

From: [BDC Lgoima](#)
To: [REDACTED]
Cc: [REDACTED]
Subject: Official Information Request for Snowy River Mine Consents Ref: OIA 040/25
Date: Wednesday, 14 May 2025 9:34:30 am

Dear [REDACTED]

We refer to your official information request dated 16 April for information regarding resource consents related to Snow River Mine.

Your full request is as follows:

*We would like to please reactivate our request for all resource consents related to the **Snowy River Mine** (formerly known as the Blackwater Mine), including resource consents held for record of title NL10A347 (Section 9-10 Block XVI Mawheraiti Survey District).*

As noted in Maringi's email below, we understand there are multiple records of title, and given the nature of the site, we were hoping the Council might have the consent information stored in a file format specific to the Mine.

Please see the information request via the below link:

<http://tbf.me/a/515Vq>

(this link will expire on 16/06/2025)

It is noted that application: RC130025C is still being processed, and therefore there is no decision available at this time.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

If you wish to discuss this decision with us, please feel free to contact the Buller District Council by return email to lgoima@bdc.govt.nz.

Please note that it is our policy to proactively release our responses to official information requests where possible. Our response to your request may be published at <https://bullerdc.govt.nz/district-council/your-council/request-for-official-information/responses-to-lgoima-requests/> with your personal information removed.

Kind regards

Simon Bastion | Group Manager Regulatory Services
Email Simon.Bastion@bdc.govt.nz

Buller District Council | Phone 0800 807 239 | bullerdc.govt.nz
PO Box 21 | Westport 7866

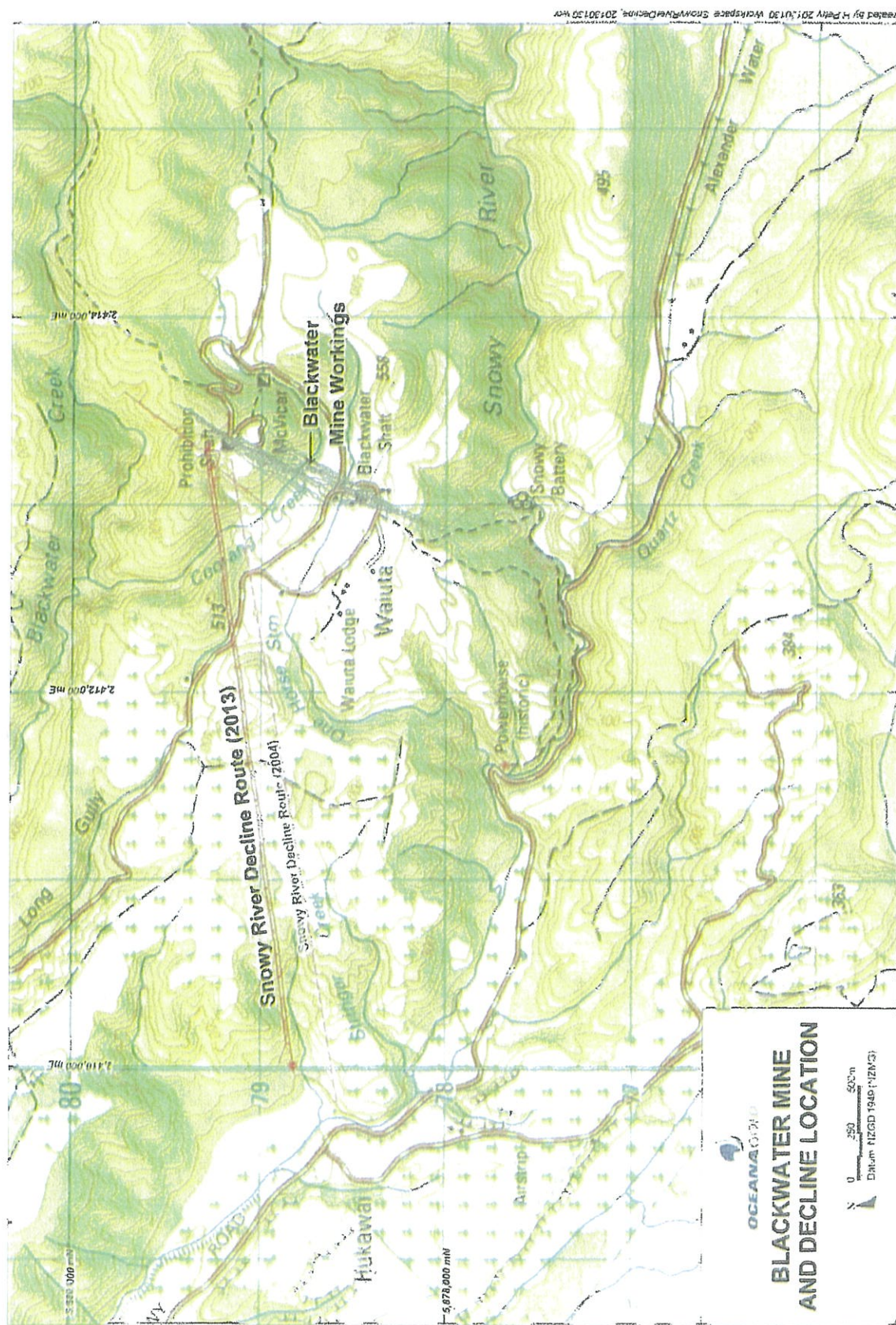
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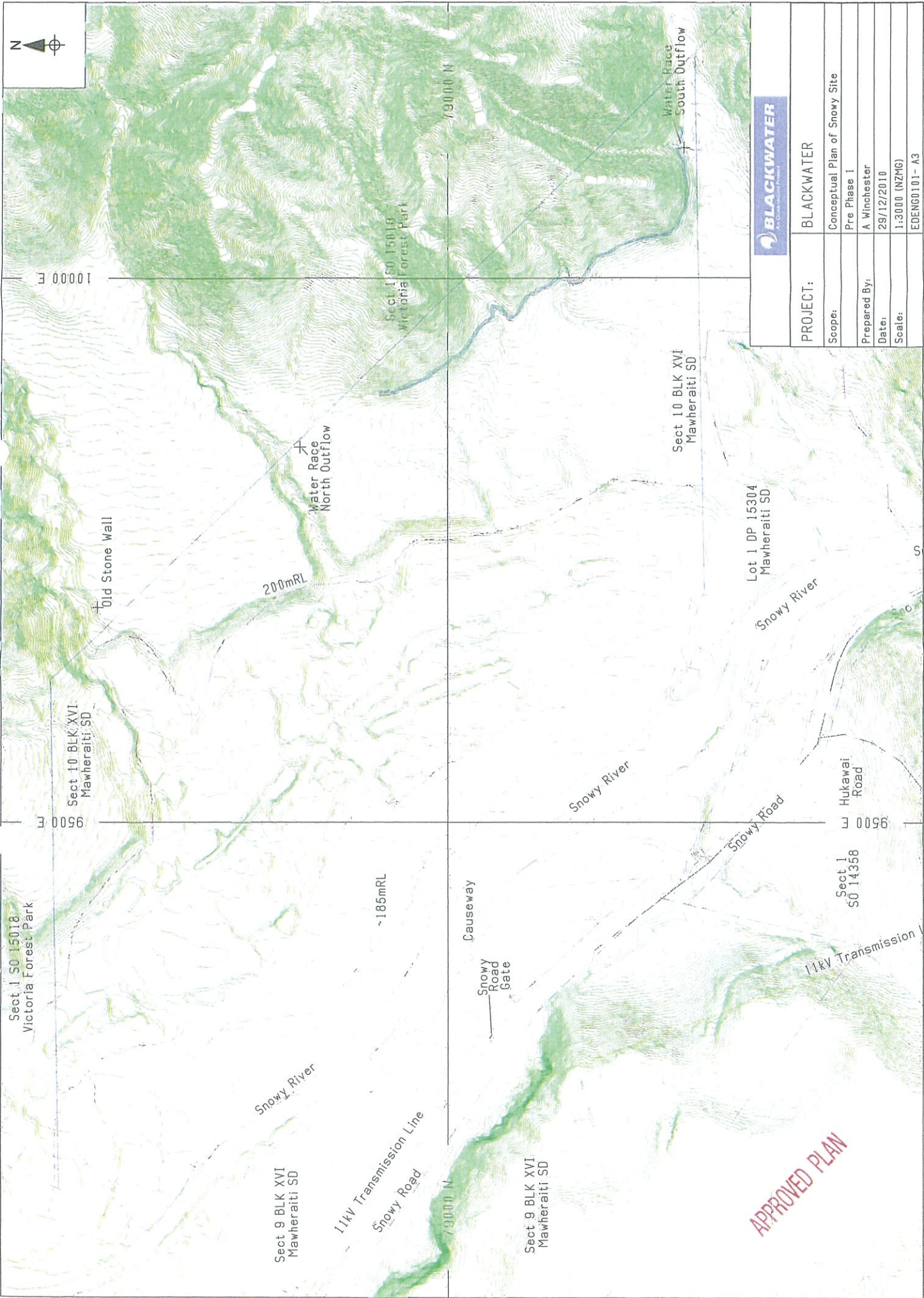
message are those of the individual sender, except where the sender expressly, and with authority, states them to be the views of Buller District Council.



Figure 5.2: Blackwater Mine and Decline Location



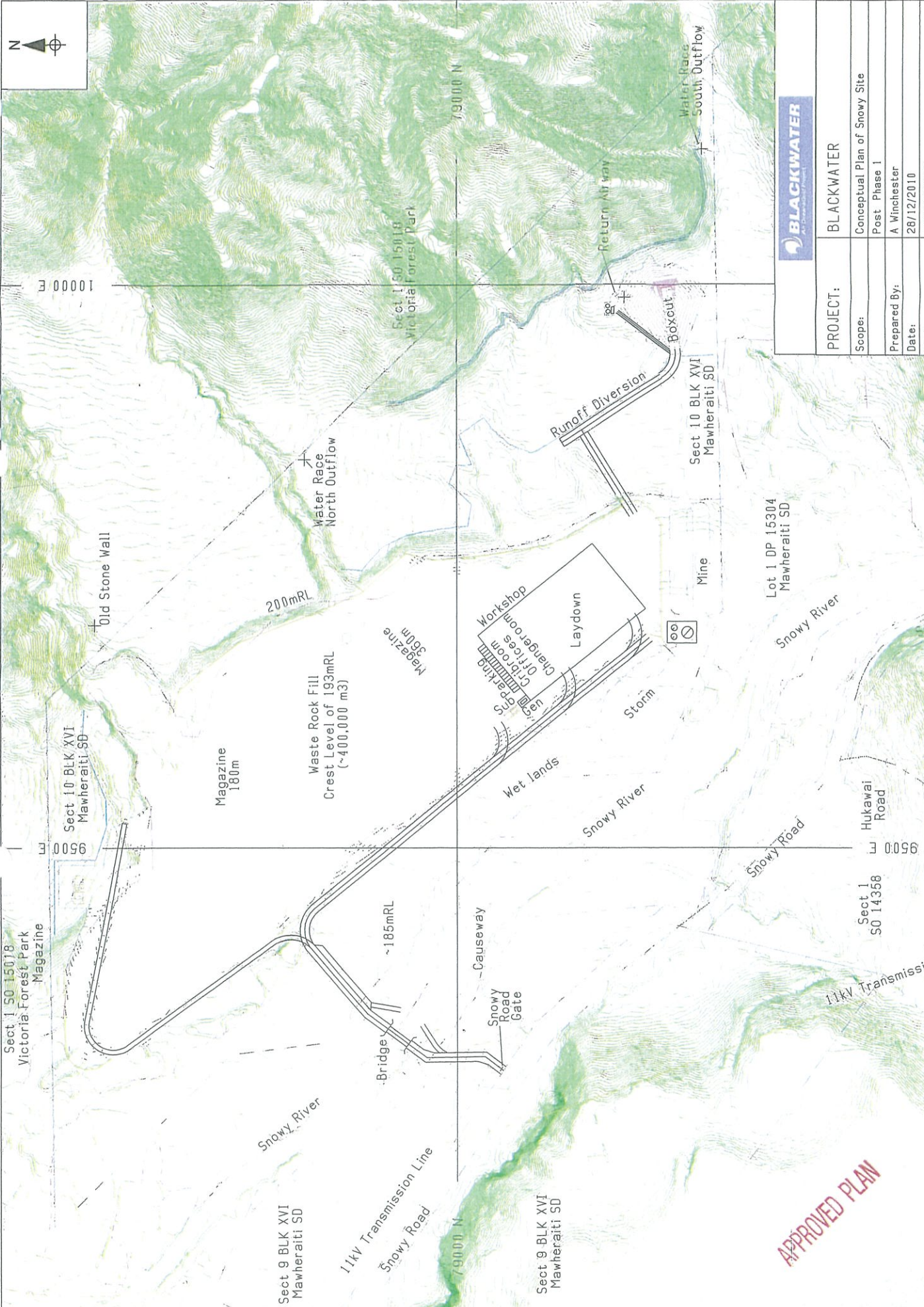
Two parallel tunnels will be constructed at a gradient of 1:6.7. This is expected to take 30-36 months with



APPROVED PLAN

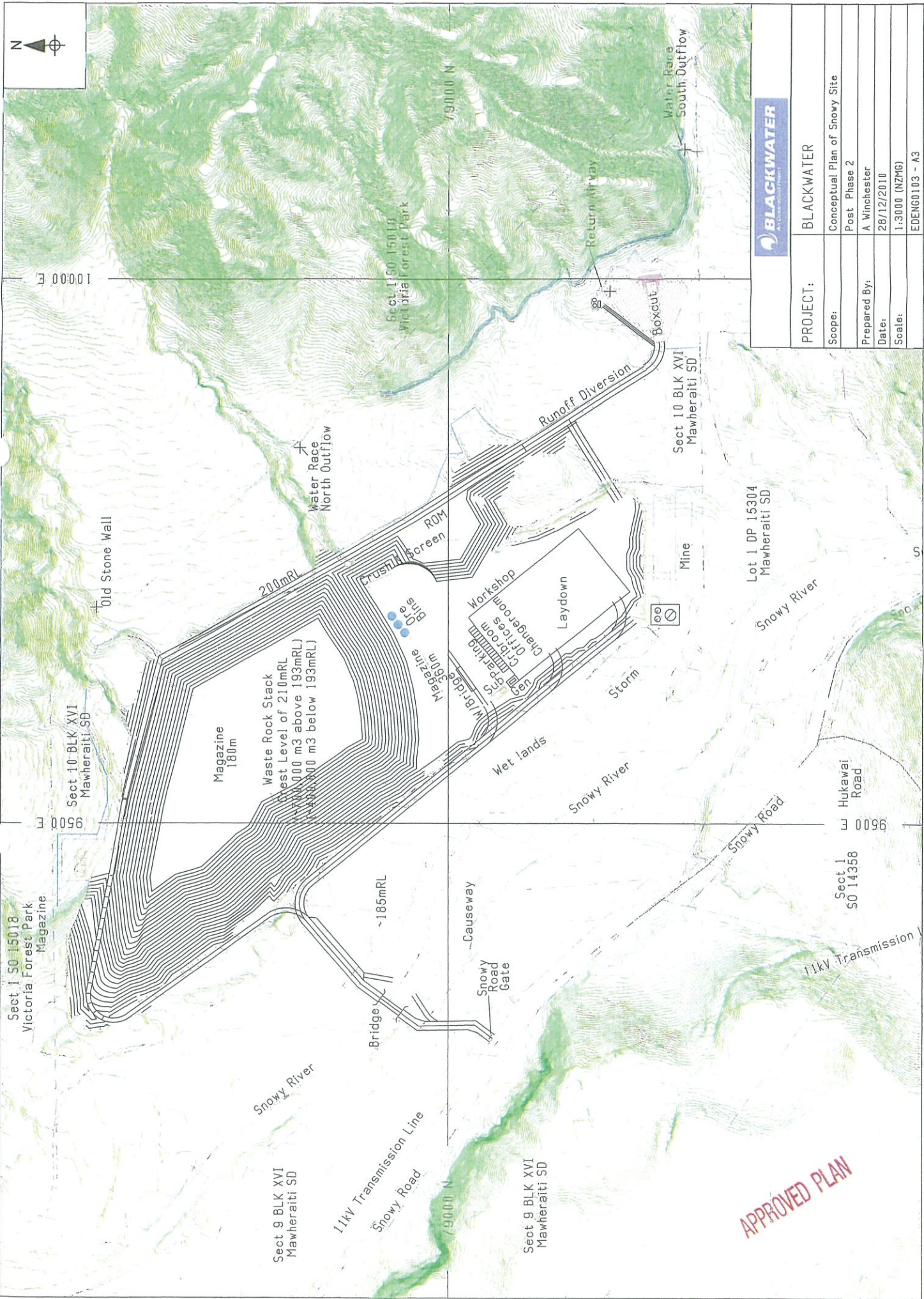


PROJECT:	BLACKWATER
Scope:	Conceptual Plan of Snowy Site
Prepared By:	Pre Phase 1
Date:	A Winchester
Scale:	29/12/2010
	1:3000 (NZMG)
	EDENG0101 - A3



PROJECT:	BLACKWATER
Scope:	Conceptual Plan of Snowy Site
Post:	Phase 1
Prepared By:	A. Winchester
Date:	28/12/2010
Scale:	1:3000 (NZMG)
	EDENG0102 - A3

APPROVED PLAN



PROJECT:	BLACKWATER
Scope:	Conceptual Plan of Snowy Site
Post:	Phase 2
Prepared By:	A Winchester
Date:	28/12/2010
Scale:	1:3000 (NZMG)
	EDENG0103 - A3

APPROVED PLAN

RESOURCE CONSENT DECISION - RC130025

Pursuant to Sections 104, 104B and 108 of the Resource Management Act 1991, Buller District Council **GRANTS** the application by ~~OceanaGold (New Zealand) Limited~~ transferred to Tasman Mining Limited on 01 July 2024, **subject to the Conditions below.**

The approved Activity:

To develop and operate an underground gold mine targeting the Birthday Reef below the abandoned Waiuta township.

Applicant:

Tasman Mining Limited

~~OceanaGold (New Zealand) Limited~~

Legal Description:

Part Crown Forest Land, Block IV, Mawheraiti Survey District; Crown land (under action) Town of Waiuta; Section 2, Block XIII, Waitahu Survey District; Sections 43 and 48 Town of Waiuta; Lot 1 Deposited Plan 15304, Block XIII, Waitahu Survey District; Section 6 SO 432116; Legal Road Reserve Snowy River Road; Section 9 and 10 Blk XVI Mawheraiti Survey District.

Computer Freehold Register:

NL2D/809, NL10A/347, 401100, 18943.

Zoning:

Rural Zone - Buller District Plan

Consents Sought:

Land Use consent to develop and operate an underground gold mine targeting Birthday Reef and associated works – Restricted Discretionary Activity.

The associated works include:

Land use consent for Vegetation Clearance and incidental earthworks (excluding wetland) from 0.5ha up to 5ha per site, in total, over any continuous three year period. – Controlled Activity.

Modify Riparian Margin within 10m of the Snowy River riverbank for construction and use of Bridge across Snowy River to Blackwater Mine Site – Discretionary Activity.

Construct road on legal Road reserve to link Snowy Road to access bridge and road improvements including the addition of passing bays and widening (for mitigation purposes) – Discretionary Activity.

Overall Activity Status:

Discretionary Activity - As these consents are necessary to undertake the main activity, being mining it is considered necessary to bundle the consents and as such the application becomes the most stringent application type, being a Discretionary Activity for the overall proposal.

Approved Plans:

The three digitally prepared plans held in Appendix 3 of the application titled "*BLACKWATER – Conceptual Plan of Snowy Site*" numbered *EDENG101*, *EDENG102*, *EDENG103*. The aerial photograph site plan within the body of the application titled "*BLACKWATER GOLD PROJECT SNOWY RIVER PORTAL AREA*" (updated in an email dated 7 April 2014) and Figure 5.2 of the application titled "BLACKWATER MINE AND DECLINE LOCATION"

Please note that the plans which are approved are stamped Approved Plan and attached to this consent.

CONDITIONS:

Pursuant to Section 108 of the Resource Management Act 1991 this consent is granted subject to the following conditions:

General

1. All activities authorised by these consents shall be undertaken in accordance with the information contained in the Application, Assessment of Environmental Effects (OceanaGold (New Zealand) Limited, Blackwater Gold Project, February 2013) ("the Assessment of Environmental Effects"), and all supporting technical documents and plans, as provided to the Consent Authority, except where inconsistent with these conditions, in which case the terms and conditions of this consent shall prevail.

Fees

2. The Consent Holder shall pay to the Consent Authority such administration, supervision and monitoring fees as are fixed from time to time by the Consent Authority in accordance with Section 36 of the Act. The Consent Holder shall meet the reasonable costs of compliance with all requirements and conditions of these consents.

Complaints and Non-compliance

3. The Consent Holder upon receipt of any complaint shall promptly investigate the complaint, take action to remedy or mitigate the cause of the complaint and inform the Consent Authority as soon as practicable of the details of the complaint and the action taken.
4. The Consent Holder shall maintain and keep a complaints' register for all aspects of operations in relation to these consents. The register shall detail the date, time and type of complaint, cause of the complaint, and the action taken by the Consent Holder in response to the complaint. The register shall be available to the Consent Authority at all reasonable times. Complaints, which may infer non-compliance with the conditions of these consents, shall be referred to the Consent Authority as soon as practicable.
5. Unless otherwise stated within these consents, in the event of any breach of compliance with the conditions of these consents the Consent Holder shall notify the Consent Authority within 48 hours of the breach being detected. Within 5 days of any breach the Consent Holder shall provide written notification to the Consent Authority

which explains the cause of the breach, and if the cause was within the control of the Consent Holder, steps which were taken to remedy the breach and steps which will be taken to prevent any further occurrence of the breach.

6. The Consent Holder shall remain liable under the Act for any breach of conditions of these consents which occur before the expiry of the consent and for any adverse effects on the environment which become apparent during or after the expiry of these consents.

Notification of Exercise of Consent

7. The Consent Holder shall notify the Consent Authority in writing of the intention to exercise this consent at least four weeks prior to, but not more than six months prior to, the commencement of any activities authorised by this consent.
8. Notwithstanding Condition 7, the Consent Holder shall notify the Consent Authority in writing as soon as practicable of the date that activities first commence under this consent.
9. The Consent Holder shall notify the Consent Authority in writing of the intention to cease the exercise of this consent at least 6 months prior to the activities under this consent ceasing.
10. The Consent Holder shall notify the Consent Authority in writing as soon as practicable after activities under this consent cease.

Lapsing of Consents

11. Pursuant to Section 125(1) of the Act all resource consents shall lapse on the expiry of ten years after the date of commencement of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1)(b) of the Act, or the Consent Authority grant a longer period of time.

Bonds

12. The consent holder shall provide and maintain in favour of the West Coast Regional Council and the Buller District Council (jointly for their respective interests) ("the Councils") a bond or bonds to secure the compliance by the consent holder with all of the conditions of consents:
 - a. RC13042/1 to RC13042/15, inclusive, granted by the West Coast Regional Council; and
 - b. RC13/25 granted by the Buller District Council.including the completion of all rehabilitation works required by these consents and all monitoring obligations of the Consent Holder and to avoid, remedy, or mitigate any adverse effects on the environment arising as the result of the exercise of the consents set out above.
13. The Consent Holder shall provide a bond or bonds for the quantum for a minimum of a three year term, such term to be renewed for a minimum of a further three year

term (or such other term as the parties may agree) on a yearly basis on the anniversary of the date of commencement of these consents.

14. Form of Bond

The bond or bonds shall be in a form approved by a firm of solicitors nominated by the West Coast Regional Council and Buller District Council jointly, taking into account the ability of the Consent Holder to arrange a guarantor or surety ("the guarantor") and the guarantor's acceptance of the term of the bond.

15. Content of Bond

The bond or bonds shall provide that the Consent Holder shall be liable and remain liable for meeting:

- a. The cost of remedying or mitigating any breach of the conditions of the consents as detailed in Condition 12 hereof; and
- b. The cost of avoiding, remedying or mitigating and or monitoring any adverse effect on the environment which become apparent during or after the expiry of the consents set out above.

16. Payment

- a. Unless the bond is a cash bond, the payment of the bond quantum by the Consent Holder shall be guaranteed by a guarantor acceptable to the Buller District Council and the West Coast Regional Council.
- b. The guarantor shall bind itself to pay up to the bond quantum for the carrying out and completion of all obligations of the Consent Holder under the bond.
- c. If the Consent Holder is unable at any time to arrange a guarantor for the quantum, the Consent Holder shall provide a cash bond or bonds for the quantum within 12 months of the date of the renewal referred to in Condition 13 above.

17. Term

The bond or bonds shall remain in place for a period of ten years after the surrender, expiry or lapsing of the consents referred to in Condition 12.

18. Amount

- a. The Consent Holder shall provide the Councils with a report which recommends the amount of the initial bond ("the Bond Report") within 30 days from the date of commencement of these consents.
- b. The amount of the initial bond shall be reviewed and fixed by the Councils in accordance with the Bond Report not later than 20 working days after the date of which the Councils receive the Bond Report.
- c. The Consent Holder shall put in place the bond fixed by the Councils in accordance with Condition 18(b) above within 10 working days of the date on which the bond is fixed.
- d. The West Coast Regional Council and the Buller District Council may jointly vary the amount of the bond from time to time (either up or down) at yearly intervals within one month of the anniversary of the date of commencement of these

consents ("the Review Date") after the Consent Holder has provided the two Councils with the annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 12, as identified in Conditions 38 to 40 (Annual Work Plan).

- e. The annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 18(d) shall be prepared by an independent advisor, with expertise in mining bond calculation, mutually acceptable to Consent Holder and the two Councils, and be supplied to the Councils at least one month prior to the Review Date.
- f. In setting any new bond sum, the Councils shall have particular regard to the updated estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents provided by the Consent Holder in accordance with Conditions 18(d) and 18(e). The two Councils shall also take into account the quantum and purpose of any bond provided by the Consent Holder in favour of the Minister of Conservation.
- g. The amount of the bond shall be advised in writing to the Consent Holder within one month after the Review Date.
- h. The Consent Holder shall meet the reasonable costs of bond reviews.
- i. In accordance with note 3 (Change or Cancellation of Conditions), the Consent Holder may apply to vary the amount of the bond pursuant to Section 127 of the Act.
- j. If at any time the amount of the bond is varied pursuant to this condition or pursuant to any application, then the Consent Holder (and unless the bond is a cash bond, the guarantor approved by the West Coast Regional Council and Buller District Council) shall, within thirty (30) days of being advised of the new bond quantum, execute and lodge with the Consent Authorities a new bond for the varied amount or the additional amount required in excess of the existing bond.
- k. The Consent Holder shall not exercise or shall cease to exercise these consents:
 - i) Until the bond referred to in Condition 18(a) hereof is executed by the Consent Holder and guarantor and deposited with the consent authorities, and
 - ii) In respect of any varied or reviewed bond referred to in Condition 18(d), after thirty (30) working days has expired from the date the Consent Holder was notified of the terms of the varied or reviewed bond by either Council, unless the varied or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor) and has been deposited with the Consent Authorities, or
 - iii) In respect of any bond sum changed or reviewed pursuant to Sections 127 or 128 of the Act, after thirty (30) working days has expired from the date the Consent Holder was notified of the decision of the changed or reviewed bond by either Council, unless the changed or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor), and has been deposited with the Consent Authorities.

19. Transfer of Consents

If any consent is transferred in part or whole to another party or person, the bond lodged by the transferor shall be retained until any outstanding work at the date of the transfer is completed to ensure compliance with all conditions of these consents unless the Consent Authorities are satisfied adequate provisions have been made to transfer the liability to the new Consent Holder.

20. Costs

The Consent Holder shall meet the reasonable costs of providing any bond, including the costs of preparation of the bond and any substitute bond.

Subsidence

21. Prior to commencement of the decline tunnel construction the consent holder shall implement a Subsidence Monitoring Programme, that shall measure and evaluate the evidence of surface subsidence, if any, and the accuracy of subsidence predictions. The Subsidence Monitoring Programme shall include the following monitoring requirements:

- a. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the first 200m of the decline tunnel commencing at the portal. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of the decline tunnel construction; and
 - ii. Three monthly during the tunnel construction phase for 12 months; and
 - iii. Yearly intervals after the first twelve months period, until the surrender, expiry or lapsing of the consent.
- b. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the ground above the historic mine workings. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of dewatering of the historic workings; and
 - ii. Three monthly during the dewatering phase; and
 - iii. Yearly intervals after dewatering is completed, until the surrender, expiry or lapsing of the consent.

22. Monitoring results of the Subsidence Monitoring Programme shall be included in the Annual Work Plan and forwarded to the Council.

Hazardous Substances

23. The Consent Holder shall ensure that all fuels, oils and chemicals stored or used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves. Run-off from such storage areas shall be directed through oil/water separators and shall not contain more than 20 g/m³ of total petroleum hydrocarbons nor more than 100 g/m³ of total suspended solids.

24. Refuelling, lubrication and any mechanical repairs shall be undertaken in an area that provides sufficient mitigation measures to ensure that no spillages onto the land surface or into water occur.
25. All substation facilities containing transformers that hold more than 200 litres of oil shall provide for secondary containment sufficient in size to hold the volume of oil stored in the largest transformer.

Note: The storage of hazardous substances shall take place in accordance with Materials Safety Data Sheets and the Hazardous Substances and New Organisms Act 1996.

Contingency and Response Plan

26. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare a Contingency and Response Plan that sets out the procedures to be followed by it and parties under its control in the event of any accidental discharge of contaminants not specifically authorised by the conditions of these consents. The plan may be amended, as the Consent Holder considers appropriate, during the period of these consents. A copy of any amendments are to be supplied to the consent authority.
27. The Contingency and Response Plan shall as a minimum address the following matters:
 - a. Accidental spills of oil, fuel or chemicals at the Blackwater Gold Project site.
 - b. Rupture or spillage from any pipeline transporting material, water or contaminants around the mine site.
 - c. Spillages during transportation of hazardous substances or gold ore to or from the mine site.
 - d. A list of all hazardous substances and potentially contaminating materials held on site and the procedures to be adopted in the event of spillage of any of these substances or materials.
 - e. Emergency response procedures and emergency contacts during the event of:
 - Power failure; and
 - Fire; and
 - Natural event/disaster.
 - f. The personnel who will be on site and their responsibilities, such that the provisions of the plan can be implemented at all times.
28. At any time during the period of these consents, a copy of the latest version of the Contingency and Response Plan, prepared in accordance with Condition 26 above, shall be forwarded to the Consent Authority if so requested.
29. The Consent Holder shall ensure that a copy of the Contingency and Response Plan, prepared in accordance with Condition 26, is kept on site at all times and all

appropriate personnel listed under Condition 27 are made aware of the Plan's contents.

Rehabilitation Plan

30. Prior to any activities commencing under these consents, the Consent Holder shall prepare and submit to the Consent Authority a comprehensive site Rehabilitation Plan detailing the rehabilitation strategies for all facilities and operational areas to be adopted during operation of the mine and post-mining phase in order that compliance with all closure and rehabilitation conditions of the consents can be achieved.
31. The Rehabilitation Plan shall as a minimum address the following specific objectives:
 - a. To establish an appropriate vegetation cover.
 - b. To ensure short and long term stability of all structures and works and their surrounds.
 - c. To minimise maintenance after completion of rehabilitation.
 - d. To protect water and soil from the effects of erosion.
 - e. To restore all disturbed watercourses, including their banks and beds, to a natural and stable condition.
 - f. To ensure water leaving the Blackwater Gold Project site, including the portal and associated waste rock stacks, is in a condition suitable for aquatic life.
 - g. To remove all buildings, structures, plant and equipment including water treatment plant, if required.
 - h. To control pest plants on the Blackwater Gold Project site.
32. All rehabilitation shall address the following specific matters:
 - a. Topsoil and Vegetation Cover
 - i The Consent Holder shall as far as practicable, stockpile topsoil, unless the material is required for construction purposes. All salvaged material shall be used for rehabilitation purposes.
 - ii Revegetation shall be progressive as areas of practical working size become available.
 - iii All areas that have been revegetated under these consents shall be maintained as necessary to ensure that they meet the objectives under Condition 31 at all times.
 - b. Waste Rock Stacks
 - i The Consent Holder shall design and construct all waste rock stacks in accordance with the Annual Work Plan.
 - ii. The Consent Holder shall locate, form and shape all waste rock stacks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms.
 - iii. Waste rock stacks shall be progressively revegetated in accordance with other conditions of this consent.

- c. Removal of Buildings and Structures
 - i. Before the expiry of the consent, the Consent Holder shall remove all buildings, structures, plant and equipment (whether attached to the land or not) associated with the exercise of this consent, unless the landowner requires them to remain for future use.
 - ii This condition does not apply to any plant, equipment, or monitoring structure which is permitted or required to remain after this consent expires.
- d. Removal of Access Roads and Haul Roads
 - i. Any access roads and haul roads constructed within the area shall not remain in place for vehicle use in the future unless the landowner requires them to be left open.
 - ii. If any access roads/haul roads are not required, the road surface shall be ripped and all available soil material pulled back over the road.
 - iii. The road shall be contoured to conform to the surrounding landscape and revegetated in accordance with rehabilitation conditions of this consent.
 - iv. If any access roads/haul roads are not required, they shall have all bridges and culverts **removed** with the beds and banks of the watercourse returned to a natural and stable condition.

33. The Consent Holder shall undertake all rehabilitation in accordance with the Rehabilitation Plan prepared in accordance with Condition 30, except that the Rehabilitation Plan shall be reviewed annually and any amendments to the plan shall be reported in the Annual Work Plan.

Rehabilitation

- 34. Immediately following the commencement of activities under this consent, the Consent Holder shall initiate and maintain a programme of progressive rehabilitation and revegetation of the land in accordance with the specific objectives and matters set out in General Conditions 30-33 and in accordance with the Blackwater Gold Project Rehabilitation Plan prepared pursuant to Condition 30.
- 35. Once sites presently comprising indigenous forest are no longer required for mine operations (e.g., the margins of the Snowy Decline tunnel entrance), restoration will be undertaken using appropriate native species following the procedures outlined in the Blackwater Gold Project Rehabilitation Plan prepared pursuant to Condition 30.
- 36. Where practicable, the Consent Holder shall salvage all topsoil and forest duff including vegetation, subsoil, logs and boulders from areas to be disturbed under this consent, for use in rehabilitating areas of disturbance.

