

F.02 – Analysis of Overlapping Land Use Consent Conditions

Identification of existing land use consent conditions, their ongoing relevance and the extent to which they will be superseded by the MP4 land use consent

CORONATION PROJECT

Coronation Project – WDC 201.2013.360.1, DCC LUC-2013-225A		
#	Condition	Comment
	Pursuant to the Resource Management Act 1991, the Waitaki District Council and Dunedin City District Council grants its consent to Oceana Gold (New Zealand) Limited for gold mining operations involving: (a) The extraction of minerals and overburden by mechanical means from the Coronation pit shown on “Coronation Project October 2013 WDC/DCC LUC Consents Map 1” annexed; (b) The transport, treatment and processing of minerals extracted from the Coronation pit; (c) The stacking, deposit and storage of substances considered to contain any mineral from the Coronation pit; (d) The deposit of waste rock produced by Coronation pit on the Coronation waste rock stack shown on “Coronation Project October 2013 WDC/DCC LUC Consents Map 1” annexed and described at (a) above and the deposit of waste rock as backfill into the Coronation pit; (e) The construction, maintenance and use of a haul road from Coronation pit to gold processing plant; (f) The construction and use of two haul road crossings (approximately centred at grid reference NZTM 2000 1397100E 4975800N Horse Flat Road and NZTM 2000 1398200E 4974200N Golden Point Road); (g) The use and storage of diesel and explosives; (h) The construction and use of temporary buildings; (i) The de-commissioning, rehabilitation, de-construction or dismantling of the mine and of any structures and works resulting from activities set out in paragraphs a-g above; (j) The construction, operation and maintenance of silt ponds and silt control facilities necessary for controlling runoff from Coronation mining operation; (k) The formation of a pit lake in the Coronation pit. The duration of this consent shall be 35 years.	This condition lists operational and closure activities that will all be provided for by the MP4 land use consent going forward. It remains relevant only to the extent it describes what was originally authorised by this consent.

"**Act**" means the Resource Management Act 1991, and includes all amendments to the Act, and any enactments made in substitution for the Act

Definitions remain relevant

"**Project Overview and Annual Work and Rehabilitation Plan**" means the Project Overview and Annual Work and Rehabilitation Plan required by Condition 3.

"**Building**" means any temporary or permanent structure.

"**Building Work**" means work for or in connection with the construction, alteration, operation, demolition or removal of a building and includes site work. of a building and includes site work.

"**Councils**" means the Waitaki District Council and the Dunedin City Council and includes its successors, and also includes any person to whom the consent authorities delegate or transfers any of its functions, powers and duties as a consent authority under the Act.

"**Disturbed Land**" means any land where the soil has been removed or modified and includes any waste rock stacks, or any other structures that have not been rehabilitated with soil and vegetation;

"**Exploration**" means any activity undertaken for the purpose of identifying mineral deposits or occurrences and evaluating the feasibility of mining particular deposits or occurrences of one or more minerals; and includes any drilling, dredging, or excavations (whether surface or sub-surface) that are reasonably necessary to determine the nature and size of a mineral deposit or occurrence; and "to explore" has a corresponding meaning.

"**Landscape Architect**" means a professional member of the New Zealand Institute of Landscape Architects Inc or equivalent body.

"**Life of the Macraes Gold Project**" means the period ending when all mining operations at Macraes cease.

"**Macraes Ecological District**" means the area described by the Department of Conservation (James Bibby), 1997: Macraes ecological district: survey report for the Protected Natural Areas Programme, ISBN 0478019254, 9780478019254 and as also defined in McEwen, W.M. (1987): Ecological regions and districts of New Zealand, incorporating third revised edition in four 1:500 000 maps (Part 4). New Zealand Biological Resources Centre publication No. 5. 125p + maps.

"**Mining**" means to take, win, or extract, by whatever means, a mineral existing in its natural state in land, or a chemical substance from that mineral, for the purpose of obtaining the mineral or chemical substance; but does not include prospecting or exploration; and "to mine" has a corresponding meaning.

"**Mining Operations**" means operations in connection with mining, exploring, or prospecting for any mineral, gold, including –

- (a) The extraction, transport, treatment, processing, and separation of any gold mineral; and
- (b) The construction, maintenance, and operation of any works, structures, and other land improvements, and of any machinery, and equipment, connected with such operations; and
- (c) The removal of overburden by mechanical or other means, and the stacking, deposit, storage, and treatment of any substance considered to contain any mineral; and
- (d) The deposit or discharge of any mineral, material, debris, tailings, refuse, or wastewater produced from or consequent on, any such operations; and
- (e) The doing of all lawful acts incidental or conducive to any such operations -when carried out at or near the site where the mining, exploration, or prospecting is carried out.

"**ORC**" means the Otago Regional Council and includes its successors, and also includes any person to whom the council delegates or transfers any of its functions, powers and duties under the Act

"**Prospecting**" means any activity undertaken for the purpose of identifying land likely to contain exploitable mineral deposits or occurrences; and includes:

- (a) Geological, geochemical, and geophysical surveys;
- (b) The taking of samples by hand or hand held methods; and
- (c) Aerial Surveys, -

and "to prospect" has a corresponding meaning.

"**Site work**" means work on a building site, including earthworks, preparatory to or associated with the construction, alteration, demolition or removal of a building.

"**Structure**" includes a dam and a waste rock stack.

"**Supporting documents**" means the supporting documents listed as Appendices 1- 17, and Addendums to the application lodged and receipted by the Councils on June 2013, and also includes all other material (including statements of evidence and submissions) provided by the applicant to the consent authority in support of the application for the consent.

"**Rehabilitation objectives and terms**" means the rehabilitation, objectives and terms set out in Condition 4.

"**Works**" includes any excavation, drilling and includes a road.



Coronation Project – WDC 201.2013.360.1, DCC LUC-2013-225A

1.1 – General Conditions	This consent shall be exercised substantially in accordance with the Coronation application for resource consent lodged to, and receipted by, the Councils in June 2013, including the Assessment of Environmental Effects and all Supporting Documents (which are deemed to be incorporated in, and form part of this consent), except to the extent that any condition in this consent is inconsistent with such material. If there is an inconsistency the conditions and terms of this consent shall prevail.	Condition remains relevant
1.2 – General Conditions	Pursuant to Section 125(1) of the Resource Management Act 1991 this consent shall lapse on the expiry of five years after the date of issue of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1) (b) of the Act, the Councils may grant a longer period of time.	Conditions now redundant
1.3 – General Conditions	The consent holder shall notify the Councils in writing of the first exercise of this consent.	
1.4 – General Conditions	In addition to the fees payable for the processing of this application, where further site inspections are required to monitor compliance with any of the conditions, the Councils may render an account to the consent holder for additional monitoring fees at the rate prescribed in the Annual Plan on the basis of time involved.	Conditions remain relevant
1.5 – General Conditions	In the event of any non-compliance with the conditions of this consent, the consent holder shall notify the Councils within 24 hours of the non-compliance being detected. Within five working days the consent holder shall provide written notification to the Councils providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non-compliance, the steps taken to remedy the situation and steps taken to avoid any future occurrence of the non-compliance.	
1.6 – General Conditions	The Councils may, in accordance with sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions in the last week of March in any year: for the purposes of: (a) Dealing with any adverse effect on the environment which may arise from the exercise of this consent and which is appropriate to deal with at a later stage (b) Ensuring the conditions of this consent are appropriate, (c) Ensuring rehabilitation is completed in accordance with the rehabilitation conditions of this consent; (d) Requiring the consent holder to adopt the best practicable option to remove or reduce any adverse effect on the environment.	
1.7 – General Conditions	The Councils may, within 6 months of receipt of the Coronation Project Addendum to the MPIII Cultural Impact Assessment prepared by Kai Tahu Ki Otago on behalf of Te Rūnanga o Moeraki, Te Runanga o Otakou and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2013, serve notice of its intention under Sections 128 and 129 to review the conditions of this consent for the purpose of amending or adding conditions to avoid, remedy or mitigate any adverse effects on cultural values and associations from activities authorised under this consent.	Condition now redundant
1.8 – General Conditions	The consent holder shall remedy or adequately mitigate any adverse effect on the environment from the exercise of this consent which becomes apparent after the expiry of this consent.	Conditions remain relevant only to the activities that remain authorised by this consent and not the MP4 land use consent
1.9 – General Conditions	Prior to the expiry of this consent, the consent holder shall ensure that all rehabilitation and everything necessary to comply with the conditions of this consent has been completed.	
2.1 – Location	The pit, waste rock stack and haul road shall not materially exceed those footprints shown on “Coronation Project October 2013 WDC/DCC LUC Consents Map 1” annexed.	Limitations superseded by the MP4 land use consent
2.2 – Location	2.2 All waste rock stacks shall be formed so that the whole footprint of the stack is used as shown on “Coronation Project October 2013 WDC/DCC LUC Consents Map 1” annexed unless the waste rock stack is reduced proportionally.	



3.1 – POAWRP

The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Councils by 31 March each year that will cover the forthcoming year (1 July to 30 June). The consent holder may, at any time, submit to the Councils an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to:

- (a) A description and timeline of intended mining activities for the duration of mining operations including a plan showing the location and contours of all existing and proposed structures at completion of mining;
- (b) A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months;
- (c) A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months;
- (d) An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan;
- (e) Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months;
- (f) A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps;
- (g) A description and analysis of any non-compliance with any conditions of consent that have occurred in the last 12 months and the steps that were taken to deal with it and the results of those steps;
- (h) A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation is proposed or has been undertaken as a result of a non-compliance event and/or any adverse effects on the environment;
- (i) A summary description of all Management Plans and Manuals required under this landuse consent and any resource consents issued by ORC and details of any review or amendment of any of the Management Plans or Manuals;
- (j) An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months;
- (k) A detailed section on rehabilitation including, but not limited to the following:
 - i. The total area of disturbed land during the mining of Coronation, including the haul road, yet to receive rehabilitation and indicative rehabilitation dates for various areas of the mine site;
 - ii. The area of additional disturbed land in the coming year that will require future rehabilitation;
 - iii. The area of disturbed land rehabilitated in the previous year;
 - iv. The area of disturbed land proposed to be rehabilitated in coming year;
 - v. A description of rehabilitation planned for the life of mine at Coronation;
 - vi. A description of proposed rehabilitation methods for any area, including proposed topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months.;
 - vii. The details of the location, design (including shape form and contour) and construction of all permanent structures;
 - viii. Drainage details for any disturbed land and recently rehabilitated areas;
 - ix. Details of any vegetation to be used as part of rehabilitation for the next 12 month period;
 - x. Detailed results of any revegetation trials.
- (l) A description of any rehabilitation problems encountered and the steps being taken to resolve these problems;
- (m) An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;
- (n) An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;
- (o) An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;
- (p) A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months in accordance with Condition 20; and
- (q) Any other information required by any other condition of this consent and any related consent.

Operational requirements superseded by the MP4 land use consent



3.2 – POAWRP	Each year the consent holder shall provide the Chair of Macraes Community Incorporated, Kāti Huirapa ki Puketeraki, Te Runanga o Otakou and Te Rūnanga o Moeraki with a copy of each Project Overview and Annual Work and Rehabilitation Plan.	
3.3 – POAWRP	The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.	
3.4 – POAWRP	The consent holder shall provide the Councils with any further information, or report, which the Councils may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Councils.	
3.5 – POAWRP	The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.	
3.6 – POAWRP	The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.	
4.1 – Rehabilitation	The rehabilitation objectives to be achieved by the consent holder are:- (a) To ensure short and long term stability of all structures and works and their surrounds; (b) To avoid maintenance after completion of rehabilitation requirements; (c) To protect soil from erosion and to protect water from contaminants affected by mining operations; (d) To stabilise and rehabilitate the banks and surrounds of any waterbodies; (e) To return land as closely as possible to its original condition, including any exotic pastoral and indigenous species appropriate to the area; and (f) To visually integrate finished structures, land-forms and vegetation into the surrounding landscape so they appear to be naturally occurring features; and, (g) To control invasive environmental weeds, including wilding conifers, in the Disturbed Land for the Life of the Macraes Gold Project	Rehabilitation conditions superseded by the MP4 land use consent
4.2 – Rehabilitation, Earth Shaping and Visual	The consent holder shall locate, form and shape all earthworks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. If earthworks cannot be fully naturalised, the consent holder shall minimise the extent of their visibility and maximise their integration into the surroundings.	
4.3 – Rehabilitation, Earth Shaping and Visual	The consent holder shall use a Landscape Architect in the planning and design of all permanent earthworks and structures.	
4.4 – Rehabilitation, WRS	The consent holder shall design and construct the waste rock stack in accordance with the following principles: (a) Slopes shall be suitably concave or convex in cross-profile to match nearby natural slopes; (b) Slope gradients shall be no steeper than nearby natural surfaces; (c) Transitions between natural and formed surfaces shall be rounded and naturalised; (d) Contours should be curvilinear in plan form, in keeping with original natural contours in that area; (e) The skyline shall be variable and curved, simulating natural skylines; (f) New landforms shall be aligned and located so they seem to continue, not cut across, existing landscape patterns; and (g) Silt ponds shall be removed and the site rehabilitated or be converted to stock water drinking ponds following completion of mining operations and rehabilitation.	



4.5 – Rehabilitation, WRS	Where practicable the waste rock shall be backfilled into pits in order to minimise the size of waste rock stack	
4.6 – Rehabilitation, WRS	Prior to the commencement of the Coronation waste rock stack, the consent holder shall in consultation with the Councils, design the shape and construction details of the stack. The final design and construction details shall be lodged with the Councils and include a report prepared by a Landscape Architect that includes, but is not limited to, the following: (a) A detail description of the proposed waste rock stack; (b) A detailed description of adjoining landforms; including (c) A detailed discussion on how the proposed waste rock stack meets the principles set out in condition 4.4 (a) – (f).	
4.7 – Rehabilitation, WRS	If after commencement of the construction of the Coronation waste rock stack, the consent holder wishes to change the design or construction details it shall design the changes in consultation with the Councils. The design or construction changes shall be lodged with the Councils. The change document shall include a report by a Landscape Architect that details the proposed changes and reassess whether the design changes better meet the principles set out in condition 4.4 (a) – (f).	
4.8 – Rehabilitation, Soil	The consent holder shall, as far as practicable, stockpile soil from any disturbed land, unless the soil is required to be left in place to protect water and soil values.	
4.9 – Rehabilitation, Soil	All salvaged soil shall be used on disturbed land for rehabilitation purposes.	
4.10 – Rehabilitation, Revegetation	The consent holder shall in accordance with the rehabilitation objectives undertake progressive rehabilitation of disturbed land as operational activities allow. It shall be revegetated with: (a) Exotic pastoral species; and (b) Tussock species which are as far as practicable sourced from the Macraes Ecological District.	
4.11 – Rehabilitation, Revegetation	The consent holder shall maintain vegetation cover until the expiry of this consent and ensure that the vegetation, including any vegetation established on disturbed land, shall be self-sustaining after expiry.	
4.12 – Rehabilitation, Soil and Vegetation Monitoring	At three yearly intervals, the consent holder shall complete a review of all soil and pasture on land that has been rehabilitated. The first review shall be not later than the third anniversary of the commencement of this consent. The review shall include, but not be limited to, the following: (a) Monitoring for ground cover, species components, plant nutrition status, soil organic matter and concentrations of exchangeable nutrients in the soil; (b) Analysis and interpretation of the monitoring results by a suitably qualified soil or agricultural scientist; (c) Evaluation of the vegetation and its potential to be self-sustaining for pastoral farming after mining ceases; and (d) Any necessary recommendations for future rehabilitation, including plant species or varieties to be used, cultivation and seeding methods to be introduced, or fertilisers to be used; and, (e) A copy of the review will be forwarded to the Councils and Department of Conservation within three months of the review being completed.	
5.1 – Site Decommissioning and Closure	The consent holder shall submit to the Councils a Site Decommissioning Plan, not less than 12 months before completion of the operations.	Site decommissioning and closure conditions superseded by the MP4 land use consent



5.2 – Site Decommissioning and Closure	The Site Decommissioning Plan shall include but not be limited to: (a) A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, pit lakes, roads, water storage reservoirs or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire; (b) A summary of rehabilitation completed to date, and details of rehabilitation required to fulfil the conditions of this consent and any related consents; (c) Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment; (d) Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents; (e) Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure activities are carried out in accordance with the conditions of this consent; (f) Details of measures to protect public safety, including any fencing yet to be completed; (g) The costs of complying with (a)-(f) above.	
5.3 – Site Decommissioning and Closure	The consent holder shall remove all buildings, plant and equipment (whether attached to the land or not) associated with site decommissioning. This condition does not apply to: (a) Any waste rock stacks, permanent earthworks, silt pond, waterbody, road or other works and any associated plant and equipment which under this or any other resource consent is permitted or required to remain after decommissioning or after this consent expires; (b) Any monitoring structure required by this or any other resource consent to remain after the expiry of this consent.	
6.1 – Complaints	The consent holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to: (a) name and location of site where the problem is experienced; (b) nature of the problem; (c) date and time problem occurred, and when reported; (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.	Operational requirements superseded by the MP4 land use consent
6.2 – Complaints	The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 3 of this consent and provided to the Councils on request.	
7.1 – Blasting and Vibration	The consent holder shall ensure that blasting practices minimise air and ground borne vibration. Fly-rock shall be minimised and all blasting procedures shall be carried out so as to ensure the safety of employees and the public. No blasting shall occur when the weather is unsuitable.	
7.2 – Blasting and Vibration	Blasting shall be restricted to within the following hours: Monday-Friday 9am to 5.30pm Saturday and Sunday 10am to 4.30pm	
7.3 – Blasting and Vibration	Details of blasting method, strength of the blast and time of blast shall be entered into a record kept for that purpose and shall be available to the Councils on request. This information shall also be included in the monitoring report, required under Condition 9.	
7.4 – Blasting and Vibration	Vibration due to blasting or any other activity associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the consent holder, shall not exceed a peak particle velocity measured in the frequency range 3-12 Hz of 5 mm/sec provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 10 mm/sec at any time.	



7.5 – Blasting and Vibration	Airblast overpressure from blasting associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the consent holder shall not exceed a peak non-frequency-weighted (Linear or flat) level of 115 decibels (dB), provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 120 dB (Linear peak) at any time. For the purpose of this consent, C-frequency-weighting may be considered equivalent to the Linear or Flat-frequency-weighting. Note: The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.
8.1 – Noise, Noise Limits	The consent holder shall ensure that all construction and operation activities associated with the mining operations are designed and conducted so that the following noise limits are not exceeded at the locations specified in Condition 8.2: (a) On any day between 7 am to 9 pm (daytime): 50 dBA Laeq; and (b) On any day between 9.00 pm to 7.00am the following day (night-time): 40dBA Laeq; and/or 70 dBA Lamax.
8.2 – Noise, Measurement Locations	Noise measurements shall be taken at the notional boundary of any dwelling not owned by the consent holder. Note: The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.
8.3 – Noise, Measurement and Assessment	All noise measurements referred to in Conditions 8.1 and 8.2 above shall be measured in accordance with the provisions of NZS 6801:2008 Acoustics: Measurement of Environmental Sound, and shall be assessed in accordance with the provisions of NZS 6802:2008 Acoustics: Environmental Noise.
8.4 – Noise, Measurement and Assessment	Prior to the commencement of mining, the consent holder shall install double glazing on the dwelling at 406 Horse Flat Road owned by C A and E M Howard. The glazing shall include one layer of 6mm laminated glass for noise reduction purposes. A mechanical ventilation system shall also be installed in the dwelling that will supply supplementary fresh air ducted from outside to bedrooms and living spaces.
9.1 – Monitoring of Noise, Airblast and Vibration	Prior to exercise of this consent, the consent holder shall update the Noise, Airblast and Vibration Monitoring Plan. The plan shall include but not be limited to: (a) Details of the monitoring locations, the frequency of monitoring and the method of measurement and assessment in accordance with Conditions 7.4, 7.5 8.1 and 8.2 (b) Procedures for recording blasting method, strength of the blast and time of blast; and (c) Procedures for addressing non-compliant results and notification of the Councils.
9.2 – Monitoring of Noise, Airblast and Vibration	The consent holder shall exercise this consent in accordance with the Noise, Airblast and Vibration Monitoring Plan. The consent holder shall review the plan annually and if necessary update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Councils shall be provided with any updates of the plan within one month of any update occurring.
9.3 – Monitoring of Noise, Airblast and Vibration	The consent holder shall produce a report each year summarising the results of the Noise, Airblast and Vibration Monitoring. The report shall be included in the Project Overview and Annual Work and Rehabilitation Programme.
9.4 – Monitoring of Noise, Airblast and Vibration	All measurements from the monitoring programmes shall be recorded and shall be made available to the Councils on request.
9.5 – Monitoring of Noise, Airblast and Vibration	In addition to conditions 9.1 to 9.4, noise monitoring shall be conducted by a suitably qualified and experienced acoustic expert to verify that the trucking activities associated with the mining operations comply with the noise limits set out Condition 8 at the notional boundary of the dwelling shown on “Coronation Project October 2013 WDC/DCC LUC Consents Map 1” annexed are complied with. The monitoring is to be carried out within one month of the haul trucks carrying ore to the processing plant and once 12 months later, and at any other time requested by the Waitaki District Council. The results are to be provided to the Councils within one week of undertaking the measurements.
10.1 – Lighting	All flood lighting luminaires that could potentially cause a glare nuisance or a traffic hazard shall be fitted with shields and, as far as is practicable, orientated so that the principal output is directed away from residences and traffic.



Coronation Project – WDC 201.2013.360.1, DCC LUC-2013-225A

11.1 – WRS	The Coronation waste rock stack shall be designed for operating basis earthquake (OBE) with a recurrence interval of 150 years and maximum design earthquake (MDE) with a recurrence interval of 2,500 years and otherwise shall otherwise be designed in accordance with sound engineering practice.	WRS conditions will be superseded by the MP4 land use consent
11.2 – WRS	The consent holder shall engage a suitably qualified geotechnical engineer to design the waste rock stack. A construction report shall be prepared for the waste rock stack and this report provided to the Councils prior to the commencement of construction of the waste rock stack. The report shall include details of site formation, design construction, appearance, and testing for stability of the waste rock stack, and shall include evaluation of the long-term stability and performance of the waste rock stack.	
11.3 – WRS	The Coronation waste rock stack shown on “Coronation Project October 2013 WDC/DCC LUC Consents Map 1” annexed shall not exceed the following height 730Mrl.	
12.1 – Final Pit Lakes	The pit lake shall, at all times, have sufficient freeboard to fully contain waves induced by landslides and earthquakes.	Pit lake conditions will be superseded by the MP4 land use consent
12.2 – Final Pit Lakes	No less than twelve months prior to commencement of filling of the pit lake, the consent holder shall provide the Councils with a Closure Manual for the lake. The manual shall include, but not be limited to: (a) Details of how Condition 12.1 shall be achieved; (b) Details of the lake filling, including but not limited to mean flow-rates, location of inflows and the quality of the discharge; and (c) Details of the long term pit wall stability.	
12.3 – Final Pit Lakes	The consent holder shall exercise this consent in accordance with the Closure Manual. The consent holder shall review the manual annually and if necessary update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The consent holder shall provide the Councils with any updates of the plan within one month of any update occurring	
13.1 – Roading	Within 6 months of pit excavations ceasing the consent holder shall reinstate for public use that part of Golden Point Road south of Horse Flat Road shown on “Coronation Project October 2013 WDC/DCC LUC Consents Map 1” annexed.	All roading conditions will be superseded by the MP4 land use consent
13.2 – Roading	To achieve the reinstatement the following work must be completed: (a) The haul road shall be decommissioned, and replaced with a public road that has a minimum road reserve of 15 metres in width, and a carriageway of 5 metres in width; (b) The public road shall be formed to a minimum 150 mm sub-base and a base course of 100mm AP4O with a wearing course of AP2O; (c) The road shall also be delineated and marked to a public road standard; (d) Design and construction details shall be lodged with the Waitaki District Council for its approval.	
13.3 – Roading	Within 6 months of pit excavations ceasing, the consent holder shall define and vest to the respective Councils a legal road of no less than 20m wide that approximately follows the red line shown on the annexed Figure 3 CORONATION – MATHESON ROAD (dated 27 February 2014). Depending on the extent of pit excavations, the road may be south or west of that red line to be nearer the edge of the pit excavation. The road shall be unformed but prior to vesting, shall be graded to a standard enabling it to be used as a fine weather track for four wheel drive vehicles. The consent holder shall not have any ongoing responsibility to maintain the track or any form of public access along this unformed road as a consequence of this grading.	
13.4 – Roading	The consent holder shall provide unformed pedestrian access that generally follows the orange line south of Horse Flat Road shown on “Coronation Project October 2013 WDC/DCC LUC Consents Map 1” annexed. Advice Note: All road stopping, temporary road closures and vesting of new road reserve is to be completed under other relevant statutes.	
14.1 – Heritage	Prior to commencement of any land disturbance, the consent holder shall engage a suitably qualified and experienced archaeologist to complete an archaeological survey of the Coronation mine site and shall include all land proposed to be disturbed.	Conditions now redundant



14.2 – Heritage	Within six months of the date of issue of consents, the consent holder shall update the consent holder’s Heritage Management Plan for the Macraes site in consultation with the New Zealand Historic Places Trust to include the Coronation Project area. The objective of the Heritage Management Plan shall be to avoid the modification or destruction of any identified heritage site unless there is no other reasonable option and to inform and guide the consent holder on the future management of heritage sites in consultation with the New Zealand Historic Places Trust that includes but is not limited to: (a) Providing a map of the archaeological sites to be modified or destroyed, and a detailed plan and photographic record for each archaeological site; (b) Providing a map of the archaeological sites that are to remain unaffected by the mining operation (c) Methods to record in situ material; (d) Methods to recover artefacts discovered from historic workings and procedures to record and, if necessary, save material	
14.3 – Heritage	The consent holder shall provide a copy of the revised Heritage Management Plan to the Councils within 2 months of any update occurring.	Heritage conditions will be superseded by the MP4 land use consent
14.7 – Heritage	If the consent holder (a) Discovers koiwi tangata (human skeletal remains), or Maori artefact material, the consent holder shall without delay: i. Notify the Consent Authority, Tangata whenua and New Zealand Historic Places Trust and in the case of skeletal remains, the New Zealand Police. ii. Stop work within the immediate vicinity of the discovery to allow a site inspection by the New Zealand Historic Places Trust and the appropriate runanga and their advisors, who shall determine whether the discovery is likely to be extensive; if a thorough site investigation is required and whether an Archaeological Authority is required. iii. Any koiwi tangata discovered shall be handled and removed by tribal elders responsible for the tikanga (custom) appropriate to its removal or preservation. Advice note: An archaeological authority from the Trust may be required before work can proceed. 14.8 Site work shall recommence following consultation with the Councils, the New Zealand Historic Places Trust, Tangata whenua, and in the case of skeletal remains, the NZ Police, provided that any relevant statutory permissions have been obtained.	
14.9 – Heritage	If the consent holder disturbs any feature or archaeological material discovered that predates 1900, or heritage material, or disturbs a previously unidentified archaeological or heritage site, the consent holder shall without delay: (a) Stop work within the immediate vicinity of the discovery or disturbance; and (b) Advise the New Zealand Historic Places Trust, and in the case of Maori features or materials, the Tangata whenua, and if required, shall make an application for an Archaeological Authority pursuant to the Historic Places Act 1993; and (c) Arrange for a suitably qualified archaeologist to undertake a survey of the site. (d) The results of the survey shall be forwarded to the Councils and the New Zealand Historic Places Trust.	



15.1 – Nature Conservation and Landscape Values

Prior to exercising this consent the consent holder shall engage a suitably qualified and experienced ecologist to prepare and submit to the Councils a Coronation Project Ecological Management Plan (“EMP”). The purpose of the EMP is to ensure compliance with conditions of this consent and otherwise to minimise the actual and potential adverse effects on the threatened species and general ecological values. The EMP shall be developed and prepared in consultation with the Department of Conservation and the consent holder shall provide a copy to the Department of Conservation, ORC and Councils. The EMP shall:

Nature conservation and landscape values conditions remain relevant only to the management of ecological areas outside the Coronation Mining Area.

- (a) Include sections covering vegetation management, lizard management avifauna management and aquatic management;
- (b) Have the following objectives of the EMP shall be:
 - i. To minimise the adverse effects from the implementation of the Coronation Project on indigenous vegetation; resident lizard populations; indigenous avifauna and aquatic biota;
 - ii. To maintain and enhance riparian systems and man-made waterbodies.
- (c) Detail the methods by which the objectives set out in Condition 15.1(b) shall be achieved, including:
 - i. protection and enhancement of Cranky Jims wetland area;
 - ii. transplanting of threatened plants;
 - iii. rehabilitation planting of Disturbed Land with species including *Chionochloa rigida* subsp. *Rigida* (narrow-leaved snow tussock), *Festuca nz* and *Poa cita*; and
 - iv. fencing of areas to be protected (if any);
 - v. environmental weed control, including wilding conifer;
 - vi. minimisation of construction effects;
 - vii. monitoring;
 - viii. mammalian herbivore control;
 - ix. relocation of lizard species, if necessary;
 - x. investigation of existing waste rock stacks for potential lizard habitat.
- (d) Address aquatic mitigation required to ensure the objectives set out in condition 15.1(b) are achieved, , including:
 - i. identifying populations of aquatic fauna that are to be protected. This shall include, but not be limited to, freshwater crayfish (Koura) and flathead galaxiids.
 - ii. identifying the threatening processes that are affecting the identified populations, including assessing whether reduced flows arising from the exercise of this consent will adversely affect galaxiid populations between the project area and monitoring point MB01;
 - iii. identifying the location of the new habitat that the populations will be translocated to. Preference will be given to translocating Koura to within the Maori Hen Creek catchment unless in the expert opinion of the ecologist this would result in a poorer outcome for the Koura than translocating them elsewhere;
 - iv. identifying threats to any translocated populations in their new habitat, such as predation and seasonal flow variations;
 - v. providing a detailed methodology that identifies how and when the identified populations are to be protected or how adverse effects on identified populations will be mitigated;
 - vi. providing a framework for the monitoring and reporting of mitigation activities; and
 - vii. providing a methodology to allow for the evaluation of the effectiveness of the mitigation activities.
- (e) The consent holder shall implement the programme of activities specified in the EMP and in any subsequent EMP reports created pursuant to condition 15.2(c).
- (f) Any translocation of species undertaken shall not adversely affect any existing population of native fish.



15.2 – Nature Conservation and Landscape Values	The consent holder shall engage a suitably experienced and qualified ecologist, to prepare an annual report: (a) Describing the works and other actions completed by the consent holder in the previous twelve months in order meet the purpose and objectives of the EMP; and (b) Evaluating the progress of the rehabilitation planting of disturbed land and enhancement planting of offsite areas, and its potential to be self-sustaining after mining ceases. (c) Describing what methods are to be implemented in the following 12 months in order to meet the purpose and objectives of the EMP. The consent holder shall provide the Councils and Department of Conservation with a copy of the report by no later than 31 July each year.
15.3 – Nature Conservation and Landscape Values	The consent holder shall set aside one area of approximately 95ha of indigenous vegetation and wetlands in the Cranky Jims wetland area (as indicatively shown marked in red on the Cranky Jims wetland area (plan annexed as appendix 2) and protect, fence and manage these as appropriate to provide: (a) Protection and enhancement of Cranky Jims wetland though the control of exotic rushes, fostering of rare species characteristic of the Macraes Ecological District and through plantings of indigenous plants such as <i>Carex tenuiculmis</i>, <i>Isolepis basilaris</i>, <i>Gratiola concinna</i>, <i>Tetrachondra hamiltonii</i>, <i>Cardamine</i> “Tarn”, <i>Crassula speciss</i> and <i>Iphegenia nz</i>; and (b) Protection and enhancement of rare and endangered plants including <i>Celmisia hookeri</i>, <i>Olearia bullata</i>, <i>Chionochloa rubra</i> subsp. <i>Cuprea</i> as appropriate; and (c) Protection and enhancement of bird and lizard habitat; and (d) For grazing by cattle and sheep to be limited to no more than one stock unit per hectare and for farming activities that would adversely effect the area, namely ploughing, fertilising, burning and vegetation clearance, to be prohibited. (e) The area may be sown with pasture seed, but the decision as to how much area is to be sewn, and pasture type shall be made in consultation with the Department of Conservation. (f) All plantings shall be maintained and mortalities above 20% within 12 months of planting shall be replaced.
15.4 – Nature Conservation and Landscape Values	The Department of Conservation shall be consulted over the location of any fence lines required to achieve the objectives contained in condition 15.3 above.
15.5 – Nature Conservation and Landscape Values	The final boundaries of the areas to be set aside in accordance with 15.3 above shall be determined, in consultation with the Department of Conservation, by the ecologist engaged under Condition 15.2 and a plan showing the areas shall be submitted to the Consent Authority within 6 months of the commencement of this consent. The required fencing work shall be completed within 12 months of the consent holder exercising this consent.
15.6 – Nature Conservation and Landscape Values	In relation to the areas set aside under 15.3 above, within 12 months of completion of fencing, in order to control invasive environmental weeds in the areas the consent holder, in consultation with the Department of Conservation, shall develop and implement a monitoring and management programme for the control of invasive environmental weeds during the life of the Macraes Gold Project. The purpose of the programme will be to ensure that invasive environmental weeds are targeted for control. To achieve this, the consent holder shall identify and document the extent of invasive environmental weeds within the site at the commencement of the consent and target the environmental weeds to zero density using manual and/or herbicide treatment. Thereafter, each spring, during the term specified within this condition, the consent holder engage a suitably experienced and qualified ecologist, who is familiar with the Macraes Ecological District to survey the extent of invasive environmental weed species and recommend control measures as appropriate. A copy of the recommendations shall be forwarded to the Councils and the consent holder shall carry out the recommended control measures.
15.7 – Nature Conservation and Landscape Values	In relation to the areas set aside under conditions 15.3 above, within 12 months of completion of fencing, to control mammalian herbivores the consent holder, in consultation with the Department of Conservation, shall engage a suitably qualified and experienced ecologist to recommend a mammalian herbivore control programme. The consent holder shall carry out a mammalian herbivore control programme in accordance with recommendations made by the ecologist. Control measures may include but will not be limited to trapping and baiting. The purpose of the programme will be to ensure the density of mammalian herbivores such as rabbits, possums, pigs and deer are at the following densities during the life of the Macraes Gold Project: (a) Rabbits- Modified McLeans scale 2 or less; (b) Possums- residual trap catch of 4% or less; (c) Pigs and deer- zero density.



15.8 – Nature Conservation and Landscape Values	The consent holder shall within 36 months of exercising the consent register a QEII covenant, or equivalent covenant approved by the Councils such as a conservation covenant under the Reserves Act 1977, against the relevant land titles, recognising the protection of the areas referred to in Condition 15.3 above.	
16.1 – Fencing	Stock-proof fencing shall be used to keep livestock away from all working areas.	Fencing conditions superseded by the MP4 land use consent
16.2 – Fencing	On the completion of mining operations the consent holder shall ensure that all fences, required to restrict people and/or stock for safety purposes, are installed and maintained. This shall include fences to be installed and maintained around Coronation pit lake.	
17.1 – Management of Hazardous Substances	The Consent Holder shall ensure that all fuels and oils used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves.	Operational requirements superseded by the MP4 land use consent
17.2 – Management of Hazardous Substances	Refuelling, lubrication and any mechanical repairs shall be undertaken in a manner that provides sufficient mitigation measures to ensure that no spillages onto the land surface or into water occur.	
18.1 – Bonds, Obligations to be secured	The consent holder shall provide and maintain in favour of the Councils one or more bonds to secure: (a) The performance and completion of rehabilitation in accordance with the conditions of this consent; and (b) The carrying out of the monitoring required by the conditions of this consent; and (c) The remediation of any adverse effect on the environment that may arise from the exercise of this consent; and (d) Compliance with conditions 18.13 - 18.17 of this consent.	Bond conditions remain relevant to the performance of obligations in the ecological areas to which this consent relates outside the Coronation Mining Area. In respect of the mining activities, the bond conditions are superseded by the MP4 land use consent. OGNZL's intention is for the MP4 bond and trust conditions to prevail across all consents, including in relation to existing ecological areas. These conditions can be rationalised by s127 variation at a later date.
18.2 – Bonds, When to be provided	Before the commencement of this consent, the consent holder shall provide to the Councils one or more bonds required by Condition 18.1	
18.3 – Bonds, Form	Subject to the other provisions of this condition, any bond shall be in the form and on the terms and conditions approved by the Councils.	
18.4 – Bonds, Surety	Any bond shall be given or guaranteed by a surety acceptable to the Councils.	
18.5 – Bonds, Surety	The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.	
18.6 – Bonds, Amount	The amount of each bond shall be fixed annually by the Councils which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.	



