

**LAND USE CONSENT AND CONDITIONS
FOR THE EXTENDED MARTHA MINE PROJECT
OCEANA GOLD (NEW ZEALAND) LTD
(NO. 97/98 - 105)**

**50 109 59
18 October 1999**

As amended via RMA s.127 on 22 June 2018 and 19 September 2019
[consent conditions updated 11 October 2019]

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MARTHA MINE EXTENDED PROJECT

LAND USE CONSENT AND CONDITIONS

(No. 97/98 - 105)

1.0 EXTENDED PROJECT

The full suite of consents required to permit the Martha Mine Extended Project are:

- Mining Licence 32-2388;
- Water and discharge permits granted by Waikato Regional Council;
- Land use consents granted by Waikato Regional Council; and
- This land use consent No. 97/98 - 105 granted by Hauraki District Council.

2.0 LAND USE ACTIVITIES

- 2.1 Activities authorised by this consent relate to land use activities that are to take place outside the area of land subject to the Mining Licence.
- 2.2 For ease of understanding, the activities authorised by this consent are described not only by the type of activity, but also by reference to areas. Plan 1 attached to this consent shows Areas A to F, H, I and K which relate to the Extended Project as a whole. This consent relates to Areas B to F, H, I and K only, and within Areas B to F, H, I and K, only to the land that is outside the area subject to the Mining Licence.
- 2.3 Activities permitted under this consent may include, but not be limited to, the following activities. Activities not listed may only be carried out if they are directly related to, and form part of, the Martha Mine Extended Project:
- (i) Removal of up to 12 hectares of vegetation (wooded and grassed areas) together with other tramp material on a progressive basis from around the perimeter of the licensed pit in Area B;
 - (ii) Disposal of the vegetation and other tramp material by way of chipping and composting within Area B or taking off site by truck, as appropriate;
 - (iii) Earthworks for the purposes of mining operations from time to time within 39 hectares around the licensed pit in Area B (including 9 hectares approximately for construction of surface facilities);
 - (iv) Stockpiling of ore, waste rock, topsoil and tramp material in Area B;
 - (v) Construction of noise bund near Grey Street up to 10m in height with a 2 metre high close boarded wooden fence (ie RL 127 m as measured at the top of the fence) and approximately 750m in length within 20 metres of a stream predominantly in Area B.

(Note: This noise bund is to be constructed predominantly within Area B, with a

small Section in Area A);

- (vi) Construction of part of a noise bund of up to 5m in height (ie RL 132 m as measured at the top of the noise bund) and approximately 80m in length at the western end of the extended pit partly in Area B

(Note: This noise bund is to be constructed mainly within Area A and partly within Area B);

- (vii) Establishment of surface facilities including the crusher, offices, workshops, sample preparation areas, the extension of the conveyor and stockpiles in Area B;
 - (viii) Making secure Grand Junction Shafts 1 and 2 (Area B);
 - (ix) Storage and use of hazardous substances (eg explosives, diesel and gases) in association with mining and mining operations in Area B;
 - (x) Carrying out of mining operations in Areas B and D;
 - (xi) Establishment and use of laydown areas associated with the upgrade of the conveyor and pipeline on land adjacent to the conveyor corridor (Area C);
 - (xiv) Rehabilitation of the extended pit together with surrounding areas within Area B by way of the creation of a lake and associated recreational facilities and landscaping;
 - (xv) Removal of the noise bund and surface facilities from Area B;
 - (xvi) Carrying out of the required earthworks over an area of approximately 39 hectares to contour the land post-mining to provide access to the proposed lake and to create the recreational facilities and landscaping referred to above (Area B);
 - (xvii) The construction and use of an outlet structure approximately 2m in height x 1.5m in width, 135m in length through the western wall of the pit together with an enclosed structure (eg a pipe) through to the point near the Mangatoetoe Stream where an open channel is required by Waikato Regional Council consent 971293 to discharge the lake overflow into the Mangatoetoe Stream (Areas H and I);
 - (xviii) Establishment, use, and rehabilitation of an area of approximately 5000m² for ancillary activities associated with the construction of the outlet structure, together with the removal of surplus soil and vegetation off-site as appropriate (Area H);
 - (xix) Making secure Grand Junction Shaft B (Area H);
 - (xx) Removal of vegetation of up to 40 hectares in Area D;
 - (xxi) Disposal of vegetation removed in Areas B & D by way of burning, chipping or composting within Area D or taking off-site as appropriate;
 - (xxii) Earthworks of up to 40 hectares for the purposes of mining operations and post mining rehabilitation in Area D;
 - (xxiii) Stockpiling of waste rock and surplus soil in Area D;
 - (xxiv) Construction and use of haul and service roads in Area D;
 - (xxvi) Use of a building, access route, and associated parking area for the purposes of the First Waihi Scout Group (Area K);
 - (xxvii) Construction and use of pipelines within the pipeline corridor approximately 1 kilometre in length, 10 metres in width and 1 metre below ground in Area F;
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- (xxviii) Construction and use of structures on land adjacent to Ohinemuri River in connection with the discharge of treated waste water at or about NZMS 260 T13 634 188 (Area E2);
- (xxix) Construction and use of water intake structures on land adjacent to the intake point at or about NZMS 260 T13 634 189 (Area E3);
- (xxx) Miscellaneous drainage works in Areas B, C, D, F, H, and K.

3.0 DECISION

Pursuant to the provisions of sections 104 & 105 of the Resource Management Act 1991, Council grant a Land Use Consent No. 97/98 - 105 to Waihi Mines Limited, Welcome Gold Mines Limited, Auag Resources Limited and Martha Mining Limited (referred to in this consent as Waihi Gold Company) for all activities relating to the Extended Project being the construction and use of the extended pit and surface facilities, together with the rehabilitation of the extended pit and surrounding areas; construction and use of the lake outlet and associated activities; storage and use of hazardous substances; use and rehabilitation of ancillary facilities at the Waste Disposal Area; construction and use of the pipeline corridor and pipelines and associated structures for the discharge of treated wastewater to and the taking of water from the Ohinemuri River; and the use of the relocated First Waihi Scout Group Hall.

Advice Note: The Council agreed to change the name of the consent holder to Oceana Gold (New Zealand) Ltd (the Company) on 30 September 2016.

3.1 GENERAL CONDITIONS

- a) All activities to which this consent relate shall be undertaken generally in accordance with the information contained in the Assessment of Environmental Effects - Text and Figures (July 1997) and supporting technical documents submitted by Waihi Gold Company to the Hauraki District Council ("the Council") in support of its application for the consents required for the Extended Project and as subsequently confirmed or modified in further information supplied to the Council in response to Section 92 requests and evidence called by the consent holder at the consent hearing held in Waihi between 20 November 1997 and 17 February 1998, and as amended by the conditions below.
- b) This consent shall be specific to the Waihi Gold Company (as defined in Section 3.0), unless the agreement of Council is obtained to alter the name of the consent holder.
- c) This consent is for a period of 20 years from the date of commencement of the consent.
- d) Mining shall generally be within the boundaries of the 2018 Pit Perimeter attached as Appendix B. Mining beyond the pit walls shall be limited to removal of existing filling and local selective excavation, where necessary. Except where part of planned rehabilitation approved under Condition 3.23 of this consent, any removal of existing filling and selective excavation shall be reinstated with engineered backfill. Mining of the solid rock beyond the pit walls shall only be undertaken as part of remedial measures necessary to alleviate stability or safety concerns.

All such works are to be carried out in compliance with the provisions of Condition 3.19 - Pit Construction, of this consent.

3.2 ANNUAL WORK PROGRAMME

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, prepare and submit to the Council for information purposes an Annual Work Programme for the following year's work. The contents of the Annual Work Programme shall be as set out in Schedule 1, Condition 6 attaching to the resource consents granted by Waikato Regional Council for the Extended Project (attached hereto as Appendix A).

3.3 CONSTRUCTION ACTIVITIES

Construction activities are deemed to comprise the following:

Initial Construction Activities

- removal of vegetation from around the extended pit, removal of topsoil, the initial cut-back, batter and first bench at any point around the pit;
- relocation of pit surface facilities from inside the Mining Licence;
- creation of noise bund at Grey Street and to the west of the extended pit;
- upgrade of conveyor system including use of laydown areas;
- site clearance and topsoil stockpiling;
- construction of pipeline from the Water Treatment Plant to the Ohinemuri River.

Other Construction Activities

- reworking of noise bunds at Grey Street and to the west of the pit at the end of their life;
- removal of all plant and equipment during the closure/rehabilitation phase and recontouring of the land;
- construction of water abstraction facilities in Ohinemuri River;
- construction of lake outlet tunnel, enclosed structure and open channel;

3.4 LIAISON OFFICERS

Company Liaison Officer

- a) The consent holder shall appoint a person ("the Company Liaison Officer"), subject to the approval of the Hauraki District Council and the Waikato Regional Council to liaise between the consent holder, the community, the Hauraki District Council and the Waikato Regional Council as set out in this consent. The Company 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.
 - b) The name of the Company Liaison Officer together with the contact phone numbers
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for that person shall be publicly notified in local newspapers by the consent holder prior to the exercising of this consent (at least one month prior, but not more than two months prior to the commencement of construction activities) and at least once a year thereafter.

- c) The Company Liaison Officer shall be appointed prior to the exercising of this consent and this position shall be filled at all times during the construction activities as defined in Condition 3.3.

Council Liaison Officer

- d) The consent holder shall provide all the reasonable costs associated with the appointment and support of a Council Liaison Officer, to be employed by and be responsible jointly to the Hauraki District Council and Waikato Regional Council during the construction activities as defined in Condition 3.3.

(Note: The following is for information purposes only and does not form part of the condition.

The Council Liaison Officer may either be a new appointment or may be an existing employee. Whether or not the appointee is an existing employee, the Council Liaison Officer's role shall be independent and objective and designed to promote effective gathering of information of effects upon the community from the mining activity; and, in the light of such information, to promote effective liaison with the Company Liaison Officer so that the effects identified may be remedied or mitigated.

