

Annexure A

Recommended Conditions

GENERAL CONDITIONS TO APPLY TO ALL CONSENTS THAT RELATE JOINTLY TO OTAGO REGIONAL CONSENT AUTHORITY & WAITAKI DISTRICT CONSENT AUTHORITY

Notes:

- “The Act” means the “Resource Management Act 1991”.
- For the Purposes of these consents, “Consent Authority” means either the Otago Regional Consent Authority or the Waitaki District Consent Authority, singly or jointly, as the case may require, in relation to their respective functions and powers.
- “Quarry or quarry sites” mean:
 - a) The limestone and siltstone quarry at Weston.
 - b) The tuff quarry at Weston.
 - c) The sand extraction site at Windsor.
 - d) The coal ~~mine~~ pit at Ngapara.

A1 Method of Operations

A1.1 ~~All activities authorised by these consents shall be undertaken generally in accordance with the information contained in the Applications and Assessment of Environmental Effects dated February 2007 and all supporting and subsequent technical documents and plans, as provided to the Consent Authorities, except where inconsistent with these conditions.~~

All activities authorised by these consents shall be undertaken generally in accordance with the information contained in the Applications and Assessment of Environmental Effects dated February 2007 and all supporting technical documents and plans, as provided to the Councils and as added to or amended by evidence given by witnesses for Holcim during the hearing of the resource consent applications, except where inconsistent with these conditions. In the event of differences or conflict between the measures described in the documents and evidence, and the conditions, the conditions shall prevail.

~~[The Commissioners may also wish to use this condition to attach new or amended plans presented with evidence at the hearing]~~

A2 Notification of exercise of consent

A2.1 The Consent Holder shall notify the Consent Authority in writing of its intention to commence construction of the cement plant or open up the ~~quarries~~ quarry sites at least two months before, but not more than six months before, the commencement of ~~these activities any activity authorised by these consents.~~

A2.2 Notwithstanding condition A2.1, the Consent Holder shall notify the Consent Authorities in writing as soon as practical of the date that activities first commenced under these consents.

A2.3 The Consent Holder shall notify the Consent Authority in writing of the intention to cease the manufacturing of cement or the extraction of any minerals authorised by this consent ~~at least 2 years prior to any such activity ceasing~~ at the time that this decision is made.

A3 Lapsing of Consents

A3.1 Pursuant to Section 125(1) of the Act all resource consents shall lapse on the expiry of ~~five~~ seven years after the date of the commencement of the consents unless the consents are given

effect to before the end of that period or upon application in terms of Section 125 (1) (b) of the Act, the Consent Authority grants a longer period of time.

A4 Review of Conditions

- A4.1 Pursuant to Section 128(1) of the Act, the Consent Authority may review any of the conditions of these consents [except for the air discharge permit for the plant] within three months of receiving an Annual Work and Rehabilitation Programme Plan by serving notice on the Consent Holder for the purposes of:
- a) Dealing with any adverse effect on the environment which may arise from the exercise of the consents which is appropriate to deal with at a later stage; or
 - b) Requiring the holder of any discharge permit to adopt the best practicable option to remove or reduce any adverse effect on the environment; or
 - c) Ensuring that the conditions are appropriate and effective in managing the effects of activities permitted by these consents.
 - d) Ensuring that rehabilitation is completed in a manner anticipated by the conditions of these consents;
 - e) Assessing the appropriateness of imposed compliance standards, monitoring parameters, monitoring regimes and monitoring frequencies and to alter these accordingly.

A5 Construction Management Plan

- A5.1 Prior to the exercise of these consents, the Consent Holder shall prepare and submit to the Consent Authorities a Construction Management Plan. The Construction Management Plan shall apply to all works up to and including the commissioning of the cement plant.
- A5.2 The objective for the Construction Management Plan shall be to set out the practices and procedures to be adopted to ensure compliance with consent conditions and otherwise to minimise the effects of construction activities.
- A5.3 To achieve the objective the Construction Management Plan shall provide, at a minimum, for the following detailed descriptions of the following:
- a) The construction programme;
 - b) The potential sources of noise and the methods to be used to meet conditions B2.1, C2.1, D2.1 and E3.1, and otherwise to avoid or minimise the emissions of noise and associated effects on the environment during construction, including the provision of earth bunding within the first three months of earthworks commencing;
 - c) The anticipated volumes and routes of construction related traffic, including over-weight and over-dimension vehicles, and the methods to be used to avoid or minimise the effects of construction traffic and associated effects on the environment during construction. This includes the necessary road and access management procedures to be put in place; ~~and;~~
 - d) The potential sources of water and associated discharges and the methods to minimise silt and other contaminants from being discharged into the environment, including the provision of retention and treatment systems prior to works commencing.
 - e) Methods related to the control of dust to meet the conditions of the Regional Air Permits, including water carts or fixed sprinklers, controls on speed limits, and regular maintenance of roads.
 - f) Methods to ensure amenity and screen planting is provided within the first planting season following completion of bunds, to meet condition B5.
- A5.4 Prior to finalising the Construction Management Plan, the Consent Holder shall provide an opportunity for the Community Liaison Group to provide input and feedback into preparation of the Plan;

