



APPENDIX O

Proposed Consent Conditions

PROPOSED LAND USE CONSENT CONDITIONS – PROJECT MARTHA

GENERAL CONDITIONS

1. The activities authorised by this consent shall be undertaken in general accordance with the information contained in the Assessment of Environmental Effects (25 May 2018) and supporting technical documents submitted by OceanaGold New Zealand Limited ("the consent holder") to the Hauraki District Council ("the Council") in support of its resource consent applications for Project Martha, and as subsequently confirmed or modified in further information supplied to the Council in response to requests for further information provided in accordance with Section 92 of the Resource Management Act 1991 ("Act"), and as amended by the conditions below.

In the event of any conflict or discrepancy between the documents noted above and the conditions of this consent, the conditions shall be determinative.

Advice note

The activities authorised by this consent will rely on the use of existing mining infrastructure in Waihi - including the conveyor and surface mine roads, the processing plant, the water treatment plant, stockpile areas and the tailing storage facilities. This consent does not apply to the use of this infrastructure as they are authorised by other permits and consents held by the consent holder.

This consent also enables the use, maintenance and rehabilitation of existing and consented underground mining infrastructure (e.g. for the transportation of material). However, it does not authorise underground mining in these other underground areas as the consent holder already holds a number of permits and consents for these areas.

2. Pursuant to Section 134(1) of the Act, this consent may only be exercised by OceanaGold New Zealand Limited or its successor.
3. Pursuant to Section 125(1) of the Act, this consent shall lapse if not given effect to within five years of the date of commencement of this consent.
4. Pursuant to Section 123(b) of the Act, this consent is for an unlimited period.
5. At least 20 working days prior to the first exercise of this consent, the consent holder shall advise the Council in writing of the date upon which the exercise of this consent is to be physically commenced.
6. Any earthworks or remedial works in the buffer zone of the Martha Pit for pit stability reasons shall only occur with the approval of the Council. All such works shall be carried out in compliance with the provisions of Condition 68 of this consent.

SCHEDULE ONE

7. The consent holder shall comply with the common conditions between the Council and the Waikato Regional Council in Schedule One as relevant to the management of the mining and rehabilitation activities authorised by this consent.

HOURS OF WORK

8. Permissible operating hours within the Martha Pit (including the operation of the mobile crusher) and surface facilities area shall be restricted to:



Monday to Friday 0700 - 2100

Saturday 0700 - 1200

The above hours of work apply provided that operations are only permitted between 1900 and 2100 on Monday - Friday if the operations are of an urgent nature and necessary for the effective carrying out of mining activities and that they comply with the noise limits specified in Condition 22.

Details of operations conducted between 1900 - 2100 on Monday - Friday shall be recorded and made available to the Council on request.

The above hours of work do not apply with respect to the use of water trucks for controlling dust so long as the activity complies with the noise limits specified in Condition 22.

9. Underground mining activities authorised by this consent may be carried out 24 hours per day, seven days per week.
10. Vehicle access to, and from, the Martha Underground Mine via the Martha Pit may be carried out 24 hours per day, seven days per week provided the activity complies with the noise limits specified in Condition 22.
11. Hauling ore and waste rock between the open pit portals and in pit stockpiles and associated stockpiling and rehandling, and the use of the pit lake filling corridor may be carried out 24 hours per day, seven days per week provided these activities comply with the noise limits specified in Condition 22.
12. Ventilation shafts and fresh air / return air portals and the cement aggregate fill plant authorised by this consent may be operated 24 hours per day, seven days per week provided these activities comply with the noise limits specified in Conditions 22 and 23.
13. Maintenance activities may be carried out 24 hours per day, seven days per week provided this activity complies with the noise limits specified in Conditions 22 and 23.

CONSTRUCTION ACTIVITIES

14. The construction noise conditions in this consent apply to the following activities authorised as part of this consent:
 - a. All road re-alignment works at Bulltown / Cambridge Roads;
 - b. House relocation and demolition;
 - c. All works associated with the construction of the noise bund / fencing;
 - d. The construction of the cement aggregate fill plant;
 - e. The rehabilitation of the Martha Pit;
 - f. The construction of the intake structure, associated infrastructure and pipeline for the pit lake.
 - g. The construction of the outlet and discharge structure for the pit lake; and

- h. The construction of the limestone addition plant for the pit lake.

NOISE

Construction Noise

15. All construction activities authorised by this consent shall not exceed the following noise limits within the boundary of Waihi Central School during the school term:

<i>Monday – Friday</i>	<i>L_{Aeq}</i>	<i>L_{AFmax}</i>
<i>0830 - 1500</i>	<i>55 dB</i>	<i>75 dB</i>

16. At all locations, including the Waihi Central School outside the times specified in Condition 15, all construction activities authorised for by this consent shall not exceed the following noise limits:

<i>Monday – Friday</i>	<i>Saturdays</i>	<i>L_{Aeq}</i>	<i>L_{AFmax}</i>
<i>0630 - 0730</i>		<i>60 dB</i>	<i>75 dB</i>
<i>0730 - 1800</i>	<i>0730 – 1800</i>	<i>75 dB</i>	<i>90 dB</i>
<i>1800 - 2000</i>		<i>70 dB</i>	<i>85 dB</i>

17. At all other times, including Sundays and public holidays, the noise level from all construction activities authorised by this consent shall not exceed 40 dB L_{Aeq}.
18. Construction noise shall be managed, measured and assessed in accordance with New Zealand Standard *NZS6803:1999 Acoustics – Construction Noise*.
19. All construction noise shall be measured at any occupied dwelling not owned by the consent holder or related company, or not subject to an agreement with the consent holder or related company.
20. The construction noise limits above shall not apply to any property or site that is:
- Owned by the consent holder or a related company; or
 - Owned by a third party which is subject to either a registered covenant or a written agreement (a copy of which is provided to the Council) whereby noise effects on the property caused by activities authorised under this consent are not to be taken into account for monitoring and compliance purposes.
21. The consent holder shall prepare a Noise Management Plan for certification by the Council. The objective of the Noise Management Plan is to provide detail on how compliance with Conditions 15 to 18 will be achieved for the duration the construction activities referred to in Condition 14.

As a minimum, the Noise Management Plan shall consider the requirements of Annex E of New Zealand Standards *NZS6803:1999 Acoustics – Construction Noise*, design limits, complaints procedures and noise monitoring. With respect to noise monitoring, the Noise Management Plan shall record that the company will assess and record representative noise levels on a weekly basis during construction activities and provide a summary report to the Council on a three-monthly basis.

The Noise Management Plan shall be submitted to the Council at least 20 working days prior to the first exercise of this consent. The Noise Management Plan may be reviewed and amended from time to time, subject to the certification of the Council but not in a manner inconsistent with these conditions.

Advice Note

The Noise Management Plan may be prepared in conjunction with any Noise Management Plans prepared in accordance with the consent or permitted activity performance standards requirements applying to the consent holder’s other mines in the Waihi area.

Operational Noise

22. The noise level (L_{Aeq}) at any point outside the 55 dB and 50 dB control boundaries around the Martha Pit shown on Figure 14 of the Assessment of Noise Effects by Hegley Acoustics (May 2018) arising from mining and related activities shall not exceed the limits specified below:

		55dB Control Boundary	50dB Control Boundary
Monday – Friday	0700 - 2100	55 dB	50 dB
Saturday	0700 - 1200	55 dB	50 dB
All other times		40 dB	40 dB
Monday - Sunday	2100 - 0700	70 dB L_{AFmax}	70 dB L_{AFmax}

23. The noise level (L_{Aeq}) associated with the use of the cement aggregate fill plant, Favona portal and polishing pond stockpiles and the pit lake filling pipeline corridor shall not exceed the limits specified below:

Monday – Friday	0700 - 2100	55 dB
Saturday	0700 - 1200	55 dB
All other times		40 dB

24. Operational noise shall be measured in accordance with the provisions of New Zealand Standard *NZS6801:2008 Acoustics – Measurement of Environmental Sound* and assessed in accordance with the provisions of New Zealand Standard *NZS 6802:2008 Acoustics – Environmental Noise*.
25. All operational noise shall be measured at any occupied dwelling not owned by the consent holder or related company or not subject to an agreement with the consent holder or related company.
26. The operational noise limits shall not apply to any property or site that is:
- Owned by the consent holder or a related company; or
 - Owned by a third party which is subject to either a registered covenant or a written agreement (a copy of which is provided to the Council) whereby noise effects on the property caused by activities authorised under this consent are not to be taken into account for monitoring and compliance purposes).

27. The consent holder shall prepare a Noise Management Plan for certification by the Council. The objective of the Noise Management Plan is to provide detail on how compliance with Conditions 22 to 24 will be achieved for the duration the consent.

With respect to noise monitoring, the Noise Management Plan shall require that the company will assess and record representative noise levels at intervals not exceeding six months during mining and related activities and provide a summary report following the completion of each monitoring event.

