

Our Reference: A942102

Consent No. RM16.138.02

LAND USE CONSENT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To place a structure and disturb the bed of Coal Creek for the purpose of constructing the Coal Creek Freshwater Dam embankment

For a term expiring 1 October 2051

Location of consent activity: Macraes Gold Project, approximately 6.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal description of consent location: Pt Section 2 Blk V Highlay SD

Map Reference: Within a 1 kilometre radius of NZTM 2000: E1392830
N4979584

Conditions

Specific

1. The dam and associated structures shall be sized, constructed and located generally as described in the application for consent lodged with the Consent Authority on 25 May 2016.
2. This consent shall be exercised together with Discharge Permit RM16.138.07, Discharge Permit RM16.138.08, Water Permit RM16.138.16, Water Permit RM16.138.18 and any subsequent variations to these consents.
3. The Coal Creek Freshwater dam shall be generally sited as shown in Appendix I attached.
4. For the purpose of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
5. A residual flow of 5 litres per second shall be maintained in Coal Creek immediately downstream of the dam embankment site at all times, other than when natural flows upstream of the dam embankment are less than 5 litres per second. When natural flows upstream of the dam embankment are less than 5 litres per second the consent holder shall ensure that there is no reduction in flows in Coal Creek resulting from the exercise of this consent.
6. During construction of the Coal Creek Freshwater dam, the consent holder shall keep the area of disturbed ground to a minimum.
7. The Coal Creek Reservoir shall have a service spillway capable of passing up to the 1 in 100 AEP flood and an auxiliary spillway capable of passing the 1 in 1000 AEP flood.

8. The Coal Creek Freshwater dam embankment shall be designed for an operating basis earthquake with a recurrence interval of 150 years and a maximum design earthquake with a recurrence interval of 2,500 years.
9. The dam shall be fitted with a floating outlet system with a discharge pipe installed through the base of the embankment to ensure that the water discharged is from the upper surface of the reservoir.
10. The consent holder for purposes of water quality improvements and oxygenation, the water discharged from the base of the embankment shall flow over a short section of rip rap material before flowing into a small silt pond (this may be the same silt pond as used for the silt control during construction of the embankment) from where it will overflow into the creek bed.
11. The consent holder shall conduct continuous dissolved oxygen monitoring at monitoring point CCMP01 (Coal Creek just prior to the confluence with the Mare Burn at approximately NZTM 2000: E1392985 N4980236) for a one month period following filling of the reservoir to its final height and then annual 7-day continuous dissolved oxygen during the period 1 February to 31 May for the term of the consent. Information on flow and metrological conditions shall be collected for the period of monitoring.
12. Works shall, as far as practicable, be undertaken when flows in the watercourse are low.
13. (a) Prior to the exercise of this consent, the consent holder shall establish a fund of NZ\$30,000 for provision of trout exclusion devises to protect native fish habitat, particularly Taieri flathead galaxias (*Galaxias depressiceps*). Within 6 months the consent holder shall commence consultation with the Department of Conservation to determine suitable locations for the trout exclusion devices, with some preference to be given to locations within the Mare Burn catchment.
(b) The consent holder shall provide the Consent Authority with details of the determined locations of the trout exclusion devices.
(c) The trout exclusion devices shall be designed or supplied by a suitably qualified person.
(d) The trout exclusion devices shall be installed within 24 months of the locations being determined.
(e) The trout exclusion devices shall be maintained in good working order for the duration of this consent. Records shall be kept of all inspections and maintenance and those records shall be provided to the Consent Authority upon request.

Performance Monitoring

14. The consent holder shall notify the Consent Authority in writing at least ten working days prior to the commencement of the works authorised by this consent.
15. (a) 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 forthcoming year. 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:
 - i) A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and

- contours of all existing and proposed structures at completion of mining;
- ii) A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months;
 - iii) 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;
 - iv) An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan;
 - v) 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;
 - vi) 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;
 - vii) A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps;
 - viii) 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 has been proposed as a result of a non-compliance event and/or any adverse effects on the environment;
 - ix) Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Management Plans and the Dust Management Plan;
 - x) An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months;
 - xi) A detailed section on rehabilitation including, but not limited to the following:
 - A description of rehabilitation planned for the next five years;
 - A description of proposed rehabilitation methods;
 - The details of the location, design (including shape form and contour) and construction of all permanent structures;
 - Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months;
 - Drainage details for disturbed and recently rehabilitated areas;
 - Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and
 - Details of the management of areas previously rehabilitated.
 - xii) 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;
 - xiii) An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;

xiv) An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;

xv) A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and

xvi) Any other information required by any other condition of this consent and any related consent.

(b) 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.

(c) 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.

(d) The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.

(e) The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.

(f) Each year, the consent holder shall provide the Chairperson of Macraes Community Incorporated, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.

16. 11. (a) The consent holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mine operations.
- (b) The Site Decommissioning Plan shall be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups.
- (c) The Site Decommissioning Plan shall include but not be limited to:
- i) 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;
 - ii) A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents;
 - iii) Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment;
 - iv) 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;
 - v) Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; and
 - vi) Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure compliance with numerical

standards and mitigation plans.

17. The consent holder shall pay to the Consent Authority, the costs for monitoring, enforcing and administering this consent as agreed upon between the consent holder and the Consent Authority pursuant to Section 36 of the Resource Management Act 1991.
18. The consent holder shall maintain a register of any complaints received regarding their operation. The register shall include, but not be limited to:
 - (a) name and location of site where 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.