Annual Work Plan

37. Before exercising this consent, the Consent Holder shall submit the first Annual Work Plan to the Consent Authority and thereafter submit an Annual Work Plan prior to each anniversary of the date of commencement of the consent.
38. The Annual Work Plan shall include:
- a. A description of all the mining operations, mitigation measures, rehabilitation, monitoring and reporting carried out in the last 12 months.
 - b. An explanation of any departure in the last 12 months from the previous Annual Work Plan.
 - c. A detailed description of all mining operations, mitigation measures, rehabilitation, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - d. Long-term projections and intentions for mining operations in relation to the future exercise of this consent.
 - e. An explanation of any intended departure from any previous Annual Work Plan in the next 12 months.
 - f. A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps.
 - g. A summary of any complaints received and the mitigation measures adopted.
 - h. A full report describing and evaluating the mitigation measures used in the last 12 months.
 - i. A full report on the rehabilitation undertaken during the exercise of the consent and the results of these measures.
 - j. Plans showing the actual footprints of all works and structures and any proposed changes at the end of the next 12 months.
 - k. Plans showing the actual contours of all works and structures and any proposed changes in contours at 10 metre intervals at the end of the next 12 months.
 - l. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent.
 - m. An up to date and detailed calculation of the cost of rehabilitation of the site.
 - n. An up to date and detailed calculation of the costs of the monitoring required by the conditions of this consent and until the consent expires.
 - o. An up to date mine closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months, how the Consent Holder proposes to comply with the conditions of this consent on

closure and an up to date and detailed calculation of the costs of complying with all conditions of consent if mining were to stop in the next 12 months.

p. Any other information required by any other condition of this consent.

39. The up to date costs of rehabilitation, monitoring and compliance with all conditions of this consent, as required by Parts l to o of Condition 38 above shall be independently audited and provided to the Consent Authority with the Annual Work Plan.
40. The Consent Authority may at any time commission an additional independent audit of the costs of rehabilitation, monitoring and compliance with all conditions of this consent, as provided by Condition 39 above. The Consent Holder shall meet the costs of any such audit.
41. The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may reasonably request after considering any Annual Work Plan. This information or report shall be provided in the time and manner required by the Consent Authority.
42. The Consent Holder shall exercise the consent in accordance with the Annual Work Plan.
43. The Consent Holder may, at any time, submit to the Consent Authority an amended Annual Work Plan provided it complies with all other conditions of the consent.

Specific conditions for consent

44. The mine area boundaries shall be confirmed and clearly marked before any vegetation disturbance or earth works take place.
45. Public access is not to be permanently restricted on legal road reserve.
46. As far as practicable, lighting shall be focused and shaded to minimise glare and lightspill and so as not to create a nuisance to residents, traffic, or to act as a distraction to wildlife.
47. The colours used for all buildings and structures shall be recessive.
48. The modification of riparian margins associated with development of the Blackwater Gold Project shall be restricted to within the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of riparian margin modification shall not exceed those identified areas by more than 10%.
49. The removal of indigenous vegetation associated with development of the Blackwater Gold Project shall be restricted to within Section 10 Blk XVI Mawheraiti SD in addition

to the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of indigenous vegetation clearance shall not exceed those identified areas by more than 10%.

Construction and Operational Management Plan

50. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare and submit to the Consent Authority a Construction and Operational Management Plan that sets out the practices and procedures, with respect to construction and operation of the Blackwater Gold Project site, to be adopted in order that compliance with the conditions under this consent can be achieved.
51. The Construction and Operational Management Plan shall as a minimum address the following matters:
 - a. Description of all construction works, construction methods and equipment to be used.
 - b. Construction programme including timetable, sequence of events and duration.
 - c. Detailed design, location, operation and maintenance of stormwater runoff control and sediment control facilities during construction activities and operation of the mine site, including detailed engineering plans and design specifications for temporary and permanent silt dams and diversion channels.
 - d. Detailed plans and specifications for the alignment of the access road, the location and placement of the bridge and culverts, and areas of cut and fill on the roads.
 - e. Procedures for stripping and salvage of vegetation, soil material and other material suitable for rehabilitation purposes.
 - f. Landscaping and rehabilitation of disturbed areas after the initial construction phase at the Blackwater Gold Project site, where appropriate.
 - g. Monitoring, complaints and reporting procedures during construction activities and operation of the Blackwater Gold Project site.
 - h. Procedure for locating, recording and documenting historical mine sites at the Blackwater Gold Project site.
 - i. Training and supervision of operators and contractors during construction activities and operation of the Blackwater Gold Project site.
 - j. Detailed engineering plans and design specifications for the construction and maintenance (where appropriate) for the following structures and activities:
 - i. Mine decline and portal area.
 - ii. Silt dams and any other dam structures.
 - iii. All bridges and culverts.
 - iv. Waste rock stacks.
 - k. The Consent Holder shall provide a certificate(s) to the Consent Authority, signed by a Registered Engineer experienced in the construction of structures

stating that the engineering plans relating to the structures have been designed in accordance with accepted civil engineering practices and the Building Act.

- l. Details on the management of ore trucks operating on Snowy River Road. This shall include information relating to scheduling the movements of trucks and any passing bays required for trucks passing on Snowy River Road.
- m. Mitigation measures to avoid nuisance dust emissions from the Blackwater Gold Project.

52. The Construction and Operational Management Plan shall comply with the relevant conditions of this consent and may be amended, as the Consent Holder considers appropriate during the period of this consent. Any amendments to the Plan must be submitted to the Consent Authority as soon as practicable.

53. All activities authorised by this consent shall be undertaken in accordance with the provisions of the Construction and Operational Management Plan prepared pursuant to Condition 50 of this consent.

Hours of Operation

54. Mining and ancillary activities may operate 24 hours a day, seven days a week.

Truck Operations

55. Trucking movements along Snowy River Road related to mining and ancillary activities shall only occur between the hours of 7am and 9.30pm.

56. Truck movements related to mining and ancillary activities along Snowy River Road shall not exceed a maximum of 28 vehicles trips per day. Notwithstanding this, for 60 days per annum this may increase to 48 vehicle trips per day provided that the Consent Holder shall give 5 days notice of truck movements to the occupiers of land in Snowy River Road.

57. Trucking operations shall be scheduled around the school bus timetable so trucks are not using Snowy River Road when the school bus is using the road.

Roading

58. That the road to be formed on Council road reserve, or any alterations, upgrades or additions to existing road on road reserve shall be formed in accordance with NZS 4404: 2010.

59. Prior to any works being undertaken in accordance with Condition 58, the Consent Holder shall submit 'proposed' engineering designs including plans and specifications identifying the extent of the proposed road construction works, together with a Design and Access Statement prepared in accordance with NZS4404:2010. The engineering designs shall include details of all aspects of the alterations and certification from a Chartered Professional Engineer practising in Civil Engineering that all proposed works comply with NZS 4404:2010. The designs are to be approved by Council's Manager of Operations prior to physical works being undertaken.

Advice Note: The applicant will seek approval from Council's Manager of Operations for any variation to the requirements of NZS 4404:2010. Any variation approved will be recorded in writing and must be confirmed prior to construction.

60. All construction work on road reserve is to be undertaken by a Council approved contractor.
61. The consent holder shall install all road marking and signage on road within Council road reserve outlined in Condition 59 in accordance with NZS4404:2010.
62. On completion of the road construction and prior to the commencement of activities on site, certification in accordance with NZS4404:2010 from the supervising Chartered Professional Engineer who oversaw the construction of works within the road reserve outlined in Condition 59, shall be provided to Council confirming that the roading has been constructed to the design approved under Condition 59. The Chartered Professional Engineer must also prepare and supply to the Council As-Built plans in a form acceptable to Council as outlined in Appendix 1. In accordance with NZS4404:2010 the Chartered Professional Engineer shall provide test results for all materials used as requested by the Council's Manager of Operations
63. That any damage to the roads attributable to the mining operations will be repaired by the consent holder. Damage is to be repaired as soon as possible.
64. The consent holder shall seal Snowy River Road from the end of the existing seal to the turn off to the proposed bridge over the Snowy River. This is a distance of approximately 500 metres.
65. The Consent Holder shall maintain the access road and bridge for the duration of the consent.
66. The consent holder shall construct passing bays on Snowy River Road. The number, location and formation standards of these are to be agreed by the Manager Operations through the 'proposed' engineering designs which are required under Condition 59. Passing bays shall be entirely constructed on the legal road reserve.
67. Trucks using Snowy River Road in relation to mining and ancillary activities shall only pass each other using constructed passing bays.
68. Standard New Zealand Transport Agency warning signs (type PW-31) are to be placed on Snowy Road stating, "Children". These signs to be paid for by applicants and placed near the Mossy Creek Bridge No.1 and the State Highway 7 intersection of Snowy River Road.
69. That all ore is to be transported using truck and/or truck and trailer units. These trucks and trailers are to be covered.

70. The Snowy Road intersection with State Highway 7 shall be widened in accordance with NZ Transport Agency's Rural Road Intersection layout, but without the requirement for kerbing and channelling.
71. The centre of Snowy River Road at the intersection with State Highway 7 will be relocated north by approximately 10 metres and will be aligned perpendicular to State Highway 7 over the last 10 metres.
72. Full seal widening in accordance with Rural Road Intersection layout shall be undertaken on State Highway 7 south of the Snowy River Road intersection. Seal widening to the north of the Snowy River Road intersection shall be shortened to accommodate the guardrail on the approach to Snowy River bridge.
73. The Snowy River Road approach to the intersection with State Highway 7 shall be widened for approximately 50 metres down Snowy River Road from the intersection.
74. Truck crossing signs shall be installed to the north and south of the Snowy River Road intersection with State Highway 7.
75. Those works identified in conditions 70 to 74 shall be completed within one month of the excavation of the surface decline commencing except where this would result in the works occurring during 1 May to 30 September outside the 'sealing season' in which case the works will be completed within one month of (the next occurring) 1 October.

Blasting

76. A programme of blasting times shall be notified publicly by way of notice erected at the road entrance to the mine area and by circular or public advertisement to local residents, the Department of Conservation, West Coast Regional Council and the Buller District Council prior to any such blasting taking place and at regular intervals not exceeding twelve months thereafter (this notice can be contained in the annual work plan provided to the Buller District Council in accordance with condition 37). Changes to the blasting programme shall be notified at least three days prior to implementation.
77. Blasting above-ground shall be restricted to the hours between 6:30am and 6pm during portal development.
78. There shall be no restriction on the hours during which underground blasting may be undertaken.
79. Sound generated by the use of explosives shall be assessed within the notional boundary of any dwelling not owned by the Consent Holder other than on the site to which the consent applies, and shall not exceed a peak overall sound pressure level of 120 dBC measured at a suitable location as specified in AS2187.
80. Subject to application of NZS 6801:1991 and NZS 6802:1999 for measurement of sound, all use of explosives and measurement shall be in accordance with Australian

Standard AS 2187.2 – 1993 "Explosives – Storage, Transport and Use, Part 2 Use of Explosives".

81. Details of all blasts shall be entered into a record book kept for that purpose and shall be available to the Buller District Council on request.
82. The peak overall sound pressure level due to air blast shall not exceed 128 dB linear unweighted measured at any private residence not owned by the Consent Holder.
83. Ground vibration levels measured at any residence not owned by the Consent Holder shall not exceed 10 mm per second peak particle velocity measured in the frequency range of 3 hertz to 20 hertz, thereafter NZS 4403 Code of Practice for the Storage, Handling and Use of Explosives or any other Codes of Practice which may from time to time be current shall apply.
84. The Consent Holder shall monitor blasting activities. Monitoring sites shall be located 20 metres from the most exposed face of the two dwelling houses closest to the Snowy Decline which are not owned by the Consent Holder. Any exceedances shall be reported to the Council within 48 hours of recording.
85. The Consent Holder shall undertake blast monitoring at three monthly intervals for at least 12 months following the commissioning of the Snowy Decline. In the event of the above monitoring indicating compliance with the conditions, the frequency of monitoring will change from three monthly to six monthly periods with results being reported in the annual work plan.

Heritage

86. If previously unrecorded archaeological material is uncovered or observed during work in any location (and in accordance with condition 87 – 89) work shall cease immediately. An archaeologist should be brought onto site to record the disturbed material and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.
87. Notwithstanding condition 88, an archaeologist shall be present to monitor all work that involves disturbance to any known archaeological site to record sites or information that may be revealed, and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.
88. An Accidental Discovery Protocol shall be prepared to establish procedures for identifying, reporting and managing any features of archaeological significance that may be uncovered during the exercise of this consent.

89. Should any cultural artefacts be discovered during the development, the applicant will inform Te Runanga O Ngai Tahu and Te Runanga O Ngati Waewae of the discovery.

Noise

90. Subject to the express provisions of this condition noise level shall be measured in accordance with the requirements of New Zealand Standard, NZS 6801: 1999 “*Acoustics - Measurement of Environmental Sound*”. And assessed in accordance with the provision of the New Zealand Standard, NZS 6802: 1991 “*Assessment of Environmental Sound*”.

Note: the measurement of noise differs to the measurement of blasting noted in conditions 76-85.

91. All equipment and machinery shall be regularly maintained to ensure noise levels are as low as reasonably attainable but at no time shall they exceed the levels permitted by the consent.
92. The consent holder shall prepare, adopt and maintain a Trucking Noise Management Plan for the Blackwater Gold Project Mining operations. This plan is to detail measures to mitigate production of unreasonable noise associated with trucking operations. This shall include information relating to the speed of trucks, hours of operation of trucks, maintenance of roading surfaces and maintenance of trucks and associated equipment.

Operational Noise

93. All activities shall be carried out so as to ensure the following noise limits are not exceeded within the timeframes stated:
- 8 am- 11pm daily Monday to Friday and Saturday 8am to 6pm 55dBA L₁₀
 - at all other times including any public holiday 45dBA L₁₀ 75dBA L_{max}

The assessment location shall be at any point within the notional boundary of any dwelling other than a dwelling on the site to which the consent applies. Sound levels shall be assessed in accordance with the provisions of NZS 6802:1991 *Assessment of Environmental Sound*. Adjustments for special audible characteristics, if warranted, shall apply as provided for in clause 4.3-4.4 of NZS 6802:1991.

Construction Noise

94. Construction noise from activities on the site shall be measured and assessed in accordance with NZS 6803:1999 *Acoustics – Construction Noise* and subject to the proviso following the table, shall not exceed the noise limits for the relevant timeframe stated in Table 1 below.

Table 1 Noise Limits for Construction Noise

Time of week	Time period	Duration of work*					
		Typical duration dBA		Short term duration dBA		Long term duration dBA	
		Leq	Lmax	Leq	Lmax	Leq	Lmax
Weekdays	0630-0730	60	75	65	75	55	75
	0730-1800	75	90	80	95	70	85
	1800-2000	70	85	75	90-	65	80
	2000-0630	45	75	45	75	45	75
Saturdays	0630-0730	45	75	45	75	45	75

	0730-1800	75	90	80	95	70	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75
	0630-0730	45	75	45	75	45	75
Sundays and public holidays	0730-1800	55	85	55	85	55	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75

"Duration of work" – In this table:

"short-term" means construction work at any one location for up to 14 calendar days;

"typical duration" means construction work at any one location for more than 14 calendar days but less than 20 weeks; and

"long-term" means construction work at any one location with a duration exceeding 20 weeks.

Provided that the provisions of the Standard related to the duration of construction events and the more or less stringent noise limits in Table 1 which are applicable in such circumstances shall apply.

Noise and Vibration Monitoring

95. The Consent Holder shall be responsible for monitoring noise generated by any activities on the site. For construction noise, monitoring shall be every month for 6 months then should no non compliances occur, every 6 months during the decline portal construction, monitoring is also required in the event any complaints are received.
96. For non-construction activities, monitoring shall be undertaken one yearly intervals' or as it is necessary to identify problem sources of noise. Measurements shall be undertaken by suitably trained staff working under the direction of an appropriately qualified person.
97. Where the Consent Holder detects a breach of the noise limits contained in the conditions of consent, the Consent Holder shall immediately investigate the activity identified as responsible for the breach and ensure that appropriate remedial action is taken to comply with the noise limits in these conditions.
98. Reports on Noise Monitoring activities shall be forwarded to the Council on request and at least annually within one month of the anniversary of the issue of this consent or be contained in the Annual Work Plan or other convenient date as may be agreed between the Consent Holder and the Council.
99. The Consent Holder shall maintain a written register of all complaints regarding noise including vibration. The Consent Holder shall advise the Buller District Council within 48 hours of any complaint regarding operational or construction noise and of the action taken to remedy or mitigate the cause of the complaint. A report relating to noise emissions for the previous year shall be compiled annually contained in the annual work plan and include the following:

- (ii) The results of noise and any vibration monitoring together with interpretative comments;
- (iii) The measures adopted to control emissions and the success of these measures;
- (iv) Any modifications to be introduced to more effectively control noise levels at the site;
- (v) Any incidents or problems with achieving consent compliance;
- (vi) A summary of any complaints received and the mitigation measures that were adopted.

Development Contribution

100. Should the value of the proposed development amount to a total of \$500,000 or above, in accordance with Part 8 of the Buller District Plan a financial contribution of cash shall be paid to Buller District Council for the provision of reserves and facilities. The calculation for assessing the financial contribution shall be 0.5% of the total value of the development. The consent holder shall advise Council of the value of the proposed development, and shall pay the cash amount of the contribution to the Buller District Council prior to the commencement of any works covered by this consent. The calculation of the development contribution shall be based on the estimated costs of the following components of the activity:
- a. Construction of buildings (i.e. total cost of all buildings),
 - b. Costs of drainage works and road formation, and
 - c. Costs associated with removal of vegetation (excluding costs of rehabilitation planting etc).

Surrender of Previous Consent

101. The physical works approved under this consent cannot be undertaken until such time as Resource Consent 040010 issued by the Buller District Council has been surrendered.

NOTES:

1. A monitoring fee of \$100 has been included on your consent invoice to contribute towards the costs associated with monitoring consent conditions. Please note that further fees are likely in accordance with Condition 2.
2. If you do not understand any or all conditions of this consent, please contact Council's Planning Department for clarification before starting work.
3. Pursuant to Section 127(1) of the Resource Management Act 1991, the consent holder may apply to the consent authority for a change or cancellation of any condition of this consent within five years from the date of issue.
4. Pursuant to Section 128(1)(a) and 128(1)(c) of the Resource Management Act 1991, the Consent Authority may review any condition of this consent within eight years from the date of issue for any of the following purposes: (a) To deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage; or (b) To deal with inaccuracies contained in the consent application that materially influenced the decision made on the application and

are such that it is necessary to apply more appropriate conditions; or (c) To assess the appropriateness of imposed compliance standards, monitoring regimes and monitoring frequencies and to alter these accordingly.

5. This consent shall lapse ten years after the decision date if not given effect to.
6. The applicant has agreed to placing a speed limit on their ore trucking contractors of 50kph on Snowy River Road between Mossy Creek Bridge No.1 and State Highway 7.
7. The Consent Holder shall submit a Traffic Management Plan to Transit New Zealand's State Highway Network consultants', Opus International Consultants Limited, for approval prior to construction works on State Highway 7 commencing.
8. The Consent Holder shall contact Transit New Zealand's State Highway Network consultants', Opus International Consultants Limited, for approval to work on State Highway 7 pursuant to section 51 of the Transit New Zealand Act 1989 at least three weeks prior to any works being undertaken.
9. The consent holder will require a building consent and specific approval from the Buller District Council Operation Department for the bridge over the Snowy River.
10. Building consent from the Buller District Council may be required for the erection and removal of fences greater than 2 metres in height, any buildings and ventilation shafts.

PLANNING OFFICER'S REPORT

A copy of the Planning Officer's Report is attached to this consent. The Officer's Report outlines the reasons for the decision.



Dated at Westport this 19th day of May 2014

DECISION REPORT – NOTIFIED CONSENT – RC130025

DATE: 28 April 2014

TO: Delegated Planning Sub-Committee

REPORTING OFFICER: Annie Radford - Senior Planner, Buller District Council

Applicant: Tasman Mining Limited (transferred 01 July 2024)
~~Oceana Gold (New Zealand) Limited~~

Legal Description: Part Crown Forest Land, Block IV, Mawheraiti Survey District; Crown land (under action) Town of Waiuta; Section 2, Block XIII, Waitahu Survey District; Sections 43 and 48 Town of Waiuta; Lot 1 Deposited Plan 15304, Block XIII, Waitahu Survey District; Section 6 SO 432116; Legal Road Reserve Snowy River Road; Section 9 and 10 Blk XVI Mawheraiti SD

Computer Freehold Register: NL2D/809, NL10A/347, 401100, 18943.

Zoning: Rural Zone - Buller District Plan

Consents Sought: Land Use consent to develop and operate an underground gold mine targeting Birthday Reef and associated works – Restricted Discretionary Activity

The associated works include:

Land use consent for Vegetation Clearance and incidental earthworks (excluding wetland) from 0.5ha up to 5ha per site, in total, over any continuous three year period. – Controlled Activity

Modify Riparian Margin within 10m of the Snowy River riverbank for construction and use of a bridge across Snowy River to the Blackwater Mine Site – Discretionary Activity

Construct road on legal Road reserve to link Snowy River Road to an access bridge and road improvements including the addition of passing bays and widening (for mitigation purposes) – Discretionary Activity.

Overall Activity: Discretionary Activity

1.0 Application Description

- 1.1 The application is for consent to develop and operate an underground gold mine targeting the Birthday Reef below the abandoned Waiuta township. All surface activity will be located at the Snowy River Road site on the true right bank of the Snowy River. Access will be via a twin-tunnel decline which will be approximately 3,300m long. The surface infrastructure at the Snowy River Road site will include:

- A waste rock stockpile;
 - Mine Water Treatment facilities and water management ponds;
 - Ventilation fan;
 - Compressor Plant;
 - Electrical switch yard;
 - Explosive magazine;
 - Office and ablution blocks, greywater/sewage system;
 - A single bay workshop and store with a washdown slab, fuel farm and fuelling pad;
 - Vehicle parking area;
 - Roading and a bridge across the Snowy River.
- 1.2 This application is the revised plan of the Blackwater Project which was approved under Resource Consent RC04/10 which was both granted and given effect to in 2004. However due to difficulties experienced on site all physical works on the project had ceased by the end of January 2005. This project has since been revisited and altered in order to overcome those difficulties and make the project possible and more economically viable than the original.
- 1.3 This new application is very similar to that approved within RC04/10 and seeks to approve the alterations to the existing consent. Oceana Gold Ltd intends to surrender the original consent upon exercise of this application.
- 1.4 As such the original consent forms part of the existing environment against which this new application must be considered and, if approved, the consent would essentially result in an amended version of the existing and enacted resource consent.
- 1.5 Therefore in assessing this application, and the parties considered potentially affected by it, the aspects of the proposal that differ from that previously approved under RC04/10 are those to be considered and are the specific areas of interest and discretion for the processing of this application.
- 1.6 The key differences are as follows, and will be discussed in detail later within part 6.3 of this report :
- The re-location of the Snowy River Road site. This was previously located on the adjoining site to the South of the current application site, which is under the ownership of Ngai Tahu Forest Estates Limited.
 - The location of the surface infrastructure is now only to be at the Snowy River Road Site. In the previous consent it was to be located at both the Snowy River Road Site and at the Prohibition Shaft in the Waiuta township which will now have no surface activity;
 - The waste rock stack at the Snowy River Road Site is to increase in size from the approved 0.07Mm³ to 0.8Mm³ at closure, with a maximum volume of 1.1Mm³ during mining;
 - The duration of the development phase will increase from 1 year to 3 years as a result of the amended operation plan, with an addition of 1 year for the mine

closure. The timeframe for the actual mining phase is to remain at 7 years as approved within RC04/10.

- The traffic movements per day to the Snowy River Road site are to remain as approved in RC04/10. There will be an overall reduction in traffic movements as the consent will no longer require the traffic movements to the township of Waiuta.
- There are to be alterations to the water management on site, this will be assessed by the West Coast Regional Council and as such is not discussed further within this report.

2.0 Subject Site and Local Environment

- 2.1 The subject site consists of several block of land which include the site for the surface infrastructure at Snowy River Road, the sites under which the decline shall run and the location of the mine site itself.
- 2.2 I undertook a site visit of the surface infrastructure site located on Snowy River Road on 21 March 2013.
- 2.3 The surface infrastructure site is located adjacent to, and to the north of, the site that was approved under RC04/10. The site is located to the north east of both the Snowy River and Snowy River Road towards the eastern end of the road. The site is currently accessed via 4-wheel drive vehicles across the Snowy River and Section 10 Block XVI, in the approximate location of the proposed road and bridge from Snowy River Road to the site via Section 9 Block XVI which is located to the west of the river.
- 2.4 The site where the majority of the proposed works are to be sited, including the portal and surface infrastructure, is Section 10 Block XVI which is located to the east of the river. The site is heavily covered with a variety of trees and shrubs over the majority of the site, in particularly to the east and west boundaries. The site is relatively level in the area to be occupied.
- 2.5 Further details of the site and photographs can be found on the resource consent file.

3.0 Buller District Plan

- 3.1 The rules of the Buller District Plan (the Plan) (operative January 2000) that are relevant to this application are as follows:
 - Rule 5.3.2.4.3. - Mining and incidental earthworks.
 - Rule 5.3.2.2.1. - Indigenous vegetation clearance and incidental earthworks (excluding natural wetlands) from 0.5ha up to 5.0ha per site, in total, over any continuous three year period.
 - Rule 5.3.2.3.1. - Any land use activity which complies with the standards for discretionary activities in Table 5.7 and is not a permitted or controlled activity - Riparian Margins – No modification within 10m of the riverbank or streambank except as provided in 5.3.2.5.6
 - Rule 6.4.2.6 – New roads and associated facilities including retaining walls, culverts, bridges, traffic signs and control devices on legal road – Discretionary Activity.

4.0 Notification and Submissions

- 4.1 This application was limited notified in accordance with Section 95B of the Resource Management Act 1991 (the Act) on the 17 April 2013 with submissions closing on 15 May 2013. A list of those persons who were directly served with notice of the application is contained in the resource consent file.
- 4.2 A total of 8 submissions were received for this application, 3 in support, 2 in opposition and 3 neutral. Three parties wished to be heard in relation to their submission one of each.

Submitter	Address	Support/ Opposition	Reasons/ Issues raised	Wishes to be heard
Gaylene Sweeney	Snowy River Road	Opposition	Concerns about increased heavy traffic.	Yes – see 4.3 below
N Ward & C Doreen	Snowy River Road	Opposition	Against use of Snowy River Road as a haul road due to noise and road safety. Seek reduced truck hours to 7am-7pm, bund wall on front road verge, use different road for haulage.	No
Brent Hampton	Snowy River Road	Neutral	Queries regarding boundaries.	Not stated - see 4.4
New Zealand Transport Agency	Christchurch	Neutral	Amend proposed conditions to refer to rural intersection standards.	Yes – see 4.5 below
Land Information New Zealand	Queenstown	Neutral	No comment.	No
Ngai Tahu	Christchurch	Support	In support of the development provided activities undertaken in ways which respect the receiving environment and wish to participate in development of conditions.	Yes – see 4.6 below
New Zealand Historic Places Trust	Christchurch	Support	Written approval given.	No
Granville Mining Ltd	Box 35 Totara Flat Westland	Support	No Comments	Not stated

- 4.3 Gaylene Sweeney had not originally been considered an affected party as the property owned (on Mossey Creek Road) had given written approval to the original application in 2004 and there were considered to be no additional adverse affects. However since this time Ms Sweeney has also purchased an additional property located on Snowy River Road and as such should have been included in the notification. Ms Sweeney did submit on the application and did wish to be heard, however prior to the hearing an

email was received stating that her objection to the proposal and wish to be heard had been withdrawn.

- 4.4 Although Brent Hampton had not stated whether or not he wished to be heard regarding his submission it was later confirmed to the West Coast Regional Council that he did not wish to be heard in support of his submission.
- 4.5 The NZTA removed their wish to be heard on their submission on 25 July 2013 after the applicant volunteered the conditions required by NZTA.
- 4.6 Ngai Tahu and Ngati Waewae both removed their wish to be heard on 12 July 2013 after further discussions with the applicant.
- 4.7 Further discussion with respect to the matters raised in the submissions is contained in Section 6.0 of this report.

Section 100 of the Act

- 4.5 Due to the nature of the proposal, its status within the Plan, that no submitters wish to be heard and the applicant has not requested to be heard, a hearing is not considered necessary pursuant to Section 100 of the Act.

5.0 Part 2 of the Act

- 5.1 This application has to be considered, subject to Part 2, on its merits in accordance with the provisions of Section 104 of the Act. Conditions of consent may be imposed pursuant to Section 108 of the Act should consent be granted.

- 5.2 Section 5 sets out the Purpose of the Act, and states:

- (1) *The purpose of this Act is to promote the sustainable management of natural and physical resources.*
- (2) *In this Act, sustainable management means managing the use, development, and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural wellbeing and for their health and safety while—*
 - (a) *Sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and*
 - (b) *Safeguarding the life-supporting capacity of air, water, soil, and ecosystems; and*
 - (c) *Avoiding, remedying, or mitigating any adverse effects of activities on the environment.*

- 5.3 Section 6 details matters of national importance to be recognised and provided for. Of relevance to this application are:

- (a) *the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use, and development;*
- (d) *the maintenance and enhancement of public access to and along the coastal marine area, lakes, and rivers;*

- (e) the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga:*
- (f) the protection of historic heritage from inappropriate subdivision, use, and development:*

5.4 Section 7 provides other matters that Council shall have particular regard to. Of relevance to this application are:

- (a) kaitiakitanga:*
- (aa) the ethic of stewardship:*
- (b) the efficient use and development of natural and physical resources:*
- (c) the maintenance and enhancement of amenity values:*
- (d) intrinsic values of ecosystems:*
- (f) maintenance and enhancement of the quality of the environment:*
- (g) any finite characteristics of natural and physical resources:*

5.5 Section 8 relates to the principles of the Treaty of Waitangi. Discussions between the applicant and local iwi have taken place and no specific issues in this regard have been raised by the applicant or submitters with the Council as such and I am satisfied that there are no outstanding matters pertaining to the Treaty of Waitangi that are of a concern for this application.

6.0 Section 104 of the Act - Assessment of Application

6.1 Under Section 104 of the Act:

- (1) When considering an application for a resource consent and any submissions received, the consent authority must, subject to Part 2, have regard to—*
 - (a) any actual and potential effects on the environment of allowing the activity; and*
 - (b) any relevant provisions of—*
 - (i) a national environmental standard:*
 - (ii) other regulations:*
 - (iii) a national policy statement:*
 - (iv) a New Zealand coastal policy statement:*
 - (v) a regional policy statement or proposed regional policy statement:*
 - (vi) a plan or proposed plan; and*
 - (c) any other matter the consent authority considers relevant and reasonably necessary to determine the application.*

6.2 As this application is for a Discretionary activity, Section 104B of the Act is also relevant:

104B. Determination of applications for discretionary or non-complying activities

After considering an application for a resource consent for a discretionary activity or non-complying activity, a consent authority—

(a) may grant or refuse the application; and

(b) if it grants the application, may impose conditions under section 108.

Section 104(1)(a) - Actual and Potential Effects on the Environment

6.3 An assessment of the actual and potential effects on the environment of allowing the activity indicates that no significant adverse environmental effects are likely. I consider that the adverse effects of the activity on the environment will be no more than minor as discussed in detail below.

(i) As previously discussed, the applicant has an existing underground mining consent RC04/10, which has been enacted and as such forms part of the existing environment when assessing this application. That consent is for an activity of a very similar nature to this application and is intended to be replaced by the current application. As such the differences between that existing consent and this application are the areas to be considered in terms of effects of this activity, and so discussed in this report.

(ii) This proposal requires Land Use consent under a number of rules contained within the Buller District Plan (the Plan). Following a site visit and consideration of matters addressed in the application and raised by submitters, I consider that the effects on the environment of allowing the activity can be categorised into the following:

- Amenity
- Servicing, Access and Roading
- Financial Contributions
- Indigenous Vegetation and Riparian Margins
- Cultural/Historic
- Hazardous Substance
- Land Stability
- Positive Effects

(iii) Amenity

- a. The proposed location for the Snowy River Road Mine Site is immediately adjacent to that approved in RC04/10, being now located directly to the north of the original site. As such the affects of this slight relocation of site are minor and are restricted to the immediate neighbours, as it is considered that from further a-field there will be no discernable change. Those parties considered affected by this element of the application have given written approval to the application or were considered an affected party but did not submit on the application.
- b. All the surface infrastructure will now be located at the Snowy River Road site rather than being divided between this and the Waiuta site. As above those parties considered potentially affected by this have either given written approval to the application or were notified but did not submit on the application.
- c. The decline tunnel itself has been moved slightly to the north of the previous route. Those parties considered potentially affected by this have either given

written approval to the application or were notified but did not submit on the application.

- d. A larger waste rock stack is required to be located at the Snowy River Road site than in the previous consent due to the removal of the Waiuta site. Those parties considered affected have all given written approval to the activity. In addition the site is well screened with mature vegetation to the west boundary which will effectively screen the proposal from the surrounding land users, the road and Snowy River. To ensure safety the waste rock stack has been designed and will be built in accordance with the NZ Society of Large dams 2000 'Dam Safety Guidelines' as outlined in the Engineering Geology Ltd Waste Rock Stack Engineering Report which was submitted with the application.
- e. A certain level of noise and blasting disturbance from the mine site was already approved within the original consent. Two reports have been submitted with the current application, being the "Mining Vibration Assessment – Blackwater Underground Mine" prepared by Technick Consulting dated February 2013, and "Assessment of Noise Effects" prepared by Hegley Acoustic Consultants, dated February 2013. The noise report states that the noise effects at the nearest neighbours will be less than minor and will comply with the noise requirements of both the Buller District Plan and NZS 6803:1999 Acoustics – Construction Noise. The blasting report also identified that the proposed blasting program was not likely to cause any adverse effects or discomfort to the neighbouring properties and that the best practice techniques used would ensure that significant adverse effects would not arise.
- f. Conditions regarding several areas of the day to day mine operation have been recommended for inclusion in the conditions of consent. In addition various Management Plans, in addition to the Annual Work Plan are required for submission to the Council to ensure that the mine shall be operated in accordance with the proposal. The recommended conditions of consent also include conditions about monitoring, complaints procedures and the retention of a bond, which will further ensure good practices are followed.

