

## DECISION ON WAIHI MINE EXPLORATION TUNNELS APPLICATION

That in accordance with sections 104 and 104B of the Resource Management Act 1991 the resource consent application by Oceana Gold (New Zealand Limited) to the Hauraki District Council to construct and use two exploration tunnels located between the western extent of the existing Slevin Underground Project and the Martha Open Pit, being termed the Martha Drill Drive Project, is **granted subject to conditions** and for the following reasons.

### Reasons for consent

1. The actual and potential adverse effects of the Martha Drill Drive Project (**MDDP**) on the environment will be no more than minor particularly in light of the existing environment which is significantly impacted by authorised mining and mining related activities. With respect to effects on the environment, the Hauraki District Council (**Council**) has received technical reports addressing blasting, noise and geotechnical considerations as part of its section 42A Resource Management Act 1991 (**RMA**) reporting on the application. These have found the associated effects to be satisfactory subject to the conditions that have been applied to other mining related applications at Waihi.
2. The project will have positive effects in that it will enable exploration for mineral resources to be effectively and efficiently conducted and in this respect be consistent with existing mining activities at Waihi.
3. The proposal is consistent with the provisions of the relevant statutory planning instruments. In this respect, the MDDP will achieve the objective in the Waikato Regional Policy Statement 2016 (**WRPS**) to protect access to identified mineral resources by facilitating exploration for and identification of mineral resources under Waihi. It is further consistent with the objective of the Martha Mine zone in the Hauraki District Plan 2014 (**HDP**) in providing for the utilisation of the mineral resource at Waihi in a sustainable manner and it aligns well with the policies for the Martha Mine zone in the HDP.
4. Recent decisions from the Courts have not found it necessary to refer back to Part 2 of the RMA when determining applications for resource consent. That aside, the proposal is consistent with the purpose and principles of the RMA at Part 2 and it has particular regard to the interests of local Maori from the consultation that has occurred.



Alan R Watson

RMA Hearing Commissioner

In accordance with delegated authority from the Hauraki District Council.

11 July 2017

## MARTHA DRILL DRIVES PROJECT

### CONSENT CONDITIONS

#### General

- 1 The activities authorised by this consent shall be carried out in general accordance with the plans and information submitted in the application, but as amended by the conditions set out below. For the avoidance of doubt, the activities described in condition 3a) are limited to the area denoted "Project area" in the attached Figure 1.

For the purposes of this consent, the reference to the "Martha Drill Drives Project (MDDP)" refers to any development within the project area shown in Figure 1.

- 2 This consent shall be exercised in accordance with the additional licences and consents identified in Schedule A of this consent as amended from time to time.
- 3 The land use activities permitted under this consent for all activities and facilities relating to the MDDP, being development of underground drives through to the rehabilitation of the land and final mine closure, include the following:

a) Within the MDDP area, as identified in Figure 1:

- i) Construction of access drives, declines and inclines, and underground ventilation and service shafts.
- ii) Drilling and blasting.
- iii) Underground mining.
- iv) Removal of waste rock and ore.
- v) Underground exploration by drives and/or drilling.
- vi) Rehabilitation activities, including backfilling with waste rock and cemented aggregate fill.
- vii) The use of hazardous substances.
- viii) Any other ancillary activities associated with the above.

b) Outside the MDDP area:

- i) Use of existing facilities and infrastructure provided for under the licences and consents identified in Schedule A of this consent.
- ii) Any other ancillary activities associated with the above.

- 4 The consent holder shall at least two weeks before the first exercise of this consent, advise the Group Manager, Planning and Environmental Services, Hauraki District Council ("Council"), in writing, of the date upon which the exercise of this consent is to physically commence.

#### Annual Work Programme

- 5 The consent holder shall, within one year of the date of notice given under condition 4 and every year thereafter, prepare and submit to the Council for information purposes an Annual Work Programme for the following year's work.
- 6 The Annual Work Programme shall, amongst other matters:

- a) Clearly demonstrate that all proposed workings are within the MDDP area; and
- b) Set out the timing and intended location of the tunnels.

**Noise**

- 7 Prior to the installation of the ventilation fan, the consent holder shall provide an acoustic report, prepared by a suitably qualified and experienced acoustical consultant to the Hauraki District Council for its certification. The acoustic report shall include the manufacturer’s noise data for the ventilation fan the predicted noise levels at critical neighbouring sites, a recommendation on whether silencers are required to ensure compliance with the noise limits in condition 9 ( on a cumulative basis ), and the acoustic performance of any silencers, if required. Should the Council ( in liaison with an independent, suitably qualified noise expert ) refuse to certify the report, it will explain its reasons and the consent holder shall submit a revised report to Council. The fan shall not be operated until the report is certified.
- 8 Noise associated with the use of existing facilities and infrastructure by the MDDP provided for in the licences and consents identified in Schedule A of this consent shall not exceed the applicable noise level limits contained in the existing licences and consents identified in those licences and consents.
- 9 The mean corrected noise level ( $L_{Aeq}$ ) arising from the construction, operation and decommissioning of the inlet ventilation portal and fan located in the south west wall of the Martha Pit shall not exceed the limits shown in Figure 2 – Noise Control Boundaries and specified below:

		55 dBA Control Boundary	50 dBA Control Boundary
Monday – Friday	0700-2100	55 dBL <sub>Aeq</sub>	50 dBL <sub>Aeq</sub>
Saturday	0700-1200	55 dBL <sub>Aeq</sub>	50 dBL <sub>Aeq</sub>
All other times		40 dBL <sub>Aeq</sub>	40 dBL <sub>Aeq</sub>

- 10 All noise associated with the MDDP shall be measured within or close to the boundary of any residentially zoned site or the notional boundary of any occupied rural dwelling site not owned by the consent holder or related company, or not subject to an agreement with the consent holder or related company. In the event that a property is sold and ceases to be subject to an agreement between the consent holder (or related company) and the purchaser, or in the event that there is no longer an agreement between the consent holder (or related company) and the landowner, the measurement of noise shall revert to being on or close to the boundary of that residentially zoned site or the notional boundary of the occupied rural site.

