

Our Reference: A942108

Consent No. RM16.138.07

DISCHARGE 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 discharge silt and sediment to Coal Creek for the purpose of constructing the Coal Creek Freshwater Dam

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. This consent shall be exercised in conjunction with Land Use Consent RM16,138.02, Discharge Permit RM16.138.08, Water Permit RM16.138.16, Water Permit RM16.138.18 and any subsequent variations to these consents
2. For the purpose of Section 125 of the Resource Management Act 1991, this consent shall not lapse.

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.

General

4. The consent holder shall ensure that the discharge does not give rise to any significant adverse effect on aquatic life.
5. No lawful take of water is to be adversely affected as a result of any discharge.
6. 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.
7. (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 7(m) to 7(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 7(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:

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 7(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 7(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 7(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 7(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 7(m).

Review

8. 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.

Appendix I RM16.138.07