(iv) Servicing, Access and Roothing

- a. The proposed mine will result in an increased use of the roading network from current levels, however as the existing consent RC04/10 has been enacted this activity, and so to its effects, must be considered as part of the existing environment in terms of consenting. As such there will be no increased effects from, or increased number of traffic movements of both light and heavy vehicles, along Snowy River Road from the currently approved levels when RC04/10 is surrendered. Further there will be less overall impacts in the immediate area as the previously consented traffic movements along Blackwater Road have been removed from this application due to the amended design. As such no parties are considered affected by the traffic movements in terms of numbers per day.
- b. The applicant has volunteered those conditions that were set on the last consent, being RC04/10, where they relate to the amended activity. As such there will be no alteration/increased effects from the original consent in terms

of roading and infrastructure as these conditions ensure the proposal will provide safe roading improvements adequate to service the proposal. Any alteration to these are a result of altered standards of formation or as a direct requirement of Councils Operations Department or by the New Zealand Transport Agency (NZTA), as a submitter on the application. The resulting conditions are considered appropriate to provide a safe roading network and access to the State Highway for both the applicant and other users in this area.

- c. No concerns with respect to the provision of services have been raised. Due to the rural zoning of the site, and the lack of reticulated services in the area, I am satisfied that the provision of services for water, stormwater, sewage, power and telecommunications will be effectively dealt with on site.

(v) Financial Contributions

- a. The applicant had requested that the condition within the original consent be removed when consenting this application as the value of the proposal should not reach the cost of \$500,000, when a development contribution would be required. However it is recommended to retain this condition and ensure that wording requires a contribution '*should*' that value be reached. Retaining the condition allows for a more consistent approach, so as to remain in accordance with other mine consents, and as outlined in the Plan.

(vi) Indigenous Vegetation and Riparian Margins

- a. The majority of the Snowy River Road site is in paddock, exotic trees and gorse, having been highly impacted by cattle grazing with areas also having been disturbed by historic gold dredging. After reviewing the application, plans and the associated reports I am satisfied that there will be no increased effects in terms of indigenous vegetation removal arising from the proposed alteration to mining sites. The conditions of consent will ensure that this is not increased beyond that outlined in the application.
- b. Works within the riparian margins of Snowy River are required in order to construct a bridge for site access. However the recommended conditions will ensure that these works are kept to a minimum.

(vii) Cultural/Historic

- a. Ngai Tahu, Ngati Waewae and New Zealand Historic Places Trust have all either given written approval to the activity or removed their wish to be heard after negotiations with the applicant about conditions of consent. As such it is considered that the conditions of consent sufficiently prevent or mitigate any potential adverse effects of the activity on any historic or cultural items or values.

(viii) Hazardous Substance

- a. The recommended conditions of consent which relate to hazardous substances are considered appropriate and sufficient to ensure that any potential effects of their use will be avoided, remedied or mitigated.

(ix) Land stability

- a. There is not anticipated to be any subsidence resulting from the construction of the decline or from the mining itself. However the recommended conditions

relating to subsidence monitoring will ensure that no adverse affects relating to ground subsidence arise. These conditions have been confirmed as being sufficient for a mine of this size and nature by GHD Consultants the authors of the Subsidence Assessment submitted with the application.

(x) Positive Effects

- a. As the previously approved mine is not economically viable the proposal alterations will create 30-50 jobs during the construction phase and 70-90 jobs over the 7 years of operation, with the associated positive flow on effects within the community.
- b. The proposal shall maintain the character and amenity of the area and enable the company to access the resource in an economically viable way.
- c. In my opinion the recommended conditions of consent will effectively avoid, remedy or mitigate the potential adverse effects of the activity, and those effects that vary from the originally approved consent.
- d. Whilst the proposal will alter the visual environment on the site and the character and amenity of the area the proposal is not considered to detract from the “existing” amenity as the mine approved in RC-04/10 must be considered as being part of the existing environment.

Conclusion

- 6.4 Taking into account the assessment above, in my opinion the proposal will have no more than minor effects on the environment.

Section 104(1)(b) - Relevant provisions of standards, policies and plans

West Coast Regional Policy Statement

- 6.5 The West Coast Regional Policy Statement has been incorporated into the policies, objectives and rules of the Buller District Plan. An assessment of the Plan will therefore be consistent with the Regional Policy Statement. It is further noted that a separate decision for is activity is likely to be issued by the West Coast Regional Council (13042/1-13042/15).

Buller District Plan (Operative January 2000)

- 6.6 I have reviewed the relevant objectives and policies contained within Part 4 of the Plan (and included as Appendix One to this report). I have assessed the proposal against these objectives and policies and in my opinion the proposal is consistent with them.

Section 104(1)(c) – Other Matters

- 6.7 The applicant has agreed to an extension to the processing timeframes in relation to this consent.
- 6.8 There are considered to be no other matters of relevance to this application.

7.0 Conclusion and Recommendation

- 7.1 I recommend that this application be granted subject to the recommended conditions of consent in Section 8.0 below.

8.0 Recommended Conditions of Consent

1. The activity shall proceed in accordance with the submitted application received by Council on 4 March 2013 and the relevant plans as detailed above and stamped as approved, except where the following conditions take precedence.

CONDITIONS:

Pursuant to Section 108 of the Resource Management Act 1991 this consent is granted subject to the following conditions:

General

1. All activities authorised by these consents shall be undertaken in accordance with the information contained in the Application, Assessment of Environmental Effects (OceanaGold (New Zealand) Limited, Blackwater Gold Project, February 2013) ("the Assessment of Environmental Effects"), and all supporting technical documents and plans, as provided to the Consent Authority, except where inconsistent with these conditions, in which case the terms and conditions of this consent shall prevail.

Fees

2. The Consent Holder shall pay to the Consent Authority such administration, supervision and monitoring fees as are fixed from time to time by the Consent Authority in accordance with Section 36 of the Act. The Consent Holder shall meet the reasonable costs of compliance with all requirements and conditions of these consents.

Complaints and Non-compliance

3. The Consent Holder upon receipt of any complaint shall promptly investigate the complaint, take action to remedy or mitigate the cause of the complaint and inform the Consent Authority as soon as practicable of the details of the complaint and the action taken.
4. The Consent Holder shall maintain and keep a complaints' register for all aspects of operations in relation to these consents. The register shall detail the date, time and type of complaint, cause of the complaint, and the action taken by the Consent Holder in response to the complaint. The register shall be available to the Consent Authority at all reasonable times. Complaints, which may infer non-compliance with the conditions of these consents, shall be referred to the Consent Authority as soon as practicable.
5. Unless otherwise stated within these consents, in the event of any breach of compliance with the conditions of these consents the Consent Holder shall notify the Consent Authority within 48 hours of the breach being detected. Within 5 days of any breach the Consent Holder shall provide written notification to the Consent Authority which explains the cause of the breach, and if the cause was within the control of the Consent Holder, steps which were taken to remedy the breach and steps which will be taken to prevent any further occurrence of the breach.
6. The Consent Holder shall remain liable under the Act for any breach of conditions of these consents which occur before the expiry of the consent and for any adverse

effects on the environment which become apparent during or after the expiry of these consents.

Notification of Exercise of Consent

7. The Consent Holder shall notify the Consent Authority in writing of the intention to exercise this consent at least four weeks prior to, but not more than six months prior to, the commencement of any activities authorised by this consent.
8. Notwithstanding Condition 7, the Consent Holder shall notify the Consent Authority in writing as soon as practicable of the date that activities first commence under this consent.
9. The Consent Holder shall notify the Consent Authority in writing of the intention to cease the exercise of this consent at least 6 months prior to the activities under this consent ceasing.
10. The Consent Holder shall notify the Consent Authority in writing as soon as practicable after activities under this consent cease.

Lapsing of Consents

11. Pursuant to Section 125(1) of the Act all resource consents shall lapse on the expiry of ten years after the date of commencement of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1)(b) of the Act, or the Consent Authority grant a longer period of time.

Bonds

12. The consent holder shall provide and maintain in favour of the West Coast Regional Council and the Buller District Council (jointly for their respective interests) ("the Councils") a bond or bonds to secure the compliance by the consent holder with all of the conditions of consents:
 - a. RC13042/1 to RC13042/15, inclusive, granted by the West Coast Regional Council; and
 - b. RC13/25 granted by the Buller District Council.
including the completion of all rehabilitation works required by these consents and all monitoring obligations of the Consent Holder and to avoid, remedy, or mitigate any adverse effects on the environment arising as the result of the exercise of the consents set out above.
13. The Consent Holder shall provide a bond or bonds for the quantum for a minimum of a three year term, such term to be renewed for a minimum of a further three year term (or such other term as the parties may agree) on a yearly basis on the anniversary of the date of commencement of these consents.
14. Form of Bond
The bond or bonds shall be in a form approved by a firm of solicitors nominated by the West Coast Regional Council and Buller District Council jointly, taking into account the ability of the Consent Holder to arrange a guarantor or surety ("the guarantor") and the guarantor's acceptance of the term of the bond.

15. Content of Bond

The bond or bonds shall provide that the Consent Holder shall be liable and remain liable for meeting:

- a. The cost of remedying or mitigating any breach of the conditions of the consents as detailed in Condition 12 hereof; and
- b. The cost of avoiding, remedying or mitigating and or monitoring any adverse effect on the environment which become apparent during or after the expiry of the consents set out above.

16. Payment

- a. Unless the bond is a cash bond, the payment of the bond quantum by the Consent Holder shall be guaranteed by a guarantor acceptable to the Buller District Council and the West Coast Regional Council.
- b. The guarantor shall bind itself to pay up to the bond quantum for the carrying out and completion of all obligations of the Consent Holder under the bond.
- c. If the Consent Holder is unable at any time to arrange a guarantor for the quantum, the Consent Holder shall provide a cash bond or bonds for the quantum within 12 months of the date of the renewal referred to in Condition 13 above.

17. Term

The bond or bonds shall remain in place for a period of ten years after the surrender, expiry or lapsing of the consents referred to in Condition 12.

18. Amount

- a. The Consent Holder shall provide the Councils with a report which recommends the amount of the initial bond ("the Bond Report") within 30 days from the date of commencement of these consents.
- b. The amount of the initial bond shall be reviewed and fixed by the Councils in accordance with the Bond Report not later than 20 working days after the date of which the Councils receive the Bond Report.
- c. The Consent Holder shall put in place the bond fixed by the Councils in accordance with Condition 18(b) above within 10 working days of the date on which the bond is fixed.
- d. The West Coast Regional Council and the Buller District Council may jointly vary the amount of the bond from time to time (either up or down) at yearly intervals within one month of the anniversary of the date of commencement of these consents ("the Review Date") after the Consent Holder has provided the two Councils with the annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 12, as identified in Conditions 38 to 40 (Annual Work Plan).
- e. The annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 18(d) shall be prepared by an independent advisor, with expertise in mining bond calculation, mutually acceptable to Consent Holder and the two Councils, and be supplied to the Councils at least one month prior to the Review Date.

- f. In setting any new bond sum, the Councils shall have particular regard to the updated estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents provided by the Consent Holder in accordance with Conditions 18(d) and 18(e). The two Councils shall also take into account the quantum and purpose of any bond provided by the Consent Holder in favour of the Minister of Conservation.
- g. The amount of the bond shall be advised in writing to the Consent Holder within one month after the Review Date.
- h. The Consent Holder shall meet the reasonable costs of bond reviews.
- i. In accordance with note 3 (Change or Cancellation of Conditions), the Consent Holder may apply to vary the amount of the bond pursuant to Section 127 of the Act.
- j. If at any time the amount of the bond is varied pursuant to this condition or pursuant to any application, then the Consent Holder (and unless the bond is a cash bond, the guarantor approved by the West Coast Regional Council and Buller District Council) shall, within thirty (30) days of being advised of the new bond quantum, execute and lodge with the Consent Authorities a new bond for the varied amount or the additional amount required in excess of the existing bond.
- k. The Consent Holder shall not exercise or shall cease to exercise these consents:
 - i) Until the bond referred to in Condition 18(a) hereof is executed by the Consent Holder and guarantor and deposited with the consent authorities, and
 - ii) In respect of any varied or reviewed bond referred to in Condition 18(d), after thirty (30) working days has expired from the date the Consent Holder was notified of the terms of the varied or reviewed bond by either Council, unless the varied or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor) and has been deposited with the Consent Authorities, or
 - iii) In respect of any bond sum changed or reviewed pursuant to Sections 127 or 128 of the Act, after thirty (30) working days has expired from the date the Consent Holder was notified of the decision of the changed or reviewed bond by either Council, unless the changed or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor), and has been deposited with the Consent Authorities.

Transfer of Consents

- 19 If any consent is transferred in part or whole to another party or person, the bond lodged by the transferor shall be retained until any outstanding work at the date of the transfer is completed to ensure compliance with all conditions of these consents unless the Consent Authorities are satisfied adequate provisions have been made to transfer the liability to the new Consent Holder.

Costs

The Consent Holder shall meet the reasonable costs of providing any bond, including the costs of preparation of the bond and any substitute bond.

Subsidence..

- 20 Prior to commencement of the decline tunnel construction the consent holder shall implement a Subsidence Monitoring Programme, that shall measure and evaluate the evidence of surface subsidence, if any, and the accuracy of subsidence predictions. The Subsidence Monitoring Programme shall include the following monitoring requirements:
- i. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the first 200m of the decline tunnel commencing at the portal. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of the decline tunnel construction; and
 - ii. Three monthly during the tunnel construction phase for 12 months; and
 - iii. Yearly intervals after the first twelve months period, until the surrender, expiry or lapsing of the consent.
 - m. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the ground above the historic mine workings. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of dewatering of the historic workings; and
 - ii. Three monthly during the dewatering phase; and
 - iii. Yearly intervals after dewatering is completed, until the surrender, expiry or lapsing of the consent.
19. Monitoring results of the Subsidence Monitoring Programme shall be included in the Annual Work Plan and forwarded to the Council.

Hazardous Substances

20. The Consent Holder shall ensure that all fuels, oils and chemicals stored or used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves. Run-off from such storage areas shall be directed through oil/water separators and shall not contain more than 20 g/m³ of total petroleum hydrocarbons nor more than 100 g/m³ of total suspended solids.
21. Refuelling, lubrication and any mechanical repairs shall be undertaken in an area that provides sufficient mitigation measures to ensure that no spillages onto the land surface or into water occur.
22. All substation facilities containing transformers that hold more than 200 litres of oil shall provide for secondary containment sufficient in size to hold the volume of oil stored in the largest transformer.

Note: The storage of hazardous substances shall take place in accordance with Materials Safety Data Sheets and the Hazardous Substances and New Organisms Act 1996.

Contingency and Response Plan

23. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare a Contingency and Response Plan that sets out the procedures to be followed by it and parties under its control in the event of any accidental discharge of contaminants not specifically authorised by the conditions of these consents. The plan may be amended, as the Consent Holder considers appropriate, during the period of these consents. A copy of any amendments are to be supplied to the consent authority.
24. The Contingency and Response Plan shall as a minimum address the following matters:
 - a. Accidental spills of oil, fuel or chemicals at the Blackwater Gold Project site.
 - b. Rupture or spillage from any pipeline transporting material, water or contaminants around the mine site.
 - c. Spillages during transportation of hazardous substances or gold ore to or from the mine site.
 - d. A list of all hazardous substances and potentially contaminating materials held on site and the procedures to be adopted in the event of spillage of any of these substances or materials.
 - e. Emergency response procedures and emergency contacts during the event of:
 - Power failure; and
 - Fire; and
 - Natural event/disaster.
 - f. The personnel who will be on site and their responsibilities, such that the provisions of the plan can be implemented at all times.
25. At any time during the period of these consents, a copy of the latest version of the Contingency and Response Plan, prepared in accordance with Condition 26 above, shall be forwarded to the Consent Authority if so requested.
26. The Consent Holder shall ensure that a copy of the Contingency and Response Plan, prepared in accordance with Condition 26, is kept on site at all times and all appropriate personnel listed under Condition 27 are made aware of the Plan's contents.

Rehabilitation Plan

27. Prior to any activities commencing under these consents, the Consent Holder shall prepare and submit to the Consent Authority a comprehensive site Rehabilitation Plan detailing the rehabilitation strategies for all facilities and operational areas to be adopted during operation of the mine and post-mining phase in order that compliance with all closure and rehabilitation conditions of the consents can be achieved.

28. The Rehabilitation Plan shall as a minimum address the following specific objectives:
- a. To establish an appropriate vegetation cover.
 - b. To ensure short and long term stability of all structures and works and their surrounds.
 - c. To minimise maintenance after completion of rehabilitation.
 - d. To protect water and soil from the effects of erosion.
 - e. To restore all disturbed watercourses, including their banks and beds, to a natural and stable condition.
 - f. To ensure water leaving the Blackwater Gold Project site, including the portal and associated waste rock stacks, is in a condition suitable for aquatic life.
 - g. To remove all buildings, structures, plant and equipment including water treatment plant, if required.
 - h. To control pest plants on the Blackwater Gold Project site.
29. All rehabilitation shall address the following specific matters:
- a. Topsoil and Vegetation Cover
 - i. The Consent Holder shall as far as practicable, stockpile topsoil, unless the material is required for construction purposes. All salvaged material shall be used for rehabilitation purposes.
 - ii. Revegetation shall be progressive as areas of practical working size become available.
 - iii. All areas that have been revegetated under these consents shall be maintained as necessary to ensure that they meet the objectives under Condition 31 at all times.
 - b. Waste Rock Stacks
 - i. The Consent Holder shall design and construct all waste rock stacks in accordance with the Annual Work Plan.
 - ii. The Consent Holder shall locate, form and shape all waste rock stacks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms.
 - iii. Waste rock stacks shall be progressively revegetated in accordance with other conditions of this consent.
 - c. Removal of Buildings and Structures
 - i. Before the expiry of the consent, the Consent Holder shall remove all buildings, structures, plant and equipment (whether attached to the land or not) associated with the exercise of this consent, unless the landowner requires them to remain for future use.
 - ii. This condition does not apply to any plant, equipment, or monitoring structure which is permitted or required to remain after this consent expires.
 - d. Removal of Access Roads and Haul Roads

- i. Any access roads and haul roads constructed within the area shall not remain in place for vehicle use in the future unless the landowner requires them to be left open.
 - ii. If any access roads/haul roads are not required, the road surface shall be ripped and all available soil material pulled back over the road.
 - iii. The road shall be contoured to conform to the surrounding landscape and revegetated in accordance with rehabilitation conditions of this consent.
 - iv. If any access roads/haul roads are not required, they shall have all bridges and culverts **removed** with the beds and banks of the watercourse returned to a natural and stable condition.
30. The Consent Holder shall undertake all rehabilitation in accordance with the Rehabilitation Plan prepared in accordance with Condition 30, except that the Rehabilitation Plan shall be reviewed annually and any amendments to the plan shall be reported in the Annual Work Plan.

Rehabilitation

31. Immediately following the commencement of activities under this consent, the Consent Holder shall initiate and maintain a programme of progressive rehabilitation and revegetation of the land in accordance with the specific objectives and matters set out in General Conditions 30-33 and in accordance with the Blackwater Gold Project Rehabilitation Plan prepared pursuant to Condition 30.
32. Once sites presently comprising indigenous forest are no longer required for mine operations (e.g., the margins of the Snowy Decline tunnel entrance), restoration will be undertaken using appropriate native species following the procedures outlined in the Blackwater Gold Project Rehabilitation Plan prepared pursuant to Condition 30.
33. Where practicable, the Consent Holder shall salvage all topsoil and forest duff including vegetation, subsoil, logs and boulders from areas to be disturbed under this consent, for use in rehabilitating areas of disturbance.

Annual Work Plan

34. Before exercising this consent, the Consent Holder shall submit the first Annual Work Plan to the Consent Authority and thereafter submit an Annual Work Plan prior to each anniversary of the date of commencement of the consent.
35. The Annual Work Plan shall include:
 - a. A description of all the mining operations, mitigation measures, rehabilitation, monitoring and reporting carried out in the last 12 months.
 - b. An explanation of any departure in the last 12 months from the previous Annual Work Plan.
 - c. A detailed description of all mining operations, mitigation measures, rehabilitation, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - d. Long-term projections and intentions for mining operations in relation to the future exercise of this consent.
 - e. An explanation of any intended departure from any previous Annual Work Plan in the next 12 months.

- f. A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps.
 - g. A summary of any complaints received and the mitigation measures adopted.
 - h. A full report describing and evaluating the mitigation measures used in the last 12 months.
 - i. A full report on the rehabilitation undertaken during the exercise of the consent and the results of these measures.
 - j. Plans showing the actual footprints of all works and structures and any proposed changes at the end of the next 12 months.
 - k. Plans showing the actual contours of all works and structures and any proposed changes in contours at 10 metre intervals at the end of the next 12 months.
 - l. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent.
 - m. An up to date and detailed calculation of the cost of rehabilitation of the site.
 - n. An up to date and detailed calculation of the costs of the monitoring required by the conditions of this consent and until the consent expires.
 - o. An up to date mine closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months, how the Consent Holder proposes to comply with the conditions of this consent on closure and an up to date and detailed calculation of the costs of complying with all conditions of consent if mining were to stop in the next 12 months.
 - p. Any other information required by any other condition of this consent.
36. The up to date costs of rehabilitation, monitoring and compliance with all conditions of this consent, as required by Parts l to o of Condition 38 above shall be independently audited and provided to the Consent Authority with the Annual Work Plan.
37. The Consent Authority may at any time commission an additional independent audit of the costs of rehabilitation, monitoring and compliance with all conditions of this consent, as provided by Condition 39 above. The Consent Holder shall meet the costs of any such audit.
38. The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may reasonably request after considering any Annual Work Plan. This information or report shall be provided in the time and manner required by the Consent Authority.
39. The Consent Holder shall exercise the consent in accordance with the Annual Work Plan.
40. The Consent Holder may, at any time, submit to the Consent Authority an amended Annual Work Plan provided it complies with all other conditions of the consent.

Specific conditions for consent

41. The mine area boundaries shall be confirmed and clearly marked before any vegetation disturbance or earth works take place.
42. Public access is not to be permanently restricted on legal road reserve.
43. As far as practicable, lighting shall be focused and shaded to minimise glare and lightspill and so as not to create a nuisance to residents, traffic, or to act as a distraction to wildlife.
44. The colours used for all buildings and structures shall be recessive.
45. The modification of riparian margins associated with development of the Blackwater Gold Project shall be restricted to within the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of riparian margin modification shall not exceed those identified areas by more than 10%.
46. The removal of indigenous vegetation associated with development of the Blackwater Gold Project shall be restricted to within Section 10 Blk XVI Mawheraiti SD in addition to the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of indigenous vegetation clearance shall not exceed those identified areas by more than 10%.

Construction and Operational Management Plan

47. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare and submit to the Consent Authority a Construction and Operational Management Plan that sets out the practices and procedures, with respect to construction and operation of the Blackwater Gold Project site, to be adopted in order that compliance with the conditions under this consent can be achieved.
48. The Construction and Operational Management Plan shall as a minimum address the following matters:
 - a. Description of all construction works, construction methods and equipment to be used.
 - b. Construction programme including timetable, sequence of events and duration.
 - c. Detailed design, location, operation and maintenance of stormwater runoff control and sediment control facilities during construction activities and operation of the mine site, including detailed engineering plans and design specifications for temporary and permanent silt dams and diversion channels.
 - d. Detailed plans and specifications for the alignment of the access road, the location and placement of the bridge and culverts, and areas of cut and fill on the roads.
 - e. Procedures for stripping and salvage of vegetation, soil material and other material suitable for rehabilitation purposes.
 - f. Landscaping and rehabilitation of disturbed areas after the initial construction phase at the Blackwater Gold Project site, where appropriate.
 - g. Monitoring, complaints and reporting procedures during construction activities and operation of the Blackwater Gold Project site.

- h. Procedure for locating, recording and documenting historical mine sites at the Blackwater Gold Project site.
 - i. Training and supervision of operators and contractors during construction activities and operation of the Blackwater Gold Project site.
 - j. Detailed engineering plans and design specifications for the construction and maintenance (where appropriate) for the following structures and activities:
 - i. Silt dams and any other dam structures.
 - ii. All bridges and culverts.
 - iii. Waste rock stacks.
 - k. The Consent Holder shall provide a certificate(s) to the Consent Authority, signed by a Registered Engineer experienced in the construction of structures stating that the engineering plans relating to the structures have been designed in accordance with accepted civil engineering practices and the Building Act.
 - l. Details on the management of ore trucks operating on Snowy River Road. This shall include information relating to scheduling the movements of trucks and any passing bays required for trucks passing on Snowy River Road.
 - m. Mitigation measures to avoid nuisance dust emissions from the Blackwater Gold Project.
49. The Construction and Operational Management Plan shall comply with the relevant conditions of this consent and may be amended, as the Consent Holder considers appropriate during the period of this consent. Any amendments to the Plan must be submitted to the Consent Authority as soon as practicable.
50. All activities authorised by this consent shall be undertaken in accordance with the provisions of the Construction and Operational Management Plan prepared pursuant to Condition 50 of this consent.

Hours of Operation

51. Mining and ancillary activities may operate 24 hours a day, seven days a week.

Truck Operations

52. Trucking movements along Snowy River Road related to mining and ancillary activities shall only occur between the hours of 7am and 9.30pm.
53. Truck movements related to mining and ancillary activities along Snowy River Road shall not exceed a maximum of 28 vehicles trips per day. Notwithstanding this, for 60 days per annum this may increase to 48 vehicle trips per day provided that the Consent Holder shall give 5 days notice of truck movements to the occupiers of land in Snowy River Road.
54. Trucking operations shall be scheduled around the school bus timetable so trucks are not using Snowy River Road when the school bus is using the road.

Roading

55. That the road to be formed on Council road reserve, or any alterations, upgrades or additions to existing road on road reserve shall be formed in accordance with NZS 4404: 2010.
56. Prior to any works being undertaken in accordance with Condition 58, the Consent Holder shall submit 'proposed' engineering designs including plans and specifications identifying the extent of the proposed road construction works, together with a Design and Access Statement prepared in accordance with NZS4404:2010. The engineering designs shall include details of all aspects of the alterations and certification from a Chartered Professional Engineer practising in Civil Engineering that all proposed works comply with NZS 4404:2010. The designs are to be approved by Council's Manager of Operations prior to physical works being undertaken.

Advice Note: The applicant will seek approval from Council's Manager of Operations for any variation to the requirements of NZS 4404:2010. Any variation approved will be recorded in writing and must be confirmed prior to construction.

57. All construction work on road reserve is to be undertaken by a Council approved contractor.
58. The consent holder shall install all road marking and signage on road within Council road reserve outlined in Condition 59 in accordance with NZS4404:2010.
59. On completion of the road construction and prior to the commencement of activities on site, certification in accordance with NZS4404:2010 from the supervising Chartered Professional Engineer who oversaw the construction of works within the road reserve outlined in Condition 59, shall be provided to Council confirming that the roading has been constructed to the design approved under Condition 59. The Chartered Professional Engineer must also prepare and supply to the Council As-Built plans in a form acceptable to Council as outlined in Appendix 1. In accordance with NZS4404:2010 the Chartered Professional Engineer shall provide test results for all materials used as requested by the Council's Manager of Operations
60. That any damage to the roads attributable to the mining operations will be repaired by the consent holder. Damage is to be repaired as soon as possible.
61. The consent holder shall seal Snowy River Road from the end of the existing seal to the turn off to the proposed bridge over the Snowy River. This is a distance of approximately 500 metres.
62. The Consent Holder shall maintain the access road and bridge for the duration of the consent.
63. The consent holder shall construct passing bays on Snowy River Road. The number, location and formation standards of these are to be agreed by the Manager Operations through the 'proposed' engineering designs which are required under Condition 59. Passing bays shall be entirely constructed on the legal road reserve.
64. Trucks using Snowy River Road in relation to mining and ancillary activities shall only pass each other using constructed passing bays.
65. Standard New Zealand Transport Agency warning signs (type PW-31) are to be placed on Snowy Road stating, "Children". These signs to be paid for by applicants

and placed near the Mossy Creek Bridge No.1 and the State Highway 7 intersection of Snowy River Road.

66. That all ore is to be transported using truck and/or truck and trailer units. These trucks and trailers are to be covered.
67. The Snowy Road intersection with State Highway 7 shall be widened in accordance with NZ Transport Agency's Rural Road Intersection layout, but without the requirement for curving and channelling.
68. The centre of Snowy River Road at the intersection with State Highway 7 will be relocated north by approximately 10 metres and will be aligned perpendicular to State Highway 7 over the last 10 metres.
69. Full seal widening in accordance with Rural Road Intersection layout shall be undertaken on State Highway 7 south of the Snowy River Road intersection. Seal widening to the north of the Snowy River Road intersection shall be shortened to accommodate the guardrail on the approach to Snowy River bridge.
70. The Snowy River Road approach to the intersection with State Highway 7 shall be widened for approximately 50 metres down Snowy River Road from the intersection.
71. Truck crossing signs shall be installed to the north and south of the Snowy River Road intersection with State Highway 7.
72. Those works identified in conditions 70 to 74 shall be completed within one month of the excavation of the surface decline commencing except where this would result in the works occurring during 1 May to 30 September outside the 'sealing season' in which case the works will be completed within one month of (the next occurring) 1 October.

Blasting

73. A programme of blasting times shall be notified publicly by way of notice erected at the road entrance to the mine area and by circular or public advertisement to local residents, the Department of Conservation, West Coast Regional Council and the Buller District Council prior to any such blasting taking place and at regular intervals not exceeding twelve months thereafter (this notice can be contained in the annual work plan provided to the Buller District Council in accordance with condition 37). Changes to the blasting programme shall be notified at least three days prior to implementation.
74. Blasting above-ground shall be restricted to the hours between 6:30am and 6pm during portal development.
75. There shall be no restriction on the hours during which underground blasting may be undertaken.
76. Sound generated by the use of explosives shall be assessed within the notional boundary of any dwelling not owned by the Consent Holder other than on the site to which the consent applies, and shall not exceed a peak overall sound pressure level of 120 dBC measured at a suitable location as specified in AS2187.
77. Subject to application of NZS 6801:1991 and NZS 6802:1999 for measurement of sound, all use of explosives and measurement shall be in accordance with Australian Standard AS 2187.2 – 1993 "Explosives – Storage, Transport and Use, Part 2 Use of Explosives".

78. Details of all blasts shall be entered into a record book kept for that purpose and shall be available to the Buller District Council on request.
79. The peak overall sound pressure level due to air blast shall not exceed 128 dB linear unweighted measured at any private residence not owned by the Consent Holder.
80. Ground vibration levels measured at any residence not owned by the Consent Holder shall not exceed 10 mm per second peak particle velocity measured in the frequency range of 3 hertz to 20 hertz, thereafter NZS 4403 Code of Practice for the Storage, Handling and Use of Explosives or any other Codes of Practice which may from time to time be current shall apply.
81. The Consent Holder shall monitor blasting activities. Monitoring sites shall be located 20 metres from the most exposed face of the two dwelling houses closest to the Snowy Decline which are not owned by the Consent Holder. Any exceedances shall be reported to the Council within 48 hours of recording.
82. The Consent Holder shall undertake blast monitoring at three monthly intervals for at least 12 months following the commissioning of the Snowy Decline. In the event of the above monitoring indicating compliance with the conditions, the frequency of monitoring will change from three monthly to six monthly periods with results being reported in the annual work plan.

Heritage

83. If previously unrecorded archaeological material is uncovered or observed during work in any location (and in accordance with condition 87 – 89) work shall cease immediately. An archaeologist should be brought onto site to record the disturbed material and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.
84. Notwithstanding condition 89, an archaeologist shall be present to monitor all work that involves disturbance to any known archaeological site to record sites or information that may be revealed, and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.
85. An Accidental Discovery Protocol shall be prepared to establish procedures for identifying, reporting and managing any features of archaeological significance that may be uncovered during the exercise of this consent.
86. Should any cultural artefacts be discovered during the development, the applicant will inform Te Runanga O Ngai Tahu and Te Runanga O Ngati Waewae of the discovery.

Noise

87. Subject to the express provisions of this condition noise level shall be measured in accordance with the requirements of New Zealand Standard, NZS 6801: 1999 "*Acoustics - Measurement of Environmental Sound*". And assessed in accordance with the provision of the New Zealand Standard, NZS 6802: 1991 "*Assessment of Environmental Sound*".

Note: the measurement of noise differs to the measurement of blasting noted in conditions 76-85.

88. All equipment and machinery shall be regularly maintained to ensure noise levels are as low as reasonably attainable but at no time shall they exceed the levels permitted by the consent.
89. The consent holder shall prepare, adopt and maintain a Trucking Noise Management Plan for the Blackwater Gold Project Mining operations. This plan is to detail measures to mitigate production of unreasonable noise associated with trucking operations. This shall include information relating to the speed of trucks, hours of operation of trucks, maintenance of roading surfaces and maintenance of trucks and associated equipment.

Operational Noise

90. All activities shall be carried out so as to ensure the following noise limits are not exceeded within the timeframes stated:
 - 8 am- 11pm daily Monday to Friday and Saturday 8am to 6pm 55dBA L₁₀
 - at all other times including any public holiday 45dBA L₁₀ 75dBA L_{max}

The assessment location shall be at any point within the notional boundary of any dwelling other than a dwelling on the site to which the consent applies. Sound levels shall be assessed in accordance with the provisions of NZS 6802:1991 *Assessment of Environmental Sound*. Adjustments for special audible characteristics, if warranted, shall apply as provided for in clause 4.3-4.4 of NZS 6802:1991.

Construction Noise

91. Construction noise from activities on the site shall be measured and assessed in accordance with NZS 6803:1999 *Acoustics – Construction Noise* and subject to the proviso following the table, shall not exceed the noise limits for the relevant timeframe stated in Table 1 below.

Table 1 Noise Limits for Construction Noise

Time of week	Time period	Duration of work*					
		Typical duration dBA		Short term duration dBA		Long term duration dBA	
		Leq	Lmax	Leq	Lmax	Leq	Lmax
Weekdays	0630-0730	60	75	65	75	55	75
	0730-1800	75	90	80	95	70	85
	1800-2000	70	85	75	90-	65	80
	2000-0630	45	75	45	75	45	75
Saturdays	0630-0730	45	75	45	75	45	75
	0730-1800	75	90	80	95	70	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75
Sundays and public holidays	0630-0730	45	75	45	75	45	75
	0730-1800	55	85	55	85	55	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75

"Duration of work" – In this table:

"short-term" means construction work at any one location for up to 14 calendar days;

"typical duration" means construction work at any one location for more than 14 calendar days but less than 20 weeks; and

"long-term" means construction work at any one location with a duration exceeding 20 weeks.

Provided that the provisions of the Standard related to the duration of construction events and the more or less stringent noise limits in Table 1 which are applicable in such circumstances shall apply.