The noise shall be measured cumulatively with other noise emanating from the Martha Mine and the underground mines of Favona, Trio, CEPPA and SUPA (should there be simultaneous operations), all operations within the process plant area, operations within the waste and tailings area, and the conveyor and associated activities.

Subject to the express provisions in this condition, the noise levels shall be measured in accordance with the provisions of New Zealand Standard NZS6801:2008 Acoustics - Measurement of Environmental Sound and assessed in accordance with the provisions of NZS6802:2008 Acoustics - Environmental Noise.

**11 Noise Monitoring and Reporting**

- a) The consent holder shall undertake the monitoring required by these conditions at its cost. Noise monitoring to confirm compliance with the noise levels in conditions,8, 9 and 10 shall be undertaken as follows:

- i) Unless it can be demonstrated that adverse weather conditions prevented noise monitoring on each day of the seven day period, the consent holder shall monitor noise levels for the site at weekly intervals throughout the period of construction of the ventilation portal.
- ii) Monitoring of noise from the operation of the ventilation fan shall be undertaken on two separate nights. This monitoring shall be undertaken within two months of the ventilation fan being installed and operating.
- iii) If the monitoring required in i) and ii) above demonstrates compliance with the noise limits, noise monitoring shall be undertaken thereafter at intervals not exceeding three months for the duration of the activity identified above.

In the event that noise limits are exceeded then monitoring shall continue at weekly intervals while steps are undertaken to comply with conditions 8, 9 and 10. Such measures to comply with conditions 8, 9 and 10 shall be implemented immediately.

- iv) Such ongoing monitoring shall be undertaken in conjunction with that required under the licences and consents identified in Schedule A of this consent.
- b) Records of all noise monitoring shall be maintained and provided to Council on request.
  - c) Representative noise levels shall be measured and assessed in accordance with the methods specified in condition 10, and as set out in the Noise Management Plan (condition 12).
  - d) The consent holder shall, unless otherwise directed to do so by Council following consultation with the consent holder, provide a summary report to the Council at the end of each three month period from commencement of work to completion on the following:
    - i) Results of the noise monitoring that are of direct relevance to the MDDP; and
    - ii) All complaints received during the previous three month period, action taken by the consent holder and the resolution (if any); and
    - iii) Any other matters of concern raised with the consent holder.

## 12 Noise Management Plan

The consent holder shall prepare a Noise Management Plan for the written approval of the Council. The objective of the Plan is to detail the methods to be used to comply with conditions 8 to 11 of this consent. This Plan shall be submitted to the Council at least two weeks prior to the exercise of this consent and the consent shall not be exercised until the Noise Management Plan has been approved by the Council. The Noise Management Plan may be reviewed and amended from time to time, subject to the approval of Council but not in a manner inconsistent with these conditions.

### **Advice note:**

The Noise Management Plan may be prepared in conjunction with Noise Management Plans prepared in accordance with the consent requirements applying to other mines in the Waihi Area.

## **Blasting and Vibration**

### 13 Impulsive Vibration from Blasting

The activity shall comply with the following standard as measured at the boundary of any site not zoned Rural or in the case of land zoned Rural, the notional boundary of any occupied rural dwelling where the site or occupied rural dwelling is not owned by the consent holder (or related company) or not subject to an agreement with the consent holder (or related company) .

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

- a) There shall be no more than three blast events per day, from Monday to Saturday and between 0700 and 2000.
- b) No blasting shall be undertaken at night (2000 to 0700 the following day), on Sundays or on public holidays.
- c) The peak particle velocity (vector sum) shall be no more than:
  - i) 5mm/s for 95% of the monitored events.
  - ii) 2mm/s on average.
- d) Compliance with the 95% and average limits shall be measured over a six-month rolling period.
- e) Compliance with the 95-percentile limit shall be determined based on the highest recorded vibration for each blast event measured at any monitor.
- f) Compliance with the average limit shall be determined separately for each blast monitor based on the total number of blast events in the six-month rolling period. The blast monitors for compliance measuring purposes shall be those fixed monitors as described in condition 16 d).
- g) Blast events shall have a total duration of not more than 12 seconds;
- h) Duration is to be calculated as the time from the nominal firing time of the first charge to the nominal firing time of the last charge.
- i) A 'Blast Event' is defined as 'An individual or number of linked individual blasts of not more than the total duration periods specified above.'

**Advice Note:**

There shall be no more than three blast events per day from within CEPPA, SUPA and the MDDP combined. For condition 13c), the averages and 95 percentiles will be calculated for vibration from blasting within all of SUPA, CEPPA and MDDP combined.

**14 Minimisation and Mitigation of Blasting Impacts**

- a) In addition to complying with the requirements of condition 13, the consent holder shall minimise, to the extent practicable, the impacts of blasting vibrations for the community. The measures to be applied in this regard shall be set out in the Vibration Management Plan (condition 19) and will include details of how the following requirements will be achieved to the greatest extent practicable:
  - i) Restrict the duration of blast events to the minimum consistent with safe and efficient mining operations;
  - ii) Fire the three defined daily blast windows at shift changes and meal breaks;
  - iii) Implement timely blast notification procedures;
  - iv) Report blast vibration results in a timely manner.
- b) While blasting is occurring as provided for by this consent, the consent holder shall also continue to implement the Amenity Effect Programme (AEP) in respect of vibration as set out below provided that owners and/or tenants who have entered into a separate arrangement with the consent holder and/or have otherwise agreed not to receive the AEP will not be eligible to receive AEP payments under this condition.