The functions and responsibilities of the Council Liaison Officer shall be as follows:

- i) *liaise between the Company Liaison Officer, members of the community, the Waihi Liaison Forum (or its equivalent), Hauraki District Council and Waikato Regional Council;*
 - ii) *report to the Hauraki District Council and Waikato Regional Council on an "as events happen" basis, and weekly on complaints received, actions undertaken by the consent holder and the complainant in respect to complaints, and on any other relevant actions and activities occurring during the week;*
 - iii) *ensure that the Company Liaison Officer is providing information to residents in the area around the mine and tailings facilities of the activities that are programmed to be undertaken in the coming week (especially land clearance, construction and blasting), activities that were carried out in the previous week and any other material that will inform the residents of what is programmed to happen in the coming weeks;*
 - iv) *facilitate the appointment of a mediator, venue, time etc agreeable to both parties, to undertake the mediation of disputes or concerns between the consent holder and members of the community. Except in those situations where both parties are in agreement, the Council Liaison Officer's function is not to act as a mediator. The role of mediation is a specialist one that needs to be undertaken by persons experienced and trained in this area).*
 - e) The Company Liaison Officer shall, during construction activities, report weekly to the Council Liaison Officer on all complaints received in the prior week and the action taken to investigate those complaints. In addition, the Company Liaison Officer shall investigate and report on any other matters as directed by the Council Liaison Officer concerning or arising out of construction activities. (See periods of construction activities as defined in condition 3.3)
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- f) The Company Liaison Officer shall give residents who are likely to be affected and the Council Liaison Officer reasonable (minimum one week's) prior notice of construction activities, indicating likely timing and duration.
- g) Following completion of initial construction activities, and prior to the commencement of other construction activities (ie during operations stage), the Company Liaison Officer shall report six monthly to the Hauraki District Council and the Waikato Regional Council on the following:
 - (i) All complaints received during the previous six month period, action taken by the consent holder and the resolutions, if any;
 - (ii) Other matters of concern raised by the community;
 - (iii) Any mediation entered into by the consent holder and others with respect to operational matters and the outcome (unless the parties have agreed to keep such confidential).

3.5 COMPLAINTS PROCEDURE AND MEDIATION

(Note: The following is for information purposes only and does not form part of the condition:

- i) *Complainants will be expected to contact the Company Liaison Officer in the first instance (refer to Condition 3.4 a)).*
- ii) *During the construction activities, if the complainant is dissatisfied with the response by the Company Liaison Officer, they shall contact the Council Liaison Officer with details of the complaint and the Company Liaison Officer's response. Outside the construction activities, complainants shall contact the Manager Planning and Environmental Services or any other Officer of Council.)*

The consent holder shall comply with the following complaints procedure and mediation process:

- a) The Company Liaison Officer shall meet with the complainant and the Council Liaison Officer, to discuss the complaint and ways in which the issue can be resolved.
- b) If the parties cannot agree on a resolution, the matter shall be put to mediation.

(Note: The following is for information purposes only and does not form part of the condition:

- i. *Refer to Condition 3.4 d), Note iv)*
- ii. *Unless the parties agree, the outcome of the mediation shall not be binding.)*

3.7 HOURS OF WORK

- (a) *Construction Activities (refer to definition in Condition 3.3)*

Monday - Friday	0700 - 2000
Saturday	0730 – 1800

- (b) *Mining Operations and Conveying (other than maintenance work)*

Permissible operating hours within the open pit, adjacent service facilities and

conveyor corridor shall be restricted to:

Monday - Friday 0700 - 2100
Saturday 0700 - 1200

(c) *Operations within Area D (other than maintenance work)*

Permissible operating hours within Area D for waste disposal and stockpiling of topsoil shall be restricted to:

Monday - Friday 0700 - 2100
Saturday 0700 - 1200

- (d) The above hours of work to apply provided that operations in (b) and (c) above are only permitted between 1900 and 2100 hours Monday - Friday if the operations are of an urgent nature and necessary for the effective carrying out of mining operations and they comply with the noise level criteria as specified in Condition 3.8(b). Details of all such operations are to be recorded and available to the Council upon request.
- (e) The above hours of work do not apply with respect to the use of water trucks for the purpose of controlling dust, as long as this activity complies with the noise level criteria of Condition 3.8.

3.8 NOISE

(a) Construction (refer to the definition in Condition 3.3)

With the exception of Waihi Central School where the construction noise limit shall be 55 dB L_{Aeq} at any point at or within the boundary of the school during school hours, all construction activities provided for by this consent shall not exceed the following limits:

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

At all other times, including Sundays and Public Holidays, the noise level (L_{10}) shall not exceed 40 dB L_{Aeq} .

All noise shall be measured within or close to the boundary of any residentially zoned site or the notional boundary of any occupied rural dwelling site not owned by the consent holder or related Company or not subject to an agreement with the consent holder or related Company.

In the event that a property is sold and ceases to be subject to an agreement between the consent holder (or related Company) and the purchaser, or in the event that there is no longer an agreement between the consent holder (or related Company) and the landowner, the location for the measurement of noise shall revert to being on or close to the boundary of that residentially zoned site or the notional boundary of the occupied rural site.

Construction noise shall be managed, measured and assessed in accordance with New Zealand Standard NZS6803:1999 Acoustics – Construction Noise.

(b) Operations

i) Activities Within Area B

The noise level (L_{Aeq}) at any point outside the 55 dB and 50 dB control boundaries shown in Plan 2 (copy attached in Appendix E) arising from mining and related activities when measured within or close to the boundary of any residentially zoned site or the notional boundary of any occupied dwelling in the Rural Zone not owned by the Company or not subject to an agreement with the Company or related Company shall not exceed the limits specified below:

		55 dB Control Boundary	50 dB Control Boundary
Monday – Friday	0700-2100	55 dB	50 dB
Saturday	0700-1200	55 dB	50 dB
All other times		40 dB	40 dB

In the event that a property is sold and ceases to be subject to an agreement between the consent holder (or related Company) and the purchaser, or in the event that there is no longer an agreement between the consent holder (or related Company) and the landowner, the location for the measurement of noise shall revert to being within or close to the boundary of that residentially zoned site or the notional boundary of the occupied rural site.

ii) Activities Within Areas C & D

The noise level (L_{Aeq}) measured within or close to the boundary of any Residential or Low Density Residential zoned site, or the notional boundary of any occupied rural dwelling site within the Rural zone not owned by the Company or not subject to an agreement with the Company or related Company shall not exceed the following limits:

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

In the event that a property is sold and ceases to be subject to an agreement between the consent holder (or related Company) and the purchaser, or in the event that there is no longer an agreement between the consent holder (or related Company) and the landowner, the location for the measurement of noise shall revert to being within or close to the boundary of that residentially zoned site or the notional boundary of the occupied rural site.

iii) Activities Within Areas E, F, H, I, & K

The provisions of Rule 8.3.1.3 of the Operative Hauraki District Plan 2014 shall apply.

In considering the action to be taken as a result of any breach of the noise limits, Council shall have regard to the following factors:

- 1) The total time duration for which the noise exceeded the limit
- 2) The time of the day at which the breach occurred
- 3) Whether the breach occurred as a result of factors beyond the control of the consent holder or contractor
- 4) The amount by which the noise limit was exceeded

- 5) The likelihood that the breach will recur
- 6) The actions taken to prevent recurrence of the breach
- 7) Action taken to mitigate the noise and whether the best practicable option for the circumstances was adopted

For the purposes of 4) above, a breach of the noise limit by 5dB or less shall be considered marginal. The Council will seek an explanation of the reasons for a marginal breach, and will seek that action be taken to avoid a recurrence if practical. The Council will not take enforcement action in respect of a marginal breach to achieve compliance where this would impose unreasonable restrictions on mine operations, such breach being one that will not impose anything more than minor adverse effects upon the residential areas in the vicinity of the mine. The Council may pursue enforcement action if the breach persists unduly in the circumstances or if the best practicable option is not being adopted.

- (e) 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 NZS 6802:2008 Acoustics – Environmental Noise.

3.9 MONITORING AND REPORTING ON NOISE LEVELS

- (a) The consent holder shall at weekly intervals during construction activities (as defined in Condition 3.3) and at intervals not exceeding six (6) months during operational activities, assess and record representative noise levels generated by mining operations.
- (b) Representative noise levels during construction and operation activities shall be measured and assessed in accordance with the methods specified in Condition 3.8.
- (c) The consent holder shall, unless otherwise directed to do so by the Council following consultation with the consent holder, provide a summary report to the Council at the end of each February, May, August and November on the representative noise levels.
- (d) The consent holder shall prepare a Noise Management Plan. This Management Plan shall be submitted to and approved by Hauraki District Council. The objective of this plan is to detail the methods to be used to comply with condition 3.8.

3.10 BLASTING AND VIBRATION

- (a) All blasting procedures shall be carried out so as to ensure the safety of persons in the mine and/or in the immediate vicinity of the mine site. The consent holder shall notify WorkSafe New Zealand of the blasting procedures to be employed and of any changes thereto and the blasting procedures shall be approved by WorkSafe New Zealand. The blasting procedures shall address the following specific items: regular blasting times, warning and all clear signals, control of fly rock, vibration and air blast monitoring and such other matters as WorkSafe New Zealand may direct.
- (b) No blasting operations shall be carried out without the written approval of the Mine Manager, who shall first satisfy himself that the blasting operations will not cause either danger, damage or undue discomfort to any person or danger to property.
- (c) A blasting programme shall be publicly notified in newspapers circulating in the area prior to any blasting taking place and at regular intervals not exceeding six (6) months thereafter.

Changes to the blasting programme shall be notified in newspapers circulating in the

area at least three (3) days prior to implementation.