Noise and Vibration Monitoring

92. The Consent Holder shall be responsible for monitoring noise generated by any activities on the site. For construction noise, monitoring shall be every month for 6 months then should no non compliances occur, every 6 months during the decline portal construction, monitoring is also required in the event any complaints are received.
93. For non-construction activities, monitoring shall be undertaken one yearly intervals' or as it is necessary to identify problem sources of noise. Measurements shall be undertaken by suitably trained staff working under the direction of an appropriately qualified person.
94. Where the Consent Holder detects a breach of the noise limits contained in the conditions of consent, the Consent Holder shall immediately investigate the activity identified as responsible for the breach and ensure that appropriate remedial action is taken to comply with the noise limits in these conditions.
95. Reports on Noise Monitoring activities shall be forwarded to the Council on request and at least annually within one month of the anniversary of the issue of this consent or be contained in the Annual Work Plan or other convenient date as may be agreed between the Consent Holder and the Council.
96. The Consent Holder shall maintain a written register of all complaints regarding noise including vibration. The Consent Holder shall advise the Buller District Council within 48 hours of any complaint regarding operational or construction noise and of the action taken to remedy or mitigate the cause of the complaint. A report relating to noise emissions for the previous year shall be compiled annually contained in the annual work plan and include the following:
 - (i) The results of noise and any vibration monitoring together with interpretative comments;
 - (ii) The measures adopted to control emissions and the success of these measures;
 - (iii) Any modifications to be introduced to more effectively control noise levels at the site;
 - (iv) Any incidents or problems with achieving consent compliance;
 - (v) A summary of any complaints received and the mitigation measures that were adopted.

Development Contribution

97. Should the value of the proposed development amount to a total of \$500,000 or above, in accordance with Part 8 of the Buller District Plan a financial contribution of

cash shall be paid to Buller District Council for the provision of reserves and facilities. The calculation for assessing the financial contribution shall be 0.5% of the total value of the development. The consent holder shall advise Council of the value of the proposed development, and shall pay the cash amount of the contribution to the Buller District Council prior to the commencement of any works covered by this consent. The calculation of the development contribution shall be based on the estimated costs of the following components of the activity:

- a. Construction of buildings (i.e. total cost of all buildings),
- b. Costs of drainage works and road formation, and
- c. Costs associated with removal of vegetation (excluding costs of rehabilitation planting etc).

Surrender of Previous Consent

98. The physical works approved under this consent cannot be undertaken until such time as Resource Consent 040010 issued by the Buller District Council has been surrendered.

NOTES:

1. A monitoring fee of \$100 has been included on your consent invoice to contribute towards the costs associated with monitoring consent conditions. Please note that further fees are likely in accordance with Condition 2.
2. If you do not understand any or all conditions of this consent, please contact Council's Planning Department for clarification before starting work.
3. Pursuant to Section 127(1) of the Resource Management Act 1991, the consent holder may apply to the consent authority for a change or cancellation of any condition of this consent within five years from the date of issue.
4. Pursuant to Section 128(1)(a) and 128(1)(c) of the Resource Management Act 1991, the Consent Authority may review any condition of this consent within eight years from the date of issue for any of the following purposes: (a) To deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage; or (b) To deal with inaccuracies contained in the consent application that materially influenced the decision made on the application and are such that it is necessary to apply more appropriate conditions; or (c) To assess the appropriateness of imposed compliance standards, monitoring regimes and monitoring frequencies and to alter these accordingly.
5. This consent shall lapse ten years after the decision date if not given effect to.
6. The applicant has agreed to placing a speed limit on their ore trucking contractors of 50kph on Snowy River Road between Mossy Creek Bridge No.1 and State Highway 7.

7. The Consent Holder shall submit a Traffic Management Plan to Transit New Zealand's State Highway Network consultants', Opus International Consultants Limited, for approval prior to construction works on State Highway 7 commencing.
8. The Consent Holder shall contact Transit New Zealand's State Highway Network consultants', Opus International Consultants Limited, for approval to work on State Highway 7 pursuant to section 51 of the Transit New Zealand Act 1989 at least three weeks prior to any works being undertaken.
9. The consent holder will require a building consent and specific approval from the Buller District Council Operation Department for the bridge over the Snowy River.
10. Building consent from the Buller District Council may be required for the erection and removal of fences greater than 2 metres in height, any buildings and ventilation shafts.



Reporting Officer:

..... Date: 28 April 2014

Annie Radford - Senior Planner
Buller District Council



Peer Reviewer:

..... Date: 16 May 2014

Helen Montgomery, Team Leader Policy and Planning
Buller District Council



Manager:

..... Date: 19/5/14

Steve Griffin, Manager Operations
Buller District Council

APPENDIX ONE

As Built Plan Requirements

Buller District Council As-Built Plans and Information Requirements

General

Final Payment and sign off etc will not be given until all required as-builts have been supplied and verified.

It is **STRONGLY RECOMMENDED** that the developer and person(s) supplying the as-builts liaise with BDC staff at the **START** of the development process.

This enables worked examples to be provided, and the full scope of the as-building requirements can be fully discussed and appreciated, prior to the commencement of any pricing / contract document writing / or works.

Civil As-Builts

- Information given on as-built drawings, shall be submitted in a format as agreed with Council. Typically this is a version of the design drawings marked up to show the assets exactly as they were built.
- As-built Plans will generally be required in hardcopy, as A1 paper plans, and electronically, as Autocad drawings and pdf drawings.
- Autocad files will be supplied in a format as agreed with Council (eg .dwg). Autocad drawings are required to allow drawings to be imported into councils GIS system.
- Each drawing should have an individual sheet number, as-built revision number, contain a title bar, state the coordinate and level datums used, have a legend, and show contact details for the contractor, design engineer, and the developer.
- All levels are to be supplied in terms of Mean Sea Level Lyttelton. Accuracy 0.01m. In order to ensure acceptable accuracy, these levels will be required to be supplied by a registered surveyor.
- All Coordinates are to be supplied in terms of Councils Coordinate system at the time (currently NZTM). Accuracy to be 0.05m. In order to ensure acceptable accuracy, these coordinates will be required to be supplied by a registered surveyor.
- Typically separate hardcopy plans and autocad layers are required for Sewer, Stormwater, Water, Roading (incl streetlights), and Amenities (incl trees, benches, etc)
- Plans shall include but shall not be limited to:
 - Stormwater (coloured GREEN) and wastewater reticulation (Coloured RED) – including the co-ordinated positions of manholes, manhole inverts, inverts of pipes and lid levels, measurements to house connections, and laterals and their length and position. Positions of connections and laterals shall be both co-ordinated and referenced to adjacent manhole lids and boundary pegs. Depth of cover information is required to be shown for lateral connections. Long sections will be required for all pipe mains, and rider mains.
 - Flood and secondary flow information, flood water levels and the extent of any overland secondary flows shall be shown where these have been obtained or derived during the design;
 - Water reticulation (coloured BLUE) – including the position of mains, location of hydrants, valves, tees, reducers, connections, tobies, specials etc. All features shall be accurately dimensioned, co-ordinated and referenced to boundary pegs so that they can be accurately relocated in the field; Depth of cover information is required to be shown for all mains, laterals, and connections.
 - Ducts- supply measurements and cover to ducts installed for other utilities; Power, phone, etc

- Labelling of pipes and ducts to cover diameter, pipe material and class, year laid, joining type;
- Road names – as approved by BDC;
- Co-ordinates of all utility surface features to be taken over by BDC, including tobies;
- The co-ordinates of at least two points on each plan in terms of 5) above.
- Geotechnical completion report. As-built surface contours covering all areas of undisturbed and cut/fill ground to indicate the finished ground and any deviation from approved design plan;
- Road construction, including structural details including depths and types of aggregates used, types and construction of stormwater channels, vehicle crossings, and details of road marking, signals, and signs. The position of all road assets is to be captured in NZTM coordinates and shown on the plans.
- Road surfacing information – for sealed roads, information shall include supplier, application contractor, binder type and application rate, cutter type and quantity, adhesion agent type and quantity, type and quantity of other additives, the width, length and area of each street sealed, chip size, the design basis for the binder application rate and a discussion on any reasons for difference between the design and applied rate. If asphalt surfacing is used supply full details of the supplier, application contractor, and mix type.
- Amenities – supply structural details including types and construction of street lighting, power poles, landscaping features, seating, and any other amenities and features. The position of all assets is to be captured in NZTM coordinates and shown on the plans.
- Ramm Inventory Information – information on all new roading assets is to be provided on the Ramm Inventory forms available from Council.
- Schedule of Infrastructure – A schedule of all infrastructure installed suitable for valuation purposes may be required. This schedule to include for each individual item: Description, material type, material size, measurement unit, and total quantity, as installed.

Electrical As-Builts

- 1) Electrical As-Builts Information shall be submitted in a format as agreed with Council. As-built Plans will generally be required as A3 paper plans, and electronically as Autocad drawings and pdf drawings.
- 2) Autocad files will be supplied in a format as agreed with Council (eg .dxf). Autocads are preferred as they will allow council to update the drawings as required to accommodate upgrades etc to the electrical system.
- 3) Plans shall include (but shall not be limited to): Contractor Name, Project Name, As-Built Revision No., Switchgear Manufacturer information, Contact details for the person who produced the plans. Details of the manufacturer, model and rating of the individual components used.

Certification of accuracy

Certification of accuracy and completeness shall be by issue of a certificate of accuracy, by a Chartered Professional Engineer or Licensed Cadastral Surveyor.

RESOURCE CONSENT DECISION – RC130025A (S.127 Variation)

Pursuant to Sections 104, 104B, 108 and 127 of the Resource Management Act 1991, Buller District Council **GRANTS** the application by ~~Oceana Gold (New Zealand) Limited~~, transferred to Tasman Mining Limited on 01 July 2024 to change the conditions of RC130025. **The amended conditions of RC130025a are detailed below** (showing deletions in strike through and additions underlined).

Location:	Snowy River Road, Ikamatua
Legal Description:	Sections 9 and 10 Block XVI Mawheraiti Survey District
Computer Freehold Register:	NL10A/347
Valuation Roll Number:	1900020200

Approved Plans:

No additional plans are approved for this application.

CONDITIONS:

Pursuant to Section 108 of the Resource Management Act 1991 the application to change the conditions of RC130025 is granted subject to the following amendments. The conditions of RC130025a are reproduced in full below, showing deletions in strike through and additions underlined.

General

1. All activities authorised by these consents shall be undertaken in accordance with the information contained in the Application, Assessment of Environmental Effects (OceanaGold (New Zealand) Limited, Blackwater Gold Project, February 2013) ("the Assessment of Environmental Effects"), and all supporting technical documents and plans, as provided to the Consent Authority, and the variation received 26 July 2019, except where inconsistent with these conditions, in which case the terms and conditions of this consent shall prevail.

Fees

2. The Consent Holder shall pay to the Consent Authority such administration, supervision and monitoring fees as are fixed from time to time by the Consent Authority in accordance with Section 36 of the Act. The Consent Holder shall meet the reasonable costs of compliance with all requirements and conditions of these consents.

Complaints and Non-compliance

3. The Consent Holder upon receipt of any complaint shall promptly investigate the complaint, take action to remedy or mitigate the cause of the complaint and inform the Consent Authority as soon as practicable of the details of the complaint and the action taken.
4. The Consent Holder shall maintain and keep a complaints' register for all aspects of operations in relation to these consents. The register shall detail the date, time and type of complaint, cause of the complaint, and the action taken by the Consent Holder in response to the complaint. The register shall be available to the Consent Authority at all reasonable times. Complaints, which may infer non-compliance with the conditions of these consents, shall be referred to the Consent Authority as soon as practicable.

5. Unless otherwise stated within these consents, in the event of any breach of compliance with the conditions of these consents the Consent Holder shall notify the Consent Authority within 48 hours of the breach being detected. Within 5 days of any breach the Consent Holder shall provide written notification to the Consent Authority which explains the cause of the breach, and if the cause was within the control of the Consent Holder, steps which were taken to remedy the breach and steps which will be taken to prevent any further occurrence of the breach.
6. The Consent Holder shall remain liable under the Act for any breach of conditions of these consents which occur before the expiry of the consent and for any adverse effects on the environment which become apparent during or after the expiry of these consents.

Notification of Exercise of Consent

7. The Consent Holder shall notify the Consent Authority in writing of the intention to exercise this consent at least four weeks prior to, but not more than six months prior to, the commencement of any activities authorised by this consent.
8. Notwithstanding Condition 7, the Consent Holder shall notify the Consent Authority in writing as soon as practicable of the date that activities first commence under this consent.
9. The Consent Holder shall notify the Consent Authority in writing of the intention to cease the exercise of this consent at least 6 months prior to the activities under this consent ceasing.
10. The Consent Holder shall notify the Consent Authority in writing as soon as practicable after activities under this consent cease.

Lapsing of Consents

11. Pursuant to Section 125(1) of the Act all resource consents shall lapse on the expiry of ten years after the date of commencement of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1)(b) of the Act, or the Consent Authority grant a longer period of time.

Bonds

12. The consent holder shall provide and maintain in favour of the West Coast Regional Council and the Buller District Council (jointly for their respective interests) ("the Councils") a bond or bonds to secure the compliance by the consent holder with all of the conditions of consents:
 - a. RC13042/1 to RC13042/15, inclusive, granted by the West Coast Regional Council; and
 - b. RC13/25 granted by the Buller District Council.
including the completion of all rehabilitation works required by these consents and all monitoring obligations of the Consent Holder and to avoid, remedy, or mitigate any adverse effects on the environment arising as the result of the exercise of the consents set out above.
13. The Consent Holder shall provide a bond or bonds for the quantum for a minimum of a three year term, such term to be renewed for a minimum of a further three year term

(or such other term as the parties may agree) on a yearly basis on the anniversary of the date of commencement of these consents.

14. Form of Bond

The bond or bonds shall be in a form approved by a firm of solicitors nominated by the West Coast Regional Council and Buller District Council jointly, taking into account the ability of the Consent Holder to arrange a guarantor or surety ("the guarantor") and the guarantor's acceptance of the term of the bond.

15. Content of Bond

The bond or bonds shall provide that the Consent Holder shall be liable and remain liable for meeting:

- a. The cost of remedying or mitigating any breach of the conditions of the consents as detailed in Condition 12 hereof; and
- b. The cost of avoiding, remedying or mitigating and or monitoring any adverse effect on the environment which become apparent during or after the expiry of the consents set out above.

16. Payment

- a. Unless the bond is a cash bond, the payment of the bond quantum by the Consent Holder shall be guaranteed by a guarantor acceptable to the Buller District Council and the West Coast Regional Council.
- b. The guarantor shall bind itself to pay up to the bond quantum for the carrying out and completion of all obligations of the Consent Holder under the bond.
- c. If the Consent Holder is unable at any time to arrange a guarantor for the quantum, the Consent Holder shall provide a cash bond or bonds for the quantum within 12 months of the date of the renewal referred to in Condition 13 above.

17. Term

The bond or bonds shall remain in place for a period of ten years after the surrender, expiry or lapsing of the consents referred to in Condition 12.

18. Amount

- a. The Consent Holder shall provide the Councils with a report which recommends the amount of the initial bond ("the Bond Report") within 30 days from the date of commencement of these consents.
- b. The amount of the initial bond shall be reviewed and fixed by the Councils in accordance with the Bond Report not later than 20 working days after the date of which the Councils receive the Bond Report.
- c. The Consent Holder shall put in place the bond fixed by the Councils in accordance with Condition 18(b) above within 10 working days of the date on which the bond is fixed.
- d. The West Coast Regional Council and the Buller District Council may jointly vary the amount of the bond from time to time (either up or down) at yearly intervals within one month of the anniversary of the date of commencement of these consents ("the Review Date") after the Consent Holder has provided the two Councils with the annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 12, as identified in Conditions 38 to 40 (Annual Work Plan).

- e. The annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 18(d) shall be prepared by an independent advisor, with expertise in mining bond calculation, mutually acceptable to Consent Holder and the two Councils, and be supplied to the Councils at least one month prior to the Review Date.
- f. In setting any new bond sum, the Councils shall have particular regard to the updated estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents provided by the Consent Holder in accordance with Conditions 18(d) and 18(e). The two Councils shall also take into account the quantum and purpose of any bond provided by the Consent Holder in favour of the Minister of Conservation.
- g. The amount of the bond shall be advised in writing to the Consent Holder within one month after the Review Date.
- h. The Consent Holder shall meet the reasonable costs of bond reviews.
- i. In accordance with note 3 (Change or Cancellation of Conditions), the Consent Holder may apply to vary the amount of the bond pursuant to Section 127 of the Act.
- j. If at any time the amount of the bond is varied pursuant to this condition or pursuant to any application, then the Consent Holder (and unless the bond is a cash bond, the guarantor approved by the West Coast Regional Council and Buller District Council) shall, within thirty (30) days of being advised of the new bond quantum, execute and lodge with the Consent Authorities a new bond for the varied amount or the additional amount required in excess of the existing bond.
- k. The Consent Holder shall not exercise or shall cease to exercise these consents:
 - i) Until the bond referred to in Condition 18(a) hereof is executed by the Consent Holder and guarantor and deposited with the consent authorities, and
 - ii) In respect of any varied or reviewed bond referred to in Condition 18(d), after thirty (30) working days has expired from the date the Consent Holder was notified of the terms of the varied or reviewed bond by either Council, unless the varied or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor) and has been deposited with the Consent Authorities, or
 - iii) In respect of any bond sum changed or reviewed pursuant to Sections 127 or 128 of the Act, after thirty (30) working days has expired from the date the Consent Holder was notified of the decision of the changed or reviewed bond by either Council, unless the changed or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor), and has been deposited with the Consent Authorities.

19. **Transfer of Consents**

If any consent is transferred in part or whole to another party or person, the bond lodged by the transferor shall be retained until any outstanding work at the date of the transfer is completed to ensure compliance with all conditions of these consents unless the Consent Authorities are satisfied adequate provisions have been made to transfer the liability to the new Consent Holder.

20. Costs

The Consent Holder shall meet the reasonable costs of providing any bond, including the costs of preparation of the bond and any substitute bond.

Subsidence

21. Prior to commencement of the decline tunnel construction the consent holder shall implement a Subsidence Monitoring Programme, that shall measure and evaluate the evidence of surface subsidence, if any, and the accuracy of subsidence predictions. The Subsidence Monitoring Programme shall include the following monitoring requirements:

- a. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the first 200m of the decline tunnel commencing at the portal. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of the decline tunnel construction; and
 - ii. Three monthly during the tunnel construction phase for 12 months; and
 - iii. Yearly intervals after the first twelve months period, until the surrender, expiry or lapsing of the consent.
- b. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the ground above the historic mine workings. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of dewatering of the historic workings; and
 - ii. Three monthly during the dewatering phase; and
 - iii. Yearly intervals after dewatering is completed, until the surrender, expiry or lapsing of the consent.

22. Monitoring results of the Subsidence Monitoring Programme shall be included in the Annual Work Plan and forwarded to the Council.

Hazardous Substances

23. The Consent Holder shall ensure that all fuels, oils and chemicals stored or used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves. Run-off from such storage areas shall be directed through oil/water separators and shall not contain more than 20 g/m³ of total petroleum hydrocarbons nor more than 100 g/m³ of total suspended solids.

24. Refuelling, lubrication and any mechanical repairs shall be undertaken in an area that provides sufficient mitigation measures to ensure that no spillages onto the land surface or into water occur.

25. All substation facilities containing transformers that hold more than 200 litres of oil shall provide for secondary containment sufficient in size to hold the volume of oil stored in the largest transformer.

Note: The storage of hazardous substances shall take place in accordance with Materials Safety Data Sheets and the Hazardous Substances and New Organisms Act 1996.

Contingency and Response Plan

26. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare a Contingency and Response Plan that sets out the procedures to be followed by it and parties under its control in the event of any accidental discharge of contaminants not specifically authorised by the conditions of these consents. The plan may be amended, as the Consent Holder considers appropriate, during the period of these consents. A copy of any amendments are to be supplied to the consent authority.
27. The Contingency and Response Plan shall as a minimum address the following matters:
 - a. Accidental spills of oil, fuel or chemicals at the Blackwater Gold Project site.
 - b. Rupture or spillage from any pipeline transporting material, water or contaminants around the mine site.
 - c. Spillages during transportation of hazardous substances or gold ore to or from the mine site.
 - d. A list of all hazardous substances and potentially contaminating materials held on site and the procedures to be adopted in the event of spillage of any of these substances or materials.
 - e. Emergency response procedures and emergency contacts during the event of:
 - Power failure; and
 - Fire; and
 - Natural event/disaster.
 - f. The personnel who will be on site and their responsibilities, such that the provisions of the plan can be implemented at all times.
28. At any time during the period of these consents, a copy of the latest version of the Contingency and Response Plan, prepared in accordance with Condition 26 above, shall be forwarded to the Consent Authority if so requested.
29. The Consent Holder shall ensure that a copy of the Contingency and Response Plan, prepared in accordance with Condition 26, is kept on site at all times and all appropriate personnel listed under Condition 27 are made aware of the Plan's contents.

Rehabilitation Plan

30. Prior to any activities commencing under these consents, the Consent Holder shall prepare and submit to the Consent Authority a comprehensive site Rehabilitation Plan detailing the rehabilitation strategies for all facilities and operational areas to be adopted during operation of the mine and post-mining phase in order that compliance with all closure and rehabilitation conditions of the consents can be achieved.
31. The Rehabilitation Plan shall as a minimum address the following specific objectives:
 - a. To establish an appropriate vegetation cover.
 - b. To ensure short and long term stability of all structures and works and their surrounds.
 - c. To minimise maintenance after completion of rehabilitation.
 - d. To protect water and soil from the effects of erosion.

- e. To restore all disturbed watercourses, including their banks and beds, to a natural and stable condition.
- f. To ensure water leaving the Blackwater Gold Project site, including the portal and associated waste rock stacks, is in a condition suitable for aquatic life.
- g. To remove all buildings, structures, plant and equipment including water treatment plant, if required.
- h. To control pest plants on the Blackwater Gold Project site.

32. All rehabilitation shall address the following specific matters:

- a. Topsoil and Vegetation Cover
 - i The Consent Holder shall as far as practicable, stockpile topsoil, unless the material is required for construction purposes. All salvaged material shall be used for rehabilitation purposes.
 - ii Revegetation shall be progressive as areas of practical working size become available.
 - iii All areas that have been revegetated under these consents shall be maintained as necessary to ensure that they meet the objectives under Condition 31 at all times.
- b. Waste Rock Stacks
 - i The Consent Holder shall design and construct all waste rock stacks in accordance with the Annual Work Plan.
 - ii. The Consent Holder shall locate, form and shape all waste rock stacks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms.
 - iii. Waste rock stacks shall be progressively revegetated in accordance with other conditions of this consent.
- c. Removal of Buildings and Structures
 - i. Before the expiry of the consent, the Consent Holder shall remove all buildings, structures, plant and equipment (whether attached to the land or not) associated with the exercise of this consent, unless the landowner requires them to remain for future use.
 - ii This condition does not apply to any plant, equipment, or monitoring structure which is permitted or required to remain after this consent expires.
- d. Removal of Access Roads and Haul Roads
 - i. Any access roads and haul roads constructed within the area shall not remain in place for vehicle use in the future unless the landowner requires them to be left open.
 - ii. If any access roads/haul roads are not required, the road surface shall be ripped and all available soil material pulled back over the road.
 - iii. The road shall be contoured to conform to the surrounding landscape and revegetated in accordance with rehabilitation conditions of this consent.
 - iv. If any access roads/haul roads are not required, they shall have all bridges and culverts **removed** with the beds and banks of the watercourse returned to a natural and stable condition.

33. The Consent Holder shall undertake all rehabilitation in accordance with the Rehabilitation Plan prepared in accordance with Condition 30, except that the Rehabilitation Plan shall be reviewed annually and any amendments to the plan shall be reported in the Annual Work Plan.

Rehabilitation

34. Immediately following the commencement of activities under this consent, the Consent Holder shall initiate and maintain a programme of progressive rehabilitation and revegetation of the land in accordance with the specific objectives and matters set out in General Conditions 30-33 and in accordance with the Blackwater Gold Project Rehabilitation Plan prepared pursuant to Condition 30.
35. Once sites presently comprising indigenous forest are no longer required for mine operations (e.g., the margins of the Snowy Decline tunnel entrance), restoration will be undertaken using appropriate native species following the procedures outlined in the Blackwater Gold Project Rehabilitation Plan prepared pursuant to Condition 30.
36. Where practicable, the Consent Holder shall salvage all topsoil and forest duff including vegetation, subsoil, logs and boulders from areas to be disturbed under this consent, for use in rehabilitating areas of disturbance.

Annual Work Plan

37. Before exercising this consent, the Consent Holder shall submit the first Annual Work Plan to the Consent Authority and thereafter submit an Annual Work Plan prior to each anniversary of the date of commencement of the consent.
38. The Annual Work Plan shall include:
- a. A description of all the mining operations, mitigation measures, rehabilitation, monitoring and reporting carried out in the last 12 months.
 - b. An explanation of any departure in the last 12 months from the previous Annual Work Plan.
 - c. A detailed description of all mining operations, mitigation measures, rehabilitation, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - d. Long-term projections and intentions for mining operations in relation to the future exercise of this consent.
 - e. An explanation of any intended departure from any previous Annual Work Plan in the next 12 months.
 - f. A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps.
 - g. A summary of any complaints received and the mitigation measures adopted.
 - h. A full report describing and evaluating the mitigation measures used in the last 12 months.
 - i. A full report on the rehabilitation undertaken during the exercise of the consent and the results of these measures.
 - j. Plans showing the actual footprints of all works and structures and any proposed changes at the end of the next 12 months.

- k. Plans showing the actual contours of all works and structures and any proposed changes in contours at 10 metre intervals at the end of the next 12 months.
 - l. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent.
 - m. An up to date and detailed calculation of the cost of rehabilitation of the site.
 - n. An up to date and detailed calculation of the costs of the monitoring required by the conditions of this consent and until the consent expires.
 - o. An up to date mine closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months, how the Consent Holder proposes to comply with the conditions of this consent on closure and an up to date and detailed calculation of the costs of complying with all conditions of consent if mining were to stop in the next 12 months.
 - p. Any other information required by any other condition of this consent.
39. The up to date costs of rehabilitation, monitoring and compliance with all conditions of this consent, as required by Parts l to o of Condition 38 above shall be independently audited and provided to the Consent Authority with the Annual Work Plan.
40. The Consent Authority may at any time commission an additional independent audit of the costs of rehabilitation, monitoring and compliance with all conditions of this consent, as provided by Condition 39 above. The Consent Holder shall meet the costs of any such audit.
41. The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may reasonably request after considering any Annual Work Plan. This information or report shall be provided in the time and manner required by the Consent Authority.
42. The Consent Holder shall exercise the consent in accordance with the Annual Work Plan.
43. The Consent Holder may, at any time, submit to the Consent Authority an amended Annual Work Plan provided it complies with all other conditions of the consent.

Specific Conditions for consent

44. The mine area boundaries shall be confirmed and clearly marked before any vegetation disturbance or earth works take place.
45. Public access is not to be permanently restricted on legal road reserve.
46. As far as practicable, lighting shall be focused and shaded to minimise glare and lightspill and so as not to create a nuisance to residents, traffic, or to act as a distraction to wildlife.
47. The colours used for all buildings and structures shall be recessive.
48. The modification of riparian margins associated with development of the Blackwater Gold Project shall be restricted to within the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered

EDENG0102. The total area of riparian margin modification shall not exceed those identified areas by more than 10%.

49. The removal of indigenous vegetation associated with development of the Blackwater Gold Project shall be restricted to within Section 10 Blk XVI Mawheraiti SD in addition to the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of indigenous vegetation clearance shall not exceed those identified areas by more than 10%.

Construction and Operational Management Plan

50. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare and submit to the Consent Authority a Construction and Operational Management Plan that sets out the practices and procedures, with respect to construction and operation of the Blackwater Gold Project site, to be adopted in order that compliance with the conditions under this consent can be achieved.
51. The Construction and Operational Management Plan shall as a minimum address the following matters:
- a. Description of all construction works, construction methods and equipment to be used.
 - b. Construction programme including timetable, sequence of events and duration.
 - c. Detailed design, location, operation and maintenance of stormwater runoff control and sediment control facilities during construction activities and operation of the mine site, including detailed engineering plans and design specifications for temporary and permanent silt dams and diversion channels.
 - d. Detailed plans and specifications for the alignment of the access road, the location and placement of the bridge and culverts, and areas of cut and fill on the roads.
 - e. Procedures for stripping and salvage of vegetation, soil material and other material suitable for rehabilitation purposes.
 - f. Landscaping and rehabilitation of disturbed areas after the initial construction phase at the Blackwater Gold Project site, where appropriate.
 - g. Monitoring, complaints and reporting procedures during construction activities and operation of the Blackwater Gold Project site.
 - h. Procedure for locating, recording and documenting historical mine sites at the Blackwater Gold Project site.
 - i. Training and supervision of operators and contractors during construction activities and operation of the Blackwater Gold Project site.
 - j. Detailed engineering plans and design specifications for the construction and maintenance (where appropriate) for the following structures and activities:
 - i. Mine decline and portal area.
 - ii. Silt dams and any other dam structures.
 - iii. All bridges and culverts.
 - iv. Waste rock stacks.
 - k. The Consent Holder shall provide a certificate(s) to the Consent Authority, signed by a Registered Engineer experienced in the construction of structures stating

that the engineering plans relating to the structures have been designed in accordance with accepted civil engineering practices and the Building Act.

- l. Details on the management of ore trucks operating on Snowy River Road. This shall include information relating to scheduling the movements of trucks and any passing bays required for trucks passing on Snowy River Road.
- m. Mitigation measures to avoid nuisance dust emissions from the Blackwater Gold Project.

52. The Construction and Operational Management Plan shall comply with the relevant conditions of this consent and may be amended, as the Consent Holder considers appropriate during the period of this consent. Any amendments to the Plan must be submitted to the Consent Authority as soon as practicable.

53. All activities authorised by this consent shall be undertaken in accordance with the provisions of the Construction and Operational Management Plan prepared pursuant to Condition 50 of this consent.

Hours of Operation

54. Mining and ancillary activities may operate 24 hours a day, seven days a week.

Truck Operations

55. Trucking movements along Snowy River Road related to mining and ancillary activities shall only occur between the hours of 7am and 9.30pm.

56. Truck movements related to mining and ancillary activities along Snowy River Road shall not exceed a maximum of 28 vehicles trips per day. Notwithstanding this, for 60 days per annum this may increase to 48 vehicle trips per day provided that the Consent Holder shall give 5 days notice of truck movements to the occupiers of land in Snowy River Road.

57. Trucking operations shall be scheduled around the school bus timetable so trucks are not using Snowy River Road when the school bus is using the road.

Roading

58. That the road to be formed on Council road reserve, or any alterations, upgrades or additions to existing road on road reserve shall be formed in accordance with NZS 4404: 2010.

59. Prior to any works being undertaken in accordance with Condition 58, the Consent Holder shall submit 'proposed' engineering designs including plans and specifications identifying the extent of the proposed road construction works, together with a Design and Access Statement prepared in accordance with NZS4404:2010. The engineering designs shall include details of all aspects of the alterations and certification from a Chartered Professional Engineer practising in Civil Engineering that all proposed works comply with NZS 4404:2010. The designs are to be approved by Council's Manager of Operations prior to physical works being undertaken.

Advice Note: The applicant will seek approval from Council's Manager of Operations for any variation to the requirements of NZS 4404:2010. Any variation approved will be recorded in writing and must be confirmed prior to construction.

60. All construction work on road reserve is to be undertaken by a Council approved contractor.
61. The consent holder shall install all road marking and signage on road within Council road reserve outlined in Condition 59 in accordance with NZS4404:2010.
62. On completion of the road construction and prior to the commencement of activities on site, certification in accordance with NZS4404:2010 from the supervising Chartered Professional Engineer who oversaw the construction of works within the road reserve outlined in Condition 59, shall be provided to Council confirming that the roading has been constructed to the design approved under Condition 59. The Chartered Professional Engineer must also prepare and supply to the Council As-Built plans in a form acceptable to Council as outlined in Appendix 1. In accordance with NZS4404:2010 the Chartered Professional Engineer shall provide test results for all materials used as requested by the Council's Manager of Operations
63. That any damage to the roads attributable to the mining operations will be repaired by the consent holder. Damage is to be repaired as soon as possible.
64. The consent holder shall seal Snowy River Road from the end of the existing seal to the turn off to the proposed bridge over the Snowy River. This is a distance of approximately 500 metres.
65. The Consent Holder shall maintain the access road and bridge for the duration of the consent.
66. The consent holder shall construct passing bays on Snowy River Road. The number, location and formation standards of these are to be agreed by the Manager Operations through the 'proposed' engineering designs which are required under Condition 59. Passing bays shall be entirely constructed on the legal road reserve.
67. Trucks using Snowy River Road in relation to mining and ancillary activities shall only pass each other using constructed passing bays.
68. Standard New Zealand Transport Agency warning signs (type PW-31) are to be placed on Snowy Road stating, "Children". These signs to be paid for by applicants and placed near the Mossy Creek Bridge No.1 and the State Highway 7 intersection of Snowy River Road.
69. That all ore is to be transported using truck and/or truck and trailer units. These trucks and trailers are to be covered.
70. The Snowy Road intersection with State Highway 7 shall be widened in accordance with NZ Transport Agency's Rural Road Intersection layout, but without the requirement for kerbing and channelling.
71. The centre of Snowy River Road at the intersection with State Highway 7 will be relocated north by approximately 10 metres and will be aligned perpendicular to State Highway 7 over the last 10 metres.
72. Full seal widening in accordance with Rural Road Intersection layout shall be undertaken on State Highway 7 south of the Snowy River Road intersection. Seal

widening to the north of the Snowy River Road intersection shall be shortened to accommodate the guardrail on the approach to Snowy River bridge.

73. The Snowy River Road approach to the intersection with State Highway 7 shall be widened for approximately 50 metres down Snowy River Road from the intersection.
74. Truck crossing signs shall be installed to the north and south of the Snowy River Road intersection with State Highway 7.
75. Those works identified in conditions 70 to 74 shall be completed within one month of ~~the excavation of the mining and ancillary activities surface decline~~ commencing except where this would result in the works occurring during 1 May to 30 September outside the 'sealing season' in which case the works will be completed within one month of (the next occurring) 1 October.