18.7 – Bonds, Amount	The amount of the bond(s) shall include: (a) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. (b) The estimated costs of: i. Monitoring in accordance with the monitoring conditions of the consent; ii. Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; iii. Monitoring any rehabilitation required by this consent. (c) Any further sum which the consent authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
18.8 – Bonds, Amount	The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
18.9 – Bonds, Amount	If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Councils may, in writing, vary the amount of the bond(s).
18.10 – Bonds, General	While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
18.11 – Bonds, General	Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Councils.
18.12 – Bonds, Costs	The costs (including the costs of the consent authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
18.13 – Bonds, Expiry or Surrender	For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Councils one or more bonds.
18.14 – Bonds, Expiry or Surrender	The amount of the bond to be provided under Condition 18.13 shall include the amount (if any) considered by the Councils necessary for: (a) Completing rehabilitation in accordance with the conditions of this consent. (b) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. (c) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. (d) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. (e) Contingencies.
18.15 – Bonds, Expiry or Surrender	Without limitation, the amount secured by the bond given under Condition 18.13 may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
18.16 – Bonds, Expiry or Surrender	The bond(s) required by Condition 18.13 must be provided on the earlier of: (a) 12 months before the expiry of this consent; (b) Three months before the surrender of this consent.



18.17 – Bonds, Expiry or Surrender	Conditions 18.3, 18.4, 18.5, 18.8, 18.9, 18.10 and 18.11 apply to the bond(s) required by Condition 18.13.	
19.1 – Public Liability Insurance	The consent holder shall effect and keep current public liability insurance for an amount not more than twenty million dollars. The amount shall be determined by the Councils in consultation with the consent holder.	Public liability insurance conditions superseded by the MP4 land use consent
19.2 – Public Liability Insurance	The indemnity expressed in the insurance policy shall be sufficiently wide in its coverage so as to include claims arising from damage caused by structural failure, or damage resulting from fire or explosion and all fire fighting costs resulting from the consent holder’s operations in respect of the land and from any accidental or otherwise spillage of any chemical or reagent and/or resulting clean up and restoration costs and the costs of mitigation of those events.	
19.3 – Public Liability Insurance	The consent holder shall on request provide the Councils a copy of the insurance policy and the receipt evidencing payment of the premium in respect of any such policy.	
19.4 – Public Liability Insurance	The consent holder shall also indemnify the Councils against any claim arising from the public use of public roads for the time being under control of the consent holder.	
20.1 – Closure of Operations	The consent holder shall annually supply to the Councils a contingency plan for the early closure of the mine, as part of the Project Overview Annual Work and Rehabilitation Programme. This contingency plan shall be updated annually. The plan shall address the objectives listed in Condition 4 and include: (a) An evaluation of the residual risk of the operation with regard to the neighbouring community and environment; and (b) A plan for the long term management of the site, in particular the area of open pits or consequent lakes and include details of on-going maintenance and monitoring requirements and restrictions on future use. (c) Describe in detail what needs to be done to: i. Decommission the mine site in accordance with this consent; ii. Rehabilitate the mine site in accordance with this consent; iii. Comply with other conditions relevant to cessation of mining; and iv. The costs needed to comply with (i)-(iii).	Closure conditions superseded by the MP4 land use consent



CORONATION NORTH PROJECT

Coronation North Project – WDC 201.2016.779, DCC LUC-2016-234		
#	Condition	Comment
	Pursuant to the Resource Management Act 1991, the Waitaki District Council and Dunedin City Council grants its consent to Oceana Gold (New Zealand) Limited for gold mining operations involving: (a) The extraction of minerals and overburden by mechanical means from the Coronation North pit and expanded Coronation Pit shown on “Coronation & Coronation North Project WDC/DCC LUC Consents Map 1” annexed; (b) The transport, treatment and processing of minerals extracted from the Coronation North pit and expanded Coronation Pit; (c) The stacking, deposit and storage of substances considered to contain any mineral from the Coronation North pit and expanded Coronation Pit; (d) The deposit of waste rock produced by Coronation North pit and expanded Coronation Pit on the Coronation and Coronation North waste rock stacks shown on “Coronation & Coronation North Project WDC/DCC LUC Consents Map 1” annexed and described at (a) above and the deposit of waste rock as backfill into the Coronation North and Coronation pits; (e) The construction and use of the Coal Creek Reservoir shown on “Coronation & Coronation North Project WDC/DCC LUC Consents Map 1” annexed and described at (a) and (d) above; (f) The construction, maintenance and use of a haul road from Coronation North area to the gold processing plant; (g) The construction and use of two haul road crossings (approximately centred at grid reference NZTM 2000 1397100E 4975800N Horse Flat Road and NZTM 2000 1398200E 4974200N Golden Point Road); (h) The use and storage of diesel and explosives; (i) The construction and use of temporary buildings; (j) The de-commissioning, rehabilitation, de-construction or dismantling of the mine and of any structures and works resulting from activities set out in paragraphs (a) – (i) above; (k) The construction, operation and maintenance of silt ponds and silt control facilities necessary for controlling runoff from the Coronation and Coronation North mining operation; (l) The formation of a pit lake in the Coronation North pit and the formation of a pit lake in the expanded Coronation pit. The duration of this consent shall be 35 years.	Clause (e) of this condition remains relevant as it relates to activities that will occur outside of the MP4 land use consent area. Otherwise, this condition lists operational and closure activities that will all be provided for by the MP4 land use consent going forward. It remains relevant only to the extent it describes what was originally authorised by this consent.
	DEFINITIONS "Act" means the Resource Management Act 1991, and includes all amendments to the Act, and any enactments made in substitution for the Act. "Project Overview and Annual Work and Rehabilitation Plan" means the Project Overview and Annual Work and Rehabilitation Plan required by Condition 3. "Building" means any temporary or permanent structure "Building Work" means work for or in connection with the construction, alteration, operation, demolition or removal of a building and includes site work. "Councils" means the Waitaki District Council and the Dunedin City Council and includes its successors, and also includes any person to whom the consent authorities delegate or transfer any of its functions, powers and duties as a consent authority under the Act. “Disturbed Land” means any land where the soil has been removed or modified and includes any waste rock stacks, or any other structures that have not been rehabilitated with soil and vegetation. "Exploration" means any activity undertaken for the purpose of identifying mineral deposits or occurrences and evaluating the feasibility of mining particular deposits or occurrences of one or more minerals; and includes any drilling, dredging, or excavations (whether surface or sub-surface) that are reasonably necessary to determine the nature and size of a mineral deposit or occurrence; and "to explore" has a corresponding meaning.	Definitions remain relevant

"Landscape Architect" means a professional member of the New Zealand Institute of Landscape Architects Inc. or equivalent body.

"Life of the Macraes Gold Project" means the period ending when all mining operations at Macraes cease.

"Macraes Ecological District" means the area described by the Department of Conservation (James Bibby), 1997: Macraes ecological district: survey report for the Protected Natural Areas Programme, ISBN 0478019254, 9780478019254 and as also defined in McEwen, W.M. (1987): Ecological regions and districts of New Zealand, incorporating third revised edition in four 1:500 000 maps (Part 4). New Zealand Biological Resources Centre publication No. 5. 125p + maps.

"Mining" means to take, win, or extract, by whatever means, a mineral existing in its natural state in land, or a chemical substance from that mineral, for the purpose of obtaining the mineral or chemical substance; but does not include prospecting or exploration; and "to mine" has a corresponding meaning.

"Mining Operations" means operations in connection with mining, exploring, or prospecting for any mineral, gold, including –

- (a) The extraction, transport, treatment, processing, and separation of any gold mineral; and
- (b) The construction, maintenance, and operation of any works, structures, and other land improvements, and of any machinery, and equipment, connected with such operations; and
- (c) The removal of overburden by mechanical or other means, and the stacking, deposit, storage, and treatment of any substance considered to contain any mineral; and
- (d) The deposit or discharge of any mineral, material, debris, tailings, refuse, or wastewater produced from or consequent on, any such operations; and
- (e) The doing of all lawful acts incidental or conducive to any such operations - when carried out at or near the site where the mining, exploration, or prospecting is carried out.

"Nga Runanga" means Te Runanga o Moeraki, Kati Huirapa Runaka ki Puketeraki and Te Runanga o Otakou.

"ORC" means the Otago Regional Council and includes its successors, and also includes any person to whom the council delegates or transfers any of its functions, powers and duties under the Act.

"Prospecting" means any activity undertaken for the purpose of identifying land likely to contain exploitable mineral deposits or occurrences; and includes:

- (a) Geological, geochemical, and geophysical surveys;
- (b) The taking of samples by hand or hand held methods; and
- (c) Aerial Surveys, - and "to prospect" has a corresponding meaning.

"Site work" means work on a building site, including earthworks, preparatory to or associated with the construction, alteration, demolition or removal of a building.

"Structure" includes a dam and a waste rock stack.

"Supporting documents" means the supporting documents listed as Appendices 1 - 22, and Addendums to the application lodged and receipted by the Councils in May 2016, and also includes all other material (including further information in response to s92 RMA requests, statements of evidence and submissions) provided by the applicant to the consent authorities in support of the application for the consent.

"Rehabilitation objectives and terms" means the rehabilitation, objectives and terms set out in Condition 4.

"Works" includes any excavation, drilling and includes a road.

1.1 – General Conditions	This consent shall be exercised substantially in accordance with the Coronation North application for resource consent lodged to, and receipted by, the Councils in May 2016, including the Assessment of Environmental Effects and all Supporting Documents (which are deemed to be incorporated in, and form part of this consent), except to the extent that any condition in this consent is inconsistent with such material. If there is an inconsistency the conditions and terms of this consent shall prevail.	Condition remains relevant
1.2 – General Conditions	Pursuant to Section 125(1) of the Resource Management Act 1991 this consent shall lapse on the expiry of five years after the date of issue of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1) (b) of the Act, the Councils may grant a longer period of time.	Conditions now redundant
1.3 – General Conditions	The consent holder shall notify the Councils in writing of the first exercise of this consent.	
1.4 – General Conditions	In the event of any non-compliance with the conditions of this consent, the consent holder shall notify the Councils within 24 hours of the non-compliance being detected. Within five working days the consent holder shall provide written notification to the Councils providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non-compliance, the steps taken to remedy the situation and steps taken to avoid any future occurrence of the non-compliance.	Conditions remain relevant



1.5 – General Conditions	The Councils may, in accordance with sections 128 and 129 of the Act, serve notice on the consent holder of its intention to review the conditions in the last week of March in any year for the purposes of: (a) Dealing with any adverse effect on the environment (including cultural values) which may arise from the exercise of this consent and which is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent, (b) Ensuring the conditions of this consent are appropriate, (c) Ensuring rehabilitation is completed in accordance with the rehabilitation conditions of this consent; (d) Requiring the consent holder to adopt the best practicable option to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.	
1.6 – General Conditions	The Councils may, within 6 months of receipt of the Coronation North Project Cultural Impact Assessment prepared by Kai Tahu Ki Otago on behalf of Te Rūnanga o Moeraki, Te Runanga o Otakou and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2016, serve notice of its intention under Sections 128 and 129 of the Act to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) from activities authorised under this consent on cultural values and associations.	Condition now redundant
1.7 – General Conditions	The consent holder shall remedy or adequately mitigate any adverse effect on the environment from the exercise of this consent which becomes apparent after the expiry of this consent.	Conditions remain relevant only to the activities that remain authorised by this consent and not the MP4 land use consent
1.8 – General Conditions	Prior to the expiry of this consent, the consent holder shall ensure that all rehabilitation and everything necessary to comply with the conditions of this consent has been completed. Advice note: In addition to the fees payable for the processing of this application, where further site inspections are required to monitor compliance with any of the conditions, the Councils may render an account to the consent holder for additional monitoring fees at the rate prescribed in the Annual Plan on the basis of time involved.	
2.1 – Location	The pits, waste rock stacks, water reservoir and haul road shall not materially exceed those footprints shown on “Coronation & Coronation North Project WDC/DCC LUC Consents Map 1” annexed.	Condition remains relevant to the Coal Creek Dam. Limitations otherwise superseded by the MP4 land use consent.
2.2 – Location	(a) Coronation waste rock stack shall be formed so that the whole footprint of the stack is used as shown on “Coronation Project WDC/DCC LUC Consents Map 1” annexed unless the waste rock stack is reduced proportionally. (b) Coronation North waste rock stack shall be formed in accordance with Condition 4.5.	Limitations superseded by the MP4 land use consent
3.1 – POAWRP	The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Councils by 31 March each year that will cover the forthcoming year (1 July to 30 June). The consent holder may, at any time, submit to the Councils an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to: (a) A description and timeline of intended mining activities for the duration of mining operations including a plan showing the location and contours of all existing and proposed structures at completion of mining; (b) A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; (c) A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; (d) An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; (e) Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; (f) A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps;	Operational requirements superseded by the MP4 land use consent except in relation to Coal Creek Dam



- (g) A description and analysis of any non-compliance with any conditions of consent that have occurred in the last 12 months and the steps that were taken to deal with it and the results of those steps;
- (h) A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation is proposed or has been undertaken as a result of a non-compliance event and/or any adverse effects on the environment;
- (i) A summary description of all Management Plans and Manuals required under this land use consent and any resource consents issued by ORC and details of any review or amendment of any of the Management Plans or Manuals;
- (j) An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months;
- (k) A detailed section on rehabilitation including, but not limited to the following:
 - i. The total area of disturbed land during the mining of Coronation North, including the haul road, yet to receive rehabilitation and indicative rehabilitation dates for various areas of the mine site;
 - ii. The area of additional disturbed land in the coming year that will require future rehabilitation;
 - iii. The area of disturbed land rehabilitated in the previous year;
 - iv. The area of disturbed land proposed to be rehabilitated in coming year;
 - v. A description of rehabilitation planned for the life of mine at Coronation North;
 - vi. A description of proposed rehabilitation methods for any area, including proposed topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months.;
 - vii. The details of the location, design (including shape form and contour) and construction of all permanent structures;
 - viii. Drainage details for any disturbed land and recently rehabilitated areas;
 - ix. Details of any vegetation to be used as part of rehabilitation for the next 12 month period;
 - x. Detailed results of any revegetation trials.
- (l) A description of any rehabilitation problems encountered and the steps being taken to resolve these problems;
- (m) An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;
- (n) An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;
- (o) An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;
- (p) A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months in accordance with Condition 20; and
- (q) Any other information required by any other condition of this consent and any related consent.

3.2 – POAWRP	Each year the consent holder shall provide the Chair of Macraes Community Incorporated, Kāti Huirapa ki Puketeraki, Te Runanga o Otakou and Te Rūnanga o Moeraki with a copy of the Project Overview and Annual Work and Rehabilitation Plan.
3.3. – POAWRP	The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.
3.4 – POAWRP	The consent holder shall provide the Councils with any further information, or report, which the Councils may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Councils.
3.5 – POAWRP	The consent holder shall exercise this consent in accordance with all defined conditions and the current Project Overview and Annual Work and Rehabilitation Plan.
3.6 – POAWRP	The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan



4.1 – Rehabilitation	The rehabilitation objectives to be achieved by the consent holder are:- (a) To ensure short and long term stability of all structures and works and their surrounds; (b) To avoid maintenance after completion of rehabilitation requirements; (c) To protect soil from erosion and to protect water from contaminants affected by mining operations; (d) To stabilise and rehabilitate the banks and surrounds of any waterbodies; (e) To return land as closely as possible to its original condition, including any exotic pastoral and indigenous species appropriate to the area; and (f) To visually integrate finished structures, land-forms and vegetation into the surrounding landscape so they appear to be naturally occurring features; and, (g) To control invasive environmental weeds, including wilding conifers, in the Disturbed Land for the Life of the Macraes Gold Project.
4.2 – Rehabilitation, Earth Shaping and Visual	The consent holder shall locate, form and shape all earthworks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. If earthworks cannot be fully naturalised, the consent holder shall minimise the extent of their visibility and maximise their integration into the surroundings.
4.3 – Rehabilitation, Earth Shaping and Visual	The consent holder shall use a Landscape Architect in the planning and design of all permanent earthworks and structures.
4.4 – Rehabilitation, WRS	The consent holder shall design and construct the waste rock stack in accordance with the following principles: (a) Slopes shall be suitably shaped in cross-profile to match nearby natural slopes; (b) Slope gradients shall be no steeper than nearby natural surfaces; (c) Transitions between natural and formed surfaces shall be rounded and naturalised; (d) Contours should be curvilinear in plan form, in keeping with original natural contours in that area; (e) The skyline shall be variable and curved, simulating natural skylines; (f) New landforms shall be aligned and located so they seem to continue, not cut across, existing landscape patterns; and (g) Silt ponds shall be removed and the site rehabilitated or be converted to stock water drinking ponds following completion of mining operations and rehabilitation.
4.5 – Rehabilitation, WRS	The consent holder shall stage the construction of Coronation North Waste Rock Stack (WRS) as follows: (a) Waste rock deposition will commence in Area A shown on “Coronation North Waste Rock Stack Option Figure 1” annexed. (b) Once Area A is constructed to its maximum practicable extent, the consent holder shall next deposit waste rock in Area B shown on “Coronation North Waste Rock Stack Option Figure 1” annexed. (c) When Area B is constructed to its maximum practicable extent the consent holder shall finally deposit waste rock in Area C shown on “Coronation North Waste Rock Stack Option Figure 1” annexed. Advice note: The purpose of staging construction of the WRS is to avoid the deposit of waste rock in Area B or Area C, or as a minimum to defer the waste rock deposit in those areas. The consent holder has committed to examine the feasibility of expanding Area A of the waste rock stack as a means to reduce encroachment into an area recommended for protection (RAP).
4.6 – Rehabilitation, WRS	Where practicable the waste rock shall be backfilled into pits in order to minimise the size of waste rock stack.



4.7 – Rehabilitation, WRS	Prior to the commencement of the Coronation North waste rock stack, the consent holder shall in consultation with the Councils, design the shape and construction details of the stack. The final design and construction details shall be lodged with the Councils and include a report prepared by a Landscape Architect that includes, but is not limited to, the following: (a) A detailed description of the proposed waste rock stack; (b) A detailed description of the adjoining landforms; including their slopes and transitions; and (c) A detailed discussion on how the proposed waste rock stack meets the principles set out in condition 4.4 (a) – (f).	
4.8 – Rehabilitation, WRS	If after commencement of the construction of the Coronation North waste rock stack, the consent holder wishes to change the design or construction details it shall design the changes in consultation with the Councils. The design or construction changes shall be lodged with the Councils. The change document shall include a report by a Landscape Architect that details the proposed changes and reassess whether the design changes better meet the principles set out in condition 4.4 (a) – (f).	
4.9 – Rehabilitation, Soil	The consent holder shall, as far as practicable, stockpile soil from any disturbed land, unless the soil is required to be left in place to protect water and soil values.	
4.10 – Rehabilitation, Soil	All salvaged soil shall be used on disturbed land for rehabilitation purposes.	
4.11 – Rehabilitation, Revegetation	The consent holder shall in accordance with the rehabilitation objectives undertake progressive rehabilitation of disturbed land as operational activities allow. It shall be revegetated with: (a) Exotic pastoral species; and (b) Tussock species which are as far as practicable sourced from the Macraes Ecological District and include <i>Chionochloa rigida</i> subsp. <i>Rigida</i> (narrowleaved snow tussock) <i>Festuca novae-zelandiae</i> and <i>Poa cita</i>. Details of area, density and methods of planting are set out in the Ecological Management Plan required under Condition 15.	
4.12 – Rehabilitation, Revegetation	The consent holder shall maintain vegetation cover until the expiry of this consent and ensure that the vegetation, including any vegetation established on disturbed land, shall be self-sustaining after expiry.	
4.13 – Rehabilitation, Soil and Vegetation Monitoring	At three yearly intervals, the consent holder shall complete a review of all soil and pasture on land that has been rehabilitated. The first review shall be not later than the third anniversary of the commencement of this consent. The review shall include, but not be limited to, the following: (a) Monitoring for ground cover, species components, plant nutrition status, soil organic matter and concentrations of exchangeable nutrients in the soil; (b) Analysis and interpretation of the monitoring results by a suitably qualified soil or agricultural scientist; (c) Evaluation of the vegetation and its potential to be self-sustaining for pastoral farming after mining ceases; and (d) Any necessary recommendations for future rehabilitation, including plant species or varieties to be used, cultivation and seeding methods to be introduced, or fertilisers to be used; and, A copy of the review will be forwarded to the Councils and Department of Conservation within three months of the review being completed.	
5.1 – Site Decommissioning and Closure	The consent holder shall submit to the Councils a Site Decommissioning Plan, not less than 12 months before completion of the operations.	Site decommissioning and closure conditions superseded by the MP4 land use consent except in relation to Coal Creek Dam
5.2 – Site Decommissioning and Closure	The Site Decommissioning Plan shall include but not be limited to:	



- (a) A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, pit lakes, roads, water storage reservoirs or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire;
- (b) A summary of rehabilitation completed to date, and details of rehabilitation required to fulfil the conditions of this consent and any related consents;
- (c) Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment;
- (d) Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents;
- (e) Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure activities are carried out in accordance with the conditions of this consent;
- (f) Details of measures to protect public safety, including any fencing yet to be completed;
- (g) The costs of complying with (a)-(f) above.

5.3 – Site Decommissioning and Closure	The consent holder shall remove all buildings, plant and equipment (whether attached to the land or not) associated with site decommissioning. This condition does not apply to: (a) Any waste rock stacks, permanent earthworks, silt pond, waterbody, road or other works and any associated plant and equipment which under this or any other resource consent is permitted or required to remain after decommissioning or after this consent expires; (b) Any monitoring structure required by this or any other resource consent to remain after the expiry of this consent.	
6.1 – Complaints	The consent holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to: (a) name and location of site where the problem is experienced; (b) nature of the problem; (c) date and time problem occurred, and when reported; (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.	Operational requirements superseded by the MP4 land use consent except in relation to Coal Creek Dam
6.2 – Complaints	The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 3 of this consent and provided to the Councils on request.	
7.1 – Blasting and Vibration	The consent holder shall ensure that blasting practices minimise air and ground borne vibration. Fly-rock shall be minimised and all blasting procedures shall be carried out so as to ensure the safety of employees and the public. No blasting shall occur when the weather is unsuitable.	Operational requirements superseded by the MP4 land use consent and not relevant to Coal Creek Dam
7.2 – Blasting and Vibration	Blasting shall be restricted to within the following hours: Monday-Friday 9am to 5.30pm Saturday and Sunday 10am to 4.30pm	
7.3 – Blasting and Vibration	Details of blasting method, strength of the blast and time of blast shall be entered into a record kept for that purpose and shall be available to the Councils on request. This information shall also be included in the monitoring report, required under Condition 9.	
7.4 – Blasting and Vibration	Vibration due to blasting or any other activity associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the consent holder, shall not exceed a peak particle velocity measured in the frequency range 3-12 Hz of 5 mm/sec provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 10 mm/sec at any time.	
7.5 – Blasting and Vibration	Airblast overpressure from blasting associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the consent holder shall not exceed a peak non-frequency-weighted (Linear or flat) level of 115 decibels (dB), provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 120 dB (Linear peak) at any time. For the purpose of this consent, C-frequency-weighting may be considered equivalent to the Linear or Flat-frequency-weighting.	



Note: The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.

8.1 – Noise, Noise Limits	The consent holder shall ensure that all construction and operation activities associated with the mining operations are designed and conducted so that the following noise limits are not exceeded at the locations specified in Condition 8.2: (a) On any day between 7 am to 9 pm (daytime): 50 dBA Laeq; and (b) On any day between 9.00 pm to 7.00am the following day (night-time): 40dBA Laeq; and/or 70 dBA Lamax.	Operational requirements superseded by the MP4 land use consent except in relation to Coal Creek Dam
8.2 – Noise, Measurement Locations	Noise measurements shall be taken at the notional boundary of any dwelling not owned by the consent holder. Note: The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.	
8.3 – Noise, Measurement and Assessment	All noise measurements referred to in Conditions 8.1 and 8.2 above shall be measured in accordance with the provisions of NZS 6801:2008 Acoustics: Measurement of Environmental Sound, and shall be assessed in accordance with the provisions of NZS 6802:2008 Acoustics: Environmental Noise.	
9.1 – Monitoring of Noise, Airblast and Vibration	Prior to exercise of this consent, the consent holder shall prepare a Noise, Airblast and Vibration Monitoring Plan, which shall be provided to the consent authorities The plan shall include but not be limited to: (a) Details of the monitoring locations, the frequency of monitoring and the method of measurement and assessment in accordance with Conditions 7.4, 7.5 8.1 and 8.2; (b) Procedures for recording blasting method, strength of the blast and time of blast; and (c) Procedures for addressing non-compliant results and notification of the Councils.	
9.2 – Monitoring of Noise, Airblast and Vibration	The Noise, Airblast and Vibration Monitoring Plan for this consent may be combined with any other Noise, Airblast and Vibration Monitoring Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.	
9.3 – Monitoring of Noise, Airblast and Vibration	The consent holder shall exercise this consent in accordance with the Noise, Airblast and Vibration Monitoring Plan. The consent holder shall review the plan annually and if necessary update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Councils shall be provided with any updates of the plan within one month of any update occurring.	
9.4 – Monitoring of Noise, Airblast and Vibration	The consent holder shall produce a report each year summarising the results of the Noise, Airblast and Vibration Monitoring. The report shall be included in the Project Overview and Annual Work and Rehabilitation Programme.	
9.5 – Monitoring of Noise, Airblast and Vibration	All measurements from the monitoring programmes shall be recorded and shall be made available to the Councils on request.	
10.1 – Lighting	All flood lighting luminaires that could potentially cause a glare nuisance or a traffic hazard shall be fitted with shields and, as far as is practicable, orientated so that the principal output is directed away from residences and traffic.	
11.1 – WRS	The Coronation North waste rock stack shall be designed for operating basis earthquake (OBE) with a recurrence interval of 150 years and maximum design earthquake (MDE) with a recurrence interval of 2,500 years and otherwise shall otherwise be designed in accordance with sound engineering practice.	WRS conditions will be superseded by the MP4 land use consent
11.2 – WRS	The consent holder shall engage a suitably qualified geotechnical engineer to design the waste rock stack. A construction report shall be prepared for the waste rock stack and this report provided to the Councils prior to the commencement of construction of the waste rock stack. The report shall include details of site formation, design construction, appearance, and testing for stability of the waste rock stack, and shall include evaluation of the long-term stability and performance of the waste rock stack.	



11.3 – WRS	The Coronation North waste rock stack shown on “Coronation North Project WDC/DCC LUC Consents Map 1” annexed shall not exceed 695mRL.	
12.1 – Final Pit Lakes	The pit shall be designed such that at all times, the pit lake has sufficient freeboard to fully contain waves induced by landslides and earthquakes.	Pit lake conditions will be superseded by the MP4 land use consent
12.2 – Final Pit Lakes	No less than twelve months prior to commencement of filling of the pit lake, the consent holder shall provide the Councils with a Closure Manual for the lake. The manual shall include, but not be limited to: (a) Details of how Condition 12.1 shall be achieved; (b) Details of the lake filling, including but not limited to mean flow-rates, location of inflows and the quality of the discharge; and (c) Details of the long term pit wall stability	
12.3 – Final Pit Lakes	The consent holder shall exercise this consent in accordance with the Closure Manual. The consent holder shall review the manual annually and if necessary update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The consent holder shall provide the Councils with any updates of the plan within one month of any update occurring.	
13.1 – Roading	Within 12 months of the Coronation North and Coronation Pits ceasing excavation the consent holder shall reinstate for public use that part of Golden Point Road south of Horse Flat Road shown on “Coronation Project 2013 WDC/DCC LUC Consents Map 1” annexed. At the same time the consent holder shall define and take steps to vest to the Council (and make lawfully available to the Council pending completion of vesting) the legal road.	All roading conditions will be superseded by the MP4 land use consent
13.2 - Roading	To achieve the reinstatement of that part of Golden Point Road under Condition 13.1 the following work must be completed: (a) The haul road shall be decommissioned, and replaced with a public road that has a minimum road reserve of 15 metres in width, and a carriageway of 5 metres in width; (b) The public road shall be formed to a minimum 150 mm sub-base and a base course of 100mm AP4O with a wearing course of AP2O; (c) The road shall also be delineated and marked to a public road standard; Design and construction details shall be lodged with the Waitaki District Council for its approval.	
13.3 – Roading	Within 6 months of completion of mining operations in Coronation North and Coronation Pits and rehabilitation of the project areas to the point of decommissioning silt ponds, the consent holder shall define and take steps to vest to the respective Councils (and make lawfully available to the Councils pending completion of vesting) a legal road of no less than 20m wide that approximately follows the green line shown on the annexed Figure 2 (as a replacement for the unformed Matheson Road). Depending on the extent of pit excavations, the road may be modified to be south or southwest of the green line. Prior to vesting, the road shall be graded to a standard enabling it to be used as a fine weather track for four wheel drive vehicles. The consent holder shall not have any ongoing responsibility to maintain the track or any form of public access along this unformed road as a consequence of this grading.	
13.4 – Roading	Within 6 months of completion of mining operations in Coronation North and Coronation Pits ceasing and rehabilitation of the project areas to the point of decommissioning silt ponds, the consent holder shall define and take steps to vest to the Waitaki District Council (and make lawfully available to the Council pending completion of vesting) a legal road of no less than 20 metres wide that approximately follows the Coronation haul road alignment (as indicatively shown marked in orange on the annexed Figure 2) between Horse Flat Road and Matheson Road (as a replacement for the unformed Golden Point Road). Prior to vesting, the road shall be graded to a standard enabling it to be used as a fine weather track for four wheel drive vehicles. The consent holder shall not have any ongoing responsibility to maintain the track or any form of public access along this unformed road as a consequence of this grading.	
13.5 – Roading	The consent holder shall provide unformed access that generally follows the orange line south of Horse Flat Road shown on “Coronation Project 2013 WDC/DD LUC Consents Maps” annexed. Advice note: All road stopping, temporary road closures and vesting of new road reserve is to be completed under other relevant statutes.	
13.6 – Roading	The consent holder shall prepare a road maintenance plan. The purpose of the road maintenance plan is to monitor the condition of Horse Flat Road, Matheson Road, Longdale Road and Four Mile Road to ascertain whether the need for any maintenance on the road is indicated. The Plan shall be provided in writing to the Councils prior to first exercise of the consent. A copy shall be forwarded to the Chairperson of Macraes Community Incorporated.	



The Plan shall include but not be limited to the following:

- (a) Details of how road inspections, which are to be carried out before and at completion of mining extraction operations and at least annually during mining extraction operations;
- (b) Measures to record any reported roading maintenance issues reported by staff or the public;
- (c) Road condition standards to be reported against; and
- (d) Details on reporting procedures to the Councils.

13.7 – Roading	The consent holder shall prepare an annual road maintenance report that sets out the results of road inspections carried out in the previous year and any reported roading maintenance issues. The report shall be provided in writing to the Councils and a copy forwarded to the Chairperson of Macraes Community Incorporated.	
14.1 – Heritage	Prior to any land disturbance, the consent holder shall have engaged a suitably qualified and experienced archaeologist to complete a survey of pre and post-1900 archaeological sites within the Disturbed Land concerned.	Heritage conditions will be superseded by the MP4 land use consent except in relation to Coal Creek Dam
14.2 – Heritage	Within six months of the date of issue of consents, the consent holder shall update the consent holder’s Heritage Management Plan for the Macraes site in consultation with Heritage New Zealand Pouhere Taonga to include the Coronation North Project area. The objective of the Heritage Management Plan shall be to avoid the modification or destruction of any identified heritage site unless there is no other reasonable option and to inform and guide the consent holder on the future management of heritage sites in consultation with Heritage New Zealand Pouhere Taonga that includes but is not limited to: (a) Providing a map of the archaeological sites to be modified or destroyed, and a detailed plan and photographic record for each archaeological site; (b) Providing a map of the archaeological sites that are to remain unaffected by the mining operation; (c) Methods to record in situ material; (d) Methods to recover artefacts discovered from historic workings and procedures to record and, if necessary, save material	
14.3 – Heritage	The consent holder shall provide a copy of the revised Heritage Management Plan to the Councils within 2 months of any update occurring.	
14.4 – Heritage	The consent holder shall not modify or destroy those archaeological sites that are mapped as remaining unaffected in Condition 14.2 (b). Where possible, the sites shall be identified on the ground so mining staff are aware of their existence.	
14.5 – Heritage	The mining operation shall be carried out in accordance with the updated Heritage Management Plan.	
14.6 – Heritage	If the consent holder: (a) Discovers koiwi tangata (human skeletal remains), or Maori artefact material, the consent holder shall without delay: i. Notify the Councils, Tangata whenua and Heritage New Zealand Pouhere Taonga and in the case of skeletal remains, the New Zealand Police. ii. Stop work within the immediate vicinity of the discovery to allow a site inspection by Heritage New Zealand Pouhere Taonga and the appropriate runanga and their advisors, who shall determine whether the discovery is likely to be extensive; if a thorough site investigation is required and whether an Archaeological Authority is required. iii. Any koiwi tangata discovered shall be handled and removed by tribal elders responsible for the tikanga (custom) appropriate to its removal or preservation. (b) Discovers any feature or archaeological material that predates 1900, or heritage material, or disturbs a previously unidentified archaeological or heritage site, the consent holder shall without delay: i. Cease work immediately at that place and within 20m around the site; ii. Shut down all machinery, secure the area, and advise the Site Manager; iii. Secure the site and notify the Heritage New Zealand Regional Archaeologist and the Councils. Further assessment by an archaeologist may be required; iv. If the site is of Maori origin, notify the Heritage New Zealand Regional Archaeologist, the Councils and the appropriate iwi groups or kaitiaki representative of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken, as long as all statutory requirements under legislation are	



met (Heritage New Zealand Pouhere Taonga Act 2014, Protected Objects Act 1975). Heritage New Zealand will determine if an archaeological authority under the Heritage New Zealand Pouhere Taonga Act 2014 is required for works to continue:

- v. Recommence site work following consultation with the Councils, Heritage New Zealand and iwi, provided that any relevant statutory permissions have been obtained.

Advice Note: An archaeological authority from Heritage New Zealand Pouhere Taonga may be required before work can proceed.

14.7 – Heritage	Site work shall recommence following consultation with the Councils, Heritage New Zealand Pouhere Taonga, Tangata whenua, and in the case of skeletal remains, the NZ Police, provided that any relevant statutory permissions have been obtained.	
15.1 – Nature Conservation and Landscape Values	Within 6 months of exercising this consent the consent holder shall engage a suitably qualified and experienced ecologist to prepare and submit to the Councils a Coronation North Project Ecological Management Plan (“EMP”). The EMP may be combined with any EMP required by any other consent held by the consent holder for mining operations at Macraes Flat. The purpose of the EMP is to ensure compliance with conditions of this consent and otherwise to minimise the actual and potential adverse effects on the threatened at risk and locally uncommon species and general ecological values. The EMP shall be developed and prepared in consultation with the Department of Conservation and the consent holder shall provide a copy to the Department of Conservation, Nga Runanga, ORC and Councils. The EMP shall include sections covering: (a) vegetation and threatened plant management, lizard management and aquatic management; (b) Have the following objectives: i. To minimise the adverse effects from the implementation of the Coronation North Project on amenity/landscape; indigenous vegetation; threatened plants; resident lizard populations; and aquatic biota; ii. To protect indigenous flora, threatened, at risk and locally uncommon plants and vegetation types; resident lizard populations, and aquatic fauna where practicable. (c) Detail the methods by which the objectives set out in Condition 15.1(b) shall be achieved, including: i. Legal protection, fencing and management of Island Block and Highlay Hill areas as described in conditions 15.3-15.5; ii. propagation of plant species as detailed in condition 15.6; iii. transplanting of the threatened plants identified in condition 15.7; iv. minimisation of construction effects including during construction of Coronation North Waste Rock Stack by keeping the area of disturbed land to a minimum; and v. monitoring. (d) The consent holder shall implement the programme of activities specified in the EMP and in any subsequent EMP reports created pursuant to condition 15.2(c).	Nature conservation and landscape values conditions remain relevant to Coal Creek Dam and otherwise only to the management of ecological areas outside the Coronation Mining Area.
15.2 – Nature Conservation and Landscape Values	e consent holder shall engage a suitably experienced and qualified ecologist, to prepare an annual Coronation North Ecological Monitoring Report: (a) describing the works and other actions completed by the consent holder in the previous twelve months in order meet the purpose and objectives of the EMP; and (b) evaluating the progress of the tussock species planting on rehabilitated land, transplanting of threatened plant species and the propagation and subsequent planting of the twelve rare plant species listed in condition 15.6(a). (c) Describing what methods are to be implemented in the following 12 months in order to meet the purpose and objectives of the EMP. The consent holder shall provide the Councils, Nga Runanga and Department of Conservation with a copy of the report by no later than 31 July each year. The report may be combined with any EMP report required by any other consent held by the consent holder for mining operations at Macraes Flat.	
15.3 – Nature Conservation and Landscape Values	The consent holder shall set aside two areas of land comprising: (a) Approximately 289 hectares known as Island Block as shown on the Plan annexed as Figure 3; and (b) Approximately 99 hectares known as Highlay Hill as shown on the Plan annexed as Figure 4.	
15.4 – Nature Conservation and Landscape Values	The consent holder shall fence and manage the areas identified in condition 15.3 to protect existing and naturally regenerating indigenous terrestrial flora and fauna located within the respective land areas. This purpose shall be achieved by: (a) Fencing both areas as shown on Figures 3 and 4 attached to these conditions and removing all stock from both areas within 18 months of the exercise of this consent.	