- c) The consent holder shall use the recorded data from the vibration compliance monitoring network to estimate the vibration received at occupied residences from blasting within the MDDP, and shall make payments to the occupiers of those residences in accordance with the table and criteria below:

Table: AEP Payment Schedule

Vibration Magnitude (mm/s)	Payment per Blast Event (\$)
≥1.5	17.70
≥3.5	53.00
≥5	177.00
≥6	352.00

- d) The stated payment rates are those existing at 1 January 2013. The rates will be adjusted for the start of each calendar year by the Consumer Price Index (CPI) published by Statistics New Zealand and made publicly available on the consent holder's website.
- e) An occupied residence shall be eligible to receive AEP payments if it receives two or more blast events generating vibration of 1.5mm/s or greater in any month.
- f) The AEP does not apply to any unoccupied houses or undeveloped residential property.
- g) Occupiers of eligible residences shall receive a minimum payment of \$250.
- h) Payments to occupiers of eligible residences shall be calculated six-monthly, and payment made within two months or as soon as practicable thereafter.
- i) Should AEP payments become taxable, the consent holder shall not be liable for any taxes associated with the payments. Nor shall the consent holder be liable for any future changes to national superannuation or other benefits as a result of an eligible occupier receiving the AEP payments required under this consent.

**Advice Note:**

For the purposes of determining AEP payments the AEP payments will be based on the recorded vibration data from CEPPA, SUPA and MDDP combined.

- 15 Where blast events provided for under this consent occur simultaneously with blast events at the Trio, Favona or Martha mines, or within CEPPA or SUPA, the consent holder shall ensure that such blast events comply with the maximum ground vibration level limits specified in condition 13 of this consent.

16 Blasting and Vibration Monitoring

- a) The consent holder shall monitor impulsive vibration from all blast events associated with the mining provided for under this consent.
- b) The monitoring system shall be automated to allow for the prompt analysis of each blast event.
- c) Suitably trained personnel shall conduct any monitoring required under this consent, including the installation of roving monitors. Equipment used for monitoring, equipment calibration and vibration measurement procedures shall comply with the current Australian Standard AS2187.2 (or equivalent international standards) and equipment manufacturers' recommendations.
- d) Unless otherwise required or confirmed in writing by the Council, the fixed monitoring locations for the MDDP shall be those shown as the MDDP monitors in in Figure 3

together with an additional monitor to be located between the Pensioner Flats and the Central School . The location of the additional monitor is to be confirmed with the Council prior to installation and be in place within 4 months of the commencement of this consent. The procedure to be employed in determining the location of the additional monitor shall be described in the Vibration Management Plan required by condition 19.

- e) The fixed monitoring locations shall not be on or inside a building or structure.
- f) Pursuant to condition 16d) , data received from a roving monitor may identify new or additional fixed monitoring locations.
- g) A roving monitor shall be deployed to record vibrations in locations where complaints regarding vibration have been made in accordance with a procedure specified in the approved Vibration Management Plan required under condition 19 .
- h) A complete record of each blast event shall be maintained. The record shall include:
  - i) Types of measurement instrument used.
  - ii) Time and duration of blast event.
  - iii) Locations of blasts.
  - iv) Locations of monitoring positions.
  - v) Distances from the blasts to the monitoring position and nearest residence.
  - vi) Measured vibration levels.
  - vii) Total amount of explosive used.
  - viii) Delay sequence of the blast event.
  - ix) Maximum instantaneous charge.
  - x) Volume of rock blasted.
  - xi) Complaints (including the nature of effects, for example rattling window, was the complainant awoken) and whether the vibration mitigation action process has been undertaken (condition 18c)).
  - xii) Design criteria not covered in items i) to xi) above.

**Advice note:**

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

## 17 Property Damage

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

If the property owner does not agree with advice from the consent holder's representative the consent holder may, or if the cause of the damage is unclear the consent holder shall, engage an appropriately qualified independent third party to investigate and report to both the property owner and consent holder. The consent holder shall request that report to be available in 30 days unless considered urgent by the independent third party in which case the report shall be made available as soon as practicable. If the property owner does not agree with the advice and the consent holder does not engage a third party then the

resident may contact the Council, and if the Council determines, after investigation, that a third party investigation is warranted then the consent holder shall commission and meet the reasonable costs of that investigation.

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

If any dispute arises in accordance with this clause, then the consent holder will offer to the property owner the opportunity to enter binding arbitration through the Independent Review Panel (IRP). If the property owner chooses not to participate in that binding arbitration then the consent holder's obligations under this condition are at an end.

In the event that the IRP cannot conduct this arbitration function, the Council shall mediate the dispute under the same terms as the IRP.

For the purposes of this consent the IRP will be as established and amended from time to time by the Waihi Community Forum (WCF).

## 18 Management and Reporting

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

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

- b) No blasting operations shall be carried out without the written approval of the Mine Manager. Before blasting commences, the Mine Manager shall ensure that the operations will not cause danger, damage or undue discomfort to any person nor danger and damage to property.
- c) In the event that blast monitoring shows that the vibration standards have been exceeded, the consent holder shall implement mitigation actions to ensure compliance. Possible mitigation actions include but are not limited to:
  - i) Limiting the rate of excavation advance.
  - ii) Reducing the blast hole diameter.
  - iii) Reducing the weight of explosive in the blast hole.
  - iv) Using alternative explosive types.
  - v) Using electronic delays to adjust sequencing.
  - vi) Changing the blast pattern.
  - vii) Changing the method of development.
- d) The consent holder shall provide a report to Council for each blast event where the measured vibration exceeds the specified maximum limits. The reports shall be submitted within five days after the blast event and include the records listed in condition 16h) above and mitigation actions taken to limit subsequent blast vibrations to the maximum limits or

less as generally outlined in condition 18c).