The Noise Management Plan shall be submitted to the Council at least 20 working days prior to the first exercise of this consent. The Noise Management Plan may be reviewed and amended from time to time, subject to the certification of the Council but not in a manner inconsistent with these conditions.

Advice note

The Noise Management Plan may be prepared in conjunction with any Noise Management Plans prepared in accordance with the consent or permitted activity performance standards requirements applying to the consent holder’s other mines in the Waihi area.

BLASTING AND VIBRATION

Impulsive Vibration from Blasting

28. All blast events shall comply with the following standards as measured at the boundary of any residential, low density residential or town centre zoned site that is lawfully used for residential purposes, or the notional boundary of any occupied rural dwelling:

Parameter	Project		
	Martha Pit	Martha Underground Mine	Rex Orebody
Peak Amplitude	Peak particle velocity (PPV, vector sum) 5 mm/s at 95-percentile.	<u>Development / Production Blast Events</u> Peak particle velocity (PPV, vector sum) 5 mm/s at 95-percentile. <u>Blasts for Maintenance / Safety Purposes</u> Peak particle velocity (vector sum) 1 mm/s at 95-percentile.	
Number of Blast Events	N/A	<u>Development / Production Blast Events</u> 3 blasts events per day. <u>Blasts for Maintenance / Safety Purposes</u> N/A	
Permitted Blasting Times	Monday to Friday 1000 – 1500	<u>Development / Production Blast Events</u>	

	Saturday 1000 – 1200	Monday to Saturday 0700 - 2000 <u>Blasts for Maintenance/Safety Purposes</u> When required.
Overpressure	128 dBL	N/A
Blast Event Duration	N/A	No blast event shall have a duration of more than 18 seconds.

29. The standards in Condition 28 shall not apply to any property or site that is:
- a. Owned by the consent holder or a related company; or
 - b. Owned by a third party which is subject to either a registered covenant or a written agreement (a copy of which is provided to the Council) whereby vibration effects on the property caused by activities authorised under this consent are not to be taken into account for monitoring and compliance purposes).
30. In addition to Condition 28:
- a. Compliance with the 95-percentile limits shall be measured over a six-month rolling period;
 - b. Compliance with the 95-percentile limits shall be determined based on the highest recorded vibration for each blast event measured at any monitor;
 - c. For the initial 100 blast events of each type (e.g. blast events for the Martha Pit, underground development / production and underground blasts for maintenance / safety purposes), no more than one exceedance of the applicable PPV limit in every 20 consecutive blast events shall be deemed to be compliant with the 95-percentile limit;
 - d. Once 100 blast events of each type have been fired, compliance with the 95-percentile shall be separately assessed for each blast type as per Condition 30(b);
 - e. 'Blast Event Duration' is to be calculated as the time from the nominal firing time of the first charge to the nominal firing time of the last charge; and
 - f. 'Blast Event' is defined as 'An individual or number of linked individual blasts of not more than the total duration periods specified above.'

Advice note

1. *The 95-percentile shall be calculated for all blast events combined.*
2. *There shall be no more than three development / production blast events per day from within all of the underground mines operated by the consent holder combined.*

Minimisation and Mitigation of Blasting Impacts

31. In addition to complying with the requirements of Condition 28, the consent holder shall minimise, to the extent practicable, the impacts of blasting vibrations on the community. The measures to be applied in this regard shall be set out in the Vibration Management Plan

(Condition 42) and will include details of how the following requirements will be achieved where practicable:

- a. Restrict the duration of blast events to the minimum consistent with safe and efficient mining operations;
 - b. Fire blasts events at consistent times within the limits on permitted blasting times specified in Condition 28;
 - c. Implement timely blast notification procedures; and
 - d. Report blast event vibration results in a timely manner.
32. Where blasting is occurring as provided for by this consent, the consent holder shall also continue to implement the Amenity Effects Programme ("AEP") in respect of vibration as set out below, provided that owners and / or tenants who have entered into a separate arrangement with the consent holder and / or have otherwise agreed not to receive the AEP will not be eligible to receive AEP payments under this condition.
33. The consent holder shall use the recorded data from the vibration compliance monitoring network to estimate the vibration received at occupied residences from blasting associated with the Martha Pit and the Martha Underground Mine, and shall make payments to the occupiers of those residences in accordance with the table and criteria below:

Vibration Magnitude (mm/s)	Payment Per Blast Event (\$)
≥ 1.5	18.68
≥ 3.5	55.92
≥ 5	186.75
≥ 6	371.69

34. The stated payment rates are those existing at 1 January 2018. The rates will be adjusted for the start of each calendar year by the Consumer Price Index (CPI) published by Statistics New Zealand and made publicly available on the consent holder's website.
35. An occupied residence shall be eligible to receive AEP payments if it receives two or more blast events generating vibration of 1.5 mm/s or greater in any month.
36. The AEP does not apply to any unoccupied houses or undeveloped residential property.
37. Occupiers of eligible residences shall receive a minimum payment of \$250.
38. Payments to occupiers of eligible residences shall be calculated six-monthly, and payment made within two months or as soon as practicable thereafter.
39. Should AEP payments become taxable, the consent holder shall not be liable for any taxes associated with the payments. Nor shall the consent holder be liable for any future changes to national superannuation or other benefits as a result of an eligible occupier receiving the AEP payments in accordance with this consent.
40. Where blast events provided for under this consent occur simultaneously with blast events at other underground mines operated by the consent holder, the consent holder shall ensure that

such blast events comply with the maximum ground vibration level limits specified in Condition 28 of this consent.

Blasting and Vibration Monitoring

41. Blasting and vibration monitoring shall be managed as follows:
- a. The consent holder shall monitor impulsive vibration from all blast events associated with the mining activities provided for under this consent;
 - b. The monitoring system shall be automated to allow for the prompt analysis of each blast event;
 - c. Suitably trained personnel shall conduct any monitoring required under this consent, including the installation of roving monitors. Equipment used for monitoring, equipment calibration and vibration measurement procedures shall comply with the current Australian Standard *AS2187.2* (or equivalent international standards) and equipment manufacturers' recommendations;
 - d. Unless otherwise required or confirmed in writing by the Council, the fixed monitoring locations for the Martha Pit, Martha Underground Mine and Rex Orebody shall be those shown in Figure X;
 - e. The fixed monitoring locations shall not be on, or inside, a building or structure;
 - f. Pursuant to Condition 41(d), data received from a roving monitor may identify a new or additional permanent monitoring location;
 - g. A roving monitor shall be deployed to record vibrations in locations where complaints regarding vibration have been made in accordance with a procedure specified in the Vibration Management Plan required under Condition 42; and
 - h. A complete record of each blast event shall be maintained. The record shall include:
 - (i) Types of measurement instrument used;
 - (ii) Time and duration of blast event;
 - (iii) Locations of blasts;
 - (iv) Locations of monitoring positions;
 - (v) Distances from the blasts to the monitoring position and nearest residence;
 - (vi) Measured vibration levels;
 - (vii) Total amount of explosive used;
 - (viii) Delay sequence of the blast event;
 - (ix) Maximum instantaneous charge;
 - (x) Volume of rock blasted;

- (xi) Complaints (including the nature of effects, for example rattling window, was the complainant awoken) and whether the vibration mitigation action process has been undertaken (Condition 48); and
- (xii) Design criteria not covered in items (i) to (xi) above.

Advice note

While this condition relates only to the monitoring of blast vibration associated with the mining activities provided for under this consent, similar conditions apply to all of the consent holder's other mining operations and require the consent holder to monitor blast vibrations from all of its mining activities.

Vibration Management Plan

42. The consent holder shall prepare a Vibration Management Plan for certification by the Council. The objective of the Vibration Management Plan is to provide detail on how compliance with Conditions 28 to 52 will be achieved for the duration of this consent. The Vibration Management Plan shall be submitted to the Council at least 20 working days prior to the first blast event authorised by this consent.

The Vibration Management Plan may be reviewed and amended from time to time, subject to the certification of the Council but not in a manner inconsistent with these conditions.

43. The Vibration Management Plan shall specifically include the following:
- a. Measures to be adopted to meet the conditions of this consent to ensure that blast vibrations are minimised to the greatest extent practicable, including:
 - (i) Description of the blast design criteria and blast design review procedures. All blasts shall be designed to a 95-percentile level of confidence to achieve the ground vibration level limits specified in Condition 28 and the requirements of Condition 31(a);
 - (ii) The numbers, times (generally around shift changeovers), duration of blast events, and in general terms the coordination of blasts into one blast event and steps to minimise the duration of blast events;
 - (iii) Procedures to be adopted where vibration levels approach the maximum limits and mitigation actions to be implemented in the event of an exceedance of the ground vibration level limits stated in Condition 28;
 - (iv) The method and procedures to be adopted for managing flyrock and monitoring overpressure; and
 - (v) The methods and procedures to be adopted in deploying the roving monitor(s), data usage from the roving monitors, and identifying circumstances where vibration monitoring within structures shall be considered. Any monitoring undertaken in these circumstances is deemed not to be compliance monitoring.
 - b. The location of fixed monitoring locations to be established in accordance with Condition 41(d); and
 - c. Records to be kept, including blast design data.