Blasting

76. A programme of blasting times shall be notified publicly by way of notice erected at the road entrance to the mine area and by circular or public advertisement to local residents, the Department of Conservation, West Coast Regional Council and the Buller District Council prior to any such blasting taking place and at regular intervals not exceeding twelve months thereafter (this notice can be contained in the annual work plan provided to the Buller District Council in accordance with condition 37). Changes to the blasting programme shall be notified at least three days prior to implementation.
77. Blasting above-ground shall be restricted to the hours between 6:30am and 6pm during portal development.
78. There shall be no restriction on the hours during which underground blasting may be undertaken.
79. Sound generated by the use of explosives shall be assessed within the notional boundary of any dwelling not owned by the Consent Holder other than on the site to which the consent applies, and shall not exceed a peak overall sound pressure level of 120 dBC measured at a suitable location as specified in AS2187.
80. Subject to application of NZS 6801:1991 and NZS 6802:1999 for measurement of sound, all use of explosives and measurement shall be in accordance with Australian Standard AS 2187.2 – 1993 "Explosives – Storage, Transport and Use, Part 2 Use of Explosives".
81. Details of all blasts shall be entered into a record book kept for that purpose and shall be available to the Buller District Council on request.
82. The peak overall sound pressure level due to air blast shall not exceed 128 dB linear unweighted measured at any private residence not owned by the Consent Holder.
83. Ground vibration levels measured at any residence not owned by the Consent Holder shall not exceed 10 mm per second peak particle velocity measured in the frequency range of 3 hertz to 20 hertz, thereafter NZS 4403 Code of Practice for the Storage, Handling and Use of Explosives or any other Codes of Practice which may from time to time be current shall apply.

84. The Consent Holder shall monitor blasting activities. Monitoring sites shall be located 20 metres from the most exposed face of the two dwelling houses closest to the Snowy Decline which are not owned by the Consent Holder. Any exceedances shall be reported to the Council within 48 hours of recording.
85. The Consent Holder shall undertake blast monitoring at three monthly intervals for at least 12 months following the commissioning of the Snowy Decline. In the event of the above monitoring indicating compliance with the conditions, the frequency of monitoring will change from three monthly to six monthly periods with results being reported in the annual work plan.

Heritage

86. If previously unrecorded archaeological material is uncovered or observed during work in any location (and in accordance with condition 87 – 89) work shall cease immediately. An archaeologist should be brought onto site to record the disturbed material and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.
87. Notwithstanding condition 88, an archaeologist shall be present to monitor all work that involves disturbance to any known archaeological site to record sites or information that may be revealed, and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.
88. An Accidental Discovery Protocol shall be prepared to establish procedures for identifying, reporting and managing any features of archaeological significance that may be uncovered during the exercise of this consent.
89. Should any cultural artefacts be discovered during the development, the applicant will inform Te Runanga O Ngai Tahu and Te Runanga O Ngati Waewae of the discovery.

Noise

90. Subject to the express provisions of this condition noise level shall be measured in accordance with the requirements of New Zealand Standard, NZS 6801: 1999 “*Acoustics - Measurement of Environmental Sound*”. And assessed in accordance with the provision of the New Zealand Standard, NZS 6802: 1991 “*Assessment of Environmental Sound*”.

Note: the measurement of noise differs to the measurement of blasting noted in conditions 76-85.
91. All equipment and machinery shall be regularly maintained to ensure noise levels are as low as reasonably attainable but at no time shall they exceed the levels permitted by the consent.
92. The consent holder shall prepare, adopt and maintain a Trucking Noise Management Plan for the Blackwater Gold Project Mining operations. This plan is to detail measures

to mitigate production of unreasonable noise associated with trucking operations. This shall include information relating to the speed of trucks, hours of operation of trucks, maintenance of roading surfaces and maintenance of trucks and associated equipment.

Operational Noise

93. All activities shall be carried out so as to ensure the following noise limits are not exceeded within the timeframes stated:

- 8 am- 11pm daily Monday to Friday and Saturday 8am to 6pm 55dBA L₁₀
- at all other times including any public holiday 45dBA L₁₀ 75dBA L_{max}

The assessment location shall be at any point within the notional boundary of any dwelling other than a dwelling on the site to which the consent applies. Sound levels shall be assessed in accordance with the provisions of NZS 6802:1991 *Assessment of Environmental Sound*. Adjustments for special audible characteristics, if warranted, shall apply as provided for in clause 4.3-4.4 of NZS 6802:1991.

Construction Noise

94. Construction noise from activities on the site shall be measured and assessed in accordance with NZS 6803:1999 *Acoustics – Construction Noise* and subject to the proviso following the table, shall not exceed the noise limits for the relevant timeframe stated in Table 1 below.

Table 1 Noise Limits for Construction Noise

Time of week	Time period	Duration of work*					
		Typical duration dBA		Short term duration dBA		Long term duration dBA	
		Leq	Lmax	Leq	Lmax	Leq	Lmax
Weekdays	0630-0730	60	75	65	75	55	75
	0730-1800	75	90	80	95	70	85
	1800-2000	70	85	75	90-	65	80
	2000-0630	45	75	45	75	45	75
Saturdays	0630-0730	45	75	45	75	45	75
	0730-1800	75	90	80	95	70	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75
Sundays and public holidays	0630-0730	45	75	45	75	45	75
	0730-1800	55	85	55	85	55	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75

"Duration of work" – In this table:

"short-term" means construction work at any one location for up to 14 calendar days;

"typical duration" means construction work at any one location for more than 14 calendar days but less than 20 weeks; and

"long-term" means construction work at any one location with a duration exceeding 20 weeks.

Provided that the provisions of the Standard related to the duration of construction events and the more or less stringent noise limits in Table 1 which are applicable in such circumstances shall apply.

Noise and Vibration Monitoring

95. The Consent Holder shall be responsible for monitoring noise generated by any activities on the site. For construction noise, monitoring shall be every month for 6 months then should no non compliances occur, every 6 months during the decline portal construction, monitoring is also required in the event any complaints are received.
96. For non-construction activities, monitoring shall be undertaken one yearly intervals' or as it is necessary to identify problem sources of noise. Measurements shall be undertaken by suitably trained staff working under the direction of an appropriately qualified person.
97. Where the Consent Holder detects a breach of the noise limits contained in the conditions of consent, the Consent Holder shall immediately investigate the activity identified as responsible for the breach and ensure that appropriate remedial action is taken to comply with the noise limits in these conditions.
98. Reports on Noise Monitoring activities shall be forwarded to the Council on request and at least annually within one month of the anniversary of the issue of this consent or be contained in the Annual Work Plan or other convenient date as may be agreed between the Consent Holder and the Council.
99. The Consent Holder shall maintain a written register of all complaints regarding noise including vibration. The Consent Holder shall advise the Buller District Council within 48 hours of any complaint regarding operational or construction noise and of the action taken to remedy or mitigate the cause of the complaint. A report relating to noise emissions for the previous year shall be compiled annually contained in the annual work plan and include the following:
 - (i) The results of noise and any vibration monitoring together with interpretative comments;
 - (ii) The measures adopted to control emissions and the success of these measures;
Any modifications to be introduced to more effectively control noise levels at the site;
 - (iii) Any incidents or problems with achieving consent compliance;
 - (iv) A summary of any complaints received and the mitigation measures that were adopted.

Development Contribution

100. Should the value of the proposed development amount to a total of \$500,000 or above, in accordance with Part 8 of the Buller District Plan a financial contribution of cash shall be paid to Buller District Council for the provision of reserves and facilities. The calculation for assessing the financial contribution shall be 0.5% of the total value of the development. The consent holder shall advise Council of the value of the proposed development, and shall pay the cash amount of the contribution to the Buller District Council prior to the commencement of any works covered by this consent. The calculation of the development contribution shall be based on the estimated costs of the following components of the activity:
 - i. Construction of buildings (i.e. total cost of all buildings),
 - ii. Costs of drainage works and road formation, and

- iii. Costs associated with removal of vegetation (excluding costs of rehabilitation planting etc).

Surrender of Previous Consent

101. The physical works approved under this consent cannot be undertaken until such time as Resource Consent 040010 issued by the Buller District Council has been surrendered.

REASONS FOR DECISION:

Section 113(4) of the Resource Management Act 1991, requires that every decision on a resource consent that has not been notified shall be in writing and state reasons for the decision.

1. Written approval of the one affected party has been obtained.
2. The proposal seeks to change the timing of roading upgrades around the Snowy Road intersection with State Highway 7. This is not expected to result in any adverse traffic effects given revisions to project methodology has resulted in a reduction in heavy vehicle movements during the development phase. The upgrades are still required to be completed prior to the operational phase of the project when heavy vehicle movements will increase significantly.
3. The proposal is considered to achieve the sustainable management purpose of the Resource Management Act 1991 and is consistent with the objectives and policies of Buller District's operative and proposed plans.

Please note that a copy of the Planning Officer's Report, which explains further the reasons given above, can be forwarded to you on request and is also available at the Council office to view.



Dated at Westport this 21st day of November 2019



PO Box 21 • Westport 7866 • New Zealand
Ph: (03) 788 9111 • E: info@bdc.govt.nz
www.bullerdc.govt.nz • www.westcoast.co.nz
f Buller District Council

File Reference: RC130025a
Valuation Roll No. 1900020200

22 November 2019

Oceana Gold (New Zealand) Limited
C/- Anderson Lloyd
Private Bag 1959
Dunedin 9054

Attention: Pip Walker
By email: pip.walker@al.nz

Dear Pip

APPLICATION FOR RESOURCE CONSENT RC130025a

The Buller District Council's decision on the abovementioned resource consent is enclosed.

If you are happy with the decision made by Council, the consent may be acted upon subject to any conditions included in the decision. Council staff will monitor the site to check that conditions have been complied with.

If not acted upon, the consent will lapse after five years from the date of the decision, unless otherwise specified in this decision or unless extended upon application to Council. Please refer to section 125 of the Resource Management Act 1991 (RMA) for further details.

If you do not agree with the whole or any part of the decision, you may appeal the whole or any part of the decision to the Environment Court. An appeal may be lodged with the Environment Court within 15 working days of the date of this notification being delivered to you in the normal course of post. The address of the Environment Court is PO Box 2069, Christchurch 8140. A copy of any appeal should also be sent to the Buller District Council, PO Box 21, Westport 7866.

Please refer to sections 120-121 of the RMA and also the Resource Management (Forms, Fees and Procedure) Regulations 2003 for further details on appealing resource consent decisions.

If you are in doubt about your rights to appeal, or require an extension of time, you should discuss this with your solicitor/agent.

If you have any further queries please do not hesitate to contact me.

Yours faithfully

Carissa du Plessis
Acting TEAM LEADER PLANNING

RESOURCE CONSENT DECISION – RC130025a (S.127 Variation)

Pursuant to Sections 104, 104B, 108 and 127 of the Resource Management Act 1991, Buller District Council **GRANTS** the application by Oceana Gold (New Zealand) Limited to change the conditions of RC130025. **The amended conditions of RC130025a are detailed below** (showing deletions in strike through and additions underlined).

Location:	Snowy River Road, Ikamatua
Legal Description:	Sections 9 and 10 Block XVI Mawheraiti Survey District
Computer Freehold Register:	NL10A/347
Valuation Roll Number:	1900020200

Approved Plans:

No additional plans are approved for this application.

CONDITION(S):

Pursuant to Section 108 of the Resource Management Act 1991 the application to change the conditions of RC130025 is granted subject to the following amendments. The conditions of RC130025a are reproduced in full below, showing deletions in strike through and additions underlined.

General

1. All activities authorised by these consents shall be undertaken in accordance with the information contained in the Application, Assessment of Environmental Effects (OceanaGold (New Zealand) Limited, Blackwater Gold Project, February 2013) ("the Assessment of Environmental Effects"), and all supporting technical documents and plans, as provided to the Consent Authority, and the variation received 26 July 2019, except where inconsistent with these conditions, in which case the terms and conditions of this consent shall prevail.

Fees

2. The Consent Holder shall pay to the Consent Authority such administration, supervision and monitoring fees as are fixed from time to time by the Consent Authority in accordance with Section 36 of the Act. The Consent Holder shall meet the reasonable costs of compliance with all requirements and conditions of these consents.

Complaints and Non-compliance

3. The Consent Holder upon receipt of any complaint shall promptly investigate the complaint, take action to remedy or mitigate the cause of the complaint and inform the Consent Authority as soon as practicable of the details of the complaint and the action taken.
4. The Consent Holder shall maintain and keep a complaints' register for all aspects of operations in relation to these consents. The register shall detail the date, time and type of complaint, cause of the complaint, and the action taken by the Consent Holder in response to the complaint. The register shall be available to the Consent Authority at all reasonable times. Complaints, which may infer non-compliance with the conditions of these consents, shall be referred to the Consent Authority as soon as practicable.

5. Unless otherwise stated within these consents, in the event of any breach of compliance with the conditions of these consents the Consent Holder shall notify the Consent Authority within 48 hours of the breach being detected. Within 5 days of any breach the Consent Holder shall provide written notification to the Consent Authority which explains the cause of the breach, and if the cause was within the control of the Consent Holder, steps which were taken to remedy the breach and steps which will be taken to prevent any further occurrence of the breach.
6. The Consent Holder shall remain liable under the Act for any breach of conditions of these consents which occur before the expiry of the consent and for any adverse effects on the environment which become apparent during or after the expiry of these consents.

Notification of Exercise of Consent

7. The Consent Holder shall notify the Consent Authority in writing of the intention to exercise this consent at least four weeks prior to, but not more than six months prior to, the commencement of any activities authorised by this consent.
8. Notwithstanding Condition 7, the Consent Holder shall notify the Consent Authority in writing as soon as practicable of the date that activities first commence under this consent.
9. The Consent Holder shall notify the Consent Authority in writing of the intention to cease the exercise of this consent at least 6 months prior to the activities under this consent ceasing.
10. The Consent Holder shall notify the Consent Authority in writing as soon as practicable after activities under this consent cease.

Lapsing of Consents

11. Pursuant to Section 125(1) of the Act all resource consents shall lapse on the expiry of ten years after the date of commencement of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1)(b) of the Act, or the Consent Authority grant a longer period of time.

Bonds

12. The consent holder shall provide and maintain in favour of the West Coast Regional Council and the Buller District Council (jointly for their respective interests) ("the Councils") a bond or bonds to secure the compliance by the consent holder with all of the conditions of consents:
 - a. RC13042/1 to RC13042/15, inclusive, granted by the West Coast Regional Council; and
 - b. RC13/25 granted by the Buller District Council.
including the completion of all rehabilitation works required by these consents and all monitoring obligations of the Consent Holder and to avoid, remedy, or mitigate any adverse effects on the environment arising as the result of the exercise of the consents set out above.

13. The Consent Holder shall provide a bond or bonds for the quantum for a minimum of a three year term, such term to be renewed for a minimum of a further three year term (or such other term as the parties may agree) on a yearly basis on the anniversary of the date of commencement of these consents.
14. Form of Bond
The bond or bonds shall be in a form approved by a firm of solicitors nominated by the West Coast Regional Council and Buller District Council jointly, taking into account the ability of the Consent Holder to arrange a guarantor or surety ("the guarantor") and the guarantor's acceptance of the term of the bond.
15. Content of Bond
The bond or bonds shall provide that the Consent Holder shall be liable and remain liable for meeting:
 - a. The cost of remedying or mitigating any breach of the conditions of the consents as detailed in Condition 12 hereof; and
 - b. The cost of avoiding, remedying or mitigating and or monitoring any adverse effect on the environment which become apparent during or after the expiry of the consents set out above.
16. Payment
 - a. Unless the bond is a cash bond, the payment of the bond quantum by the Consent Holder shall be guaranteed by a guarantor acceptable to the Buller District Council and the West Coast Regional Council.
 - b. The guarantor shall bind itself to pay up to the bond quantum for the carrying out and completion of all obligations of the Consent Holder under the bond.
 - c. If the Consent Holder is unable at any time to arrange a guarantor for the quantum, the Consent Holder shall provide a cash bond or bonds for the quantum within 12 months of the date of the renewal referred to in Condition 13 above.
17. Term
The bond or bonds shall remain in place for a period of ten years after the surrender, expiry or lapsing of the consents referred to in Condition 12.
18. Amount
 - a. The Consent Holder shall provide the Councils with a report which recommends the amount of the initial bond ("the Bond Report") within 30 days from the date of commencement of these consents.
 - b. The amount of the initial bond shall be reviewed and fixed by the Councils in accordance with the Bond Report not later than 20 working days after the date of which the Councils receive the Bond Report.
 - c. The Consent Holder shall put in place the bond fixed by the Councils in accordance with Condition 18(b) above within 10 working days of the date on which the bond is fixed.

- d. The West Coast Regional Council and the Buller District Council may jointly vary the amount of the bond from time to time (either up or down) at yearly intervals within one month of the anniversary of the date of commencement of these consents ("the Review Date") after the Consent Holder has provided the two Councils with the annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 12, as identified in Conditions 38 to 40 (Annual Work Plan).
- e. The annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 18(d) shall be prepared by an independent advisor, with expertise in mining bond calculation, mutually acceptable to Consent Holder and the two Councils, and be supplied to the Councils at least one month prior to the Review Date.
- f. In setting any new bond sum, the Councils shall have particular regard to the updated estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents provided by the Consent Holder in accordance with Conditions 18(d) and 18(e). The two Councils shall also take into account the quantum and purpose of any bond provided by the Consent Holder in favour of the Minister of Conservation.
- g. The amount of the bond shall be advised in writing to the Consent Holder within one month after the Review Date.
- h. The Consent Holder shall meet the reasonable costs of bond reviews.
- i. In accordance with note 3 (Change or Cancellation of Conditions), the Consent Holder may apply to vary the amount of the bond pursuant to Section 127 of the Act.
- j. If at any time the amount of the bond is varied pursuant to this condition or pursuant to any application, then the Consent Holder (and unless the bond is a cash bond, the guarantor approved by the West Coast Regional Council and Buller District Council) shall, within thirty (30) days of being advised of the new bond quantum, execute and lodge with the Consent Authorities a new bond for the varied amount or the additional amount required in excess of the existing bond.
- k. The Consent Holder shall not exercise or shall cease to exercise these consents:
 - i) Until the bond referred to in Condition 18(a) hereof is executed by the Consent Holder and guarantor and deposited with the consent authorities, and
 - ii) In respect of any varied or reviewed bond referred to in Condition 18(d), after thirty (30) working days has expired from the date the Consent Holder was notified of the terms of the varied or reviewed bond by either

Council, unless the varied or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor) and has been deposited with the Consent Authorities, or

- iii) In respect of any bond sum changed or reviewed pursuant to Sections 127 or 128 of the Act, after thirty (30) working days has expired from the date the Consent Holder was notified of the decision of the changed or reviewed bond by either Council, unless the changed or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor), and has been deposited with the Consent Authorities.

19. **Transfer of Consents**

If any consent is transferred in part or whole to another party or person, the bond lodged by the transferor shall be retained until any outstanding work at the date of the transfer is completed to ensure compliance with all conditions of these consents unless the Consent Authorities are satisfied adequate provisions have been made to transfer the liability to the new Consent Holder.

20. **Costs**

The Consent Holder shall meet the reasonable costs of providing any bond, including the costs of preparation of the bond and any substitute bond.

Subsidence

21. Prior to commencement of the decline tunnel construction the consent holder shall implement a Subsidence Monitoring Programme, that shall measure and evaluate the evidence of surface subsidence, if any, and the accuracy of subsidence predictions. The Subsidence Monitoring Programme shall include the following monitoring requirements:
 - a. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the first 200m of the decline tunnel commencing at the portal. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of the decline tunnel construction; and
 - ii. Three monthly during the tunnel construction phase for 12 months; and
 - iii. Yearly intervals after the first twelve months period, until the surrender, expiry or lapsing of the consent.
 - b. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the ground above the historic mine workings. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of dewatering of the historic workings; and
 - ii. Three monthly during the dewatering phase; and
 - iii. Yearly intervals after dewatering is completed, until the surrender, expiry or lapsing of the consent.

22. Monitoring results of the Subsidence Monitoring Programme shall be included in the Annual Work Plan and forwarded to the Council.

Hazardous Substances

23. The Consent Holder shall ensure that all fuels, oils and chemicals stored or used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves. Run-off from such storage areas shall be directed through oil/water separators and shall not contain more than 20 g/m³ of total petroleum hydrocarbons nor more than 100 g/m³ of total suspended solids.
24. Refuelling, lubrication and any mechanical repairs shall be undertaken in an area that provides sufficient mitigation measures to ensure that no spillages onto the land surface or into water occur.
25. All substation facilities containing transformers that hold more than 200 litres of oil shall provide for secondary containment sufficient in size to hold the volume of oil stored in the largest transformer.

Note: The storage of hazardous substances shall take place in accordance with Materials Safety Data Sheets and the Hazardous Substances and New Organisms Act 1996.

Contingency and Response Plan

26. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare a Contingency and Response Plan that sets out the procedures to be followed by it and parties under its control in the event of any accidental discharge of contaminants not specifically authorised by the conditions of these consents. The plan may be amended, as the Consent Holder considers appropriate, during the period of these consents. A copy of any amendments are to be supplied to the consent authority.
27. The Contingency and Response Plan shall as a minimum address the following matters:
- Accidental spills of oil, fuel or chemicals at the Blackwater Gold Project site.
 - Rupture or spillage from any pipeline transporting material, water or contaminants around the mine site.
 - Spillages during transportation of hazardous substances or gold ore to or from the mine site.
 - A list of all hazardous substances and potentially contaminating materials held on site and the procedures to be adopted in the event of spillage of any of these substances or materials.
 - Emergency response procedures and emergency contacts during the event of:
 - Power failure; and
 - Fire; and
 - Natural event/disaster.
 - The personnel who will be on site and their responsibilities, such that the provisions of the plan can be implemented at all times.

28. At any time during the period of these consents, a copy of the latest version of the Contingency and Response Plan, prepared in accordance with Condition 26 above, shall be forwarded to the Consent Authority if so requested.
29. The Consent Holder shall ensure that a copy of the Contingency and Response Plan, prepared in accordance with Condition 26, is kept on site at all times and all appropriate personnel listed under Condition 27 are made aware of the Plan's contents.

Rehabilitation Plan

30. Prior to any activities commencing under these consents, the Consent Holder shall prepare and submit to the Consent Authority a comprehensive site Rehabilitation Plan detailing the rehabilitation strategies for all facilities and operational areas to be adopted during operation of the mine and post-mining phase in order that compliance with all closure and rehabilitation conditions of the consents can be achieved.
31. The Rehabilitation Plan shall as a minimum address the following specific objectives:
 - a. To establish an appropriate vegetation cover.
 - b. To ensure short and long term stability of all structures and works and their surrounds.
 - c. To minimise maintenance after completion of rehabilitation.
 - d. To protect water and soil from the effects of erosion.
 - e. To restore all disturbed watercourses, including their banks and beds, to a natural and stable condition.
 - f. To ensure water leaving the Blackwater Gold Project site, including the portal and associated waste rock stacks, is in a condition suitable for aquatic life.
 - g. To remove all buildings, structures, plant and equipment including water treatment plant, if required.
 - h. To control pest plants on the Blackwater Gold Project site.
32. All rehabilitation shall address the following specific matters:
 - a. Topsoil and Vegetation Cover
 - i The Consent Holder shall as far as practicable, stockpile topsoil, unless the material is required for construction purposes. All salvaged material shall be used for rehabilitation purposes.
 - ii Revegetation shall be progressive as areas of practical working size become available.
 - iii All areas that have been revegetated under these consents shall be maintained as necessary to ensure that they meet the objectives under Condition 31 at all times.
 - b. Waste Rock Stacks
 - i The Consent Holder shall design and construct all waste rock stacks in accordance with the Annual Work Plan.
 - ii. The Consent Holder shall locate, form and shape all waste rock stacks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms.
 - iii. Waste rock stacks shall be progressively revegetated in accordance with other conditions of this consent.

- c. Removal of Buildings and Structures
 - i. Before the expiry of the consent, the Consent Holder shall remove all buildings, structures, plant and equipment (whether attached to the land or not) associated with the exercise of this consent, unless the landowner requires them to remain for future use.
 - ii This condition does not apply to any plant, equipment, or monitoring structure which is permitted or required to remain after this consent expires.
- d. Removal of Access Roads and Haul Roads
 - i. Any access roads and haul roads constructed within the area shall not remain in place for vehicle use in the future unless the landowner requires them to be left open.
 - ii. If any access roads/haul roads are not required, the road surface shall be ripped and all available soil material pulled back over the road.
 - iii. The road shall be contoured to conform to the surrounding landscape and revegetated in accordance with rehabilitation conditions of this consent.
 - iv. If any access roads/haul roads are not required, they shall have all bridges and culverts **removed** with the beds and banks of the watercourse returned to a natural and stable condition.

33. The Consent Holder shall undertake all rehabilitation in accordance with the Rehabilitation Plan prepared in accordance with Condition 30, except that the Rehabilitation Plan shall be reviewed annually and any amendments to the plan shall be reported in the Annual Work Plan.

Rehabilitation

34. Immediately following the commencement of activities under this consent, the Consent Holder shall initiate and maintain a programme of progressive rehabilitation and revegetation of the land in accordance with the specific objectives and matters set out in General Conditions 30-33 and in accordance with the Blackwater Gold Project Rehabilitation Plan prepared pursuant to Condition 30.
35. Once sites presently comprising indigenous forest are no longer required for mine operations (e.g., the margins of the Snowy Decline tunnel entrance), restoration will be undertaken using appropriate native species following the procedures outlined in the Blackwater Gold Project Rehabilitation Plan prepared pursuant to Condition 30.
36. Where practicable, the Consent Holder shall salvage all topsoil and forest duff including vegetation, subsoil, logs and boulders from areas to be disturbed under this consent, for use in rehabilitating areas of disturbance.

Annual Work Plan

37. Before exercising this consent, the Consent Holder shall submit the first Annual Work Plan to the Consent Authority and thereafter submit an Annual Work Plan prior to each anniversary of the date of commencement of the consent.
38. The Annual Work Plan shall include:
- a. A description of all the mining operations, mitigation measures, rehabilitation, monitoring and reporting carried out in the last 12 months.

- b. An explanation of any departure in the last 12 months from the previous Annual Work Plan.
 - c. A detailed description of all mining operations, mitigation measures, rehabilitation, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - d. Long-term projections and intentions for mining operations in relation to the future exercise of this consent.
 - e. An explanation of any intended departure from any previous Annual Work Plan in the next 12 months.
 - f. A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps.
 - g. A summary of any complaints received and the mitigation measures adopted.
 - h. A full report describing and evaluating the mitigation measures used in the last 12 months.
 - i. A full report on the rehabilitation undertaken during the exercise of the consent and the results of these measures.
 - j. Plans showing the actual footprints of all works and structures and any proposed changes at the end of the next 12 months.
 - k. Plans showing the actual contours of all works and structures and any proposed changes in contours at 10 metre intervals at the end of the next 12 months.
 - l. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent.
 - m. An up to date and detailed calculation of the cost of rehabilitation of the site.
 - n. An up to date and detailed calculation of the costs of the monitoring required by the conditions of this consent and until the consent expires.
 - o. An up to date mine closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months, how the Consent Holder proposes to comply with the conditions of this consent on closure and an up to date and detailed calculation of the costs of complying with all conditions of consent if mining were to stop in the next 12 months.
 - p. Any other information required by any other condition of this consent.
39. The up to date costs of rehabilitation, monitoring and compliance with all conditions of this consent, as required by Parts l to o of Condition 38 above shall be independently audited and provided to the Consent Authority with the Annual Work Plan.
40. The Consent Authority may at any time commission an additional independent audit of the costs of rehabilitation, monitoring and compliance with all conditions of this consent, as provided by Condition 39 above. The Consent Holder shall meet the costs of any such audit.
41. The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may reasonably request after considering any Annual Work Plan. This information or report shall be provided in the time and manner required by the Consent Authority.

42. The Consent Holder shall exercise the consent in accordance with the Annual Work Plan.
43. The Consent Holder may, at any time, submit to the Consent Authority an amended Annual Work Plan provided it complies with all other conditions of the consent.

Specific Conditions for consent

44. The mine area boundaries shall be confirmed and clearly marked before any vegetation disturbance or earth works take place.
45. Public access is not to be permanently restricted on legal road reserve.
46. As far as practicable, lighting shall be focused and shaded to minimise glare and lightspill and so as not to create a nuisance to residents, traffic, or to act as a distraction to wildlife.
47. The colours used for all buildings and structures shall be recessive.
48. The modification of riparian margins associated with development of the Blackwater Gold Project shall be restricted to within the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of riparian margin modification shall not exceed those identified areas by more than 10%.
49. The removal of indigenous vegetation associated with development of the Blackwater Gold Project shall be restricted to within Section 10 Blk XVI Mawheraiti SD in addition to the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of indigenous vegetation clearance shall not exceed those identified areas by more than 10%.

Construction and Operational Management Plan

50. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare and submit to the Consent Authority a Construction and Operational Management Plan that sets out the practices and procedures, with respect to construction and operation of the Blackwater Gold Project site, to be adopted in order that compliance with the conditions under this consent can be achieved.
51. The Construction and Operational Management Plan shall as a minimum address the following matters:
 - a. Description of all construction works, construction methods and equipment to be used.
 - b. Construction programme including timetable, sequence of events and duration.
 - c. Detailed design, location, operation and maintenance of stormwater runoff control and sediment control facilities during construction activities and operation of the mine site, including detailed engineering plans and design specifications for temporary and permanent silt dams and diversion channels.

- d. Detailed plans and specifications for the alignment of the access road, the location and placement of the bridge and culverts, and areas of cut and fill on the roads.
- e. Procedures for stripping and salvage of vegetation, soil material and other material suitable for rehabilitation purposes.
- f. Landscaping and rehabilitation of disturbed areas after the initial construction phase at the Blackwater Gold Project site, where appropriate.
- g. Monitoring, complaints and reporting procedures during construction activities and operation of the Blackwater Gold Project site.
- h. Procedure for locating, recording and documenting historical mine sites at the Blackwater Gold Project site.
- i. Training and supervision of operators and contractors during construction activities and operation of the Blackwater Gold Project site.
- j. Detailed engineering plans and design specifications for the construction and maintenance (where appropriate) for the following structures and activities:
 - i. Mine decline and portal area.
 - ii. Silt dams and any other dam structures.
 - iii. All bridges and culverts.
 - iv. Waste rock stacks.
- k. The Consent Holder shall provide a certificate(s) to the Consent Authority, signed by a Registered Engineer experienced in the construction of structures stating that the engineering plans relating to the structures have been designed in accordance with accepted civil engineering practices and the Building Act.
- l. Details on the management of ore trucks operating on Snowy River Road. This shall include information relating to scheduling the movements of trucks and any passing bays required for trucks passing on Snowy River Road.
- m. Mitigation measures to avoid nuisance dust emissions from the Blackwater Gold Project.

52. The Construction and Operational Management Plan shall comply with the relevant conditions of this consent and may be amended, as the Consent Holder considers appropriate during the period of this consent. Any amendments to the Plan must be submitted to the Consent Authority as soon as practicable.

53. All activities authorised by this consent shall be undertaken in accordance with the provisions of the Construction and Operational Management Plan prepared pursuant to Condition 50 of this consent.

Hours of Operation

54. Mining and ancillary activities may operate 24 hours a day, seven days a week.

Truck Operations

55. Trucking movements along Snowy River Road related to mining and ancillary activities shall only occur between the hours of 7am and 9.30pm.

56. Truck movements related to mining and ancillary activities along Snowy River Road shall not exceed a maximum of 28 vehicles trips per day. Notwithstanding this, for 60 days per annum this may increase to 48 vehicle trips per day provided that the

Consent Holder shall give 5 days notice of truck movements to the occupiers of land in Snowy River Road.

57. Trucking operations shall be scheduled around the school bus timetable so trucks are not using Snowy River Road when the school bus is using the road.

Roading

58. That the road to be formed on Council road reserve, or any alterations, upgrades or additions to existing road on road reserve shall be formed in accordance with NZS 4404: 2010.
59. Prior to any works being undertaken in accordance with Condition 58, the Consent Holder shall submit 'proposed' engineering designs including plans and specifications identifying the extent of the proposed road construction works, together with a Design and Access Statement prepared in accordance with NZS4404:2010. The engineering designs shall include details of all aspects of the alterations and certification from a Chartered Professional Engineer practising in Civil Engineering that all proposed works comply with NZS 4404:2010. The designs are to be approved by Council's Manager of Operations prior to physical works being undertaken.

Advice Note: The applicant will seek approval from Council's Manager of Operations for any variation to the requirements of NZS 4404:2010. Any variation approved will be recorded in writing and must be confirmed prior to construction.

60. All construction work on road reserve is to be undertaken by a Council approved contractor.
61. The consent holder shall install all road marking and signage on road within Council road reserve outlined in Condition 59 in accordance with NZS4404:2010.
62. On completion of the road construction and prior to the commencement of activities on site, certification in accordance with NZS4404:2010 from the supervising Chartered Professional Engineer who oversaw the construction of works within the road reserve outlined in Condition 59, shall be provided to Council confirming that the roading has been constructed to the design approved under Condition 59. The Chartered Professional Engineer must also prepare and supply to the Council As-Built plans in a form acceptable to Council as outlined in Appendix 1. In accordance with NZS4404:2010 the Chartered Professional Engineer shall provide test results for all materials used as requested by the Council's Manager of Operations
63. That any damage to the roads attributable to the mining operations will be repaired by the consent holder. Damage is to be repaired as soon as possible.
64. The consent holder shall seal Snowy River Road from the end of the existing seal to the turn off to the proposed bridge over the Snowy River. This is a distance of approximately 500 metres.

65. The Consent Holder shall maintain the access road and bridge for the duration of the consent.
66. The consent holder shall construct passing bays on Snowy River Road. The number, location and formation standards of these are to be agreed by the Manager Operations through the 'proposed' engineering designs which are required under Condition 59. Passing bays shall be entirely constructed on the legal road reserve.
67. Trucks using Snowy River Road in relation to mining and ancillary activities shall only pass each other using constructed passing bays.
68. Standard New Zealand Transport Agency warning signs (type PW-31) are to be placed on Snowy Road stating, "Children". These signs to be paid for by applicants and placed near the Mossy Creek Bridge No.1 and the State Highway 7 intersection of Snowy River Road.
69. That all ore is to be transported using truck and/or truck and trailer units. These trucks and trailers are to be covered.
70. The Snowy Road intersection with State Highway 7 shall be widened in accordance with NZ Transport Agency's Rural Road Intersection layout, but without the requirement for kerbing and channelling.
71. The centre of Snowy River Road at the intersection with State Highway 7 will be relocated north by approximately 10 metres and will be aligned perpendicular to State Highway 7 over the last 10 metres.
72. Full seal widening in accordance with Rural Road Intersection layout shall be undertaken on State Highway 7 south of the Snowy River Road intersection. Seal widening to the north of the Snowy River Road intersection shall be shortened to accommodate the guardrail on the approach to Snowy River bridge.
73. The Snowy River Road approach to the intersection with State Highway 7 shall be widened for approximately 50 metres down Snowy River Road from the intersection.
74. Truck crossing signs shall be installed to the north and south of the Snowy River Road intersection with State Highway 7.
75. Those works identified in conditions 70 to 74 shall be completed within one month ~~of the excavation of the mining and ancillary activities surface decline~~ commencing except where this would result in the works occurring during 1 May to 30 September outside the 'sealing season' in which case the works will be completed within one month of (the next occurring) 1 October.