- e) The consent holder shall record the vibration magnitude for blast events resulting from the MDDP on its website. The results of the most recent blast event will:
  - i) be posted on the web page as soon as practicable after the occurrence of that blast event; and
  - ii) remain provisional until they are verified.
- f) The consent holder shall provide a summary report to Council at three-monthly intervals after the first exercise of this consent as provided for by condition 4. The report shall include the following:
  - i) Confirmation of actions taken during the previous reporting period.
  - ii) All vibration related complaints received during the current reporting period and mitigation actions taken by the consent holder.
  - iii) Results of vibration monitoring for development blasts.
  - iv) All roving monitor data results recorded during the quarter.
- g) Monitoring records, reports and complaint schedules shall be stored securely and maintained in a systematic manner for 12 months after completion of all blasting at MDDP . Records shall be available for perusal by Council and its representatives on request.

## 19 Vibration Management Plan

The consent holder shall prepare a Vibration Management Plan for written approval by the Council. The objective of the Plan is to provide detail on how compliance with vibration consent conditions 13 to 18 and 34 will be achieved for the duration of this consent. This Plan shall be submitted to the Council at least two weeks prior to the exercise of this consent and the consent shall not be exercised until the Vibration Management Plan has been approved by the Council. The Vibration Management Plan may be reviewed and amended from time to time, subject to the approval of the Council but not in a manner inconsistent with these conditions.

The Plan shall specifically include the following:

- a) Measures to be adopted to meet the conditions of this consent to ensure that blast vibrations are minimised to the greatest extent practicable, including:
  - i) Description of the blast design criteria and blast design review procedures. All blasts shall be designed to a 95% level of confidence to achieve the vibration levels specified in condition 13 and the requirements of condition 14a).
  - ii) The numbers, times (generally around shift changeovers), duration of blast events, and in general terms the coordination of blasts into one blast event and steps to minimise the duration of blast events.
  - iii) Procedures to be adopted where vibration levels approach the maximum permitted levels and mitigation actions to be implemented in the event of an exceedance of the limits stated in condition 13.
  - iv) The methods and procedures to be adopted in deploying the roving monitor(s), data usage from the roving monitors, and identifying circumstances where vibration monitoring within structures shall be considered. Any monitoring undertaken in these circumstances is deemed not to be compliance monitoring.

- b) Further detail on the Amenity Effect Programme as required under condition 14b).
- c) The location of fixed monitors to be established in accordance with condition 16d).
- d) Records to be kept, including blast design data.

**Advice note:**

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

**Surface Stability**

- 20 The consent holder shall engage the open pit geotechnical peer reviewer required by Mining Licence 32 2388 condition 7A to review the design, construction, operation and rehabilitation associated with the breakthrough tunnel from the upper drill drive into the open pit. The primary function of the review is to ensure that the open pit is stable and that the work is undertaken by appropriately qualified personnel in accordance with best practice.
- 21 Underground operations within the MDDP shall be conducted to ensure ground surface stability. This shall include adoption of the following measures:
  - a) No stoping shall occur.
  - b) Backfilling of any other underground workings where geotechnical conditions require backfilling to ensure long-term stability and in particular at least 50m of the ventilation drive shall be backfilled either before the expiry of this consent or immediately following the completion of any subsequent underground mining that may result from MDDP exploration, whichever is the latter.
  - c) Seismic monitoring and rock movement monitoring of underground mine workings for the duration of exploration including backfilling and any other underground rehabilitation work.
  - d) Grouting of all future surface-drilled holes to a depth below the top of the andesite.
  - e) Any surface drillhole having significant and sustained water flows into the workings shall be grouted from underground within three shifts (36 hours) of being intersected. The hole shall be grouted to at least 30 metres from the collar using the same method used to grout uphole cable bolts.

Additional measures to be adopted to ensure ground surface stability shall be reported to the Council in accordance with condition 25 .

- 22 Unless otherwise approved by the Council, the following stand-off distances shall apply for underground operations in the vicinity of historical development and stoping:

Historical Mining	Proposed Stand-Off Distances
Development, rises and access drives	Historical development shall only be intentionally intersected where required to implement remedial works for ensuring stability of the MDDP drives or where required for effective development drive construction and operation.
Unfilled portions of stopes	Development drives shall have a minimum stand-off distance of 10m to unfilled portions of historical stopes.

- 23 Prior to the first exercise of this consent as provided for by condition 4, the consent holder shall provide to the Council for its written approval a Void Management Plan. The objective of

this Plan is to confirm the location and shape of old unfilled and filled mine voids potentially affected by activities authorised by this consent and to identify the risks and controls required to ensure ground surface stability. The Plan will include, but will not be limited to modelling, probe drilling, stand-off distances, remedial measures and procedures for intersecting historical development, monitoring and operating procedures including the monitoring of prisms within the potential hazard of altered low strength rock mass in the upper part of the southern pit wall when the drives are within 50m of the boundary of that zone in plan. The consent holder shall review and update the Plan as necessary including whenever there is any change to the methods or procedures used for void detection monitoring or operating procedures and shall provide the updated Plan to the Council for approval.

- 24 Prior to the first exercise of this consent as provided for by condition 4, the consent holder shall provide to the Council for its written approval, a report describing preventative and mitigation actions that would be implemented to ensure that the underground operations provided for under this consent do not drain the strata overlying the andesite via existing drillholes and structures. Preventative and mitigation actions may include:
- a) Avoiding intercepting the drillholes with exploration workings;
  - b) Grouting drillholes from underground where underground development intercepts holes that are making water or geological defects with significant and sustained water flows;
  - c) Undertaking geotechnical investigations to demonstrate to the satisfaction of Council that draining of the drillhole(s) will not adversely affect surface stability.
- 25 The consent holder shall provide to the Council an annual report (within one month of the anniversary date established by condition 4 or as otherwise agreed in writing by the Council):
- a) Describing the location and depth of the exploratory drives and any intentional interceptions of historic development, rises and access drives; and
  - b) Describing the lengths of development that, due to the encountered geotechnical conditions or where multiple levels overlap, will require backfilling prior to MDDP closure; and
  - c) Describing the ground conditions revealed by the MDDP excavations using key identification criteria as defined by an independent geotechnical specialist and
  - d) Describing the monitoring and measures adopted to ensure ground surface stability, particularly as provided for in condition 21 and the outcomes of such measures; and
- ;
- e) Confirming that the extent of the underground works is confined to the MDDP area as defined in Figure 1.