Advice note

The Vibration Management Plan may be prepared in conjunction with the Vibration Management Plans prepared in accordance with the consent requirements applying to the consent holder's other mines in the Waihi area.

Property Damage

44. Before blasting associated with the Rex Orebody of the Martha Underground Mine commences, and provided the property owner consents, the consent holder shall complete a structural condition survey for at least 5 representative properties (excluding properties owned by the consent holder at that time) as agreed in writing by the Council. The representative properties are to be located in the vicinity of the vibration monitors required under Condition 41(d). In addition to these properties, structural condition surveys shall be carried out at 'control' properties removed from the influence of any potential vibration effects from mining, as approved by the Council.

The survey properties shall be identified in the Vibration Management Plan.

The surveys shall be carried out by an independent structural engineer suitably qualified and experienced in domestic building design and construction. The survey reports shall include a visual inspection and video of all existing built surfaces and defects including concrete accessways.

45. Upon receipt of a complaint of property damage an appropriately qualified staff member of the consent holder shall investigate and respond to the complaint within five business days or as soon thereafter as practicable unless the matter is considered urgent.

If the resident does not agree with advice from the consent holder's representative the consent holder shall engage an appropriately qualified independent third party to investigate and report to both the homeowner and consent holder. The consent holder shall request that report to be available in 30 days unless considered urgent by the independent third party in which case the report shall be made available as soon as practicable. If the resident does not agree with the advice and the consent holder does not engage a third party then the resident may contact the Council, and if the Council determines, after investigation, that a third-party investigation is warranted then the consent holder shall commission and meet the reasonable costs of that investigation.

If the advice of the independent third party or the consent holder's representative determines that the cause of the damage is attributable to the activities authorised by this consent then the consent holder will remedy the damage at its cost as soon as practicable in accordance with any recommendation by the third party and to the reasonable satisfaction of the resident.

If any dispute arises in accordance with this condition, then the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. An arbitrator shall be appointed by the President of the Institute of Professional Engineers in New Zealand. The arbitrator shall give their determination within 30 working day of their appointment, unless the consent holder and the property owner agree that time shall be extended. In all other respects, the provisions of the Arbitration Act 1996 shall apply. If the resident chooses not to participate in the binding arbitration then the consent holder's obligations under this condition are at an end.

Management and Reporting

46. Throughout the period of mining the Rex Orebody as authorised under this consent, the consent holder shall prepare a two-dimensional plan at the start of each calendar month showing the existing mining and the proposed areas of mining activities during that month. The plan shall be loaded onto a page of the consent holder's website. A downloadable pdf version of the plan shall be available from the website and hard copies shall also be available for collection from the Waihi Information Centre and the Hauraki District Council's Waihi Service Centre, and on request.

The consent holder shall use its best endeavours to restrict its blasting to the work areas defined on the plan recognising that operational constraints prevail and may lead to deviations from the plan during the course of the month.

47. No blasting operations shall be carried out without the written approval of the Mine Manager. Before blasting commences, the Mine Manager shall ensure that the operations will not cause danger, damage or undue discomfort to any person nor danger and damage to property.
48. In the event that blast monitoring shows that the vibration standards have been exceeded, the consent holder shall implement mitigation actions to ensure compliance. Possible mitigation actions include, but are not limited to:
- a. Limiting the rate of excavation advance;
 - b. Reducing the blast hole diameter;
 - c. Reducing the weight of explosive in the blast hole;
 - d. Using alternative explosive types;
 - e. Using electronic delays to adjust sequencing;
 - f. Decking;
 - g. Changing the blast pattern;
 - h. Drilling and blasting in two passes; and
 - i. Changing the method of mining.
49. The consent holder shall provide a report to Council for each blast event where the measured vibration exceeds the applicable peak amplitude specified in Condition 28. The report shall be submitted within five working days after the blast event and include the records listed in Condition 41(h) above and mitigation actions taken to limit subsequent blast vibrations to the maximum limits or less as generally outlined in Condition 48(c).
50. The consent holder shall record the vibration magnitude for blast events resulting from the mining activities authorised by this consent. The results of the most recent blast event will:
- a. Be posted on the consent holder's webpage as soon as practicable after the occurrence of that blast event; and
 - b. Remain provisional until they are verified.
51. The consent holder shall provide a summary report to Council at three-monthly intervals after the first exercise of this consent. The report shall include the following:

- a. Confirmation of actions taken during the previous reporting period;
 - b. All vibration related complaints received during the current reporting period and mitigation actions taken by the consent holder;
 - c. Results of vibration monitoring separately for development and production blasts; and
 - d. All roving monitor data results recorded during the quarter.
52. Monitoring records, reports and complaint schedules shall be stored securely and maintained in a systematic manner for 12 months after completion of all blasting at the underground mine. Records shall be available for perusal by Council and its representatives on request.

FENCING

53. The consent holder shall provide and maintain a secure fence around the Martha Pit and the Surface Facilities Area, and any other area required for public safety purposes.
54. On the completion of mining activities authorised by this consent, the consent holder shall provide a secure fence around the Martha Pit / pit lake and any other areas previously subjected to mining activities that require fencing for public safety purposes in accordance with the final Rehabilitation and Closure Plan (which will detail where fencing is required at the completion of mining activities).

LIGHTING

55. Any night lighting established in the Martha Pit shall be installed, designed and located and shaded in order that the level of lighting measured at the boundary of any site not owned by the consent holder or related company, or not subject to an agreement with the consent holder or related company, is no greater than 8.0 lux.

SCREEN PLANTING

56. The consent holder shall prepare and implement a maintenance programme for the removal of invasive exotic trees, plants and seedlings in areas surrounding the Martha Pit. The maintenance programme shall be documented in the Rehabilitation and Closure Plan required in accordance with Condition 24 of Schedule One.
57. Prior to the first exercise of this consent, the consent holder shall submit a landscape plan that is in general accordance with the landscape mitigation concept plan included with the Assessment of Environmental Effects (25 May 2018) for Project Martha to the Council for certification. The landscape plan shall detail the following:
- a. The trees and plants to be removed as part of the activities in, and around, the Martha Pit that are authorised as part of this consent;
 - b. The relocation of the pit rim walkway between Miners Place and Cambridge Road;
 - c. The measures to ensure all disturbed areas outside the operational mine are planted to soften changes in landform and complement adjoining areas of vegetation;
 - d. The measures to ensure the water intake and outlet tunnel structures minimise disturbance along the Ohinemuri River and Mangatoetoe Stream respectively, and

soften any necessary built elements with planting which appears integrated within adjoining riparian areas;

- e. Indicate the species, size and number of proposed plants within identified planting areas; and
- f. Outline maintenance and replacement requirements for the first three years following establishment to promote plant survival.

The landscape plan required in accordance with this condition may be part of the Rehabilitation and Closure Plan required in Condition 24 of Schedule One, and shall be implemented within the first available planting season following completion of the relevant works and maintained in accordance with the requirements of the plan.

CONSTRUCTION MANAGEMENT PLAN

- 58. Prior to commencing construction activities associated with the noise bund (including its reworking), pit rim walkway, and the re-alignment of Bulltown / Cambridge Roads, the consent holder shall prepare and submit a Construction Management Plan for certification by the Council.
- 59. The Construction Management Plan shall indicate:
 - a. Activities to be carried out, including their sequence and duration. A discussion on construction and removal methods considered shall be provided (including the establishment of laydown areas);
 - b. Plant and equipment proposed to be used;
 - c. Any activities likely to be undertaken on land beyond the ownership or control of the consent holder, the duration of such activities, and proposed measures to mitigate adverse effects that might be experienced by the general public and/or adjacent residents as a consequence of these activities;
 - d. Proposals with respect to the removal or demolition of existing houses lying within or adjacent to the proposed noise bund (construction proposals only); and
 - e. Proposed measures to mitigate potential adverse effects (in particular noise, dust and traffic generation) occurring as a consequence of construction and removal activities, in particular measures aimed at safeguarding adjacent residential amenity.
- 60. The Liaison Officer shall ensure that the programme of construction and reworking the noise bunds is provided to all residents in the immediate area surrounding the bund who, in their opinion, are likely to experience the effects of these activities and to the Council. This programme shall be provided at least five working days in advance of the construction or reworking of the noise bund being undertaken.
- 61. Non-acid forming material shall be used in the construction of the noise bund to ensure that no leaching occurs during, or after, construction of the noise bund.
- 62. The re-alignment of Bulltown / Cambridge Roads shall be undertaken and completed to the satisfaction of the Council in accordance with the Hauraki District Council Engineering Manual or other agreed standard.

63. The consent holder shall be responsible for the relocation, re-alignment and reinstatement of any utility services affected by the exercise of this consent in accordance with the Hauraki District Council Engineering Manual or other relevant standards, and shall submit plans for the relocation, re-alignment and reinstatement of these utility services to the Council for certification.