The Company Liaison Officer shall also ensure that the blasting programme and changes to the blasting programme are provided to all residents in the immediate area surrounding the mine who in the opinion of the Company Liaison Officer (after consultation with the Council Liaison Officer) are likely to experience the effects of blasting and vibration. The same respective notification time periods shall apply.

- (d) Blasting shall be restricted to within the following hours:

Monday - Friday	1000-1500
Saturday	1000-1200

- (e) Details of all blasts shall be recorded as set out in condition 3.11(a).
- (f) The peak overall sound pressure level due to air blasts shall not exceed 128 dB linear (unweighted), measured at any affected residence excluding those properties owned by the consent holder or related Company, or subject to an agreement with the consent holder or related Company.
- (g) Vibration levels measured in the ground closest to any affected residence excluding those properties owned by the consent holder or related Company or subject to an agreement with the consent holder or related Company shall be 95% compliant with a maximum level for ground vibration of 5mm/s and shall not exceed a Vmax of 10mm/s (both expressed as vector sum of velocity components). The 95% compliance limit is defined as the level not to be exceeded for 95% of blasts over the preceding twelve month period.

In the event that a property is sold and ceases to be subject to an agreement between the consent holder (or related Company) and the purchaser, or in the event that there is no longer an agreement between the consent holder (or related Company) and the landowner, the location for the measurement of vibration shall revert to being in the ground closest to the affected residence.

In the Annual Work Programme required by condition 3.2, the consent holder shall provide a list of properties owned by it or a related Company or which are subject to an agreement between it or a related Company, and the property owner regarding vibration and/or noise.

- (i) Except where specifically provided in Condition 3.10(f) all blasting operations and measurements in relation to operations shall be carried out in accordance with AS2187.2:2006 Use of Explosives.

3.11 MONITORING AND REPORTING ON BLASTING AND VIBRATION

- (a) The consent holder shall monitor every blast event over 1 mm/sec in terms of blast location, charge weight per delay, number of holes, initiation timing and measured vibration. Where equipment malfunctions or is not available for recording (eg during maintenance), this shall be noted and included in the monitoring report presented to Council. Where blasting is to be undertaken in the vicinity of the overpressure sensor, the consent holder shall also monitor the overpressure level. The location of the fixed vibration and overpressure sensors shall be undertaken in consultation with Council, and changes to the location of these sensors and monitor shall be agreed with Council prior to their relocation. The consent holder shall deploy a roving monitor to record blast vibrations in the location where complaints regarding vibration have been made. The results of the monitoring shall be provided to Council.
- (b) The consent holder shall, unless otherwise directed to do so by the Council following
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consultation with the consent holder, provide a summary report to the Council at the end of each February, May, August and November on the blasting undertaken, and the vibration and overpressure levels recorded, as well as any complaints received.

- (c) Monitoring in the ground at the base of the Cornish Pumphouse shall be undertaken when blasting is carried out within a 250 metre radius of the structure. The peak component vibration levels shall not exceed 25 mm/s at frequencies in the range 20 to 30 Hz within the 250 metre radius. A report addressing changes to the building's structural integrity (with particular emphasis on changes that are likely to be caused by blast-induced vibrations within 250 metres) shall be supplied to Council on the anniversary of the date of commencement of this consent. The report shall be prepared by a registered engineer experienced in such work.
- (d) The consent holder shall prepare a Vibration Management Plan for written approval by the Council. The objective of this plan is to detail the methods to be used to comply with conditions 3.10 and 3.11 (a) to (c). The Vibration Management Plan may be reviewed and amended from time to time, subject to the approval of the Council but not in a manner inconsistent with these conditions.

3.12 FENCING

- (a) The consent holder shall provide and maintain a secure fence around the extended pit and Surface Facilities Area, and any other area required for public safety purposes.
- (b) On completion of mining operations the consent holder shall, after consulting with the Council and any relevant statutory body charged with public safety management, provide a secure fence around the extended pit / mine lake and any other areas previously subjected to mining operations that require, for public safety purposes, such fencing.

3.13 LIGHTING

Any night lighting established in Areas B-F, H, I and K shall be installed, designed, located and shaded in order that the level of lighting measured at the boundary of any site not owned by the consent holder is no greater than 8.0 lux.

3.14 SCREEN PLANTING

The consent holder shall prepare and implement a maintenance programme for the removal of invasive exotic trees, plants and seedlings in areas surrounding the open pit. The maintenance programme shall be documented in the Rehabilitation and Closure Plan referred to in condition 3.23.

The removal of screening vegetation surrounding the open pit shall be approved by the Council prior to being undertaken.

3.15 CONSTRUCTION LAYDOWN AREAS

Prior to developing and using construction laydown areas, including laydown areas for the conveyor upgrade and the lake outlet tunnel construction, the consent holder shall provide for the Council's approval a written description and layout plan relating to each laydown area. The information will include an indication of main construction activities to be undertaken, materials to be delivered, duration and timing of construction activities, and proposals with

respect to the rehabilitation of disturbed areas. Following Council's approval, this information shall be passed on to adjoining residents and the Council Liaison Officer by the Company Liaison Officer.

3.17 CONSTRUCTION AND REWORKING OF NOISE BUNDS

- (a) The consent holder shall, prior to commencing construction and reworking activities associated with the proposed noise bunds, prepare and submit detailed proposals to the Council for approval.
- (b) Proposals shall indicate:
 - Activities to be carried out, including their sequence and duration. A discussion on construction and removal methods considered shall be provided.
 - Plant and equipment proposed to be used.
 - 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.
 - Proposals with respect to the removal or demolition of existing houses lying within or adjacent to the proposed noise bund (construction proposals only).
 - Proposed measures to mitigate potential adverse effects (in particular noise, dust, traffic generation and visual impact) occurring as a consequence of construction and removal activities, in particular measures aimed at safeguarding adjacent residential amenity.
- (d) The Company Liaison Officer shall also 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 Liaison Officer. This programme shall be provided at least 5 days in advance of the work being undertaken.
- (e) The construction of the part of the noise bund over Junction Road cannot be undertaken until such time as the stopping of Junction Road has been completed.
- (f) A 2 metre high close boarded wooden fence shall be constructed along the Grey Street frontage to visually screen the site and to provide noise attenuation, prior to any clearance of vegetation or other activities is undertaken. Once the noise bund is completed, the 2 metre high closed boarded wooden fence can be removed to be used on the top of the noise bund. (Refer also to Condition 3.14 for screen planting requirements, particularly Condition 3.14 (b)).
- (g) 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.

3.18 LAKE OUTLET TUNNEL CONSTRUCTION

- (a) The consent holder shall, prior to commencing construction of the lake outlet tunnel, the enclosed structure and channel to the Mangatoetoe Stream as indicated in Plan 3, prepare a detailed construction and design report, such report to be submitted to the Council for approval prior to implementation.

- (b) The construction and design report 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 tunnel, enclosed structure and open channel construction, and proposals concerning the rehabilitation of areas disturbed during construction.
- (c) Following Council approval of the construction and design report this information shall be passed on to adjoining residents and the Council Liaison Officer by the Company Liaison Officer.
- (d) Vibration levels resulting from the construction of the tunnel measured in the ground closest to any affected residence excluding those properties owned by the consent holder or related Company or subject to an agreement with the consent holder shall not exceed the vibration levels specified in Condition 3.10(g).

In the event that a property is sold and ceases to be subject to an agreement between the licence holder (or related Company) and the purchaser, or in the event that there is no longer an agreement between the licence holder (or related Company) and the landowner, the location for the measurement of vibration shall revert to being in the ground closest to the affected residence.

- (e) The construction of the tunnel and the enclosed structure shall be carried out and completed to the satisfaction of the Group Manager Engineering Services.

3.19 PIT CONSTRUCTION

- (a) 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 open pit at the Martha mine and all its associated facilities.
- (b) The primary function of the Panel is to ensure that the conditions relating to design, construction, operation, and rehabilitation associated with the key components of the open pit mining and associated development works of the extended project (with particular focus on pit slope stability issues) are met, that the open pit is stable and that such work is undertaken by appropriately qualified personnel in accordance with best practice.
- (c) The Panel shall comprise technical specialist(s) who between them have demonstrated expertise in the following fields:
 - geotechnical engineering, with recognised experience in open pit construction and rock mechanics experience
 - hydrogeology, with recognised open pit mining experience
 - rehabilitation, with experience in open pit revegetation, rehabilitation and closure

(Note: There may be any number of individuals on the Panel, so long as the necessary areas of expertise are covered)
- (d) The members of the Panel and their defined field(s) of expertise, shall be approved by the Hauraki District Council prior to appointment to the Panel.
- (e) 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 open pit construction.
- (f) The Panel may co-opt other specialist members to assist in any of its functions for specified periods subject to the approval of the Hauraki District Council.

- (g) 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.
- (h) The Panel or individual members of the Panel may be the same panel as that which undertakes peer review as required by any other consent (including authorisations issued prior to the Resource Management Act 1991) at this site.
- (i) To carry out its primary function, the Panel shall report in writing to the Hauraki District Council 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:
 - Prior to commencing the extension related mining activities associated with the open pit
 - At all critical stages during development of the open pit (eg slope formation near the Cornish Pumphouse, major remedial works [eg coal seam at 1800 east], initial work on forming the pit perimeter)
 - On completion of open pit mining
 - On completion of lake filling
 - On rehabilitation of Areas A and B

and at least on the following matters:

- The Pit Slope Management Manual and any subsequent updates as are appropriate
 - Progress against the Annual Work Programme
 - Site development including hydrogeological issues and geotechnical issues
 - performance against the requirements of the Pit Slope Management Manual
 - pit slope stability monitoring, and
 - rehabilitation and closure plans.
- (j) The consent holder shall develop a Pit Slope Management Manual. This manual shall be peer reviewed by the Peer Review Panel and submitted to Council for approval prior to exercise of this consent. The Pit Slope Management Manual shall address at least the following issues:
 - procedures for the investigation, monitoring, excavation and backfilling of old mine stopes where required
 - specifications for construction and placement of stope pillars where required
 - development of a monitoring regime focused on monitoring groundwater and pit slope behaviour
 - procedures for the investigation and remedial measures of old coal seams, and monitoring of the same
 - location and installation of horizontal drains for the purposes of addressing groundwater and surface water effects
 - monitoring of Pumphouse stability
 - instability contingency response
 - (k) By 1 December 2017 the consent holder shall prepare a plan of the buffer zone associated with the open pit addressing the bullet points below and to the satisfaction of Council.