- (b) Felling (but not removing) existing exotic wilding trees within 18 months of exercise of this consent.
- (c) Maintaining stock-proof fencing as shown on Figure 4 attached to these conditions.
- (d) Allowing natural ecological successional processes to occur on the land by undertaking no farming or mining activities.

15.5 – Nature Conservation and Landscape Values	The consent holder shall, within 18 months of the exercise of this consent, execute covenants in favour of the Minister of Conservation over the areas described at condition 15.3 pursuant to section 77 of the Reserves Act 1977, and register the covenants against the relevant land titles. The conservation purposes of the covenants shall be as described at condition 15.4 for protection of terrestrial and not aquatic values, and the obligations of the covenanter shall be limited to maintaining fencing and ensuring the covenanted land is not used for farming or mining purposes. The survey and legal costs associated with creating the covenants in registrable form shall be borne by the consent holder.
15.6 – Nature Conservation and Landscape Values	The consent holder shall, using a suitably qualified person or persons, fund measures for the translocation and/or cultivation of seeds, cuttings or other cultivation material from a selection of at least 12 of the following plant species taken from plants located within the impacted footprint of the Coronation North project (“salvage species”) for planting out in areas undisturbed by mining activities: Simplicia laxa; Pachycladon cheesemanii; Ranunculus ternatifolius; Senecio dunedinensis; Sonchus novae-zealandiae; Carmichaelia 27ilobate²⁷; Coprosma intertexta; Deschampsia cespitosa; Cardamine 27ilobate; Largenophora barkeri; Annogramma leptophylla; Carex inopinata; Aciphylla subflabellata; Carex tenuiculmis; Carmichaelia crassicaulis ssp. Crassicaulis; Carex kaloides; Epilobium insulare Olearia bullata; and Rumex flexuosus.
15.7 – Nature Conservation and Landscape Values	Annually, as part of the consent holder’s Annual Coronation North Ecological Monitoring Report, the area of land to be disturbed in the following 12 months shall be assessed for the presence of the species identified in condition 15.6 above and a programme for cultivating and planting out and/or translocating a selection of plants taken from those species identified shall be determined by the consent holder in consultation with the Department of Conservation.
15.8 – Nature Conservation and Landscape Values	The consent holder shall monitor the success of all plantings annually for five years following planting and shall detail the plantings carried out and the “success” of the plantings in its annual Coronation North Ecological Monitoring Report. In this context success means the successful survival and growth of the plant species so that they may form potentially viable populations, and shall be monitored by recording the survival and growth of individual plants and noting any flowering and recruitment of new individuals. Success shall be demonstrated by at least 75% of established plants surviving, or at least 50% of transplants increasing in size compared with their establishment.



15.13 – Nature Conservation and Landscape Values	The consent holder shall assist the researcher referred to in condition 15.11 to undertake research that has the objective of identifying the benefit of the conservation and preservation of the lizard species affected by the Coronation North project. This study may include survey of the footprint of the Coronation North waste rock stack before construction, survey of the Coronation North waste rock stack during construction and survey of a suitable control site to compare population numbers and diversity.	
15.14 – Nature Conservation and Landscape Values	The consent holder shall establish a Habitat Enhancement Fund (“the Fund”) of up to \$250,000 to be paid by instalments pursuant to condition 15.16 below. The Dunedin City Council shall receive and administer the Fund, in consultation with Waitaki District Council for the purpose stated in condition 15.15 below.	
15.15 – Nature Conservation and Landscape Values	The purpose of the Fund shall be to protect and enhance significant terrestrial ecology values, that are found in the Macraes Ecological District, which may include but are not limited to lizards and their habitat. For the avoidance of doubt, the Fund may be spent on a project or projects in accordance with the following priority order: (a) It is related to land within the Macraes Ecological District. (b) It is related to land within either or both the Dunedin City or Waitaki District local authority areas. (c) It is related to land within the Otago region and significant terrestrial ecology values that are found within the Macraes Ecological District.	
15.16 – Nature Conservation and Landscape Values	The Fund shall be endowed by the consent holder in instalments as follows: (a) \$117,000 shall be paid before, pursuant to condition 4.5(a) above, waste rock is first deposited in Area A shown on “Coronation North Waste Rock Stack Option” shown in Figure 1 attached to these conditions. (b) \$67,000 shall be paid on the earlier of: 1. Two (2) years from the date when waste rock is first deposited in Area A; or 2. The date upon which waste rock is first deposited in Area B shown on “Coronation North Waste Rock Stack Option shown in Figure 1 attached to these conditions. (c) \$66,000 shall be paid on the earlier of: 1. Four (4) years from the date when waste rock is first deposited in Area A; or (d) The date upon which waste rock is first deposited in Area C PROVIDED THAT the payment required by Condition 15.16(c) shall not be required if, prior to either of the events described in condition 15.16(c)(1) and (2) occurring the consent holder provides written confirmation to the Councils that it does not intend to place waste rock in Area C and makes an application under s127 to vary this consent be removing the ability to place waste rock in Area C.	
15.17 – Nature Conservation and Landscape Values	All of the payments made by the consent holder under condition 15.16 above shall be made to the Dunedin City Council, whose receipt of payment shall constitute fulfilment of the consent holder’s responsibility.	
16.1 – Fencing	Stock-proof fencing shall be used to keep livestock away from all working areas.	Fencing condition superseded by the MP4 land use consent except in relation to Coal Creek Dam
16.2 – Fencing	On the completion of mining operations the consent holder shall ensure that all fences, required to restrict people and/or stock for safety purposes, are installed and maintained. This shall include fences to be installed and maintained around Coronation North and Coronation pit lakes.	Fencing condition superseded by the MP4 land use consent
17.1 – Management of Hazardous Substances	The Consent Holder shall ensure that all fuels and oils used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves.	Operational requirements superseded by the MP4 land use consent except in relation to Coal Creek Dam



17.2 – Management of Hazardous Substances	Refuelling, lubrication and any mechanical repairs shall be undertaken in a manner that provides sufficient mitigation measures to ensure that no spillages onto the land surface or into water occur.	
18.1 – Bonds, Obligations to be secured	The consent holder shall provide and maintain in favour of the Councils one or more bonds to secure: (a) The performance and completion of rehabilitation in accordance with the conditions of this consent; and (b) The carrying out of the monitoring required by the conditions of this consent and; (c) The remediation of any adverse effect on the environment that may arise from the exercise of this consent; and (d) Compliance with conditions 18.13 - 18.17 of this consent.	Bond conditions remain relevant to Coal Creek Dam and the performance of obligations in the ecological areas to which this consent relates outside the Coronation Mining Area. In respect of the mining activities, the bond conditions are superseded by the MP4 land use consent. OGNZL’s intention is for the MP4 bond and trust conditions to prevail across all consents, including in relation to other infrastructure and existing ecological areas. These conditions can be rationalised by s127 variation at a later date.
18.2 – Bonds, When to be provided	Before the commencement of this consent, the consent holder shall provide to the Councils one or more bonds required by Condition 18.1	
18.3 – Bonds, Form	Subject to the other provisions of this condition, any bond shall be in the form and on the terms and conditions approved by the Councils.	
18.4 – Bonds, Surety	Any bond shall be given or guaranteed by a surety acceptable to the Councils.	
18.5 – Bonds, Surety	The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy during or after the expiry of this consent.	
18.6 – Bonds, Amount	The amount of each bond shall be fixed annually by the Councils which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.	
18.7 – Bonds, Amount	The amount of the bond(s) shall include: (a) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. (b) The estimated costs of: i. Monitoring in accordance with the monitoring conditions of the consent; ii. Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; iii. Monitoring any rehabilitation required by this consent (c) Any further sum which the consent authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.	
18.8 – Bonds, Amount	The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.	
18.9 – Bonds, Amount	If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Councils may, in writing, vary the amount of the bond(s).	
18.10 – Bonds, General	While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.	



18.11 – Bonds, General	Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Councils.	
18.12 – Bonds, Costs	The costs (including the costs of the consent authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.	
18.13 – Bonds, Expiry or Surrender	For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Councils one or more bonds.	
18.14 – Bonds, Expiry or Surrender	The amount of the bond to be provided under Condition 18.13 shall include the amount (if any) considered by the Councils necessary for: (a) Completing rehabilitation in accordance with the conditions of this consent. (b) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. (c) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. (d) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. (e) Contingencies.	
18.15 – Bonds, Expiry or Surrender	Without limitation, the amount secured by the bond given under Condition 18.13 may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.	
18.16 – Bonds, Expiry or Surrender	The bond(s) required by Condition 18.13 must be provided on the earlier of: (a) 12 months before the expiry of this consent; (b) Three months before the surrender of this consent.	
18.17 – Bonds, Expiry or Surrender	Conditions 18.3, 18.4, 18.5, 18.8, 18.9, 18.10 and 18.11 apply to the bond(s) required by Condition 18.13.	
19.1 – Public Liability Insurance	The consent holder shall effect and keep current public liability insurance for an amount not more than twenty million dollars. The amount shall be determined by the Councils in consultation with the consent holder.	Public liability insurance conditions superseded by the MP4 land use consent except in relation to Coal Creek Dam
19.2 – Public Liability Insurance	The indemnity expressed in the insurance policy shall be sufficiently wide in its coverage so as to include claims arising from damage caused by structural failure, or damage resulting from fire or explosion and all fire fighting costs resulting from the consent holder's operations in respect of the land and from any accidental or otherwise spillage of any chemical or reagent and/or resulting clean up and restoration costs and the costs of mitigation of those events.	
19.3 – Public Liability Insurance	The consent holder shall provide to the Councils annually a copy of the insurance policy and the receipt evidencing payment of the premium in respect of any such policy.	
19.4 – Public Liability Insurance	The consent holder shall also indemnify the Councils against any claim arising from the public use of public roads for the time being under control of the consent holder.	



20.1 – Closure of Operations

The consent holder shall annually supply to the Councils a contingency plan for the early closure of the mine, as part of the Project Overview Annual Work and Rehabilitation Programme. This contingency plan shall be updated annually. The plan shall address the objectives listed in Condition 4 and include:

- (a) An evaluation of the residual risk of the operation with regard to the neighbouring community and environment; and
- (b) A plan for the long term management of the site, in particular the area of open pits or consequent lakes and the Coal Creek water reservoir, and include details of on-going maintenance and monitoring requirements and restrictions on future use.
- (c) Describe in detail what needs to be done to:
 - i. Decommission the mine site in accordance with this consent;
 - ii. Rehabilitate the mine site in accordance with this consent;
 - iii. Comply with other conditions relevant to cessation of mining; and
 - iv. The costs needed to comply with (i)-(iii).

Closure conditions superseded by the MP4 land use consent except in relation to Coal Creek Dam

CORONATION NORTH EXTENSION PROJECT

Coronation North Extension Project – WDC 201.2019.1241/2, DCC LUC-2019-42A		
#	Condition	Comment
	Pursuant to the Resource Management Act 1991, the Waitaki District Council and Dunedin City District Council grants its consent to Oceana Gold (New Zealand) Limited for gold mining operations involving: (a) The extraction of minerals and overburden by mechanical means from the Coronation North pit shown on “Coronation North Extension, WDC/DCC LUC Consents, Map 1” attached to and forming part of this consent; (b) The transport, treatment and processing of minerals extracted from the Coronation North pit and expanded Coronation Pit; (c) The stacking, deposit and storage of substances considered to contain any mineral from the Coronation North pit and expanded Coronation Pit; (d) The deposit of waste rock produced by Coronation North pit and expanded Coronation Pit on the Trimbells Waste Rock Stack shown on “Coronation North Extension WDC/DCC LUC Consents Map 1” annexed and described at (a) above and the deposit of waste rock as backfill into the Coronation North and Coronation pits; (e) The construction, maintenance and use of a haul road from Coronation North area to the gold processing plant; (f) The use of two haul road crossings (approximately centered at grid reference NZTM 2000 1397100E 4975800N Horse Flat Road and NZTM 2000 1398200E 4974200N Golden Point Road); (g) The use and storage of diesel and explosives; (h) The construction and use of temporary buildings; (i) The de-commissioning, rehabilitation, de-construction or dismantling of the mine and of any structures and works resulting from activities set out in paragraphs (a) –(h) above; (j) The construction, operation and maintenance of silt ponds and silt control facilities necessary for controlling runoff from the Coronation and Coronation North mining operation; (k) The formation of a pit lake in the Coronation North pit and the formation of a pit lake in the expanded Coronation pit. The duration of this consent shall be 25 years.	This condition lists operational and closure activities that will all be provided for by the MP4 land use consent going forward. It remains relevant only to the extent it describes what was originally authorised by this consent.
DEFINITONS		Definitions remain relevant
"Act" means the Resource Management Act 1991, and includes all amendments to the Act, and any enactments made in substitution for the Act "Project Overview and Annual Work and Rehabilitation Plan" means the Project Overview and Annual Work and Rehabilitation Plan required by Condition 3. "Building" means any temporary or permanent structure. "Building Work" means work for or in connection with the construction, alteration, operation, demolition or removal of a building and includes site work. "Councils" means the Waitaki District Council and the Dunedin City Council and includes its successors, and also includes any person to whom the consent authorities delegate or transfer any of its functions, powers and duties as a consent authority under the Act. “Disturbed Land” means any land where the soil has been removed or modified and includes any waste rock stacks, or any other structures that have not been rehabilitated with soil and vegetation; "Exploration" means any activity undertaken for the purpose of identifying mineral deposits or occurrences and evaluating the feasibility of mining particular deposits or occurrences of one or more minerals; and includes any drilling, dredging, or excavations (whether surface or subsurface) that are reasonably necessary to determine the nature and size of a mineral deposit or occurrence; and "to explore" has a corresponding meaning. “Heavy Vehicle” means a vehicle with a gross vehicle mass of more than 3,500 kilograms. "Landscape Architect" means a professional member of the New Zealand Institute of Landscape Architects Inc or equivalent body. "Life of the Macraes Gold Project" means the period ending when all mining operations at Macraes cease.		



“Macraes Ecological District” means the area described by the Department of Conservation (James Bibby), 1997: Macraes ecological district: survey report for the Protected Natural Areas Programme, ISBN 0478019254, 9780478019254 and as also defined in McEwen, W.M. (1987): Ecological regions and districts of New Zealand, incorporating third revised edition in four 1:500 000 maps (Part 4). New Zealand Biological Resources Centre publication No. 5. 125p + maps.

"Mining" means to take, win, or extract, by whatever means, a mineral existing in its natural state in land, or a chemical substance from that mineral, for the purpose of obtaining the mineral or chemical substance; but does not include prospecting or exploration; and "to mine" has a corresponding meaning.

"Mining Operations" means operations in connection with mining, exploring, or prospecting for any mineral, gold, including –

- (a) The extraction, transport, treatment, processing, and separation of any gold mineral; and
- (b) The construction, maintenance, and operation of any works, structures, and other land improvements, and of any machinery, and equipment, connected with such operations; and
- (c) The removal of overburden by mechanical or other means, and the stacking, deposit, storage, and treatment of any substance considered to contain any mineral; and
- (d) The deposit or discharge of any mineral, material, debris, tailings, refuse, or wastewater produced from or consequent on, any such operations; and
- (e) The doing of all lawful acts incidental or conducive to any such operations – when carried out at or near the site where the mining, exploration, or prospecting is carried out.

“Nga Rūnanga” means Te Rūnanga o Moeraki, Kati Huirapa Runaka ki Puketeraki and Te Rūnanga o Otakou.

"ORC" means the Otago Regional Council and includes its successors, and also includes any person to whom the council delegates or transfers any of its functions, powers and duties under the Act

"Prospecting" means any activity undertaken for the purpose of identifying land likely to contain exploitable mineral deposits or occurrences; and includes:

- (a) Geological, geochemical, and geophysical surveys;
- (b) The taking of samples by hand or hand held methods; and
- (c) Aerial Surveys, -

and "to prospect" has a corresponding meaning.

“Service Truck” means a heavy vehicle that operates during the daytime and in one return trip at night to transport mine equipment (including parts, oils and fuels) to service the Coronation or Coronation North mine site.

"Site work" means work on a building site, including earthworks, preparatory to or associated with the construction, alteration, demolition or removal of a building.

"Structure" includes a dam and a waste rock stack.

"Supporting documents" means the supporting documents listed as Appendices A -E attached to the application lodged 1st February 2019, listed as Appendices II, III, V, and VI attached to a response for further information lodged 5 April 2019 and Appendices II and III attached to a response for further information lodged 1st August 2019 , and also includes all other material (including statements of evidence and submissions) provided by the applicant to the consent authorities in support of the application for the consent.

"Rehabilitation objectives and terms" means the rehabilitation, objectives and terms set out in Condition 4.

"Works" includes any excavation, drilling and includes a road.

1.1 – General Conditions	This consent shall be exercised substantially in accordance with the Coronation North Extension application for resource consent lodged to, and receipted by, the Councils in February 2019, including the Assessment of Environmental Effects and all Supporting Documents (which are deemed to be incorporated in, and form part of this consent), except: (a) that the pit footprint has been reduced by 6.5ha from that applied for in order to avoid a number of seepage wetlands; and (b) to the extent that any condition in this consent is inconsistent with such material. If there is an inconsistency the conditions and terms of this consent shall prevail.	Condition remains relevant
1.2 – General Conditions	Pursuant to Section 125(1) of the Resource Management Act 1991 this consent shall lapse on the expiry of five years after the date of issue of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1) (b) of the Act, the Councils may grant a longer period of time.	Conditions now redundant
1.3 – General Conditions	The consent holder shall notify the Councils in writing of the first exercise of this consent.	



1.4 – General Conditions	In the event of any non-compliance with the conditions of this consent, the consent holder shall notify the Councils within 24 hours of the non-compliance being detected. Within five working days the consent holder shall provide written notification to the Councils providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non-compliance, the steps taken to remedy the situation and steps taken to avoid any future occurrence of the non-compliance.	Conditions remain relevant
1.5 – General Conditions	The Councils may, in accordance with sections 128 and 129 of the Act, serve notice on the consent holder of its intention to review the conditions in the last week of March in any year: for the purposes of: (a) Dealing with any adverse effect on the environment (including cultural values) which may arise from the exercise of this consent and which is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent, (b) Ensuring the conditions of this consent are appropriate, (c) Ensuring rehabilitation is completed in accordance with the rehabilitation conditions of this consent; (d) Requiring the consent holder to adopt the best practicable option to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.	
1.6 – General Conditions	The consent holder shall remedy or adequately mitigate any adverse effect on the environment from the exercise of this consent which becomes apparent after the expiry of this consent.	Conditions remain relevant only to the activities that remain authorised by this consent and not the MP4 land use consent
1.7 – General Conditions	Prior to the expiry of this consent, the consent holder shall ensure that all rehabilitation and everything necessary to comply with the conditions of this consent has been completed. Advice Note: in addition to the fees payable for the processing of this application, where further site inspections are required to monitor compliance with any of the conditions, the Councils may render an account to the consent holder for additional monitoring fees at the rate prescribed in the Annual Plan on the basis of time involved.	
2.1 – Location	The pits, waste rock stacks, water reservoir and haul road shall not materially exceed those footprints shown on “Coronation North Extension Project WDC/DCC LUC Consents Map 1” attached to and forming part of this consent.	Limitations superseded by the MP4 land use consent
3.1 – POAWRP	The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Councils by 31 March each year that will cover the upcoming year (1 July to 30 June). The consent holder may, at any time, submit to the Councils an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to: (a) A description and timeline of intended mining activities for the duration of mining operations including a plan showing the location and contours of all existing and proposed structures at completion of mining; (b) A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; (c) A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; (d) An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; (e) Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; (f) A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; (g) A description and analysis of any non-compliance with any conditions of consent that have occurred in the last 12 months and the steps that were taken to deal with it and the results of those steps; (h) A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation is proposed or has been undertaken as a result of a noncompliance event and/or any adverse effects on the environment; (i) A summary description of all Management Plans and Manuals required under this land use consent and any resource consents issued by ORC and details of any review or amendment of any of the Management Plans or Manuals;	Operational requirements superseded by the MP4 land use consent



- (j) An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months;
- (k) A detailed section on rehabilitation including, but not limited to the following
 - i. The total area of disturbed land during the mining of Coronation North, including the haul road, yet to receive rehabilitation and indicative rehabilitation dates for various areas of the mine site;
 - ii. The area of additional disturbed land in the coming year that will require future rehabilitation;
 - iii. The area of disturbed land rehabilitated in the previous year;
 - iv. The area of disturbed land proposed to be rehabilitated in coming year;
 - v. A description of rehabilitation planned for the life of mine at Coronation North
 - vi. A description of proposed rehabilitation methods for any area, including proposed topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months.;
 - vii. The details of the location, design (including shape form and contour) and construction of all permanent structures;
 - viii. Drainage details for any disturbed land and recently rehabilitated areas;
 - ix. Details of any vegetation to be used as part of rehabilitation for the next 12 month period; and
 - x. Detailed results of any revegetation trials.
- (l) A description of any rehabilitation problems encountered and the steps being taken to resolve these problems;
- (m) An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;
- (n) An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;
- (o) An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;
- (p) A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months in accordance with Condition 20; and;
- (q) Any other information required by any other condition of this consent and any related consent.

3.2 – POAWRP	Each year the consent holder shall provide the Chair of Macraes Community Incorporated, Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou and Te Rūnanga o Moeraki with a copy of each Project Overview and Annual Work and Rehabilitation Plan.	
3.3. – POAWRP	The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.	
3.4 – POAWRP	The consent holder shall provide the Councils with any further information, or report, which the Councils may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Councils.	
3.5 – POAWRP	The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.	
3.6 – POAWRP	The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.	
4.1 – Rehabilitation	The rehabilitation objectives to be achieved by the consent holder are: (a) To ensure short and long term stability of all structures and works and their surrounds; (b) To avoid maintenance after completion of rehabilitation requirements; (c) To protect soil from erosion and to protect water from contaminants affected by mining operations; (d) To stabilise and rehabilitate the banks and surrounds of any waterbodies;	Rehabilitation conditions superseded by the MP4 land use consent



- (e) To return land as closely as possible to its original condition, including any exotic pastoral and indigenous species appropriate to the area; and
- (f) To visually integrate finished structures, land-forms and vegetation into the surrounding landscape so they appear to be naturally occurring features; and,
- (g) To control invasive environmental weeds, including wilding conifers, in the Disturbed Land for the Life of the Macraes Gold Project.

4.2 – Rehabilitation, Earth Shaping and Visual	The consent holder shall locate, form and shape all earthworks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. If earthworks cannot be fully naturalised, the consent holder shall minimise the extent of their visibility and maximise their integration into the surroundings.
4.3 – Rehabilitation, Earth Shaping and Visual	The consent holder shall use a Landscape Architect in the planning and design of all permanent earthworks and structures.
4.4 – Rehabilitation, WRS	The consent holder shall design and construct the waste rock stack in accordance with the following principles: (a) Slopes shall be suitably concave or convex in cross-profile to match nearby natural slopes; (b) Slope gradients shall be no steeper than nearby natural surfaces (c) Transitions between natural and formed surfaces shall be rounded and naturalised; (d) Contours should be curvilinear in plan form, in keeping with original natural contours in that area; (e) The skyline shall be variable and curved, simulating natural skylines; (f) New landforms shall be aligned and located so they seem to continue, not cut across, existing landscape patterns; and (g) Silt ponds shall be removed and the site rehabilitated or be converted to stock water drinking ponds following completion of mining operations and rehabilitation
4.5 – Rehabilitation, WRS	Backfilling of Coronation North pit shall occur in the west section of the pit to a minimum height of mRL 575 as shown on ‘Macraes Gold Project Coronation North Extension Figure 1’ attached to and forming part of this consent.
4.6 – Rehabilitation, WRS	Prior to the commencement of the Trimbells waste rock stack, the consent holder shall in consultation with the Councils, design the shape and construction details of the stack. The final design and construction details shall be lodged with the Councils and include a report prepared by a Landscape Architect that includes, but is not limited to, the following: (a) A detailed description of the proposed waste rock stack; (b) A detailed description of the adjoining landforms; including their slopes and transitions; and (c) A detailed discussion on how the proposed waste rock stack meets the principles set out in condition 4.4 (a) – (f).
4.7 – Rehabilitation, WRS	If after commencement of the construction of the Trimbells waste rock stack, the consent holder wishes to change the design or construction details it shall design the changes in consultation with the Councils. The design or construction changes shall be lodged with the Councils. The change document shall include a report by a Landscape Architect that details the proposed changes and reassess whether the design changes better meet the principles set out in Condition 4.4 (a) – (f).
4.8 – Rehabilitation, Soil	The consent holder shall, as far as practicable, stockpile soil from any disturbed land, unless the soil is required to be left in place to protect water and soil values.
4.9 – Rehabilitation, Soil	All salvaged soil shall be used on disturbed land for rehabilitation purposes.



4.10 – Rehabilitation, Revegetation	The consent holder shall in accordance with the rehabilitation objectives undertake progressive rehabilitation of disturbed land as operational activities allow. It shall be revegetated with: (a) Exotic pastoral species; and (b) Tussock species which are as far as practicable sourced from the Macraes Ecological District and include <i>Chionochloa rigida</i> subsp. <i>Rigida</i> (narrow-leaved snow tussock) <i>Festuca novae-zelandiae</i> and <i>Poa cita</i>. Details of area, density and methods of planting are set out in the Ecological Management Plan required under Condition 15.
4.11 – Rehabilitation, Revegetation	Within six months from the first exercise of this consent, the consent holder shall prepare and submit in writing to the Councils a Rehabilitation Management Plan (RMP) for the Trimbells Waste Rock Stack, the Coronation North Waste Rock Stack, and the Coronation North Pit backfill, the rehabilitated features shown on Figure 1 attached to and forming part of this consent. The RMP shall be prepared by a suitably experienced and qualified person(s) in consultation with the Department of Conservation and Macraes Community Incorporated.
4.12 – Rehabilitation, Revegetation	The purpose of the RMP is to, as far as practicable, ensure that the rehabilitated features described in Condition 4.11 are integrated with and maintain the landscape character of the surrounding tussock grasslands, consistent with the rehabilitation objectives set out in Conditions 4.1 (e) and (f). To achieve the purpose, the RMP shall include, but not be limited to, the following: (a) Providing a detailed map and an associated inventory of the vegetation types and cover that either is yet to be disturbed or existed prior to disturbance; (b) Detailing the proposed rehabilitation to be carried out into either exotic pasture, or into tussock grassland reflecting the original vegetation cover determined under paragraph (a) above; (c) Describing the methodology to be used to rehabilitate into tussock grassland, which may include but not be limited to the direct transfer of soil containing tussock species or direct plantings at the densities reflecting the original cover; (d) Describing the maintenance work to enable survival of the tussock grassland species used to rehabilitate the waste rock stacks; and (e) Detailing the monitoring to be carried so the rehabilitation outcomes can be measured against the purpose of the RMP.
4.13 – Rehabilitation, Revegetation	The RMP shall be certified if it meets the requirements of Conditions 4.11 and 4.12 above
4.14 – Rehabilitation, Revegetation	If in the opinion of the Council Officer with the delegated authority to certify the RMP it does not meet Conditions 4.11 and 4.12, it may be returned to the Consent Holder together with written reasons why the RMP does not meet these conditions.
4.15 – Rehabilitation, Revegetation	If, after any amendments required under Condition 4.14 of this consent the Consent Authority fails to certify the RMP within 30 working days, the RMP will be regarded as being certified
4.16 – Rehabilitation, Revegetation	The Consent Holder may at any time re-submit an updated or amended RMP for certification by the Consent Authority
4.17 – Rehabilitation, Revegetation	This consent shall at all times be exercised in accordance with the certified RMP
4.18 – Rehabilitation, Revegetation	The outcomes of the monitoring carried out in accordance with condition 14.12 (e) shall be reported in the Annual Ecology Report required under condition 15.2



4.19 – Rehabilitation, Revegetation	The consent holder shall maintain vegetation cover until the expiry of this consent and ensure that the vegetation, including any vegetation established on disturbed land, shall be self-sustaining after expiry.	
4.20 – Rehabilitation, Soil and Vegetation Monitoring	At three yearly intervals, the consent holder shall complete a review of all soil and pasture on land that has been rehabilitated. The first review shall be not later than the third anniversary of the commencement of this consent. The review shall include, but not be limited to, the following: (a) Monitoring for ground cover, species components, plant nutrition status, soil organic matter and concentrations of exchangeable nutrients in the soil; (b) Analysis and interpretation of the monitoring results by a suitably qualified soil or agricultural scientist; (c) Evaluation of the vegetation and its potential to be self-sustaining for pastoral farming after mining ceases; and (d) Any necessary recommendations for future rehabilitation, including plant species or varieties to be used, cultivation and seeding methods to be introduced, or fertilisers to be used; and, (e) A copy of the review will be forwarded to the Councils and Department of Conservation within three months of the review being completed.	
5.1 – Site Decommissioning and Closure	The consent holder shall submit to the Councils a Site Decommissioning Plan, not less than 12 months before completion of the operations.	Site decommissioning and closure conditions superseded by the MP4 land use consent
5.2 – Site Decommissioning and Closure	The Site Decommissioning Plan shall include but not be limited to: (a) A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, pit lakes, roads, water storage reservoirs or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire; (b) A summary of rehabilitation completed to date, and details of rehabilitation required to fulfil the conditions of this consent and any related consents; (c) Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment; (d) Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents; (e) Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure activities are carried out in accordance with the conditions of this consent; (f) Details of measures to protect public safety, including any fencing yet to be completed; (g) The costs of complying with (a)-(f) above.	
5.3 – Site Decommissioning and Closure	The consent holder shall remove all buildings, plant and equipment (whether attached to the land or not) associated with site decommissioning. This condition does not apply to (a) Any waste rock stacks, permanent earthworks, silt pond, waterbody, road or other works and any associated plant and equipment which under this or any other resource consent is permitted or required to remain after decommissioning or after this consent expires; (b) Any monitoring structure required by this or any other resource consent to remain after the expiry of this consent.	
6.1 – Complaints	The consent holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to: (a) name and location of site where the problem is experienced; (b) nature of the problem; (c) date and time problem occurred, and when reported; (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.	Operational requirements superseded by the MP4 land use consent



6.2 – Complaints	The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 3 of this consent and provided to the Councils on request.
7.1 – Blasting and Vibration	The consent holder shall ensure that blasting practices minimise air and ground borne vibration. Fly-rock shall be minimised and all blasting procedures shall be carried out so as to ensure the safety of employees and the public. No blasting shall occur when the weather is unsuitable.
7.2 – Blasting and Vibration	Blasting shall be restricted to within the following hours: Monday to Friday 9.00am to 5.30pm Saturday and Sunday 10.00am to 4.30pm
7.3 – Blasting and Vibration	Details of blasting method, strength of the blast and time of blast shall be entered into a record kept for that purpose and shall be available to the Councils on request. This information shall also be included in the monitoring report, required under Condition 9.
7.4 – Blasting and Vibration	Vibration due to blasting or any other activity associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the consent holder, shall not exceed a peak particle velocity measured in the frequency range 3-12 Hz of 5 mm/sec provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 10 mm/sec at any time.
7.5 – Blasting and Vibration	Airblast overpressure from blasting associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the consent holder shall not exceed a peak non-frequency-weighted (Linear or flat) level of 115 decibels (dB), provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 120 dB (Linear peak) at any time. For the purpose of this consent, C-frequency-weighting may be considered equivalent to the Linear or Flat-frequency-weighting. Advice Note: The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.
8.1 – Noise, Noise Limits	The consent holder shall ensure that all construction and operation activities associated with the mining operations are designed and conducted so that the following noise limits are not exceeded at the locations specified in Condition 8.2: (a) On any day between 7 am to 9 pm (daytime): 50 dBA Laeq; and (b) On any day between 9.00 pm to 7.00am the following day (night-time): 40dBA Laeq; and/or 70 dBA Lamax.
8.2 – Noise, Noise Management	No Heavy Vehicles other than a service truck shall use the haul road between the Coronation or Coronation North mine site and the gold processing plant as shown on Map 1 between the hours of 9.00 pm to 7.00am each day. Condition 8.2 ceases to have effect if the consent holder obtains an agreement with the residents of 406 Horse Flat Road that the condition is no longer necessary. The residents' consent to the cessation of condition 8.2 must be provided in writing to the Councils and their consent shall operate to amend the noise limit at their residence between those night-time hours to 51dBA LAeq, in this consent and also in consents LUC-2016-230/B, LUC-2013-225/B, 201.2016.779.1 and 201.2013.360.2
8.3 – Noise, Measurement Locations	Noise measurements shall be taken at the notional boundary of any dwelling not owned by the consent holder. Advice Note: The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.
8.4 – Noise, Measurement and Assessment	All noise measurements referred to in Conditions 8.1 and 8.2 above shall be measured in accordance with the provisions of NZS 6801:2008 Acoustics: Measurement of Environmental Sound, and shall be assessed in accordance with the provisions of NZS 6802:2008 Acoustics: Environmental Noise.
9.1 – Monitoring of Noise, Airblast and Vibration	Prior to exercise of this consent, the consent holder shall prepare a Noise, Airblast and Vibration Monitoring Plan. The plan shall include but not be limited to: (a) Details of the monitoring locations, the frequency of monitoring and the method of measurement and assessment in accordance with Conditions 7.4, 7.5 8.1 and 8.2; (b) Procedures for recording blasting method, strength of the blast and time of blast; and (c) Procedures for addressing non-compliant results and notification of the Councils.