- A5.5 Following the completion of the process outlined in Condition A5.54, the Consent Holder shall provide the Management Plans to the Consent Authorities.
- A5.7 A copy of the latest version of the Construction Management Plan shall be kept on all sites at all times and all key personnel shall be made aware of Plan's contents.
- A5.8 The Construction Management Plan shall be reviewed at least once every six months. Prior to any review the Consent Holder shall provide the opportunity to the Community Liaison Group to discuss the results of ~~all~~ any monitoring and discuss any issues arising during construction.
- A5.9 The review shall assess whether management practices are resulting in compliance with the conditions of these consents, and whether the objective of the Construction Management Plan is being met through the actions and methods undertaken. The review ~~shall~~ may result in amendments that are necessary to better achieve the objective of the Plan.
- A5.10 Following the completion of the process in Conditions A5.9 above, the Consent Holder shall provide the amended Construction Management Plan to the Consent Authorities, along with the Consent Holder's review reports on the Management Plan, and any associated expert reports, and a copy of discussion and issues raised by the Community Liaison Group.
- A5.11 Subject to any other conditions of these consents, all activities shall be undertaken in accordance with the latest version of the Construction Management Plan.
- A5.12 The Consent Holder shall inform the Consent Authorities when construction is completed and when this Plan no longer applies.

A6 Annual Work and Rehabilitation Plan

- A6.1 Prior to the exercise of these consents, the Consent Holder shall prepare and submit to the Consent Authorities an Annual Work and Rehabilitation ~~Management~~ Plan for each of the quarry sites. The purpose of the Plan is to document the work carried out over the past 12 months, to indicate the works planned for the coming 12 months, to provide details on progress towards final rehabilitation as required by the land use consents for the quarry sites, and to provide a basis for calculating bond quantum in accordance with the conditions in A14.
- A6.2 The Annual Work and Rehabilitation ~~Management~~ Plans shall include:
- a) A detailed description of the following activities completed in the last 12 months:
 - i) The rates and volume of material excavated from the quarries;
 - ii) The construction or partial construction of any engineered landforms, overburden stockpiles, roads/tracks or any other bulk earthworks and landform modification undertaken or the other stockpiles;
 - iii) The construction of any other buildings;
 - iv) Rehabilitation, including:
 - any recovery, storage, conservation or reuse of topsoil or subsoil;
 - recontouring or shaping of land or works; and,
 - revegetation work carried out on disturbed surfaces.
 - b) An explanation of any departure in the last 12 months of ~~the~~ any works carried out in condition a) above from that proposed in the previous Annual Work and Rehabilitation Plan.
 - c) 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.
 - d) A detailed description of the following activities proposed in the next 12 months:
 - i) The rates and volume of material excavated from the quarry;

- ii) The construction or partial construction of any engineered landforms, overburden stockpiles, roads/tracks or any other bulk earthworks and landform modification undertaken or the other stockpiles;
- iii) The construction of any other buildings;
- iv) Rehabilitation, including:
 - any recovery, storage, conservation or reuse of topsoil or subsoil;
 - recontouring or shaping of land or works; and,
 - revegetation work carried out on disturbed surfaces.
- e) Plans showing the actual footprints of all works and structures and any proposed changes at the end of the next 12 months.
- f) Plans showing the actual contours of all works and structures and any proposed changes in contours at 5 metre intervals at the end of the next 12 months.
- g) A detailed description of **any** seeding and ~~chemical~~ induced weathering treatments completed on the limestone/siltstone quarry faces.
- h) Any other information required by the conditions of consent.

A6.3 Following the submission of the first Annual Work and Rehabilitation Plan for each site in accordance with condition A6.1, the Consent Holder shall submit an Annual Work and Rehabilitation Plan no later than one month prior to each anniversary of that date. The Consent Holder shall submit an Annual Work and Rehabilitation Plan no later than one month prior to each anniversary of the date of commencement of the consents. The Consent Holder may, at any time, amend and resubmit an Annual Work and Rehabilitation Plan to the Consent Authority provided it complies with all other conditions of the consents.

A6.4 The Consent Holder shall provide the Consent Authorities with any further information, or report, which the Consent Authorities may reasonably request after considering any Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.

A7 Community Liaison Group

A7.1 The Consent Holder shall, at or before the time that they provide notice to the Consent Authority that they intend to commence construction activities under condition A2.1, prior to the exercise of these consents, undertake an open, public process to offer local residents and interested people the opportunity to be part of a Community Liaison Group.