RIVER INTAKE AND LAKE OUTLET CONSTRUCTION

64. Prior to commencing construction of the water intake and lake outlet structures and infrastructure, the consent holder shall prepare a detailed construction / design report and management plan for certification by the Council.

Advice note

The consent holder will also need to comply with the conditions of Consents XXX and XXX from the Waikato Regional Council with respect to the construction of the river intake and lake outlet structures.

65. The construction / design report and management plan shall indicate the main construction activities to be undertaken, materials to be delivered to the construction area, materials to be removed from the construction area, duration and timing of earthworks and construction of structures, and proposals concerning the rehabilitation of areas disturbed during construction.
66. The Liaison Officer shall ensure that the programme of construction of the water intake and lake outlet structures is provided to all residents in the immediate area who, in their opinion, are likely to experience the effects of these activities and to the Council. This programme shall be provided at least five working days in advance of the construction work being undertaken.
67. The construction of the lake outlet structures shall be carried out and completed to the satisfaction of the District Engineer.

MINE CONSTRUCTION

68. The consent holder shall prepare a Pit Slope Management Plan. This plan shall be peer reviewed by the Peer Review Panel (required in accordance with Condition 13 of Schedule One) and submitted to Council for certification prior to exercise of this consent. The Pit Slope Management Plan shall address at least the following issues:
- a. Procedures for the investigation, monitoring, excavation and backfilling of old mine stopes where required;
 - b. Specifications for construction and placement of stope pillars where required;
 - c. Development of a monitoring regime focused on monitoring groundwater and pit slope behaviour;
 - d. Location and installation of horizontal drains for the purposes of addressing groundwater and surface water effects;
 - e. The identification of areas around the Martha Pit that may be subject to ground deformation and associated structures / facilities that may be at risk; and
 - f. Development of a contingency response appropriate to these facilities / structures in the event of instability - including restoring these facilities to their former condition, the

provision for interim structures / facilities or alternative structures / facilities in the event they are affected by the mining activities authorised by this consent.

SURFACE STABILITY

69. Underground mining within the Martha Underground Mine shall be conducted to ensure ground surface stability. This shall include adoption of the following measures:
- a. Mining methods shall be restricted to those that require stope voids created or enlarged as a result of this consent to be backfilled to provide an operating floor for further stoping to proceed;
 - b. No stoping in the Rex Orebody shall occur above a depth of at least 40m below the top of the andesite, unless investigations reported to the Council demonstrate to its satisfaction that a lesser depth will ensure surface stability;
 - c. Backfilling of any other underground workings that overlap with the Martha Underground Mine where geotechnical conditions require backfilling to ensure long-term stability;
 - d. Seismic monitoring and rock movement monitoring of underground mine workings for the duration of mining including backfilling and any other underground rehabilitation work; and
 - e. Grouting of all future surface-drilled holes to a depth below the top of the andesite.
70. Prior to the first exercise of this consent, the consent holder shall provide to the Council for certification a Void Management Plan.
- The objective of the Void Management Plan is to confirm the location and shape of old unfilled and filled mine voids, and to identify the risks and controls required to ensure ground surface stability. The plan will include, but will not be limited to, modelling, probe drilling, stand-off distances (where applicable), monitoring and operating procedures. The consent holder shall review and update the plan as necessary including whenever there is any change in the methods or procedures used for void detection monitoring or operating procedures and shall provide the updated plan to the council for certification.
71. The Void Management Plan shall include a procedure describing preventative and mitigation actions that would be implemented to ensure that the mining in the Rex Orebody does not drain the strata overlying the andesite via existing drill holes and structures. Preventative and mitigation actions may include:
- a. Avoiding intercepting the drill holes with mine workings;
 - b. Grouting drill holes from underground where underground development intercepts holes that are making water or geotechnical defects with significant and sustained water flows; and
 - c. Undertaking geotechnical investigations to demonstrate to the satisfaction of Council that draining of the drill hole(s) will not adversely affect surface stability.
72. The consent holder shall provide to the Council on an annual basis (within one month of an agreed anniversary date) a report:

- a. Describing the location, depth height and volume (m³) of stopes and a summary of the data required by Condition 73 regarding unfilled stope voids; and
 - b. Describing the lengths of the development that, due to the encountered geotechnical conditions or where multiple levels overlap, will require backfilling prior to mine closure; and
 - c. Describing the backfilling and compaction associated with each stope; and
 - d. Describing the ground conditions revealed by the mine excavations; and
 - e. Describing the monitoring and measures adopted to ensure surface stability, particularly as provided as provided for in Condition 69 and the outcomes of such measures; and
 - f. Describing the location and depth of exploratory drives; and
 - g. Confirming that the extent of the mining works is confined to the Martha Underground Mine.
73. The consent holder shall report to the Council on a monthly basis on the total stope volume and volume of filled stopes for that month for each mining method employed. The report shall be in a form acceptable to the Council and the data shall be for the situation as at the 20th day of the reporting month. The report shall be delivered on or before the end of the calendar month covered.

The consent holder shall report to the Council on a monthly basis detailing any anomalous results from the seismic monitoring and rock movement monitoring required by Condition 69. The report shall be delivered on, or before, the end of the calendar month covered.

HAZARDOUS SUBSTANCES MANAGEMENT

- 79 All hazardous substances are to be stored in approved and bunded containment in accordance with the relevant New Zealand Standards and Codes of Practice and the Hazardous Substances and New Organisms Act 1996 and Regulations. A Hazardous Substances Use and Management Plan setting out details of the substances used / stored, containment measures, risk management and emergency response approach shall be submitted to the Council for certification prior to the use of any hazardous substances depot(s) authorised as part of this consent.

SOCIAL IMPACTS MANAGEMENT PLAN

- 80 Prior to the first exercise of this consent, the consent holder shall engage a suitably qualified and independent social impact specialist, whose brief and appointment shall be approved by the Council, to prepare a Social Impact Management Plan ("SIMP"). The SIMP shall be submitted to the Council for certification within three months of the notice given under Condition 5 or as otherwise approved in writing by the Council.
- 81 The purpose of the SIMP shall be to provide an updateable framework to identify, assess, monitor, manage and re-assess the social effects (positive and negative) of the Martha Pit and Martha Underground Mine, in combination with the other mining projects undertaken by the consent holder in the area, on the community and to also provide an annual report on the outcomes of this work.

- 82 The SIMP will be based on best practice guidelines and procedures for social impact assessment and shall include a set of indicators covering the drivers and outcomes of potential social effects attributable to mining activities authorised as part of this consent in combination with the other mining projects undertaken by the consent holder in Waihi. This may include:
- a. Numbers employed in the mine operations – OGNZL and contractors (“workers”);
 - b. Location of mine workers (i.e. number of workers residing locally – Waihi / Waihi Ward / Waihi Beach) regionally and beyond;
 - c. Workers’ housing (rental vs owner occupied, new builds and existing houses);
 - d. Location and number of OGNZL owned houses in Waihi and breakdown between employee / contractor / renters and public renters;
 - e. Changes in housing market – house and rent prices and relationship to mine operations, including variations or trends in property sales and enquiries;
 - f. Relationship of mine operations to any impacts on local services (i.e. education, health, vulnerable member of the community);
 - g. Relationship of mine operations to any impacts on emergency services (i.e. fire, civil defence, ambulance);
 - h. Changes in participation of voluntary and recreational groups;
 - i. Changes in local business activity arising from mining activity;
 - j. Take up of the consent holder’s property purchases and top up policy;
 - k. Distribution and use of the Amenity Effects Programme; and
 - l. Complaints and associated information received by the consent holder and the response to those complaints.
- 83 The consent holder shall engage a social impact assessment specialist approved by the Council to prepare a report on an annual basis on the monitoring results, analysis of those results, and management of effects outlined in the SIMP. The report will also include any recommendation on changes to the agreed indicators. The report shall be provided to the Council and made publicly available.
- 84 In the event that the SIMP identifies a significant adverse trend in the indicators that are the result of the consent holder’s mining activities authorised by this consent, the consent holder shall undertake appropriate mitigation action and shall report to the Council on any appropriate mitigation actions it has taken in response to the trend. For the avoidance of doubt, the effect of cessation or suspension of mining activities authorised by this consent will not be considered when assessing adverse trends.
- 85 The SIMP shall be reviewed as required over the life of the mining activities authorised by this consent, but at a minimum of every five years from the first certification of the SIMP by the Council.

- 86 The consent holder shall consult with the Council and with key stakeholders identified in the SIMP in undertaking the review of the SIMP, and the reviewed SIMP shall be certified by the Council before it is implemented.

Advice note

The SIMP referred to in the above conditions can be an extension of that required under the Correnso consent conditions and if so, the requirements of Condition 80 are considered to have already been met.