**Advice Note:**

These reports may be prepared in conjunction with similar reports prepared in accordance with the consent conditions applying to the CEPPA and SUPA.

**Management Plans/Monitoring Reports to be available to the Public**

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

## Hours of Work

- 27 Activities may take place 24 hours per day seven days per week where not otherwise constrained by any other consent conditions.

## Rehabilitation

- 28 The consent holder shall prepare a Rehabilitation Plan (Plan) covering all areas that may be affected by the construction and use of workings associated with the MDDP. This plan shall be submitted to Waikato Regional Council and Hauraki District Council for written approval prior to the commencement of the MDDP.
- a) The Plan shall be in two parts:
- i) Part A shall describe the programme of progressive rehabilitation (including backfilling) that is proposed for the site(s) for the following twelve months, should closure not be proposed during that period and shall report on any such works undertaken during the previous year.
  - b) Part B shall:
    - i) Describe the proposed method of rehabilitation and closure should closure occur within the following 12 months;
    - ii) Include an assessment of any residual risk that the site(s) would pose to the environment and the neighbouring community should closure occur within the following 12 months; and
    - iii) Include a programme for monitoring of the site(s) following closure, and list all maintenance works likely to be necessary at the closed site(s) for the foreseeable future.
- c) The consent holder shall implement Part A of the approved Plan and shall implement Part B of the approved Plan in the event of closure occurring.

## Plan Review

- 29 The Plan shall be reviewed and updated annually and the concepts shall be described in more detail as appropriate.
- 30 The consent holder shall submit the Plan, and each annual review and update thereof, to the Peer Review Panel (as required by the Martha Extended Project HDC Consent No. 97/98-105 ) for its review.
- 31 The consent holder shall then submit the peer reviewed Plan to Hauraki District Council and Waikato Regional Council for approval.
- 32 The Rehabilitation Plan may also include any other information that the consent holder wishes, and may be combined with the Rehabilitation Plan(s) associated with the Martha open pit and underground mines of Favona, Trio, CEPPA and SUPA.

## Liaison Officer

- 33 At least two weeks prior to exercising this consent as provided for by condition 4, the consent holder shall appoint a person (the "Liaison Officer"), and any replacement person subject to the approval of the Hauraki District Council and the Waikato Regional Council (the "Councils"), to liaise between the consent holder, the community and the Councils. The Liaison Officer shall have sufficient delegated power to be able to deal immediately with complaints received and shall be required to investigate those complaints as soon as possible after receipt. The Liaison Officer shall be appointed for the duration of activities associated with this consent. The name of the Liaison Officer together with the contact phone numbers for that person shall be publicly notified in local newspapers by the consent holder prior to the exercising of this consent as provided for by condition 4 and at least once a year thereafter.

The Liaison Officer may be the same Company Liaison Officer as appointed in accordance with consents for the Martha pit, and the underground mines of Favona, Trio, CEPPA and SUPA.

### **Complaints Procedure**

- 34 The consent holder shall deploy a roving monitor in response to complaints as required by condition 16g) . The data recorded by the monitor shall be made available to the Council on request.
- 35 The consent holder shall maintain and keep a complaints register for any complaints received from the community. As a minimum, the register shall record, where this information is available, the following:
  - a) The date, time, and details of the incident that has resulted in a complaint.
  - b) The location of the complainant when the incident was detected.
  - c) The possible cause of the incident.
  - d) Any corrective action taken by the consent holder in response to the complaint, including timing of that corrective action.
  - e) Communication with the complainant in response to the complaint.
- 36 The complaints register shall be made available to the Council on request and relevant aspects shall be reported to Council in the three-monthly vibration monitoring summary reports (refer condition 18f)).

### **Term and Lapse Period**

- 37 This consent will expire on 20 December 2025.
- 37A Exploration drilling shall only be conducted within MDDP for a period of 5 years following the first exercise of this consent.
- 38 This consent lapses unless given effect to five years after the commencement of this consent under Section 116 of the Resource Management Act 1991.

### **Bond**

- 39 Unless otherwise agreed in writing by Hauraki District Council and the Waikato Regional Council, the consent holder shall provide and maintain in favour of the Councils a rehabilitation Bond(s) to:
  - a) Secure compliance with the conditions of this consent and to enable any adverse effects on the environment resulting from the consent holder's activities and not authorised by a resource consent to be avoided, remedied, or mitigated;
  - b) Secure the completion of rehabilitation and closure of the activities authorised by this consent in accordance with the Rehabilitation Plan approved by the Councils; and
  - c) Ensure the performance of any monitoring obligations of the consent holder under this consent.
- 40 The bond(s) shall be in a form approved by the Councils and shall, subject to these conditions, be on the terms and conditions required by the Councils.
- 41 The bond(s) shall provide that the consent holder remains liable under the Resource Management Act 1991 for any breach of the conditions of consent which occurs before expiry of this consent and for any adverse effects on the environment which become apparent during or after the expiry of the consent.