This plan may be updated at any time including where requested by Council and is to be approved in writing by Council.

The consent holder shall consult with land owners and/or occupiers within the buffer zone associated with the extended open pit. In each case the consent holder shall:

- identify the facilities potentially at risk;
- develop a contingency response appropriate to these facilities in the event of stability;
- at its own cost, in the event these facilities are adversely affected as a result of pit mining operations, restore these facilities to their former condition and provide for interim provision of an equivalent facility until such time as this is achieved or provide alternative equivalent facilities. These arrangements shall be to the satisfaction of Council.

3.20 PIPELINE CORRIDOR

- The consent holder shall, prior to commencing construction of the pipelines within the corridor indicated on Plan 4, prepare and submit to the Council, details of the proposed construction activities.
- These details should include:
 - pipeline engineering specifications (capacity, dimension, type);
 - proposed laydown areas;
 - duration of construction, plant and equipment to be used;
 - proposed measures to protect the adjacent environment from adverse effects;
 - rehabilitation of disturbed areas, including the pipeline route itself.

3.21 MINE SHAFTS, POWERHOUSE AND GRAND JUNCTION BATTERY STRONGROOM

- The consent holder shall carry out such engineering works as are necessary to either seal or make secure Grand Junction Shafts 1 and 2, powerhouse remains (including the foundations) and Grand Junction Battery Strongroom to the east of the extended pit and Grand Junction Shaft B between Moresby Avenue and the Mangatoetoe Stream to ensure public safety in the vicinity of the shafts.
- The consent holder shall, on completion of securing the features in (a), provide a report to the Council, including plans showing the location of the features and a description of works carried out. In addition, the consent holder shall provide plans describing how those features could be recovered and integrated into adjacent rehabilitated areas at the end of active mining.

3.21A KAURI TREE

The consent holder shall take all reasonable and practical steps to protect the kauri tree adjacent to Martha Street as shown on Plan 4a.

3.22 HISTORICAL FEATURES

- The consent holder shall, prior to exercising this consent, commission an archaeological / heritage survey of residual historical mining features in the area indicated on Plan 5 attached to this consent. The survey shall be carried out by an appropriately qualified specialist. The survey shall identify on cadastral and aerial photographic bases all features of historical interest, and shall be accompanied by a written description of the features, including placing them in a historical context. The results of this investigation will be presented in report form, the report being made available to the Council and the Waihi Museum.

- (c) Should any features of archaeological, historical, or cultural significance be discovered during the construction phase or the operational phase of the extended project, work in the relevant area will be discontinued and the Council, Heritage New Zealand Pouhere Taonga, and Ngati Tamatera, as appropriate, are to be notified by the consent holder within 24 hours.

With respect to archaeological discoveries, work in the direct area will not recommence until consent is obtained from Heritage New Zealand Pouhere Taonga and/or the Council, if such consent is required.

With respect to discoveries of cultural significance to Ngati Tamatera, if practicable and after consultation with Ngati Tamatera, 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 insitu, then Ngati Tamatera shall be given a reasonable opportunity to arrange for the removal of the discovery, and the consent holder shall provide reasonable assistance to Ngati Tamatera to do so, if so requested by Ngati Tamatera.

3.23 REHABILITATION

(Note: Not forming part of these conditions. The rehabilitation proposals for the Extended Project relate mainly, but not exclusively, to areas within the boundary of Mining Licence 32-2388. The proposals envisage the following main rehabilitation provisions:

- *The extended open pit is to constitute a lake, with a recreational facility at its eastern end, and pedestrian access with lookout viewing facilities around its perimeter.*
- *The upper pit slopes are to be revegetated as soon as possible, and in accordance with the current approved Rehabilitation and Closure Plan. Revegetation of the upper slopes will be carried out as far as practicable and may preserve some areas without vegetation to preserve and reflect the mining heritage of the town provided that the water quality of the Pit Lake remains suitable for direct discharge to surface waters in accordance with resource consents held by the consent holder from the Waikato Regional Council.*
- *The consent holder shall progressively strip and stockpile, as far as practical, topsoil from all areas to be used for construction and waste disposal in the Waste Disposal Area. This stockpiled topsoil or topsoil stripped during the course of operations shall be used to produce the maximum rehabilitation benefit.*
- *The Waste Disposal Area, including the tailings storage facilities, is to be rehabilitated using a range of vegetative covers (eg grass, native plants and vegetation and wetlands) as appropriate.*
- *Rehabilitation of the final surface of the Waste Disposal Area is to be progressive as areas of a practical working size become available for rehabilitation.*
- *Upon completion of the project the land along the conveyor route shall be restored to its former condition unless the Council requires that it be left for use as a public walkway or other useful amenity provided that the cost of so doing does not exceed the cost of restoration to the former condition.*
- *If, at or after the end of mining operations, the Process Plant or the Water Treatment Plant is dismantled, the area formerly occupied by and surrounding the dismantled plant is to be contoured, and as far as is reasonably practicable restored in a manner that will protect water quality and avoid soil erosion.*

Mining Licence 32-2388 and the resource consents granted by the Waikato Regional Council in respect of the Extended Project set out conditions requiring that all areas within the Licence be rehabilitated generally in accordance with the above.)

- (a) The consent holder shall rehabilitate all areas that have been subjected to mining operations as part of the Extended Project.
- (b) Prior to the commencement of construction of the tailings storage facility (Storage 1A), the consent holder shall submit to the Council for approval detailed rehabilitation plans. These plans will be consistent with the relevant Annual Work Programme referred to in Condition 3.2 and the Rehabilitation/Closure Plan approved by the Peer Review Panel pursuant to Condition 8 of Schedule 1 to the Waikato Regional Council consents.
- (c) The rehabilitation plans shall set out:
 - proposed recontouring of and rehabilitation of the noise bunds;
 - landscaping and details regarding facilities proposed for the recreational reserve at the eastern end of the new mine lake;
 - location of pedestrian access, tracks and viewing facilities around the extended pit perimeter;
 - planting and landscaping proposals for the remainder of the upper pit benches/batters and the immediate pit surrounds, that have not already been progressively rehabilitated;
 - ongoing rehabilitation measures proposed to pyritic rock areas;
 - safety fencing;
 - maintenance proposals;
 - with respect to Area D the areas to be grassed
 - details of the investigation and removal process for areas that may contain contaminated soils
- (d) In considering these plans, Council shall take into account:
 - the degree of compliance with the concepts described in the relevant Annual Work Programme;
 - their usefulness and practicability in terms of the Waihi community;
 - on-going maintenance issues.

3.24 ANNUAL CONSULTATION REPORTS

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 Ngati Tamatera in relation to the spiritual and cultural interests of Ngati Tamatera. Each report shall be produced in conjunction with Ngati Tamatera and forwarded to the Council within 3 months at the end of the period to which the particular report relates.

3.26 REMOVAL OF TRAMP MATERIAL

- (a) The consent holder may remove up to a maximum of 6 truck loads (12 truck movements) on any one day of tramp material from the extended pit to the existing Baxter Road recycling depot, for either recycling or controlled burning or other authorised disposal.

- (b) 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.
- (c) 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.
- (d) The recycling depot shall not operate outside the hours of 7am to 8pm on any day.
- (e) Only one sign may be erected on the recycling depot site and shall not exceed 1.5 m² in area.
- (f) 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.
- (g) 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 Group Manager Planning and Environmental Services.

3.27 STORAGE AND MANAGEMENT OF HAZARDOUS MATERIALS

- (a) The maximum quantities of the following hazardous substances to be stored at the Surface Facilities area, generally as indicated on Plan 6, shall be as follows:
 - Diesel: 124,000 litres
 - Ammonium Nitrate: 150 tonnes
 - Packaged Explosive: 8,000 kg
 - Detonators: 8,000 units.

together with bottled gases.
- (b) Prior to commissioning of any hazardous materials storage facility within the area indicated on Plan 6, or commencing storage of in excess of 4,000 detonators on site, the consent holder shall submit for the Council's approval a report:
 - indicating in detail (by way of plans and specifications) storage proposals;
 - establishing compliance with all relevant codes of practice and statutory requirements (including the Consent Holder's Environmental Management Plan and the Site Spill Contingency Plan);
 - providing certification by a suitably qualified safety expert that all facilities meet relevant codes of practice and statutory requirements.

3.29 SCOUT HALL

The First Waihi Scout Group hall shall be relocated from the site indicated on Plan 8 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.

3.30 SETTLEMENT

- a) The consent holder shall prepare a Dewatering and Settlement Monitoring Plan. The purpose of this Plan is to monitor and assess the effects of dewatering on land settlement and the effects of the mining activities on the subsurface hydraulic regime. The Dewatering and Settlement Monitoring Plan shall address at least the following:

- i) An overall description of the groundwater and settlement monitoring system and the measures to be adopted to meet the objectives of the groundwater and settlement monitoring system.
- ii) Details of the piezometer network proposed to monitor the effects of pit dewatering on the aquifers under Waihi township.

Any monitoring bores additional to the existing piezometer network shall be installed and operational prior to the exercising of this consent.

- iii) Details of the settlement monitoring network proposed to monitor the extended zone which has been, or is likely to be, affected by settlement caused by mine dewatering.

Any settlement monitoring network locations additional to the existing monitoring locations shall be installed and operational prior to exercising this consent.