Blasting

76. A programme of blasting times shall be notified publicly by way of notice erected at the road entrance to the mine area and by circular or public advertisement to local residents, the Department of Conservation, West Coast Regional Council and the

Buller District Council prior to any such blasting taking place and at regular intervals not exceeding twelve months thereafter (this notice can be contained in the annual work plan provided to the Buller District Council in accordance with condition 37). Changes to the blasting programme shall be notified at least three days prior to implementation.

77. Blasting above-ground shall be restricted to the hours between 6:30am and 6pm during portal development.
78. There shall be no restriction on the hours during which underground blasting may be undertaken.
79. Sound generated by the use of explosives shall be assessed within the notional boundary of any dwelling not owned by the Consent Holder other than on the site to which the consent applies, and shall not exceed a peak overall sound pressure level of 120 dBC measured at a suitable location as specified in AS2187.
80. Subject to application of NZS 6801:1991 and NZS 6802:1999 for measurement of sound, all use of explosives and measurement shall be in accordance with Australian Standard AS 2187.2 – 1993 "Explosives – Storage, Transport and Use, Part 2 Use of Explosives".
81. Details of all blasts shall be entered into a record book kept for that purpose and shall be available to the Buller District Council on request.
82. The peak overall sound pressure level due to air blast shall not exceed 128 dB linear unweighted measured at any private residence not owned by the Consent Holder.
83. Ground vibration levels measured at any residence not owned by the Consent Holder shall not exceed 10 mm per second peak particle velocity measured in the frequency range of 3 hertz to 20 hertz, thereafter NZS 4403 Code of Practice for the Storage, Handling and Use of Explosives or any other Codes of Practice which may from time to time be current shall apply.
84. The Consent Holder shall monitor blasting activities. Monitoring sites shall be located 20 metres from the most exposed face of the two dwelling houses closest to the Snowy Decline which are not owned by the Consent Holder. Any exceedances shall be reported to the Council within 48 hours of recording.
85. The Consent Holder shall undertake blast monitoring at three monthly intervals for at least 12 months following the commissioning of the Snowy Decline. In the event of the above monitoring indicating compliance with the conditions, the frequency of monitoring will change from three monthly to six monthly periods with results being reported in the annual work plan.

Heritage

86. If previously unrecorded archaeological material is uncovered or observed during work in any location (and in accordance with condition 87 – 89) work shall cease immediately. An archaeologist should be brought onto site to record the disturbed

material and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.

87. Notwithstanding condition 88, an archaeologist shall be present to monitor all work that involves disturbance to any known archaeological site to record sites or information that may be revealed, and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.
88. An Accidental Discovery Protocol shall be prepared to establish procedures for identifying, reporting and managing any features of archaeological significance that may be uncovered during the exercise of this consent.
89. Should any cultural artefacts be discovered during the development, the applicant will inform Te Runanga O Ngai Tahu and Te Runanga O Ngati Waewae of the discovery.

Noise

90. Subject to the express provisions of this condition noise level shall be measured in accordance with the requirements of New Zealand Standard, NZS 6801: 1999 "*Acoustics - Measurement of Environmental Sound*". And assessed in accordance with the provision of the New Zealand Standard, NZS 6802: 1991 "*Assessment of Environmental Sound*".

Note: the measurement of noise differs to the measurement of blasting noted in conditions 76-85.

91. All equipment and machinery shall be regularly maintained to ensure noise levels are as low as reasonably attainable but at no time shall they exceed the levels permitted by the consent.
92. The consent holder shall prepare, adopt and maintain a Trucking Noise Management Plan for the Blackwater Gold Project Mining operations. This plan is to detail measures to mitigate production of unreasonable noise associated with trucking operations. This shall include information relating to the speed of trucks, hours of operation of trucks, maintenance of roading surfaces and maintenance of trucks and associated equipment.

Operational Noise

93. All activities shall be carried out so as to ensure the following noise limits are not exceeded within the timeframes stated:
 - 8 am- 11pm daily Monday to Friday and Saturday 8am to 6pm 55dBA L₁₀
 - at all other times including any public holiday 45dBA L₁₀ 75dBA L_{max}

The assessment location shall be at any point within the notional boundary of any dwelling other than a dwelling on the site to which the consent applies. Sound levels shall be assessed in accordance with the provisions of NZS 6802:1991 *Assessment of Environmental Sound*. Adjustments for special audible characteristics, if warranted, shall apply as provided for in clause 4.3-4.4 of NZS 6802:1991.

Construction Noise

94. Construction noise from activities on the site shall be measured and assessed in accordance with NZS 6803:1999 *Acoustics – Construction Noise* and subject to the proviso following the table, shall not exceed the noise limits for the relevant timeframe stated in Table 1 below.

Table 1 Noise Limits for Construction Noise

Time of week	Time period	Duration of work*					
		Typical duration dBA		Short term duration dBA		Long term duration dBA	
		Leq	Lmax	Leq	Lmax	Leq	Lmax
Weekdays	0630-0730	60	75	65	75	55	75
	0730-1800	75	90	80	95	70	85
	1800-2000	70	85	75	90-	65	80
	2000-0630	45	75	45	75	45	75
Saturdays	0630-0730	45	75	45	75	45	75
	0730-1800	75	90	80	95	70	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75
Sundays and public holidays	0630-0730	45	75	45	75	45	75
	0730-1800	55	85	55	85	55	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75

"Duration of work" – In this table:

"short-term" means construction work at any one location for up to 14 calendar days;

"typical duration" means construction work at any one location for more than 14 calendar days but less than 20 weeks; and

"long-term" means construction work at any one location with a duration exceeding 20 weeks.

Provided that the provisions of the Standard related to the duration of construction events and the more or less stringent noise limits in Table 1 which are applicable in such circumstances shall apply.

Noise and Vibration Monitoring

95. The Consent Holder shall be responsible for monitoring noise generated by any activities on the site. For construction noise, monitoring shall be every month for 6 months then should no non compliances occur, every 6 months during the decline portal construction, monitoring is also required in the event any complaints are received.
96. For non-construction activities, monitoring shall be undertaken one yearly intervals' or as it is necessary to identify problem sources of noise. Measurements shall be undertaken by suitably trained staff working under the direction of an appropriately qualified person.

97. Where the Consent Holder detects a breach of the noise limits contained in the conditions of consent, the Consent Holder shall immediately investigate the activity identified as responsible for the breach and ensure that appropriate remedial action is taken to comply with the noise limits in these conditions.
98. Reports on Noise Monitoring activities shall be forwarded to the Council on request and at least annually within one month of the anniversary of the issue of this consent or be contained in the Annual Work Plan or other convenient date as may be agreed between the Consent Holder and the Council.
99. The Consent Holder shall maintain a written register of all complaints regarding noise including vibration. The Consent Holder shall advise the Buller District Council within 48 hours of any complaint regarding operational or construction noise and of the action taken to remedy or mitigate the cause of the complaint. A report relating to noise emissions for the previous year shall be compiled annually contained in the annual work plan and include the following:
 - (i) The results of noise and any vibration monitoring together with interpretative comments;
 - (ii) The measures adopted to control emissions and the success of these measures;
 - (iii) Any modifications to be introduced to more effectively control noise levels at the site;
 - (iv) Any incidents or problems with achieving consent compliance;
 - (v) A summary of any complaints received and the mitigation measures that were adopted.

Development Contribution

100. Should the value of the proposed development amount to a total of \$500,000 or above, in accordance with Part 8 of the Buller District Plan a financial contribution of cash shall be paid to Buller District Council for the provision of reserves and facilities. The calculation for assessing the financial contribution shall be 0.5% of the total value of the development. The consent holder shall advise Council of the value of the proposed development, and shall pay the cash amount of the contribution to the Buller District Council prior to the commencement of any works covered by this consent. The calculation of the development contribution shall be based on the estimated costs of the following components of the activity:
 - i. Construction of buildings (i.e. total cost of all buildings),
 - ii. Costs of drainage works and road formation, and
 - iii. Costs associated with removal of vegetation (excluding costs of rehabilitation planting etc).

Surrender of Previous Consent

101. The physical works approved under this consent cannot be undertaken until such time as Resource Consent 040010 issued by the Buller District Council has been surrendered.

REASONS FOR DECISION:

Section 113(4) of the Resource Management Act 1991, requires that every decision on a resource consent that has not been notified shall be in writing and state reasons for the decision.

1. Written approval of the one affected party has been obtained.
2. The proposal seeks to change the timing of roading upgrades around the Snowy Road intersection with State Highway 7. This is not expected to result in any adverse traffic effects given revisions to project methodology has resulted in a reduction in heavy vehicle movements during the development phase. The upgrades are still required to be completed prior to the operational phase of the project when heavy vehicle movements will increase significantly.
3. The proposal is considered to achieve the sustainable management purpose of the Resource Management Act 1991 and is consistent with the objectives and policies of Buller District's operative and proposed plans.

Please note that a copy of the Planning Officer's Report, which explains further the reasons given above, can be forwarded to you on request and is also available at the Council office to view.



Dated at Westport this 21st day of November 2019

File Reference: RC130025B
Valuation Roll No. 1900019800

13 January 2023

Oceana Gold New Zealand Limited
c/- Mitchell Daysh Limited
PO Box 489
Dunedin 9054

By email: claire.hunter@mitchelldaysh.co.nz / sdelander@federationmining.com.au

Dear Claire

APPLICATION FOR RESOURCE CONSENT RC130025B

The Buller District Council's decision on the abovementioned resource consent is enclosed.

If you are happy with the decision made by Council, the consent may be acted upon subject to any conditions included in the decision. Council staff will monitor the site to check that conditions have been complied with.

If not acted upon, the consent will lapse after five years from the date of the decision, unless otherwise specified in this decision or unless extended upon application to Council. Please refer to section 125 of the Resource Management Act 1991 (RMA) for further details.

If you do not agree with the whole or any part of the decision, you may appeal the whole or any part of the decision to the Environment Court. An appeal may be lodged with the Environment Court within 15 working days of the date of this notification being delivered to you in the normal course of post. The address of the Environment Court is PO Box 2069, Christchurch 8140. A copy of any appeal should also be sent to the Buller District Council, PO Box 21, Westport 7866.

Please refer to sections 120-121 of the RMA and also the Resource Management (Forms, Fees and Procedure) Regulations 2003 for further details on appealing resource consent decisions.

If you are in doubt about your rights to appeal, or require an extension of time, you should discuss this with your solicitor/agent.

If you have any further queries please do not hesitate to contact me.

Yours faithfully



Carissa du Plessis
TEAM LEADER - PLANNING

RESOURCE CONSENT DECISION - RC130025B (S.127 Variation)

Pursuant to Sections 104, 104B, 108, and 127 of the Resource Management Act 1991, Buller District Council **GRANTS** the application OceanaGold (New Zealand) Limited to change the conditions of RC130025. **The amended conditions of RC130025B are detailed below** (showing deletions in strike through and additions underlined).

The Approved Activity:

To amend the Conditions of RC130025 to provide for a revised waste rock stack design and water management and treatment facilities at the Snowy River Mine site.

Location:

Address: Snowy River Road, Ikamatua
Legal Description: Sections 9-10 Blk XVI Mawheraiti SD
Record of Title: NL10A/347

Additional Approved Plans:

1. The site plan prepared by Pattle Delamore Partners Ltd titled: '*Fig 1: WRS Consented & New Design footprint*', dated Mar 2022.
2. The set of preliminary design plans prepared by Pattle Delamore Partners Ltd, dated April 2022 titled:
 - '*Overall Layout Plan*', Rev C
 - '*WRS Base Layer Plan*', Rev B
 - '*WRS Base of Liner Layout Plan*', Rev A
 - '*Cell Base and Starter Bund Plan Stage 1*', Rev C
 - '*Cell Base and Starter Bund Sections Stage 1*', Rev C
 - '*Cell Earthworks Plan Stage 1*', Rev C
 - '*Cell Cross Sections Stage 1*', Rev C
 - '*Cell Earthworks Plans Stage 2*', Rev B
 - '*Cell Cross Sections Stage 2*', Rev B
 - '*Waste Rock Stack Layout Plan*', Rev C

Please note that the plans which are approved are stamped 'Approved Plan' and attached to this consent.

CONDITION(S):

Pursuant to Section 108 of the Resource Management Act 1991 the application to change the conditions of RC130025 is granted subject to the following amendments. The conditions of RC130025B are reproduced in full below, showing deletions in strike through and additions underlined

General

1. All activities authorised by these consents shall be undertaken in accordance with the information contained in the Application, Assessment of Environmental Effects (OceanaGold (New Zealand) Limited, Blackwater Gold Project, February 2013) ("the Assessment of Environmental Effects"), and all supporting technical documents and plans, as provided to the Consent Authority, ~~and the variation received 26 July 2019,~~ and the information contained within the Application and Assessment of Environmental Effects dated 17 June 2022, and all supporting technical documents and plans. Where there are inconsistencies between these documents, the information contained in the Application and Assessment of Environmental Effects dated 17 June 2022 and these

Conditions shall prevail.

~~except where inconsistent with these conditions, in which case the terms and conditions of this consent shall prevail.~~

Fees

2. The Consent Holder shall pay to the Consent Authority such administration, supervision and monitoring fees as are fixed from time to time by the Consent Authority in accordance with Section 36 of the Act. The Consent Holder shall meet the reasonable costs of compliance with all requirements and conditions of these consents.

Complaints and Non-compliance

3. The Consent Holder upon receipt of any complaint shall promptly investigate the complaint, take action to remedy or mitigate the cause of the complaint and inform the Consent Authority as soon as practicable of the details of the complaint and the action taken.
4. The Consent Holder shall maintain and keep a complaints' register for all aspects of operations in relation to these consents. The register shall detail the date, time and type of complaint, cause of the complaint, and the action taken by the Consent Holder in response to the complaint. The register shall be available to the Consent Authority at all reasonable times. Complaints, which may infer non-compliance with the conditions of these consents, shall be referred to the Consent Authority as soon as practicable.
5. Unless otherwise stated within these consents, in the event of any breach of compliance with the conditions of these consents the Consent Holder shall notify the Consent Authority within 48 hours of the breach being detected. Within 5 days of any breach the Consent Holder shall provide written notification to the Consent Authority which explains the cause of the breach, and if the cause was within the control of the Consent Holder, steps which were taken to remedy the breach and steps which will be taken to prevent any further occurrence of the breach.
6. The Consent Holder shall remain liable under the Act for any breach of conditions of these consents which occur before the expiry of the consent and for any adverse effects on the environment which become apparent during or after the expiry of these consents.

Notification of Exercise of Consent

7. The Consent Holder shall notify the Consent Authority in writing of the intention to exercise this consent at least four weeks prior to, but not more than six months prior to, the commencement of any activities authorised by this consent.
8. Notwithstanding Condition 7, the Consent Holder shall notify the Consent Authority in writing as soon as practicable of the date that activities first commence under this consent.

9. The Consent Holder shall notify the Consent Authority in writing of the intention to cease the exercise of this consent at least 6 months prior to the activities under this consent ceasing.
10. The Consent Holder shall notify the Consent Authority in writing as soon as practicable after activities under this consent cease.

Lapsing of Consents

11. Pursuant to Section 125(1) of the Act all resource consents shall lapse on the expiry of ten years after the date of commencement of the consent unless the consent is given effect to before the end of that period or upon application in terms of Section 125 (1)(b) of the Act, or the Consent Authority grant a longer period of time.

Bonds

12. The Consent Holder shall provide and maintain in favour of the West Coast Regional Council and the Buller District Council (jointly for their respective interests) ("the Councils") a bond or bonds to secure the compliance by the consent holder with all of the conditions of consents:
 - a. RC13042-01 to RC13042-15, inclusive, granted by the West Coast Regional Council; and
 - b. RC130025 granted by the Buller District Council.
including the completion of all rehabilitation works required by these consents and all monitoring obligations of the Consent Holder and to avoid, remedy, or mitigate any adverse effects on the environment arising as the result of the exercise of the consents set out above.
13. The Consent Holder shall provide a bond or bonds for the quantum for a minimum of a three year term, such term to be renewed for a minimum of a further three year term (or such other term as the parties may agree) on a yearly basis on the anniversary of the date of commencement of these consents.
14. Form of Bond
The bond or bonds shall be in a form approved by a firm of solicitors nominated by the West Coast Regional Council and Buller District Council jointly, taking into account the ability of the Consent Holder to arrange a guarantor or surety ("the guarantor") and the guarantor's acceptance of the term of the bond.
15. Content of Bond
The bond or bonds shall provide that the Consent Holder shall be liable and remain liable for meeting:
 - a. The cost of remedying or mitigating any breach of the conditions of the consents as detailed in Condition 12 hereof; and
 - b. The cost of avoiding, remedying or mitigating and or monitoring any adverse effect on the environment which become apparent during or after the expiry of the consents set out above.

16. Payment

- a. Unless the bond is a cash bond, the payment of the bond quantum by the Consent Holder shall be guaranteed by a guarantor acceptable to the Buller District Council and the West Coast Regional Council.
- b. The guarantor shall bind itself to pay up to the bond quantum for the carrying out and completion of all obligations of the Consent Holder under the bond.
- c. If the Consent Holder is unable at any time to arrange a guarantor for the quantum, the Consent Holder shall provide a cash bond or bonds for the quantum within 12 months of the date of the renewal referred to in Condition 13 above.

17. Term

The bond or bonds shall remain in place for a period of ten years after the surrender, expiry or lapsing of the consents referred to in Condition 12.

18. Amount

- a. The Consent Holder shall provide the Councils with a report which recommends the amount of the initial bond ("the Bond Report") within 30 days from the date of commencement of these consents.
- b. The amount of the initial bond shall be reviewed and fixed by the Councils in accordance with the Bond Report not later than 20 working days after the date of which the Councils receive the Bond Report.
- c. The Consent Holder shall put in place the bond fixed by the Councils in accordance with Condition 18(b) above within 10 working days of the date on which the bond is fixed.
- d. The West Coast Regional Council and the Buller District Council may jointly vary the amount of the bond from time to time (either up or down) at yearly intervals within one month of the anniversary of the date of commencement of these consents ("the Review Date") after the Consent Holder has provided the two Councils with the annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 12, as identified in Conditions 38 to 40 (Annual Work Plan).
- e. The annual update of estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents referred to in Condition 18(d) shall be prepared by an independent advisor, with expertise in mining bond calculation, mutually acceptable to Consent Holder and the two Councils, and be supplied to the Councils at least one month prior to the Review Date.
- f. In setting any new bond sum, the Councils shall have particular regard to the updated estimates of the costs of rehabilitation, monitoring and compliance with all conditions of consents provided by the Consent Holder in accordance with Conditions 18(d) and 18(e). The two Councils shall also take into account the quantum and purpose of any bond provided by the Consent Holder in favour of the Minister of Conservation.

- g. The amount of the bond shall be advised in writing to the Consent Holder within one month after the Review Date.
- h. The Consent Holder shall meet the reasonable costs of bond reviews.
- i. In accordance with note 3 (Change or Cancellation of Conditions), the Consent Holder may apply to vary the amount of the bond pursuant to Section 127 of the Act.
- j. If at any time the amount of the bond is varied pursuant to this condition or pursuant to any application, then the Consent Holder (and unless the bond is a cash bond, the guarantor approved by the West Coast Regional Council and Buller District Council) shall, within thirty (30) days of being advised of the new bond quantum, execute and lodge with the Consent Authorities a new bond for the varied amount or the additional amount required in excess of the existing bond.
- k. The Consent Holder shall not exercise or shall cease to exercise these consents:
 - i) Until the bond referred to in Condition 18(a) hereof is executed by the Consent Holder and guarantor and deposited with the consent authorities, and
 - ii) In respect of any varied or reviewed bond referred to in Condition 18(d), after thirty (30) working days has expired from the date the Consent Holder was notified of the terms of the varied or reviewed bond by either Council, unless the varied or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor) and has been deposited with the Consent Authorities, or
 - iii) In respect of any bond sum changed or reviewed pursuant to Sections 127 or 128 of the Act, after thirty (30) working days has expired from the date the Consent Holder was notified of the decision of the changed or reviewed bond by either Council, unless the changed or reviewed bond has been executed by the Consent Holder (and, unless the bond is a cash bond, a guarantor), and has been deposited with the Consent Authorities.

18A Further Bond

- a) At the conclusion of the bond term referred to in Condition 17, the sum of five hundred thousand dollars (\$500,000.00) shall continue to be held for a further period of 20 years either as a cash bond, or on such other terms as is agreed between the Consent Holder and the Councils. This Bond shall be in favour of the Councils and can be used by the Councils for the purpose of remedying or mitigating any effects that arise from the mine closure and rehabilitation activities conducted by the Consent Holder.
- b) If there is any bond remaining after the expiry of the 20 year period, that remaining

money can be shared equally between the Buller District Council and the West Coast Regional Council (or their successors) for the purpose of any further ongoing monitoring or rehabilitation, and or carrying out native vegetation plantings in the area.

19. **Transfer of Consents**

If any consent is transferred in part or whole to another party or person, the bond lodged by the transferor shall be retained until any outstanding work at the date of the transfer is completed to ensure compliance with all conditions of these consents unless the Consent Authorities are satisfied adequate provisions have been made to transfer the liability to the new Consent Holder.

20. **Costs**

The Consent Holder shall meet the reasonable costs of providing any bond, including the costs of preparation of the bond and any substitute bond.

Subsidence

21. Prior to commencement of the decline tunnel construction the consent holder shall implement a Subsidence Monitoring Programme, that shall measure and evaluate the evidence of surface subsidence, if any, and the accuracy of subsidence predictions. The Subsidence Monitoring Programme shall include the following monitoring requirements:

- a. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the first 200m of the decline tunnel commencing at the portal. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of the decline tunnel construction; and
 - ii. Three monthly during the tunnel construction phase for 12 months; and
 - iii. Yearly intervals after the first twelve months period, until the surrender, expiry or lapsing of the consent.
- b. Control survey points located to monitor for subsidence effects tied into survey stations that are remote from any area of probable subsidence to monitor the ground above the historic mine workings. The frequency of the subsidence monitoring shall be as follows:
 - i. Prior to commencement of dewatering of the historic workings; and
 - ii. Three monthly during the dewatering phase; and
 - iii. Yearly intervals after dewatering is completed, until the surrender, expiry or lapsing of the consent.

22. Monitoring results of the Subsidence Monitoring Programme shall be included in the Annual Work Plan and forwarded to the Council.

Hazardous Substances

23. The Consent Holder shall ensure that all fuels, oils and chemicals stored or used at the site are contained in appropriately bunded facilities and that all fuel/oil dispensers are fitted with non-return valves. Run-off from such storage areas shall be directed

through oil/water separators and shall not contain more than 20 g/m³ of total petroleum hydrocarbons nor more than 100 g/m³ of total suspended solids.

24. Refueling, lubrication and any mechanical repairs shall be undertaken in an area that provides sufficient mitigation measures to ensure that no spillages onto the land surface or into water occur.
25. All substation facilities containing transformers that hold more than 200 litres of oil shall provide for secondary containment sufficient in size to hold the volume of oil stored in the largest transformer.

Note: The storage of hazardous substances shall take place in accordance with Materials Safety Data Sheets and the Hazardous Substances and New Organisms Act 1996.

Contingency and Response Plan

26. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare a Contingency and Response Plan that sets out the procedures to be followed by it and parties under its control in the event of any accidental discharge of contaminants not specifically authorised by the conditions of these consents. The plan may be amended, as the Consent Holder considers appropriate, during the period of these consents. A copy of any amendments are to be supplied to the consent authority.
27. The Contingency and Response Plan shall as a minimum address the following matters:
 - a. Accidental spills of oil, fuel or chemicals at the ~~Blackwater Gold Project~~ site.
 - b. Rupture or spillage from any pipeline transporting material, water or contaminants around the mine site.
 - c. Spillages during transportation of hazardous substances or gold ore to or from the mine site.
 - d. A list of all hazardous substances and potentially contaminating materials held on site and the procedures to be adopted in the event of spillage of any of these substances or materials.
 - e. Emergency response procedures and emergency contacts during the event of:
 - Power failure; and
 - Fire; and
 - Natural event/disaster.
 - f. The personnel who will be on site and their responsibilities, such that the provisions of the plan can be implemented at all times.
28. At any time during the period of these consents, a copy of the latest version of the Contingency and Response Plan, prepared in accordance with Condition 26 above, shall be forwarded to the Consent Authority if so requested.
29. The Consent Holder shall ensure that a copy of the Contingency and Response Plan, prepared in accordance with Condition 26, is kept on site at all times and all appropriate

personnel listed under Condition 27 are made aware of the Plan's contents.

Rehabilitation and Closure Plan

30. Prior to any activities commencing under these consents, the Consent Holder shall prepare and submit to the Consent Authority a comprehensive site Rehabilitation and Closure Plan detailing the rehabilitation strategies for all facilities and operational areas to be adopted during operation of the mine and post-mining phase in order that compliance with all closure and rehabilitation conditions of the consents can be achieved.
31. The Rehabilitation and Closure Plan shall as a minimum address the following specific objectives:
 - a. To set out over a five-to-ten year timeframe, the closure and rehabilitation requirements for the site.
 - b. To establish an appropriate vegetation cover that avoids planting large and deep-rooted trees on the waste rock stack that have the potential to impair the integrity of the waste rock capping layer.
 - c. To ensure short and long term stability of all structures and works and their surrounds including diversion channels which have been created to maintain the integrity of the waste rock stack landform and to prevent water ingress into the waste rock stack permanently.
 - d. To minimise maintenance after completion of rehabilitation.
 - e. To protect water and soil from the effects of erosion.
 - f. Except where any permanent diversions or modifications are necessary to maintain the integrity of any permanent features on the site, such as the waste rock stack, the Consent Holder shall be required to restore all disturbed watercourses, including their banks and beds, to a natural and stable condition.
 - g. To ensure water leaving the Blackwater Gold Project site, including the portal and associated waste rock stacks and the tailings storage facility, is in a condition suitable for aquatic life and to ensure that it achieves the water quality limits of Regional Consent RC13042-12 without active treatment.
 - h. To remove all buildings, structures, plant and equipment including the water and containment treatment plant, if required.
 - i. To control pest plants on the Blackwater Gold Project site.
32. All rehabilitation shall address the following specific matters:
 - a. **Topsoil and Vegetation Cover**
 - i The Consent Holder shall as far as practicable, stockpile topsoil, unless the material is required for construction purposes. All salvaged material shall be used for rehabilitation purposes.
 - ii Revegetation shall be progressive as areas of practical working size become available.
 - iii All areas that have been revegetated under these consents shall be maintained as necessary to ensure that they meet the objectives under Condition 31 at all times.
 - b. **Waste Rock Stacks/Tailings Storage Facility**
 - i The Consent Holder shall design and construct all the waste rock stacks and

- the tailings storage facility in accordance with the Annual Work Plan.
- ii. The Consent Holder shall locate, form and shape ~~all~~ the waste rock stacks and the tailings storage facility so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms.
- iii. The Consent Holder shall ensure that the ~~W~~ waste rock stacks shall be progressively revegetated in accordance with other conditions of this consent. A planting schedule shall be included specifying grasses and small shrubs, excluding deep rotted plants or trees.
- iv. The Consent Holder shall ensure that there is suitable capping of the waste rock stack to prevent water and oxygen entering into the structure in order to maintain its integrity.
- c. **Removal of Buildings and Structures**
 - i. Before the expiry of the consent, the Consent Holder shall remove all buildings, structures, plant and equipment (whether attached to the land or not) associated with the exercise of this consent, unless the landowner requires them to remain for future use.
 - ii. This condition does not apply to any plant, equipment, or monitoring structure which is permitted or required to remain after this consent expires.
- d. **Removal of Access Roads and Haul Roads**
 - i. Any access roads and haul roads constructed within the area shall not remain in place for vehicle use in the future unless the landowner requires them to be left open.
 - ii. If any access roads/haul roads are not required, the road surface shall be ripped and all available soil material pulled back over the road.
 - iii. The road shall be contoured to conform to the surrounding landscape and revegetated in accordance with rehabilitation conditions of this consent.
 - iv. If any access roads/haul roads are not required, they shall have all bridges and culverts removed with the beds and banks of the watercourse returned to a natural and stable condition.
- e. **Closure Management**
 - i. The plan shall set out landowner responsibilities during the post closure phase and whether it is necessary to draw upon the post closure bond;
 - ii. The plan shall set out landowner consultation, briefing and training on the management of any ongoing water and contaminant treatment systems to be retained on the site (e.g. passive treatment), desludging of sediment ponds and protection of the waste rock stack capping.

33. The Consent Holder shall undertake all rehabilitation in accordance with the Rehabilitation Plan prepared in accordance with Condition 30, except that the Rehabilitation and Closure Plan shall be reviewed annually and any amendments to the plan shall be reported in the Annual Work Plan.

Rehabilitation

34. Immediately following the commencement of activities under this consent, the Consent Holder shall initiate and maintain a programme of progressive rehabilitation and revegetation of the land in accordance with the specific objectives and matters set out in General Conditions 30-33 and in accordance with the ~~Blackwater Gold Project~~

Rehabilitation and Closure Plan prepared pursuant to Condition 30.

35. Once sites presently comprising indigenous forest are no longer required for mine operations (e.g., the margins of the Snowy Decline tunnel entrance), restoration will be undertaken using appropriate native species following the procedures outlined in the Blackwater Gold Project Rehabilitation and Closure Plan prepared pursuant to Condition 30.
36. Where practicable, the Consent Holder shall salvage all topsoil and forest duff including vegetation, subsoil, logs and boulders from areas to be disturbed under this consent, for use in rehabilitating areas of disturbance.

Annual Work Plan

37. Before exercising this consent, the Consent Holder shall submit the first Annual Work Plan to the Consent Authority and thereafter submit an Annual Work Plan prior to each anniversary of the date of commencement of the consent. A copy of the Annual Work Plan shall also be provided to the Snowy River Liaison Group.
38. The Annual Work Plan shall include:
 - a. A description of all the mining operations, mitigation measures, rehabilitation, monitoring and reporting carried out in the last previous 12 months.
 - b. An explanation of any departure in the last 12 months from the previous Annual Work Plan.
 - c. A detailed description of all mining operations, mitigation measures, rehabilitation, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - d. Long-term projections and intentions for mining operations and/or closure and rehabilitation in relation to the future exercise of this consent.
 - e. An explanation of any intended departure from any previous Annual Work Plan in the next 12 months.
 - f. A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of the exercise of the consent in the last previous 12 months and the steps taken to deal with it and the results of those steps.
 - g. A summary of any complaints received and the mitigation measures adopted.
 - h. A full report describing and evaluating the mitigation measures used in the last previous 12 months.
 - i. A full report on the rehabilitation undertaken during the exercise of the consent and the results of these measures.
 - j. Plans showing the actual footprints of all works and structures and any proposed changes at the end of the next 12 months. This shall include where appropriate, detailed design and/or as built plans relating to the structures (including the waste rock stack) and infrastructure established at the site.
 - k. Plans showing the actual contours of all works and structures and any proposed changes in contours at 10 metre intervals at the end of the next 12 months.
 - l. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent.

- m. An up to date and detailed calculation of the cost of rehabilitation of the site.
 - n. An up to date and detailed calculation of the costs of the monitoring required by the conditions of this consent and until the consent expires.
 - o. An up to date mine closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months, how the Consent Holder proposes to comply with the conditions of this consent on closure and an up to date and detailed calculation of the costs of complying with all conditions of consent if mining were to stop in the next 12 months.
 - p. Any other information required by any other condition of this consent.
39. The up to date costs of rehabilitation, monitoring and compliance with all conditions of this consent, as required by Parts l to o of Condition 38 above shall be independently audited and provided to the Consent Authority with the Annual Work Plan.
40. The Consent Authority may at any time commission an additional independent audit of the costs of rehabilitation, monitoring and compliance with all conditions of this consent, as provided by Condition 39 above. The Consent Holder shall meet the costs of any such audit.
41. The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may reasonably request after considering any Annual Work Plan. This information or report shall be provided in the time and manner required by the Consent Authority.
42. The Consent Holder shall exercise the consent in accordance with the Annual Work Plan.
43. The Consent Holder may, at any time, submit to the Consent Authority an amended Annual Work Plan provided it complies with all other conditions of the consent. Any amendments shall also be provided to the Snowy River Liaison Group.

Specific Conditions for consent

44. The mine area boundaries shall be confirmed and clearly marked before any vegetation disturbance or earth works take place.
45. Public access is not to be permanently restricted on legal road reserve.
46. As far as practicable, lighting shall be focused and shaded to minimise glare and lightspill and so as not to create a nuisance to residents, traffic, or to act as a distraction to wildlife.
47. The colours used for all buildings and structures shall be recessive.
48. The modification of riparian margins associated with development of the ~~Blackwater Gold Project~~ site shall be restricted to within the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of riparian margin modification shall not exceed those

identified areas by more than 10%.

49. The removal of indigenous vegetation associated with development of the ~~Blackwater Gold Project site~~ shall be restricted to within Section 10 Blk XVI Mawheraiti SD in addition to the identified areas bound by yellow hatched lines on the plan titled Blackwater Conceptual Plan of Snowy Site numbered EDENG0102. The total area of indigenous vegetation clearance shall not exceed those identified areas by more than 10%.

Construction and Operational Management Plan

50. Prior to undertaking any activities authorised by these consents, the Consent Holder shall prepare and submit to the Consent Authority a Construction and Operational Management Plan that sets out the practices and procedures, with respect to construction and operation of the ~~Blackwater Gold Project site~~, to be adopted in order that compliance with the conditions under this consent can be achieved.
51. The Construction and Operational Management Plan shall as a minimum address the following matters:
- a. Description of all construction works, construction methods and equipment to be used.
 - b. Construction programme including timetable, sequence of events and duration.
 - c. Detailed design, location, operation and maintenance of stormwater runoff control and sediment control facilities during construction activities and operation of the mine site, including detailed engineering plans and design specifications for temporary and permanent silt dams and diversion channels.
 - d. Detailed plans and specifications for the alignment of the access road, the location and placement of the bridge and culverts, and areas of cut and fill on the roads.
 - e. Procedures for stripping and salvage of vegetation, soil material and other material suitable for rehabilitation purposes.
 - f. Landscaping and rehabilitation of disturbed areas after the initial construction phase at the ~~Blackwater Gold Project site~~, where appropriate.
 - g. Monitoring, complaints and reporting procedures during construction activities and operation of the ~~Blackwater Gold Project site~~.
 - h. Procedure for locating, recording and documenting historical mine sites at the ~~Blackwater Gold Project site~~.
 - i. Training and supervision of operators and contractors during construction activities and operation of the ~~Blackwater Gold Project site~~.
 - j. Detailed engineering plans and design specifications for the construction and maintenance (where appropriate) for the following structures and activities:
 - i. Mine decline and portal area.
 - ii. Silt dams and any other dam structures.
 - iii. All bridges and culverts.
 - iv. Waste rock stacks.
 - v. Processing plant and water treatment plant.
 - k. The Consent Holder shall provide a certificate(s) to the Consent Authority, signed by a Registered Engineer experienced in the construction of structures stating

that the engineering plans relating to the structures have been designed in accordance with accepted civil engineering practices and the Building Act.

