

Our Reference: A967148

22 December 2016



Oceana Gold (New Zealand) Limited
PO Box 5442
Dunedin 9058

Attention: Jackie St John

Dear Sir/Madam

Erratum to Joint Decision on Publicly Notified Resource Consent Application No. RM16.138, LUC-2016-230 & LUC-2013-225/A and 201.2016.779 & 201.2013.360-1 - Oceana Gold (New Zealand) Limited – Coronation North Project Element

Further to Council's letter dated 20 December 2016, please find enclosed an erratum to condition 15.2(b).

After the decision for resource consent on the aforementioned applications was made, the Panel became aware that the agreed to condition 15.2(b) requiring the consent holder to engage a suitably experienced and qualified ecologist, to prepare an annual Coronation North Ecological Monitoring Report that evaluates 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, instead stated that fifteen rare plant species should be propagated and planted.

In accordance with s.120 of the Resource Management Act 1991, the joint decision as updated by the erratum is subject to a statutory right of appeal directly to the Environment Court, PO Box 2069, Christchurch, which must be lodged with the Environment Court, and served on the relevant Council, and all submitters within 15 working days of receipt of this letter.

In the absence of any appeal, formal consents will be issued following the expiry of this period.

Please contact **Christopher Shaw** at this office should you require clarification of any matter relating to the above.

Yours sincerely



Rochelle Stevenson
Senior Consents Support Officer
Encl

cc: Dunedin City Council, PO Box 5045, Moray Place, Dunedin 9058
Attention: K Lindsay

Waitaki District Council, Private Bag 50058, Oamaru 9444
Attention: P Kloosterman

Andrew Purves Planning & Resource Management Ltd, 22 Cashmere View Street,
Christchurch 8204. Attention: Andrew Purves



Otago
Regional
Council

ORC Reference: RM16.138

DCC Reference: LUC-2016-234 and LUC-2013-225A

WDC Reference: 201.2016.779 and 201.2013.360.1

**Erratum of Joint Notified Decision by the
Hearing Committee of the Otago Regional Council, Dunedin City Council and Waitaki
District Council on Resource Consent Applications RM16.138, LUC-2016-234, LUC-
2013-225A, 201.2016.779 and 201.2013.360.1**

After the decision for resource consent on the aforementioned applications was made, the Panel became aware that the agreed to condition 15.2(b) requiring the consent holder to engage a suitably experienced and qualified ecologist, to prepare an annual Coronation North Ecological Monitoring Report that evaluates 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, instead stated that fifteen rare plant species should be propagated and planted.

As such, the following erratum has been prepared to correct this error. The new condition to be inserted on DCC & WDC Consent and conditions reads as follows:

- "15.2 The 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”

Consequently, Dunedin City Council and Waitaki District Council condition 15.2 shall be amended to include this erratum. The amended Dunedin City Council and Waitaki District Council Consent and conditions is attached.

A handwritten signature in black ink that reads "Brent Cowie". The signature is written in a cursive, slightly slanted style.

Signed by Brent Cowie (Chair)

Cmr Brent Cowie, Chair Hearing Panel

22 December 2016

OCEANA GOLD CORONATION AND CORONATION NORTH PROJECT

DCC & WDC CONSENT AND CONDITIONS

20 December 2016

WAITAKI DISTRICT COUNCIL AND DUNEDIN CITY COUNCIL
LAND USE CONSENT "CORONATION & CORONATION NORTH" – OCEANA
GOLD (NEW ZEALAND) LTD

WDC Reference: 201.2016.779 and 201.2013.360.1

DCC Reference: LUC-2016-234 and LUC-2013-225A

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.

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.

"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. GENERAL

- 1.1 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.
- 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 Councils may grant a longer period of time.
- 1.3 The consent holder shall notify the Councils in writing of the first exercise of this consent.
- 1.4 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.
- 1.5 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 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.
- 1.7 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.
- 1.8 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.

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. LOCATION OF VARIOUS MINING ACTIVITIES

- 2.1 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.
- 2.2 (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.

3. PROJECT OVERVIEW AND ANNUAL WORK AND REHABILITATION PLAN

- 3.1 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 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 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 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 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 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 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. 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.

Earth Shaping and Visual

- 4.2 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 The consent holder shall use a Landscape Architect in the planning and design of all permanent earthworks and structures.

Waste Rock Stack

- 4.4 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 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 Where practicable the waste rock shall be backfilled into pits in order to minimise the size of waste rock stack.
- 4.7 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 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).

