. The estimated costs of monitoring for and of any adverse effect and of measures taken to avoid, remedy, or mitigate any adverse effect;</p> <p>c. Provision for contingencies;</p> <p>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</p> <p>e. Provision for the reasonable remuneration of the trustees having regard to their duties and responsibilities as trustees;</p> <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>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>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>	<p>Bentley & Co. HDC is concerned that there is no explanation of the terms/parameters that such an assessment is to contain, or what acceptance, approval, or certification process this is to follow.</p> <p>Mitchell Daysh: No change proposed. Refer to legal submission.</p>
C90	<p>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.</p>	
C91	<p>The capitalisation bond may be varied, cancelled, or renewed at any time by agreement between the Consent Holder and the Councils.</p>	
C92	<p>The capitalisation bond shall expire upon the settlement on the Trust by the Consent Holder of the required capital sum.</p>	
C93	<p>All costs relating to the capitalisation bond must be paid by the Consent Holder.</p>	<p>Bentley & Co. HDC is concerned to understand whether 'all costs' are inclusive of those costs that may be incurred as a consequence of a disagreement between the parties, and the related processes this</p>



		<p>may entail including, for example, in respect of the risk assessment.</p> <p>Mitchell Daysh: No change proposed. Refer to legal submissions.</p>
C94	<p>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.</p>	
C95	<p>The conditions relating to the capitalisation bond and the Trust form an integrated whole and are not severable.</p>	