- ~~l. Details on the management of ore trucks operating on Snowy River Road. This shall include information relating to scheduling the movements of trucks and any passing bays required for trucks passing on Snowy River Road.~~
- ~~lm. Mitigation measures to avoid nuisance dust emissions from the Blackwater Gold Project site.~~

- 52. The Construction and Operational Management Plan shall comply with the relevant conditions of this consent and may be amended, as the Consent Holder considers appropriate during the period of this consent. Any amendments to the Plan must be submitted to the Consent Authority as soon as practicable.
- 53. All activities authorised by this consent shall be undertaken in accordance with the provisions of the Construction and Operational Management Plan prepared pursuant to Condition 50 of this consent.

Hours of Operation

- 54. Mining and ancillary activities may operate 24 hours a day, seven days a week.

Truck Operations

- 55. Trucking movements along Snowy River Road related to mining and ancillary activities shall only occur between the hours of 7am and 9.30pm.
- 56. Truck movements related to construction and site establishment mining and ancillary activities along Snowy River Road shall not exceed a maximum of ~~28~~ 14 heavy vehicle trips movements per day. Truck movements related to mining and processing activities along Snowy River Road shall not exceed a maximum of 10 heavy vehicle movements per day. Notwithstanding this, for 60 days per annum this may increase to 48 vehicle trips per day provided that the Consent Holder shall give 5 days notice of truck movements to the occupiers of land in Snowy River Road.
- 57. Trucking operations shall be scheduled around the school bus timetable so trucks are not using Snowy River Road when the school bus is using the road.

Roading

- 58. That the road to be formed on Council road reserve, or any alterations, upgrades or additions to existing road on road reserve shall be formed in accordance with NZS 4404: 2010.
- 59. Prior to any works being undertaken in accordance with Condition 58, the Consent Holder shall submit 'proposed' engineering designs including plans and specifications identifying the extent of the proposed road construction works, together with a Design and Access Statement prepared in accordance with NZS4404:2010. The engineering designs shall include details of all aspects of the alterations and certification from a Chartered Professional Engineer practising in Civil Engineering that all proposed works comply with NZS 4404:2010. The designs are to be approved by Council's Manager

of Operations prior to physical works being undertaken.

Advice Note: The applicant will seek approval from Council's Manager of Operations for any variation to the requirements of NZS 4404:2010. Any variation approved will be recorded in writing and must be confirmed prior to construction.

60. All construction work on road reserve is to be undertaken by a Council approved contractor.
61. The consent holder shall install all road marking and signage on road within Council road reserve outlined in Condition 59 in accordance with NZS4404:2010.
62. On completion of the road construction and prior to the commencement of activities on site, certification in accordance with NZS4404:2010 from the supervising Chartered Professional Engineer who oversaw the construction of works within the road reserve outlined in Condition 59, shall be provided to Council confirming that the roading has been constructed to the design approved under Condition 59. The Chartered Professional Engineer must also prepare and supply to the Council As-Built plans in a form acceptable to Council as outlined in Appendix 1. In accordance with NZS4404:2010 the Chartered Professional Engineer shall provide test results for all materials used as requested by the Council's Manager of Operations
63. That any damage to the roads attributable to the mining operations will be repaired by the consent holder. Damage is to be repaired as soon as possible.
64. The consent holder shall seal Snowy River Road from the end of the existing seal to the turn off to the proposed bridge over the Snowy River. This is a distance of approximately 500 metres.
65. The Consent Holder shall maintain the access road and bridge for the duration of the consent.
66. The consent holder shall construct passing bays on Snowy River Road. The number, location and formation standards of these are to be agreed by the Manager Operations through the 'proposed' engineering designs which are required under Condition 59. Passing bays shall be entirely constructed on the legal road reserve.
67. Trucks using Snowy River Road in relation to mining and ancillary activities shall only pass each other using constructed passing bays.
68. Standard New Zealand Transport Agency warning signs (type PW-31) are to be placed on Snowy Road stating, "Children". These signs to be paid for by applicants and placed near the Mossy Creek Bridge No.1 and the State Highway 7 intersection of Snowy River Road.
69. ~~That all ore is to be transported using truck and/or truck and trailer units.~~ If any rock material is to leave the site via a truck and/or trailer unit, these trucks and trailers are

to be covered.

70. The Snowy Road intersection with State Highway 7 shall be widened in accordance with NZ Transport Agency's Rural Road Intersection layout, but without the requirement for kerbing and channelling.
71. The centre of Snowy River Road at the intersection with State Highway 7 will be relocated north by approximately 10 metres and will be aligned perpendicular to State Highway 7 over the last 10 metres. The distance of 10m can be modified if the design can be shown to achieve a perpendicular alignment with the State Highway.
72. Full seal widening in accordance with Rural Road Intersection layout shall be undertaken on State Highway 7 south of the Snowy River Road intersection. Seal widening to the north of the Snowy River Road intersection shall be shortened to accommodate the guardrail on the approach to Snowy River bridge.
73. The Snowy River Road approach to the intersection with State Highway 7 shall be widened for approximately 50 metres down Snowy River Road from the intersection.
74. ~~Truck crossing~~ Side road warning signs (W-11) shall be installed to the north and south of the Snowy River Road intersection with State Highway 7.
75. Those works identified in conditions 70 to 74 shall be completed within one month of mining and ancillary activities commencing except where this would result in the works occurring during 1 May to 30 September outside the 'sealing season' in which case the works will be completed within one month of (the next occurring) 1 October.

Advice Note: In order to minimise light vehicle movements along Snowy River Road, the Conditions of RC220060 require 20% of the work force (calculated relative to either the construction or mining workforce) to be transported to the site via vans/buses.

Blasting

76. A programme of blasting times shall be notified publicly by way of notice erected at the road entrance to the mine area and by circular or public advertisement to local residents, the Department of Conservation, West Coast Regional Council and the Buller District Council prior to any such blasting taking place and at regular intervals not exceeding twelve months thereafter (this notice can be contained in the annual work plan provided to the Buller District Council in accordance with condition 37). Changes to the blasting programme shall be notified at least three days prior to implementation.
77. Blasting above-ground shall be restricted to the hours between 6:30am and 6pm during portal development.
78. There shall be no restriction on the hours during which underground blasting may be

undertaken.

79. Sound generated by the use of explosives shall be assessed within the notional boundary of any dwelling not owned by the Consent Holder other than on the site to which the consent applies, and shall not exceed a peak overall sound pressure level of 120 dBA measured at a suitable location as specified in AS2187.
80. Subject to application of NZS 6801:1991 and NZS 6802:1999 for measurement of sound, all use of explosives and measurement shall be in accordance with Australian Standard AS 2187.2 – 1993 "Explosives – Storage, Transport and Use, Part 2 Use of Explosives".
81. Details of all blasts shall be entered into a record book kept for that purpose and shall be available to the Buller District Council on request.
82. The peak overall sound pressure level due to air blast shall not exceed 128 dB linear unweighted measured at any private residence not owned by the Consent Holder.
83. Ground vibration levels measured at any residence not owned by the Consent Holder shall not exceed 10 mm per second peak particle velocity measured in the frequency range of 3 hertz to 20 hertz, thereafter NZS 4403 Code of Practice for the Storage, Handling and Use of Explosives or any other Codes of Practice which may from time to time be current shall apply.
84. The Consent Holder shall monitor blasting activities. Monitoring sites shall be located 20 metres from the most exposed face of the two dwelling houses closest to the Snowy Decline which are not owned by the Consent Holder. Any exceedances shall be reported to the Council within 48 hours of recording.
85. The Consent Holder shall undertake blast monitoring at three monthly intervals for at least 12 months following the commissioning of the Snowy Decline. In the event of the above monitoring indicating compliance with the conditions, the frequency of monitoring will change from three monthly to six monthly periods with results being reported in the annual work plan.

Heritage

86. If previously unrecorded archaeological material is uncovered or observed during work in any location (and in accordance with condition 87 – 89) work shall cease immediately. An archaeologist should be brought onto site to record the disturbed material and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.
87. Notwithstanding condition 88, an archaeologist shall be present to monitor all work that involves disturbance to any known archaeological site to record sites or information

that may be revealed, and to advise what further archaeological work may be required before work is allowed to recommence. The archaeologist should be given the opportunity to examine any archaeological deposits disturbed by the work, and to make recommendations for further detailed examination of these deposits where appropriate.

88. An Accidental Discovery Protocol shall be prepared to establish procedures for identifying, reporting and managing any features of archaeological significance that may be uncovered during the exercise of this consent.
89. Should any cultural artefacts be discovered during the development, the applicant will inform Te Runanga O Ngai Tahu and Te Runanga O Ngati Waewae of the discovery.

Noise

90. Subject to the express provisions of this condition noise level shall be measured in accordance with the requirements of New Zealand Standard, NZS 6801: 1999 “*Acoustics - Measurement of Environmental Sound*”. And assessed in accordance with the provision of the New Zealand Standard, NZS 6802: 1991 “*Assessment of Environmental Sound*”.

Note: the measurement of noise differs to the measurement of blasting noted in conditions 76-85.

91. All equipment and machinery shall be regularly maintained to ensure noise levels are as low as reasonably attainable but at no time shall they exceed the levels permitted by the consent.
92. The Consent Holder shall prepare, adopt and maintain a Trucking Noise Management Plan for the ~~Blackwater Gold Project Mining site~~ operations. This plan is to detail measures to mitigate production of unreasonable noise associated with trucking operations. This shall include information relating to the speed of trucks, hours of operation of trucks, maintenance of roading surfaces and maintenance of trucks and associated equipment.

Operational Noise

93. All activities shall be carried out so as to ensure the following noise limits are not exceeded within the timeframes stated:
 - 8 am- 11pm daily Monday to Friday and Saturday 8am to 6pm 55dBA L₁₀
 - at all other times including any public holiday 45dBA L₁₀ 75dBA L_{max}

The assessment location shall be at any point within the notional boundary of any dwelling other than a dwelling on the site to which the consent applies. Sound levels shall be assessed in accordance with the provisions of NZS 6802:1991 *Assessment of Environmental Sound*. Adjustments for special audible characteristics, if warranted, shall apply as provided for in clause 4.3-4.4 of NZS 6802:1991.

Construction Noise

94. Construction noise from activities on the site shall be measured and assessed in accordance with NZS 6803:1999 *Acoustics – Construction Noise* and subject to the proviso following the table, shall not exceed the noise limits for the relevant timeframe stated in Table 1 below.

Table 1 Noise Limits for Construction Noise

Time of week	Time period	Duration of work*					
		Typical duration dBA		Short term duration dBA		Long term duration dBA	
		Leq	Lmax	Leq	Lmax	Leq	Lmax
Weekdays	0630-0730	60	75	65	75	55	75
	0730-1800	75	90	80	95	70	85
	1800-2000	70	85	75	90-	65	80
	2000-0630	45	75	45	75	45	75
Saturdays	0630-0730	45	75	45	75	45	75
	0730-1800	75	90	80	95	70	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75
Sundays and public holidays	0630-0730	45	75	45	75	45	75
	0730-1800	55	85	55	85	55	85
	1800-2000	45	75	45	75	45	75
	2000-0630	45	75	45	75	45	75

"Duration of work" – In this table:

"short-term" means construction work at any one location for up to 14 calendar days;

"typical duration" means construction work at any one location for more than 14 calendar days but less than 20 weeks; and

"long-term" means construction work at any one location with a duration exceeding 20 weeks.

Provided that the provisions of the Standard related to the duration of construction events and the more or less stringent noise limits in Table 1 which are applicable in such circumstances shall apply.

Noise and Vibration Monitoring

95. The Consent Holder shall be responsible for monitoring noise generated by any activities on the site. For construction noise, monitoring shall be every month for 6 months then should no non compliances occur, every 6 months during the decline portal construction, monitoring is also required in the event any complaints are received.
96. For non-construction activities, monitoring shall be undertaken one yearly intervals' or as it is necessary to identify problem sources of noise. Measurements shall be undertaken by suitably trained staff working under the direction of an appropriately qualified person.
97. Where the Consent Holder detects a breach of the noise limits contained in the conditions of consent, the Consent Holder shall immediately investigate the activity identified as responsible for the breach and ensure that appropriate remedial action is

taken to comply with the noise limits in these conditions.

98. Reports on Noise Monitoring activities shall be forwarded to the Council on request and at least annually within one month of the anniversary of the issue of this consent or be contained in the Annual Work Plan or other convenient date as may be agreed between the Consent Holder and the Council.
99. The Consent Holder shall maintain a written register of all complaints regarding noise including vibration. The Consent Holder shall advise the Buller District Council within 48 hours of any complaint regarding operational or construction noise and of the action taken to remedy or mitigate the cause of the complaint. A report relating to noise emissions for the previous year shall be compiled annually contained in the annual work plan and include the following:
 - (i) The results of noise and any vibration monitoring together with interpretative comments;
 - (ii) The measures adopted to control emissions and the success of these measures;
 - (iii) Any modifications to be introduced to more effectively control noise levels at the site;
 - (iv) Any incidents or problems with achieving consent compliance;
 - (v) A summary of any complaints received and the mitigation measures that were adopted.

Development Contribution

100. Should the value of the proposed development amount to a total of \$500,000 or above, in accordance with Part 8 of the Buller District Plan a financial contribution of cash shall be paid to Buller District Council for the provision of reserves and facilities. The calculation for assessing the financial contribution shall be 0.5% of the total value of the development. The consent holder shall advise Council of the value of the proposed development, and shall pay the cash amount of the contribution to the Buller District Council prior to the commencement of any works covered by this consent. The calculation of the development contribution shall be based on the estimated costs of the following components of the activity:
 - i. Construction of buildings (i.e. total cost of all buildings),
 - ii. Costs of drainage works and road formation, and
 - iii. Costs associated with removal of vegetation (excluding costs of rehabilitation planting etc).

Surrender of Previous Consent

101. The physical works approved under this consent cannot be undertaken until such time as Resource Consent 040010 issued by the Buller District Council has been surrendered.

Compensation

102. The Consent Holder shall prepare a strategy to compensate for the temporary removal of trees from the Snowy River site for the purposes of mining operations. Options for this compensation include:

- (a) Planting around the perimeter of the site with native trees;
- (b) Partnering with “Trees That Count” project to support the planting of native trees on the West Coast in cooperation with community planting initiatives; or
- (c) Any other community or regional planting initiatives which align with the strategy goals.

The Consent Holder shall provide an annual update on the implementation of this strategy and include this as part of the Annual Work Plan reporting required under Condition 37.

Snowy River Liaison Group

- 103. The Consent Holder shall facilitate the establishment of a Snowy River Liaison Group and shall invite representation from Te Runanga O Ngati Waewae, the Department of Conservation, the landowners, West Coast Regional Council and Buller District Council. The Consent Holder shall be responsible for convening meetings every six months, the provision of a venue for the meetings, and providing any necessary administrative assistance to the working party. The Consent Holder shall ensure that the invitations to attend meetings are sent at least three weeks prior to each meeting and shall facilitate any other meetings, if decided necessary by the group.
- 104. Should any of the external parties referred to in Condition 103 choose not to continue to be part of the Snowy River Liaison Group (at any point), then the Consent Holder shall not be deemed to be in breach of these Conditions.
- 105. The purpose of the meetings shall be for the Consent Holder to present the monitoring results, review results and discuss these with the parties, and provide project updates and planned mine works and progress, including at the appropriate time, details relating to closure and rehabilitation of the mine site. The Consent Holder shall provide an update on any non-compliance with Conditions and processes being undertaken to address any non-compliance.
- 106. The Consent Holder shall liaise with the Snowy River Liaison Group five years prior to the conclusion of the onsite site processing to discuss the Closure Plan for the site to confirm closure criteria and necessary actions to facilitate closure. This time frame is to allow for consideration of future technologies and processes which may be applied to allow for an enhanced environmental outcome. Any feedback received shall be incorporated into the final Rehabilitation and Closure Plan prepared in accordance with Condition 30.

REASONS FOR DECISION

Section 113(4) of the Resource Management Act 1991, requires that every decision on a resource consent that has not been notified shall be in writing and state reasons for the decision.

- 1. The three affected party approvals, being Waka Kotahi, Department of Conservation and Granville Mining Ltd have been provided.

2. The subject site is an active mine with established infrastructure (including offices, workshops and water management systems) and a WRS under construction. The proposed extended WRS and water management facilities are located within the consented Snowy River Mine footprint and will be subject to the existing suite of consent Conditions including rehabilitation and bonding obligations.
3. Various technical reports including Landscape and Noise assessments have concluded that the potential landscape and amenity effects to be no more than minor. The proposed changes are unlikely to result in any discernible off-site noise, amenity or visual effects.
4. The Water and Geochemical reports have concluded that with the proposed water treatment measures, water quality is expected to remain within compliance limits and within recommended acceptable environment limits for freshwater values. Potential effects on water quality and freshwater values are expected to be scrutinised through the regional consent process.
5. The proposal is considered to achieve the sustainable management purpose of the Resource Management Act 1991 and is consistent with the objectives and policies of the operative District Plan and the proposed Te Tai o Poutini Plan.

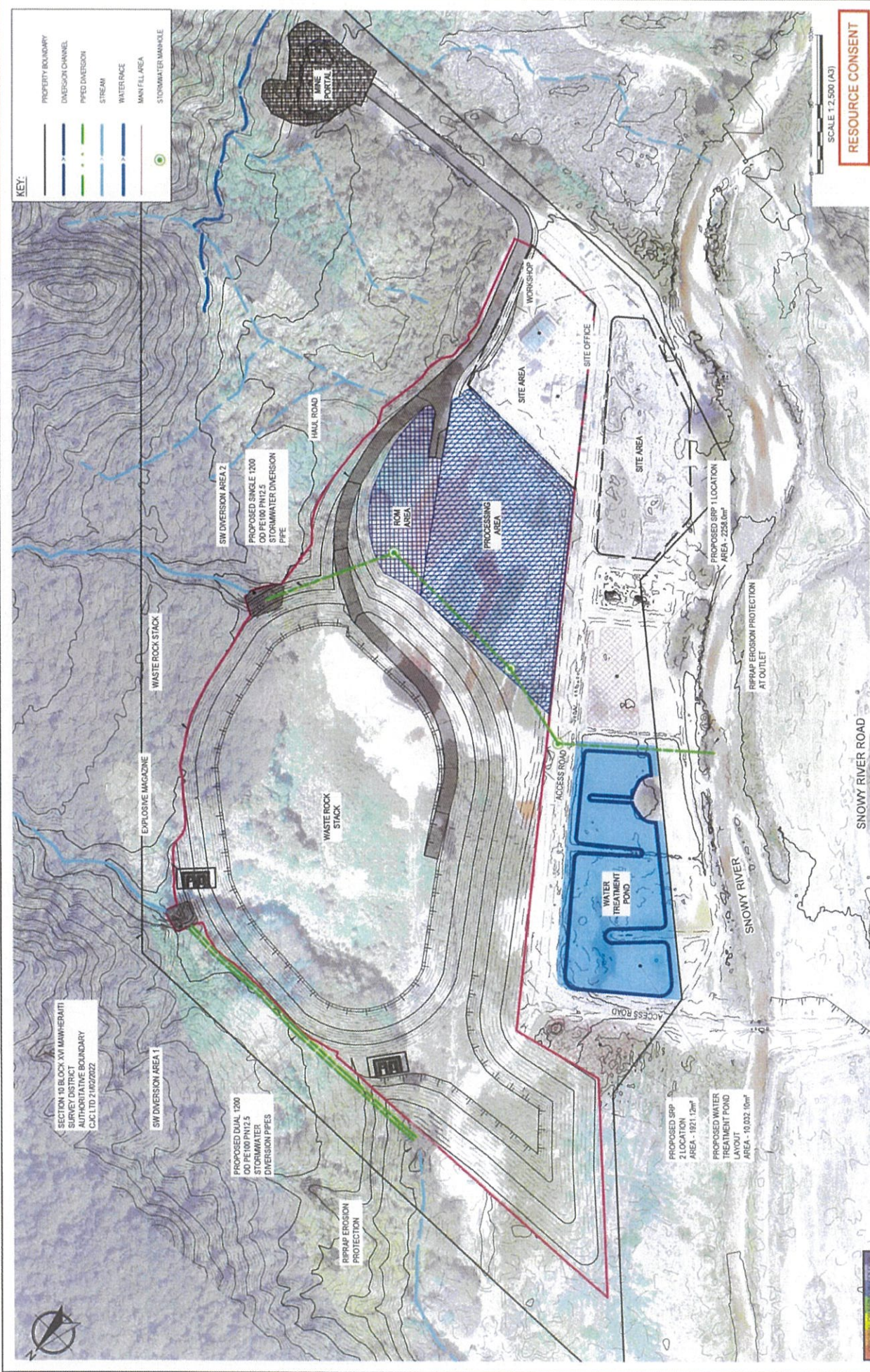
Please note that a copy of the Planning Officer's Report, which explains further the reasons given above, can be forwarded to you on request and is also available at the Council office to view.



Dated at Westport this 13th day of January 2023

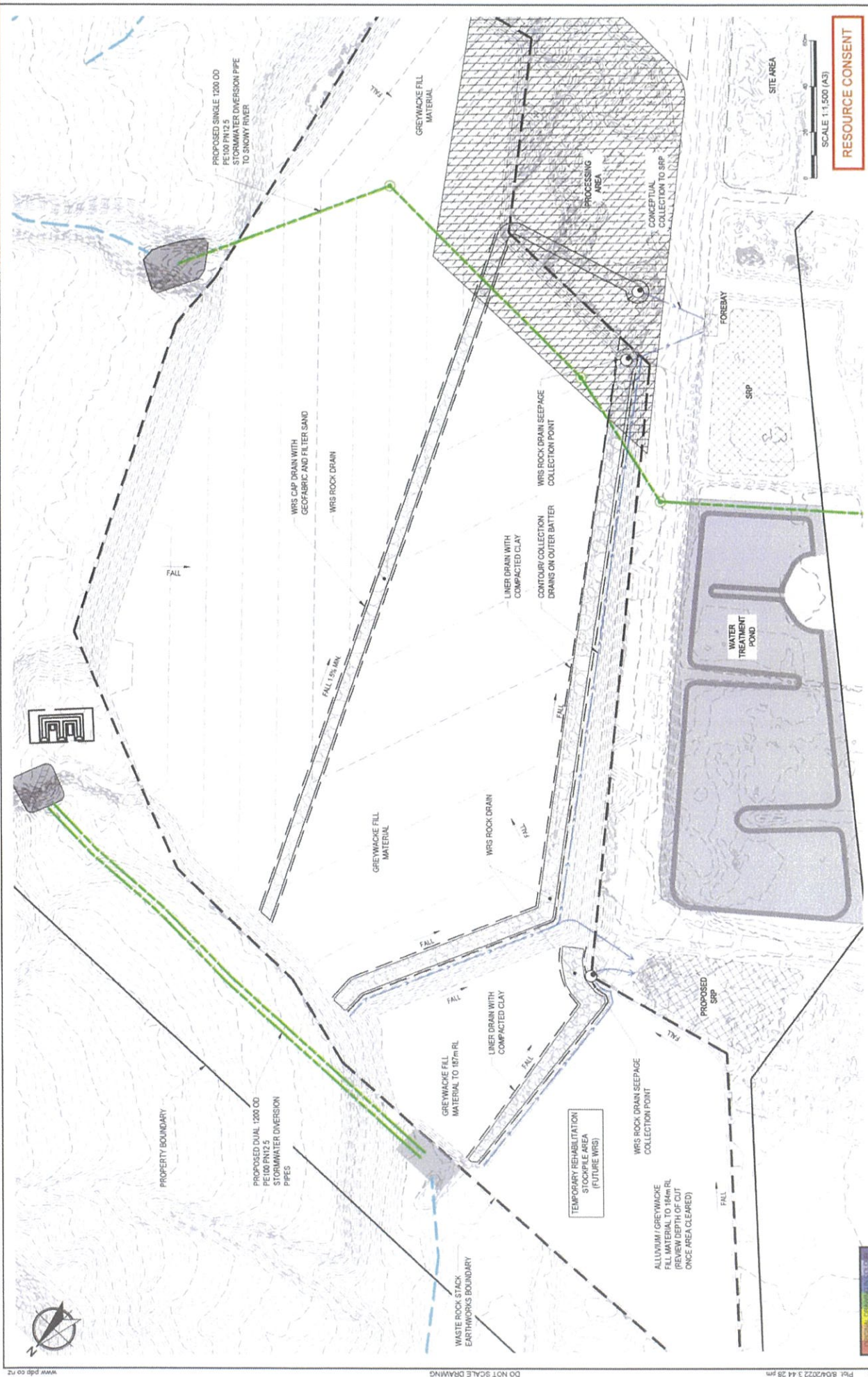
APPROVED PLAN



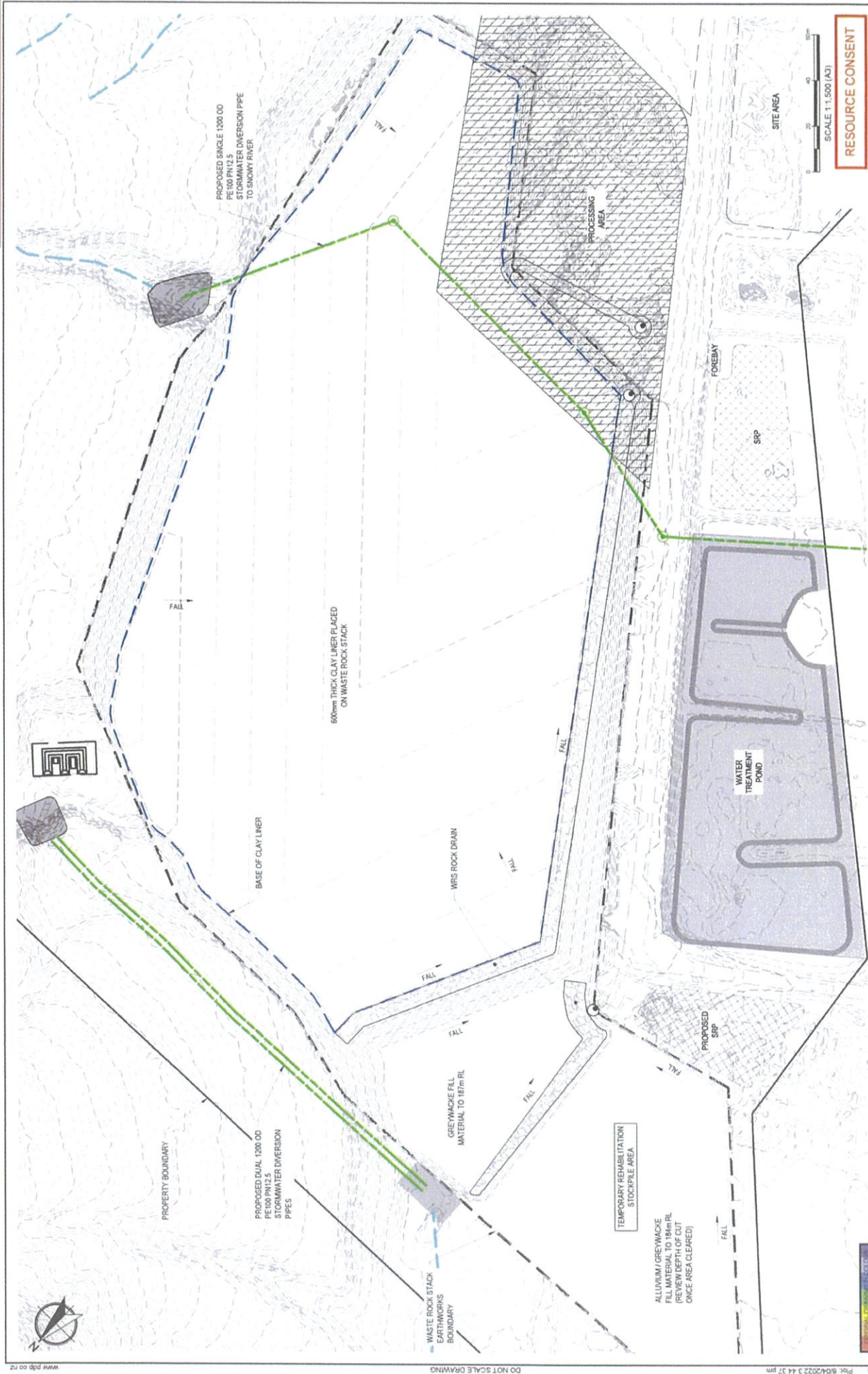


SCALE 1:2,500 (A3)
RESOURCE CONSENT

OVERALL LAYOUT PLAN			
FEDERATION MINING			
SNOWY RIVER GOLD PROJECT-WASTE ROCK STACK			
DESIGNED	DESIGN REVIEW	APPROVED	DATE
TT	TS	AS	15/11
DRAWN	DRAWING CHECK	DATE	DATE
TT	DEC 21	DEC 21	
THIS DRAWING REMAINS THE PROPERTY OF FEDERATION MINING AND MAY NOT BE REPRODUCED OR ALTERED WITHOUT WRITTEN PERMISSION. NO LIABILITY SHALL BE ACCEPTED FOR UNAUTHORIZED USE OF THE DRAWINGS.			
pdp PATTLE DELAMORE PARTNERS			
FEDERATION MINING			
NO	REVISION	DATE	APP
C	FOR RESOURCE CONSENT	APR 22	
B	CLIENT REVIEW	FEB 22	
A	PRELIMINARY	FEB 22	


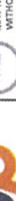


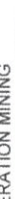



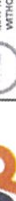


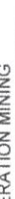


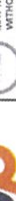


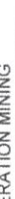


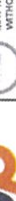


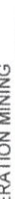


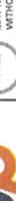


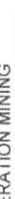


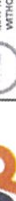


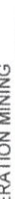


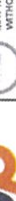


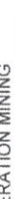


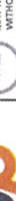


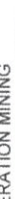


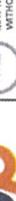


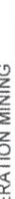


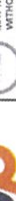


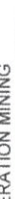


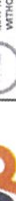


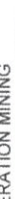


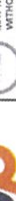


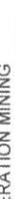


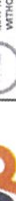


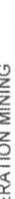


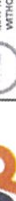


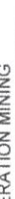


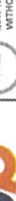


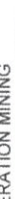


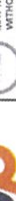


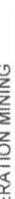


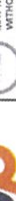


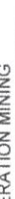




<div><div><div>FEDERATION MINING</div></div><div><div>PATTIE DELAMORE PARTNERS</div></div></div>										<div><div><div>BCE</div></div><div><div>THIS DRAWING REMAINS THE PROPERTY OF BCE AND MAY NOT BE REPRODUCED OR ALTERED WITHOUT WRITTEN PERMISSION. NO PART OF THIS DRAWING IS TO BE UNAUTHORIZED USE OF THE DRAWINGS</div><div>01/18/15</div></div></div>										FEDERATION MINING										WRS BASE LAYER LAYOUT PLAN																			
PROJECT										SNOWY RIVER GOLD PROJECT-WASTE ROCK STACK										SCALE										DRAWING NO										REV									
DESIGNED										DATE										APPROVED										DATE																			
L.M.										A.S.										FEB 22										FEB 22																			
S.H.K.										DRAWING CHECK										FEB 22										FEB 22																			
S.H.K.																				THIS DRAWING IS NOT FOR CONSTRUCTION UNLESS SIGNED AS APPROVED										AS SHOWN (A3)										A033977705-GT-040									
NO REVISION																				DATE										APP																			
A. CLIENT REVIEW																				FEB 22																													
B. FOR RESOURCE CONSENT																				APR 22																													

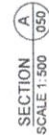


												THIS DRAWING REMAINS THE PROPERTY OF PATTLE DELAMORE PARTNERS LTD AND MAY NOT BE REPRODUCED OR ALTERED WITHOUT WRITTEN PERMISSION. NO UNAUTHORIZED USE OF THE DRAWINGS.		CLIENT		FEDERATION MINING		WRS BASE OF LINER LAYOUT PLAN	
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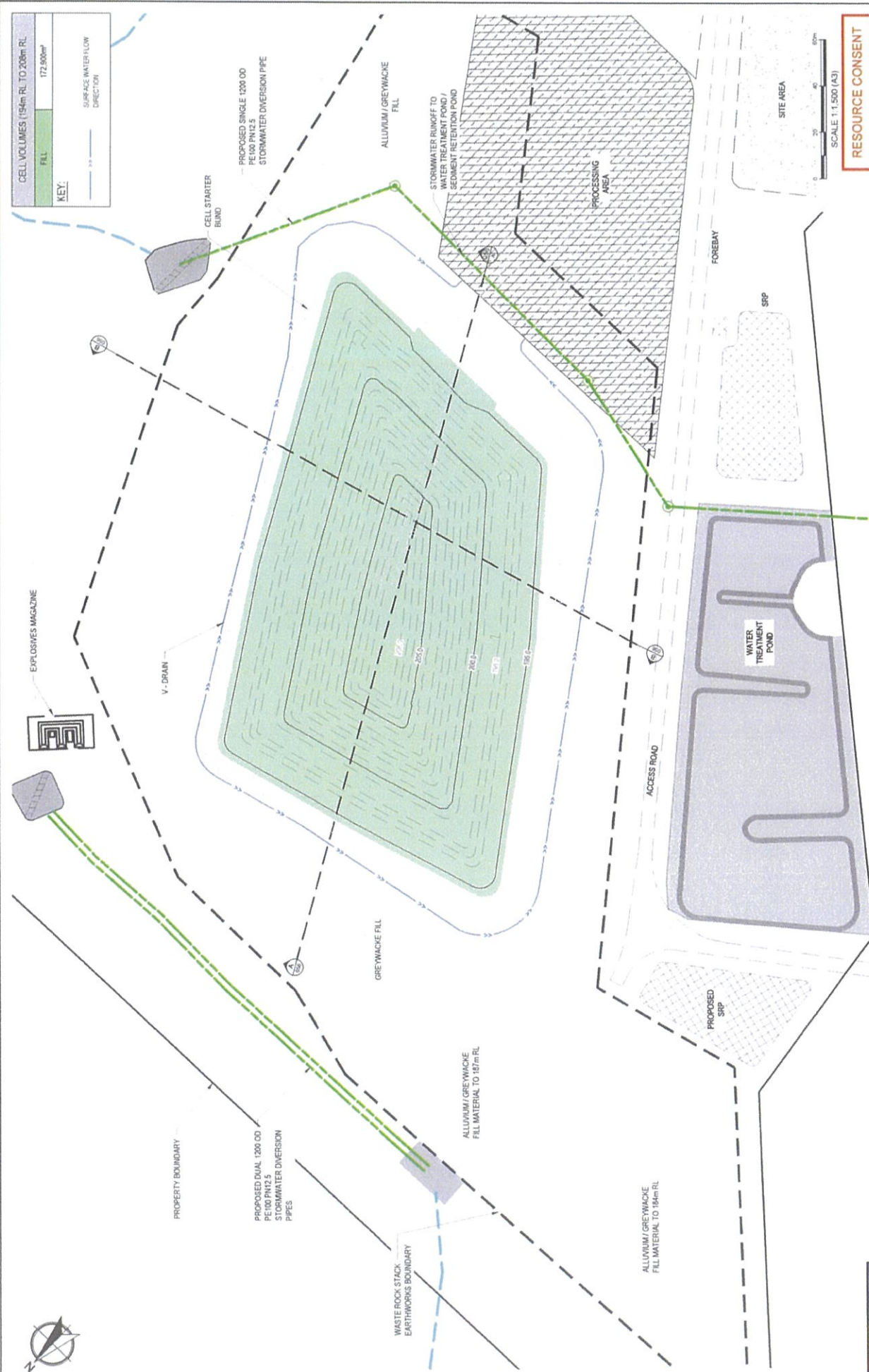
												