PROPERTY PROGRAMME

- 87 At least three months prior to the placement of the first explosives for any blasts immediately beneath any part of the legal title to a residential property overlying stopes for any mining of the Rex Orebody provided for under this consent, the consent holder shall offer to:
- a. Purchase that property from the registered proprietor at market value. This offer shall be set by reference to the two independent valuations required by Condition 95; or
 - b. If the registered proprietor prefers, to provide an ex gratia payment equal to 5% of the property's market value to the registered proprietor.

Advice note

For the purpose of Conditions 87 to 101 "Residential Property" means a property that has a residential dwelling constructed on it.

- 88 Prior to the placement of the first explosives for any development blasts immediately beneath any part of the legal title to a residential property for any mining of the Rex Orebody provided for under this consent, the consent holder shall offer to provide an ex gratia payment equal to 5% of the property's market value to the registered proprietor of that title.
- 89 If the consent holder's offer under Conditions 87 or 88 is not accepted, but the registered proprietor wishes to negotiate, the consent holder shall offer to commit to a binding arbitration process in relation to the property purchase or ex gratia payment referred to above (whichever is applicable), provided that the basis for determining the ex gratia payment is not amenable to further negotiation.
- 90 The arbitration process, which can be initiated by either party by written notice to the other party, shall be in accordance with the provisions of the Arbitration Act 1996. If the parties cannot agree upon an arbitrator within a week of receiving the written notice, then an arbitrator shall be appointed by the President of the Property Institute of New Zealand. Such arbitrator shall give an award in writing within 30 days after his or her appointment, unless the consent holder and the registered proprietor agree that time shall be extended. The consent holder shall bear the reasonable costs of the arbitrator and the venue. In all other respects, the provisions of the Arbitration Act 1996 shall apply. If the registered proprietor does not wish to enter into that binding process, then the consent holder's obligations under Conditions 87 to 89 are at an end. For the avoidance of doubt, provided that the consent holder has made the offer in Conditions 87 or 88, there is nothing that prevents the consent holder from commencing mining activities beneath that residential property.

- 91 Only one offer under Conditions 87 or 88 need be made for any property in order for the conditions to be satisfied.
- 92 For the purpose of this consent, "market value" is the value determined by a registered valuer at the time of making the valuation, ignoring the announcement of, and the existence / operation of Project Martha but including sales data from outside Waihi if appropriate, and any other relevant information.
- 93 The market valuation required by Conditions 87 and 88 shall be undertaken by two independent registered valuers paid for by the consent holder, one of whom shall be selected by the consent holder and the registered proprietor shall be given the option of selecting another valuer.
- 94 A registered proprietor electing to sell their property under the terms of Condition 87(a) shall receive the following additional payments as part of the payment on settlement of the transaction:
- a. \$1,570 to assist with legal costs;
 - b. \$3,130 to assist with moving costs; and
 - c. \$15,660 as an inconvenience payment.
- The above payments apply from 1 January 2018. They shall be adjusted annually by the Consumer Price Index (CPI) published by Statistics New Zealand.
- 95 Upon receipt of a confirming letter from a registered proprietor's bank or other financial institution, the consent holder shall reimburse a registered proprietor electing to sell their property under the terms of Condition 87(a) for any penalty interest charged for breaking a fixed mortgage associated with that property. For the avoidance of doubt, the consent holder need not reimburse the registered proprietor where the mortgage is cancelled or transferred to a new property without a penalty being charged.
- 96 A registered proprietor electing to sell their property under the terms of Condition 87(a) can choose to remain in that property and pay rent at a reduced rate in lieu of receiving the AEP.
- 97 A recipient of an ex gratia payment made under Condition 87(b) has the right to require the consent holder to purchase the property at any time during the mining activities provided for under this consent under the same terms provided for in Condition 87(a), including receiving the payments specified in Condition 106, except that the ex gratia payment shall be deducted from the market value.
- 98 A recipient of an ex gratia payment made under Conditions 87(0) or 88 shall be eligible for the AEP pursuant to Condition 32.
- 99 The processes described in Conditions 87 and 88 shall be managed by an independent third party engaged and funded by the consent holder.
- 100 Conditions 88 to 99 do not apply if the consent holder and the landowner have entered into a separate agreement that constitutes an agreement for the purposes of these conditions.
- 101 At the commencement of this consent, and annually thereafter until all offers required under Conditions 87 and 88 have been made, the consent holder shall provide a report to Council on the offers made.

COMMUNITY MEETING

- 102 Following the first exercise of this consent (i.e. upon the consent holder giving notice under Condition 5), the consent holder shall hold a consultation meeting open to the public. The meeting shall be called quarterly during the first year of mining activities provided for under this consent, and six-monthly thereafter.

The meeting shall be chaired by an independent chairperson, whom will be paid for by the consent holder and approved by the Council. The purpose of the meeting shall be to:

- a. Present information from the preceding six months on the following:
 - i. A description of the mining activities provided for under this consent that have been undertaken;
 - ii. A summary of relevant environmental monitoring results; and
 - iii. Progress on any matters raised at the preceding meeting;
- b. Receive feedback from the meeting attendees on the consent holder's activities and progress on the matters listed above.

RECOGNITION OF TANGATA WHENUA VALUES

Cultural Awareness Programme

- 103 The consent holder shall ensure that a Cultural Awareness Programme is provided to all of the consent holder's staff and full-time contractors working at the Waihi operations as soon as practicable after commencement of this consent. The Cultural Awareness Programme shall be provided on a six-monthly basis thereafter for the duration of mining activities as part of this consent, so as to ensure that any new staff members or new full-time contractors that have commenced working in the Martha Pit or the Martha Underground Mine in the previous six-month period receive the benefit of the Cultural Awareness Programme.
- 104 The Cultural Awareness Programme shall be prepared and delivered by tangata whenua who have a particular interest in the Waihi area in conjunction with the consent holder. The consent holder shall be solely responsible for all reasonable costs associated with the preparation and delivery of the Cultural Awareness Programme. The consent holder shall keep a record of when the Cultural Awareness Programme has been delivered to its staff and full-time contractors, and which staff and full-time contractors have attended the Cultural Awareness Programme. This record shall be made available to the Council at the same time as the report required by Condition 106.

Cultural Balance Monitoring Plan

- 105 The consent holder shall, in consultation and collaboration with tangata whenua who have a particular interest in the Waihi area, engage an appropriately experienced consultant to prepare a Cultural Balance Monitoring Plan specific to the consent holder's operation in Waihi.

The purpose of the Cultural Balance Monitoring Plan is to develop recommendations and solutions that achieve the goals of the plan. The goal of the Cultural Balance Monitoring Plan is to achieve the restoration and or enhancement of the mauri of Pukewa and the surrounding

land forms. The Cultural Balance Monitoring Plan will seek to achieve the goals by providing a framework for a collaborative approach with the consent holder and tangata whenua on shared understandings, build and ensure effective collaborative relationships and build support for kaitiaki capacity. The Cultural Balance Monitoring Plan may include, for example, a description of the area that is subject of the plan, intended outcomes and a timeline for achieving those outcomes.

- 106 On each anniversary of the completion of the Cultural Balance Monitoring Plan, the consent holder shall prepare and provide an annual report detailing the activities undertaken during the preceding year and progress made against the objectives and outcomes of the plan. This report shall be provided to those tangata whenua with a particular interest in the Waihi area and shall also be provided to the Council.

Iwi Advisory Group

- 107 Upon the first exercise of this consent, and at six-monthly intervals thereafter, the consent holder shall invite representatives of those tangata whenua with a particular interest in the Waihi area, the Council and the Waikato Regional Council to attend a meeting. The costs associated with the venue for the meeting, and any associated catering costs, will be met by the consent holder. The purpose of the meeting is to provide a forum at which any of the attendees can raise any matters of concern to them, and the consent holder can update the attendees on its activities within the prior six months. In that regard, the consent holder shall present a summary of:
- a. The mining activities undertaken;
 - b. Progress with the implementation of the Cultural Awareness Programme and the Cultural Balance Monitoring Plan;
 - c. A summary of relevant environmental monitoring results; and
 - d. Progress on any matters raised at any preceding meeting that required follow up by the consent holder.

Annual Consultation Reports

- 108 The consent holder shall forward to the Council a report annually, covering the period to 1 June of each year, that details the discussions and outcomes of ongoing consultation with iwi that have an interest in the Waihi area in relation to the spiritual and cultural interests of the iwi. Each report shall be produced in conjunction with the iwi that have an interest in the Waihi area and forwarded to the Council within three months of the end of the period to which the particular report relates.

TRANSPORT

- 109 At least one month prior to the commencement of haulage of aggregate for backfilling the Martha Underground Mine, the consent holder shall engage a suitably qualified road maintenance engineer to record the condition of the existing road pavement of Baxter Road and submit this assessment to the Council. The inspection and recording of the road pavement condition shall be undertaken in consultation with the Council's Roading Asset Manager.

The road pavement condition rating shall be used as the baseline (including vehicle counts) for assessing the works required during the period in which mining activities authorised by this

consent are occurring, to return the road pavement to at least its standard / condition prior to the commencement of the aggregate / backfill haulage activity.