Soil

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

Revegetation

4.11 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 *Chionochloa rigida subsp. rigida* (narrow-leaved snow tussock) *Festuca novae-zelandiae* and *Poa cita*. Details of area, density and methods of planting are set out in the Ecological Management Plan required under Condition 15.

4.12 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.

Soil and Vegetation Monitoring

4.13 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. SITE DECOMMISSIONING AND CLOSURE

5.1 The consent holder shall submit to the Councils a Site Decommissioning Plan, not less than 12 months before completion of the operations.

5.2 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 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. 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) 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.

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 Councils on request.

7. BLASTING AND VIBRATION

- 7.1 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 shall be restricted to within the following hours: Monday-Friday 9am to 5.30pm Saturday and Sunday 10am to 4.30pm
- 7.3 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 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 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. NOISE

Noise limits

- 8.1 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.

Measurement Locations

- 8.2 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.

Measurement and Assessment

- 8.3 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. 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, 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 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 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 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 All measurements from the monitoring programmes shall be recorded and shall be made available to the Councils on request.

10. 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.

11. WASTE ROCK STACKS

- 11.1 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.
- 11.2 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 The Coronation North waste rock stack shown on "Coronation North Project WDC/DCC LUC Consents Map 1" annexed shall not exceed 695mRL.

12. FINAL PIT LAKES

- 12.1 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.
- 12.2 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 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. ROADING

- 13.1 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.
- 13.2 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 AP40 with a wearing course of AP20;
 - (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 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 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 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 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 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. HERITAGE

- 14.1 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 archeological sites within the Disturbed Land concerned.

- 14.2 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 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 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 The mining operation shall be carried out in accordance with the updated Heritage Management Plan.
- 14.6 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 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. NATURE CONSERVATION AND LANDSCAPE VALUES

- 15.1 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:
 - (a) Include sections covering 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).

15.2 The 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 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 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 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 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 cheesemani;
Ranunculus ternatifolius;
Senecio dunedinensis;
Sonchus novae-zealandiae;
Carmichaelia corrugata;
Coprosma intertexta;
Deschampsia cespitosa;
Cardamine bilobata;
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 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 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.
- 15.9 The consent holder shall include in its annual Coronation North Ecological Monitoring Report details of all costs incurred to date to fund the measures outlined in paragraphs 15.6 to 15.8, such funding to total not less than \$50,000 (excluding GST) over a period not exceeding 4 years (cultivation and

establishment) and 5 years (monitoring). If, upon assessment of the monitoring results for the fourth year of operations following (and including) the year in which the consent holder first exercises this consent, the consent holder in consultation with the Department of Conservation determines that fewer than 10 plants of each of 12 salvage species are growing, in a manner that is successful as described in Condition 15.8, then:

- (a) the consent holder may discontinue any further measures under paragraphs 15.6 to 15.8; and
- (b) whether the consent holder discontinues such measures or not, the difference (if any) between the total costs incurred to that time to fund the measures outlined in paragraphs 15.6 to 15.8 and the total budget for such measures of \$50,000 shall be transferred to the Habitat Enhancement Fund.

15.10 The consent holder is under no obligation to continue any measures under paragraphs 15.6 to 15.8 beyond nine years from first exercise of this consent.

15.11 Within 6 months of the exercise of this consent the consent holder shall make provision for the total sum of NZ\$75,000 to be available for use by an appropriately qualified researcher, Masters or PhD student over 3 years to:

- (a) participate in the lizard habitat creation required by condition 15.12 below and to conduct research to determine the success of that or similar habitat; and
- (b) conduct research into the effect of mitigation for mining activities on lizard populations as outlined in condition 15.13 below.

These monies shall be paid to the DCC for administrative purposes, and to ensure they are spent appropriately.