9.2 – Monitoring of Noise, Airblast and Vibration	The Noise, Airblast and Vibration Monitoring Plan for this consent may be combined with any other Noise, Airblast and Vibration Monitoring Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.	
9.3 – Monitoring of Noise, Airblast and Vibration	The consent holder shall exercise this consent in accordance with the Noise, Airblast and Vibration Monitoring Plan. The consent holder shall review the plan annually and if necessary update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Councils shall be provided with any updates of the plan within one month of any update occurring.	
9.4 – Monitoring of Noise, Airblast and Vibration	The consent holder shall produce a report each year summarising the results of the Noise, Airblast and Vibration Monitoring. The report shall be included in the Project Overview and Annual Work and Rehabilitation Programme.	
9.5 – Monitoring of Noise, Airblast and Vibration	All measurements from the monitoring programmes shall be recorded and shall be made available to the Councils on request.	
9.6 – Monitoring of Noise, Airblast and Vibration	Within one month of Condition 8.2 ceasing to have effect the consent holder shall engage a suitably qualified and experienced person to complete a noise measurement compliance test at the notional boundary of 406 Horse Flat Road to assess compliance with the revised night-time noise limit of 51dBA Laeq. The consent holder shall report the results of the compliance test to the residents of 406 Horse Flat Road and the Councils.	
10.1 – Lighting	All flood lighting luminaires that could potentially cause a glare nuisance or a traffic hazard shall be fitted with shields and, as far as is practicable, orientated so that the principal output is directed away from residences and traffic.	
11.1 – WRS	The Trimbells waste rock stack shall be designed for operating basis earthquake (OBE) with a recurrence interval of 150 years and maximum design earthquake (MDE) with a recurrence interval of 2,500 years and otherwise shall otherwise be designed in accordance with sound engineering practice.	WRS conditions will be superseded by the MP4 land use consent
11.2 – WRS	The consent holder shall engage a suitably qualified geotechnical engineer to design the waste rock stack. A construction report shall be prepared for the waste rock stack and this report provided to the Councils prior to the commencement of construction of the waste rock stack. The report shall include details of site formation, design construction, appearance, and testing for stability of the waste rock stack, and shall include evaluation of the long-term stability and performance of the waste rock stack.	
11.3 – WRS	The Trimbells waste rock stack shown on “Coronation North Extension WDC/DCC LUC Consents Map 1” annexed shall not exceed the following height: 695mRL.	
12.1 – Final Pit Lakes	The pit lake shall, at all times, have sufficient freeboard to fully contain waves induced by landslides and earthquakes.	Pit lake conditions will be superseded by the MP4 land use consent
12.2 – Final Pit Lakes	No less than twelve months prior to commencement of filling of the pit lake, the consent holder shall provide the Councils with a Closure Manual for the lake. The manual shall include, but not be limited to: (a) Details of how Condition 12.1 shall be achieved; (b) Details of the lake filling, including but not limited to mean flow-rates, location of inflows and the quality of the discharge; and (c) Details of the long term pit wall stability	
12.3 – Final Pit Lakes	The consent holder shall exercise this consent in accordance with the Closure Manual. The consent holder shall review the manual annually and if necessary update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The consent holder shall provide the Councils with any updates of the plan within one month of any update occurring.	
13.1 – Roading	Within 12 months of the Coronation North ceasing excavation the consent holder shall reinstate for public use that part of Golden Point Road south of Horse Flat Road shown on “Coronation North Extension WDC/DCC LUC Consents Map 1” annexed.	All roading conditions will be superseded by the MP4 land use consent



13.2 - Roading	To achieve the reinstatement the following work must be completed: (a) The haul road shall be decommissioned, and replaced with a public road that has a minimum road reserve of 15 metres in width, and a carriageway of 5 metres in width; (b) The public road shall be formed to a minimum 150 mm sub-base and a base course of 100mm AP4O with a wearing course of AP2O; (c) The road shall also be delineated and marked to a public road standard; (d) Design and construction details shall be lodged with the Waitaki District Council for its approval.
13.3 – Roading	Within six months of completion of mining operations in Coronation North and Coronation Pits and rehabilitation of the project areas to the point of decommissioning silt ponds, the consent holder shall define and take steps to vest to the respective Councils (and make lawfully available to the Councils pending completion of vesting) a legal road of no less than 20m wide that approximately follows the blue line shown on the annexed Figure 2 (as a replacement for the unformed Matheson Road). Depending on the extent of pit excavations, the road may be modified to be south or southwest of the blue line. The grade of Matheson Road shall be no more than 1 Vertical, 6 Horizontal at any location of the alignment. Prior to vesting, the road shall be graded to a standard enabling it to be used as a fine weather track for four wheel drive vehicles. The consent holder shall not have any ongoing responsibility to maintain the track or any form of public access along this unformed road as a consequence of this grading.
13.4 – Roading	Where the road under Condition 13.3 crosses Trimbells waste rock stack, the consent holder shall design the road to avoid the road being scoured out or eroded. The detailed design shall be forwarded to the Compliance Manager at the Dunedin City Council.
13.5 – Roading	Within six months of completion of mining operations in Coronation North and Coronation Pits ceasing and rehabilitation of the project areas to the point of decommissioning silt ponds, the consent holder shall define and take steps to vest to the Waitaki District Council (and make lawfully available to the Council pending completion of vesting) a legal road of no less than 20 metres wide that approximately follows the Coronation haul road alignment (as indicatively shown marked in orange on the annexed Figure 2) between Horse Flat Road and Matheson Road (as a replacement for the unformed Golden Point Road). Prior to vesting, the road shall be graded to a standard enabling it to be used as a fine weather track for four wheel drive vehicles. The consent holder shall not have any ongoing responsibility to maintain the track or any form of public access along this unformed road as a consequence of this grading.

Advice Note: All road stopping, temporary road closures and vesting of new road reserve is to be completed under other relevant statutes.

14.1 – Heritage	If the consent holder (a) Discovers koiwi tangata (human skeletal remains), or Maori artefact material, the consent holder shall without delay: i. Notify the Councils, Tangata whenua and Heritage New Zealand Pouhere Taonga and in the case of skeletal remains, the New Zealand Police. ii. Stop work within the immediate vicinity of the discovery to allow a site inspection by Heritage New Zealand Pouhere Taonga and the appropriate runanga and their advisors, who shall determine whether the discovery is likely to be extensive; if a thorough site investigation is required and whether an Archaeological Authority is required. iii. Any koiwi tangata discovered shall be handled and removed by tribal elders responsible for the tikanga (custom) appropriate to its removal or preservation. (b) Discovers any feature or archaeological material that predates 1900, or heritage material, or disturbs a previously unidentified archaeological or heritage site, the consent holder shall without delay: i. Cease work immediately at that place and within 20m around the site; ii. Shut down all machinery, secure the area, and advise the Site Manager; iii. Secure the site and notify the Heritage New Zealand Regional Archaeologist and the Consent Authority. Further assessment by an archaeologist may be required; iv. If the site is of Maori origin, notify the Heritage New Zealand Regional Archaeologist, the Consent Authority and the appropriate iwi groups or kaitiaki representative of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken, as long as all statutory requirements under legislation are met (Heritage New Zealand Pouhere Taonga Act 2014, Protected Objects Act 1975). Heritage New Zealand will determine if an archaeological authority under the Heritage New Zealand Pouhere Taonga Act 2014 is required for works to continue; and v. Recommence site work following consultation with the Consent Authority, Heritage New Zealand and iwi, provided that any relevant statutory permissions have been obtained.	Heritage conditions will be superseded by the MP4 land use consent
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Advice Note: An archaeological authority from Heritage New Zealand Pouhere Taonga may be required before work can proceed.



14.2 – Heritage	Site work shall recommence following consultation with the Councils, Heritage New Zealand Pouhere Taonga, Tangata whenua, and in the case of skeletal remains, the NZ Police, provided that any relevant statutory permissions have been obtained	
15.1 – Nature Conservation and Landscape Values	Within six months of exercising this consent the consent holder shall engage a suitably qualified and experienced ecologist to prepare and submit to the Councils an update of the Coronation North Project Ecological Management Plan (“EMP”). The EMP may be combined with any EMP required by any other consent held by the consent holder for mining operations at Macraes Flat. The purpose of the EMP is to ensure compliance with conditions of this consent and otherwise to minimise the actual and potential adverse effects on the threatened species and locally uncommon species and general ecological values. The EMP shall be developed and prepared in consultation with the Department of Conservation and the consent holder shall provide a copy to the Department of Conservation, Nga Runanga, ORC and Councils. The EMP shall: (a) include sections covering vegetation and threatened plant management, avifauna, lizard management and aquatic management; (b) The objectives of the EMP shall be: i. To minimise the adverse effects from the implementation of the Coronation North Extension Project on amenity/landscape; indigenous vegetation; threatened plants; resident lizard populations; and aquatic biota; ii. To protect indigenous flora, threatened, at risk and locally uncommon plants and vegetation types; resident lizard populations, and aquatic fauna where practicable. (c) Detail the methods by which the objectives set out in Condition 15.1(b) shall be achieved, including i. propagation of three plant species as detailed in Condition 15.6; ii. transplanting of the threatened plants identified in Condition 15.7; iii. minimisation of construction effects including during construction of Trimbells Waste Rock Stack by keeping the area of disturbed land to a minimum; and iv. monitoring. (d) The consent holder shall implement the programme of activities specified in the EMP and in any subsequent EMP reports created pursuant to condition 15.2(c)	Nature conservation and landscape values conditions remain relevant only to the management of ecological areas outside the Coronation Mining Area.
15.2 – Nature Conservation and Landscape Values	The consent holder shall engage a suitably experienced and qualified ecologist, to prepare an annual report: (a) describing the works and other actions completed by the consent holder in the previous twelve months in order meet the purpose and objectives of the EMP; and (b) evaluating the progress of the tussock species planting on rehabilitated land, transplanting of threatened plant species and the propagation and subsequent planting of the three rare plant species listed in Condition 15.6(a). (c) Describing what methods are to be implemented in the following 12 months in order to meet the purpose and objectives of the EMP. The consent holder shall provide the Councils, Nga Runanga and Department of Conservation with a copy of the report by no later than 31 July each year. The report may be combined with any EMP report required by any other consent held by the consent holder for mining operations at Macraes Flat.	
15.3 – Nature Conservation and Landscape Values	The consent holder shall, using a suitably qualified person or persons, fund measures for the translocation and/or cultivation of seeds, cuttings or other cultivation material from a selection of at least 2 of the following plant species taken from plants located within the impacted footprint of the Coronation North project (“salvage species”) for planting out in areas undisturbed by mining activities: <i>Aciphylla subflabellata</i> (target for establishment: 10 plants) <i>Deyeuxia quadriseta</i> (target for establishment: 5 plants) <i>Epilobium insulare</i> target for establishment: 20 plants) and the translocation areas will be mapped in the next update of the EMP	
15.4 – Nature Conservation and Landscape Values	Translocation will be carried out in accordance with the Coronation North Plant Propagation, Translocation and Management Manual.	
15.5 – Nature Conservation and	The consent holder shall monitor the success of all plantings annually for five years following planting and report progress in its annual Ecological Monitoring Report. In this context success means the successful survival and growth of the plant species so that they may form potentially viable populations and shall be monitored by recording the	



Landscape Values	survival and growth of individual plants and noting any flowering and recruitment of new individuals. Success shall be demonstrated by at least 75% of established plants surviving, and at least 50% increasing in size compared with their establishment. Where success is not attained a further round of translocation work in accordance with Conditions 15.3 and 15.4 will be carried out by the consent holder. If suitable material cannot be sourced from the affected area then seeds will as far as practicable be sourced from the Macraes Ecological District.
15.6 – Nature Conservation and Landscape Values	The consent holder shall conduct a survey of lizards, at a minimum in the ‘give up” area shown in Figure 1 and the catchments that are connected to it, to confirm the extent and relative abundance of cryptic skink population (and other rare skinks (e.g. green skink) if they are detected). The survey shall: (a) occur during spring to autumn and will only be undertaken during appropriate weather conditions that maximise the chance of detection; (b) occur over a minimum of three person days; (c) focus around the known cryptic skink location and radiate out from that centre to similar/preferred habitat; (d) be undertaken by an appropriately qualified herpetologist with proven experience in lizard surveys; and (e) the consent holder will consult with the Department of Conservation on the survey design and methodology.
15.7 – Nature Conservation and Landscape Values	The consent holder will report on the results of the lizard survey required by Condition 15.6 as part of the annual Coronation North Ecological Monitoring Report.
15.8 – Nature Conservation and Landscape Values	Within six months of the exercise of this consent, the consent holder will conduct an invertebrate survey of the Trimbells Gully Recommended Area of Protection (RAP). The survey shall: (a) occur during spring to autumn; (b) occur over a minimum of three person days (c) be undertaken by an appropriately qualified entomologist with proven experience in invertebrate survey; and (d) the consent holder will consult with the Department of Conservation on the survey design and methodology
15.9 – Nature Conservation and Landscape Values	The consent holder will report on the results of the invertebrate survey required by Condition 15.8 as part of the annual Coronation North Ecological Monitoring Report.
15.10 – Nature Conservation and Landscape Values	Within six months of the exercise of this consent, the consent holder shall remove approximately 3.6 ha of pine forest and remove any subsequent pine seedlings for a minimum period of three years in the vicinity of Coronation Haul Road and the pine forest / wilding pine removal area will be mapped in the next update of the EMP.
15.11 – Nature Conservation and Landscape Values	The objective of Condition 15.10 is to improve habitat for lizards and invertebrates and allowing populations to grow in extent and abundance while removing any pine seedlings or wilding pines that establish.
15.12 – Nature Conservation and Landscape Values	In consultation with the Department of Conservation the consent holder shall develop and implement a monitoring programme to provide evidence to support or otherwise the stated objective. The monitoring programme shall: (a) include the frequency of lizard and invertebrate monitoring surveys to be conducted (b) be conducted for a minimum of three years and then a decision to extend will be based on a comparison of the results against the objective.



Coronation North Extension Project – WDC 201.2019.1241/2, DCC LUC-2019-42A

15.13 – Nature Conservation and Landscape Values	The consent holder will report on the results of the monitoring programme required by Condition 15.10 as part of the annual Coronation North Ecological Monitoring Report. Advice Note: The actions set out in conditions 15.3 to 15.12 are additional to the actions required under Condition 15 of resource consent LUC-2016-230/B and 201.2016.779.1. The Coronation North Project Ecological Management Plan will retain all original content required from the 2016 consents as well as the additional actions required under these conditions.	
15.14 – Nature Conservation and Landscape Values	As volunteered as part of the Coronation North Extension proposal, within two weeks of the commencement of this consent the consent holder shall, pursuant to section 138 of the Resource Management Act 1991, provide the Councils a written notice of surrender of the 52 hectares of land shown on the attached map ‘Macraes Gold Project – Coronation North Extension Figure 1’ and marked ‘waste rock stack give up boundary’, being land that is consented for disturbance under Coronation North consents LUC 2016-234 and 201.2016.779.	
15.15 – Nature Conservation and Landscape Values	Annually, as part of the consent holder’s Project Overview and Annual Work and Rehabilitation Plan, the area of land to be disturbed in the following 12 months shall be assessed for the presence of the species identified in Condition 15.6 above and a programme for cultivating and planting out and/or translocating a selection of plants taken from those species identified shall be determined by the consent holder in consultation with the Department of Conservation.	
16.1 – Fencing	Stock-proof fencing shall be used to keep livestock away from all working areas.	Fencing conditions superseded by the MP4 land use consent
16.2 – Fencing	On the completion of mining operations the consent holder shall ensure that all fences, required to restrict people and/or stock for safety purposes, are installed and maintained. This shall include fences to be installed and maintained around Coronation North and Coronation pit lakes.	
17.1 – Management of Hazardous Substances	The Consent Holder shall ensure that all fuels and oils used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves.	Operational requirements superseded by the MP4 land use consent
17.2 – Management of Hazardous Substances	Refuelling, lubrication and any mechanical repairs shall be undertaken in a manner that provides sufficient mitigation measures to ensure that no spillages onto the land surface or into water occur.	
18.1 – Bonds, Obligations to be secured	The consent holder shall provide and maintain in favour of the Councils one or more bonds to secure: (a) The performance and completion of rehabilitation in accordance with the conditions of this consent; and (b) The carrying out of the monitoring required by the conditions of this consent; and (c) The remediation of any adverse effect on the environment that may arise from the exercise of this consent; and Compliance with conditions 18.13 - 18.17 of this consent.	Bond conditions remain relevant to the performance of obligations in the ecological areas to which this consent relates outside the Coronation Mining Area. In respect of the mining activities, the bond conditions are superseded by the MP4 land use consent. OGNZL’s intention is for the MP4 bond and trust conditions to prevail across all consents, including in relation to existing ecological areas. These conditions can be rationalised by s127 variation at a later date.
18.2 – Bonds, When to be provided	Before the commencement of this consent, the consent holder shall provide to the Councils one or more bonds required by Condition 18.1	
18.3 – Bonds, Form	Subject to the other provisions of this condition, any bond shall be in the form and on the terms and conditions approved by the Councils.	
18.4 – Bonds, Surety	Any bond shall be given or guaranteed by a surety acceptable to the Councils.	



18.5 – Bonds, Surety	The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy during or after the expiry of this consent.
18.6 – Bonds, Amount	The amount of each bond shall be fixed annually by the Councils which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.
18.7 – Bonds, Amount	The amount of the bond(s) shall include: (a) The estimated costs of complete rehabilitation in accordance with conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. (b) The estimated costs of: i. Monitoring in accordance with the monitoring conditions of the consent; ii. Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; iii. Monitoring any rehabilitation required by this consent. (c) Any further sum which the consent authority considers necessary for monitoring and dealing with any adverse effects on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
18.8 – Bonds, Amount	The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
18.9 – Bonds, Amount	If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Councils may, in writing, vary the amount of the bond(s).
18.10 – Bonds, General	While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
18.11 – Bonds, General	Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Councils.
18.12 – Bonds, Costs	The costs (including the costs of the consent authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
18.13 – Bonds, Expiry or Surrender	For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Councils one or more bonds.
18.14 – Bonds, Expiry or Surrender	The amount of the bond to be provided under Condition 18.13 shall include the amount (if any) considered by the Councils necessary for: (a) Completing rehabilitation in accordance with the conditions of this consent. (b) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. (c) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. (d) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. (e) Contingencies
18.15 – Bonds, Expiry or Surrender	Without limitation, the amount secured by the bond given under Condition 18.13 may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.



18.16 – Bonds, Expiry or Surrender	The bond(s) required by Condition 18.13 must be provided on the earlier of: (a) 12 months before the expiry of this consent; (b) Three months before the surrender of this consent.	
18.17 – Bonds, Expiry or Surrender	Conditions 18.3, 18.4, 18.5, 18.8, 18.9, 18.10 and 18.11 apply to the bond(s) required by Condition 18.13.	
19.1 – Public Liability Insurance	The consent holder shall effect and keep current public liability insurance for an amount not more than twenty million dollars. The amount shall be determined by the Councils in consultation with the consent holder.	Public liability insurance conditions superseded by the MP4 land use consent
19.2 – Public Liability Insurance	The indemnity expressed in the insurance policy shall be sufficiently wide in its coverage so as to include claims arising from damage caused by structural failure, or damage resulting from fire or explosion and all fire fighting costs resulting from the consent holder's operations in respect of the land and from any accidental or otherwise spillage of any chemical or reagent and/or resulting clean up and restoration costs and the costs of mitigation of those events.	
19.3 – Public Liability Insurance	The consent holder shall on request provide the Councils a copy of the insurance policy and the receipt evidencing payment of the premium in respect of any such policy.	
19.4 – Public Liability Insurance	The consent holder shall also indemnify the Councils against any claim arising from the public use of public roads for the time being under control of the consent holder.	
20.1 – Closure of Operations	The consent holder shall annually supply to the Councils a contingency plan for the early closure of the mine, as part of the Project Overview Annual Work and Rehabilitation Programme. This contingency plan shall be updated annually. The plan shall address the objectives listed in Condition 4 and include: (a) An evaluation of the residual risk of the operation with regard to the neighbouring community and environment; and (b) A plan for the long term management of the site, in particular the area of open pits or consequent lakes and the Coal Creek water reservoir, and include details of ongoing maintenance and monitoring requirements and restrictions on future use (c) Describe in detail what needs to be done to: i. Decommission the mine site in accordance with this consent; ii. Rehabilitate the mine site in accordance with this consent; iii. Comply with other conditions relevant to cessation of mining; and iv. The costs needed to comply with (i)-(iii).	Closure conditions superseded by the MP4 land use consent



DEEPDELL NORTH STAGE 3 PROJECT

Deepdell North Stage 3 Project – WDC 201.2019.1454		
#	Condition	Comment
		All conditions on this consent remain relevant to activities in the Deepdell Mining Area except that listed below.
15.1 – Roading	Within 6 months of all of Coronation, Coronation North, Coronation North Extension and Deepdell North Stage III pit excavations and rehabilitation ceasing, the consent holder shall reinstate for public use that part of Golden Point Road south of Horse Flat Road shown on “Appendix I – Map 1 – Deepdell North Stage III proposal areas” annexed to this consent.	This roading condition will be superseded by the MP4 land use consent

FRUG SURFACE INFRASTRUCTURE

FRUG Surface Infrastructure – LUC WDC 201.2020.1499		
#	Condition	Comment
General - 1	This consent shall be exercised in accordance with the Frasers Underground Infrastructure Relocation application for resource consent (hereafter called the ‘FUIR’ in these conditions) except to the extent that such material is inconsistent with the conditions of consent. If there is an inconsistency, the conditions and terms of this consent shall prevail. The FUIR application is described and defined by: (a) The Assessment of Environmental Effects and all supporting documents (which are deemed to be incorporated in, and form part of this consent) attached with the application; (b) The response to a further information request provided on 4 May 2020; and (c) Plan MAC-980-000-DWG-C1-0425 (dated 30/03/3030) and attached to this consent.	Condition remains relevant
General - 2	Pursuant to Section 125(1) of the Resource Management Act 1991, this consent shall lapse on the expiry of five years after the date of issue of the consent unless the consent is given effect to before the end of that period or upon application in terms of section 125(1)(b) of the Act, the Waitaki District Council may grant a longer period of time.	Conditions now redundant
General – 3	The consent holder shall notify the Waitaki District Council in writing of the first exercise of this consent.	
General – 4	In the event of any non-compliance with the conditions of this consent, the consent holder shall notify the Waitaki District Council within one working day of the non-compliance being detected. Within five working days, the consent holder shall provide written notification to the Waitaki District Council providing details of the non-compliance. This notification will, at a minimum, include an explanation of the cause of the non-compliance, the steps taken to remedy the situation, and steps taken to avoid any future occurrence of the non-compliance.	Condition remains relevant
General – 5	The consent holder shall remedy or adequately mitigate any adverse effect on the environment from the exercise of this consent which becomes apparent after the expiry of this consent.	Conditions remain relevant only to the activities that remain authorised by this consent and not the MP4 land use consent
General – 6	Prior to the expiry of this consent, the consent holder shall ensure that all rehabilitation and everything necessary to comply with the conditions of this consent has been completed.	
Monitoring and Review - 7	Pursuant to Section 36 of the Resource Management Act 1991, in addition to the fees payable for the processing of this application, where further site inspections are required because of non-compliance with any of the conditions, the Council may render an account to the consent holder for additional monitoring fees based on time involved.	Conditions remain relevant
Monitoring and Review – 8	Within six months of the date of this decision; and/or upon the receipt of the information identifying non-compliance with the conditions of consent, and/or within twenty working days of each anniversary of the date of this decision, the Council may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this resource consent for any of the following purposes: (a) To deal with any adverse effects on the environment that may arise from the exercise of the consent which were not foreseen at the time the application was considered and which is appropriate to deal with at a later stage; (b) To deal with any adverse effects on the environment which may arise from the exercise of the consent and which could not be properly assessed at the time the application was considered; (c) To avoid, remedy and mitigate any adverse effects on the environment which may arise from the exercise of the consent and which have been caused by a change in circumstances or which may be more appropriately addresses as a result of a change in circumstances, such that the conditions of this resource consent are no longer appropriate in terms of the purpose of the Resource Management Act 1991; (d) Ensuring rehabilitation is completed in accordance with the rehabilitation conditions of this consent; and (e) Requiring the consent holder to adopt the best practicable option to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.	



Rehabilitation - 9	At de-commissioning of the FUIR, the consent holder shall rehabilitate the site in accordance with the following objectives: (a) To ensure short-term and long-term stability of all structures and works and their surrounds; (b) To avoid the need for maintenance after completion of rehabilitation requirements; (c) To protect soil from erosion and to protect water from contaminants affected by mining operations; (d) To stabilise and rehabilitate the banks and surrounds of any waterbodies; (e) To return land to pasture for grazing purposes or alternatively indigenous vegetation; (f) To visually integrate finished structures, landforms and vegetation into the surrounding landscape so they appear to be naturally occurring features; and, (g) To control invasive environmental weeds, including wilding conifers, in the disturbed land for the life of the Macraes Gold Project.	Rehabilitation conditions superseded by the MP4 land use consent
Rehabilitation - 10	The consent holder shall locate, form and shape all earthworks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. If earthworks cannot be fully naturalised, the consent holder shall minimise the extent of their visibility and maximise their integration into the surroundings.	
Rehabilitation – 11	The consent holder shall, as far as practicable, stockpile soil from any disturbed land, unless the soil is required to be left in place to protect water and soil values.	
Rehabilitation – 12	All salvaged soil shall be used on disturbed land for rehabilitation purposes.	
Rehabilitation – 13	The consent holder shall take practical measures to minimise the clearance of vegetation. This shall include the following protocols: (a) Clearly marking out areas to be cleared; (b) Only clearing authorised areas as they are required; and (c) Avoiding driving vehicles and machinery outside of established tracks or areas that are authorised by this consent to be cleared.	
Rehabilitation – 14	The consent holder shall, in accordance with the rehabilitation objectives, undertake progressive rehabilitation of disturbed land as completion of operational activities allow. It shall be revegetated with pasture for grazing purposes or alternatively with indigenous vegetation.	
Rehabilitation – 15	After rehabilitation, the consent holder shall maintain vegetation cover within rehabilitated areas until the expiry of this consent and ensure that the vegetation, including any vegetation established on disturbed land, as far as practicable, shall be designed and implemented to be self-sustaining after expiry of the consent. <i>Advice Note:</i> <i>The above condition recognises that pasture used for grazing is not sustainable without inputs and management.</i>	
Weed surveillance and control – 16	The consent holder shall carry out surveys for and control of weeds on a regular basis while carrying out activities authorised by this consent.	Condition superseded by the MP4 land use consent
Site decommissioning and closure - 17	The consent holder shall decommission the FUIR within 12 months of underground mining ceasing unless the consent holder informs the Council in writing that the infrastructure associated with FUIR is to be used for other mining purposes and includes an expected decommissioning date.	Site decommissioning and closure conditions superseded by the MP4 land use consent
Site decommissioning and closure – 18	The consent holder shall submit a Site Decommissioning Plan of the FUIR to the Waitaki District Council not less than 12 months before completion of the operations and in accordance with condition 17.	



Site decommissioning and closure - 19	The Site Decommissioning Plan shall include, but not be limited to: (a) A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures or other and works which are authorised or required to remain under another consent after the relevant consents expire; (b) A summary of rehabilitation completed to date, and details of rehabilitation required to fulfil the conditions of this consent and any related consents; (c) Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment; (d) Details of specific infrastructure to remain on-site post-closure including any monitoring structures required by any related consent to remain after the expiry of the consents (e) Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure activities are carried out in accordance with the conditions of this consent; (f) Details of measures to protect public safety, including any fencing yet to be completed; and (g) The costs of complying with (a)-(f) above.	
Site decommissioning and closure – 20	The Site Decommissioning Plan for this consent may be combined with any Site Decommissioning Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.	
Site decommissioning and closure - 21	The consent holder shall remove all buildings, plant and equipment (whether attached to the land or not) associated with site decommissioning. This condition does not apply to any plant and equipment, including any monitoring structure, which by any resource consent after decommissioning or after this consent expires.	
Complaints – 22	The consent holder shall maintain a record of any complaints received regarding its operation. The register shall include, but not be limited to: (a) Name and location of site where the problem is experienced; (b) Nature of the problem; (c) Date and time problem occurred, and when reported; and (d) Action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.	Operational requirements superseded by the MP4 land use consent
Complaints – 23	The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by other consents held by the consent holder including 201.2011.35 or provided to the Waitaki District Council on request.	
Noise – 24	The consent holder shall ensure that all construction activities associated with the establishment of the facility are designed and carried out, so the noise generated by the activity meets NZS 6803:1999 standards.	
Noise – 25	The consent holder shall ensure that all operation activities associated with the site are designed and conducted so that the following noise limits are not exceeded at the locations specified in Condition 26: (a) On any day between 7.00am to 9.00pm (daytime): 50 dBA LAeq; and (b) On any day between 9.00pm to 7.00am the following day (night-time): 40dBA LAeq; and/or 70 dBA LAmax.	
Noise – 26	Noise measurements shall be taken at the notional boundary of any dwelling not owned by the consent holder. The notional boundary is defined as a line 20 metres from the exterior wall of any dwelling or the legal boundary where this is closer to the dwelling.	
Noise – 27	All noise measurements referred to in Conditions 24 and 25 above shall be measured in accordance with the provisions of NZS 6801:2008 Acoustics: Measurement of Environmental Sound and shall be assessed in accordance with the provisions of NZS 6802:2008 Acoustics: Environmental Noise.	



Fire – 28	The consent holder shall maintain an emergency response capability at the Macraes Gold Operation site and will take every reasonable precaution in the operation of the site authorised by this consent to prevent fires from establishing.	
Lighting – 29	All flood lighting luminaires utilised at site between sunset and sunrise that could potentially cause a glare nuisance, or a traffic hazard shall be, as far as is practicable, orientated so that the principal output is directed away from residences and traffic.	
Fencing – 30	Stock-proof fencing shall be erected and maintained to keep livestock away from all working areas.	
Entrance – 30	The consent holder shall seal the entrance off Golden Point Road to a width of 6m and shall have a pavement depth of not less than 270mm.	
Management of Hazardous Substances – 31	The consent holder shall ensure that all fuels, oils and other hazardous substances used at the site are contained in appropriately bunded facilities that can accommodate the total volume of the hazardous substances used or stored and that all fuel/oil dispensers are fitted with nonreturn valves.	Operational requirements superseded by the MP4 land use consent
Management of Hazardous Substances – 32	Refuelling, lubrication and any mechanical repairs shall be undertaken in a manner that provides sufficient mitigation measures to ensure that no spillages occur onto the land surface or into water.	
Accidental discovery protocols – 33	If the consent holder discovers koiwi takata (human skeletal remains), or Maori artefact material, the consent holder shall without delay: (a) Notify the consent authority, Takata whenua and Heritage New Zealand Pouhere Taonga, and in the case of skeletal remains, the New Zealand Police; (b) Stop work within the immediate vicinity of the discovery to allow a site inspection by Heritage New Zealand Pouhere Taonga and the appropriate runaka and their advisors, who shall determine whether the discovery is likely to be extensive, if a thorough site investigation is required, and whether an Archaeological Authority is required; (c) Any koiwi takata discovered shall be handled and removed by tribal elders responsible for the tikanga (custom) appropriate to its removal or preservation; (d) Site work shall recommence following consultation with the consent authority, Heritage New Zealand Pouhere Taonga, Takata whenua, and in the case of skeletal remains, the New Zealand Police, provided that any relevant statutory permissions have been obtained. <i>Advice note</i> <i>An Archaeological Authority from the Heritage New Zealand Pouhere Taonga may be required before work can proceed.</i>	
Bonds – 34	The consent holder shall provide and maintain in favour of the consent authority one or more bonds to secure: (a) The performance and completion of rehabilitation in accordance with the conditions of this consent; and (b) The carrying out of the monitoring required by the conditions of this consent; and (c) The remediation of any adverse effect on the environment that may arise from the exercise of this consent. (d) Compliance with Conditions 45 to 49 of this consent.	Bond conditions superseded by the MP4 land use consent as all ongoing obligations captured in this consent will be superseded by the MP4 land use consent.
Bonds – 35	Before the first exercise of this consent, the consent holder shall provide to the consent authority one or more bonds required by Condition 34;	
Bonds – 36	Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the consent authority;	
Bonds – 37	Any bond shall be given or guaranteed by a surety acceptable to the consent authority;	
Bonds – 38	The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder, or the occurrence of any adverse environmental effect requiring remedy, during or after the expiry of this consent;	
Bonds – 39	The amount of each bond shall be fixed annually by the consent authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded;	



Bonds – 40	The amount of the bond(s) shall include: (a) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the FUIR operations; (b) The estimated costs of: i. Monitoring in accordance with the monitoring conditions of the consent; ii. Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; iii. Monitoring any rehabilitation required by this consent. (c) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
Bonds – 41	The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry; (a) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the consent authority may, in writing, vary the amount of the bond(s);
Bonds – 42	While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited;
Bonds – 43	Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, the surety and the consent authority;
Bonds – 44	The actual and reasonable costs (including the costs of the consent authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder;
Bonds – 45	For a period of 20 years from the expiry or surrender of this consent, the consent holder shall provide, in favour of the consent authority, one or more bonds;
Bonds – 46	The amount of the bond to be provided under Condition 45 shall include the amount (if any) considered by the consent authority necessary for: (a) Completing rehabilitation in accordance with the conditions of this consent. (b) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. (c) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. (d) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. (e) Contingencies.
Bonds – 47	Without limitation, the amount secured by the bond given under Condition 45 may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect;
Bonds – 48	The bond(s) required by Condition 45 must be provided on the earlier of: (a) 12 months before the expiry of this consent. (b) Three months before the surrender of this consent.
Bonds – 49	Conditions 36, 37, 38, 39, 40, 41 and 43 apply to the bond(s) required by Condition 45.



MACRAES PHASE 3 PROJECT

Macraes Phase 3 Project – LUC 201.2011.35/2		
#	Condition	Comment
	Pursuant to the Resource Management Act 1991, the Waitaki District Council grants its consent to Oceana Gold (New Zealand) Limited for gold mining operations involving: (a) The extraction of minerals and overburden by mechanical means from open pits centred on the following grid references; Round/Southern Pit Extension at NZTM 13992714974263, Southern Pit at NZTM 13994604973916, Innes Mills Pit at NZTM 14005884972943 and Frasers Pit at NZTM 14011524971939, respectively, as shown on Map A annexed, and also from underground mining; (b) The transport, treatment and processing of minerals including Reefton concentrate; (c) The stacking, deposit and storage of substances considered to contain any mineral including Reefton concentrate; (d) The construction, maintenance and operation of works, land improvements, machinery and equipment and the use of the processing plant and the use and storage of hazardous substances centred at NZTM 13986714973931 as shown on Map A (28 September 2011) annexed; (e) The deposit of waste rock produced by the operation centred on the following grid references: Northern Gully Waste Rock Stack (NZTM 13997854974655), Back Road Waste Rock Stack (NZTM 14013374974513), Frasers East Waste Rock Stack (NZTM 14022584972772), Frasers West Waste Rock Stack centred at NZTM 14007574970734, Frasers North Waste Rock Stack (NZTM 14017214973316) and Frasers South Waste Rock Stack (NZTM 14020654971366) and the deposit of waste rock from the operation into Golden Point Pit (NZTM 13989114974541) and the open pits as shown on Map A (28 September 2011) annexed and described at (a) above; (f) The construction and maintenance of a Mixed Tailings Impoundment and a Reclaimed Tailings stack centred at NZTM 13988914973180, the Southern Pit 10 Tailings Impoundment centred at NZTM 13999184973385, Southern Pit 11 Tailings Storage Facility (NZTM 13996774973662), and the Top Tipperary Tailing Impoundment Storage Facility centred NZTM 14027784973939 and as shown on Map A (28 September 2011) annexed; and the deposit or discharge of tailings refuse and waste water from the operation into the tailings storage facilities created by the dams; (g) The construction, operation and maintenance of Lone Pine Water Storage Dam centred at NZTM 13980064973615 and the Camp Creek Water Storage Dam centred at NZTM 13961714973864 as shown on Map A (28 September 2011) annexed; (h) Two realignments of part of the Macraes-Dunback Road as shown on Maps A and B1 and B2 (28 September 2011) and the realignment of part of Golden Bar Road; and (i) The de-commissioning, rehabilitation, de-construction or dismantling of the mine and of any structures and works resulting from activities set out in paragraphs a-h above. (j) The construction, operation and maintenance of Māori Tommy Silt Pond, Battery Creek Silt Pond, Northern Gully Silt Pond, Frasers West Silt Pond, Murphys Creek Silt Pond and various other silt ponds for controlling runoff from mining operations. (k) The formation of pit lakes in Round Hill/Golden Point Pit and Frasers/Innes Mills Pit. (l) Deconstruction of the Southern Pit 11 Tailings Storage Facility centred at NZTM 13999774973662 and the reclamation and deposition of the tailings in a Reclaimed Tailings Stack located on the Mixed Tailings Storage Facility centred at NZTM 13988914973180, as shown on Map A (28 September 2011) annexed. This consent shall commence upon the consent authority accepting the surrender under section 138 of the Act of land use consents LRC01/21, LRC02/45, LRC02/51, LRC03/14, LRC05/24, LRC03/84, LRC 96/98, and LRC 96/99. An application under section 127 of the Act to change the conditions of consent LRC05/85 shall be made prior to commencement of this consent. The duration of this consent shall be 35 years.	The parts of this condition will remain relevant where they describe activities that will occur or will otherwise remain authorised outside of the MP4 land use consent area. This includes (but is not necessarily limited to): > The construction and maintenance of the Top Tipperary Tailing Impoundment Storage Facility (part of clause (f)); > The construction, operation and maintenance of Lone Pine Water Storage Dam and the Camp Creek Water Storage Dam (clause (g)); > The construction, operation and maintenance of Māori Tommy Silt Pond, Battery Creek Silt Pond, Northern Gully Silt Pond, Frasers West Silt Pond, Murphys Creek Silt Pond and various other silt ponds for controlling runoff from mining operations. Otherwise, this condition lists operational and closure activities that will all be provided for by the MP4 land use consent going forward. It remains relevant only to the extent it describes what was originally authorised by this consent. Noting that the MP4 land use consent, requires surrender of the parts of this consent that relate to the extension of BRWRS and the construction of Frasers North WRS, other parts of this consent could be considered for partial surrender at a later date. Alternatively, the scope of this consent could be rationalised by s127 variation to limit or avoid overlap with the MP4 land use consent.
DEFINITIONS		Definitions remain relevant
"Act" means the Resource Management Act 1991, and includes all amendments to the Act, and any enactments made in substitution for the Act. "Project Overview and Annual Work and Rehabilitation Plan" means the Project Overview and Annual Work and Rehabilitation Plan required by Condition 34. "Building" means any temporary or permanent structure. "Building Work" means work for or in connection with the construction, alteration, operation, demolition or removal of a building and includes site work.		

"Council" means the Waitaki District Council and includes its successors, and also includes any person to whom the consent authority delegates or transfers any of its functions, powers and duties as a consent authority under the Act.