- 110 The consent holder shall in conjunction with a Council representative undertake an annual road pavement inspection of Baxter Road during the period that the road is used for the aggregate / backfill haulage activity.
- 111 The consent holder shall reimburse the Council for the cost of the road pavement maintenance (potholes / surface rutting etc) caused by the cartage of aggregate and backfill material along Baxter Road during the period in which mining activities authorised by this consent are occurring. The maintenance cost will be calculated on a pre-rate basis against the baseline heavy vehicle traffic volumes and taking into account any financial assistance received by Council for maintenance.

Advice note

The Council will invoice the consent holder for any maintenance costs annually in arrears commencing one year from the receipt of the pre-commencement road pavement condition survey by the Council.

- 112 At the completion of the aggregate / backfill haulage activity associated with this consent, the consent holder shall return Baxter Road to the agreed road pavement condition as identified in the road pavement condition survey carried out in accordance with Condition 109 of this consent at the consent holder's expense and to the satisfaction of the Council, where not otherwise reimbursed in accordance with Condition 111.
- 113 If the aggregate / backfill material required for the Martha Underground Mine is not sourced from the Waitawheta Quarry on McLean Road, the Council shall be advised at least one month prior to the commencement of the aggregate / backfill haulage activity of the location of the source of the material and the expected haulage routes.
- 114 Intersection upgrades of State Highway 2 and Baxter Road and / or Crean Road shall be completed by, and at the cost of, the consent holder prior to the first use of these intersections by trucks importing quarry rock to the site for the purpose of creating cemented aggregate fill (as approved under this land use consent). Prior to the commencement of the intersection upgrade, the consent holder shall submit to Council details of the design of the proposed upgrade, along with written confirmation from the New Zealand Transport Agency (as the road controlling authority for State Highway 2) that they accept the proposed design.

HERITAGE FEATURES

- 115 The consent holder shall maintain a photographic record of any potential pre-1900 workings encountered as part of the mining activities authorised by this consent, and should also seek to retrieve items from the historic workings that might be useful for displays and interpretation, subject to the safety of staff and the mining activities being undertaken.
- 116 Prior to mining into pre-1900 workings, the consent holder shall undertake laser scanning to identify the extent of the old workings in order to aid in understanding of early mining activities in Waihi.
- 117 The consent holder shall use its best endeavours to ensure that the dwelling removed from 12 Cambridge Road is relocated to a suitable site within the urban area of Waihi as close to its original location as practicable, having regard to site conditions, access, amenity values and heritage values.

- 118 With respect to discoveries of cultural significance to iwi that have a particular interest in the Waihi area, if practicable and after consultation with iwi, the discovery shall be left in situ and all reasonable efforts will be taken by the consent holder to protect that discovery.

If it is not practicable to leave the discovery in situ, then iwi that have a particular interest in the Waihi area shall be given a reasonable opportunity to arrange for the removal of the discovery, and the consent holder shall provide reasonable assistance to iwi that have a particular interest in the Waihi area to do so, if so requested by iwi that have a particular interest in the Waihi area.

REMOVAL OF TRAMP MATERIAL

- 119 The consent holder may remove up to a maximum of six truck loads (i.e. 12 truck movements) on any one day of tramp material from the Martha Pit to the existing recycling depot on Baxter Road, for either recycling or controlled burning or other authorised disposal.
- 120 The consent holder shall maintain screen planting at the existing recycling depot, together with a vehicle parking and manoeuvring area to an all-weather metalled standard.
- 121 Where necessary, due to weather conditions or otherwise, all vehicles carrying tramp material from the mine shall pass through a wheel wash at the mine before entering onto a public road.
- 122 The recycling depot shall not operate outside the hours of 0700 to 2000 on any day.
- 123 Only one sign may be erected on the recycling depot site and shall not exceed 1.5 m².
- 124 The consent holder shall retain a record of each truck load of tramp material carried and these records are to be made available for inspection by the Council upon request.
- 125 The recycling depot shall be bunded to divert all stormwater on the site into a containment pond. The bund and pond are to be constructed and maintained to the satisfaction of the Council's Manager of Planning and Environmental Services.

SCOUT HALL

- 126 The First Waihi Scout Group hall shall be relocated from the site indicated on Plan X to a site on the reserve at the eastern end of the pit lake. The location of the building, the vehicular access, carparking, earthworks, and landscaping shall be subject to Council approval following receipt of appropriate plans and reports.

ADMINISTRATIVE CHARGES

- 127 The consent holder shall pay to the Council all actual and reasonable charges arising from the monitoring of the conditions of this consent and any other administrative charges fixed in accordance with Section 36 of the Act, or any charge prescribed in accordance with regulations made under Section 260 of the Act.

REVIEW OF CONDITIONS

- 128 Pursuant to Section 128(1)(a)(i) and (iii) of the Act, the Council may, 12 months from the commencement of this consent and annually thereafter, or on receipt of any of the reports

required by this consent, review any or all of the conditions of this consent for the following purposes:

- a. To review the effectiveness of the conditions of this consent in avoiding, remedying or mitigating any adverse effects on the environment that may arise from the exercise of this consent, and if necessary to avoid, remedy or mitigate such effects by way of further or amended conditions. In deciding to undertake a review and where further or amended conditions are deemed necessary, the Council shall have regard to all of the information contained in the reports required under the conditions of this consent – including data obtained from fixed and roving vibration monitors;
- b. To address any adverse effects on the environment which have arisen as a result of the exercise of this consent that were not anticipated at the time of commencement of the consent; or
- c. To review the adequacy of, and necessity for, any of the monitoring programmes or management plans that are part of the conditions of this consent.

- 129 Pursuant to Section 128(1)(a)(i) and (iii) of the Act, the Council may review Conditions 40 to 45 in Schedule One of this consent following any change made to the Trust Deed referred to in Condition 40 of Schedule One.
- 130 Such a review shall only be commenced after consultation between the consent holder and the Council, and the consent holder shall pay the actual and reasonable costs of the review.
- 131 Notwithstanding Condition 130 above, where the Council elects to review Conditions 69 to 73 or Schedule One of this consent, such a review shall be undertaken after consultation with the Waikato Regional Council.

SCHEDULE ONE – COMMON CONDITIONS BETWEEN THE HAURAKI DISTRICT COUNCIL AND THE WAIKATO REGIONAL COUNCIL

ANNUAL WORK PROGRAMME

1. The consent holder shall within six months of the date of commencement of this consent, and on the anniversary of that date every year thereafter, or at any other date approved by the Council in writing, provide to the Hauraki District Council and the Waikato Regional Council (“the Councils”) an Annual Work Programme for the following year (for information purposes). The Annual Work Programme shall include:
 - a. Mining activities proposed for the following year;
 - b. A description of the proposed sequencing of works and the environmental procedures to be adopted during the works;
 - c. The proposed progressive rehabilitation and revegetation of active areas of the mine site.

Advice note

The Annual Programme may be prepared in conjunction with the Annual Work Programme prepared in accordance with the consent requirements applying to other mines in the Waihi area.

COMPANY LIASION OFFICER

2. At least 20 working days prior to the exercise of this consent, the consent holder shall appoint a person (the “Liaison Officer”) to liaise between the consent holder, the community and the Councils. The appointment of the Liaison Officer shall be subject to the approval of the Councils.

The Liaison Officer shall have sufficient delegated power to be able to deal immediately with complaints received and shall be required to investigate those complaints as soon as possible after receipt. The Liaison Officer shall be appointed for the duration of the mining activities associated with this consent.

The name of the Liaison Officer, together with their contact phone numbers and email address, shall be publicly notified on the consent holder’s website prior to the exercise of this consent and shall remain on the website for the duration of mining activities authorised by this consent.

COMPLAINTS PROCEDURE

3. The consent holder shall maintain and keep a complaints register for any complaints received from any member of the community. As a minimum, the register shall record, where this information is available, the following:
 - a. The date, time, and details of the incident that has resulted in a complaint;
 - b. The location of the complainant when the incident was detected;
 - c. The possible cause of the incident;



- d. Any corrective action taken by the consent holder in response to the complaint, including timing of that corrective action; and
 - e. Communication with the complainant in response to the complaint.
4. The complaints register shall be made available to the Councils on request and relevant aspects shall be reported to the Councils in the three-monthly noise and vibration monitoring summary reports (refer to Conditions 27 and 51 of the consent issued by the Hauraki District Council).