A7.2 Any such Community Liaison Group shall maintain a balanced representation and shall as a minimum consist of:

- a) ~~At least~~ one representative of each of the communities adjacent to the four application sites and ~~at least~~ one representative from Weston;
- b) ~~At least~~ one representative of the Consent Holder;
- ~~e) —~~ The community liaison group may also include any other key stakeholders considered appropriate by those members of the group appointed under conditions A7.2a and b.

A7.3 At least one representative of the Consent Holder shall attend all meetings of the Community Liaison Group.

A7.4 At least one representative from Waitaki District Council and the Otago Regional Council (in a resource consent regulatory capacity) shall be invited to attend meetings.

A7.5 The Community Liaison Group shall, unless otherwise agreed by the Group, ~~offer the opportunity to~~ meet at least once every six months and carry out an inspection of the application sites at least once every year.

- A7.6 The Community Liaison Group shall be provided with any information to which the Consent Authorities are entitled by virtue of these consents, at the Consent Holder's expense.
- A7.7 The main purpose of the meetings of the Community Liaison Group is to:
- a) Enable the Consent Holder to explain the progress of the various activities;
 - b) Provide input and feedback into the preparation, implementation, review and adaption of the Construction Management Plan, Noise Management Plan, Transport Management Plan, Limestone Vegetation Restoration Plan, Lighting Management Plan, Closure and Final Rehabilitation Plans, and Environmental Management Plans required by Regional Council consents Management Plans;
 - c) Receive and discuss the results of monitoring and reporting as required by the conditions of these consents;
 - d) Discuss and make recommendations to the Consent Holder regarding any community ~~or cultural~~ concerns regarding the effects of the exercise of these consents, including any social monitoring considered necessary;
 - e) Receive reports on actions taken by the Consent Holder on any concerns raised;
 - f) Discuss and make recommendations to the Consent Holder regarding social impact effects related to the construction and operational workforces.
- A7.8 The Consent Holder shall provide the necessary support and meet the reasonable costs of the Community Liaison Group undertaking ~~its~~ ~~their~~ functions in accordance with the conditions of these consents.

A8 Complaints

- A8.1 The Consent Holder shall maintain a register of complaints and whenever a complaint is received, it shall:
- a) Record the details of the name and address of the complainant and the time of the complaint;
 - b) Record a description of the issue, including the date and time, and identify the cause of the complaint and any action taken in response to the complaint;
 - c) Upon request of the Consent Authorities, provide details of any complaints and action taken;
 - d) Where relevant, r~~R~~eport the details of the complaint and action taken to the next meeting of the Community Liaison Group.

A9 Non Compliance

- A9.1 If any breach of these consents occurs, the Consent Holder must notify the relevant Consent Authority within ~~48~~ 72 hours of the breach being discovered. Within 7 days of any breach, the Consent Holder must provide written notification to the Consent Authority with an explanation of the cause of the breach, the steps which were taken to remedy the breach and the steps which will be taken to prevent any further occurrence of the breach.

~~A10 Community Support~~

- A10.1 ~~[To be completed] Prior to the exercise of these consents, the consent holder shall establish a charitable trust, the purpose of which is to support initiatives which enhance social and community development in the areas surrounding the application sites.~~
- ~~The trust shall be established with an initial contribution from the consent holder of \$100,000.~~
- ~~From the time that cement manufacturing commences, the contribution to the trust shall be an annual sum and shall be calculated at a rate of 5 cents per tonne of cement produced.~~

~~inflation adjusted (linked to PPI). The annual sum shall be allocated on an annual basis at the end of each manufacturing year.~~

A10 Community benefits

- ~~A10.1 Prior to commencing construction of the cement plant or opening up any of the quarry sites, the consent holder shall establish a charitable trust to be registered under the Charities Act 2005 ("the Trust"). The Trust shall have the general charitable purposes of providing a public benefit to the general communities and areas surrounding the application sites, through providing and maintaining facilities and other support and improving conditions of life for members in general of those communities and areas. The Trust shall not result in private financial profit.~~
- ~~A10.2 The consent holder shall settle on the Trust an initial contribution of \$100,000 within 20 days of the Trust achieving registration under the Charities Act 2005.~~
- ~~A10.3 From the time that the consent holder commences commercial manufacturing of cement the consent holder shall make an Annual Contribution to the Trust. The Annual Contribution shall be calculated at a rate of 5 cents per tonne of cement produced, inflation adjusted based on percentage increase in the producers price index.~~

