

Submitter: Michael Moskal

I am submitting on the proposed consent conditions contained in the land use application by Oceana Gold New Zealand Limited. Aspects of the proposed consent conditions are not adequate, or are worded too loosely to provide necessary assurances and proper mitigation measures to the adversely affected parties.

Condition 30.

No provision has been made as has been detailed in the Correnso consent:

“In the event that a property is sold and is not subject to an agreement between the consent holder (or related company) and the purchaser or related company, or in the event that there is no longer an agreement between the consent holder and the landowner, the measurement of vibration shall revert to being on or close to the boundary of that residentially or low-density residentially owned site or the notional boundary of the occupied rural dwelling.”

Action sought: A provision along these lines needs to be included to ensure clarity, should this type of situation arise.

Condition 34c.

Since condition 34 deals with aspects around minimizing and mitigating the impact of blasting, a more structured time frame would be beneficial for the blast windows. c) directs the defined daily underground blast windows to be fired at ***“shift changes and meal breaks”***. Most affected residents don't work for Oceana Gold, so are not necessarily aware of when they change shifts or take their meals. Also, it leaves it open to be arbitrary, and the whole idea behind the company trying to normalize their activities, is to ensure the events are occurring at specified and regular times.

Action sought: Specified times in the consent for the blast windows.

Condition 34d,e and 52a.

We are 5 years into Correnso, where the same consent condition exists, and we are still getting issues around the notifications and the reporting. Each community meeting there were reports on how well things were going, or how eventually a system was scrapped. Currently we are still seeing some extended delays in the reporting of blasts on the website for many different reasons. We have also been told at these meetings that notifications were not always going out because the person firing the shots, was required to manually press the button for notification and sometimes forgot.

From CEPA-SUPA Community Meeting, March 2018:

“Russell said: The way the number comes up on the web page is from the button that the guys push at the portal, before they blast. When they push that button it automatically sends a message to the computer, to the website, to the database and that populates the website. So at that time, even if there isn’t a vibration that occurs, or no significant vibration, there is still a documented blast. It is still a human process. We did try initially to have the button in the same place, or the same button, as the one they push when they fire. But when you’re in charge of explosives you don’t like having other electronics anywhere near you. You like to have things totally devoid so you’re just dealing with a pure blast. We have this process where you push one button then you push the second button (about 1m apart), it relies on human concentration, it’s not perfect.”

And later:

“Tim said: Erich, so we can capture this as an issue, and get an answer from Russell, your problem is that the music is a warning that there’s going to be a blast, and sometimes it plays and there’s no blast, and sometimes it doesn’t play?

Erich said: Yes.

Russell said: I’ve recently become aware of that and I’m trying to find out what’s going on with that. Today I was actually at the portal. The system up there that does that transmission is a pager, when the guys hit the button it plays a tune. The power supply for that had conked out so I’ve replaced that. I’m not sure whether

the guys are trying to figure out whether the system is working or not, they're hitting the button and nothing's coming through at their end. But alternatively there may be something wrong with the electronics as well. So I apologise for that.

Maxine Gilchrist said: How come he hears it at 5.48 in the morning – we've got the thing and we don't hear it?

Russell said: Does it work correctly for you?

Maxine said: As far as I know it does, we hear it when there are blasts and we're not far from where he is.

Russell said: I also need to investigate this, the way the system works is there's a (radio) transmitter at the portal, it sends a message to a couple of repeaters that send a radio signal across town, and that's what everybody picks up. What I need to try and figure out (and I'm not an electronics or radio whiz) is whether there can be interference. It's just a radio signal, whether there's a short circuit somewhere in the system. I'm not sure, I apologise for that and I'm trying to find out what's going on."

Action sought: The reporting and notification processes need to either be automated, or required to be done within a specified time. They are consent conditions, not arbitrary activities.

Property Programme

During the Correnso Consent, there arose issues around the wording in the property programme – specifically the use of "Market Value". Provisos were included to ensure that "Market Value" was considered under some specific conditions, also included here as condition 89. The problem with this, is that Real Estate Valuers have very specific rules with respect to how they determine "Market Value" and this caused some issues with lower than intended valuations during the period of property devaluation expected at the beginning of the consent period. Since the current Telfer Young report expects the same type of situation to occur, this needs to be addressed.

Action sought: All references to "Market Value" be replaced with "Compensatory Value" to allow the valuers to more easily and accurately assess values in accordance with the intent of the conditions.

Condition 88.

The wording here was always confusing and not clear enough to represent what was actually intended when it was included. It has been cut and pasted into subsequent property conditions, but can be fixed here.

“Only one offer under conditions 84 or 85 need be made for any property in order for the conditions to be satisfied.”

The intent was, if a property was deemed to have a drive going under it, only the owner at the time would be made an offer. If that property were subsequently sold, there was no requirement for the company to make the same offer to the subsequent owner. Similarly in the case of the commencement of stoping under a property.

Action sought: Word this consent condition in a manner that expresses this more clearly.

After condition 98.

Correnso Consent condition 61 deals with affected residents living in proximity to the underground mining. It acknowledges that proximity to mining activities are considered to potentially have adverse effects. The Telfer Young report indicates the expectation of similar impacts on property values from the commencement of the exercise of this consent, to those experienced with Correnso.

Action sought: A provision similar to condition 61 that addresses the concerns of those residents, living in proximity to the mining activities the opportunity to qualify for the purchase arrangement, should they prove to be adversely affected.

Condition 99.

Should a “Condition 61” be included, then obviously condition 99 would need to be amended to include reporting on its progress during the community meetings.