- 15.12 (a) The consent holder shall construct at least ten lizard habitat areas (each one approximately 10m x 10m or equivalent area) consisting of vegetated, deep rock piles and boulders. This lizard habitat shall be within:
- (i) areas in and around the margins of the Coronation North Waste Rock Stack identified by the researcher referred to in condition 15.11 or a suitably qualified herpetologist as suitable for lizard habitat creation;
 - (ii) areas surrounding the Coronation North Project Area identified by the researcher referred to in condition 15.11 or a suitably qualified herpetologist as suitable for lizard habitat creation.
- (b) The consent holder shall consult with the researcher referred to in condition 15.11 or a suitably qualified herpetologist when placing and designing lizard habitat.
- (c) As a minimum, the consent holder shall create habitat designed and constructed to provide suitable refuge for the range of lizard species found within the Coronation North project footprint.
- (d) The consent holder shall only plant fruit bearing shrubs and tussocks around the margins of rock piles to benefit lizards where it is recommended by the researcher referred to in condition 15.11 or a suitably qualified herpetologist.
- (e) The consent holder shall arrange for the researcher referred to in condition 15.11 or a suitably qualified herpetologist to monitor lizard colonisation of new rock piles on an annual basis for five years from the creation of the

piles, using best practice techniques to detect changes in abundance over time. The results of this monitoring shall be reported each year in the annual Coronation North Ecological Monitoring Report.

- 15.13 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 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 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 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
 - 2. 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 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. FENCING

- 16.1 Stock-proof fencing shall be used to keep livestock away from all working areas.
- 16.2 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. MANAGEMENT OF HAZARDOUS SUBSTANCES

- 17.1 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.
- 17.2 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 BONDS

Obligations to be secured

- 18.1 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.

When bonds to be provided

- 18.2 Before the commencement of this consent, the consent holder shall provide to the Councils one or more bonds required by Condition 18.1

Form of bond

- 18.3 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.

Surety

- 18.4 Any bond shall be given or guaranteed by a surety acceptable to the Councils.
- 18.5 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.

Amount

- 18.6 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 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 The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- 18.9 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).

General

- 18.10 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 Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Councils.

Costs

- 18.12 The costs (including the costs of the consent authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.

Bonding on expiry or surrender of this consent

- 18.13 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 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 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 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 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.