A11 Progressive Rehabilitation

- ~~A11.1 The consent holder shall undertake Progressive Revegetation and Rehabilitation of the quarry sites as operational activities allow, to achieve an outcome shall be generally in accordance with ~~these concepts set out in the Landscape Masterplans presented as Figures 15, 16 and 17 to Mr Rackham's evidence (see attached) Landscape Masterplans set out on pages 37, 38 and 39 of Appendix 8 of the AEE (Landscape and Visual Amenity Assessment prepared by Boffa Miskell Ltd, February 2007).~~ and in accordance with the following objectives:~~
- ~~a. minimising sediment generation and runoff,~~
 - ~~b. in the medium and long term returning the disturbed land to a state where it could be appropriate for pastoral use,~~
 - ~~c. reinstating natural drainage patterns as far as practicable, and avoiding the formation of unwanted ponding areas.~~
 - ~~d. vegetation is self-sustaining.~~
- A11.2 The permanent plantings shall generally follow the species listed in Appendix 04: *Provisional Plant Species List* contained in Appendix 8 of the AEE (Landscape and Visual Amenity Assessment prepared by Boffa Miskell Ltd, February 2007), and as attached, other than those areas to be re-established in pasture grass in accordance with the Landscape Masterplan referred to in condition A110.1.
- A11.3 The Consent Holder shall stockpile topsoil and/or subsoil from any disturbed ground, unless the soil is required to be left in place to protect water and soil values. All salvaged soil, where possible, shall be used for rehabilitation purposes. Prior to any topsoil or subsoil stripping, a report from a suitably qualified expert will be forwarded to the Consent Authority, outlining in detail the methods to recover and store the soil in order to demonstrate that the soils will not degenerate over time during storage. The Consent Holder shall implement the methods recommended in the experts' reports.
- A11.4 All land disturbed by mining or any other work, other than active quarry or pit areas, shall be progressively rehabilitated and revegetated in accordance with the above conditions, although any features to be constructed for a temporary period or any land proposed to be re-disturbed at a later date may be planted in appropriate grasses or other fast establishing species.
- A11.5 The Consent Holder shall use its best endeavours to seed and ~~chemically~~ treat all limestone/siltstone quarry faces once work on those faces has been completed.

A12 Closure and Final Rehabilitation

~~A12.1 The Consent Holder shall prepare and provide the Consent Authorities with a Closure Management Plan for the cement plant site and the quarry sites.~~

~~A12.2 The Closure Management Plan shall be forwarded to the Consent Authorities with the first Annual Work and Rehabilitation Plan.~~

~~A12.3 This plan shall be reviewed annually and any changes to the Closure Management Plan shall be forwarded to the Consent Authorities at the same time as the Annual Work and Rehabilitation Plan.~~

~~A12.4 The objective of the Closure Management Plan is to ensure that the decommissioning of the cement plant and quarries occurs in a manner that minimises any adverse effects on the environment.~~

~~A12.5 The Closure Management Plan shall include:~~

- ~~a) A description of how the sites would be tested for contaminants and the proposed methods to remedy a site if any are found;~~
- ~~b) A description of how any site would be cleared and prepared for pastoral farming or any other appropriate ongoing use;~~
- ~~c) A description of any rehabilitation of the land, including contouring and re-vegetation beyond that specified in a relevant Annual Work and Rehabilitation Plan;~~
- ~~d) Any proposed monitoring and how this would be put in place;~~
- ~~e) If called upon by a Consent Authority, the Consent Holder shall under section 108 (1) (c) of the Act enter into a covenant in favour of the Consent Authority restricting uses which may be made of the land. The covenant shall be in the form required by the Consent Authority and shall be registered against the title or titles to the land concerned. The covenant may be varied, cancelled or renewed at any time by agreement between the Consent Holder and the Consent Authority. All costs, including the costs of the Consent Authority, in relation to the preparation, execution and registration of the covenant, and any variation, renewal or cancellation, shall be paid by the Consent Holder.~~

~~A12.6 Upon closure, the Consent Holder must implement the Closure Management Plan.~~

A13 Final Rehabilitation

A13.1 The Consent Holder shall submit to the Consent Authorities a detailed Final Site Closure and Final Rehabilitation Plan at least two years prior to the completion of the mineral extraction activities mining at each of:

- a) The limestone and siltstone quarry at the Weston site;
- b) The tuff quarry at the Weston site;
- c) The sand quarry at the Windsor site;
- d) The coal mine pit at the Ngapara site.

~~A13.2 The Consent Holder shall submit to the Consent Authorities a detailed Final Site Rehabilitation Plan of the cement plant site at least two years prior to the closure of each of the sites A13.1(a)-(d) above.~~

A13.3 The Plans shall be prepared in consultation with the Community Liaison Group and submitted to the consent authorities.