"Disturbed Land" means any land where the soil has been removed or modified and includes any waste rock stacks, tailings impoundments or any other structures that have not been rehabilitated with soil and vegetation;

"Exploration" means any activity undertaken for the purpose of identifying mineral deposits or occurrences and evaluating the feasibility of mining particular deposits or occurrences of one or more minerals; and includes any drilling, dredging, or excavations (whether surface or sub-surface) that are reasonably necessary to determine the nature and size of a mineral deposit or occurrence; and "to explore" has a corresponding meaning.

"Landscape Architect" means a professional member of the New Zealand Institute of Landscape Architects Inc or equivalent body.

"Macraes Ecological District" means the area described by the Department of Conservation (James Bibby), 1997: *Macraes ecological district: survey report for the Protected Natural Areas Programme*, ISBN 0478019254, 9780478019254 and as also defined in McEwen, W.M. (1987): *Ecological regions and districts of New Zealand, incorporating third revised edition in four 1:500 000 maps (Part 4)*. New Zealand Biological Resources Centre publication No. 5. 125p + maps.

"Macraes Village" means the Macraes Township Zone identified on the Planning Maps 72 in the Waitaki District Plan, deemed operative on 23 August 2010

"Mining" means to take, win, or extract, by whatever means, a mineral existing in its natural state in land, or a chemical substance from that mineral, for the purpose of obtaining the mineral or chemical substance; but does not include prospecting or exploration; and "to mine" has a corresponding meaning.

"Mining Operations" means operations in connection with mining, exploring, or prospecting for any mineral, gold, including –

- (a) The extraction, transport, treatment, processing, and separation of any gold mineral; and
- (b) The construction, maintenance, and operation of any works, structures, and other land improvements, and of any machinery, and equipment, connected with such operations; and
- (c) The removal of overburden by mechanical or other means, and the stacking, deposit, storage, and treatment of any substance considered to contain any mineral; and
- (d) The deposit or discharge of any mineral, material, debris, tailings, refuse, or wastewater produced from or consequent on, any such operations; and
- (e) The doing of all lawful acts incidental or conducive to any such operations - when carried out at or near the site where the mining, exploration, or prospecting is carried out.

"ORC" means the Otago Regional Council and includes its successors, and also includes any person to whom the council delegates or transfers any of its functions, powers and duties under the Act

"Prospecting" means any activity undertaken for the purpose of identifying land likely to contain exploitable mineral deposits or occurrences; and includes:

- (a) Geological, geochemical, and geophysical surveys;
- (b) The taking of samples by hand or hand held methods; and
- (c) Aerial Surveys, -

and "to prospect" has a corresponding meaning.

"Site work" means work on a building site, including earthworks, preparatory to or associated with the construction, alteration, demolition or removal of a building.



"Structure" includes a dam and a waste rock stack.

"Supporting documents" means the supporting documents listed as Appendices 1- 41, and Addendums to the Macraes Phase III Expansion lodged and receipted by the Council on 17 June 2011, and also includes all other material (including statements of evidence and submissions) provided by the applicant to the consent authority in support of the application for the consent.

"Rehabilitation objectives and terms" means the rehabilitation, objectives and terms set out in Condition 5.

"Rural Scenic Zone" means the Rural Scenic Zone identified on the Planning Maps 72, 30, 31, 33 and 34 in the Waitaki District Plan, deemed operative on 23 August 2010.

"Works" includes any excavation and includes a road.

1.1 – General	This consent shall be exercised substantially in accordance with the Macraes Phase III application for resource consent lodged to, and receipted by, the Council on 17 June 2011, including the Assessment of Environmental Effects and all supporting documents (which are deemed to be incorporated in, and form part of this consent), except to the extent that any condition in this consent is inconsistent with such material. If there is an inconsistency the conditions and terms of this consent shall prevail.	Condition remains relevant
1.2 – General	Pursuant to Section 125(1) of the Resource Management Act 1991 this consent shall lapse on the expiry of five years after the date of issue of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1) (b) of the Act, the Consent Authority may grant a longer period of time.	Conditions now redundant
1.3 – General	The consent holder shall notify the Consent Authority in writing of the first exercise of this consent.	
1.4 – General	In addition to the fees payable for the processing of this application, where further site inspections are required to monitor compliance with any of the conditions, the Council may render an account to the consent holder for additional monitoring fees at the rate prescribed in the Annual Plan on the basis of time involved.	Conditions remain relevant
1.5 – General	In the event of any non-compliance with the conditions of this consent, the consent holder shall notify the Council within 24 hours of the non-compliance being detected. Within five working days the consent holder shall provide written notification to the Council providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non-compliance, the steps taken to remedy the situation and steps taken to avoid any future occurrence of the non-compliance.	
1.6 – General	The Consent Authority may, in accordance with sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions in the last week of March in any year: for the purposes of: (a) Dealing with any adverse effect on the environment which may arise from the exercise of this consent and which is appropriate to deal with at a later stage, (b) Ensuring the conditions of this consent are appropriate, (c) Ensuring rehabilitation is completed in accordance with the rehabilitation conditions of this consent; Requiring the consent holder to adopt the best practicable option to remove or reduce any adverse effect on the environment.	
1.7 – General	The Council may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu Ki Otago on behalf of Te Rūnanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention under Sections 128 and 129 to review the conditions of this consent for the purpose of amending or adding conditions to avoid, remedy or mitigate any adverse effects on cultural values and associations from activities authorised under this consent.	Condition now redundant
1.8 – General	The consent holder shall remedy or adequately mitigate any adverse effect on the environment from the exercise of this consent which becomes apparent after the expiry of this consent.	Conditions remain relevant only to the activities that remain authorised by this consent and not the MP4 land use consent
1.9 – General	Prior to the expiry of this consent, the consent holder shall ensure that all rehabilitation and everything necessary to comply with the conditions of this consent has been completed.	
2.1 – Location	The pits, gold processing plant, two water storage reservoirs, deviation of Macraes-Dunback Road and Golden Bar Road, and other features shall not materially exceed those footprints shown on Map A (28 September 2011) annexed. The corridor for the deviation of the Macraes-Dunback Road and Golden Bar Road is shown on Maps B1 and B2 (28 September 2011) annexed.	Limitations superseded by the MP4 land use consent except for activities outside of the MP4 land use



2.2 – Location	The Mixed Tailings Impoundment, Southern Pit 10 Tailings Impoundment and the Top Tipperary Tailings Storage Facility shall not exceed those footprints shown on Map A (28 September 2011) annexed.	consent area (including Camp Creek Dam) that remain authorised by this consent.
2.3 – Location	All waste rock stacks shall be formed so that the whole footprint of the stack is used as shown on Map A (28 September 2011) except in the following circumstances: (a) In the case of Frasers West Waste Rock Stack the whole footprint of the stack is used as shown Map C (Plan 1, dated 09/12/2003) with its northern boundary being developed in accordance with the contours, together with the cross sections, shown on Plan 2A (ENV C0061/04); (b) In the case of Frasers East Waste Rock Stack the whole footprint of the stack is used as shown on Map D (dated 29 May 2006) with the boundary around Gay Tan’s mine being developed in accordance with the contours shown on Plan D1 – Landscape Concept (ENV C256/05). When the waste rock stack is reduced proportionally.	
3.1 – POAWRP	The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Council by 31 March each year, that will cover the forthcoming year. The consent holder may, at any time, submit to the Council an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to: (a) A description and timeline of intended mining activities for the duration of mining operations including a plan showing the location and contours of all existing and proposed structures at completion of mining; (b) A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; (c) A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; (d) An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; (e) Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; (f) A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; (g) A description and discussion of any non-compliance with any conditions of consent that have occurred in the last 12 months and the steps that were taken to deal with it and the results of those steps; (h) A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation is proposed or has been undertaken as a result of a non-compliance event and/or any adverse effects on the environment; (i) A summary description of all Management Plans and Manuals required under this landuse consent and any resource consents issued by ORC and details of any review or amendment of any of the Management Plans or Manuals; (j) An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months; (k) A detailed section on rehabilitation including, but not limited to the following: - The total area of disturbed land in the mine site yet to receive rehabilitation and indicative rehabilitation dates for various areas of the mine site; - The area of additional disturbed land in the coming year that will require future rehabilitation; - The area of disturbed land rehabilitated in the previous year; - The area of disturbed land proposed to be rehabilitated in coming year; - A description of rehabilitation planned for the next five years; - A description of proposed rehabilitation methods for any area, including proposed topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months.; - The details of the location, design (including shape form and contour) and construction of all permanent structures; - Drainage details for any disturbed land and recently rehabilitated areas; - Details of any vegetation to be used as part of rehabilitation for the next 12 month period;	Operational requirements superseded by the MP4 land use consent except for activities outside of the MP4 land use consent area (including Camp Creek Dam) that remain authorised by this consent.



- x. Detailed results of any revegetation trials.
 - (l) A description of any rehabilitation problems encountered and the steps being taken to resolve these problems;
 - (m) An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;
 - (n) An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;
 - (o) An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;
 - (p) A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months in accordance with Condition 22; and
- Any other information required by any other condition of this consent and any related consent.

3.2 – POAWRP	The consent holder shall provide the Chair of Macraes Community Incorporated, Kāti Huirapa ki Puketeraki and Te Rūnanga o Moeraki with a copy of each Project Overview and Annual Work and Rehabilitation Plan.
3.3 - POAWRP	The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.
3.4 – POAWRP	The consent holder shall provide the Council with any further information, or report, which the Council may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Council.
3.5 – POAWRP	The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.
3.6 - POAWRP	The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.
4.1 – Rehabilitation	The rehabilitation objectives to be achieved by the consent holder are:- (a) To ensure short and long term stability of all structures and works and their surrounds; (b) To avoid maintenance after completion of rehabilitation requirements; (c) To protect soil from erosion and to protect water from contaminants affected by mining operations; (d) To stabilise and rehabilitate the banks and surrounds of any waterbodies; (e) To return land as closely as possible to its original condition, including any improved pasture or indigenous vegetation appropriate to the area; and To visually integrate finished structures, land-forms and vegetation into the surrounding landscape so they appear to be naturally occurring features.
4.2 – Rehabilitation, Earth Shaping and Visual	The consent holder shall locate, form and shape all earthworks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. If earthworks cannot be fully naturalised, the consent holder shall minimise the extent of their visibility and maximise their integration into the surroundings.
4.3 – Rehabilitation, Earth Shaping and Visual	The consent holder shall use a landscape architect in the planning and design of all permanent earthworks and structures.
4.4 – Rehabilitation, WRS	The consent holder shall design and construct the waste rock stacks in accordance with the following principles: (a) Slopes shall be suitably concave or convex in cross-profile to match nearby natural slopes; (b) Slope gradients shall be no steeper than nearby natural surfaces;

Rehabilitation requirements superseded by the MP4 land use consent except for activities outside of the MP4 land use consent area (including Camp Creek Dam) that remain authorised by this consent.



- (c) Transitions between natural and formed surfaces shall be rounded and naturalised;
- (d) Contours should be curvilinear in plan form, in keeping with original natural contours in that area;
- (e) The skyline shall be variable and curved, simulating natural skylines;
- (f) New landforms shall be aligned and located so they seem to continue, not cut across, existing landscape patterns; and
- (g) Silt ponds shall be removed and the site rehabilitated or be converted to stock water drinking ponds following completion of mining operations and rehabilitation within the respective catchment.

4.5 – Rehabilitation, WRS	Where practicable waste rock shall be backfilled into pits in order to minimise the size of waste rock stacks.
4.6 – Rehabilitation, Soil	The consent holder shall, as far as practicable, stockpile soil from any disturbed land, unless the soil is required to be left in place to protect water and soil values.
4.7 – Rehabilitation, Soil	All salvaged soil shall be used on disturbed land for rehabilitation purposes.
4.8 – Rehabilitation, Revegetation	The consent holder shall in accordance with the rehabilitation objectives undertake progressive rehabilitation of disturbed land as operational activities allow. It shall be revegetated with either: (a) Improved pasture with a productive potential that is typical for the area or better; (b) Shelter trees, provided the following species are not planted: i. Lodgepole pine <i>Pinus contorta</i> ii. Scots pine <i>Pinus sylvestris</i> iii. Corsican pine <i>Pinus nigra</i> iv. Dwarf mountain pine <i>Pinus uncinata</i> v. Mountain pine <i>Pinus mugo</i> vi. Douglas fir <i>Pseudotsuga menziesii</i> vii. All larches <i>Larix</i> species viii. All alders <i>Alnus</i> species ix. All willows <i>Salix</i> species x. Sycamore <i>Acer pseudoplatanus</i>
4.9 – Rehabilitation, Revegetation	Indigenous species which are as far as practicable sourced from the Macraes Ecological District.
4.10 – Rehabilitation, Revegetation	The consent holder shall maintain vegetation cover until the expiry of this consent and ensure that the vegetation, including any vegetation established on disturbed land, shall be self-sustaining after expiry.



4.11 – Rehabilitation, Tailings Impoundments	Rehabilitation of the Top Tipperary Tailings Storage Facility, the Southern Pit 10 Tailings Storage Facility and the Camp Creek Reservoir embankments shall be progressive and shall include: (a) Rounded and naturalised transitions between natural and formed surfaces; (b) Establishment of a suitable surface drainage system; (c) Placement of soil and the revegetation of exposed faces within 12 months of construction in accordance with Condition 4.8;	Rehabilitation requirements in respect of MTI and Southern Pit TSF superseded by the MP4 land use consent. Rehabilitation requirements otherwise remain applicable to Top Tipperary TSF.
4.12 – Rehabilitation, Tailings Impoundments	Rehabilitation of the Top Tipperary Tailings Storage Facility, the Mixed Tailings Storage Facility (and associated reclaimed tailings stack) and the Southern Pit 10 Tailings Storage Facility impoundment surfaces shall include: (a) Final grading of the surface; (b) Capping of the tailings with an appropriate low permeability cover and placement of topsoil over the cap; (c) Establishment of a suitable surface drainage system to shed water from the impoundment area; (d) Placement of soil and revegetation on exposed faces within 12 months of construction in accordance with Condition 4.8, provided that no deep rooting plants, shrubs or trees are planted on any part of any tailings storage facility impoundment cap. (e) Under section 108 (2) (d) and (7) of the Act, the consent holder shall enter into a covenant in favour of the Council in respect of performance of Condition 4.12 (d) insofar that no deep rooting plants, shrubs or trees are planted on any part of any tailings storage facility impoundment cap. The covenant shall be in the form required by the Council and shall be registered against the title or titles to the land concerned. The covenant may be varied, cancelled or renewed at any time by agreement between the consent holder, or any subsequent land owner and the Council. All costs, including the costs of the Council, in relation to the preparation, execution and registration of the covenant, any variation, renewal, or cancellation, shall be paid by the consent holder, or any subsequent land owner.	
4.13 – Rehabilitation, Soil and Pasture Monitoring	At the three year anniversary of this consent, the consent holder shall complete a review of all soil and pasture on land that has been rehabilitated. The review shall include, but not be limited to, the following: (a) Monitoring for ground cover, species components, plant nutrition status, soil organic matter and concentrations of exchangeable nutrients in the soil; (b) Analysis and interpretation of the monitoring results by a suitably qualified soil or agricultural scientist; (c) Evaluation of the vegetation and its potential to be self-sustaining for pastoral farming after mining ceases; and (d) Any necessary recommendations for future rehabilitation, including plant species or varieties to be used, cultivation and seeding methods to be introduced, or fertilisers to be used. A copy of the review shall be forwarded to the Council within three months of the three year anniversary of this consent.	Rehabilitation requirements superseded by the MP4 land use consent except for activities outside of the MP4 land use consent area (including Camp Creek Dam) that remain authorised by this consent.
4.14 – Rehabilitation, Buildings	Before the expiry of the consent the consent holder shall remove all buildings, plant and equipment (whether attached to the land or not) associated with the exercise of this consent.	
4.15 – Rehabilitation, Buildings	This condition does not apply to (a) Any waste rock stacks, permanent earthworks, tailings impoundments, water storage reservoirs, waterbody, road or other works and any associated plant and equipment which under this or any other resource consent is permitted or required to remain after this consent expires; (b) Any rehabilitation required by this or any other resource consent; (c) Any buildings associated with the end-of-mine-life rehabilitation and community strategy authorised by this consent; (d) Any monitoring structure required by this or any other resource consent to remain after the expiry of this consent; (e) The buildings to be transferred or covenanted, or protected using another instrument, by the Macraes Community Development Trust under Condition 6 below.	



5.1 – Decommissioning and Closure	The consent holder shall submit to the Council a Site Decommissioning Plan, not less than 12 months before completion of mine operations.	Decommissioning and closure requirements superseded by the MP4 land use consent except for activities outside of the MP4 land use consent area (including Camp Creek Dam) that remain authorised by this consent.
5.2 – Decommissioning and Closure	The Site Decommissioning Plan shall be prepared in consultation with takata whenua, Macraes Community Development Trust and Macraes Community Incorporated.	
5.3 – Decommissioning and Closure	The Site Decommissioning Plan shall include but not be limited to: (a) A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings impoundments, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire; (b) A summary of rehabilitation completed to date, and a details of rehabilitation required to fulfil the conditions of this consent and any related consents; (c) Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment; (d) Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents; (e) Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure activities are carried out in accordance with the conditions of this consent; (f) Details on the decommissioning of any infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; (g) Details of measures to protect public safety, including any fencing yet to be completed; (h) The costs of complying with (a)-(g) above.	
5.4 – Decommissioning and Closure	Within one year of construction activity commencing for each of the Top Tipperary Tailings Storage Facility, the Mixed Tailings Storage Facility (and associated reclaimed tailings stack) and the Southern Pit 10 Tailings Storage Facility, the consent holder shall provide the Council with a Closure Manual for each respective tailings storage facility. The manual shall include, but not be limited to: (a) Decommissioning requirements to ensure an acceptable stable post-closure landform; (b) Details of the impoundment capping process and rehabilitation of the final surface; (c) Measures to ensure long-term secure storage of tailings and minimisation of the release of any contaminants; and (d) Monitoring and maintenance requirements (e) The costs of complying with (a)-(d) above.	
5.5 – Decommissioning and Closure	The consent holder shall exercise this consent in accordance with the Closure Manual. The consent holder shall review the plan annually and if necessary update it. Details of the review and any amendments to the Plan shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Council shall be provided with any updates of the plan within one month of any update occurring.	
6.1 – Community Sustainability	The Consent Holder shall establish a Macraes Community Development Trust (“the Trust”).	Community sustainability conditions remain relevant
6.2 – Community Sustainability	The purposes of the Trust shall be to benefit the Macraes community by supporting activities that relate to the social, economic and cultural wellbeing of the Macraes community, particularly after mining by the consent holder has ceased and shall include: (a) Promotion of the economic viability of the Macraes community; (b) Promotion of the employment opportunities within the Macraes community; (c) Promotion of Macraes as a desirable location for permanent residents;	



- (d) Promotion of Macraes as a destination and place of interest for travellers;
- (e) Creation and enhancement of infrastructure and facilities of use to residents and visitors.

6.3 – Community Sustainability	The Trust shall be established by a Trust deed prepared by the consent holder as settlor and approved by the Council.
6.4 – Community Sustainability	The Trust deed shall contain all the terms required by this consent;
6.5 – Community Sustainability	A copy of the executed Trust deed shall be lodged with the Council within 6 months of the granting of the consent order commencing the conditions consent under appeal.
6.6 – Community Sustainability	The Trust shall have up to 5 Trustees: (a) The consent holder may appoint one Trustee until the end of its mining operations at Macraes; (b) Macraes Community Incorporated may appoint 2 Trustees; (a and b together referred to as the “First Trustees”); (c) An additional Trustee shall be appointed by the First Trustees and must be independent of the entities the First Trustees represent; and (d) The Trustees shall also invite a representative of the Waitaki District Council as a Trustee.
6.7 – Community Sustainability	The Trust deed shall provide that the Trustees must deal with the funds available for distribution by distributing both capital and income, the proportion and amounts of which shall be determined at the full discretion of the Trustees.
6.8 – Community Sustainability	On execution of the Trust deed by the consent holder the consent holder shall: (a) Appoint a trustee; and (b) Settle \$2,200,000 on the Trust, as adjusted from November 2011 to the date of payment in accordance with the Reserve Bank of New Zealand CPI (General) measured at a quarterly frequency.
6.9 – Community Sustainability	The consent holder shall continue to be responsible for the operation and maintenance of the existing artworks listed below until at least the end of mining operations: (a) Small artwork 1 “Snow Tussock”; (b) Small Artwork in the Church; (c) Medium Artwork 2 “Haast Eagle” which shall be relocated at the consent holder’s cost to the Macraes Wetland site (Sections 70 and 71, Block I Highlay SD) or to another site agreed between the consent holder and Macraes Community Incorporated: These shall be identified on the updated Heritage and Art Park Management Plan described in condition 6.10 below.
6.10 – Community Sustainability	The consent holder shall update the Heritage and Art Park Management Plan 2005 (“HAPMP”) in consultation with the Macraes Community Development Trust and submit copies to the Council and Macraes Community Development Trust within 12 months of granting of the consent order commencing the conditions of consent under appeal. The HAPMP shall incorporate the obligations referred to in conditions set out under ‘17 Heritage’, as well as the following matters: (a) Signage from public roads for each artwork, listed in condition 6.9 prior to December 2020; (b) Interpretation boards, where applicable, for all Heritage and Art Park items restored and/or created by the consent holder; (c) Details of access to and from all Heritage and Art Park items restored and/or created by the consent holder. (d) Any other associated or incidental matters relating to all Heritage and Art Park items restored and/or created by the consent holder.



6.11 – Community Sustainability	Within 12 months of Council receiving the updated HAPMP, the consent holder shall implement the HAPMP and continue to be responsible for the operation and maintenance of the matters referred to in the HAPMP, excluding those sites administered by the Trust, until the end of mining operations.
6.12 – Community Sustainability	The consent holder shall, if called upon by the Trust within 12 months of the Trust receiving the HAPMP transfer to the Trust unencumbered freehold title to such of the land (including buildings and fixtures) requested by the Trust, being the land in: (a) Sections 37, 38, 39, 40, 63, 64 and 65 Blk 1 Town of Macraes (being part of the land contained in CFR OTA1/850); (b) Sections 41 and 42 Blk 1 Town of Macraes (contained in CFR OT9C/260); (c) Section 8 Blk 1 Town of Macraes (contained in CFR OT211/221); (d) Section 9 Blk 1 Town of Macraes (contained in CFR OT211/222); (e) Section 10 Blk 1 Town of Macraes (contained in CFR OT2C/990).
6.13 – Community Sustainability	The consent holder shall register in favour of the Trust, if called upon by the Trust, before mining operations by the consent holder cease, right-of-way easements for the loop walking track from the end of the current walkway to Gay Tan’s House via the Macraes dredge ponds against the titles to the land on which the track is situated.
6.14 – Community Sustainability	The consent holder shall: (a) Carry out its obligations under Conditions 6.9 – 6.12 at its own cost; (b) Not charge the Trust any consideration for the property transferred or vested in it; (c) Uses its best endeavours to obtain any necessary consent or approval to effect the transfers required by Condition 6.12; (d) Keep all property referred to in Condition 6.12 until it is transferred to or vested in the Trust pursuant to Condition 6.12; provided that the consent holder may dispose of such property prior to the expiry of the 12 months period described in conditions 6.12 with the Trust’s written agreement. (e) Pay all outgoings and other costs associated with the property referred to in Condition 6.12 until mining operations by the consent holder cease or until the property is transferred to or vested in the Trust, whichever is the earlier.
6.15 – Community Sustainability	The consent holder shall maintain all houses and other properties within the Macraes Village owned or occupied by the consent holder in a neat and tidy condition and use its best endeavours to use houses for family accommodation having regard to the company’s need to provide accommodation close to the mine for key personnel, especially those required to respond to emergencies such as power supply failures and machinery outages.
6.16 – Community Sustainability	When disposing of Company properties within the Macraes Village, use its best endeavours to ensure that such disposal is managed to minimise any negative effect on other property values within the Village.
6.17 – Community Sustainability	Within six months of granting of the consent order commencing the conditions of consent under appeal, the consent holder shall enter into a side agreement with the Waihemo Community Board, which shall include, but not be limited to the following: (a) The consent holder shall continue to provide funds to support the wider community at a similar level to previous years; (b) Given the proximity of the East Otago region to the mining operations, the consent holder will give particular focus to funding of community initiatives in the Waihemo and Waikouaiti areas; (c) The consent holder will disclose to the Waihemo Community Board a list of donees and amounts donated annually.
6.18 – Community Sustainability	Performance of the above obligations is in addition to, and not in substitution for the obligations of the company under agreement dated 21 August 1989 between the Waihemo County Council (now Waitaki District Council) and BHP Gold Mines (N.Z.) Ltd (now Oceana Gold Limited) and under the agreement of 11 May 1994 made between Macraes Mining Company Limited, the Waitaki District Council and Macraes Community Incorporated.
7.1 – Complaints	The consent holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to: (a) name and location of site where the problem is experienced;

Operational requirements superseded by the MP4 land use consent except for activities outside of the MP4



- (b) nature of the problem;
- (c) date and time problem occurred, and when reported;
- (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.

land use consent area (including Camp Creek Dam) that remain authorised by this consent.

7.2 – Complaints The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 3 of this consent and provided to the Council on request.

8.1 – Blasting and Vibration The consent holder shall ensure that blasting practices minimise air and ground borne vibration. Fly-rock shall be minimised and all blasting procedures shall be carried out so as to ensure the safety of employees and the public. No blasting shall occur when the weather is unsuitable.

Operational requirements superseded by the MP4 land use consent and not relevant to remaining activities authorised by this consent

8.2 – Blasting and Vibration The location and time of blasting shall be posted daily at all the main mine entrances and advised to employees by daily email.

8.3 – Blasting and Vibration Blasting shall be restricted to within the following hours:
Monday-Friday 9am to 5.30pm
Saturday and Sunday 10am to 4.30pm

8.4 – Blasting and Vibration Details of blasting method, strength of the blast and time of blast shall be entered into a record kept for that purpose and shall be available to the Council on request. This information shall also be included in the monitoring report, required under Condition 10.

8.5 – Blasting and Vibration Vibration due to blasting or any other activity associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the consent holder, school or church outside the Macraes Mining Project Mineral Zone as defined by the Waitaki District Plan, deemed operative on 23 August 2010 shall not exceed a peak particle velocity measured in the frequency range 3-12 Hz of 5 mm/sec provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 10 mm/sec at any time.

8.6 – Blasting and Vibration Airblast overpressure from blasting associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the consent holder, school or church outside the Macraes Mining Project Mineral Zone as defined by the Waitaki District Plan, deemed operative on 23 August 2010 shall not exceed a peak non-frequency-weighted (Linear or flat) level of 115 decibels (dB), provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 120 dB (Linear peak) at any time. For the purpose of this consent, C-frequency-weighting may be considered equivalent to the Linear or Flat-frequency-weighting.

Note: The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.

8.7 – Blasting and Vibration The consent holder shall not conduct blasting within the vicinity of the Macraes-Dunback Road or Golden Bar Road in a manner that constitutes a danger to life or property. If the Council considers it necessary to temporarily close the Macraes-Dunback Road or Golden Bar Road to allow blasting to take place, it may permit the consent holder to temporarily close the road, provided that the consent holder:

- (a) Keeps the time of closure as short as possible; and
- (b) Does not allow the time of closure to exceed a maximum of 15 minutes in any continuous period of 60 minutes, except where an emergency situation arises in respect of the safety of the public or project personnel.

In the event of such temporary closure the consent holder shall:

- (a) Ensure appropriate barriers are erected and ensure such number of persons as may be necessary are stationed at Macraes-Dunback Road or Golden Bar Road to prevent access by the public to that part of the road that shall be closed; and
- (b) Hold current public liability insurance to indemnify any member of the public affected.

Postpone any blasting in order to reopen the Macraes-Dunback Road or Golden Bar Road to allow the passage of vehicles for emergency purposes.



9.1 – Noise, Noise Limits	The consent holder shall ensure that all construction and operation activities associated with the mining operations are designed and conducted so that the following noise limits are not exceeded at the locations specified in Condition 9.2: (a) On any day between 7 am to 9 pm (daytime): 50 dBA Leq; and On any day between 9.00 pm to 7.00am the following day (night-time): 40dBA Leq; and/or 70 dBA Lmax.	Operational requirements superseded by the MP4 land use consent except for activities outside of the MP4 land use consent area (including Camp Creek Dam) that remain authorised by this consent.
9.2 – Noise, Measurement Locations	Noise measurements shall be taken at any point within Macraes Village; or at, the notional boundary of any dwelling not owned by the consent holder in the Rural Scenic Zone. Note: The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.	
9.3 – Noise, Measurement and Assessment	All noise measurements referred to in Conditions 9.1 and 9.2 above shall be measured in accordance with the provisions of NZS 6801:2008 Acoustics: Measurement of Environmental Sound, and shall be assessed in accordance with the provisions of NZS 6802:2008 Acoustics: Environmental Noise.	
10.1 – Monitoring of Noise, Airblast and Vibration	Prior to exercise of this consent, the consent holder shall update the Noise, Airblast and Vibration Monitoring Plan. The plan shall include but not be limited to: (a) Details of the monitoring locations, the frequency of monitoring and the method of measurement and assessment in accordance with Conditions 8.4, 8.5 9.1 and 9.2; (b) Procedures for recording blasting method, strength of the blast and time of blast; and (c) Procedures for addressing non-compliant results and notification of the Council.	
10.2 – Monitoring of Noise, Airblast and Vibration	The consent holder shall exercise this consent in accordance with the Noise, Airblast and Vibration Monitoring Plan. The consent holder shall review the plan annually and if necessary update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Council shall be provided with any updates of the plan within one month of any update occurring.	
10.3 – Monitoring of Noise, Airblast and Vibration	The consent holder shall produce a report each year summarising the results of the Noise, Airblast and Vibration Monitoring. The report shall be included in the Project Overview and Annual Work and Rehabilitation Programme.	
10.4 – Monitoring of Noise, Airblast and Vibration	All measurements from the monitoring programmes shall be recorded and shall be made available to the Council on request.	
11.1 – Lighting	All flood lighting luminaires that could potentially cause a glare nuisance or a traffic hazard shall be fitted with shields and, as far as is practicable, orientated so that the principal output is directed away from residences and traffic.	
12.1 – Management of SP/ RhP and WW Ground Movements	Six months prior to mining of the Southern Pit Extension and Roundhill Pit Extension, the Consent Holder shall prepare a Southern/Round Hill Pit Extension Management Plan (SPERHEMP). The SPERHEMP shall apply during and after the mining of the Southern/Round Hill Pit Extension. The SPERHEMP shall be submitted to the Council for its approval and a copy shall be forwarded to ORC at the same time it is submitted to the Council.	Requirements for the management of ground movements associated with open pits superseded by the MP4 land use consent
12.2 – Management of SP/ RhP and WW Ground Movements	The objective of the SPERHEMP shall be to set out the practices and procedures to be adopted to ensure compliance with Condition 12.1 and otherwise to manage any ground movement resulting from the mining of Southern/Round Hill Pit Extension.	
12.3 – Management of SP/ RhP and WW	The mining of the Southern/Roundhill Pit Extension shall be carried out in strict accordance with the SPERHEMP.	



Ground Movements

12.4 – Management of SP/ RhP and WW Ground Movements	To achieve the objective of the SPERHEMP, the Consent Holder shall provide, at a minimum, for the following: (a) A detailed description of methods of mining and the likely schedule of mining in the pit; (b) A detailed description of the key risk factors that could cause ground movement, including a description of triggers to avoid mining in part of the pit; (c) A detailed description of the methods to respond to any ground movement both during and after mining ceases; (d) A detailed ‘Operation Maintenance and Surveillance Manual’ which shall specifically state the operational and monitoring requirements during and after mining. This manual shall also incorporate the emergency action procedures for the mine site; (e) Details of the monitoring network to be established, including details of the location and installation schedule for all monitoring stations, and the instrumentation to be used at each station, in order to monitor ground movement of: i. The west-wall of the pit; ii. The Gold Processing Plant; and iii. Any other relevant geological structures that could move. (f) Details of any deflection berm that may be installed, noting that addition consents from ORC may be required for this.
12.5 – Management of SP/ RhP and WW Ground Movements	The consent holder shall submit a copy of any updated version of the SPERHEMP to the Council for its approval and a copy shall be forwarded to ORC at the same time it is submitted to the Council.
12.6 – Management of SP/ RhP and WW Ground Movements	The consent holder shall immediately cease the mining of the Southern/Round Hill Pit Extension, shown on the Map A annexed, and the Council and ORC shall be immediately informed, should the following Alert levels below be exceeded: (a) Movement greater than 10mm or more each day for three or more consecutive days at the Gold Processing Plant identified on Map A annexed, as measured from a monitoring station(s) located at the Plant specified in the SPERHEMP under Condition 12.4; (b) Movement greater than 50mm or more each day for three or more consecutive days at any one or more of the monitoring stations specified in the SPERHEMP under Condition 12.4;
12.7 – Management of SP/ RhP and WW Ground Movements	Before the recommencement of any mining of the Southern/Round Hill Pit Extension, after mining has ceased in accordance with Condition 12.6, the following shall be completed: (a) The consent holder shall have a report prepared by a suitably qualified geotechnical engineer who is familiar with the site. The report shall set out the reasons why any one or more of the Alert Levels in Condition 12.6 were exceeded and recommend necessary changes to the monitoring of ground movement, the methods of mining, or the mining schedule in the pit, in order to manage ground movement. The engineer shall certify that mining can recommence with the adoption of the recommendations contained in the report. (b) Notwithstanding the reporting and certification requirements in Condition 12.7 (a), the consent holder shall also carry out the following actions with respect to the Mixed Tailings Impoundment (MTI) and Reclaimed Tailings Stack (RTS): i. Undertake survey of the MTI/RTS deformation markers following the details set out in the SPERHEMP required under Condition 12.4 (e); ii. Engage a suitably qualified geotechnical engineer that is familiar with the MTI/RTS to assess the stability of the MTI/RTS based on review of the survey, instrumentation data and other analyses, and determine whether the assessed stability and structural integrity meets the design and operational criteria set out in Schedule 1 of Condition 12 for the MTI/RTS; iii. If the evaluation completed under Condition 12.7 (b) (ii) concludes that the stability and/or structural integrity of the MTI/RTS meets the design criteria for the MTI/RTS, then an evaluation report by the engineer engaged under Condition 12.7 (b) (ii) shall be forwarded with the report required under 12.7 (a);



- iv. If the evaluation completed under Condition 12.7 (b) (ii) concludes that the stability and/or structural integrity of the MTI/RTS does not meet the design and operational criteria for the MTI/RTS, then the consent holder shall immediately inform the Council and ORC and then undertake emergency works set out in the SPERHEMP, as required, to stabilise the Impoundment;
 - v. The consent holder shall, within one month after the completion of the emergency works carried out under Condition 12.7 (b) (iv), have a report prepared by a suitably qualified geotechnical engineer, who is familiar with the site and the Impoundment, that details the remedial works required to stabilise the Impoundment, so that it is restored to the appropriate design and operational criteria for stability and structural integrity, in accordance Schedule 1 of Condition 12.
 - vi. The engineer shall certify that the remedial works recommended to be carried out in the report prepared under Condition 12.7 (c) (v) have been completed and the Impoundment meets the design and operational criteria for stability and structural integrity set out in Schedule 1 of Condition 12.
- (c) The reports prepared under Condition 12.7 and the associated certifications shall be forwarded to the Council and ORC.
- (d) The monitoring detailed in the SPERHEMP shall continue during the cessation of mining required under Condition 12.6.

**12.8 –
Management of
SP/ RhP and WW
Ground
Movements**

A copy of all monitoring records shall be kept in electronic format and backed up, and made available to both Councils upon request.

**12.9 –
Management of
SP/ RhP and WW
Ground
Movements**

The consent holder shall prepare and submit a quarterly monitoring report to the Council. The first report shall be submitted to the Council within three months of the first commencement of mining of the Southern/Round Hill Pit Extension. The quarterly monitoring reports shall be prepared by a suitably qualified geotechnical engineer familiar with the site and shall include, but not be limited to:

- (a) A description of methods of mining and the mining schedule in the pit for the previous three months;
- (b) A summary of the observed ground movements and seepage well pumping flows for the previous three months; and
- (c) An assessment of the stability during the previous three months of the west-wall of the pit, the Gold Processing Plant, and any other relevant geological structures that could be subject to movement.