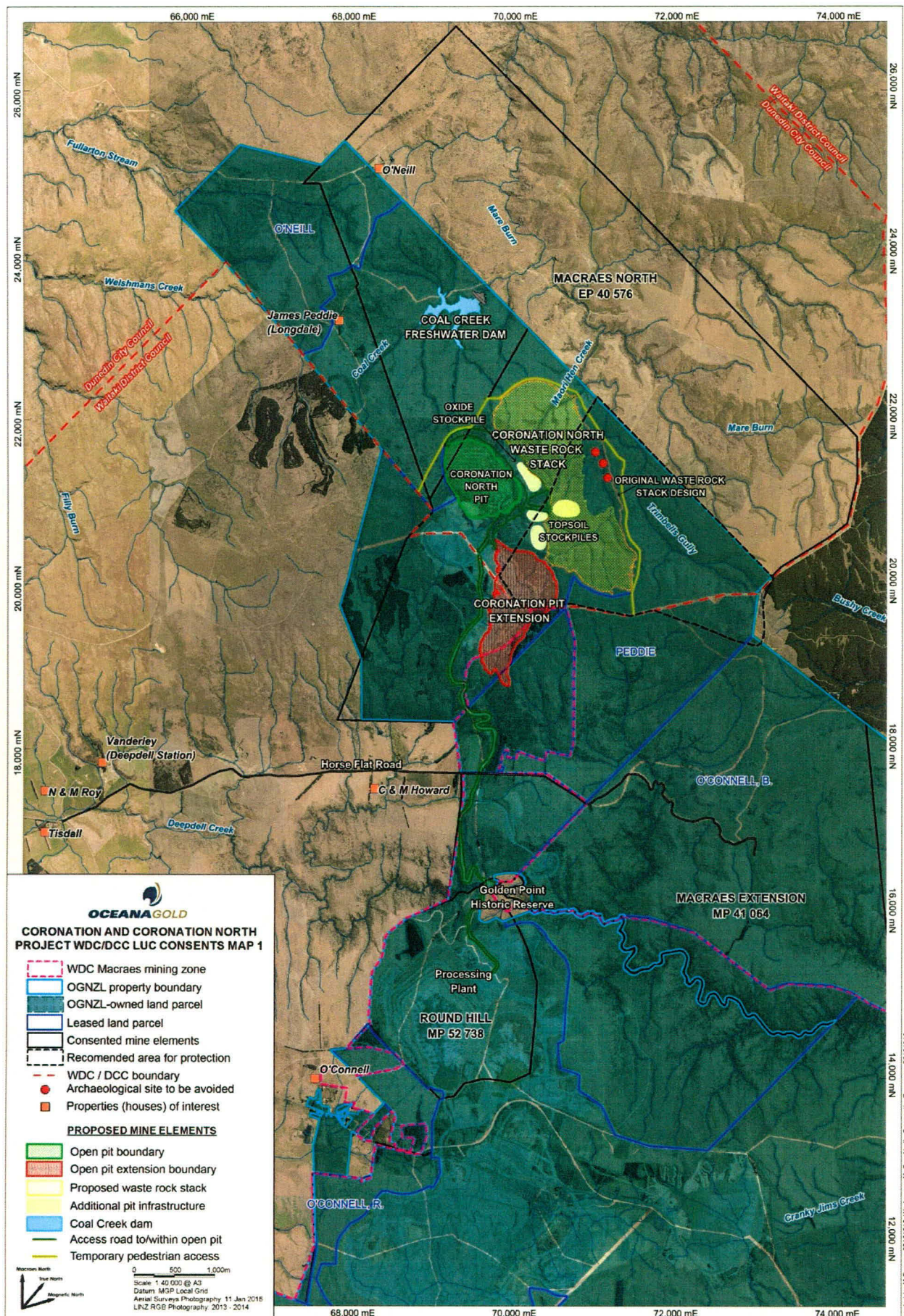
19. PUBLIC LIABILITY INSURANCE

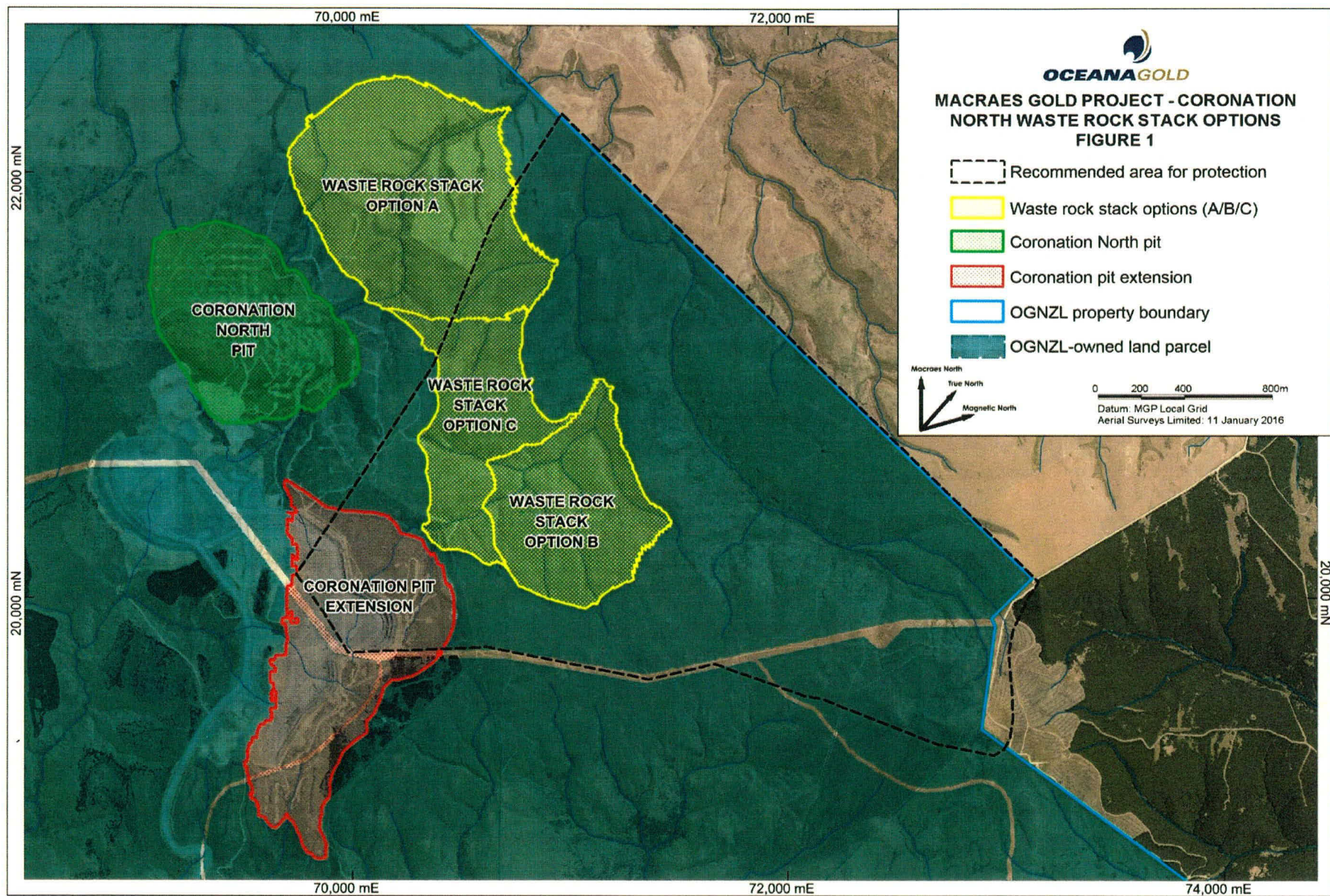
- 19.1 The consent holder shall effect and keep current public liability insurance for an amount not more than twenty million dollars. The amount shall be determined by the Councils in consultation with the consent holder.
- 19.2 The indemnity expressed in the insurance policy shall be sufficiently wide 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.
- 19.3 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 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.