A13.4 The Final Site Rehabilitation Plans shall include as a minimum as relevant:

- a) A description of how the sites would be tested for contaminants and the proposed methods to remedy a site if any are found;
- b) A description of any rehabilitation of the land, including contouring and re-vegetation beyond that specified in a relevant Annual Work and Rehabilitation Plan;

c) A description of how any site would be prepared for pastoral farming or any other appropriate ongoing use;

d) Any proposed monitoring or testing and how this would be put in place;

- a) The final design of all works and structures;
- b) A plan of the intended final contours, drawn at five metre contour intervals, of all permanent structures and works, including pits, engineered landforms and roads;
- c) A plan showing intended final footprints for all works and structures;
- d) Details of final ~~proposed~~ vegetation;
- e) Details of measures to protect public safety, such as appropriate fencing around pits to prevent access.
- f) Details of management, maintenance, monitoring and reporting proposed by the Consent Holder for the completion of rehabilitation.

A13.5 The Consent Holder shall ensure all vegetation cover, including pasture vegetation, is self-sustaining by Completion of Closure of the quarries. This shall be verified in a report prepared by a suitably qualified ecologist and an agricultural scientist, which is forwarded to the Consent Authorities at the same time as any final Closure and Final Rehabilitation Rehabilitation Site Plan. ~~Such a report shall include recommendations on the future management of the vegetation. The Consent Holder shall implement the methods recommended in the experts' reports.~~

A13.6 The Consent Holder shall locate, form and shape all final features so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. ~~This~~ Consent Holder shall demonstrate that a suitably qualified landscape architect is satisfied that this condition has been met.

A13.7 The Consent Holder shall remove all buildings, plant and equipment (whether attached to the land or not) associated with the exercise of this consent.

This condition does not apply to:

- a) Any permanent engineered landform, siltponds, stormwater retention structures and ponds, road or other work and any associated plant and equipment which under this or any other resource consent is permitted or required to remain after this consent expires; or
- b) Any monitoring structure required by this or any other resource consent to remain after the expiry of any consents.

A13.8 The Consent Holder must carry out rehabilitation of all sites in accordance with the final site rehabilitation plans.

A13.9 If any of the quarries or pits cease operation for a continuous period of 2 years, a Closure and Final Rehabilitation Plan shall be prepared and implemented within 12 months, as set out above.

A13.10 If the cement plant operation ceases for a continuous period of 2 years, a Closure and Final Rehabilitation Plan shall be prepared and implemented within 12 months. This plan shall include as a minimum those matters set out in conditions 13.3 - 13.8.

A14 Ngapara Pit and Weston Quarries Performance Bonds

A14.1 Within 6 months of the commencement of consents, and at all times thereafter, the Consent Holder shall provide and maintain in favour of the Consent Authorities (jointly for their respective interests) a bond or bonds to:

- Secure the compliance by the Consent Holder with the conditions of these consents; and
- Secure the completion of rehabilitation and closure in accordance with the Closure and Final Rehabilitation Plan.

- A14.2 The amount (quantum) of the bond may vary from time to time but at any given time shall be sufficient to cover the estimated cost at that time (including any contingency) of compliance with all conditions.
- A14.3 The Consent Holder shall not exercise or shall cease to exercise these consents until the bond or bonds referred to in Condition A14.1 is executed by the Consent Holder and guarantor and deposited with the Consent Authorities.
- A14.4 Notwithstanding Condition A14.6, the Consent Holder shall provide a bond or bonds for the quantum for a minimum term of three years, such term to be renewed for a minimum of a further three years (or such other term as the parties may agree) on each triennial anniversary of the date of commencement of these consents (the "date of renewal"). The term of the bond shall be renewed until "Completion of Closure of the Site" in accordance with Condition A14.14.
- A14.5 Unless the bond is a cash bond, the performance of the conditions of the bond shall be guaranteed by a guarantor acceptable to the Consent Authorities. 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.
- A14.6 If the Consent Holder is unable at any time to arrange a guarantor for the quantum as set out in Condition A14.4, the Consent Holder will provide a cash bond or bonds for the quantum within 60 days of the date of the renewal referred to in Condition A14.4.
- A14.7 The bond shall be in a form acceptable to the Consent Authorities, taking into account the ability of the Consent Holder to arrange a guarantor and the guarantor's acceptance of the term of the bond.
- A14.8 The bond shall provide that the Consent Holder remains liable under the Resource Management Act 1991 for any breach of these consents which occurs before expiry of these consents and which become apparent during or after the expiry of the relevant consent.
- A14.9 The Consent Holder shall provide the Councils with a report which recommends the amount of the initial bond within 90 days from the date of issue of this consent.
- A14.10 The amount of the bond shall be reviewed and fixed by the Consent Authorities, within 30 days of receipt of the report required by Condition A14.9, and within 30 days of each annual anniversary of the commencement of these consents. Notification of the amount of the bond under this condition shall be advised by written notice (the "review date") by the Consent Authorities to the Consent Holder. In reviewing and fixing the bond the Consent Authorities shall take into account any calculations and other matters submitted in the Annual Work and Rehabilitation Plan, and Closure and Final Rehabilitation Plan or otherwise, by the Consent Holder which are relevant to the determination of the bond amount. Any calculation or estimates of the costs of the bond or bonds required by Condition A14.1 shall be prepared by an independent advisor, with expertise in mining bond calculation, mutually acceptable to the Consent Holder and the Consent Authorities and shall be supplied to the Consent Authority at least by the annual anniversary of the commencement of these consents.
- A14.11 Should the Consent Holder not agree with the amount of the bond fixed by the Consent Authorities under Condition A14.10 then the matter shall be referred to in arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be commenced by written notice ("notice of arbitration") by the Consent Holder to the Consent Authorities advising that the amount of the bond is disputed, such notice to be given within 14 days of the review date under Condition A14.10. If the parties cannot agree upon an arbitrator within 7 days of the notice of arbitration, 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 to the parties within 30 days after his or her appointment (the "date of arbitration decision"; unless the parties agree that the date of arbitration decision shall be extended.
- A14.12 The Consent Holder shall bear full and reasonable costs of the parties in connection with this arbitration. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration, and subject to Condition A14.12 the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration decision.