- iv) Details of the survey of facilities in the Waihi township considered by the consent holder to be potentially "at risk" of damage from ground settlement caused by mine dewatering. The survey to be completed shall include collection of information about the facility's location, the nature of construction materials, the nature of sensitive equipment that might be potentially "at risk", and the sensitivity of this equipment to ground settlement caused by mine dewatering and/or tilt.

This survey shall be completed prior to exercise of the Waikato Regional Council consent number 971286.

- v) A settlement contingency plan to include mitigation measures to be implemented in the event that ground settlement caused by mine dewatering induces a tilt that exceeds 1 in 1000 between any two network monitoring locations spaced no less than 25 metres apart. The settlement contingency plan shall particularly address those facilities identified by the consent holder as being potentially "at risk" of damage from ground settlement caused by mine dewatering.
- vi) A dewatering contingency plan that describes the steps the consent holder shall implement in the event that dewatering results in adverse impacts on affected aquifer systems and associated groundwater supplies used for domestic, stock or other purposes.

In detailing the monitoring programmes the consent holder shall provide information on the monitoring methods proposed, the parameters to be monitored, and the calibration and maintenance of monitoring equipment.

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 Waikato Regional Council consent number 971286 shall prevail.

- b) The Dewatering and Settlement Monitoring Plan shall be submitted to Hauraki District Council for approval at least one month prior to the exercise of this consent. The Hauraki District Council shall consult with the Waikato Regional Council prior to approving the Dewatering and Settlement Monitoring Plan. The consent holder shall
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review and update (as necessary) the Plan and shall provide promptly such updated Plan to the Hauraki District Council for approval.

- c) If in the opinion of Hauraki District Council the dewatering adversely affects land or facilities, then the consent holder shall at its own cost be responsible for reinstating the facilities to an equivalent standard to the reasonable satisfaction of Council.
 - d) The consent holder shall measure and record the daily volume of water abstracted.
 - e) The consent holder shall undertake water level monitoring of the piezometer network in accordance with the Dewatering and Settlement Monitoring Plan.
 - f) The consent holder shall monitor ground settlement at a minimum of six monthly intervals in accordance with the Dewatering and Settlement Monitoring Plan.
 - g) In the event that a tilt greater than 1 in 1000 occurs between any two network monitoring locations spaced no less than 25 metres apart, and such tilt is caused by mine dewatering, or there is a significant variance from the predicted settlement rates described in the approved Dewatering and Settlement Plan the consent holder shall notify the Hauraki District Council and the Waikato Regional Council, in writing, within 20 working days of receiving the results of the monitoring. The consent holder shall then:
 - explain the cause of the non-conformance,
 - agree with the Hauraki District Council and Waikato Regional Council on the appropriate settlement contingency measures to be implemented as described,
 - implement settlement contingency measures as appropriate,
 - advise the councils on the steps the consent holder proposes to take in order to prevent any further occurrence of the situation.
 - h) The consent holder shall provide to the Hauraki District Council and the Waikato Regional Council an annual dewatering and settlement monitoring report. The report shall include at least the following information:
 - The data from monitoring undertaken during the previous year including ground water contour plans (derived from the data) in respect of the piezometer network;
 - Identification of any environmentally important trends in settlement and dewatering behavior;
 - Interpretation and analysis of any change in ground water profile over the previous year, any contingency actions that may have been taken during the year, predictions of future impacts on other bore users that may arise as a result of any trends that have been identified, and what contingency actions, if any, the consent holder proposes to take in response to those predictions;
 - A comparison of the settlement survey data with that predicted in the approved Dewatering and Settlement Plan;
 - Comment on compliance with this condition;.
 - A summary and analysis of complaints relevant to this condition;
 - Any reasons for non-compliance or difficulties in achieving conformance with this condition;
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- Any works that have been undertaken to improve environmental performance or that are proposed to be undertaken in the forthcoming year to improve environmental performance in relation to activities permitted by this condition.

The report shall be forwarded in a format acceptable to the Hauraki District Council.

3.31 BOND AND TRUST

1. Prior to the exercise of this consent the consent holder shall provide and maintain in favour of the Hauraki District Council and the Waikato Regional Council ("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 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 Industrial and Special Risk Insurance in the sum of \$12 million (1998 dollars) and Public Liability Insurance in the sum of \$5 million (1998 dollars).
2. 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.
3. The rehabilitation bond shall provide that the consent holder remains liable under the Resource Management Act 1991 for any breach of the conditions of consent which occurs prior to the completion of closure.
4. Section 109(1) of the Resource Management Act 1991 shall apply to the rehabilitation bond and the rehabilitation bond shall be registered under the Land Transfer Act 2017 by the consent holder at its expense against the certificates of title of the properties listed in Appendix G owned by the consent holder or its subsidiaries, and as identified as 'Post Closure Proposed Trust Land' on the plans in Appendix G.
5. 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.
6. (a) The amount of the rehabilitation bond shall be fixed at the commencement of the extended project and thereafter by the Councils who shall take into account any calculations and other matters submitted in the Rehabilitation 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: The Hearings Committee suggests that a fixed date of 31 May in any given year offers a useful 'target' for the two Councils and the Company to aim for.

- (b) The amount of the rehabilitation bond to achieve the purposes set out in 1 above shall include:
 - (i) 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 Plan;
 - (ii) 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;
 - (iii) the estimated costs of monitoring, in accordance with the monitoring conditions of this consent, until this consent expires; and
 - (iv) 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.
 - 7. 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 8 below, the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration determination.
 - 8. If, for any reason other than default of the Waikato Regional Council or the Hauraki District Council, 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.
 - 9. 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).
 - 10. The Councils shall release the rehabilitation bond on the completion of closure of the site.
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"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 Plan.

11. All costs relating to the rehabilitation bond shall be paid by the consent holder.
12. This consent shall not become operative unless and until the consent holder provides the rehabilitation bond to the Councils.
13. As soon as practicable after the grant of this consent and in any event prior to the placement of PAF waste into Storage 1A, the consent holder, in consultation with the Councils, shall establish a Trust ("the Trust") (charitable if possible) whose purposes and powers shall be:
 - 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 G). The Trust shall have no power of sale of the land;
 - 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 G);
 - 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 G);
 - 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;
 - to maintain and monitor the proposed pit lake (subject to agreement with LINZ);
 - 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;
 - without limiting the above, to take out insurance cover against unexpected risks;
 - 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;
 - 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:

- that the Councils shall have the power to appoint two trustees each to the Trust;
 - for the appointment by the Councils, after consultation with Ngati Tamatera, of one additional trustee representing Ngati Tamatera;
 - and
 - for the appointment by Te Runanga a Iwi o Ngati Tamatera Incorporated of one advisory trustee representing Ngati Tamatera.
14. 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.
 15. The consent holder shall execute irrevocable transfer documents to enable the Trust to complete the transfer of the land described in Appendix G, and these transfer documents are to be held in escrow subject to condition 18 by the solicitor acting for

the Trust.

18. 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.
19. 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.
20. 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.
21. 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.
22. The amount of the capitalisation bond shall be fixed annually by the Councils and shall cover:
 - 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.
 - the estimated costs of monitoring for and of any adverse effect and of measures taken to avoid, remedy, or mitigate any adverse effect.
 - provision for contingencies.
 - 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,
 - 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.

23. 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 7 and 8 above. Subject to condition 8, 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.
24. The capitalisation bond may be varied, cancelled, or renewed at any time by agreement between the consent holder and the Councils.

25. The capitalisation bond shall expire upon the settlement on the Trust by the consent holder of the required capital sum.
26. All costs relating to the capitalisation bond shall be paid by the consent holder.
27. In addition to the insurance cover required for the Rehabilitation Bond in condition 3.31 1.(e), the consent holder shall throughout the term of this consent be able to demonstrate to the satisfaction of the Hauraki District Council that it holds sufficient funds, insurances or other financial instruments ("cover") to enable any adverse effect on the environment resulting from the consent holder's activities and not authorised by a resource consent to be promptly avoided, remedied or mitigated.

The consent holder shall provide evidence to the Council annually, or such other period as may be subsequently agreed with the Council in writing that sufficient cover is in place. This evidence shall be provided to Council at the same time as the Annual Work Programme is submitted as required by condition 3.2 of this consent.

Should the consent holder and the Council not agree on the sufficiency of the level of cover, 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 Council advising that the amount of the cover is disputed, such notice to be given by the Council within two weeks of notification of the amount of the cover. 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 in New Zealand. Such arbitrator shall give an award in writing within 30 days after his or her appointment, unless the consent holder and the Council agree that time shall be extended. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration, the existing cover shall continue in force. The sum of the cover shall be adjusted in accordance with the arbitration determination.

28. These conditions form an integrated whole and are not severable.

Note: This condition is complementary to the requirements of Condition 10 to Schedule 1 of the consents granted by the Waikato Regional Council.

3.32 ADMINISTRATIVE CHARGES

The consent holder shall pay to the Hauraki District Council any administrative charge fixed in accordance with Section 36 of the Resource Management Act 1991, or any charge prescribed in accordance with regulations made under Section 360 of the Resource Management Act 1991.

3.33 REVIEW OF CONDITIONS

- (a) Pursuant to section 128(1)(a)(i) and (ii) of the Resource Management Act 1991, the Council may review any or all of the conditions of this consent for the purpose of dealing with any adverse effects on the environment arising from the exercise of the consent and for the review of the appropriateness of the monitoring requirements required by the consent:
 - one year from the commencement of construction activities; and
 - at yearly intervals thereafter.

Such a review shall only be commenced after consultation between the consent holder and the Council.

- (b) Notwithstanding (a) above, where the Council elects to review condition 3.31 of this consent, such review shall be undertaken with the agreement of, and in conjunction with, the Waikato Regional Council.