PEER REVIEW PANEL

5. The consent holder shall engage, at its cost, a Peer Review Panel ("the Panel"). The members of this Panel shall be fully independent of the planning, design and construction of the Martha Pit, Martha Underground Mine and all its associated facilities.
6. The primary function of the Panel is to ensure that the conditions relating to the design, construction, operation and rehabilitation associated with the key components of the Martha Pit (with particular focus on pit slope stability issues) are met, that the Martha Pit is stable and that such work is undertaken by appropriately qualified personnel in accordance with best practice.
7. The Panel shall comprise technical specialist(s) who between them have demonstrated expertise in the following fields:
 - a. Geotechnical engineering, with recognised experience in open pit construction and rock mechanics;
 - b. Hydrogeology, with recognised open pit mining experience; and
 - c. Rehabilitation and closure.
8. The members of the Panel, and their defined field(s) of expertise, shall be approved by the Councils prior to appointment to the Panel.
9. Each member of the Panel may act as peer reviewer only in their area of expertise, but the full Panel shall review all plans relating to the planning, design and construction of the Martha Pit and all its associated facilities.
10. The Panel may co-opt other specialist members to assist in any of its functions for specified periods subject to the approval of the Councils.
11. The consent holder shall provide the Panel with all records, plans, designs etc that the Panel requests, and shall afford the Panel full access to the site at all reasonable times.
12. The Panel, or individual members of the Panel, may be the same panel as that which undertakes peer review as required by any other authorisations at this site (including authorisations issued prior to the Act).
13. To carry out its primary function, the Panel shall report in writing to the Councils on all matters which are submitted to it for review, other than draft proposals submitted to it by the consent holder and which are superseded, and at least at the following times:
 - a. Prior to the commencement of any mining activities authorised by this consent;

- b. At all critical project stages;
- c. On completion of mining;
- d. On completion of lake filling;
- e. On completion of closure;

and at least on the following matters:

- f. The Pit Slope Management Plan and any subsequent updates as are appropriate;
- g. Progress against the Annual Work Programme;
- h. Site development including hydrogeological issues and geotechnical issues;
- i. Performance against the requirements of the Pit Slope Management Plan;
- j. Pit slope stability monitoring, and
- k. Rehabilitation and closure plans.

DEWATERING AND SETTLEMENT MONITORING PLAN

- 14 The objectives of the groundwater and settlement management system shall be to ensure that dewatering operations do not give rise to surface instability and differential settlement beyond that authorised by this consent.
- 15 Two months prior to dewatering below 700 m RL (mine datum), the consent holder shall prepare, and submit to the Councils for its certification, a Dewatering and Settlement Monitoring Plan. The purpose of the Dewatering and Settlement Monitoring Plan is to monitor and assess the effects of the activities on land settlement and the groundwater hydraulic regime, and also to detail the contingency measures that will be actioned should groundwater or surface settlement triggers be exceeded.
- 16 The Plan shall, as a minimum, provide an overall description of the groundwater and settlement monitoring system and the measures to be adopted, including contingency measures, to meet the objectives of the groundwater and settlement management system set out in Condition 14 of this schedule. The monitoring regime shall be designed to assess the effects of:
 - a. Dewatering on the regional groundwater system; and
 - b. Dewatering on settlement.
- 17 Monitoring locations are to provide appropriate resolution of groundwater levels and surface tilt relative to the scale of surface infrastructure, particularly in the areas above and adjacent to the mining activities provided for in this consent. Final details are to be agreed with the Councils. The Dewatering and Settlement Monitoring Plan shall also provide settlement trigger limits that will initiate the implementation of contingency mitigation and / or monitoring measures and shall detail any linkages with the operation of the Martha Pit.
- 18 The exercise of this consent shall be in accordance with the Dewatering and Settlement Monitoring Plan as certified by the Councils. The Dewatering and Settlement Monitoring Plan

shall be reviewed and updated as necessary by the consent holder. Any updated Dewatering and Settlement Monitoring Plan shall be promptly forwarded to the Councils for certification, and following this process, the updated plan shall be implemented in place of the previous version.

- 19 In the event that a tilt greater 1 in 1,000 occurs between any two network monitoring locations installed in accordance with the Dewatering and Settlement Monitoring Plan required pursuant to Condition 15 of this schedule, or there is a significant variance from the predicted settlement rates, the consent holder shall notify the Councils in writing within 20 working days of receiving the results of the monitoring. The consent holder shall then:
- a. Explain the cause of the non-conformance;
 - b. Propose appropriate settlement contingency measures to the Councils and the timing of implementation thereof by the consent holder;
 - c. Implement settlement contingency measures as appropriate within the agreed time limit;
 - d. Advise the Councils on the steps the consent holder proposes to take in order to prevent any further occurrence of the situation.
- 20 The consent holder shall as a matter of urgency, advise the Councils of any significant anomalies identified by the regular reading of groundwater levels in the piezometer network. Such advice is to include an explanation of the anomalous results and actions proposed to address any issues identified. This report is to be provided to the Councils within 10 working days of the anomalous results being identified.
- A "significant anomaly" is defined as 15 m or more offset occurring in the piezometer recordings over a one-month period.
- 21 In the event of any conflict or inconsistency between the conditions of this consent and the provisions of the Dewatering and Settlement Monitoring Plan, then the conditions of this consent shall prevail.

Advice note

The monitoring undertaken in terms of the Dewatering and Settlement Monitoring Plan may need to be continued for a period beyond the term of this consent depending on recharge of the groundwater following cessation of underground mining activities and filling of the Martha Pit.

DEWATERING AND SETTLEMENT MONITORING REPORT

- 22 The consent holder shall provide to the Councils an annual Dewatering and Settlement Monitoring Report. The report shall, as a minimum, provide the following information:
- a. The volume of groundwater abstracted;
 - b. The data from monitoring undertaken during the previous year, including groundwater contour plans (derived from the data) in respect of the piezometer network;
 - c. An interpretation and analysis of the monitoring data, in particular any change in the groundwater profile over the previous year, predictions of the future impacts that may arise as a result of any trends that have been identified including review of the predicted

post closure effects based on actual monitoring data, and what contingency actions, if any, the consent holder proposes to take in response to those predictions, this analysis shall be undertaken by a party appropriately experienced and qualified to assess the information;

- d. Any contingency actions that may have been taken during the year; and
- e. Comment on compliance with Conditions 14 to 21 of this schedule including any reasons for non-compliance or difficulties in achieving conformance with the conditions of consent.
- f. The report shall be forwarded in a form acceptable to Councils.

REHABILITATION AND CLOSURE PLAN

- 23 The consent holder shall rehabilitate all areas that have been subject to mining activities as authorised as part of this consent.
- 24 The consent holder shall prepare a Rehabilitation and Closure Plan covering all areas that may be affected by the mining activities authorised as part of this consent. The plan shall be submitted to Councils for certification prior to the commencement of mining activities authorised by this consent.
- 25 The Rehabilitation and Closure Plan shall be in two parts:
 - a. Part A shall describe the programme rehabilitation (including re-vegetation and backfilling) that is proposed for the site(s) for the following twelve months, should closure not be proposed during that period; and shall report on any such works undertaken during the previous year;
 - b. Part B shall:
 - i. Describe the proposed method of rehabilitation and closure should closure occur within the following 12 months;
 - ii. Include an assessment of any residual risk that the site(s) would pose to the environment and the neighbouring community should closure occur within the following 12 months;
 - iii. Include a programme for monitoring of the sites(s) following closure, and list all maintenance works likely to be necessary at the closed site(s) for the foreseeable future.
- 26 In considering the Rehabilitation and Closure Plan, the Councils shall take into account:
 - a. The degree of compliance with the concepts described in the Annual Work Programme;
 - b. Their usefulness and practicability in terms of the Waihi community; and
 - c. On-going maintenance issues.

PUBLICLY AVAILABLE MANAGEMENT PLANS / MONITORING REPORTS

27. All management plans, monitoring reports and other compliance monitoring reporting required by this consent shall be available to the public by posting on the consent holder's website as follows:
- a. The plans and reports shall be posted only when certified by the Councils (where required by the conditions of this consent) or received by the Councils (e.g. monitoring reports); and
 - b. Only the current versions of the plans and reports are to be displayed on the consent holder's website.

Advice note

For clarification, the bond requirements set out in the conditions below are joint between the Hauraki District Council and the Waikato Regional Council.

The conditions relating to the bonds and trust form an integrated whole and are not severable.

REHABILITATION BOND

28. Prior to the exercise of this consent, the consent holder shall provide and maintain in favour of the Councils a rehabilitation bond to:
- (a) Secure compliance with all the conditions of this consent and to enable any adverse effects on the environment resulting from the consent holder's activities and not authorised by a resource consent to be avoided, remedied or mitigated;
 - (b) Secure the completion of rehabilitation and closure in accordance with the approved Rehabilitation and Closure Plan;
 - (c) Ensure the performance of any monitoring obligations of the consent holder under this consent;
 - (d) Enable the Councils to undertake monitoring and management of the site until completion of closure of the site; and
 - (e) Enable the Councils, in the event of the bond being called upon, to purchase public liability insurance to the sum of \$5 million (1998 dollars).
29. The rehabilitation bond shall be in a form approved by the Councils and shall, subject to these conditions, be on the terms and conditions required by the Councils.
30. The rehabilitation bond shall provide that the consent holder remains liable under the Resource Management Act 1991 ("Act") for any breach of the conditions of consent which occurs prior to the completion of closure.
31. Section 109(1) of the Act shall apply to the rehabilitation bond and the rehabilitation bond shall be registered under the Land Transfer Act 1952 by the consent holder at its expense against the certificates of title of the properties comprising [XXX] owned by the consent holder or its subsidiaries, and as identified on Plan [reference and date to be confirmed].
31. Unless the rehabilitation bond is a cash bond, the performance of all of the conditions of the bond shall be guaranteed by a guarantor acceptable to the Councils. The guarantor shall bind itself to pay for the carrying out and completion of any condition in the event of any default

of the consent holder, or any occurrence of any adverse environmental effect requiring remedy.