A14.12 If the decision of the arbitrator is not made available by the date of arbitration decision referred to in Condition A14.11 then the amount of the bond shall be the sum fixed by the Consent Authorities under Condition 14.10, until such time as the arbitrator does give an award in writing to the parties. At that time, the amount of the bond shall be adjusted in accordance with the arbitration decision.

A14.13 The bond may be varied, cancelled, or renewed at any time by agreement between the Consent Holder and the Consent Authorities provided that cancellation will not be agreed to unless a further or new bond acceptable to the Consent Authorities is available to replace immediately that which is to be cancelled.

A14.14 The Consent Authorities shall release the bond on the Completion of Closure of the Site. "Completion of Closure of the Site" means rehabilitation of the Site to a state when, to the satisfaction of the Consent Authorities the following objectives are met:

- a. minimising sediment generation and runoff,
- b. in the medium and long term returning the disturbed land to a state where it could be appropriate for pastoral use,
- c. reinstating natural drainage patterns as far as practicable, and avoiding the formation of unwanted ponding areas.
- d. vegetation is self-sustaining.

A14.15 Section 109 of the Resource Management Act 1991 shall apply to any bond.

A14.16 Where a cash bond is paid the interest which is earned on the deposit shall accrue to the Otago Regional Council and when the deposit is repaid to the Consent Holder the Consent Holder shall be entitled to receive all interest (less resident withholding tax and any bank fees) together with the deposit sum unless the Otago Regional Council has had to use the deposit sum (or part of it) in remedying any non-compliance with this consent, in which case the Otago Regional Council will provide the Consent Holder with a full breakdown of interest earned and the costs of remedying the non-compliance.

~~A14—Bonds~~

~~A14.1 The Consent Holder must provide and maintain in favour of the Consent Authorities one or more performance bonds to secure the completion of rehabilitation and closure in accordance with the conditions of this consent. At the option of the Consent Authorities, the Consent Holder may be required to provide a separate performance bond to each Consent Authority. In these conditions "performance bond" includes one or more bonds.~~

~~A14.2 The performance bond must be in a form approved by the Consent Authorities and shall, subject to these conditions, be on the terms and conditions required by the Consent Authorities.~~

~~A14.3 The performance bond shall provide that the Consent Holder remains liable under the Act for any breach of the conditions of the consent that occurs before the expiry of the consent and for any adverse effect on the environment which becomes apparent during or after the expiry of the consent.~~

~~A14.4 The liability of the Consent Holder under the bond must be unlimited and must not be limited to the amount of the bond.~~

~~A14.5 The performance by the Consent Holder of all obligations of the bond shall be guaranteed by a guarantor acceptable to the Consent Authorities. The liability of the guarantor may be limited to the amount of the bond.~~

~~A14.6 The guarantor shall bind itself to pay for the carrying out and completion of any conditions in the consent on the default of the Consent Holder or on the occurrence of any adverse effect on the environment requiring remedy or mitigation.~~

~~A14.7 The minimum term of the performance bond shall be three years.~~

~~A14.8 The amount of the performance bond shall include:~~

- ~~a) The estimated costs of complete rehabilitation and site closure in accordance with the conditions of the consents and any relevant management plans, on completion of the mining operations proposed for the next year and described in the Annual Work and Rehabilitation Programme; and~~
- ~~b) Any further sum which is reasonably necessary to remedy any adverse effect on the environment that may arise from the exercise of the consents;~~
- ~~c) The estimated costs of monitoring rehabilitation and site closure measures;~~
- ~~d) The estimated costs of investigation and analysis of any adverse effect and the prevention, remediation or mitigation of an adverse effect (including testing for contamination and dealing with any site contamination);~~
- ~~e) Provision for contingencies;~~
- ~~f) Estimated administration and operating costs, including provision for the time of the staff of the consent Authorities and for the fees of consultants the Consent Authorities might reasonably expect to engage.~~