- 42 Unless the bond(s) is a cash bond, the performance of all of the conditions of the bond(s) shall be guaranteed by a guarantor acceptable to the Councils. The guarantor shall bind itself to pay for the carrying out and completion of any condition in the event of any default of the consent holder, or any occurrence of any adverse environmental effect requiring remedy.
- 43 The amount of the bond shall be fixed prior to the exercise of this consent as provided for by condition 4 and thereafter at least annually by the Councils which shall take into account any calculations and other matters submitted by the consent holder, which are relevant to the determination of the amount. The amount of the bond shall be advised in writing to the consent holder at least one month prior to the review date.
- 44 The annual review of the rehabilitation bond shall be undertaken concurrently with the annual reviews of the bonds for the Waihi mines provided for under the licences and consents identified in Schedule A of this consent while these latter bond requirements remain in force.
- 45 The amount of the bond shall include:
- a) The estimated costs (including any contingencies necessary) of rehabilitation and closure in accordance with the conditions of this consent, on completion of the operations proposed for the next year;
  - b) Any further sum which the Councils consider necessary to allow for remedying any adverse effect on the environment that may arise from the exercise of this consent;
  - c) The estimated costs of monitoring, in accordance with the monitoring conditions of this consent, until the consent expires; and
  - d) Any further sum which the Councils consider necessary for monitoring any adverse effect on the environment that may arise from the exercise of this consent including monitoring anything which is done to avoid, remedy, or mitigate an adverse effect.
- 46 Should the consent holder not agree with the amount of the bond(s) fixed by the Councils then the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be commenced by written notice by the consent holder to each of the Councils advising that the amount of the bond(s) is disputed, such notice to be given by the consent holder within two weeks of notification of the amount of the rehabilitation bond(s). If the parties cannot agree upon an arbitrator within a week of receiving the notice from the consent holder, then an arbitrator shall be appointed by the President of the Institute of Professional Engineers of New Zealand. Such arbitrator shall give an award in writing within 30 days after his or her appointment, unless the consent holder and the Councils agree that time shall be extended. The parties shall bear their own costs in connection with the arbitration. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration, and subject to condition 48, the existing bond(s) shall continue in force. That sum shall be adjusted in accordance with the arbitration determination.
- 47 If, for any reason other than default of the Councils, the decision of the arbitrator is not made available by the 30th day referred to above, the amount of the bond(s) shall be the sum fixed by the Councils, until such time as the arbitrator does make his/her decision. At that stage the new amount shall apply. The consent holder shall not exercise this consent if the variation of the existing bond(s) or new bond(s) is not provided in accordance with this condition.
- 48 The bond(s) may be varied, cancelled, or renewed at any time by agreement between the consent holder and the Councils provided that cancellation will not be agreed to unless a further or new bond acceptable to the Councils is available to replace immediately that which is to be cancelled (subject however to condition 49 below as to release of the bond(s) on the completion of the rehabilitation).
- 49 The Councils shall release the bond(s) on the completion of the rehabilitation. This means when the rehabilitation has been completed in accordance with the approved Rehabilitation Plan and demonstrated to be successful, to the satisfaction of the Councils.

- 50 All costs relating to the bond(s) shall be paid by the consent holder.
- 51 This consent shall not be exercised unless and until the consent holder provides the bond(s) to the Councils or provides such securities as may be acceptable to the Councils until the bond is received.
- 52 Conditions 39 to 51 form an integrated whole and are not severable.

**Advice notes:**

1. This condition is complementary to Waikato Regional Council consents.
2. The bond(s) covers only those elements of the MDDP not already subject to the rehabilitation bonds imposed by the land use and other resource consents granted for the Martha Extended Project and Favona, Trio Correnso and Slevin Underground Mines.

**Administrative Charges**

- 53 The consent holder shall pay to the Council all actual and reasonable charges arising from the monitoring of consent conditions and any other administrative charges fixed in accordance with Section 36 of the Resource Management Act 1991, or any charge prescribed in accordance with regulations made under Section 360 of the Resource Management Act 1991.

**Review of Conditions**

- 54 Pursuant to Section 128(1)(a)(i) and (iii) of the Resource Management Act 1991, the Council may, 12 months from the commencement of this consent and annually thereafter, or on receipt of any of the reports required by this consent, review any or all of the conditions of this consent for any of the following purposes:
- e) To review the effectiveness of the conditions of this consent in avoiding, remedying or mitigating any adverse effect on the environment that may arise from the exercise of the consent (in particular the potential adverse environmental effects in relation to vibration, noise, surface stability and social impacts) and if necessary to avoid, remedy or mitigate such effects by way of further or amended conditions. In deciding to undertake a review, and where further or amended conditions are deemed necessary, the Council shall have regard to all of the information contained in the reports required under other conditions of this consent including data obtained from fixed and roving vibration monitors.
  - f) To address any adverse effects on the environment which have arisen as a result of the exercise of this consent that were not anticipated at the time of commencement of the consent.
  - g) To review the adequacy of, and necessity for, any of the monitoring programmes or management plans that are part of the conditions of this consent.
- 55 Such a review shall only be commenced after consultation between the consent holder and Council, and the consent holder shall pay the actual and reasonable costs of the review.
- 56 Notwithstanding Condition 55 above, where Council elects to review conditions 20 to 25 and 39 to 52 this consent, such a review shall be undertaken after consultation with the Waikato Regional Council.

