

Our Reference: A942102

Consent No. RM16.138.01

## **LAND USE CONSENT**

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

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To disturb, deposit and reclaim the bed of unnamed tributaries of Maori Hen Creek, Trimbells Gully, Mare Burn and Coal Creek for the purpose of constructing the Coronation North Waste Rock Stack

For a term expiring 1 October 2026

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 Discharge Permit RM16.138.03, Discharge Permit RM16.138.04, Discharge Permit RM16.138.05, Discharge Permit RM16.138.09, Water Permit RM16.138.20 and any subsequent variations to these consents.
2. The disturbance, deposition and reclamation shall not occur outside of the area marked Coronation North Waste Rock Stack as shown on Appendix I attached.
3. Underdrains shall be constructed in the natural channels that form the unnamed tributaries of Maori Hen Creek, Trimbells Gully, Mare Burn and Coal Creek beneath the footprint of the Coronation North Waste Rock Stack by placement of large rocks covered by appropriately graded material to provide sufficient filtering to prevent blockage of the drains by finer material.

#### **Performance Monitoring**

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 species identified under Condition 4(i) and their associated conservation values resulting from the exercise of this consent and/or the proposed mitigation activities.

## **General**

5. 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.
6.
  - (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, 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.
7. 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.
8. 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.
9.
  - (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 9(m)-9(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 9(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 9(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 9(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 11(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 9(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 9(m).

10. 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.

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

- (a) Work shall cease immediately at that place and within 20m around the site.
- (b) The contractor must shut down all machinery, secure the area, and advise the Site Manager.
- (c) The Site Manager shall secure the site and notify the Heritage New Zealand Regional Archaeologist and the Consent Authority. Further assessment by an archaeologist may be required.
- (d) If the site is of Maori origin, the Site Manager shall notify the Heritage New Zealand Regional Archaeologist, the Consent Authority and the appropriate iwi groups or kaitiaki representative of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken, as long as all statutory requirements under legislation are met (Heritage New Zealand Pouhere Taonga Act 2014, Protected Objects Act 1975).
- (e) If human remains (koiwi tangata) are uncovered the Site Manager shall advise the Heritage New Zealand Regional Archaeologist, NZ Police, the Consent Authority and the appropriate iwi groups or kaitiaki representative and the above process under 4 shall apply. Remains are not to be moved until such time as iwi and Heritage New Zealand have responded.
- (f) Works affecting the archaeological site and any human remains (koiwi tangata) shall not resume until Heritage New Zealand gives written approval for work to continue. Further assessment by an archaeologist may be required.
- (g) Where iwi so request, any information recorded as the result of the find such as a description of location and content, is to be provided for their records.

## **Review**

12. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
  - (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
  - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
  - (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

## **Notes to Consent Holder**

1. *The consent holder shall also comply with all notices and guidelines issued by Biosecurity New Zealand, in relations to avoiding spreading the pest organism *Didymosphenia geminata* known as “Didymo” (refer to [www.biosecurity.govt.nz/didymo](http://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 the watercourse name. No refuelling of machinery shall occur within any 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 RM16.138.01