~~A14.9 The Consent Holder must, within 90 days of the grant of consent, provide the Consent Authorities with a report which having regard to all the matters in A14.8:~~

- ~~a) Identifies the matters to be bonded for;~~
- ~~b) Estimates the costs;~~
- ~~c) Recommends the initial amount of the bond.~~

~~A14.10 The Consent Authorities shall review the report and give notice, within 60 days of receipt of the report, of the amount of the bond.~~

~~A14.11 If the Consent Holder does not agree with the amount of the bond fixed by the Consent Authorities, then the Consent Holder may, within 14 days, give notice to the Consent Authorities that it wishes to have the matter referred to arbitration in accordance with the Arbitration Act 1996.~~

~~A14.12 Arbitration shall be commenced by the Consent Holder giving written notice to the Consent Authorities advising that the amount of the bond is in dispute and particularising the matters which are in dispute.~~

~~A14.13 If the Consent Holder and the Consent Authorities cannot agree on an arbitrator within 7 days of the notice of the arbitration, then the arbitrator shall be appointed by the President of the Institute of Professional Engineers of New Zealand.~~

~~A14.14 The arbitrator must give an award in writing to the parties within 30 days of appointment, unless the parties agree to extend the time for giving a decision.~~

~~A14.15 The Consent Holder must pay the costs of the Arbitrator and meet the full and reasonable costs of the Consent Authorities in connection with the arbitration.~~

~~A14.16 In each Annual Work and Rehabilitation Programme, the Consent Holder must provide its calculation for the amount of the performance bond for the next year. The Annual Work and Rehabilitation Programme must include the information in A14.8 and A14.9. Conditions 14.10 to 14.15 shall apply with any necessary modifications.~~

~~A14.17 Pending the outcome of the review, but subject to the next condition, the existing bond continues in force. The amount of the bond must be adjusted in accordance with the arbitration decision.~~

~~A14.18 If the arbitrator's decision is not made within 30 days of the arbitrator's appointment, then the amount of the bond shall be the sum fixed by the Consent Authorities until such time as the arbitrator gives an award in writing. At that time the amount of the bond must be adjusted to conform with the arbitrator's decision.~~

~~A14.19 Before the expiry or surrender of the consents, the Consent Holder must provide to the consent authorities a performance and monitoring bond ("final closure bond") which shall run for a period of 20 years from the date of expiry or surrender of consent.~~

~~A14.20 The amount of the final closure bond must include:~~

- ~~a) The estimated costs of implementing the closure management plan and the final site rehabilitation plans;~~
- ~~b) The estimated costs of monitoring the sites for a period of 20 years;~~
- ~~c) The estimated costs of dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of the consent. This sum may include, without limitation, provisions to deal with structural instability or failure, land or water contamination, or failure of rehabilitation;~~
- ~~d) The estimated costs of investigation and analysis of any adverse effect and the costs of preventing, remedying or mitigating any adverse effect.~~
- ~~e) Provision for contingencies;~~
- ~~f) Estimated administration and operating costs including provision for the time of the staff of the Consent Authorities and for the fees of consultants the consent authorities might reasonably expect to engage.~~

~~A14.21 12 months prior to expiry or surrender of the consents, the Consent Holder must provide to the consent authorities a report containing:~~

- ~~a) The matters to be bonded for;~~
- ~~b) The estimated costs having regard to all the matters in A14.21;~~
- ~~c) The recommended amount of the bond.~~

~~A14.22 Conditions A14.10 to A14.15 shall apply with any necessary modifications.~~

~~A14.23 If, as a result of the decision of the Consent Authorities or of the arbitrator, or of the conditions of consent, the amount of the bond is to be increased, the Consent Holder must lodge a new bond or a variation of the bond with the Consent Authorities within 20 working days. The existing bond shall continue in full force and effect until the new bond is lodged with the consent authorities.~~

~~A14.24 These consents shall not be exercised until the performance bond has been executed by the Consent Holder and guarantor and lodged with the Consent Authorities.~~

~~A14.25 The Consent Holder must cease exercising these consents if the bond lapses, expires or otherwise comes to an end and no replacement bond is in full force and effect and lodged with the consent authorities.~~

~~A14.26 Any bond may be varied, cancelled or renewed at any time by agreement between the Consent Holder and consent authorities, providing that cancellation shall not be agreed to unless a further or new bond acceptable to the consent authorities has been executed by the Consent Holder and guarantor and lodged with the consent authorities.~~

~~A14.27 Section 100(1) of the Resource Management Act 1991 applies to any bond.~~

