

WATER PERMIT

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 permanently divert water around the Coronation Waste Rock Stack and into unnamed tributaries of Maori Hen Creek, Trimbells Gully, Mare Burn and Coal Creek the for the purpose of preventing surface water ingress and managing stormwater runoff

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, Pt Section 2 Blk VII Highlay SD

Map reference: Within a 1 kilometre radius of NZTM 2000: E1395457 N4978458

Conditions Specific

1. This consent shall be exercised together with Land Use Consent RM16.138.01, Discharge Permit RM16.138.03, Discharge Permit RM16.138.04, Discharge Permit RM16.138.05, Discharge Permit RM16.138.09 and any subsequent variations to these consents.
2. The diversion of water shall occur in and around the area marked Coronation North Waste Rock Stack shown on Appendix I attached.

Performance Monitoring

3. (a) Prior to exercise of this consent, the consent holder shall submit to the Consent Authority an Erosion and Sediment Control Plan for the Coronation Waste Rock Stack. The Erosion and Sediment Control Plan and plan requirements shall not be of a standard less than that required by the latest revision of the Environment Canterbury document "Erosion and Sediment Control Guideline", except that the catchment of sediment retention ponds shall not exceed 20 ha. The design, construction and operation of all sediment retention ponds shall ensure that no outflow to downstream receiving waters results from any sediment retention pond arising from a rainfall depth of 70 mm or less from a particular storm event. The Erosion and Sediment Control Plan shall include, but not be limited to:

- i) General arrangement details of the design and location of all erosion and sediment control devices including final details of all catchments and sub-catchments of all works related to erosion and sediment control within the Coronation North Project area;
- ii) Key responsibilities relating to implementation of the plan;
- iii) Construction details and specifications of all proposed erosion and sediment control measures e.g. including but not limited to details of all drains and ponds associated with erosion and sediment control and surface water management;
- iv) A construction timetable and details of necessary staging;
- v) Maintenance, monitoring and reporting procedures (e.g. including but not limited to details of parameters to be measured, frequency of monitoring, monitoring locations and corrective actions to be implemented in the event that test results are inconsistent with monitoring requirements and/or cross reference to the Water Quality Management Plan and Compliance and Monitoring Schedule that otherwise provide for all such requirements);
- vi) Emergency response procedures, including response procedures for flood events and silt pond dam failure scenarios; and
- vii) Certification from a chartered professional engineer that the proposed erosion and sediment control measures comply with the conditions of the consent.

(b) The consent holder shall exercise this consent in accordance with the Erosion and Sediment Control Plan.

(c) Not less than three weeks prior to the commencement of soil disturbance, the consent holder shall submit to Consent Authority for acceptance the Erosion and Sediment Control Plan. The works shall not proceed until the Erosion and Sediment Control Plan is accepted by the Consent Authority. If required by Consent Authority, the consent holder shall amend the Erosion and Sediment Control Plan prior to acceptance by the Consent Authority. The consent holder shall exercise this consent in accordance with the Erosion and Sediment Control Plan.

(d) The consent holder shall review the Erosion and Sediment Control Plan annually and if necessary, update it. Details 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 1 month of any update occurring.

4. Prior to the exercise of this consent the consent holder shall, in consultation with the Consent Authority, develop, submit and implement a Mitigation Plan that achieves the following, as a minimum:

- i) Identifies populations of aquatic fauna that are to be protected. This shall include, but not be limited to, freshwater crayfish (Koura) and flathead galaxiids (*Galaxias depressiceps*);
- ii) Identifies the threatening processes that are affecting the identified populations;
- iii) Identifies threats to any translocated populations in their new habitat, such as predation and seasonal flow variations;
- iv) Provides a detailed methodology that identifies how and when the identified populations are to be protected;
- v) Provides a framework for the monitoring and reporting of mitigation activities; and
- vi) Provides a methodology to allow for the evaluation of the effectiveness of the mitigation activities.