32. The amount of the rehabilitation bond shall be fixed annually by the Councils who shall take into account any calculations and other matters submitted in the Rehabilitation and Closure Plan, or otherwise, by the consent holder which are relevant to the determination of the amount. The amount of the rehabilitation bond shall be advised in writing to the consent holder at least one month prior to the review date.

Advice note

A fixed date of 31 May in any given year offers a useful 'target' for the Councils and the Company to aim for.

33. The amount of the rehabilitation bond to achieve the purposes set out in Condition 28 of this schedule above shall include:
 - a. The estimated costs (including any contingencies necessary) of rehabilitation and closure in accordance with the conditions of this consent, on completion of the mining operations proposed for the next year and described in the Rehabilitation and Closure Plan;
 - b. Any further sum which the Councils consider necessary to allow for remedying any adverse effect on the environment that may arise from the exercise of this consent;
 - c. The estimated costs of monitoring, in accordance with the monitoring conditions of this consent, until this consent expires; and
 - d. Any further sum which the Councils consider necessary for monitoring any adverse effect on the environment that may arise from the exercise of this consent including monitoring anything which is done to avoid, remedy, or mitigate an adverse effect.
34. Should the consent holder not agree with the amount of the rehabilitation bond fixed by the Councils then the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be commenced by written notice by the consent holder to each of the Councils advising that the amount of the rehabilitation bond is disputed, such notice to be given by the consent holder within two weeks of receipt of notification of the amount of the rehabilitation bond. If the parties cannot agree upon an arbitrator within a week of receiving the notice from the consent holder, then an arbitrator shall be appointed by the President of the Institute of Professional Engineers of New Zealand. Such arbitrator shall give an award in writing within 30 days after his or her appointment, unless the consent holder and the Councils agree that time shall be extended. The parties shall bear their own costs in connection with the arbitration. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration and subject to Condition 9 below, the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration determination.
35. If, for any reason other than default of the Councils, the decision of the arbitrator is not made available by the 30th day referred to above, then the amount of the bond shall be the sum fixed by the Councils, until such time as the arbitrator does make his/her decision. At that stage the new amount shall apply. The consent holder shall not exercise this consent if the variation of the existing bond or new bond is not provided in accordance with this condition.
36. The rehabilitation bond may be varied, cancelled, or renewed at any time by agreement between the consent holder and the Councils provided that cancellation will not be agreed to

unless a further or new rehabilitation bond acceptable to the Councils is available to replace immediately that which is to be cancelled (subject however to the condition below as to release of the rehabilitation bond on the completion of closure of the site - as that phrase is elsewhere defined - to the Councils' satisfaction).

37. The Councils shall release the rehabilitation bond on the completion of closure of the site.

Advice note

"Completion of closure of the site" means when the elements of the entire project have been demonstrated by the consent holder to the satisfaction of the Councils to have reached a stable, self-sustaining, rehabilitated state as defined by the approved Rehabilitation and Closure Plan.

38. All costs relating to the rehabilitation bond shall be paid by the consent holder.
39. This consent shall not become operative unless and until the consent holder provides the rehabilitation bond to the Councils.

TRUST

40. The Trust established for the Martha Mine Extended Project shall also be responsible for the post closure Martha pit including the activities authorised under this consent. The Trust purposes and powers shall be:
- a. To take legal title after completion of the closure of the site to the land on which Storage 2 and Storage 1A are located (as shown in Appendix X). The Trust shall have no power of sale of the land;
 - b. To take legal title after completion of the closure of the site to the park to be formed at Junction Road (as shown in Appendix X);
 - c. To take legal title after completion of the closure of the site to the land upon which the Water Treatment Plant is located (as shown in Appendix X);
 - d. To monitor and maintain these facilities in perpetuity and to be responsible for such monitoring and maintenance as to ensure that Storage 2 and Storage 1A and the park (and proposed pit lake if acceptable to LINZ) remain in a stable, self- sustaining, rehabilitated state;
 - e. To maintain and monitor the proposed pit lake (subject to agreement with LINZ);
 - f. To obtain any resource consents that may be required after completion of the closure of the site and the expiration or surrender of this consent;
 - g. Without limiting the above, to take out insurance cover against unexpected risks;
 - h. To reimburse the Councils for any costs incurred by them in monitoring or maintaining Storage 2 and Storage 1A, the park, and proposed pit lake;
 - i. To invest any funds held to generate the necessary income to pay for the above purposes.

These purposes and powers shall be recorded in a Trust Deed approved by the Councils.

The Trust Deed shall provide:

- j. That the Councils shall have the power to appoint two trustees each to the Trust;
 - k. For the appointment by the Councils, after consultation with Ngati Tamatera, of one additional trustee representing Ngati Tamatera; and
 - l. For the appointment by Te Runanga a Iwi o Ngati Tamatera Incorporated of one advisory trustee representing Ngati Tamatera.
41. The consent holder shall be responsible for all costs associated with the establishment of the Trust. The solicitor appointed to act for the Trust shall be independent of the solicitors acting for the consent holder and shall be approved of by the Councils.
42. The consent holder shall execute an irrevocable deed of transfer in favour of the Trust of the land upon which Storage 2 and 1A are sited and shall provide the executed transfer together with the certificates of title (as soon as they are issued) to be held in escrow subject to condition 18 by the solicitor acting for the Trust.
43. The consent holder shall execute an irrevocable deed of transfer in favour of the Trust of the land upon which the park at Junction Road is to be and shall provide the executed transfer together with the certificates of title (as soon as they are issued) to be held in escrow subject to Condition 19 by the solicitor acting for the Trust.
44. The consent holder shall execute an irrevocable deed of transfer in favour of the Trust of the land upon which the Water Treatment Plant is sited and shall provide the executed transfer together with the certificates of title (as soon as they are issued) to be held in escrow subject to Condition 25 of this schedule by the solicitor acting for the Trust.
45. The Trust Deed shall provide that upon the completion of closure of the site, the transfers of land will be completed by the trustees registering the transfers on the relevant certificates of title, and the trustees shall undertake their responsibilities with respect to the park, proposed pit lake and tailings storage facilities. The Water Treatment Plant shall be in good working condition at the time the transfer of it to the Trust is completed.

CAPITALISATION BOND

46. Prior to the exercise of this consent, the consent holder shall provide and maintain in favour of the Councils a capitalisation bond to secure the settlement on the Trust of the required capital sum to fund the Trust to carry out its obligations.
47. The capitalisation bond shall be in a form approved by the Councils and, subject to these conditions, shall be on the terms and conditions required by the Councils.
48. Unless the capitalisation bond is a cash bond, the performance of all of the conditions of the capitalisation bond shall be guaranteed by a guarantor acceptable to the Councils.
49. The amount of the capitalisation bond shall be fixed annually by the Councils and shall cover:
- a. The estimated costs of dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. This sum may include (without limitation) provision to deal with structural instability or failure, land and/or water contamination, and failure of rehabilitation. Such estimated costs shall include the costs of investigation, prevention, and remediation of any adverse effect;

- b. The estimated costs of monitoring for and of any adverse effect and of measures taken to avoid, remedy, or mitigate any adverse effect;
- c. Provision for contingencies;
- d. The estimated costs of long-term monitoring and maintenance of the area to be owned or managed by the Trust, following completion of closure of the site; and
- e. Provision for the reasonable remuneration of the trustees having regard to their duties and responsibilities as trustees

and be based on the residual risk assessment dated 20 July 1998 prepared by the consent holder and provided to the Councils. Such residual risk assessment shall be updated annually.

The amount of the reviewed bond shall be advised in writing to the consent holder at least one month prior to the annual review date.

The amount of the bond shall be reduced by the capital amounts settled on the Trust from time to time by the consent holder.

- 50. Should the consent holder not agree with the amount of the capitalisation bond fixed by the Councils then the matter shall be referred to arbitration in accordance with the procedures set out in Conditions 34 and 35 above. Subject to Condition 35, that sum shall be adjusted in accordance with the arbitration determination. The consent holder shall not exercise this consent if the variation of the existing capitalisation bond or new capitalisation bond is not provided in accordance with this condition.
- 51. The capitalisation bond may be varied, cancelled, or renewed at any time by agreement between the consent holder and the Councils.
- 52. The capitalisation bond shall expire upon the settlement on the Trust by the consent holder of the required capital sum.
- 53. All costs relating to the capitalisation bond shall be paid by the consent holder.