4.0 APPENDICES

Appendix A.	Annual Work Programme (Condition 3.2)
Appendix B	2018 Pit Perimeter (Condition 3.1(d))
Appendix E	Plan 2, 50 dB and 55 dB Contour Boundaries (Condition 3.18(b))
Appendix G	Proposed Trust Land (Condition 3.31.13)

Appendix A - Annual Work Programme (Condition 3.2)

APPENDIX A

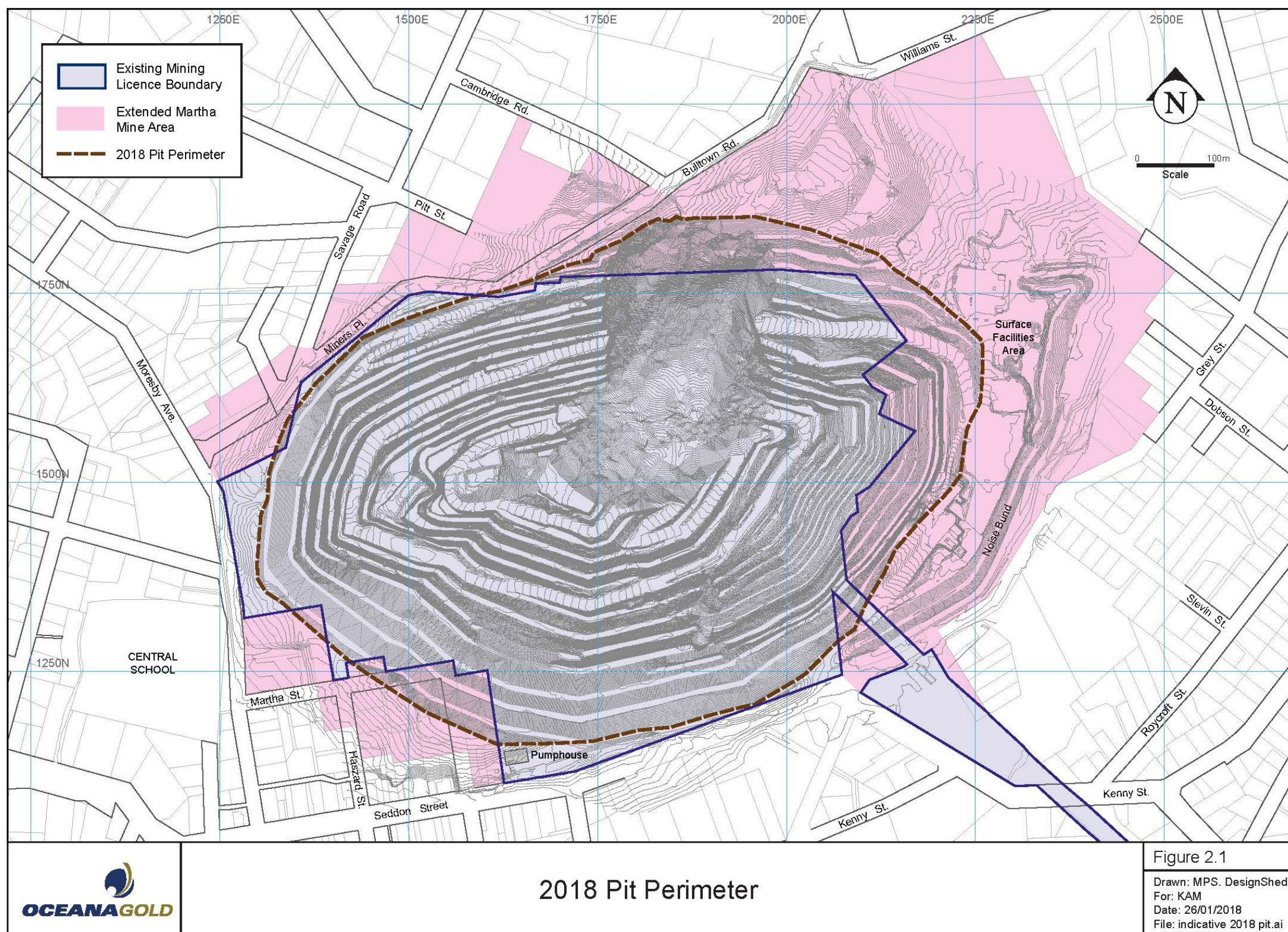
Annual Work Programme

The consent holder shall, within six months after the commencement of this consent and annually thereafter, prepare and submit to Council for information, an Annual Work Programme that outlines the anticipated activities to be performed during the following year and the management systems under which those activities will be undertaken. The Annual Work Programme shall include the following:

- i. Mining operations proposed for the forthcoming year.
- ii. Description of the sequencing of works, and description of the environmental procedures to be adopted during construction and the maintenance and management of facilities.
- iii. Proposed progressive rehabilitation and revegetation of the active areas of the mine operation.

The Annual Work Programme may also include any other information that the consent holder wishes, and may be combined with any other document which the consent holder is required to produce.

Appendix B - 2018 Pit Perimeter (Condition 3.1 (d))



2018 Pit Perimeter

Appendix E - Plan 2, 50 dB and 55 dB Control Boundaries (Condition 3.8(b)i)

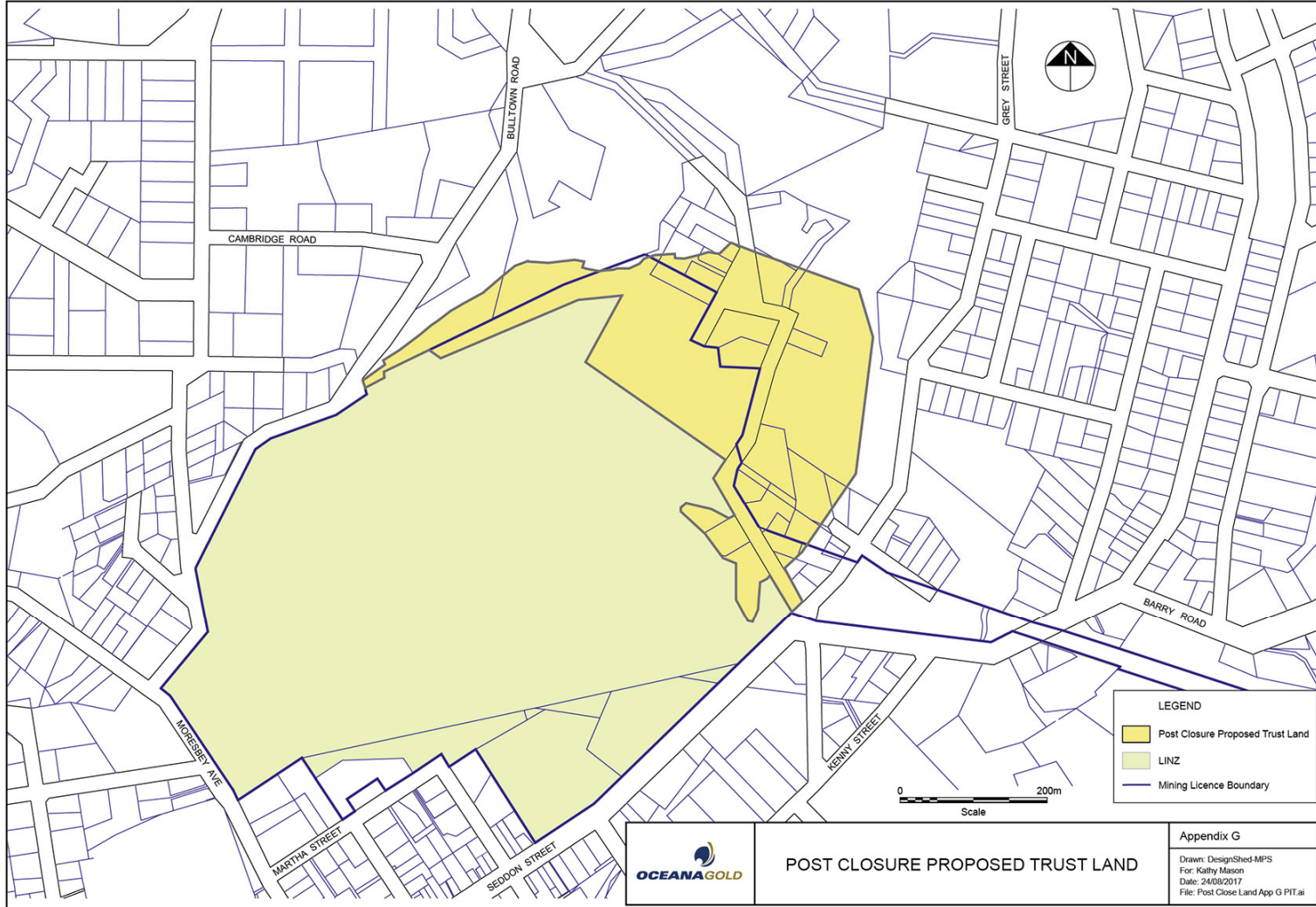
Appendix G - Proposed Trust Land (Condition 3.31.13)