**12.10 –
Management of
SP/ RhP and WW
Ground
Movements**

The Consent Holder shall prepare and submit an annual monitoring report to the Council. The first report shall be submitted to the Council within one year after the first commencement of mining of the Southern/Round Hill Pit Extension. The annual monitoring reports shall be prepared by a suitably qualified geotechnical engineer familiar with the site and shall include, but not be limited to:

- (a) A description of methods of mining and the mining schedule in the pit mine for the previous year;
- (b) A summary of the observed ground movements and seepage well pumping flows over the previous year; and
- (c) An assessment of the stability during the previous year of the west-wall of the pit, the Gold Processing Plant, and any other relevant geological structures that could be subject to movement.
- (d) A description of methods of mining and the schedule of mining in the pit anticipated for the coming year and an assessment of the predicted stability in the coming year for the following:
 - i. The west-wall of the pit;
 - ii. The Gold Processing Plant; and
 - iii. Any other relevant geological structures that could be subject to movement.
- (e) After mining has been completed in the Southern/Round Hill Pit an assessment of the predicted stability in the coming year of the following:
 - i. The west-wall of the pit;
 - ii. The Gold Processing Plant; and
 - iii. Any other relevant geological structures that could move.



12.11 – Management of SP/ RhP and WW Ground Movements	Prior to the monitoring and reporting specified in Conditions 12.4, 12.7, 12.9 and 12.10 ceasing, the consent holder shall submit, for approval by Council, a report from a suitably qualified and experienced geotechnical engineer familiar with the site, demonstrating that the Southern/Round Hill Pit Extension walls have been stabilised, and that the expected future movement is minimal and unlikely to result in failure of the pit wall. The monitoring detailed in the SPERHEMP, required under Conditions 12.4 and 12.7 and the monitoring report required under Conditions 12.9 and 12.10 shall not cease unless approved in writing by Council.	
Schedule 1 to Conditions 12	<u>Design Criteria during operation of the MTI (As a dam):</u> Remedial works to the MTI shall meet the following design and operational criteria: 1. The minimum factor of safety of 1.5 is maintained for static stability of the impoundment; 2. The performance during the Operating Basis Earthquake (OBE) of 150 year ARI does not result in more than minor repairable damage to the impoundment; 3. The performance during the Maximum Design Earthquake (MDE) of 2,500 year ARI does not result in catastrophic failure or loss of tailings impoundment; 4. During the operation of MTI that the design freeboard shall be maintained at all times to provide a 1 metre freeboard above a probable maximum precipitation event (PMP). 5. The monitoring requirements of the operative Operations Maintenance and Surveillance Manual for the MTI can be met. <u>Post decommissioning of the MTI (When the MTI becomes a drained tailing stack):</u> Remedial works to the MTI shall meet the following design and operational criteria: 1. The minimum factor of safety of 1.5 is maintained for static stability of the impoundment; 2. The performance during the Operating Basis Earthquake (OBE) of 150-year ARI does not result in more than minor repairable damage to the structure; 3. The performance during the Maximum Design Earthquake (MDE) of 2,500-year ARI does not result in catastrophic failure or loss of tailings; 4. The monitoring requirements of the operative Operations Maintenance and Surveillance Manual for the MTI/RTS can be met.	
13.1 – WRS	The waste rock stacks shall be designed for operating basis earthquake (OBE) with a recurrence interval of 150 years and maximum design earthquake (MDE) with a recurrence interval of 2,500 years and otherwise shall otherwise be designed in accordance with sound engineering practice.	WRS conditions will be superseded by the MP4 land use consent
13.2 – WRS	The consent holder shall engage a suitably qualified geotechnical engineer to design the waste rock stacks. A construction report shall be prepared for each new waste rock stack and this report provided to the Council prior to the commencement of construction of the waste rock stack. The report shall include details of site formation, design construction, appearance, and testing for stability of the waste rock stacks, and shall include evaluation of the long-term stability and performance of the waste rock stacks.	
13.3 – WRS	The Waste Rock Stacks shown on Map A annexed shall not exceed the following heights: (a) Frasers East – 615Mrl; (b) Frasers West – 570Mrl; (c) Frasers South – 595Mrl; (d) Frasers North – 595Mrl; (e) Back Road Waste Rock Stack – 650Mrl.	
14.1 – Tailings and Freshwater Impoundments	The consent holder shall ensure that tailings and freshwater impoundments/dams are designed and constructed in accordance with sound engineering practice.	Conditions remain relevant to Top Tipperary TSF, Camp Creek Dam and Lone Pine Reservoir. Conditions will be superseded by the MP4 land use consent in respect of other TSFs.
14.2 – Tailings and Freshwater Impoundments	The consent holder shall engage a suitably qualified geotechnical engineer to design the tailings and freshwater impoundment/dams. A design and construction report shall be prepared for each impoundment/dam and this report provided to the Council prior to the commencement of construction of the impoundment/dam. The report shall include details of site formation, design construction, appearance, and testing for stability of the impoundments/dams, and shall include evaluation of the long-term stability and performance of the impoundments/dams.	



14.3 – Tailings and Freshwater Impoundments	The tailings impoundment/dams shown on Map A annexed shall not exceed the listed heights: (a) Mixed Tailings Impoundment – RL 551mRL; (b) Reclaimed Tailing Stack on the Mixed Tailings Impoundment – RL 570mRL; (c) Top Tipperary Tailings Storage Facility – 560mRL. (d) Camp Creek Reservoir – 442mRL. (e) Southern Pit 11 Tailings Impoundment – 551mRL.	
15.1 – Final Pit Lakes	The pit lakes shall, at all times, have sufficient freeboard to fully contain waves induced by landslides and earthquakes.	Pit lake conditions will be superseded by the MP4 land use consent
15.2 – Final Pit Lakes	No less than twelve months prior to commencement of filling the pit lakes, the consent holder shall provide the Consent Authority with a Closure Manual for the Golden Point and Southern/Round Hill Pit Extension and Frasers/Innes Mills Pit Lakes. The manual shall include, but not be limited to: (a) Details of how Condition 15.1 shall be achieved and how compliance with Condition 15.1 is to be demonstrated over the term of this consent. (b) Details of the lake filling, including but not limited to mean flow-rates, location of inflows and the quality of the discharge; and (c) Details of the long-term pit wall stability.	
15.3 – Final Pit Lakes	The consent holder shall exercise this consent in accordance with the Closure Manual. The consent holder shall review the manual annually and if necessary, update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.	
16.1 – Public Roothing	The realignment of Macraes-Dunback Road shall be constructed within a road reserve corridor approved by Council and shall be designed and constructed in accordance with the conditions identified in this section.	Public roading conditions already superseded by other road realignment consent
16.2 – Public Roothing	The foundation (including waste rock) for the alignments shall be constructed so as to maximise stability and minimise settlement.	
16.3 – Public Roothing	As soon as practicable, the consent holder shall remove the haul road underpass structure on Macraes-Dunback Road and design and reconstruct the removed section of road to an earthworks foundation.	
16.4 – Public Roothing, Public ROW	On Golden Bar Road and Macraes-Dunback Road the sequence of vesting of new roads, road construction and road closures shall ensure that public vehicle and pedestrian access along these roads is maintained within a legal road reserve on a carriageway conforming to the standards set out in Condition 16 at all times, except that the roads may be temporarily closed from time to time for the purpose of blasting. All works on public roads shall be signed and managed in accordance with the NZTA Code of Practice for Temporary Traffic Management.	
16.5– Public Roothing, Land for New Public Roads	All land for new roads shall be transferred to the Council by the consent holder at no cost to the Council. All associated costs, such as survey, legal and consulting costs shall be paid in full by the consent holder.	
16.6 – Public Roothing, Road Closures	The consent holder shall request the Council to initiate road stopping procedures in relation to all public roads to be stopped. All costs and survey, legal and other consulting fees, and all Council's direct costs associated with the closure procedures shall be paid in full to the Council by the consent holder.	
16.7 – Public Roothing, Disposal of Land under Closed Roads	All land comprised as closed road shall be transferred from the Council to the consent holder as the owner of adjacent land. All land created by road closure shall immediately be amalgamated with the adjoining land.	



16.8 – Public Roding, Disposal of Land under Closed Roads	The consent holder shall ensure that all existing parcels of land have frontage to a legal road at the completion of the amalgamations.
16.9 – Public Roding, Disposal of Land under Closed Roads	All costs, including survey, legal, consulting fees and costs and disbursements incurred by the Council, shall be paid in full to the Council by the consent holder.
16.10 – Public Roding, Suitability of WR for Construction	The consent holder shall prepare a report on the suitability of waste rock for the construction of any public road. This report shall detail the material selection criteria, placement and compaction regimes and the testing and monitoring required to provide a high level of technical assurance in regard to the long term stability of the fill material used in the construction of any new public road works by the consent holder.
16.11 – Public Roding, Suitability of WR for Construction	The report shall address issues including but not restricted to: slope failure, slumping and settlement, the construction of waste rock stacks and deep fill areas supporting or adjacent to public roads, and any area adjacent to the road reserve where ground stability may adversely affect the long term stability of land within the public road reserve.
16.12 – Public Roding, Suitability of WR for Construction	The report will also detail the work necessary to provide the same level of technical assurance in relation to the long-term stability of areas which have been filled prior to the availability of this report for roding purposes.
16.13 – Public Roding, Suitability of WR for Construction	The report shall be accompanied by a completed Schedule 2A “Statement of Professional Opinion on Suitability of Land for Building Construction” from NZS 4404:2010.
16.14 – Public Roding, Suitability of WR for Construction	The report shall be submitted to the Council not less than two months before the commencement of construction of any public road. The report shall form the basis for the construction processes and stability monitoring employed in relation to any public road provided by the consent holder.
16.15 – Public Roding, Stability Requirements	Prior to construction commencing, the consent holder shall engage a suitably qualified geotechnical engineer to undertake geotechnical investigations for the proposed road alignments. The results of these geotechnical investigations shall be summarised in the road design reports required under Conditions 16.21 and 16.22 below.
16.16 – Public Roding, Stability Requirements	Fill material shall be placed and compacted to a minimum standard in accordance with TNZ F/1:1997 “Specification for earthworks construction” and Council requirements, and in accordance with previously established construction precedent for the site.
16.17 – Public Roding, Stability Requirements	The road fill embankment batter slopes shall be no steeper than 1(V):3(H), unless specific slope stability assessment and/or analysis is undertaken and a design report submitted for approval by the Council.
16.18 – Public Roding, Stability Requirements	The cut batter slopes shall be no steeper than 1(V):3(H), unless specific slope stability assessment is undertaken and a design report submitted under Conditions 16.21 and 16.22 for approval by the Council



16.19 – Public Roding, Stability Requirements	The road drainage works shall be designed in accordance with the NZTA guidelines and have a minimum capacity to safely route stormwater within accepted industry guidelines, but otherwise a capacity that can accommodate not less than a 10% AEP rainfall event.
16.20 – Public Roding, Stability Requirements	All road culverts shall have precast concrete headwalls, sized in accordance with the industry guidelines.
16.21 – Public Roding, Preparation and Certification of Designs	The Designer shall provide a producer statement (PS1) confirming that the road design meets industry design criteria, including but not limited to: (a) TNZ F/1:1997 “Specification for earthworks construction” for general earthworks. (b) NZTA “Bridge Manual” (Second Edition July 2005) Section 4.10 for slope stability (c) Austroads “Guide to Road Design” (2009) and “NZ supplement to the 2004 Austroads Pavement Design Guide” for pavement design.
16.22 – Public Roding, Preparation and Certification of Designs	A Schedule 1A “Design Certificate – Land Development/Subdivision” from NZS 4404:2010 shall be completed and submitted to the Council for approval prior to any work on any public road commencing or any earthworks which may affect public roads commencing. <i>Note: It is recommended that the consent holder engages a suitably qualified engineer to design the road realignment, who can prepare a design report for each of the road realignments. The long term stability of the roads shall be specifically covered by the design reports</i>
16.23 – Public Roding, Inspection and Certification of Works	An inspection report shall be supplied to the Council at three-monthly intervals during the work, and at the conclusion of the maintenance periods defined in these conditions.
16.24 – Public Roding, Inspection and Certification of Works	The designer shall provide a producer statement (PS4) confirming that the constructed road meets the specified design criteria.
16.25 – Public Roding, Inspection and Certification of Works	A Schedule 1B “Contractor’s Certification Upon Completion of Land Development/Subdivision” and a Schedule 1C “Certificate Upon Completion of Land Development/Subdivision” from NZS 4404:2010 shall be completed and presented to Council at the completion of works. <i>Note: It is recommended that construction work be inspected and certified as being constructed in compliance with the design by a Chartered Professional Engineer with specific experience in road construction.</i>
16.26 – Public Roding, Road Construction and Maintenance Standards	All new public roads shall be designed, constructed and maintained as required by the following Conditions 16.27 to 16.30 inclusive.
16.27 – Public Roding, Pavement Design	The consent holder shall ensure that the design life of the pavement of any public road is sufficient to ensure that the road is capable of sustaining the anticipated traffic load for 30 years.



16.28 – Public Roading, Pavement Design	The minimum design life shall be 10 years based on the AADT with 10% heavy vehicles for sealed roads, and 10 years based on AADT with 20% heavy vehicles for unsealed roads.
16.29 – Public Roading, Pavement Design	The pavement design of the road shall be in accordance with Austroads “Guide to Road Design” (2009) and “NZ supplement to the 2004 Austroads pavement design guide”.
16.30 – Public Roading, Pavement Design	All road pavement construction is to be in accordance with NZTAB/2 “Construction of Unbound Granular Pavement Layer”. All construction testing is to be submitted to Council prior to the vesting of the road with Council. The consent holder shall, prior to the vesting of the road with Council, undertake roughness testing in accordance with NNZ TM 7003_v1 “roughness Requirement for Finished Pavement construction”. Should the test fall outside the roughness parameters then the consent holder shall, at its cost, undertake the necessary remedial works to bring the pavement back into specification prior to vestment of the pavement.
16.31 – Public Roading, Geometric Standards	The geometric design of all new public roads and intersections shall be in terms of the Austroads “Guide to Road Design” (2009) unless otherwise specified below.
16.32 – Public Roading, Geometric Standards	Target operating speeds for the sections of road realigned under this consent are: (a) Macraes-Dunback Road 95 km/hr (b) All other roads 70 km/hr
16.33 – Public Roading, Geometric Standards	Minimum carriageway dimensions (a) Macraes-Dunback Road 2 x 3.5 m wide traffic lanes. 1.5 m wide shoulders (sealed for 1m) where the vertical differential between the shoulder edge and the surrounding fill is greater than 1 m, elsewhere 0.75m wide shoulder (sealed for 0.5m) 2 X 0.5 sealed shoulders. - A slow-moving lane at Sailors Cutting - Widths shall be increased at curves as appropriate for the curve radius. - The design life for the road shall remain at 30 years providing for HPMV traffic currently approved for the route. (b) All other roads - As specified in the Austroads “Guide to Road Design” (2009).
16.34 – Public Roading, Private Vehicle Access Design	On sealed roads all access ways shall be constructed in accordance with the Waitaki District Council Standard vehicle entrance specification.
16.35 – Public Roading, Private Vehicle Access Design	Drainage culverts with concrete headwalls shall be provided to the satisfaction of the Council.



Macraes Phase 3 Project – LUC 201.2011.35/2

16.36 – Public Rooding, Safety Auit	The consent holder shall submit preliminary design, detailed design and as-built construction drawings to the Council for all permanent and temporary works on public roads. Council may request an independent safety audit by a suitably qualified person agreed to by Council and the consent holder. All Council's costs associated with obtaining a safety audit shall be paid in full to the Council by the consent holder.
16.37 – Public Rooding, Snowfall Management	During construction of Macraes-Dunback Road realignment the consent holder shall install orange carriageway edge marker posts along the length of the new alignment. These shall be maintained at all times and any damaged by snow clearing will be replaced by the consent holder.
16.38 – Public Rooding, Day-to-day Maintenance	The day-to-day maintenance of the Macraes-Dunback Road within the Macraes Mining Mineral Project Zone as identified in the Planning Maps on the Waitaki District Plan, deemed operative on 23 August 2010 (excluding snow clearance, frost gritting, road clearing and vehicle recovery) will, during the mine operation and for a period of six months from the end of mining operations within the current project site, be the responsibility of the consent holder at its cost.
16.39 – Public Rooding, Day-to-day Maintenance	The day-to-day maintenance of Golden Bar Road between Macraes-Dunback Road and the Golden Bar Haul Road by the Frasers South Waste Rock Stack as shown on Map A and Map B2 (including snow clearance, frost gritting, road clearing and vehicle recovery) will, during the mine operation and for a period of six months from the end of mining operations authorised under this consent, be the responsibility of the consent holder at its cost.
16.40 – Public Rooding, Day-to-day Maintenance	Any deficiencies in the day-day maintenance will be repaired by the consent holder to the standards and within the timeframes detailed in these conditions.
16.41 – Public Rooding, Structural Maintenance Periods	For a period of four years from the end of mining authorised by this consent, the consent holder will remain responsible, at its own cost, for the drainage and structural condition of all new or reconstructed road formations where these cross over previously mined areas or tailings deposits and/or are within 500m of an excavated mine pit.
16.42 – Public Rooding, Structural Maintenance Periods	For a period of 12 months from the end of mining authorised by this consent, the consent holder will remain responsible, at its own cost, for the drainage and structural condition of all new or reconstructed road formations, other than those covered by condition 16.41 above.
16.43 – Public Rooding, Structural Maintenance Periods	Inspections will be carried out by the Council and the consent holder six monthly over the periods described in conditions 16.41 and 16.42 above. Any drainage or structural deficiencies will be repaired by the consent holder at its own cost within two months of identification of the deficiency.
16.44 – Public Rooding, Structural Maintenance Periods	Prior to the Council accepting the road at the end of the structural maintenance periods described in conditions 16.41 and 16.42 above, the Council shall provide the consent holder with details of any drainage or structural deficiencies that need to be remedied. The Council shall only accept responsibility for the road upon being satisfied that any deficiencies have been adequately remedied by the consent holder.
16.45 – Public Rooding, Maintenance Standards	The consent holder shall, until such time as the Council agrees to accept the roads for maintenance, maintain the roads affected by this consent to the Council's satisfaction, in terms of the following standards:



Macraes Phase 3 Project – LUC 201.2011.35/2

16.46 – Public Roading, General	The consent holder shall carry out at its own cost road maintenance as required in Part 5 of the Maintenance Specifications in the Council’s contract document for “Urban and Rural Road Maintenance contract No.394,” or alternatively following the new and updated maintenance specifications in Councils updated contract document/s for Urban and Rural Road Maintenance contract that will become effective after July 2012.	
16.47 – Public Roading, Traffic Services	The consent holder shall install, maintain and replace all signs as required in Part 5 of the Maintenance Specifications in the Council’s contract document for “Urban and Rural Road Maintenance contract No.394,” or alternatively following the new and updated maintenance specifications in Councils updated contract document/s for Urban and Rural Road Maintenance contract that will become effective after July 2012.	
16.48 – Public Roading, Traffic Services	The consent holder shall complete all pavement markings following the requirements and specifications set out in the Council’s contract document “Pavement Marking 2010-13 contract No.462”, or alternatively following the new and updated maintenance specifications in Councils updated contract document and Pavement Marking contract.	
17.1 – Heritage	Prior to the exercise of this consent, the consent holder shall update the Heritage Management Plan 2005 for the Macraes site in consultation with the New Zealand Historic Places Trust. The objective of the Heritage Management Plan shall be to avoid the modification or destruction of any identified heritage site unless there is no other reasonable option and to inform and guide the consent holder on the future management of heritage sites in consultation with the New Zealand Historic Places Trust.	These heritage conditions will be superseded by the MP4 land use consent except for activities outside of the MP4 land use consent area (including Camp Creek Dam) that remain authorised by this consent.
17.2 – Heritage	A copy of the revised Heritage Management Plan shall be submitted to the Council within 2 months of any update occurring.	
17.4 - Heritage	If the consent holder discovers koiwi tangata (human skeletal remains), or Maori artefact material, the consent holder shall without delay: (a) Notify the Consent Authority, Langata whenua and New Zealand Historic Places Trust and in the case of skeletal remains, the New Zealand Police. (b) Stop work within the immediate vicinity of the discovery to allow a site inspection by the New Zealand Historic Places Trust and the appropriate runanga and their advisors, who shall determine whether the discovery is likely to be extensive; if a thorough site investigation is required and whether an Archaeological Authority is required. (c) Any koiwi tangata discovered shall be handled and removed by tribal elders responsible for the tikanga (custom) appropriate to its removal or preservation. Advice note: An archaeological authority from the Trust may be required before work can proceed. (d) Site work shall recommence following consultation with the Consent Authority, the New Zealand Historic Places Trust, Tangata whenua, and in the case of skeletal remains, the NZ Police, provided that any relevant statutory permissions have been obtained.	
17.5 – Heritage	If the consent holder disturbs any feature or archaeological material discovered that predates 1900, or heritage material, or disturbs a previously unidentified archaeological or heritage site, the consent holder shall without delay: (e) Stop work within the immediate vicinity of the discovery or disturbance; and (f) Advise the New Zealand Historic Places Trust, and in the case of Maori features or materials, the Tangata whenua, and if required, shall make an application for an Archaeological Authority pursuant to the Historic Places Act 1993; and (g) Arrange for a suitably qualified archaeologist to undertake a survey of the site. (h) The results of the survey shall be forwarded to the Council and the New Zealand Historic Places Trust.	
17.6 – Heritage	Six months prior to the completion of the Frasers East and Frasers North Waste Rock Stacks and final realignment of the Macraes-Dunback Road and Golden Bar Road the consent holder shall submit to the Council a plan showing the route for a public walkway between Gay Tan’s cottage and Gay Tan’s mine.	These heritage conditions remain relevant but some relate to activities that have not been undertaken and for which authorisation is proposed to be surrendered (e.g. Frasers North WRS). These conditions can be rationalised by s127 variation at a later date.
17.7 – Heritage	Following completion of the Frasers East and Frasers North Waste Rock Stacks and final realignment of the Macraes-Dunback Road and Golden Bar Road and subject to any other mining operational requirements that may restrict access along the route, the consent holder shall allow the consent authority, or a party nominated by the consent authority, to blaze the public walkway with directional stakes and construct any necessary stiles or other structures necessary to facilitate public access. Note: There is no obligation on the consent holder to form, or contribute any costs, to form the public walkway.	



17.8 – Heritage	The walkway shall be available for public use when the Frasers East and Frasers North Waste Rock Stacks and final realignment of the Macraes-Dunback Road and Golden Bar Road are complete but not later than December 2020. Notwithstanding this condition, the consent holder may temporarily refuse public access to and along this walkway when public safety would be at risk or mining operations require restrictions on access.
17.9 – Heritage	At the same time as lodging the plan required under Condition 17.6 above, the consent holder shall register a covenant in favour of the District Council against all relevant titles, pursuant to section 108 (2) (d) of the Act, recognising the provision of the public walkway stated above, in accordance with these conditions. The covenant shall be prepared and registered by the consent holder in consultation with the consent authority.
17.10 – Heritage	The consent holder shall, on completion of the Frasers East and Frasers North Waste Rock Stacks, and final realignment of Golden Bar Road, establish an accessway and carpark at the Gay Tan’s mine in accordance with Plan D1 – Landscape Concept (dated 3 July 2006) (ENV C256/05). The accessway and carpark shall be designed and formed so that it is suitable for four cars and two coaches. The surface may be metalled with waste rock.
17.11 – Heritage	The consent holder shall, on completion of the Frasers East Waste Rock Stack, relocate the horse whim to Gay Tan’s mine site. Prior to its removal, the consent holder shall inform the New Zealand Historic Places Trust of its imminent relocation and determine from the Trust the appropriate location at the Gay Tan’s mine site.
17.12 – Heritage	The consent holder shall provide interpretation signage relating to the horse whim at the Gay Tans mine site. The signage shall be installed within 6 months of relocating the horse whim.
17.13 – Heritage	The consent holder will construct a track from the Macraes Village to Gay Tan’s Cottage incorporating the Macraes Dredge Ponds, within 12 months of completion of the northern extension of the Frasers West Waste Rock Stack. The track will be in the vicinity of the existing wetland and heritage walkway track. As a minimum it will be unformed and blazed with directional stakes but will include necessary boardwalks, ramps, bridges and stiles over any fences.
17.14 – Heritage	The consent holder shall install signage at the start of the walkway (where it leaves Macraes Village), showing a plan of the Macraes Village to Gay Tan’s Cottage track. Directional signage shall be installed at relevant points along the walkway route.
17.15 – Heritage	The consent holder shall collect and display items of hydraulic mining equipment associated with the Macraes Dredge Ponds. The location of the display shall be determined in consultation with the New Zealand Historic Places Trust.
17.16 – Heritage	The consent holder shall install a small carpark (up to 3 cars) and directional signage at the Macraes Dredge Ponds. The entrance to the carpark shall be constructed in accordance with conditions 16.35 and 16.36.
17.17 – Heritage	The consent holder shall engage a suitably experienced and qualified archaeologist to carry out an archaeological survey of the Macraes Village. The survey shall be completed by December 2012 and a report prepared by the archaeologist and a copy forwarded to the Otago/Southland New Zealand Historic Places Trust and the Council.
17.18 – Heritage	The Back Road Waste Rock Stack (BRWRS) shall avoid the feature known as the Duke of Edinburgh Trench and within six months of the date that this consent is given effect to, a fence shall be erected around the Trench. The position and alignment of the fence shall be determined by professional archaeological advice and in consultation with the Otago/Southland Area Office of the New Zealand Historic Places Trust. The fence shall be maintained thereafter and repaired as necessary.
17.19 – Heritage	All post-1900 heritage buildings and/or structures at the site known as Robinson’s farmstead shall be surveyed, recorded and excavated by a qualified, professional archaeologist. Buildings/structures shall be recorded to a minimum of Level 2 or 3 as recommended by the site Archaeologist and having reference to the New Zealand Historic Places Trust’s <i>Archaeological Guidelines Series No. 1 Guidelines for the Investigation and Recording of Buildings and Standing Structures</i> .
17.20 – Heritage	Material from buildings and/or structures at Robinson’s farmstead shall be salvaged and stored in the general locality until such time as an appropriate opportunity for re-use arises. The choice of materials for storage shall be made by the site Archaeologist in consultation with the consent holder and the New Zealand Historic Places Trust.
17.21 – Heritage	Prior to the construction of the TTTSF, the consent holder shall carry out an archaeological investigation of the rock shelter site I42: 138-9E; 355N to establish whether it contains Maori rock art. The investigation shall be undertaken in partnership with Iwi.



17.22 – Heritage	If the rock shelter investigated in condition 17.21 above does contain Maori rock art, then a dust-proof screen shall be erected across the shelter/cave entrance and in consultation with Iwi.	
17.23 – Heritage	That the shallow pits at I42: 140E; 354N and the unrecorded pits on the true right bank of Tipperary Creek be subject to further archaeological investigation by the consent holder. The investigation shall be undertaken in partnership with an archaeologist approved by Iwi.	
18.1 – Nature Conservation Values	Prior to exercising this consent the consent holder shall engage a suitably qualified and experienced ecologist to prepare and submit to the Council, a detailed Ecological Management Plan (“EMP”). The purpose of the EMP is to ensure compliance with conditions of the consent and otherwise to minimise the actual and potential adverse effects on the threatened species and general ecological values. The EMP shall be developed and prepared in consultation with the Department of Conservation and a copy shall be forwarded to Department of Conservation, and the Otago Regional Council. The EMP shall include sections covering: (a) Vegetation management; (b) Lizard management; (c) Avifauna management; and (d) Aquatic management.	Nature conservation values conditions remain relevant to activities outside of the MP4 land use consent area (including Camp Creek Dam) and otherwise only to the management of ecological areas outside the Central Mining Area.
18.2 – Nature Conservation Values	The objectives of the EMP shall be: (a) To minimise the adverse effects from the implementation of the Macraes Phase III Project on indigenous vegetation; resident lizard populations; indigenous avifauna and aquatic biota. (b) To protect and enhance indigenous flora and vegetation types; resident lizard populations; and indigenous avifauna; (c) To maintain and enhance riparian systems and man-made waterbodies.	
18.3 – Nature Conservation Values	The EMP shall detail the methods by which the objectives set out in condition 18.2 shall be achieved, including: (a) Establishment of off-site protected areas to be covenanted; (b) Transplanting of threatened plants; (c) Enhancement planting; (d) Fencing of areas to be protected; (e) Environmental weed control, including pinus radiata; (f) Minimisation of construction effects; (g) Monitoring; and (h) Mammalian herbivore control.	
18.4 – Nature Conservation Values	The consent holder shall engage a suitably experienced and qualified ecologist, who is familiar with the Macraes Ecological District, to prepare an annual report describing the works and other actions completed by the consent holder in the previous twelve months in order meet the purpose and objectives of the EMP. The report shall be submitted to the Council and forwarded to the Department of Conservation.	
18.5 – Nature Conservation Values	The consent holder shall set aside an area of not less than 45ha of indigenous vegetation in the Cranky Jims Creek catchment and not less than 10 ha of scrubland in the Highlay Creek catchment (as indicatively shown on Figs X and Y attached) and protect, fence and manage these areas to provide: (a) Protection and enhancement of rare and endangered plants including coral broom, Hookers mountain daisy, <i>Gingida grisea</i>, <i>Scandia geniculate</i>, sprawling turpentine, <i>Aciphylla subflabellata</i>, <i>Coprosma intertexta</i>; and (b) Protection and enhancement of bird and lizard habitat, including planting of a minimum of 450 fruit bearing plants in the Cranky Jims Creek area. Species planted shall include a mixture of the following: <i>Melicytus alpinus</i>, <i>Coprosma tayloriae</i> (female plants only), <i>Leucopogon fraseri</i>, <i>Pentachondra pumila</i>, <i>Gaultheria spp.</i>, <i>Coprosma propinqua</i> (female plants only), narrow-leaved snow tussock (<i>Chionochloa rigida</i>), <i>Poa cita</i>; and shall be planted in clusters of a least 20 plants at 1 metre spacing. Plantings near rock outcrops shall be at 1 metre spacing within 3 metres of rock outcrops.	



- (c) Enhancement of Highlay Creek through plantings of indigenous plants such as broadleaf, kohuhu (*Pittosporum tenuifolium*), lancewood (*Pseudopanax crassifolius*), putaputaweta (*Carpodetus serratus*) and kowhai. Plantings shall be at a minimum density of 10 trees per hectare (i.e. 100 trees) at no closer than 1 metre spacing and shall be spaced out across the area.
- (d) All plantings shall be maintained and mortalities above 20% within 12 months of planting shall be replaced.

18.6 – Nature Conservation Values	Fencing required by condition 18.5 above shall be of a standard for stock to be excluded and Department of Conservation shall be consulted over the location of the fencelines.
18.7 – Nature Conservation Values	The consent holder shall engage a suitably experienced and qualified ecologist, who is familiar with the Macraes Ecological District to, in consultation with the Department of Conservation, identify an area of not less than 100ha of tussock grassland, which includes lizard habitat, outside of the mining area. In selecting the area, consideration will be given to the guidance set out in the “Protecting our Places (MfE 2007). The area will be fenced to a standard for stock and rabbit control and managed to under a conservation plan prepared by the ecologist engaged under this condition by the consent holder to protect and enhance the tussock grassland.
18.8 – Nature Conservation Values	The final boundaries of the three areas to be set aside in accordance with 18.5 and 18.7 above shall be determined, in consultation with the Department of Conservation, by the ecologist engaged under Condition 18.7 and a plan showing the areas shall be submitted to the Consent Authority within 6 months of the commencement of this consent. The required fencing work shall be completed within 18 months of the commencement of this consent.
18.9 – Nature Conservation Values	In relation to the areas set aside under 18.5 and 18.7 above, within 12 months of completion of fencing, in order to control invasive environmental weeds in the areas the consent holder, in consultation with the Department of Conservation, shall develop and implement a monitoring and management programme for the control of invasive environmental weeds during the life of the Macraes Phase III project (MPIII). The purpose of the programme will be to ensure that invasive environmental weeds are targeted for control. To achieve this, the consent holder shall identify and document the extent of invasive environmental weeds within the site at the commencement of the consent and target the environmental weeds to zero density using manual and/or herbicide treatment. Thereafter, each spring, during the term specified within this condition, the consent holder engage a suitably experienced and qualified ecologist, who is familiar with the Macraes Ecological District to survey the extent of invasive environmental weed species and recommend control measures as appropriate. A copy of the recommendations shall be forwarded to the Council and the consent holder shall carry out the recommended control measures.
18.10 – Nature Conservation Values	In relation to the areas set aside under conditions 18.5 and 18.7 above, within 12 months of completion of fencing, to control mammalian herbivores the consent holder, in consultation with the Department of Conservation, shall engage a suitably qualified and experienced ecologist to recommend a mammalian herbivore control programme. The consent holder shall carry out a mammalian herbivore control programme in accordance with recommendations made by the ecologist. Control measures may include but will not be limited to trapping and baiting. The purpose of the programme will be to ensure the density of mammalian herbivores such as rabbits, possums, pigs and deer are at the following densities during the life of the Macraes Phase III project (MPIII): (a) Rabbits- Modified McLeans scale 2 or less; (b) Possums- residual trap catch of 4% or less; (c) Pigs and deer- zero density.
18.11 – Nature Conservation Values	The consent holder shall register a QEII covenant, or equivalent covenant approved by Council, against the relevant land titles, recognising the protection of the Cranky Jims Creek and Highlay Creek areas referred to in Condition 18.5 above and the 100ha of tussock grassland referred to in Condition 18.7.
18.12 – Nature Conservation Values	Appropriate shelter and amenity plantings of indigenous species (not less than 1000 plants) such as broadleaf, toatoa (<i>Phyllocladus alpinus</i>), kohuhu (<i>Pittosporum tenuifolium</i>), tarata (<i>P. eugenioides</i>), Hall’s totara (<i>Podocarpus hallii</i>), kowhai and kanuka and including, where appropriate, threatened indigenous plants of the district, shall be established in the general locality of the Top Tipperary Tailings Storage Facility. Plantings shall be maintained by the consent holder and losses replaced during the period the mine is active unless losses are due to the species being inappropriate for the environment. Should this occur populations will be replaced by another indigenous species more appropriate for the environment.
18.13 – Nature Conservation Values	The consent holder shall avoid impacts on the wetland shown as Wetland 7 adjacent to the Frasers East Waste Rock Stack and Top Tipperary Tailings Storage Facility as shown on Fig Z attached. The wetland shall be fenced within 12 months of the commencement of this consent to exclude cattle.



18.14 – Nature Conservation Values	The consent holder shall avoid placing waste rock material within 20 metres of Wetlands 1 and 3 (Fig Z attached) within the Back Road Waste Rock Stack area and within 12 months of the commencement of this consent shall fence the wetlands to exclude cattle.	
18.15 – Nature Conservation Values	Within 12 months of the commencement of this consent the consent holder shall fence Wetlands 2, 4, 5 and 6 adjacent to the Back Road Waste Rock Stack and the realigned Macraes-Dunback Road to exclude cattle. This condition does not release the consent holder from obligations under the conditions of consent imposed on LRC 11/02 in relation to these wetlands.	
18.16 – Nature Conservation Values	The north-east boundary of the Back Road Waste Rock Stack shall be in general accordance with Map A (28 September 2011) and shall avoid significant lizard habitat and an area of Hookers mountain daisy.	
18.17 – Nature Conservation Values	A five metre wide band along the “normal water level” edgeline of the Camp Creek Reservoir shall be contoured where accessible and planted with riparian vegetation to provide bird habitat in accordance with the Ecological Management Plan.	
18.18 – Nature Conservation Values	The consent holder shall ensure continued protection of the single example of Carmichaelia kirkii located in the upper headwaters of Murphys Creek.	
18.19 – Nature Conservation Values	The location of silt ponds shall avoid areas containing At Risk and/or Threatened flora and fauna. Where this is not practicable, the consent holder shall implement mitigation measures such as transplanting and/or translocating species; biodiversity offsetting at a ratio of no less than 1:2 (i.e. for every one species lost, two shall be replaced immediately downstream of the silt pond site); or equivalent land area to that covered by the silt pond added to the land areas specified in conditions 18.5 and 18.7 above.	
19.1 – Fencing	Stock-proof fencing shall be used to keep livestock away from all working areas.	Fencing conditions superseded by the MP4 land use consent except in relation to activities that remain authorised by this consent outside of the MP4 land use consent area.
19.2 – Fencing	On the completion of mining operations the consent holder shall ensure that all fences, required to restrict people and/or stock for safety purposes, are installed and maintained. This shall include fences to be installed and maintained around any pit or tailings impoundments.	
20.1 – Bonds, Obligations to be secured	The consent holder shall provide and maintain in favour of the Council one or more bonds to secure: (a) The performance and completion of rehabilitation in accordance with the conditions of this consent; and (b) The carrying out of the monitoring required by the conditions of this consent; and (c) The remediation of any adverse effect on the environment that may arise from the exercise of this consent; and (d) Compliance with conditions 20.13 - 20.17 of this consent.	Bond conditions remain relevant to Camp Creek Dam and other activities that remain authorised by this consent outside of the MP4 land use consent area (including the performance of obligations in the ecological areas to which this consent relates). In respect of the mining activities within the MP4 land use area, the bond conditions are superseded by the MP4 land use consent. OGNZL’s intention is for the MP4 bond and trust conditions to prevail across all consents, including in relation to other infrastructure and existing ecological areas. These conditions can be rationalised by s127 variation at a later date.
20.2 – Bonds, When to be provided	Before the commencement of this consent, the consent holder shall provide to the Council one or more bonds required by Condition 20.1	
20.3 – Bonds, Form	Subject to the other provisions of this condition, any bond shall be in the form and on the terms and conditions approved by the Council.	
20.4 – Bonds, Surety	Any bond shall be given or guaranteed by a surety acceptable to the Council.	
20.5 – Bonds, Surety	The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.	