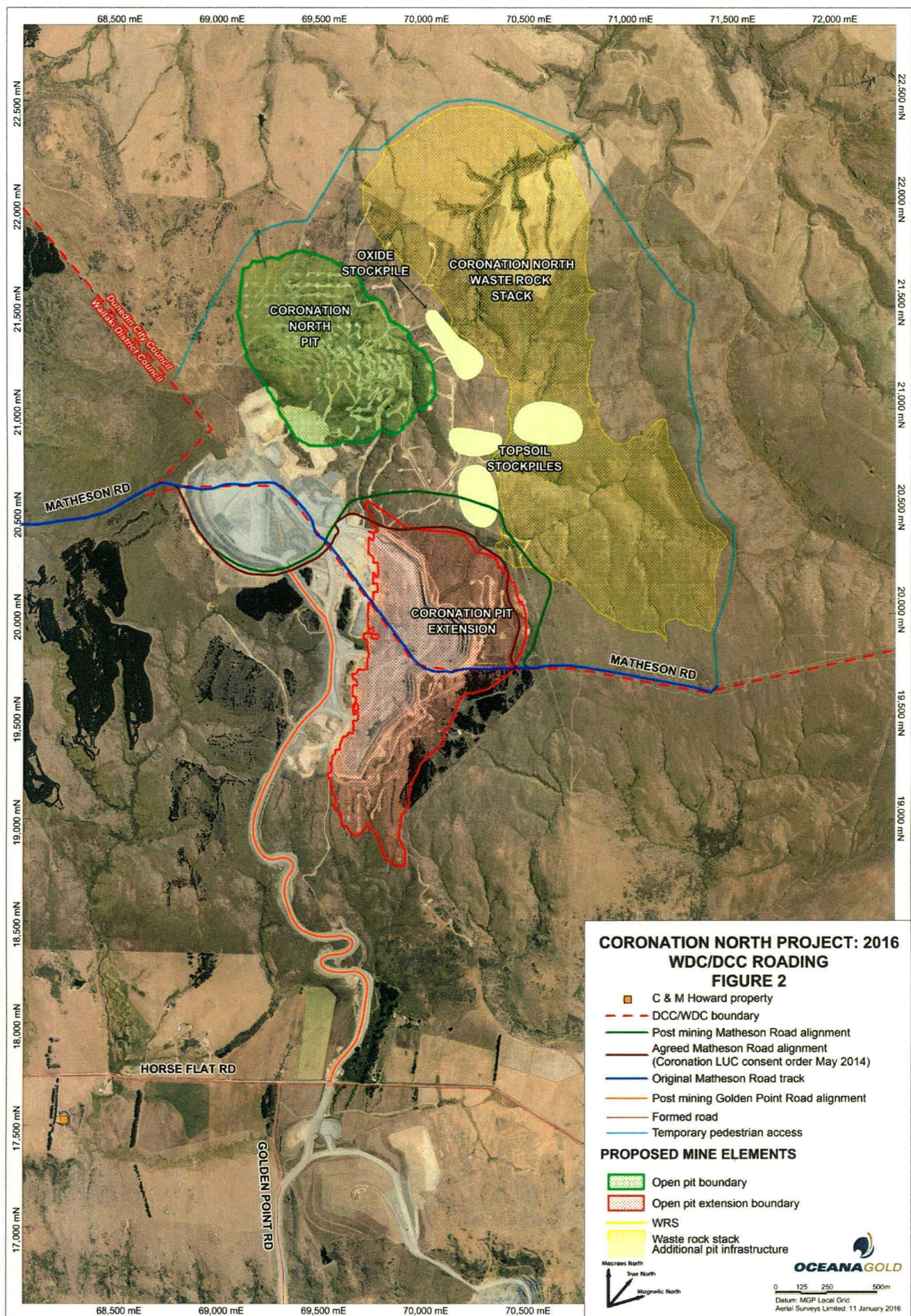
20. CLOSURE OF OPERATIONS

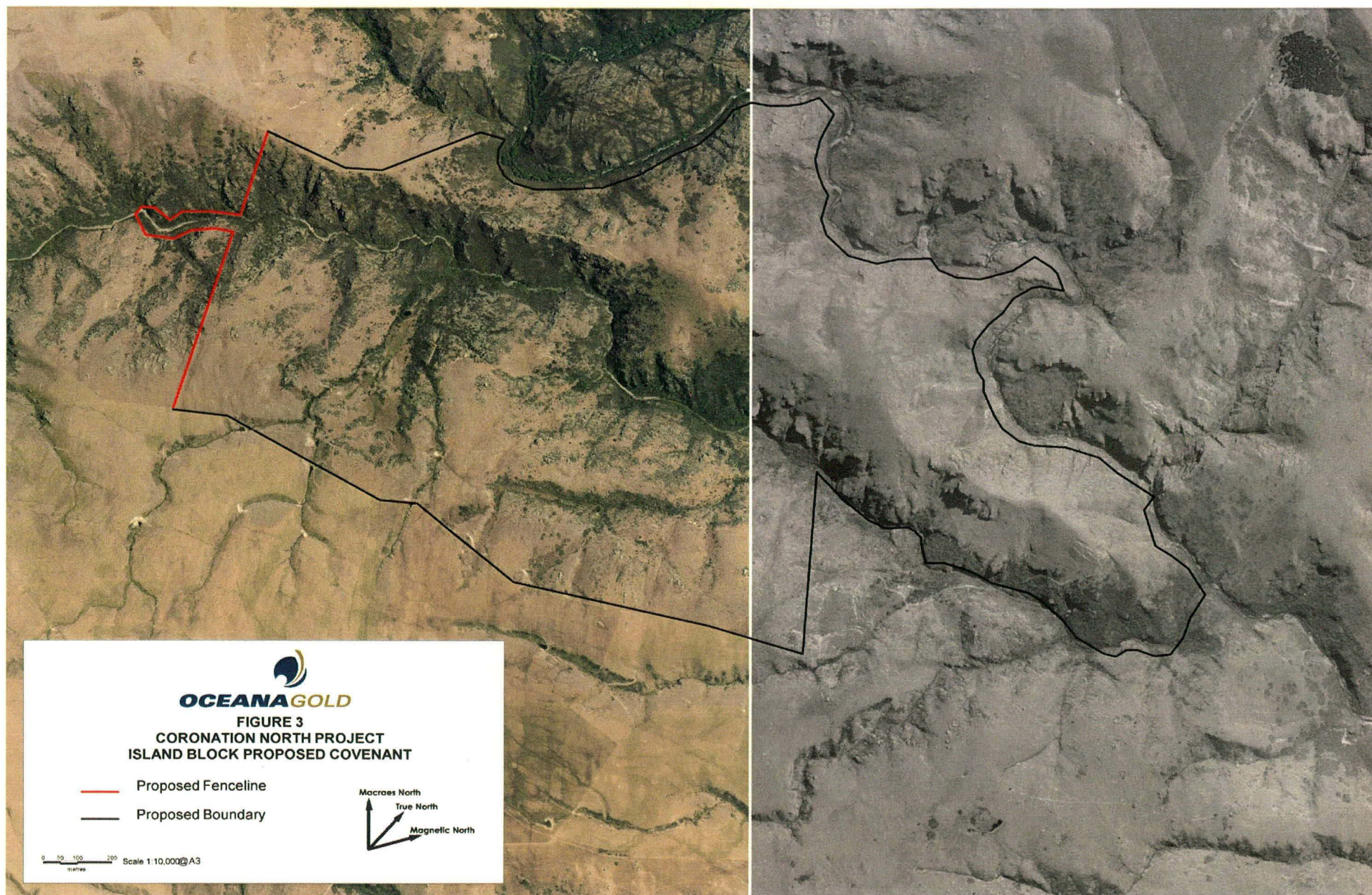
- 20.1 The consent holder shall annually supply to the Councils a contingency plan for the early closure of the mine, as part of the Project Overview Annual Work and Rehabilitation Programme. This contingency plan shall be updated annually. The plan shall address the objectives listed in Condition 4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