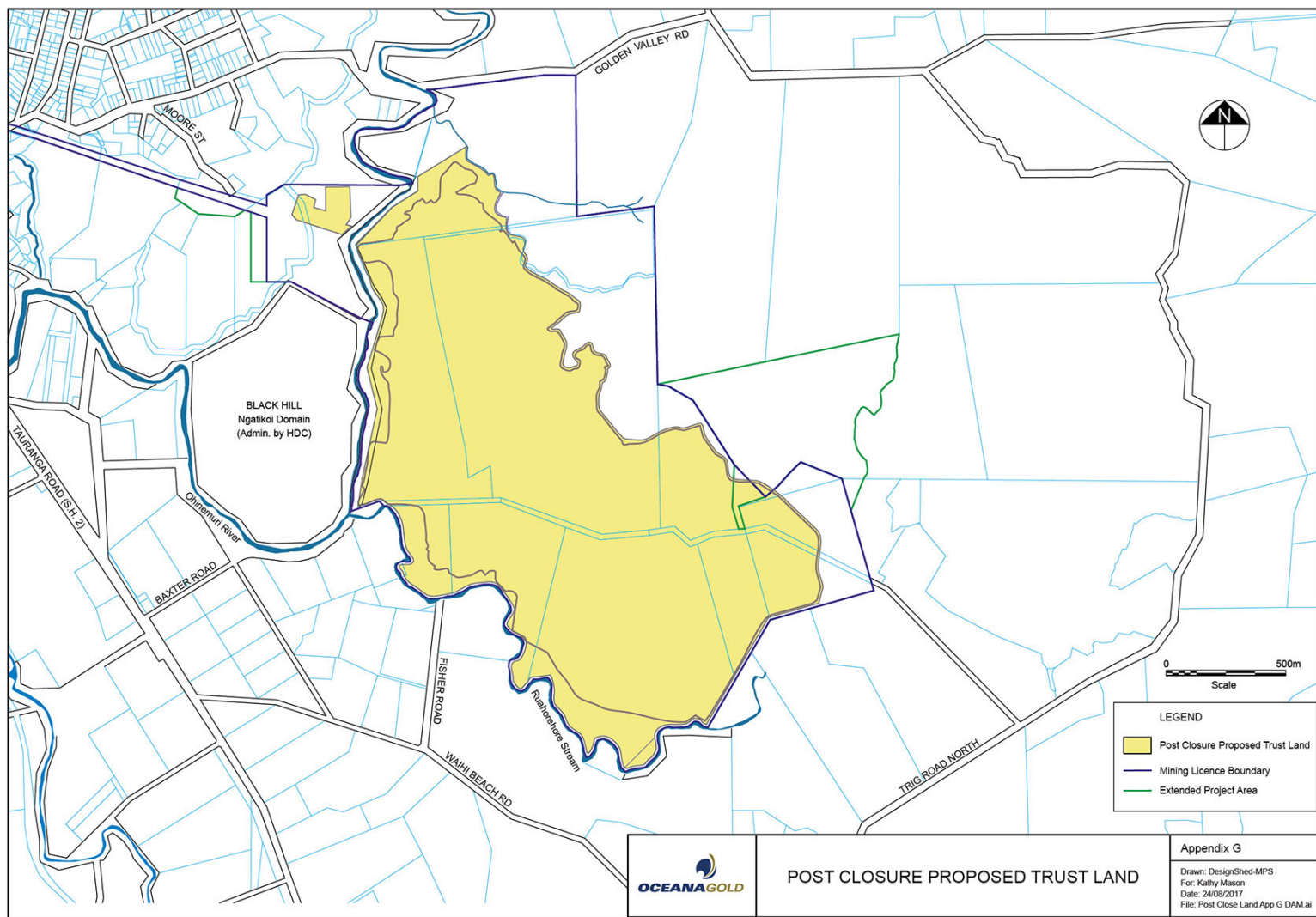
Table: Allotments to be subdivided in order for the transfer of the Trust Land to the Trust pursuant to the Conditions

Plan: Post Closure Proposed Trust Land

Plan: Post Closure Proposed Trust Land

RECORD OF TITLE	AREA (Hectares)	OWNER
Martha Pit		
SA71B/951	11.7155	OGNZL
24066	7.8943	OGNZL
SA50B/340	6.7780	OGNZL
SA32A/699	0.3907	OGNZL
SA32D/801	0.3792	OGNZL
Water Treatment Plant		
SA31D/451	16.6123	OGNZL
SA5A/1381(part cancelled)	6.4130	OGNZL
SA31D/452	12.2028	OGNZL
Waste Disposal Area		
SA65D/777	295.4743	OGNZL
SA15B/287	14.5181	OGNZL
SA807/214	39.8615	WGCL