												
												
												
												
												
												
												
												
												
												
												
												
												
												
												
												
												

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ORIGINAL RESEARCH published: 11 July 2018

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RESOURCE CONSENT

CELL EARTHWORKS PLAN STAGE 1		FEDERATION MINING		PROJECT SNOWY RIVER GOLD PROJECT-WASTE ROCK STACK		CLIENT FEDERATION MINING	
DESIGNED T.T.	DATE DEC 21	APPROVED T.T.	DATE DEC 21	DESIGNED T.T.	DATE DEC 21	APPROVED T.T.	DATE DEC 21
SCALE AS SHOWN		DRAWING NO A03397705-GT-055		PROJECT SNOWY RIVER GOLD PROJECT-WASTE ROCK STACK		CLIENT FEDERATION MINING	
REVISION NO		DATE		APP		DATE	
A		PRELIMINARY		FEB 22		FEB 22	
B		CLIENT REVIEW		FEB 22		FEB 22	
C		FOR RESOURCE CONSENT		APR 22		APR 22	



	C	FOR RESOURCE CONSENT	APR 22	
	B	CLIENT REVIEW	FEB 22	
	A	PRELIMINARY	FEB 22	
	NO REVISION		DATE	APP



THIS DRAWING REMAINS THE PROPERTY
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MAY NOT BE REPRODUCED OR ALTERED
WITHOUT WRITTEN PERMISSION. NO
LIABILITY SHALL BE ACCEPTED FOR
UNAUTHORIZED USE OF THE DRAWINGS

CLIENT

FEDERATION MINING

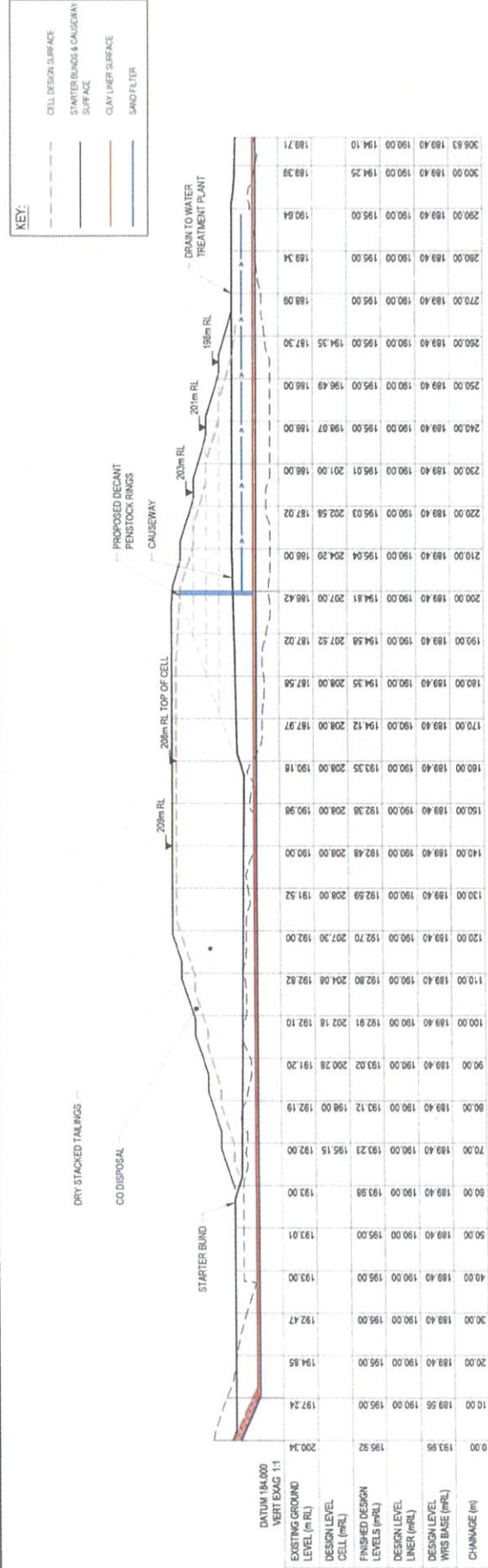
PROJECT
SNOWY RIVER GOLD PROJECT-WASTE ROCK STACK

DESIGNED	DESIGN REVIEW	DATE	APPROVED	DATE
L.M.	A.S.	DEC 21		
DRAWN	DRAWING CHECK	DATE		
T		DEC 21		

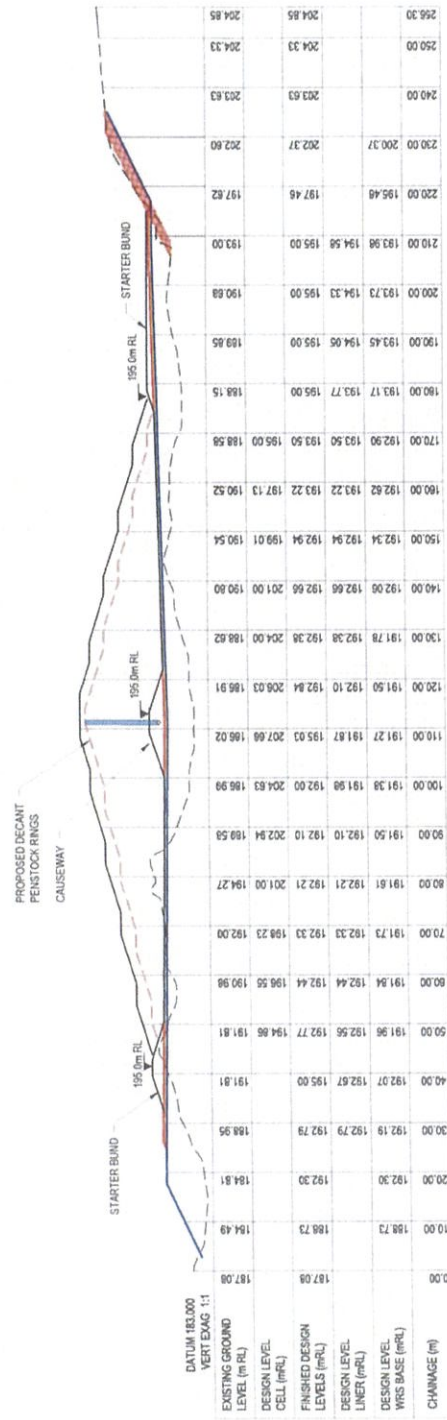
CELL CROSS SECTIONS
STAGE 1

SCALE	DRAWING NO	REV
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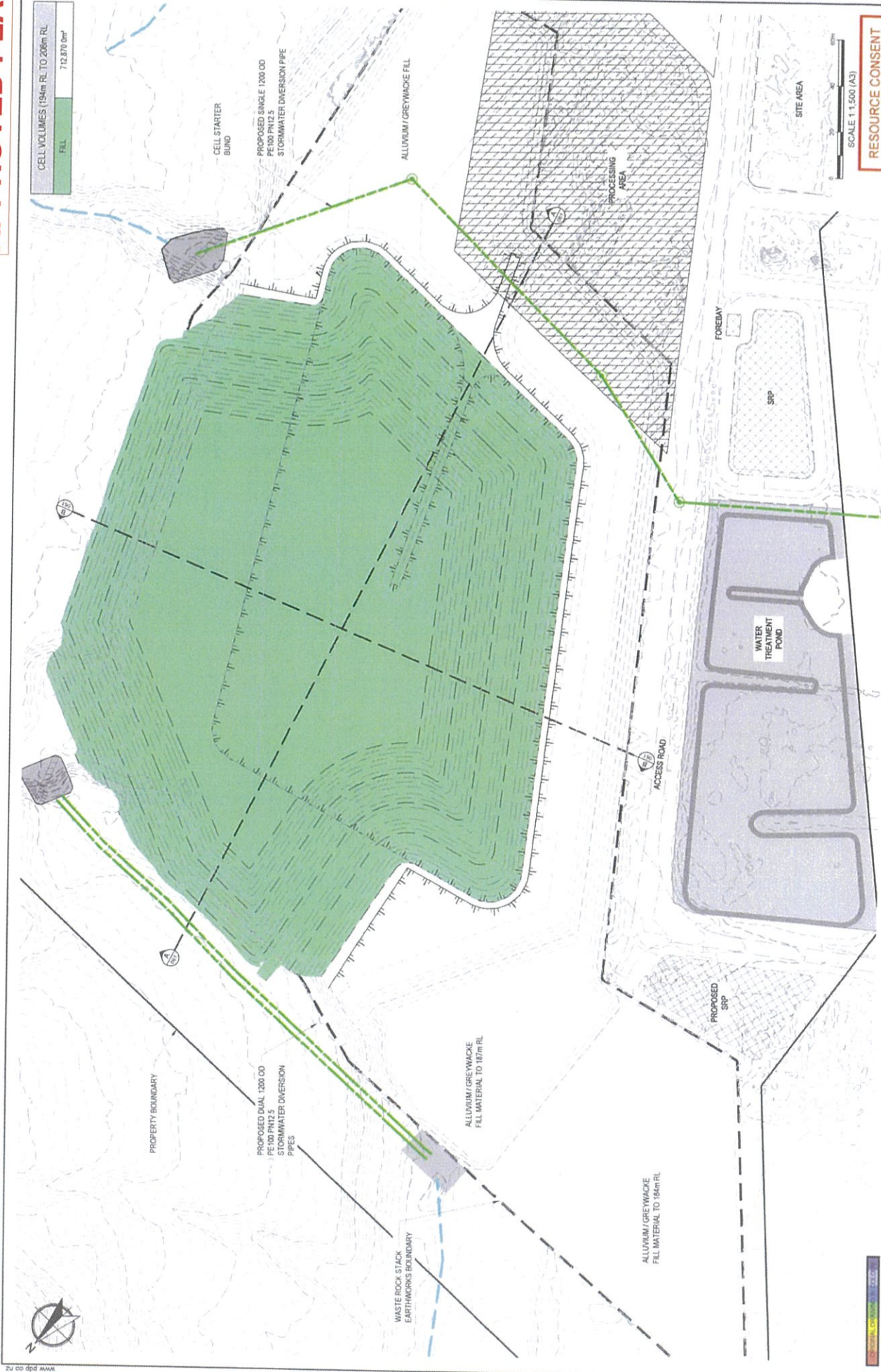
RESOURCE CONSENT



SECTION A
SCALE 1:1000



SECTION B
SCALE 1:1000
055



SCALE 1:1,500 (A3)

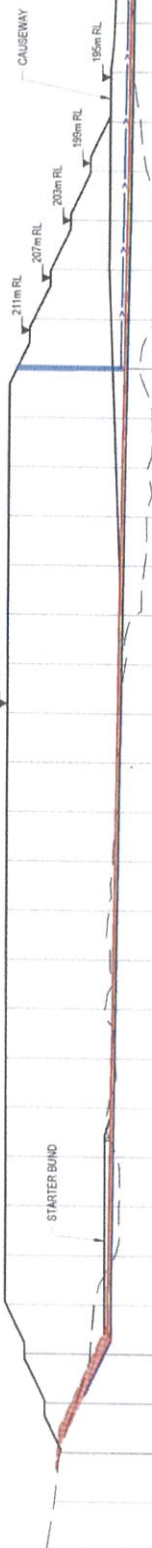
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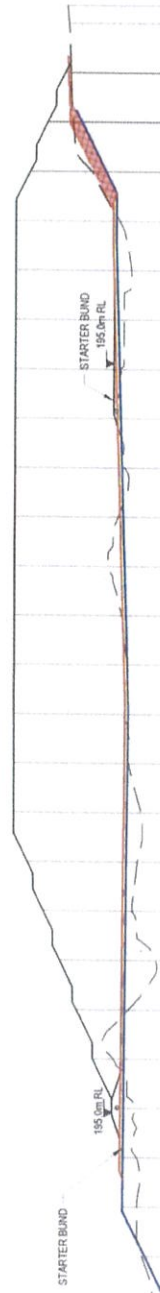
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DATUM 184.000
VERT EXAG 1:1

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SECTION A
SCALE 1:1000
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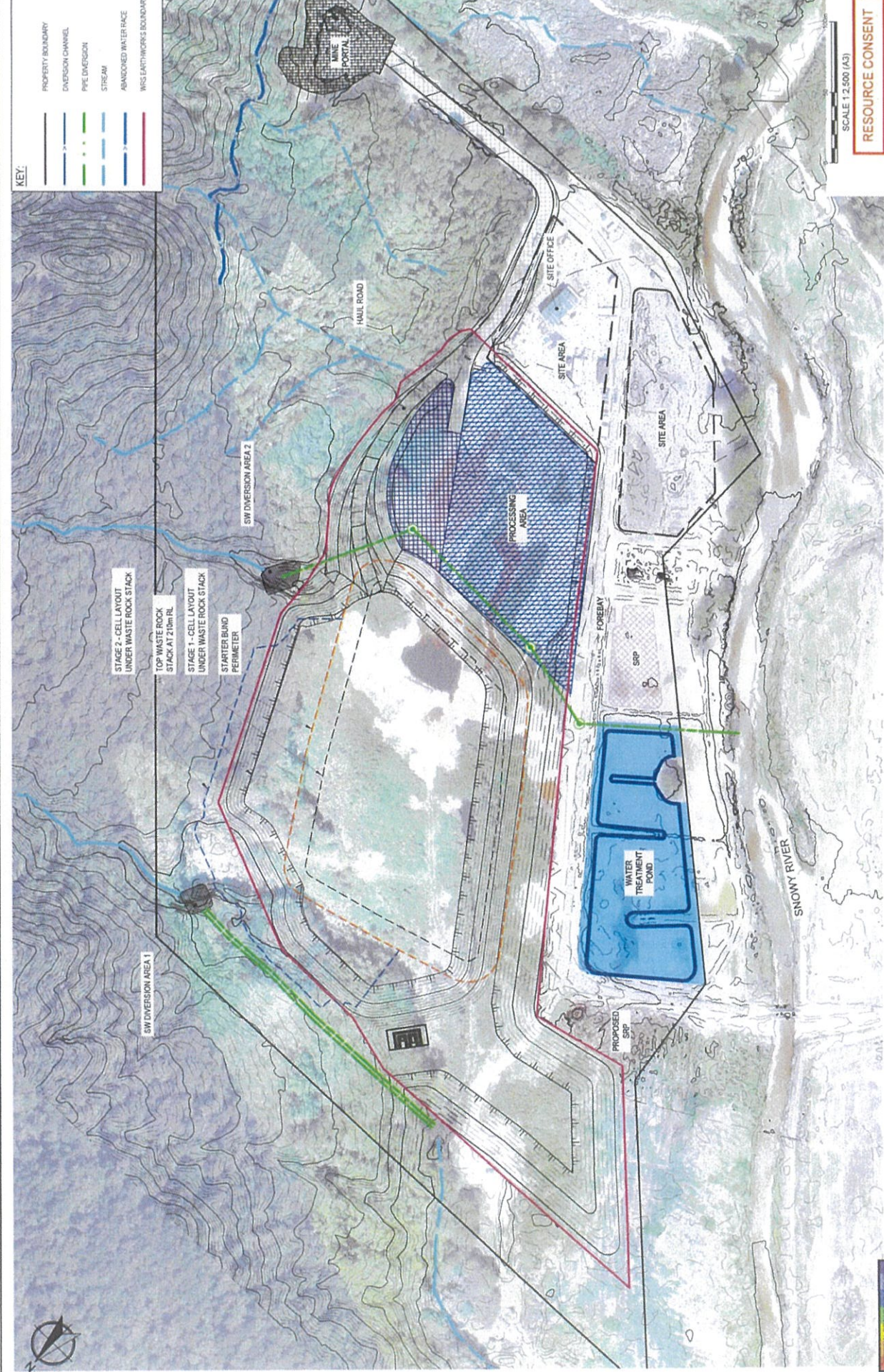
DATUM 183.000
VERT EXAG 1:1

VERT. EXG. 1:1	EXISTING GROUND LEVEL (mRL)	187.11	189.06	190.00	190.03	190.05	194.74	191.75	196.31	191.00	189.99	215.00	189.06	191.76	182.66	192.11	192.71	182.71	215.00	193.30	196.00	194.05	192.72	184.21	183.66	193.00	191.55	193.94	215.00	212.14	203.46	205.17	204.44	204.73	273.58	270.00		
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SECTION B
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RESOURCE CONSENT

 FEDERATION MINING	 PATTLE DELAMORE PARTNERS	 3CC	<p>THIS DRAWING REMAINS THE PROPERTY OF PATTLE DELAMORE PARTNERS LTD AND MAY NOT BE REPRODUCED OR ALTERED WITHOUT WRITTEN PERMISSION. NO UNAUTHORIZED USE OF THE DRAWINGS</p>	 0° 00' 00"	<p>THE DRAWING REMAINS THE PROPERTY OF PATTLE DELAMORE PARTNERS LTD AND MAY NOT BE REPRODUCED OR ALTERED WITHOUT WRITTEN PERMISSION. NO UNAUTHORIZED USE OF THE DRAWINGS</p>	<p>PROJECT</p> <p>SNOWY RIVER GOLD PROJECT-WASTE ROCK STACK</p>	<p>CLIENT</p> <p>FEDERATION MINING</p>	<p>CELL CROSS SECTIONS</p> <p>STAGE 2</p>	<p>REV</p> <p>AS SHOWN</p>	<p>DRAWING NO</p> <p>AJ03397705-GT-061</p>	<p>B</p>
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FEDERATION MINING				WASTE ROCK STACK LAYOUT PLAN			
PROJECT				STAGE 1			
SNOWY RIVER GOLD PROJECT-WASTE ROCK STACK				AS SHOWN (A3)			
DESIGNED	DATE	APPROVED	DATE	SCALE	DRAWING NO.	REV	
TT	DEC 21	TT	DEC 21	AS SHOWN (A3)	A03397705-GT-200	C	

THIS DRAWING REMAINS THE PROPERTY OF PDP AND MAY NOT BE REPRODUCED OR ALTERED WITHOUT WRITTEN PERMISSION. NO LIABILITY SHALL BE ACCEPTED FOR UNAUTHORIZED USE OF THE DRAWINGS.



NO	REVISION	DATE	APP
1	FOR RESOURCE CONSENT	APR 22	
2	CLIENT REVIEW	FEB 22	
3	PRELIMINARY	FEB 22	



RESOURCE CONSENT DECISION - RC220060

Pursuant to Sections 104, 104B and 108, of the Resource Management Act 1991, Buller District Council **GRANTS** the applications by ~~OceanaGold (New Zealand) Limited~~ transferred to Tasman Mining Limited on 01 July 2024 **subject to the Conditions below.**

The Approved Activity:

Land use consent to construct, operate and maintain a processing plant and associated infrastructure to process extracted ore from the underground mine at the Snowy River Mine site.

Location:

Address:	Snowy River Road, Ikamatua
Legal Description:	Sections 9-10 Blk XVI Mawheraiti SD
Record of Title:	NL10A/347

Approved Plan:

- The Site plan prepared by Pattle Delamore Partners Ltd titled: '*Fig 1: WRS Consented & New Design footprint*', dated Mar 2022. The processing plant location is shown in hatched black.

Please note that the plan which is approved is stamped 'Approved Plan' and attached to this consent.

CONDITION(S):

Pursuant to Section 108 of the Resource Management Act 1991 this consent is granted subject to the following conditions:

1. The activity shall proceed in general accordance with the submitted Application and Assessment of Environmental Effects (AEE) dated 17 June 2022, the relevant supporting technical documents and the relevant plan as detailed above and stamped as approved, except where the following conditions take precedence.
2. All activities authorised by this consent shall be undertaken in accordance with the following provisions of RC130025:
 - (a) Hazardous Substances - Conditions 23 to 25;
 - (b) Contingency and Response Plan – Conditions 26 to 29;
 - (c) Rehabilitation and Closure Plan – Conditions 30 to 33; and
 - (d) Construction and Operational Management Plan – Conditions 50 - 53

The Management Plans shall be modified where necessary, to take account of and be consistent with the Application and AEE dated 17 June 2022 for the processing plant facilities. Any amended Management Plans shall be submitted to the Council's Planning Department prior to construction of the processing plant commencing.

3. The main elements of the processing plant shall be finished in materials and colours that are dark green or grey shades so as to blend with the forested landscape.
4. In order to minimise light vehicle movements along Snowy River Road, the Consent Holder shall offer a van/bus service to transport workers to the site during the

construction and mining phases. As a minimum, 20% of the work force (calculated relative to either the construction or mining workforce) shall be required to be transported to the site via vans/buses.

5. All actual and reasonable costs incurred by this Council in monitoring, enforcement and administration of this consent shall be met by the consent holder.

NOTE(S):

1. A monitoring administration fee of \$100.00 has been included on your consent invoice. Please note that further fees are likely in accordance with Condition 5.
2. Pursuant to section 127(1) of the Resource Management Act 1991, the Consent Holder may apply to the consent authority for a change or cancellation of any condition of this consent.
3. Pursuant to Section 128(1)(a) and 128(1)(c) of the Resource Management Act 1991, the Consent Authority may review any condition of this consent within eight years from the date of issue for any of the following purposes:
 - (a) To deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage; or
 - (b) To deal with inaccuracies contained in the consent application that materially influenced the decision made on the application and are such that it is necessary to apply more appropriate conditions.
4. This consent shall lapse five years after the decision date if not given effect to.

REASONS FOR DECISION

Section 113(4) of the Resource Management Act 1991, requires that every decision on a resource consent that has not been notified shall be in writing and state reasons for the decision.

1. The three affected party approvals, being Waka Kotahi, Department of Conservation and Granville Mining Ltd have been provided.
2. The subject site is an active mine with established infrastructure (including offices, workshops and water management systems) and a WRS under construction. The proposed processing plant will be constructed within the existing consented footprint of the Snowy River Mine and the Landscape Report anticipates that most, if not all of the plant will be screened by the WRS.
3. The Applicant has volunteered a Condition in order to mitigate the traffic effects of the proposal that will result in daily light vehicle movements at levels comparable to the consented environment, and the Transport Report concluded that traffic volumes are low and will have less than minor effects on Snowy River Road.
4. The proposal is considered to achieve the sustainable management purpose of the

Resource Management Act 1991 and is consistent with the objectives and policies of the operative District Plan and the proposed Te Tai o Poutini Plan.

Please note that a copy of the Planning Officer's Report, which explains further the reasons given above, can be forwarded to you on request and is also available at the Council office to view.

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Dated at Westport this 13th day of January 2023

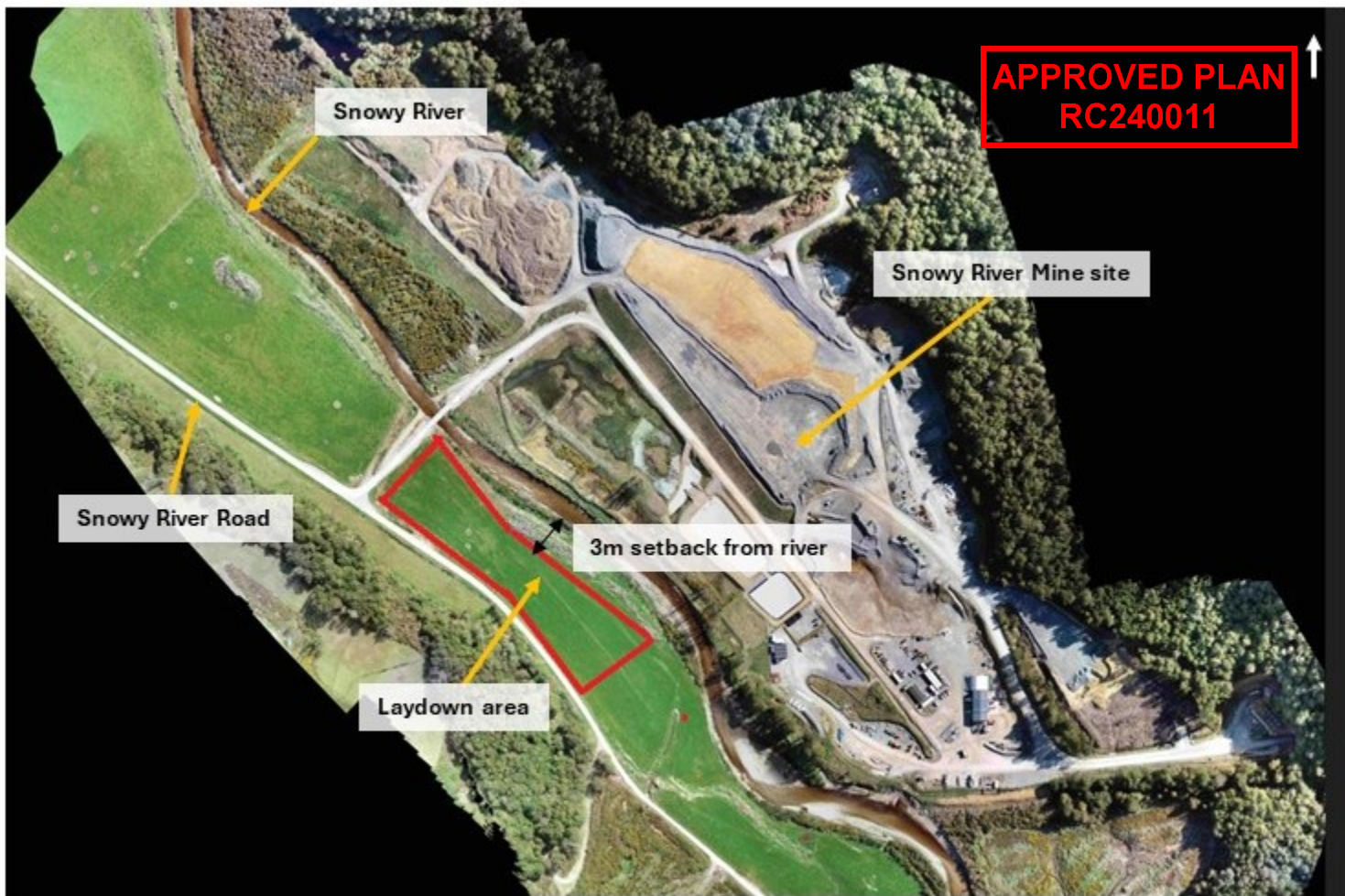


Figure 1: Plan showing the approximate location of the Snowy River Mine laydown and truck storage area.

17 May 2024

Federation Mining
c/ Katherine Lyttle
Mitchell Daysh Limited
Po Box 489
Dunedin 9054

By email: katherine.lyttle@mitchelldaysh.co.nz

Dear Katherine

APPLICATION FOR RESOURCE CONSENT RC240011

The Buller District Council's decision on the abovementioned resource consent is enclosed.

If you are happy with the decision made by Council, the consent may be acted upon subject to any conditions included in the decision. Council staff will monitor the site to check that conditions have been complied with.

If not acted upon, the consent will lapse after five years from the date of the decision, unless otherwise specified in this decision or unless extended upon application to Council. Please refer to section 125 of the Resource Management Act 1991 (RMA) for further details.

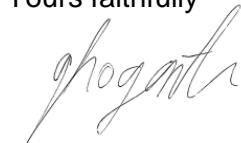
If you do not agree with the whole or any part of the decision, you may appeal the whole or any part of the decision to the Environment Court. An appeal may be lodged with the Environment Court within 15 working days of the date of this notification. The address of the Environment Court is PO Box 2069, Christchurch 8140. A copy of any appeal should also be sent to the Buller District Council, PO Box 21, Westport 7866.

Please refer to sections 120-121 of the RMA and also the Resource Management (Forms, Fees and Procedure) Regulations 2003 for further details on appealing resource consent decisions.

If you are in doubt about your rights to appeal, or require an extension of time, you should discuss this with your solicitor/agent.

If you have any further queries please do not hesitate to contact the duty planner on planning@bdc.govt.nz.

Yours faithfully



Gina Hogarth
ACTING TEAM LEADER - PLANNING

RESOURCE CONSENT DECISION – RC240011

Pursuant to Sections 104, 104B, and 108 of the Resource Management Act 1991, Buller District Council **GRANTS** the application by Federation Mining Limited **subject to the Conditions below.**

The Approved Activity:

Land use consent to construct, operate and maintain a temporary laydown and truck storage facility within the Rural Zone associated with construction of a processing plant at the Snowy River Mine.

The application triggers consent under Rule 5.3.2.3.1 of the operative Buller District Plan relating to discretionary activities within the Rural Zone and Rule NC-R3¹ of the proposed Te Tai o Poutini Plan relating to earthworks within riparian margins of a river.

Location:

Address:	Snowy River Mine, Snowy River Road, Ikamatua
Legal Description:	Sections 9-10 Block XVI Mawheraiti Survey District
Record of Title:	NL10A/347
Valuation Roll Number:	1900020200

Approved Plans:

The aerial site plan labelled: “*Figure 1: Plan showing the approximate location of the Snowy River Mine Laydown and Truck Storage Area*”.

Please note that the plan which is approved is stamped Approved Plan and attached to this consent.

CONDITIONS:

Pursuant to Section 108 of the Resource Management Act 1991 this consent is granted subject to the following conditions:

General & Administration

1. The activity must proceed in general accordance with the submitted application and associated Assessment of Environmental Effects received by Council and the relevant Plan as detailed above and stamped as approved, except where the following conditions take precedence.
2. The Consent Holder must supply any agent or contractor working under this consent with a copy of the consent to ensure compliance with these conditions.
3. All actual and reasonable costs incurred by this Council in monitoring, enforcement and administration of this consent must be met by the Consent Holder.

Noise

4. All activities must comply with the following noise limits within the notional boundary of any dwelling existing at the date consent is granted:
 - 8am-11pm Monday to Friday and Saturday 8am to 6pm - 55dBA L₁₀
 - At all other times including any public holiday - 45dBA L₁₀ 75dBA L_{max}

Noise levels must be measured and assessed in accordance with New Zealand Standards NZS6801:2008 “Acoustics – measurement of Environmental Sound” and NZS 6802:2008 “Acoustics – Environmental Noise”.

Hardstand fill

5. The hardstand must be constructed from natural materials such as clay, soil or rock and any mine waste fill must be inert.

Accidental Protocols

6. If any archaeological or potential sites of historic value are discovered during construction of the laydown, the Consent Holder must adhere to the existing protocols established for Snowy River Mine.

Advice Note: Condition 88 of RC130025B requires an Accidental Discovery Protocol is in place for Snowy River Mine stie.

Rehabilitation

7. Within 12 months of the laydown ceasing to operate, the site must be rehabilitated back to the original land use of pastoral grazing. This involves removal of fill material back to the mine site, spreading of stripped topsoil and establishment of pasture.

Term

8. This resource consent expires 2 years after commencement of activities on the site.

NOTES:

1. A monitoring administration fee of \$100.00 has been included on your consent invoice. Please note that further fees are likely in accordance with Condition 3.
2. Pursuant to Section 127(1) of the Resource Management Act 1991, the consent holder may apply to the consent authority for a change or cancellation of any condition of this consent.
3. Pursuant to Section 128(1)(a) and 128(1)(c) of the Resource Management Act 1991, the Consent Authority may review any condition of this consent within eight years from the date of issue for any of the following purposes: (a) To deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage; or (b) To deal with inaccuracies contained in the consent application that materially influenced the decision made on the application and are such that it is necessary to apply more appropriate conditions; or (c) To assess the appropriateness of imposed compliance standards, monitoring regimes and monitoring frequencies and to alter these accordingly.
4. This consent shall lapse five years after the decision date if not given effect to.

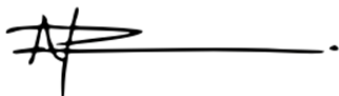
REASONS FOR DECISION

Section 113(4) of the Resource Management Act 1991 requires that every decision on a resource consent that has not been notified shall be in writing and state reasons for the decision.

1. The two affected party approvals to the application have been provided.
2. While the laydown facility will be readily visible to the public from Snowy River Road, the existing view from the road is of an operating mine and the facility is temporary with the hardstand to be removed at the end of its use.

3. The potential adverse effects on the natural character of the Snowy River are expected to be minor when considered in the context of the existing environment where the river margin has been subject to significant modification associated with farming activities and with the laydown facility being a temporary activity.
4. The supporting acoustic assessment predicts noise levels will readily comply with the District Plan noise limits with noise effects assessed as less than minor.
5. Standard erosion and sediment control measures will be implemented during construction and operation of the laydown to ensure sedimentation and erosion from stormwater runoff is minimised.
6. The proposal is considered consistent with the relevant provisions of the operative Buller District Plan and the proposed Te Tai o Poutini Plan.

Please note that a copy of the Planning Officer's Report, which explains further the reasons given above, can be forwarded to you on request and is also available at the Council office to view.

A handwritten signature in black ink, consisting of a stylized 'N' followed by a horizontal line and a dot.

Nathan Riley
GROUP MANAGER REGULATORY SERVICES
BULLER DISTRICT COUNCIL

Dated at Westport this 17th day of May 2024