Any translocation of species undertaken shall not detrimentally affect any

existing population of native fish. The Mitigation Plan shall ensure that there is no net loss of biodiversity of the associated conservation values resulting from the exercise of this consent and/or the proposed mitigation activities.

General

5. Any diversion of water shall only occur once the diversion channel(s) has/have been fully excavated.
6. The consent holder shall ensure that no fish become stranded, and fish passage is not impeded as a result of the diversion works.
7. When diverting water into the new diversion channel, all reasonable steps shall be taken to ensure that sediment and discolouration of water are kept to a minimum.
8. The consent holder shall undertake all reasonable measures to promote bank stability of the new channel as rapidly as possible.
9. There shall be no reduction in the surface flow of any watercourse as a result of the diversion.
10. No lawful take of water shall be adversely affected as a result of the diversion.
11. All machinery and equipment that has been in watercourses shall be water blasted and treated with suitable chemicals or agents prior to being brought on site and following completion of the works, to reduce the potential for pest species being introduced to or taken from the watercourses, such as didymo. At no time during the exercise of this consent shall machinery be washed within the bed of a watercourse.
12.
 - (a) Works shall, as far as practicable, be undertaken when flows in the watercourses are low.
 - (b) Work shall be undertaken with the minimum time required in the wet bed of the watercourses and with the minimum necessary bed disturbance.
 - (c) All reasonable steps shall be taken to minimise the release of sediment to water.
 - (d) At the completion of the works authorised by this consent, the consent holder shall ensure that all plant, equipment, chemicals, redundant fencing, signage, debris, rubbish and any other material brought on site is removed from the site. The site shall be tidied to a degree at least equivalent to that prior to the works commencing.
13. 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. Should such effects occur due to the exercise of this consent, the consent holder shall, if so required by the Consent Authority and at no cost to the Consent Authority, take all such action as the Consent Authority may require to remedy any such damage.
14. The exercise of this consent shall not, after reasonable mixing, give rise to the production of any conspicuous floatable or suspended materials or any conspicuous change in the colour or visual clarity in any watercourse.

15. The Consent Authority may, within 6 months of receipt of the Coronaiton North Project Cultural Impct 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.

16. 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.

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.
 - (b) Discovers any feature or archaeological material that predates 1900, or heritage material, or disturbs a previously unidentified archaeological or heritage site, the Permit Holder shall without delay:
 - i) Stop work within the immediate vicinity of the discovery or disturbance; and
 - ii) 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
 - iii) Arrange for a suitably qualified archaeologist to undertake a survey of the site.

Site work shall recommence following consultation with the Consent Authority.

17. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
 - i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and
 - iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Compliance with Conditions 17(m) to 17(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 17(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 required for by condition 15 of RM16.138.02, condition 6 of RM16.138.05, condition 8 of RM16.138.06, condition 10 of RM16.138.10, condition 8 of RM16.138.17 and RM16.138.18.
- (g) The amount of the bond(s) shall include:
- i) 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.
 - ii) 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.
 - iii) 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 17(m) shall include the amount (if any) considered by the Consent Authority necessary for:
- i) Completing rehabilitation in accordance with the conditions of this consent.

- ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.
 - iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
 - v) Contingencies.
- (o) Without limitation, the amount secured by the bond given under Condition 17(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 17(m) must be provided on the earlier of:
- i) 12 months before the expiry of this consent.
 - ii) Three months before the surrender of this consent.
- (q) Conditions 17(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 17(m).
18. 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:

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. *During the exercise of this consent, the consent holder should ensure that fuel storage tanks and machinery working and stored in the construction area shall be maintained at all times to prevent leakage of oil and other contaminants into any watercourse. No refuelling of machinery shall occur within the watercourse. In the event of contamination, the consent holder shall undertake remedial action and notify the Consent Authority within 24 hours.*
3. *The consent holder shall ensure that any contractors engaged to undertake work authorised by this consent abide by the conditions of this consent. A copy of this consent should be present on site at all times while the work is being undertaken.*

Appendix I

RM16.138.20