20.6 – Bonds, Amount	The amount of each bond shall be fixed annually by the Council which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.
20.7 – Bonds, Amount	The amount of the bond(s) shall include: (a) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. (b) The estimated costs of: i. Monitoring in accordance with the monitoring conditions of the consent; ii. Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; iii. Monitoring any rehabilitation required by this consent. (c) Any further sum which the consent authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
20.8 – Bonds, Amount	The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
20.9 – Bonds, Amount	If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Council may, in writing, vary the amount of the bond(s).
20.10 – Bonds, General	While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
20.11 – Bonds, General	Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Council.
20.12 – Bonds, Costs	The costs (including the costs of the consent authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
20.13 – Bonds, Bonding on expiry or surrender	For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Council one or more bonds.
20.14 – Bonds, Bonding on expiry or surrender	The amount of the bond to be provided under Condition 20.13 shall include the amount (if any) considered by the Council necessary for: (a) Completing rehabilitation in accordance with the conditions of this consent. (b) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. (c) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. (d) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. (e) Contingencies.
20.15 – Bonds, Bonding on expiry or surrender	Without limitation, the amount secured by the bond given under Condition 21.13 may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.



20.16 – Bonds, Bonding on expiry or surrender	The bond(s) required by Condition 20.13 must be provided on the earlier of: (a) 12 months before the expiry of this consent; (b) Three months before the surrender of this consent.	
20.17 – Bonds, Bonding on expiry or surrender	Conditions 20.3, 20.4, 20.5, 20.8, 20.9, 20.10 and 20.11 apply to the bond(s) required by Condition 20.13.	
21.1 – Public Liability Insurance	The consent holder shall effect and keep current public liability insurance for an amount not more than twenty million dollars. The amount shall be determined by the Council in consultation with the consent holder.	Public liability insurance conditions superseded by the MP4 land use consent except in relation to activities that remain authorised by this consent outside of the MP4 land use consent area.
21.2 – Public Liability Insurance	The indemnity expressed in the insurance policy shall be sufficiently wide in its coverage so as to include claims arising from damage caused by structural failure, or damage resulting from fire or explosion and all firefighting costs resulting from the consent holder's operations in respect of the land and from any accidental or otherwise spillage of any chemical or reagent and/or resulting clean up and restoration costs and the costs of mitigation of those events.	
21.3 – Public Liability Insurance	The consent holder shall on request provide the Council a copy of the insurance policy and the receipt evidencing payment of the premium in respect of any such policy.	
21.4 – Public Liability Insurance	The consent holder shall also indemnify the Council against any claim arising from the public use of public roads for the time being under control of the consent holder.	
22.1 – Closure of Operations	The consent holder shall annually supply to the Council a contingency plan for the early closure of the mine, as part of the Project Overview and Annual Work and Rehabilitation Programme. This contingency plan shall be updated annually. The plan shall address the objectives listed in Condition 4 and include: (a) An evaluation of the residual risk of the operation with regard to the neighbouring community and environment; and (b) A plan for the long term management of the site, in particular the area of open pits or consequent lakes and include details of on-going maintenance and monitoring requirements and restrictions on future use. (c) Describe in detail what needs to be done to: i. Decommission the mine site in accordance with this consent; ii. Rehabilitate the mine site in accordance with this consent; iii. Comply with other conditions relevant to cessation of mining; and iv. The costs needed to comply with (i)-(iii).	Closure conditions superseded by the MP4 land use consent except in relation to activities that remain authorised by this consent outside of the MP4 land use consent area.
General Advisory Notes	<i>The consent holder shall ensure that, should any human remains or archaeological items be exposed while undertaking works to give effect to conditions of consent, works in that area will cease immediately. The Police, Heritage New Zealand, and Kaumatua representing the local Tangata Whenua shall be contacted and work shall not recommence in the affected area until any necessary statutory authorisations or consents have been obtained.</i>	Advice note remains relevant to activities that remain authorised by this consent outside of the MP4 land use consent area.



REDBULL EXPLOSIVES PLANT

Redbull Explosives Plant – LUC WDC 201.2011.210		
#	Condition	Comment
General – 1	This consent shall be exercised substantially in accordance with the application for resource consent lodged to, and received by, the Council on 2 May 2012, including the Assessment of Environmental Effects and all supporting documents (which are deemed to be incorporated in, and form part of this consent), except to the extent that any condition in this consent is inconsistent with such material. If there is an inconsistency the conditions and terms of this consent shall prevail.	Condition remains relevant
General – 2	Pursuant to Section 125(1) of the Resource Management Act 1991 this consent shall lapse on the expiry of five years after the date of issue of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125(1)(b) of the Act, the Consent Authority may grant a longer period of time.	Conditions now redundant
General – 3	The consent holder shall notify the Consent Authority in writing of the first exercise of this consent.	
General – 4	In addition to the fees payable for the processing of this application, where further site inspections are required to monitor compliance with any of the conditions, the Council may render an account to the consent holder for additional monitoring fees at the rate prescribed in the Annual Plan on the basis of time involved.	Conditions remain relevant
General – 5	In the event of any non-compliance with the conditions of this consent, the consent holder shall notify the Council within 24 hours of the non-compliance being detected. Within five working days the consent holder shall provide written notification to the Council providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non-compliance, the steps taken to remedy the situation and steps taken to avoid any future occurrence of the non-compliance.	
General – 6	The Consent Authority may, in accordance with section 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions in the last week of March in any year for the purposes of: (a) Dealing with any adverse effect on the environment which may arise from the exercise of this consent and which is appropriate to deal with at a later stage, (b) Ensuring the conditions of this consent are appropriate, (c) Ensuring rehabilitation is completed in accordance with the rehabilitation conditions of this consent, (d) Requiring the consent holder to adopt the best practicable option to remove or reduce any adverse effect on the environment.	
General – 7	The consent holder shall remedy or adequately mitigate any adverse effect on the environment from the exercise of this consent which becomes apparent after the expiry of this consent.	Conditions remain relevant only to the activities that remain authorised by this consent and not the MP4 land use consent
General – 8	Prior to the expiry of this consent, the consent holder shall ensure that all rehabilitation and everything necessary to comply with the conditions of this consent has been completed.	
Visibility – 9	The consent holder shall ensure that the Explosives Facility is not visible from the Macraes Township, or any other dwelling not owned by applicant, or from traffic using the Macraes-Dunback Road.	Condition remains relevant
Rehabilitation – 10	The rehabilitation objectives for the Explosives Facility to be achieved by the consent holder are- (a) To ensure short and long term stability of all structures and works and their surrounds; (b) To avoid maintenance after completion of rehabilitation requirements; (c) To return land as closely as possible to its original condition, including any improved pasture or indigenous vegetation appropriate to the area; and (d) To visually integrate finished structures, land-forms and vegetation into the surrounding landscape so they appear to be natural occurring features.	Rehabilitation conditions superseded by the MP4 land use consent
Earth Shaping and Visual – 11	Once mining ceases and the Explosives Facility is removed, the consent holder shall locate, form and shape all earthworks on the waste rock stack so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. If earthworks cannot be fully naturalised, the consent holder shall minimise the extent of their visibility and maximise their integration into the surroundings.	



Revegetation – 12	The consent holder shall in accordance with the rehabilitation objectives undertake rehabilitation of Explosives Facility after mining ceases. It shall be revegetated with either: (a) Improved pasture with a productive potential that typical for the area or better; (b) Shelter trees, provided the following species are <u>not</u> planted: <table> <tr> <td>i.</td><td>Lodgepole pine</td><td><i>Pinus contorta</i></td></tr> <tr> <td>ii.</td><td>Scots pine</td><td><i>Pinus sylvestris</i></td></tr> <tr> <td>iii.</td><td>Corsican pine</td><td><i>Pinus nigra</i></td></tr> <tr> <td>iv.</td><td>Dwarf mountain pine</td><td><i>Pinus uncinata</i></td></tr> <tr> <td>v.</td><td>Mountain pine</td><td><i>Pinus mugo</i></td></tr> <tr> <td>vi.</td><td>Douglas fir</td><td><i>Pseudotsuga menziesii</i></td></tr> <tr> <td>vii.</td><td>All larches</td><td><i>Larix</i> species</td></tr> <tr> <td>viii.</td><td>All alders</td><td><i>Alnus</i> species</td></tr> <tr> <td>ix.</td><td>All willows</td><td><i>Salix</i> species</td></tr> <tr> <td>x.</td><td>Sycamore</td><td><i>Acer pseudoplatanus</i></td></tr> </table> (c) Indigenous species which are as far as practicable sourced from the Macraes Ecological District	i.	Lodgepole pine	<i>Pinus contorta</i>	ii.	Scots pine	<i>Pinus sylvestris</i>	iii.	Corsican pine	<i>Pinus nigra</i>	iv.	Dwarf mountain pine	<i>Pinus uncinata</i>	v.	Mountain pine	<i>Pinus mugo</i>	vi.	Douglas fir	<i>Pseudotsuga menziesii</i>	vii.	All larches	<i>Larix</i> species	viii.	All alders	<i>Alnus</i> species	ix.	All willows	<i>Salix</i> species	x.	Sycamore	<i>Acer pseudoplatanus</i>	
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Revegetation – 13	The consent holder shall maintain vegetation cover until the expiry of this consent and ensure that the vegetation, including any vegetation established on disturbed land, shall be self-sustaining after expiry.																															
Buildings – 14	Before the expiry of the consent the consent holder shall remove all buildings, plant and equipment associated with the Explosives Facility (whether attached to the land or not) associated with the exercise of this consent.																															
Complaints – 15	The consent holder shall maintain a record of any complaints received regarding the operation of the Explosives Facility. The register shall include, but not be limited to: (a) name and location of site where the problem is experienced; (b) nature of the problem; (c) date and time problem occurred, and when reported; (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.	Operational requirements superseded by the MP4 land use consent																														
Complaints – 16	Any complaints shall be forwarded to the Council within one week of the complaint or provide to the Council on request.																															
Noise – 17, Noise Limits	The consent holder shall ensure that all construction and operation activities associated with the Explosives Facility are designed and conducted so that the following noise limits are not exceeded at the locations specified in this condition: (a) On any day between 7 am to 9 pm (daytime): 50 dBA L_{eq}; and (b) On any day between 9.00 pm to 7.00 am the following day (night-time): 40 dBA L_{eq}; and/or 70 dBA L_{max}.																															
Noise – 17, Measurement Locations	Noise measurements shall be taken at any point within Macraes Village; or at the notional boundary of any dwelling not owned by the consent holder in the Rural Scenic Zone. Note: The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary which this is closer to the dwelling.																															
Noise – 17, Measurement and Assessment	All noise measurements referred to in Condition 17 shall be measured in accordance with the provisions of NZS 6801:2008 Acoustics: Measurement of Environmental Sound, and shall be assessed in accordance with the provisions of NZS 6802:2008 Acoustics: Environmental Noise.																															



Lighting – 18	All flood lighting luminaires associated with the Explosives Facility that could potentially cause a glare nuisance or a traffic hazard shall be fitted with shield and, as far as is practicable, orientated so that the principal output is directed away from residences and traffic.	
Bonds – 19, Obligations to be secured	The consent holder shall provide and maintain in favour of the Council one or more bonds to secure: (a) The performance and completion of rehabilitation in accordance with the conditions of this consent; and (b) The remediation of any adverse effect on the environment that may arise from the exercise of this consent; and (c) Compliance with conditions 24 – 27 of this consent.	Bond conditions superseded by the MP4 land use consent as all ongoing obligations captured in this consent will be superseded by the MP4 land use consent.
Bonds – 20 When bonds to be provided	Before the commencement of this consent, the consent holder shall provide to the Council one or more bonds required by Condition 19.	
Bonds – 21, Form of Bond	Subject to the other provisions of this condition, any bond shall be in the form and on the terms and conditions approved by the Council.	
Bonds – 22, Surety	Any bond shall be given or guaranteed by a surety acceptable to the Council.	
Bonds – 23, Surety	The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.	
Bonds – 24, Amount	The amount of each bond shall be fixed annually by the Council which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded. The calculations may be submitted to the Council as par of the Project Overview and Annual Work and Rehabilitation Plan required to be prepared by the consent holder under Land Use Consent 201.2011.35.	
Bonds – 25, Amount	The amount of the bond(s) shall include: (a) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year. (b) The estimated costs of: i. Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; ii. Monitoring any rehabilitation required by this consent. (c) Any further sum which the consent authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.	
Bonds – 26, Amount	The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.	
Bonds – 27, Amount	If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Council may, in writing, vary the amount of the bond(s).	
Bonds – 28, General	While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.	
Bonds – 29, General	Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Council.	
Bonds – 30, Costs	The costs (including the costs of the consent authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.	



Bonds – 31, Bonding on expiry or surrender of this consent	For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Council one or more bonds.
Bonds – 32, Bonding on expiry or surrender of this consent	The amount of the bond to be provided under Condition 31 shall include the amount (if any) considered by the Council necessary for: (a) Completing rehabilitation in accordance with the conditions of this consent. (b) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. (c) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. (d) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. (e) Contingencies.
Bonds – 33, Bonding on expiry or surrender of this consent	Without limitation, the amount secured by the bond given under Condition 31 may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
Bonds – 34, Bonding on expiry or surrender of this consent	The bond(s) required by Condition 31 must be provided on the earlier of: (a) 12 months before the expiry of this consent; (b) Three months before the surrender of this consent.
Bonds – 35, Bonding on expiry or surrender of this consent	Conditions 21, 22, 23, 26, 27, 28 and 19 apply to the bond(s) required by Condition 31.
Bonds – 36, Public Liability Insurance	The consent holder shall effect and keep current public liability insurance for an amount not more than twenty million dollars. The amount shall be determined by the Council in consultation with the consent holder.
Bonds – 37, Public Liability Insurance	The indemnity expressed in the insurance policy shall be sufficiently wide in its coverage so as to include claims arising from damage caused by structural failure, or damage resulting from fire or explosion and all fire fighting costs resulting from the consent holder's operations in respect of the land and from any accidental or otherwise spillage of any chemical or reagent and/or resulting clean up and restoration costs and the costs of mitigation of those events.
Bonds – 38, Public Liability Insurance	The consent holder shall provide the Council on request a copy of the insurance policy and the receipt evidencing payment of the premium in respect of any such policy.
Bonds – 39, Public Liability Insurance	The consent holder shall also indemnify the Council against any claim arising from the public use of public roads for the time being under control of the consent holder.



UNDERGROUND ACCESS ROAD

Underground Access Road – LUC WDC 201.2022.1915		
#	Condition	Comment
General 1	That this land use be in general accordance (taking into account any conditions imposed) with the application and plans submitted with application 201.2022.1915 received by Council dated 9 May 2022	Conditions remain relevant
General 2	The land use activity shall be confined to the area shown in map attached to this consent.	
General 3	If any urupa (burial sites), traditional sites, taonga (significante artifacts), koiwi (human remains) or other archaeological sites such as old gold mining works are exposed during road construction activities, then the following procedures shall apply: (a) Immediately it becomes apparent that an urupa, traditional site, tonga, koiwi or other archaeological site has been exposed, all site works in the immediate vicinity shall cease. (b) The consent holder shall immediately secure the area in a way that ensures that any artifacts or remains are not further disturbed. (c) The consent holder shall coordinate the notification of Takata Whenua as relevant, and Heritage New Zealand, as well as the Council in all circumstances where an archegonial or traditional site has been exposed so the appropriate action can be taken. This includes such persons being given reasonable time as determined by the Council to record the recover archaeological features discovered before work may recommends on the site.	
General 4	No land use activities used to construct a road shall occur within, or 20m from, a bed of any waterway.	
General 5	No refuelling of any machinery shall occur within, or 20m from, a bed of any waterway.	
General 6	No land use activities used to construct a road shall impact any significant rock outcroppings.	
General 7	No land use activities used to construct a road shall impact on any threatened flora species.	
General 8	No land use activities used to construct a road shall impact wetlands.	
General 9	The rehabilitation objectives for the land use activity - road construction, outlined by the consent holder are: (a) To ensure short and long-term stability of all disturbed areas and their surroundings; (b) To minimise and avoid where practical, maintenance after completion of rehabilitating requirements; (c) To protect soil from erosion and to protect water from contaminants affected by road construction; (d) To return land as closely as possible to is original condition before road construction; and (e) To visually integrate finished re-vegetation areas into the surrounding landscape so they appear to be naturally occurring.	Rehabilitation conditions superseded by the MP4 land use consent
General 10	In accordance with the rehabilitation objectives, as the associated land use activity of a road is no longer in use, the consent holder shall carry out land rehabilitation as follows: (a) Rehabilitate the road corridor by replacing topsoil and all subsoils in order to contour the site to blend into the surrounding natural landform; (b) As far as practicable, stockpile soil from any disturbed land, unless the soil is required to be left in place to protect water and soil values; (c) All salvage soil shall be used on disturbed land for rehabilitation purposes; (d) Any road assets (e.g., culverts or rip rap) shall be removed after the road is no longer in use; (e) The consent holder shall carry out revegetation as follows: i. Replace indigenous tussock with tussock sourced from the Macraes Ecological District;	



- ii. Replace any other indigenous communities with the same or similar mix of species sources from the Macraes Ecological district; and
- iii. Otherwise ensure the ground is achieved with appropriate plantings for the land use prior to the construction of the road.

General 11	The consent holder shall take all practical measures to prevent spills of hazardous substances being discharged to the environment. Such measures shall include, but not limited to: (a) Providing materials used to clean up spills at each area used to store fuel or hazardous substances; and (b) Ensure all vehicles used to transport or store fuel or hazardous substances have access to materials for cleaning spills	Operational requirements superseded by the MP4 land use consent
General 12	In the event of a spill of fuel or any other hazardous substances during construction of a road, the consent holder shall: (a) Clean up the spill as soon as practicable and take measures to prevent a reoccurrence. (b) Record a spill event, and record the following information; i. The date, time, location and estimate volume of the spill; ii. The cause of the spill; iii. The type of contaminant(s) spilled; iv. Clean up procedures undertaken; v. Provide details of the steps taking to control and remediate the effects of the spill on the receiving environment; vi. Provide an assessment of any potential effects of the spill; and vii. Provide measures to be undertaken to prevent a reoccurrence. (c) Provide the information of any spills to the Council on request.	
Monitoring and Review 13	Pursuant to Section 36 of the Resource Management Act 1991, in addition to the fees payable for the processing of this application, where further site inspections are required because of non-compliance with any of the conditions, the Council may render an account to the consent holder for additional monitoring fees based on time involved.	Conditions remain relevant
Monitoring and Review 14	Within six months of the date of this decision; and/or upon the receipt of the information identifying noncompliance with the conditions of consent, and/or within twenty working days of each anniversary of the date of this decision, the Council may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this resource consent for any of the following purposes: (a) To deal with any adverse effects on the environment that may arise from the exercise of the consent which were not foreseen at the time the application was considered and which is appropriate to deal with at a later stage. (b) To deal with any adverse effects on the environment which may arise from the exercise of the consent, and which could not be properly assessed at the time the application was considered. (c) To avoid, remedy and mitigate any adverse effects on the environment which may arise from the exercise of the consent, and which have been caused by a change in circumstances or which may be more appropriately addresses as a result of a change in circumstances, such that the conditions of this resource consent are no longer appropriate in terms of the purpose of the Resource Management Act 1991.	
Roading 15	The consent holder shall ensure any damage to Council-owned roading infrastructure during the operation is repaired and reinstated. This includes but is not limited to road, vehicle crossings, culverts, roadside drains, and roadside furniture.	
Roading 16	The proposed road shall be formed to an all-weather surface suitable for heavy vehicles in accordance with OGL Standard Operating Procedure Traffic Standards document. The maximum width of the road shall be restricted to 16 metres.	
Roading 17	Activity within the proposed road shall be managed in accordance with OGL Standard Operating Procedure Traffic Procedures and Rules	



Underground Access Road – LUC WDC 201.2022.1915

Roading 18	All sediment and dust shall be contained within the extents of the site in accordance with the OGL Macraes Operation Dust Management Plan. This includes and tracking of mud and debris on to Macraes Road.	Operational requirements superseded by the MP4 land use consent
Roading 19	Stormwater shall be collected and managed within the worksite and discharged to an approved outfall	
<u>Advice Notes</u>	<i>Roading</i> <i>Roading Development Contributions will not be charged on this land use resource consent. Roding DCs may be assessed on each building consent application received in the future. If you wish to know how the Development Contributions are calculated, please visit www.waitaki.govt.nz for the criteria as per the current 2021 Development Contributions and Financial Contributions Policy. Roding Development Contributions may change depending on the applicable Development Contribution Policy. Roding Development Contributions are not related to vehicle crossings which may access the property.</i>	Advice notes remain relevant
<u>Advice Notes</u>	<i>General Advisory Notes</i> <i>The consent holder shall ensure that, should any human remains or archaeological items be exposed while undertaking works to give effect to conditions of consent, works in that arena will cease immediately. The Police, Heritage New Zealand, and Kaumatua representing the local Tangata Whenua shall be contacted and work shall not recommence in the affected area until any necessary statutory authorisations or consents have been obtained.</i>	

CONTINUITY CONSENTS PROJECT STAGE 2

Continuity Consents Project Stage 2 – LUC WDC 201.2023.2302		
#	Condition	Comment
DEFINITIONS	“Act” means the Resource Management Act 1991, and includes all amendments to the Act, and any enactments made in substitution for the Act "Project Overview and Annual Work and Rehabilitation Plan" means the Project Overview and Annual Work and Rehabilitation Plan required by Condition 3. "Building" means any temporary or permanent structure. "Building Work" means work for or in connection with the construction, alteration, operation, demolition or removal of a building and includes site work. “Disturbed Land” means any land where the soil has been removed or modified and includes any waste rock stacks, or any other structures that have not been rehabilitated with soil and vegetation; "Exploration" means any activity undertaken for the purpose of identifying mineral deposits or occurrences and evaluating the feasibility of mining particular deposits or occurrences of one or more minerals; and includes any drilling, dredging, or excavations (whether surface or subsurface) that are reasonably necessary to determine the nature and size of a mineral deposit or occurrence; and "to explore" has a corresponding meaning. “Heavy Vehicle” means a vehicle with a gross vehicle mass of more than 3,500 kilograms. "Landscape Architect" means a professional member of the New Zealand Institute of Landscape Architects Inc or equivalent body. "Life of the Macraes Gold Project" means the period ending when all mining operations at Macraes cease. “Macraes Ecological District” means the area described by the Department of Conservation (James Bibby), 1997: Macraes ecological district: survey report for the Protected Natural Areas Programme, ISBN 0478019254, 9780478019254 and as also defined in McEwen, W.M. (1987): Ecological regions and districts of New Zealand, incorporating third revised edition in four 1:500 000 maps (Part 4). New Zealand Biological Resources Centre publication No. 5. 125p + maps. "Mining" means to take, win, or extract, by whatever means, a mineral existing in its natural state in land, or a chemical substance from that mineral, for the purpose of obtaining the mineral or chemical substance; but does not include prospecting or exploration; and "to mine" has a corresponding meaning. "Mining Operations" means operations in connection with mining, exploring, or prospecting for any mineral, gold, including – (a) The extraction, transport, treatment, processing, and separation of any gold mineral; and (b) The construction, maintenance, and operation of any works, structures, and other land improvements, and of any machinery, and equipment, connected with such operations; and (c) The removal of overburden by mechanical or other means, and the stacking, deposit, storage, and treatment of any substance considered to contain any mineral; and (d) The deposit or discharge of any mineral, material, debris, tailings, refuse, or wastewater produced from or consequent on, any such operations; and (e) The doing of all lawful acts incidental or conducive to any such operations – when carried out at or near the site where the mining, exploration, or prospecting is carried out. "ORC" means the Otago Regional Council and includes its successors, and also includes any person to whom the council delegates or transfers any of its functions, powers and duties under the Act "Prospecting" means any activity undertaken for the purpose of identifying land likely to contain exploitable mineral deposits or occurrences; and includes: (a) Geological, geochemical, and geophysical surveys; (b) The taking of samples by hand or hand held methods; and (c) Aerial Surveys, - and "to prospect" has a corresponding meaning. "Site work" means work on a building site, including earthworks, preparatory to or associated with the construction, alteration, demolition or removal of a building. “Structural Maintenance Period” means a period of four years after the decommissioning of the ore processing plant at the mine site in accordance with the Site Decommissioning Plan prepared under Condition 5.1 of this consent. "Structure" includes a dam and a waste rock stack.	Definitions remain relevant

"Supporting documents" means the supporting documents listed as Appendices 1-22 attached to the application date 1 August 2025, and also includes all other material (including statements of evidence and submissions) provided by the applicant to the consent authorities in support of the application for the consent.

"Rehabilitation objectives and terms" means the rehabilitation, objectives and terms set out in Condition 4.

"Works" includes any excavation, drilling and includes a road.

General 1.1	This consent shall be exercised substantially in accordance with the Continuity Consents Project Stage 2 application for resource consent lodged to, and receipted by, the Consent Authority on 1 August 2025, including the Assessment of Environmental Effects and all Supporting Documents (which are deemed to be incorporated in, and form part of this consent), except to the extent that any condition in this consent is inconsistent with such material. If there is an inconsistency the conditions and terms of this consent shall prevail.	Condition remains relevant
General 1.2	Pursuant to Section 125(1) of the Resource Management Act 1991 this consent shall lapse on the expiry of five years after the date of issue of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1) (b) of the Act, the Consent Authority may grant a longer period of time.	Conditions now redundant
General 1.3	The Consent Holder shall notify the Consent Authority in writing of the first exercise of this consent.	
General 1.4	In the event of any non-compliance with the conditions of this consent, the Consent Holder shall notify the Consent Authority within 24 hours of the non-compliance being detected. Within five working days the Consent Holder shall provide written notification to the Consent Authority providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the noncompliance, the steps taken to remedy the situation and steps taken to avoid any future occurrence of the non-compliance.	Conditions remain relevant only to the activities that remain authorised by this consent and not the MP4 land use consent
General 1.5	The Consent Authority may, in accordance with sections 128 and 129 of the Resource Management Act 1991, serve notice on the Consent Holder of its intention to review the conditions in the last week of March in any year: for the purposes of (a) Dealing with any adverse effect on the environment (including cultural values) which may arise from the exercise of this consent and which is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; and (b) Ensuring the conditions of this consent are appropriate.	
General 1.6	Prior to the expiry of this consent, the Consent Holder shall ensure that all rehabilitation and everything necessary to comply with the conditions of this consent has been completed. Advice Note: <i>in addition to the fees payable for the processing of this application, where further site inspections are required to monitor compliance with any of the conditions, the Consent Authority may render an account to the Consent Holder for additional monitoring fees at the rate prescribed in the Annual Plan on the basis of time involved.</i>	
Location 2.1	The Innes Mills Pit, Frasers Tailings Storage Facility, realignment of Golden Bar Road and other ancillary mine features connected with the Macraes operation shall not materially exceed those footprints shown on the maps annexed. The corridor for the deviation of Golden Bar Road is shown on the Maps annexed.	Limitations superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment.
POAWRP 3.1	The Consent Holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover the upcoming year (1 July to 30 June). The Consent Holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to: (a) A description and timeline of intended mining activities for the duration of mining operations including a plan showing the location and contours of all existing and proposed structures at completion of mining; (b) A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; (c) A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; (d) An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; (e) Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months;	Operational requirements superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment.



- (f) A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps;
- (g) A description and analysis of any non-compliance with any conditions of consent that have occurred in the last 12 months and the steps that were taken to deal with it and the results of those steps;
- (h) A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation is proposed or has been undertaken as a result of a non-compliance event and/or any adverse effects on the environment;
- (i) A summary description of all Management Plans and Manuals required under this land use consent and any resource consents issued by ORC and details of any review or amendment of any of the Management Plans or Manuals;
- (j) An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months;
- (k) A detailed section on rehabilitation including, but not limited to the following
 - i. The total area of disturbed land in the mine site, yet to receive rehabilitation and indicative rehabilitation dates for various areas of the mine site;
 - ii. The area of additional disturbed land in the coming year that will require future rehabilitation;
 - iii. The area of disturbed land rehabilitated in the previous year;
 - iv. The area of disturbed land proposed to be rehabilitated in the coming year;
 - v. A description of rehabilitation planned for the life of mine at the site;
 - vi. A description of proposed rehabilitation methods for any area, including proposed topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months;
 - vii. The details of the location, design (including shape form and contour) and construction of all permanent structures;
 - viii. Drainage details for any disturbed land and recently rehabilitated areas;
 - ix. Details of any vegetation to be used as part of rehabilitation for the next 12 month period; and
 - x. Detailed results of any revegetation trials.
- (l) A description of any rehabilitation problems encountered and the steps being taken to resolve these problems;
- (m) An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;
- (n) An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;
- (o) An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;
- (p) A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months in accordance with Condition 21; and
- (q) Any other information required by any other condition of this consent and any related consent.

POAWRP 3.2	Each year the Consent Holder shall provide the Chair of Macraes Community Incorporated, Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou and Te Rūnanga o Moeraki with a copy of each Project Overview and Annual Work and Rehabilitation Plan.
POAWRP 3.3	The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the Consent Holder for mining operations at Macraes.
POAWRP 3.4	The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.
POAWRP 3.5	The Consent Holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.
POAWRP 3.6	The Consent Holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.



Rehabilitation 4.1 The rehabilitation objectives to be achieved by the Consent Holder are:

- (a) To ensure short and long term stability of all structures and works and their surrounds;
- (b) To avoid maintenance after completion of rehabilitation requirements;
- (c) To protect soil from erosion and to protect water from contaminants affected by mining operations;
- (d) To stabilise and rehabilitate the banks and surrounds of any waterbodies;
- (e) To return land as closely as possible to its original condition, including any exotic pastoral and indigenous species appropriate to the area; and
- (f) To visually integrate finished structures, land-forms and vegetation into the surrounding landscape so they appear to be naturally occurring features; and,
- (g) To control invasive environmental weeds, including wilding conifers, in the Disturbed Land for the Life of the Macraes Gold Project.

Rehabilitation conditions superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment

Rehabilitation 4.2 Earth Shaping and Visual

The Consent Holder shall locate, form and shape all earthworks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. If earthworks cannot be fully naturalised, the Consent Holder shall minimise the extent of their visibility and maximise their integration into the surroundings.

Rehabilitation 4.3 Earth Shaping and Visual

The Consent Holder shall use a Landscape Architect in the planning and design of all permanent earthworks and structures.

Rehabilitation 4.4 Earth Shaping and Visual

Where practicable the waste rock shall be backfilled into pits in order to minimise the size of waste rock stacks.

Rehabilitation 4.5 Soil

The Consent Holder shall, as far as practicable, stockpile soil from any disturbed land, unless the soil is required to be left in place to protect water and soil values.

Rehabilitation 4.6 Soil

All salvaged soil shall be used on disturbed land for rehabilitation purposes.

Rehabilitation 4.7 Revegetation

The Consent Holder shall in accordance with the rehabilitation objectives, undertake progressive rehabilitation of disturbed land as operational activities allow. It shall be revegetated with:

- (a) Exotic pastoral species; or
- (b) Tussock species which are as far as practicable sourced from the Macraes Ecological District;
- (c) Shelter trees provided the following are not planted:
 - i. Lodgepole pine (*Pinus contorta*)
 - ii. Scots pine (*Pinus sylvestris*)
 - iii. Corsican pine (*Pinus nigra*)
 - iv. Dwarf mountain pine (*Pinus uncinata*)
 - v. Mountain pine (*Pinus mugo*)
 - vi. Douglas fir (*Pseudotsuga menziesii*)
 - vii. All larches (*Larix species*)
 - viii. All alders (*Alnus species*)



- ix. All willows (*Salix species*)
- x. Sycamore (*Acer pseudoplatanus*)
- (d) Indigenous species which are as far as practicable sourced from the Macraes Ecological District.

Rehabilitation 4.8 Revegetation

The Consent Holder shall maintain vegetation cover on revegetated land until the expiry of this consent and ensure that the vegetation, including any vegetation established on disturbed land, shall be self-sustaining after expiry.

Rehabilitation 4.9 Soil and Vegetation Monitoring

At three yearly intervals, the Consent Holder shall complete a review of all soil and pasture on land that has been rehabilitated. The first review shall be no later than the third anniversary of the commencement of this consent. The review shall include, but not be limited to, the following:

- (a) Monitoring for ground cover, species components, plant nutrition status, soil organic matter and concentrations of exchangeable nutrients in the soil;
- (b) Analysis and interpretation of the monitoring results by a suitably qualified soil or agricultural scientist;
- (c) Evaluation of the vegetation and its potential to be self-sustaining for pastoral farming after mining ceases; and
- (d) Any necessary recommendations for future rehabilitation, including plant species or varieties to be used, cultivation and seeding methods to be introduced, or fertilisers to be used.

A copy of the review will be forwarded to the Consent Authority and Department of Conservation within three months of the review being completed.

Decommissioning and Closure 5.1 The Consent Holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of the operations.

Site decommissioning and closure conditions superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment

Decommissioning and Closure 5.2 The Site Decommissioning Plan shall be prepared in consultation with takata whenua, Macraes Community Development Trust and Macraes Community Incorporated.

Decommissioning and Closure 5.3 The Site Decommissioning Plan shall include but not be limited to:

- (a) A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings storage facilities, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire;
- (b) A summary of rehabilitation completed to date, and details of rehabilitation required to fulfil the conditions of this consent and any related consents;
- (c) Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment;
- (d) Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents;
- (e) Details of management, any ongoing maintenance, monitoring and reporting proposed by the Consent Holder to ensure post-closure activities are carried out in accordance with the conditions of this consent;
- (f) Details on the decommissioning of any infrastructure associated with existing art works, heritage sites, tracks and interpretation signage;
- (g) Details of measures to protect public safety, including any fencing yet to be completed;
- (h) Peer-reviewed findings of a geotechnical assessment undertaken for the purpose of determining appropriate exclusion zones around the open pits.
- (i) The costs of complying with (a)-(f) above.

Decommissioning and Closure 5.4 The Consent Holder shall remove all buildings, plant and equipment (whether attached to the land or not) listed in the Site Decommissioning Plan for removal. This condition does not apply to:



- (a) Any waste rock stacks, permanent earthworks, tailings storage facility, silt ponds, waterbody, road or other works and any associated plant and equipment which under this or any other resource consent is permitted or required to remain after decommissioning or after this consent expires;
- (b) Any structure which cannot be safely removed following reasonable attempts to do so;
- (c) Any monitoring structure required by this or any other resource consent to remain after the expiry of this consent.