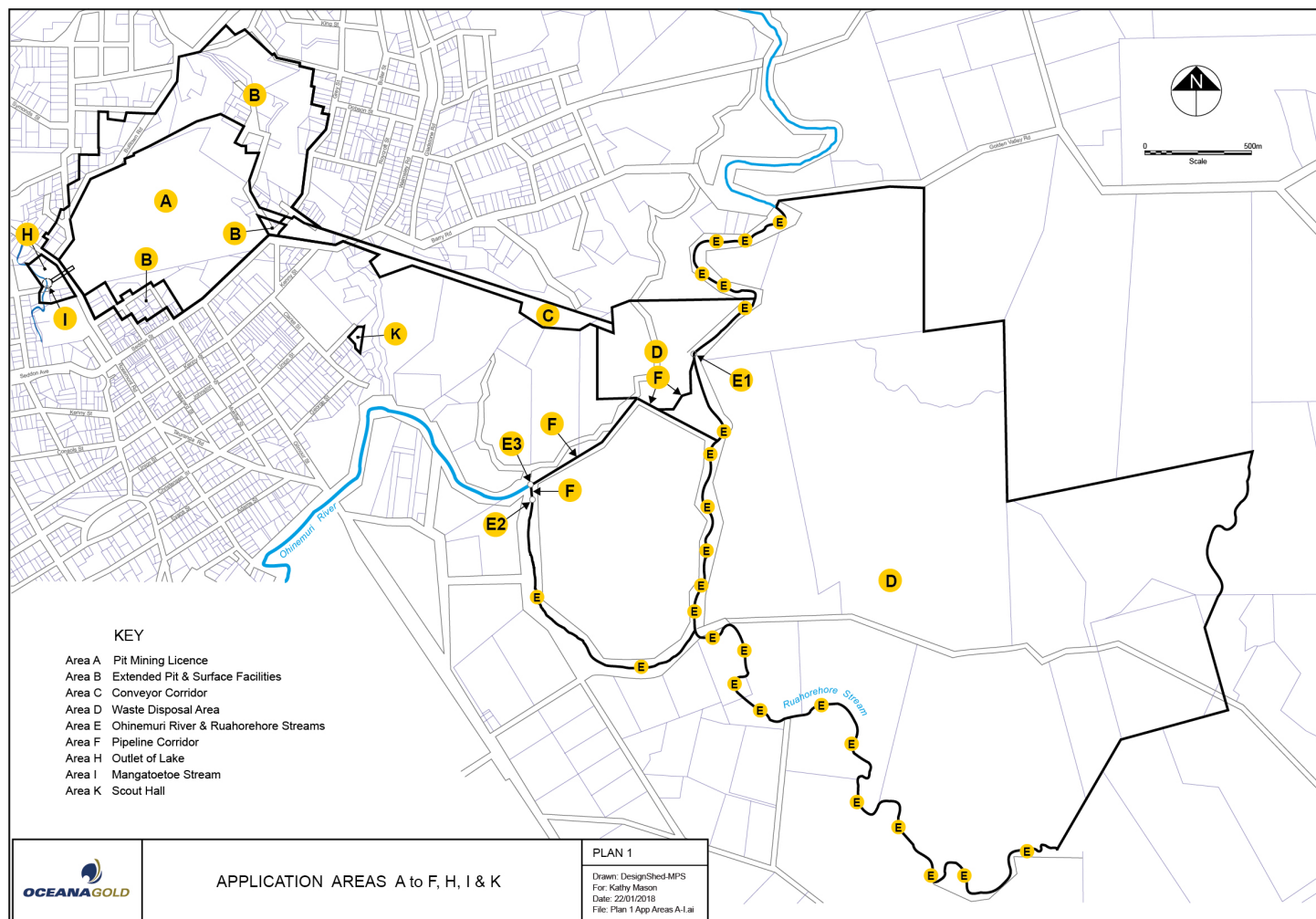




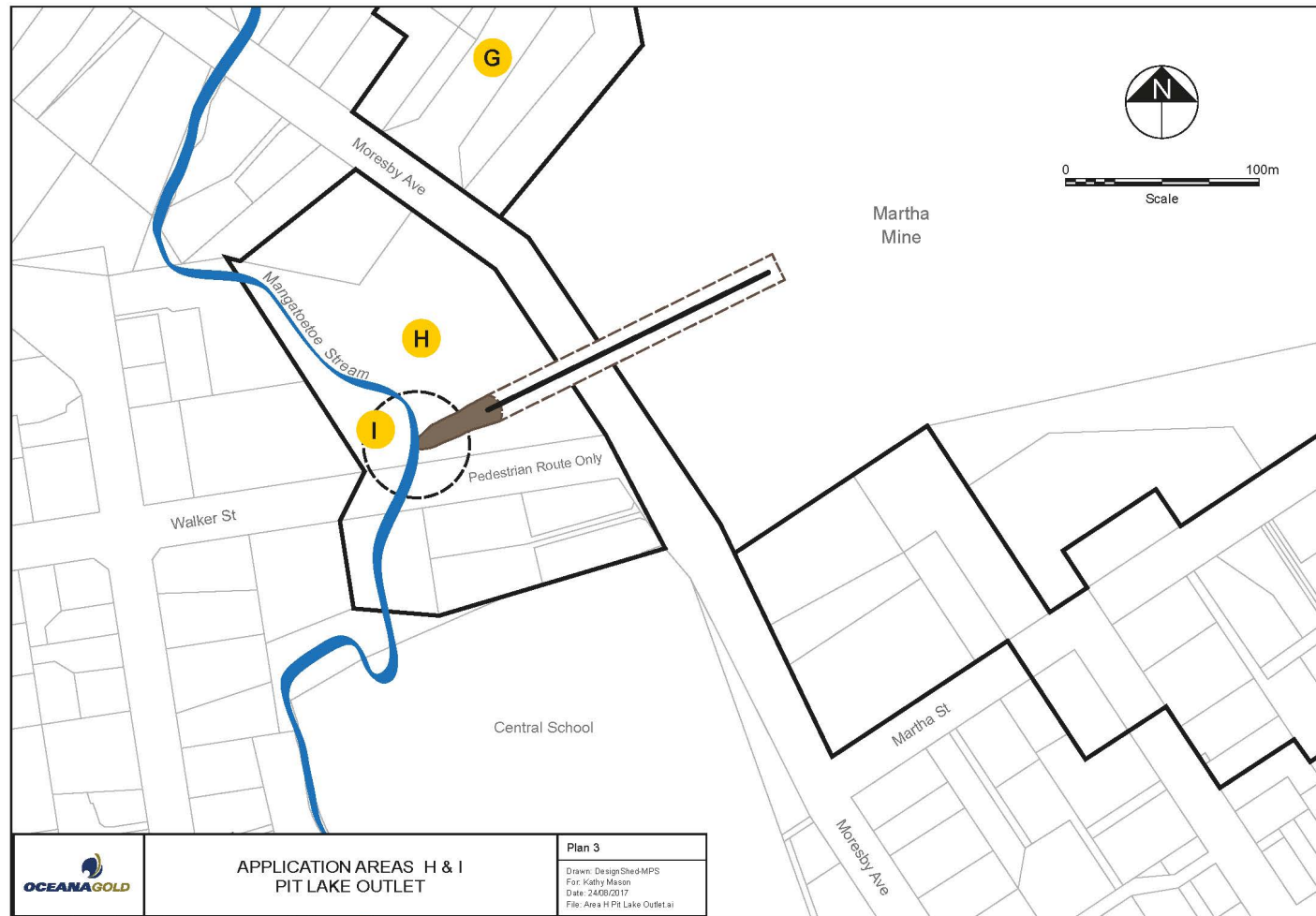
5.0 PLANS

1. Areas A to F, H, I & K (Condition 2.2)
3. Pit Lake Outlet (Condition 3.18(a))
4. Pipeline Corridor (Condition 3.20 (a))
- 4a. Kauri Tree (Condition 3.21A)
5. Heritage Features (Condition 3.22(a))
6. Hazardous Substances (Condition 3.27(a))
8. Scouts (Condition 3.29)

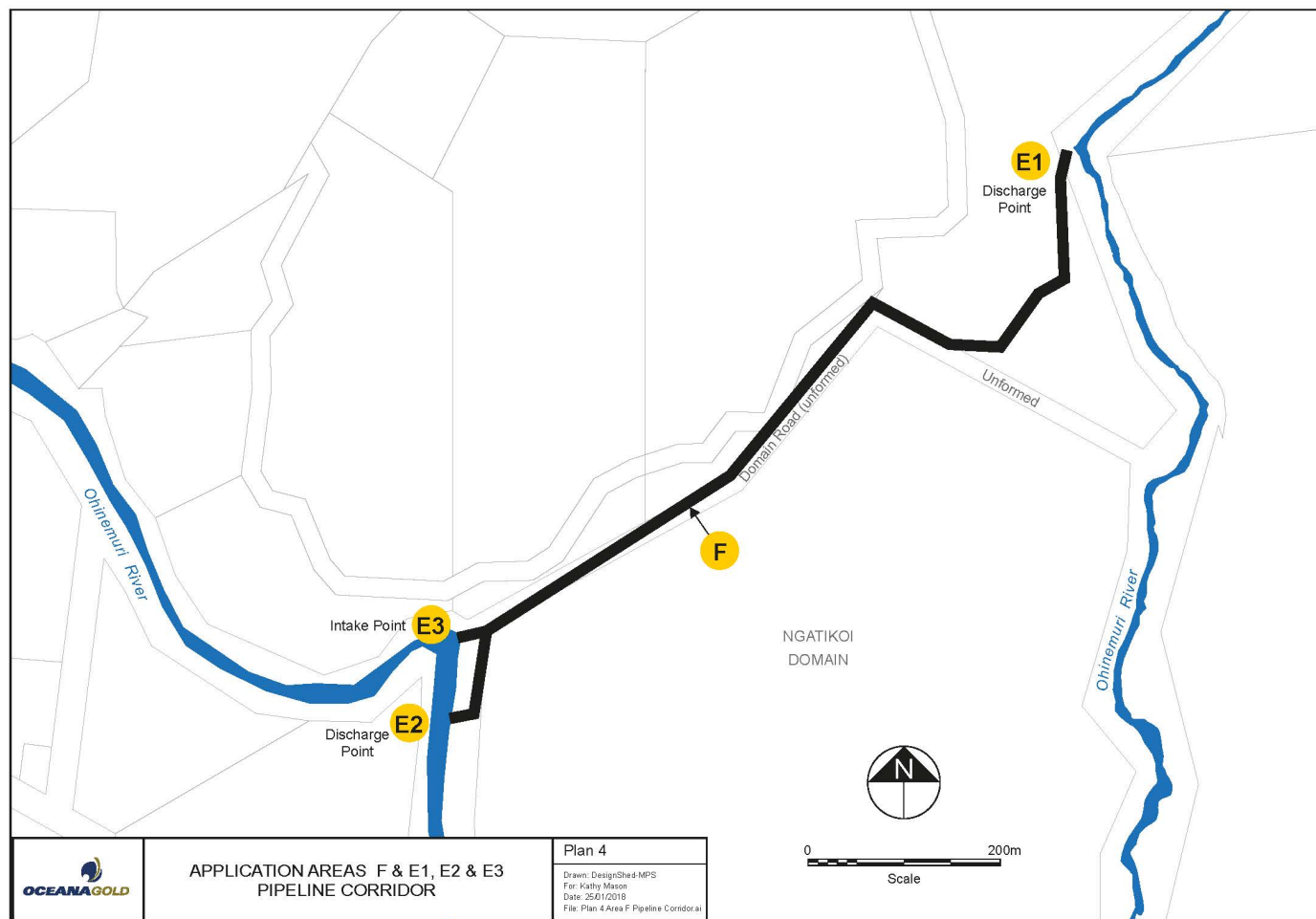
Plan 1 – Areas A to F, H, I & K (Condition 2.2)



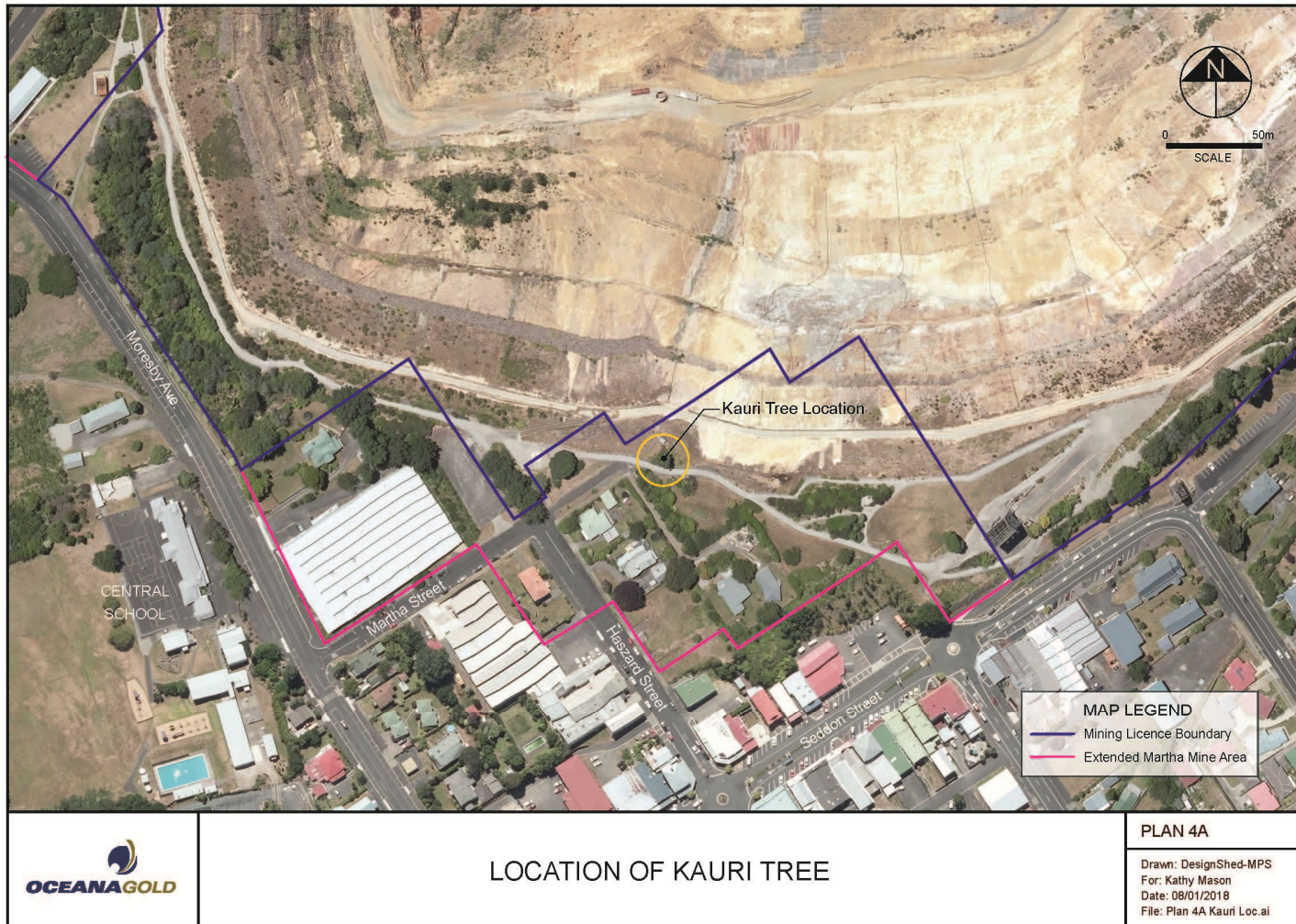
Plan 3 – Pit Lake Outlet (Condition 3.18(a))



Plan 4 – Pipeline Corridor (Condition 3.20(a))



Plan 4a – Kauri Tree (Condition 3.21A)



Plan 5 – Heritage Features (Condition 3.22(a))



Plan 6 – Hazardous Substances (Condition 3.27(a))



Plan 8 – Scouts (Condition 3.29)