**Advice notes:**

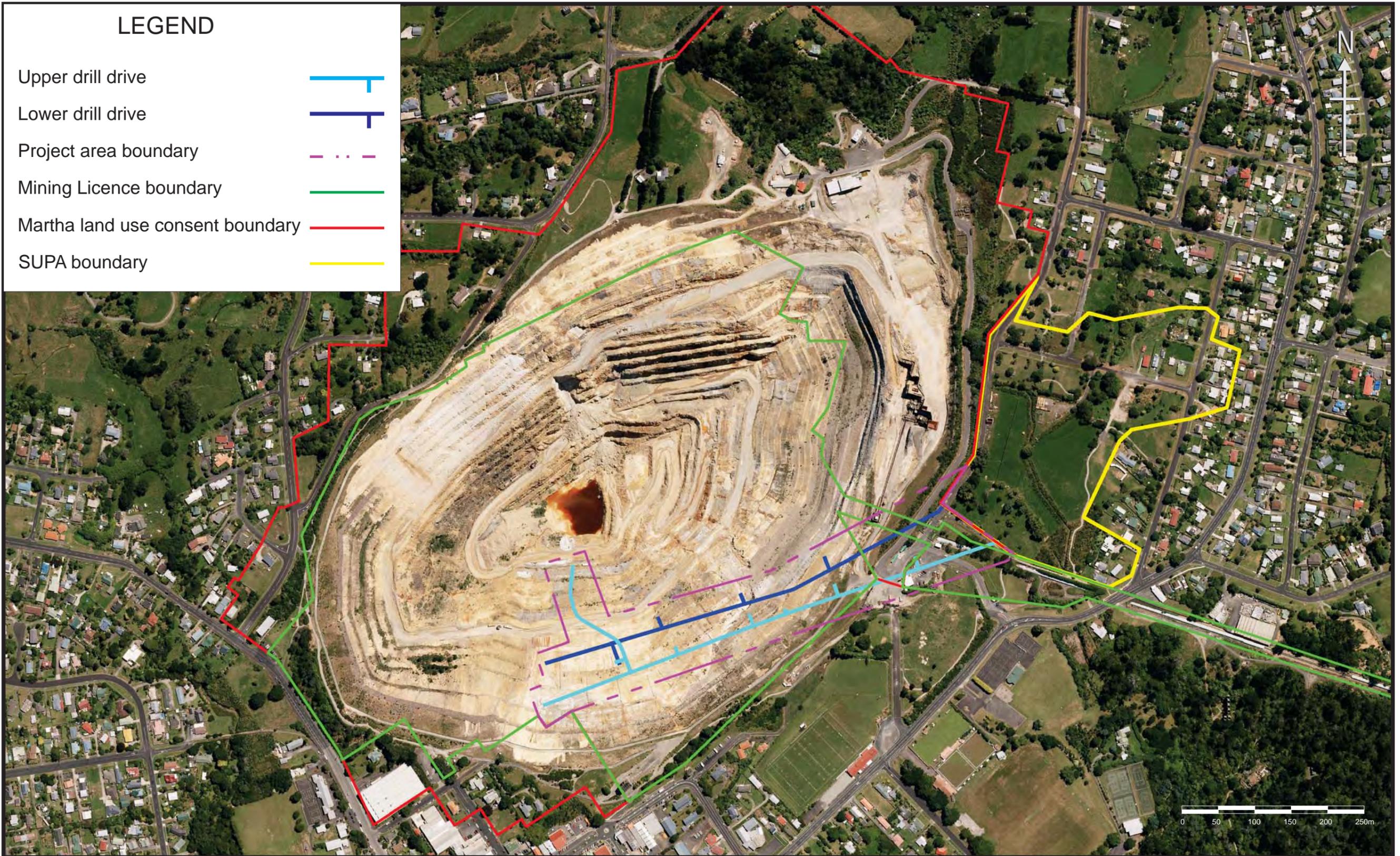
1. In the exercise of the power to certify management plans and monitoring programmes conferred by these conditions, the Council will act on the advice of technical experts with expertise relevant to the subject of the plan or programme in question.
2. If any activity associated with this consent is likely to damage, modify or destroy any pre-1900 archaeological site (whether recorded or unrecorded) an 'authority' (consent) from Heritage New Zealand (HNZ) must be obtained for the work prior to commencement. It is an offence to damage or destroy a site for any purpose without an authority. The consent holder is reminded of the need to comply with all conditions of authorities that may be granted by HNZ for this project under the Heritage New Zealand Pouhere Taonga Act 2014.



Figure 1: Location Plan

# LEGEND

- Upper drill drive 
- Lower drill drive 
- Project area boundary 
- Mining Licence boundary 
- Martha land use consent boundary 
- SUPA boundary 



## Location Plan

Figure 1

Date: 26 January 2017  
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Figure 2: Noise Control Boundaries