Complaints 6.1	The Consent Holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to: (a) The date, time, location and nature of the complaint; (b) The name, phone number, and address of the complainant, unless the complainant elects not to supply this information; (c) Action taken by Consent Holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.	Operational requirements superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment.
Complaints 6.2	The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 3 of this consent and provided to the Consent Authority on request.	
Blasting and Vibration 7.1	The Consent Holder shall ensure that blasting practices minimise air and ground borne vibration. Flyrock shall be minimised and all blasting procedures shall be carried out so as to ensure the safety of employees and the public. No blasting shall occur when the weather is unsuitable.	Operational requirements superseded by the MP4 land use consent and not relevant to the Golden Bar Road Realignment.
Blasting and Vibration 7.2	The location and time of blasting shall be posted daily at all the main mine entrances and advised to employees by daily email.	
Blasting and Vibration 7.3	Blasting shall be restricted to within the following hours: Monday to Friday 9.00am to 5.30pm Saturday and Sunday 10.00am to 4.30pm	
Blasting and Vibration 7.4	Details of blasting method, strength of the blast and time of blast shall be entered into a record kept for that purpose and shall be available to the Consent Authority on request. This information shall also be included in the monitoring report, required under Condition 9.	
Blasting and Vibration 7.5	Vibration due to blasting or any other activity associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the Consent Holder, or subject to an agreement with the Consent Holder, school or church outside the Macraes Mining Project Mineral Zone as defined by the Waitaki District Plan, deemed operative on 23 August 2010 shall not exceed a peak particle velocity measured in the frequency range 3-12 Hz of 5 mm/sec provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 10 mm/sec at any time. Advice Note: <i>The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.</i>	
Blasting and Vibration 7.6	Airblast overpressure from blasting associated with the mining operation, when measured at any point within the notional boundary of any dwelling not owned by the Consent Holder, or subject to an agreement with the Consent Holder, school or church outside the Macraes Mining Project Mineral Zone as defined by the Waitaki District Plan, deemed operative on 23 August 2010 shall not exceed a peak non-frequency-weighted (Linear or flat) level of 115 decibels (dB), provided this level may be exceeded on up to 5% of the total number of blasts over a period of 12 months. The level shall not exceed 120 dB (Linear peak) at any time. For the purpose of this consent, C-frequency-weighting may be considered equivalent to the Linear or Flat-frequency-weighting.	
Blasting and Vibration 7.7	The Consent Holder shall not conduct blasting within the vicinity of the Macraes Road or Golden Bar Road in a manner that constitutes a danger to life or property. If the Waitaki District Council considers it necessary to temporarily close the Macraes Road or Golden Bar Road to allow blasting to take place, it may permit the Consent Holder to temporarily close the road, provided that the Consent Holder: (a) Keeps the time of closure as short as possible; and (b) Does not allow the time of closure to exceed a maximum of 15 minutes in any continuous period of 60 minutes, except where an emergency situation arises in respect of the safety of the public or project personnel. In the event of such temporary closure the Consent Holder shall:	



- (a) Ensure appropriate barriers are erected and ensure such number of persons as may be necessary are stationed at Macraes Road or Golden Bar Road to prevent access by the public to that part of the road that shall be closed; and
- (b) Hold current public liability insurance to indemnify any member of the public affected.
- (c) Postpone any blasting in order to reopen the Macraes Road or Golden Bar Road to allow the passage of vehicles for emergency purposes.

Noise 8.1	<u>Noise Limits</u> The Consent Holder shall ensure that all construction and operation activities associated with the mining operations are designed and conducted so that the following noise limits are not exceeded at the locations specified in Condition 8.2: (a) On any day between 7 am to 9 pm (daytime): 50 dBA Leq; and (b) On any day between 9.00 pm to 7.00am the following day (night-time): 40dBA Leq; and/or 70 dBA Lmax.	Operational requirements superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment.
Noise 8.2	<u>Measurement Locations</u> Noise measurements shall be taken at any point within Macraes Village; or at, the notional boundary of any dwelling except that Condition 8.1 shall not apply to: (a) Any property or site that is owned by the Consent Holder; or (b) The property located at 1668 Macraes Road; or (c) The property located at 406 Horse Flat Road; or (d) Any property or site where a dwelling did not exist at the time this consent was granted Advice Note: <i>The notional boundary is defined as a line 20 metres from the exterior wall of any rural dwelling or the legal boundary where this is closer to the dwelling.</i>	
Noise 8.3	<u>Measurement and Assessment</u> All noise measurements referred to in Conditions 8.1 and 8.2 above shall be measured in accordance with the provisions of NZS 6801:2008 Acoustics: Measurement of Environmental Sound, and shall be assessed in accordance with the provisions of NZS 6802:2008 Acoustics: Environmental Noise.	
Monitoring of Noise, Airblast and Vibration 9.1	Prior to exercise of this consent, the Consent Holder shall prepare a Noise, Airblast and Vibration Monitoring Plan. The plan shall include but not be limited to: (a) Details of the monitoring locations, the frequency of monitoring and the method of measurement and assessment in accordance with Conditions 7.4, 7.5, 8.1 and 8.2; (b) Procedures for recording blasting method, strength of the blast and time of blast; and (c) Procedures for addressing non-compliant results and notification of the Consent Authority.	
Monitoring of Noise, Airblast and Vibration 9.2	The Noise, Airblast and Vibration Monitoring Plan for this consent may be combined with any other Noise, Airblast and Vibration Monitoring Plan required by any other consent held by the Consent Holder for mining operations at Macraes Flat.	
Monitoring of Noise, Airblast and Vibration 9.3	The Consent Holder shall exercise this consent in accordance with the Noise, Airblast and Vibration Monitoring Plan. The Consent Holder shall review the plan annually and, if necessary, update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.	
Monitoring of Noise, Airblast and Vibration 9.4	The Consent Holder shall produce a report each year summarising the results of the Noise, Airblast and Vibration Monitoring. The report shall be included in the Project Overview and Annual Work and Rehabilitation Programme.	
Monitoring of Noise, Airblast and Vibration 9.5	All measurements from the monitoring programmes shall be recorded and shall be made available to the Consent Authority on request.	



Lighting 10.1	All flood lighting luminaires that could potentially cause a glare nuisance or a traffic hazard shall be fitted with shields and, as far as is practicable, orientated so that the principal output is directed away from residences and traffic	
Tailings Storage Facilities 11.1	The Consent Holder shall ensure that Stage 2 of the Frasers Tailings Storage Facility is designed and constructed in accordance with sound engineering practice	TSF conditions will be superseded by the MP4 land use consent.
Tailings Storage Facilities 11.2	The Consent Holder shall engage a suitably qualified engineer to design Stage 2 of the Frasers Tailings Storage Facility. A design report shall be prepared for the Frasers Tailings Storage Facility and this report provided to the Waitaki District Council prior to the commencement of construction of the Stage 2 impoundment. The report shall include details of the foundation conditions, material properties, groundwater, seepage and construction requirements, and shall include evaluation of the long-term stability and performance of the impoundment.	
Final Pit Lakes 12.1	The pit lakes shall, at all times, have sufficient freeboard to fully contain seiche waves that may be induced by landslides and earthquakes.	Pit lake conditions will be superseded by the MP4 land use consent.
Final Pit Lakes 12.2	No less than twelve months prior to commencement of filling the pit lakes, the Consent Holder shall provide the Consent Authority with a Closure Manual for the Frasers - Innes Mills Pit Lakes. The manual shall include, but not be limited to: (a) Details of how Condition 12.1 shall be achieved and how compliance with Condition 12.1 is to be demonstrated over the term of this consent. (b) Details of the lake filling, including but not limited to mean flow-rates, location of inflows and, where applicable, the quality of the discharge; and (c) Details of the long-term pit wall stability.	
Final Pit Lakes 12.3	The Consent Holder shall exercise this consent in accordance with the Closure Manual. The Consent Holder shall review the manual annually and if necessary update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Holder shall provide the Consent Authority with any updates of the plan within one month of any update occurring.	
Roading 13.1	<u>Road Stability</u> Within 6 months of the first exercise of this consent the Consent Holder must prepare and submit to the Consent Authority a Ground Control Management Plan (GCMP) for Macraes Road and Golden Bar Road. The purpose of the GCMP is to manage stability of public roads potentially affected by the activities authorised by this consent.	Road stability conditions will be superseded by the MP4 land use consent.
Roading 13.2	<u>Road Stability</u> The GCMP required by Condition 13.1 must include, at a minimum, the following information: (a) A geotechnical stability assessment for the relevant public road using an Industry Standard methodology considering relevant failure modes and mechanisms that may affect the road; (b) A monitoring program for the specific slope potentially affecting the public road which may include deformation measurement and visual inspection. The nature and scale of the monitoring program will be developed with regard to the level of stability and the assessed risk; (c) A Trigger Action Response Plan (TARP) based on rainfall, ground movement and other relevant triggers, with a response plan that includes specific actions to be undertaken, timeframes for response and roles and responsibilities for undertaking actions; (d) A review period for the GCMP based on frequency and in the event of specific trigger levels being breached; (e) Reporting requirements in the case that movement triggers are exceeded, including but not limited to the following information: i. Who is to prepare the report and within what timeframe of a trigger exceedance; ii. Factors which may explain why the movement trigger was exceeded; iii. Recommended actions to minimise recurring or ongoing instability; iv. Recommended changes to the monitoring if required; v. Any revisions on the current applicable stability and Risk Assessment, if required;	



- vi. Recommended actions to restore appropriate stability to the road realignment if required;
- vii. Any other necessary actions to achieve the purpose of the GCMP;
- viii. Timeframe for provision of the report to the Consent Authority;
- (f) A description of the methods and principles to avoid ground movement and otherwise ensure the road is geotechnically safe and fit for purpose;
- (g) Details of the proposed monitoring network to be established, including the location and installation schedule for monitoring stations and instrumentation to be used at each station.
- (h) A description of the stability parameters and milestones that should be reached to ensure the safety and utility of the Macraes Road and Golden Bar Road will be maintained post-closure and at which point the GCMP and all of its requirements will no longer apply. A minimum post closure factor of safety of 1.5 under static loading for Macraes Road and Golden Bar Road should be achieved by the Consent Holder unless an alternative value can be agreed in writing between the consent holder and WDC. If the consent holder proposes an alternative value, then all WDC costs (including any independent geotechnical assessments commissioned by WDC) shall be borne by the consent holder.
- (i) Any other information or procedure that is recommended by the geotechnical engineer, or a suitably qualified and experienced peer reviewer in order to achieve the purpose of the GCMP.

Roading 13.3	<u>Road Stability</u> The GCMP must be certified in writing by a suitably qualified and experienced geotechnical engineer as meeting the requirements of Condition 13.2 and the Consent Holder must provide this certification and the GCMP to the Consent Authority.	
Roading 13.4	<u>Road Stability</u> The Consent Holder must implement the GCMP until the stability parameters and milestones outlined in the GCMP in respect of Condition 13.2(h) are met.	
Roading 13.5	<u>Road Stability</u> Prior to the end of the Structural Maintenance Period for Golden Bar Road and Macraes Road, the Consent Holder must provide the Consent Authority with a report prepared by a suitably qualified and experienced geotechnical engineer that demonstrates that the stability parameters and milestones set out in the GCMP in compliance with Condition 13.2(h) have been met to ensure the safety and utility of public roads will be maintained post-closure.	
Golden Bar Road Realignment 14.1	The realignment of Golden Bar Road shall be constructed within the corridor identified on Map 2 attached to and forming part of this consent and shall be designed and constructed in accordance with the conditions identified in this section. (a) No less than 3 months before the commencement of any physical works on the road alignment, the consent holder shall submit to the Council Development Engineer for comment, all road realignment engineering design schedules, specification and plans in accordance with NZS4404:2010 Land Development and Subdivision Standards, Austroads and NZTA Geometric and Pavement Standards. The standard of pavement design shall be equivalent to the existing road. (b) The design and alignment of the road shall have the maximum distance possible (taking into account necessary design parameters) from the wetlands identified on Map 2 attached to this consent. (c) The design shall include roadside drains on both sides of the road. (d) Prior to sealing work taking place, evidence of compliant pavement testing is to be supplied to Councils Development Engineer, including Nuclear Densometer or Benkleman Be am tests in both lanes as outlined in NZS4404:2020.	Golden Bar Road Realignment conditions remain relevant
Golden Bar Road Realignment 14.2	<u>Maintenance of Public Right-of-way</u> During the Golden Bar Road realignment construction, the Consent Holder shall ensure that public vehicle and pedestrian access along existing roads is maintained within the existing legal road reserve on a carriageway at all times, except that the roads may be temporarily closed from time to time for the purpose of mine blasting. All works on or in close proximity to open public roads shall be managed in accordance with the NZTA Code of Practice for Temporary Traffic Management.	
Golden Bar Road Realignment 14.3	<u>Land for New Public Roads</u>	



All land to be vested as road reserve for new roads shall be transferred to Waitaki District Council by the Consent Holder at no cost to Waitaki District Council. If any actual and reasonable costs are incurred by Waitaki District Council in facilitating the vesting of the road, such as survey, legal and consulting costs, these costs shall be paid in full by the Consent Holder

Golden Bar Road Realignment 14.4	<u>Road Closures</u> The Consent Holder shall request the Waitaki District Council to initiate road stopping procedures in relation to all public roads to be stopped. All actual and reasonable costs including survey, legal and other consulting fees, and all of Waitaki District Council's direct costs associated with the closure procedures shall be paid in full to the Waitaki District Council by the Consent Holder.
Golden Bar Road Realignment 14.5	<u>Disposal of land under closed roads</u> All road reserve land comprised as closed road shall be transferred from the Waitaki District Council to the Consent Holder as the owner of adjacent land. All land created by road closure shall immediately be amalgamated with the adjoining land.
Golden Bar Road Realignment 14.6	<u>Disposal of land under closed roads</u> The Consent Holder shall ensure that all existing parcels of land have frontage to a legal road at the completion of the amalgamations.
Golden Bar Road Realignment 14.7	<u>Disposal of land under closed roads</u> All actual and reasonable costs, including survey, legal, consulting fees and costs and disbursements incurred by the Waitaki District Council in disposing of the land under the closed roads shall be paid in full by the Consent Holder.
Golden Bar Road Realignment 14.8	<u>Stability Requirements for Golden Bar Road Realignment</u> Fill material shall be placed and compacted to a minimum standard in accordance with TNZ F/1:1997 "Specification for earthworks construction" and Waitaki District Council requirements, and in accordance with previously established construction precedent for the public roads within the mine site.
Golden Bar Road Realignment 14.9	<u>Preparation and Certification of Designs for Road Works</u> The Consent Holder shall ensure a producer statement (PS1) is completed that confirms that the road design meets industry design criteria, including but not limited to: (a) TNZ F/1:1997 "Specification for earthworks construction" for general earthworks; (b) Austroads "Guide to Road Design" (2009) and "NZ supplement to the 2004 Austroads Pavement Design Guide" for pavement design; (c) Granular Pavement Layers: TNZ B/02:2005. Specification for Construction for Unbound. Granular Pavement Layers; and (d) TNZ P/3: 1995: Specification for First Coat Sealing. Where any one of the documents set out in clauses (a)-(e) above are superseded by a new document prior to provision of the PS1 to Waitaki District Council, the new document or part thereof shall only apply with the express agreement in writing by the Councils Development Engineer
Golden Bar Road Realignment 14.10	<u>Inspection and Certification of Works</u> An inspection report shall be supplied to the Council at three monthly intervals during the road construction work, and at the conclusion of the maintenance periods defined in these conditions.
Golden Bar Road Realignment 14.11	<u>Inspection and Certification of Works</u> The Consent Holder will meet on site with a Waitaki District Council representative monthly during construction to discuss compliance matters and inspect the road alignment works, unless Waitaki District Council states in writing that this is unnecessary in that month. The outcomes of this meeting will be recorded in minutes and provided to Waitaki District Council



Golden Bar Road Realignment 14.12	<u>Inspection and Certification of Works</u> The Consent Holder shall provide a producer statement (PS4) to the Waitaki District Council confirming that the constructed road meets the PS1 prepared in accordance with Condition 14.9.
Golden Bar Road Realignment 14.13	<u>Inspection and Certification of Works</u> A Schedule1A, and 1B "Contractor's Certification Upon Completion of Land Development/Subdivision" and a Schedule 1C "Certificate Upon Completion of Land Development/Subdivision" from NZS 4404:2010 shall be completed and provided to Council at the completion of works. Advice Note: <i>It is recommended that construction work be inspected and certified as being constructed in compliance with the design by a Chartered Professional Engineer with specific experience in road construction.</i>
Golden Bar Road Realignment 14.13A	<u>Inspection and Certification of Works</u> The consent holder shall provide to Council's Development Engineer as-built plans of the realigned road. Advice Note. <i>The as-built plans are required to enable input into Council's Asset Management Database.</i>
Golden Bar Road Realignment 14.14	<u>Road Construction and Maintenance Standards</u> The realigned section of Golden Bar Road authorised by this consent shall be designed, constructed and maintained as required by the following Conditions 14.15 to 14.33 inclusive.
Golden Bar Road Realignment 14.15	<u>Road Construction and Maintenance Standards</u> The Consent Holder shall ensure that the design life of the realigned section of Golden Bar Road authorised by this consent is sufficient to ensure that the road is capable of sustaining the anticipated traffic load for 30 years.
Golden Bar Road Realignment 14.16	<u>Road Construction and Maintenance Standards</u> The minimum actual pavement design life achieved on the realigned road shall be 10 years based on the AADT with 10% heavy vehicles for sealed roads, and 10 years based on AADT with 20% heavy vehicles for unsealed roads.
Golden Bar Road Realignment 14.17	<u>Road Construction and Maintenance Standards</u> The pavement design of the road shall be in accordance with Austroads "Guide to Road Design" (2009) and "NZ supplement to the 2004 Austroads pavement design guide". Where the document set out in this condition is superseded by a new document prior to provision of the PS1 to the Council, the new document or part thereof shall only apply with the express agreement in writing by the Councils Development Engineer
Golden Bar Road Realignment 14.18	<u>Road Construction and Maintenance Standards</u> All road pavement construction is to be in accordance with NZTA B/2 "Construction of Unbound Granular Pavement Layers". All construction testing is to be submitted to the Council before sealing of pavement on the realigned road commences.
Golden Bar Road Realignment 14.19	<u>Road Construction and Maintenance Standards</u> The Consent Holder shall, prior to opening the realigned section of road for public vehicular and pedestrian use, undertake roughness testing in accordance with TNZ TM 7003 v1 "Roughness Requirement for Finished Pavement Construction". Should the tests fall outside the roughness parameters then the Consent Holder shall, at its cost, undertake the necessary remedial works to bring the pavement back into specification prior to vestment of the pavement. Advice Note: <i>This condition does not prevent the Consent Holder from opening any unsealed section of the new realignment with the agreement of Waitaki District Council, should this be required for operational reasons.</i>



Golden Bar Road Realignment 14.20	<u>Geometric Standards</u> The geometric design of all new public roads and intersections shall be in accordance with Austroads "Guide to Road Design" (2009).
Golden Bar Road Realignment 14.21	<u>Private Vehicle Access Design</u> On sealed roads all access ways shall be constructed in accordance with the Waitaki District Council Standard vehicle entrance specification, including any drainage and concrete headwalls
Golden Bar Road Realignment 14.22	<u>Safety Audit</u> The Consent Holder shall commission an independent safety audit by a suitably qualified and experienced person on the as built design and submit the safety audit report to Waitaki District Council within 1 month of practical completion of road construction or a longer time frame if agreed to in writing by the Waitaki District Council.
Golden Bar Road Realignment 14.23	<u>Day-to-Day Maintenance</u> The day-to-day maintenance of Golden Bar Road between Macraes Road and the Golden Bar Haul Road by the Frasers South Waste Rock Stack as shown on Map A and Map B2 of resource consent 201.2011.235 (including snow clearance, frost gritting, road clearing and vehicle recovery) will be the responsibility of the Consent Holder at its cost during the mine operation and for a period of six months after the decommissioning of the ore processing plant at the mine site carried out in accordance with the Site Decommissioning Plan prepared under Condition 5.1.
Golden Bar Road Realignment 14.24	<u>Day-to-Day Maintenance</u> Any deficiencies in the day-day maintenance of the road surface will be repaired by the Consent Holder until the timeframe described in Condition 14.25 has elapsed. The response time of the repairs carried out and standard of repair required will be undertaken as outlined in the Waitaki District Council current Road Maintenance Contract, unless otherwise agreed to by the Councils Development Engineer.
Golden Bar Road Realignment 14.25	<u>Structural Maintenance Period</u> Subject to Condition 14.29, for a period of four years after the decommissioning of the ore processing plant at the mine site in accordance with the Site Decommissioning Plan prepared under Condition 5.1, the Consent Holder shall remain responsible, at its own cost, for the drainage and structural condition of all new or reconstructed road formations where these cross over previously mined areas or tailings deposits and/or are within 500m of an excavated mine pit.
Golden Bar Road Realignment 14.26	<u>Structural Maintenance Period</u> Subject to Condition 14.29, for a period of 12 months after the decommissioning of the ore processing plant at the mine site in accordance with the Site Decommissioning Plan prepared under Condition 5.1, the Consent Holder shall remain responsible, at its own cost, for the drainage and structural condition of all new or reconstructed road formations, other than those covered by condition 14.25 of this consent.
Golden Bar Road Realignment 14.27	<u>Structural Maintenance Period</u> The Consent Holder must undertake annual inspections of the road structural condition and drainage. The Consent Holder shall notify Waitaki District Council not less than three weeks before the inspection is to be carried out. Inspection reports and notifications will be e-mailed to Waitaki District Council Infrastructure Manager within 3 months of the inspection being carried out.
Golden Bar Road Realignment 14.28	<u>Structural Maintenance Period</u> Any part of the road including structural, bridge or drainage aspects that do not meet the standards for a local road set out in the One Network Road Classification prepared by the New Zealand Transport Agency will be repaired or rectified by the Consent Holder at its own cost within two months of identification of the deficiency, or a longer time frame if approved in writing by the Council's Development Engineer
Golden Bar Road Realignment 14.29	<u>Structural Maintenance Period</u> Prior to the Council accepting the road at the end of the structural maintenance periods described in Conditions 14.25 and 14.26 above, the Council may provide the Consent Holder with details of any standards for a local road set out in the One Network Road Classification prepared by the New Zealand Transport Agency that were identified as



requiring rectifying in the inspections required by Condition 14.27 that are yet to be remedied and the Consent Holder, upon receiving such details, shall carry out the works so that the road meets the standards for a local road set out in the One Network Road Classification prepared by the New Zealand Transport Agency.

Advice Note: *The Council shall only accept responsibility for the road upon being satisfied that any deficiencies which have been identified in inspections carried out pursuant to Condition 14.30 are remedied by the Consent Holder so that the road meets the standards for a local road set out in the One Network Road Classification prepared by the New Zealand Transport Agency.*

Golden Bar Road Realignment 14.30	<u>Maintenance Standards</u> The Consent Holder shall, until such time as the Council agrees to accept the roads for maintenance, will maintain the roads affected by this consent to the standards for a local road set out in the One Network Road Classification prepared by the New Zealand Transport Agency.	
Golden Bar Road Realignment 14.31	<u>General Roding</u> The Consent Holder, at its own cost, shall ensure that the roading maintenance, carried out by the Consent Holder or by a contractor engaged by the Consent Holder, shall: (a) Carry out road maintenance to the specifications as identified in Council’s Road Maintenance Contract current at the time of repair or other specifications only with the express agreement in writing by the Council’s Development Engineer. (b) Install, maintain and replace all work to the specifications identified in Council’s Road Maintenance Contract current at the time of repair or other specification only with the express agreement in writing by the Council’s Development Engineer.	
Golden Bar Road Realignment 14.32	<u>General Roding</u> The Consent Holder shall complete all pavement markings in accordance with TNZ P/12 Specification for Painted Pavement Markings unless any alternative is with the express agreement of the Council’s Development Engineer.	
Golden Bar Road Realignment 14.33	<u>General Roding</u> No tree planting by the Consent Holder shall be positioned such that when the trees grow, they will shade the Golden Bar Road alignment between the hours of 1000 and 1400 on the shortest day of the year.	
Heritage 15.1	If the Consent Holder (a) Discovers koiwi tangata (human skeletal remains), or Māori artefact material, the Consent Holder shall without delay: i. Notify the Consent Authority, Tangata whenua and Heritage New Zealand Pouhere Taonga and in the case of skeletal remains, the New Zealand Police. ii. Stop work within the immediate vicinity of the discovery to allow a site inspection by Heritage New Zealand Pouhere Taonga and the appropriate runanga and their advisors, who shall determine whether the discovery is likely to be extensive; if a thorough site investigation is required and whether an Archaeological Authority is required. iii. Any koiwi tangata discovered shall be handled and removed by tribal elders responsible for the tikanga (custom) appropriate to its removal or preservation. (b) Discovers any feature or archaeological material that predates 1900, or heritage material, or disturbs a previously unidentified archaeological or heritage site, the Consent Holder shall without delay: i. Cease work immediately at that place and within 20m around the site; ii. Shut down all machinery, secure the area, and advise the Site Manager; iii. Secure the site and notify the Heritage New Zealand Regional Archaeologist and the Consent Authority. Further assessment by an archaeologist may be required; iv. If the site is of Māori origin, notify the Heritage New Zealand Regional Archaeologist, the Consent Authority and the appropriate iwi groups or kaitiaki representative of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken, as long as all statutory requirements under legislation are met (Heritage New Zealand Pouhere Taonga Act 2014, Protected Objects Act 1975). Heritage New Zealand will determine if an archaeological authority under the Heritage New Zealand Pouhere Taonga Act 2014 is required for works to continue; and v. Recommence site work following consultation with the Consent Authority, Heritage New Zealand and iwi, provided that any relevant statutory permissions have been obtained.	Heritage conditions will be superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment



Advice Note: An archaeological authority from Heritage New Zealand Pouhere Taonga may be required before work can proceed.

Heritage 15.2	Following a discovery described in Condition 15.1, site work shall recommence following consultation with the Consent Authority, Heritage New Zealand Pouhere Taonga, Tangata whenua, and in the case of skeletal remains, the NZ Police, provided that any relevant statutory permissions have been obtained.	
Ecological Management 16.1	<u>Vegetation Management</u> (a) Prior to undertaking any vegetation clearance associated with the Golden Bar Road Realignment, the Consent Holder must use flagging tape or temporary high visibility fencing to clearly mark out an area at least 10 m from the boundary of the areas shown as isolation areas on Map 3; (b) The demarcation described in (a) must be maintained for the duration of road construction works and must be inspected monthly during that time and reinstated if necessary; (c) The Consent Holder must avoid the use of vehicles or equipment within the demarcated area described in (a).	Ecological management conditions remain relevant to the Golden Bar Road Realignment and otherwise only to the extent that they relate to works that have been completed in accordance with this consent.
Ecological Management 16.2	<u>Vegetation Management</u> The Consent Holder shall take practical measures to ensure that the areas of indigenous vegetation within the Golden Bar Road Realignment Corridor shown on Map 2 requiring disturbance to give effect to this consent are minimised where possible. This shall include the following protocols: (a) Using survey markers to clearly mark out areas to be cleared prior to land disturbance commencing; (b) Only clearing authorised areas as they are required; and (c) Avoiding driving vehicles and machinery outside of established tracks or areas that are authorised by this consent to be cleared.	
Ecological Management 16.3	<u>Vegetation Management</u> Within 12 months of commencing vegetation clearance associated with the Golden Bar Road Realignment, the Consent Holder shall undertake an inspection of any disturbed land within the corridor shown on Map 2 for any new weed species. For the purposes of this condition, any new weed is defined as one which was not recorded as being present in the disturbance area prior to works authorised by this consent commencing. The Consent Holder must repeat the inspection every 6 months for two years. Any new environmental weeds that are discovered in the area must be subject to OceanaGold's annual weed control operation.	
Ecological Management 16.4	<u>Avifauna Management</u> A maximum of ten (10) working days prior to the commencement of vegetation clearance or earthworks during the bird breeding season (1 September to 31 March inclusive) the Consent Holder shall engage a Suitably Qualified and Experienced Person to undertake ground-nesting bird nest surveys for Banded Dotterel, Pipit and South Island Pied Oystercatcher within the area to be cleared and within 100m of the area to be cleared. These surveys shall be undertaken to confirm whether breeding ground-nesting Banded Dotterel, Pipit and South Island Pied Oystercatcher, eggs or chicks are present within the surveyed vegetation clearance footprint or within 100m of it. If no active nests are found, vegetation within the surveyed vegetation clearance footprint shall be cleared within ten (10) working days. This condition does not apply to vegetation clearance or earthworks undertaken outside the bird breeding season (1 September to 31 March inclusive)	
Ecological Management 16.5	<u>Avifauna Management</u> The process set out in Condition 16.4 must be repeated for any vegetation that is not cleared within ten (10) working days and remains to be cleared.	
Ecological Management 16.6	<u>Avifauna Management</u> In the event that active nests of ground-nesting Banded Dotterel, Pipit and South Island Pied Oystercatcher are found as a result of the surveys undertaken in accordance with Condition 16.4, the Consent Holder shall implement an exclusion zone for vegetation clearance, earthworks and mining activities in accordance with the following parameters: (a) 100m (in all directions) for ground-nesting Banded Dotterel, Pipit and South Island Pied Oystercatcher nests except that light utility vehicles may operate under a 50m exclusion zone; (b) 100m (in all directions) for ground-nesting Banded Dotterel, Pipit and South Island Pied Oystercatcher pre-fledging chicks; (c) The exclusion zone set out in (a) and (b) may be reduced if this is determined to be acceptable by a Suitably Qualified and Experienced Person;	



- (d) The exclusion setback zone shall be marked clearly with temporary cordoning for the attention of mine workers to ensure personnel do not disturb nesting birds; and
- (e) A Suitably Qualified and Experienced Person is required to monitor the nest and confirm when chicks have fledged and vegetation within the exclusion zone can be cleared.

Ecological Management 16.7 Invertebrate Management

The Consent Holder shall take practical measures to salvage terrestrial invertebrates from vegetation clearance areas as they are encountered during vegetation clearance. All captured invertebrates must be collected and stored in large containers and relocated to the Island Block Covenant area.

Ecological Management 16.8 Invertebrate Management

During vegetation clearance, the Consent Holder must set light traps within the impact area each night of the vegetation clearance operation, and all captured invertebrates must be relocated to Island Block Covenant area the following day.

Ecological Management 16.9 Vegetation Clearance Report

Within 3 months of the completion of all vegetation clearance required to give effect to this consent, the Consent Holder shall provide the Consent Authority with a Vegetation Clearance Report. The Vegetation Clearance Report must include, as a minimum:

- (a) Date-stamped photographs of the demarcated isolation areas described Condition 16.1;
- (b) Confirmation of the area of indigenous vegetation cleared;
- (c) Written statement from a Suitably Qualified and Experienced Person detailing the Consent Holder's compliance with the requirements of Conditions 16.4 – 16.6 (as applicable); and
- (d) Confirmation that practicable measures were taken to salvage invertebrates in accordance with Condition 16.7, and confirmation that light traps were deployed, including dates of deployment, in accordance with Condition 16.8.

Ecological Management 16.10 Vegetation Clearance Report

Prior to mining the Innes Mills extension areas, the consent holder shall relocate any lizards that are in the extension area, in accordance with a Lizard Management Plan.

Ecological Management 16.11 Vegetation Clearance Report

The Lizard Management Plan shall include:

- Methods to identify the location and quantum of lizards present
- Methods to trap and relocate the lizards
- Identification of a covenanted area or areas that will be suitable habitat for the relocated lizards.
- Means of recording findings and details of relocated lizards

Ecological Management 16.12 Vegetation Clearance Report

The Lizard Management Plan may be part of an existing Lizard Management Plan that has been developed for other parts of the mine. A copy of the Lizard Management Plan shall be provided to the Council on request.

Fencing, barriers and marking 17.1

Stock-proof fencing shall be used to keep livestock away from all working areas.

Fencing condition superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment

Fencing, barriers and marking 17.2

On the completion of mining operations, the Consent Holder shall ensure that all fences and barriers, required to restrict people and/or stock for safety purposes, are installed and maintained. This shall include fences and barriers to be installed and maintained around any pit or tailings storage facility.



Management of Hazardous Substances 18.1	The Consent Holder shall ensure that all fuels and oils used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves where practicable.	Operational requirements superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment
Management of Hazardous Substances 18.2	Refuelling, lubrication and any mechanical repairs shall be undertaken in a manner that provides sufficient mitigation measures to minimise spillages onto the land and prevent discharges to waterways.	
Bonds 19.1	<u>Obligations to be secured</u> The Consent Holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure: (a) The performance and completion of rehabilitation in accordance with the conditions of this consent; and (b) The carrying out of the monitoring required by the conditions of this consent; and (c) The remediation of any adverse effect on the environment that may arise from the exercise of this consent; and (d) Compliance with conditions 19.13 - 19.17 of this consent. Advice note: <i>The bond is not intended to include the cost of general road maintenance or rectifying any deficiency caused by lack of maintenance of public roading beyond the maintenance periods identified by this consent. The Consent Holder is required to carry out road inspections, monitoring and maintenance under conditions 14.28, 14.29, 14.30, 14.31 and 14.32 of this consent, until four years after the closure of the processing plant, at which time maintenance will no longer be a Consent Holder responsibility.</i>	Bond conditions remain relevant to the Golden Bar Road Realignment. In respect of the mining activities, the bond conditions are superseded by the MP4 land use consent. OGNZL’s intention is for the MP4 bond and trust conditions to prevail across all consents, including in relation to other infrastructure and existing ecological areas. These conditions can be rationalised by s127 variation at a later date.
Bonds 19.2	<u>When bonds to be provided</u> Before the commencement of this consent, the Consent Holder shall provide to the Consent Authority one or more bonds required by Condition 19.1	
Bonds 19.3	<u>Form of bond</u> Subject to the other provisions of this condition, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.	
Bonds 19.4	<u>Surety</u> Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.	
Bonds 19.5	<u>Surety</u> The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the Consent Holder or the occurrence of any adverse environment effect requiring remedy during or after the expiry of this consent.	
Bonds 19.6	<u>Amount</u> The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the Consent Holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.	
Bonds 19.7	<u>Amount</u> The amount of the bond(s) shall include: (a) The estimated costs of complete rehabilitation in accordance with conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. (b) The estimated costs of: i. Monitoring in accordance with the monitoring conditions of the consent; ii. Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;	



- iii. Monitoring any rehabilitation required by this consent.
- (c) Any further sum which the consent authority considers necessary for monitoring and dealing with any adverse effects on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.

Bonds 19.8	<u>Amount</u> The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
Bonds 19.9	<u>Amount</u> If, on review, the total amount of bond to be provided by the Consent Holder is greater or less than the sum secured by the current bond(s), the Consent Holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
Bonds 19.10	<u>General</u> While the liability of the surety is limited to the amount of the bond(s), the liability of the Consent Holder is unlimited.
Bonds 19.11	<u>General</u> Any bond may be varied, cancelled, or renewed at any time by written agreement between the Consent Holder, surety and Consent Authority.
Bonds 19.12	<u>Costs</u> The costs (including the costs of the consent authority) of providing, maintaining, varying and reviewing any bond shall be paid by the Consent Holder.
Bonds 19.13	<u>Bonding on expiry or surrender of this consent</u> For a period of 20 years from the expiry or surrender of this consent the Consent Holder shall provide in favour of the Consent Authority one or more bonds.
Bonds 19.14	<u>Bonding on expiry or surrender of this consent</u> The amount of the bond to be provided under Condition 19.13 shall include the amount (if any) considered by the Consent Authority necessary for: (a) Completing rehabilitation in accordance with the conditions of this consent. (b) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. (c) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. (d) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. (e) Contingencies
Bonds 19.15	<u>Bonding on expiry or surrender of this consent</u> Without limitation, the amount secured by the bond given under Condition 19.13 may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
Bonds 19.16	<u>Bonding on expiry or surrender of this consent</u> The bond(s) required by Condition 19.13 must be provided on the earlier of: (a) 12 months before the expiry of this consent; (b) Three months before the surrender of this consent
Bonds 19.17	<u>Bonding on expiry or surrender of this consent</u>



Conditions 19.3, 19.4, 19.5, 19.8, 19.9, 19.10 and 19.11 apply to the bond(s) required by Condition 19.13.

Public Liability Insurance 20.1	The Consent Holder shall effect and keep current public liability insurance for an amount not more than twenty million dollars. The amount shall be determined by the Consent Authority in consultation with the Consent Holder.	Public liability insurance conditions superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment
Public Liability Insurance 20.2	The indemnity expressed in the insurance policy shall be sufficiently wide in its coverage so as to include claims arising from damage caused by structural failure, or damage resulting from fire or explosion and all fire-fighting costs resulting from the Consent Holder's operations in respect of the land and from any accidental or otherwise spillage of any chemical or reagent and/or resulting clean up and restoration costs and the costs of mitigation of those events.	
Public Liability Insurance 20.3	The Consent Holder shall on request provide the Consent Authority a copy of the insurance policy and the receipt evidencing payment of the premium in respect of any such policy.	
Public Liability Insurance 20.4	The Consent Holder shall also indemnify the Consent Authority against any claim arising from the public use of public roads for the time being under control of the Consent Holder.	
Closure of Operations 21.1	The Consent Holder shall annually supply to the Council a contingency plan for the early closure of the mine, as part of the Project Overview and Annual Work and Rehabilitation Programme. This contingency plan shall be updated annually. The plan shall address the objectives listed in Condition 4 and include: (a) An evaluation of the residual risk of the operation with regard to the neighbouring community and environment; and (b) A plan for the long term management of the site, in particular the area of open pits or consequent lakes and include details of on-going maintenance and monitoring requirements and restrictions on future use. (c) Describe in detail what needs to be done to: i. Decommission the mine site in accordance with this consent; ii. Rehabilitate the mine site in accordance with this consent; iii. Comply with other conditions relevant to cessation of mining; and iv. The costs needed to comply with (i)-(iii)	Closure conditions superseded by the MP4 land use consent except in relation to the Golden Bar Road Realignment