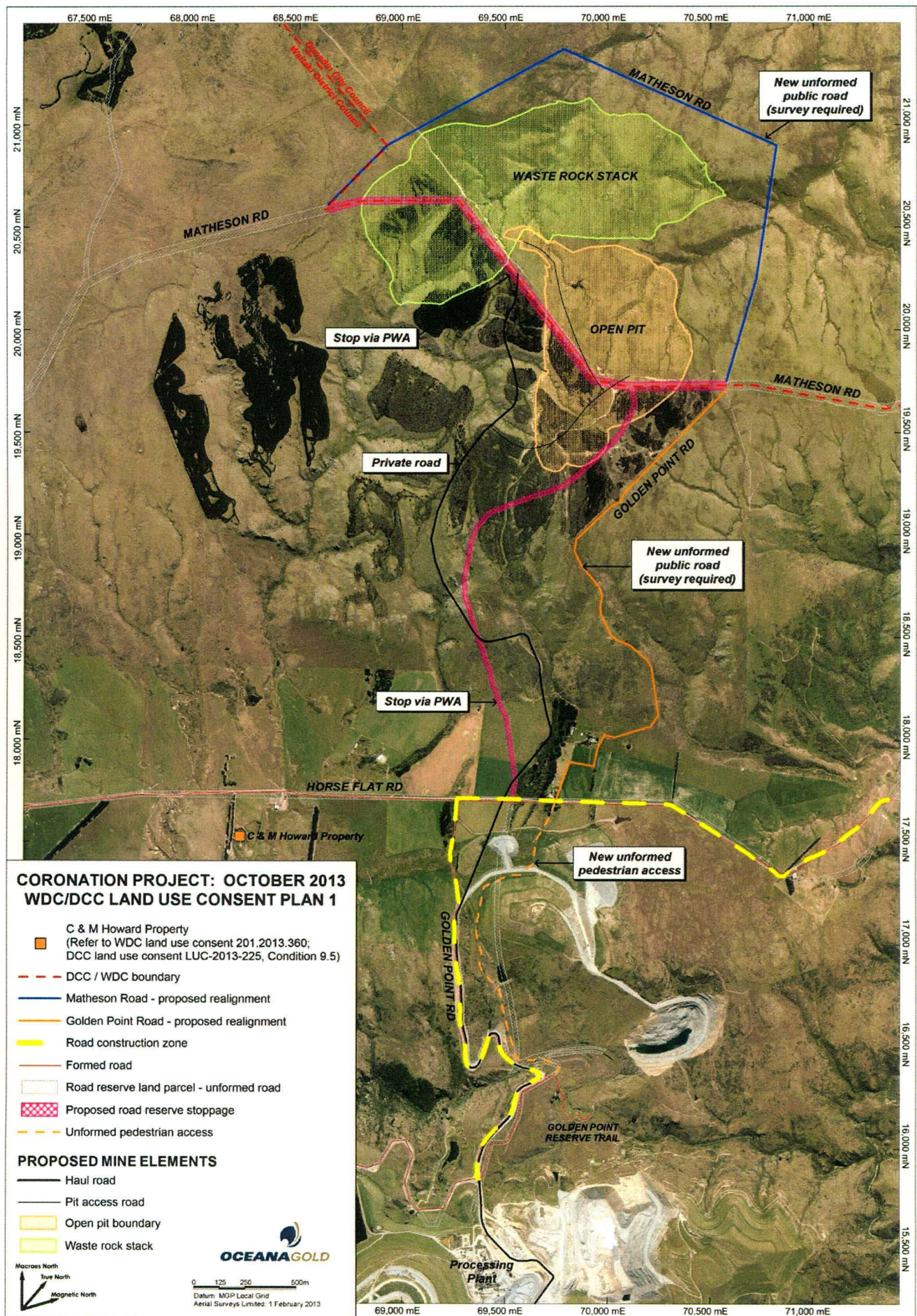
ANNEXES











Created by M. Parry 20131022 WorkSpace_M_Corona_Planet_Saving_20131022.mxd