The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 18 of this consent

19. 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 non compliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non compliance.

General

20. Machinery used to undertake the works shall not be operated from within the wet bed of Coal Creek.
21. The consent holder shall ensure that any bed disturbance is limited to the extent necessary to carry out the works.
22. The consent holder shall minimise damage to riparian vegetation when exercising this consent.
23. The consent holder shall ensure that once completed the works authorised by this consent do not cause any flooding, erosion, scouring, land instability or property damage.
24. The Consent Authority may, within 6 months of receipt of the Coronaiton North Project Cultural Impact Assessment prepared by Kai Tahu Ki Otago on behalf of Te Runanga o Moeraki, Te Runanga o Otakou and Kati Hurapa Runanga ki Puketeraki, commissioned in 2016; serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.
25. 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, the Heritage New Zealand Regional Archaeologist, appropriate iwi groups or kaitiaki representative, and in the case of skeletal remains, the New Zealand Police; and

(ii) stop work within the immediate vicinity of the discovery and within 20 metres around the site to allow a site inspection by the Heritage New Zealand Regional Archaeologist and the appropriate iwi groups or kaitiaki representative and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken, as long as all statutory requirements under legislation are met. Remains are not to be moved until such time as iwi and Heritage New Zealand have responded.

Site work shall recommence following consultation with the Consent Authority, Heritage New Zealand, iwi, and in the case of skeletal remains, the New Zealand Police, provided that any relevant statutory permissions have been obtained.

Where iwi request, any information recorded as the result of the find such as a description of location and content, shall be provided for their records.

(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) notify the Consent Authority, Heritage New Zealand Regional Archaeologist, and in the case of Maori features or materials, the appropriate iwi groups or kaitiaki representative. 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

(ii) stop work within the immediate vicinity of the discovery or disturbance and within 20 metres around the site.

Site work shall recommence following consultation with the Consent Authority, Heritage New Zealand and iwi, provided that any relevant statutory permissions have been obtained.

26. In the event that an unidentified archaeological site is located during works, the following applies;

(a) Work shall cease immediately at that place and within 20m around the site.

(b) The contractor must shut down all machinery, secure the area, and advise the Site Manager.

(c) The Site Manager shall secure the site and notify the Heritage New Zealand Regional Archaeologist and the Consent Authority. Further assessment by an archaeologist may be required.

(d) If the site is of Maori origin, the Site Manager shall 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).

(e) If human remains (koiwi tangata) are uncovered the Site Manager shall advise the Heritage New Zealand Regional Archaeologist, NZ Police, the Consent Authority and the appropriate iwi groups or kaitiaki representative and the above process under 4 shall apply. Remains are not to be moved until such time as iwi and Heritage New Zealand have responded.

(f) Works affecting the archaeological site and any human remains (koiwi tangata) shall not resume until Heritage New Zealand gives written approval for work to continue. Further assessment by an archaeologist may be required.

(g) Where iwi so request, any information recorded as the result of the find such as a description of location and content, is to be provided for their records.

27. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
The performance and completion of rehabilitation in accordance with the conditions of this consent; and
The carrying out of the monitoring required by the conditions of this consent; and
The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
Compliance with Conditions 27(m) to 27(q) of this consent.
- (b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 27(a).
- (c) 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.
- (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.
- (e) 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.
- (f) 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.
- (g) The amount of the bond(s) shall include:
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.
The estimated costs of:
Monitoring in accordance with the monitoring conditions of the consent;
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;
Monitoring any rehabilitation required by this consent.
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.
- (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- (i) 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).
- (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
- (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
- (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
- (m) 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.
- (n) The amount of the bond to be provided under Condition 27(m) shall include the amount (if any) considered by the Consent Authority necessary for:

Completing rehabilitation in accordance with the conditions of this consent.
Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.

Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.

Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.

Contingencies.

(o) Without limitation, the amount secured by the bond given under Condition 15(m) 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.

(p) The bond(s) required by Condition 27(m) must be provided on the earlier of: 12 months before the expiry of this consent.

Three months before the surrender of this consent.

(q) Conditions 27(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 27(m).

Review

28. 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 of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
- (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
 - (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Notes to Consent Holder

1. *The Consent Holder shall also comply with all notices and guidelines issued by Biosecurity New Zealand, in relations to avoiding spreading the pest organism *Didymosphenia geminata* known as “Didymo” (refer to www.biosecurity.govt.nz/didymo).*
2. *Under the Heritage New Zealand Pouhere Taonga Act 2014 an archaeological site is defined as any place in New Zealand that was associated with human activity that occurred before 1900 and provides or may provide, through investigation by archaeological methods, evidence relating to the history of New Zealand (see Section 6). For pre-contact Maori sites this evidence may be in the form of Taonga (artefacts) such as toki (adzes) or flake tools as well as bones, shells, charcoal, stones etc. In later sites of European/Chinese origin, artefacts such as bottle glass, crockery etc. may be found, or evidence of old foundations, wells, drains or similar structures. Pre-1900 buildings are also considered archaeological sites. Burials/koiwi tangata may be found from any historic*

period. Archaeological sites are legally protected under Sections 42(1) & (2) of the Heritage New Zealand Pouhere Taonga Act 2014.

3. *It is an offence under S87 of the Heritage New Zealand Pouhere Taonga Act 2014 to modify or destroy an archaeological site without an Authority from Heritage New Zealand irrespective of whether the works are permitted or a consent has been issued under the Resource Management Act or Building Act.*

Appendix I
RM16.138.02