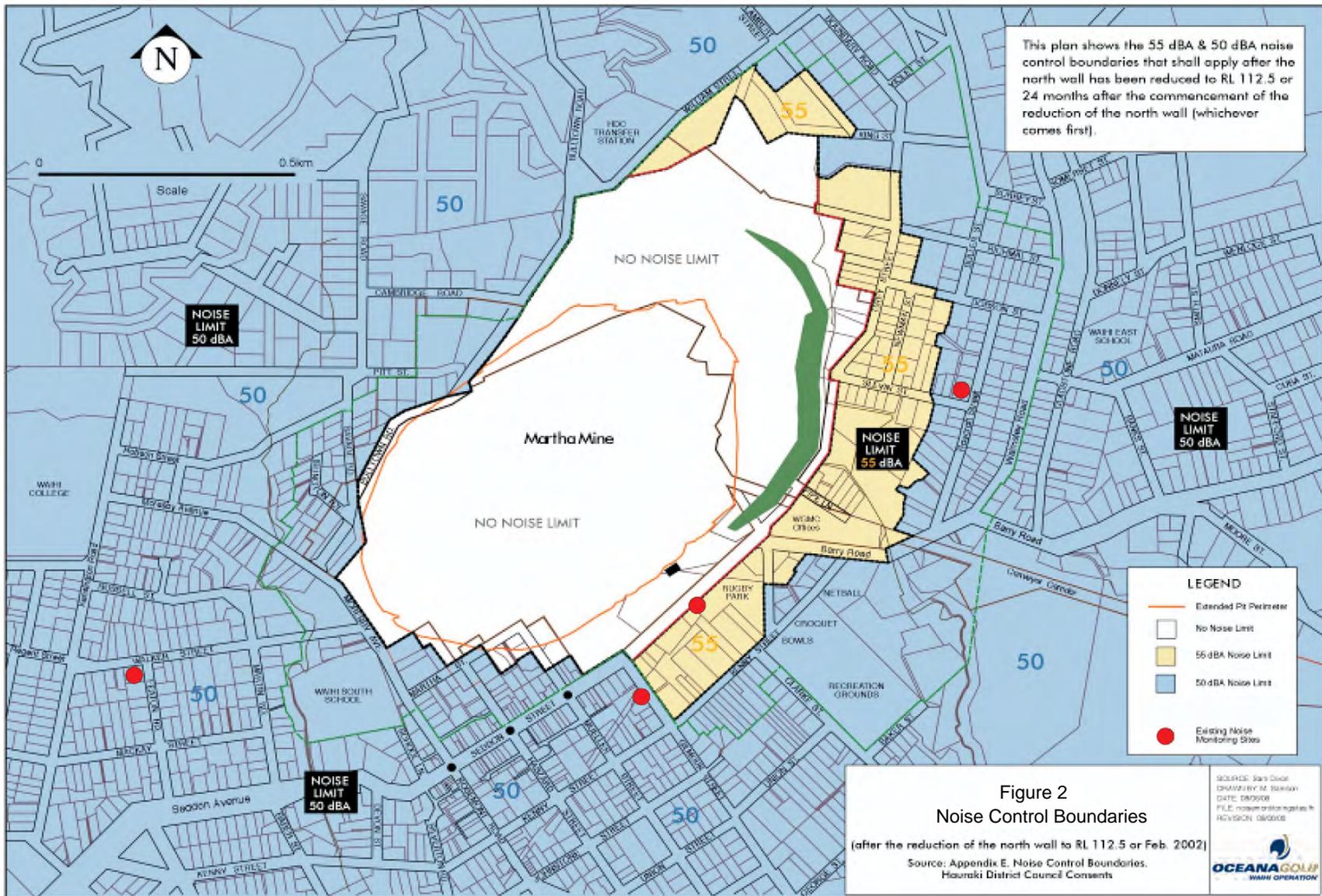


Figure 3: Fixed Vibration Monitoring Locations



### Fixed Vibration Monitor Locations

## **SCHEDULE A: ADDITIONAL LICENCES AND CONSENTS**

- Mining Licence ML 32 2388
- Variations to Mining Licence ML 32 2388
- Hauraki District Council Land Use Consent for the Martha Mine Extended Project (97/98–105)
- Hauraki District Council Land Use Consent for the Favona Decline Project 85.050.325.D
- Hauraki District Council Land Use Consent for the Favona Mine Project 85.050.326E
- Hauraki District Council Land Use Consent for the Trio Development Project [RC-15735]
- Hauraki District Council Land Use Consent for the Correnso Underground Mine Project (#LUSE-202.2012)
- Hauraki District Council Land Use Consent for the Slevin Underground Project Area (SUPA) [LUSE-202.2016.00000544.001]
- Waikato Regional Council consents for the Martha Mine Project.
- Waikato Regional Council consents for the Favona Decline Project 108554 & 108556
- Waikato Regional Council consents for the Favona Mine 109741, 109742, 109743, 109744, 109745 and 109746.
- Waikato Regional Council consents for the Trio Development Project (121416 – 121418, 121446, 121447)
- Waikato Regional Council consents for the Trio Mine Project (121694 – 121697)
- Waikato Regional Council consents for the Golden Link Project and Correnso Underground Mine (No 124859 – 124864)

**SCHEDULE B: PROPERTY SCHEDULE**

<b>Company Number (see Figure)</b>	<b>Owner</b>	<b>Occupier</b>	<b>Legal Description</b>	<b>Certificate of Title</b>	<b>Street Address</b>
	LINZ	Oceana Gold (New Zealand) Ltd	Pt Section 225 Block XV Ohinemuri Survey District		Moresby Ave
	LINZ	Oceana Gold (New Zealand) Ltd	Part Ohinemuri No 7 situated in Block XV Ohinemuri Survey District (adjacent to Martha Street)		Martha Street
	LINZ	Oceana Gold (New Zealand) Ltd	Part Ohinemuri No 8 situated in Blocks XV and XVI Ohinemuri Survey District (adjacent to Seddon Street)		Seddon Street
2	Oceana Gold (New Zealand) Ltd	Oceana Gold (New Zealand) Ltd	Sec 267 & 276 Blk XVI Ohinemuri SD	SA1C/1225	Grey Street
7	Oceana Gold (New Zealand) Limited	Oceana Gold (New Zealand) Limited	Lot 3 DPS 10679	SA6C/1262	Grey Street 72
8A	Oceana Gold (New Zealand) Limited	Oceana Gold (New Zealand) Limited	Sec 1065 Town of Waihi	SA28C/692	Grey Street 68
9	Oceana Gold (New Zealand) Limited	Oceana Gold (New Zealand) Limited	Secs 406D & 1066 Town of Waihi	SA22C/1231	Grey Street 70
18	Oceana Gold (New Zealand) Limited	Oceana Gold (New Zealand) Limited	Lot 2 DPS 10679	SA6C/1261	Grey Street 74
154	Oceana Gold (New Zealand) Limited	Oceana Gold (New Zealand) Limited	Section 1 SO 58620	SA50B/340	Junction Road

163	Oceana Gold (New Zealand) Limited	Oceana Gold (New Zealand) Limited	Section 1 SO 60659	SA66C/745	Grey Street (Pipe Lane North)
173	Oceana Gold (New Zealand) Limited	Oceana Gold (New Zealand) Limited	Lt 1 DPS 10679, Lot 2 DPS 20478, Lot 1-2 DPS 24571, Lot 1-2 DPS 38662, Lot 1-	SA71B/951	Pipe Lane 2
	HDC	Oceana Gold (New Zealand) Limited	To be provided by HDC		