~~A14.28 The consent authorities may accept in place of a bond a cash deposit for the amount of the bond. If a cash deposit is paid, then interest which is earned on the deposit shall accrue to the consent authorities. If the deposit is repaid to the Consent Holder, the Consent Holder shall be entitled to receive all accrued interest, less resident withholding tax and bank fees, unless the consent authorities have had to use the deposit or any part of it in dealing with any matter for which the bond has been provided. The consent authorities shall provide the Consent Holder with a full statement of account for the money received and expended.~~

~~A14.29 All costs of the Consent Holder and the consent authorities in providing, reviewing, varying or renewing any bond must be paid by the Consent Holder.~~

GENERAL CONDITIONS TO APPLY TO ALL CONSENTS THAT RELATE JOINTLY TO WAITAKI DISTRICT CONSENT AUTHORITY

A15 Management Plans – General

- A15.1 Prior to the exercise of these consents, the Consent Holder shall prepare and submit to the Consent Authority ~~yes~~ the following management plans for each of the sites to which these consents relate:
- a) A Transport Management Plan that covers all traffic associated with the project;
 - b) A Noise Management Plan for each site;
 - c) A Limestone Vegetation Restoration Plan for a defined area of the Whitstone Escarpment.
 - d) A Lighting Management Plan for each site.
- A15.2 ~~Each All consents of all~~ Management Plans shall be certified by a suitably qualified expert to confirm that activities undertaken in accordance with the Management Plan will achieve compliance with the relevant consent conditions in the relevant field of the Plan.
- A15.3 Subject to any other conditions of these consents, all activities shall be undertaken in accordance with the latest version of the Management Plans.
- A15.4 The Management Plans shall be reviewed at least once every 5 years by the Consent Holder and may be amended accordingly to take into account any changes required as a result of actions identified in the Annual Work and Rehabilitation Plans.
- A15.5 The review shall assess whether management practices are resulting in compliance with the conditions of these consents, and whether the objectives of the Management Plans are being met through the actions and methods undertaken. The review shall result in amendments that are necessary to better achieve the objectives of the Management Plans.
- A15.6 Prior to finalising the initial Management Plans, and then prior to the review of, and any amendments to, each Management Plan, the Consent Holder shall provide the opportunity to the Community Liaison Group to:
- a) provide input and feedback into the initial preparation, review and adaption of the Management Plans;
 - b) receive and discuss the results of all monitoring and reports as required by the conditions of these consent.
- A15.7 Following the completion of the process outlined in Condition 15.5 above, the Consent Holder shall provide the amended Management Plans to the Consent Authority, along with the Consent Holder's ~~annual~~ review reports on the Management Plans, and any associated expert reports.
- A15.8 A copy of the latest version of the Management Plans shall be kept on site at all times and all key personnel shall be made aware of each Management Plans' contents.

A16 Transport Management Plan

- A16.1 The objective for the Transport Management Plan shall be to set out the practices and procedures to be adopted to ensure compliance with consent conditions and otherwise to minimise the effects of traffic generated by activities authorised by this Consent:
- A16.2 To achieve the objective, the Transport Management Plan shall include at a minimum, the following:
- a) Identification of the transport routes for heavy vehicles;
 - b) Methods employed to encourage heavy vehicles transport to use the transport preferred and specified routes;

- ~~b) Methods employed to avoid, where possible, transport movements through Oamaru at peak times;~~
- c) Methods to ensure vehicles and pedestrians can cross the railway line safely;
- d) Contingency planning arrangements for the transportation of cement in the event of a rail outage;
- e) Methods to prevent or minimise discharges onto roads from heavy vehicles traffic;
- f) Methods to avoid or minimise conflict between ~~Helcim trucks~~ heavy vehicles and use of the school bus services;
- g) ~~Methods to minimise transport movements past the Weston School at times when children are entering or leaving school~~ Methods to minimise transport movements past the Weston School in the period immediately prior to the start of the school day and in the period immediately following the end of the school day;
- h) A summary of driver training and education procedures to be adopted by the consent holder ~~Methods to train truck drivers on traffic and pedestrian safety matters.~~
- i) Routes for transporting oversized or overweight loads by road.
- ~~j) Maximising the use of rail to move materials, machinery and equipment to the cement plant site, both during and after construction.~~
- ~~k) Maximising the use of rail to transport cement from the cement plant site and correspondingly minimising the movement of trucks carrying cement to and from the cement plant site.~~
- l) Methods to avoid minimise staff related traffic using the roads at peak periods, including the use of staff buses and the staggering of shifts from peak periods.
- ~~m) A study from a suitably qualified expert on the possible risk to the World War I memorial oaks trees from trucks authorised by these consents, with recommendations to Council on which trees require any treatment, including relocation. The trees shall be resurveyed for risks every ten years.~~
- n) Methods to minimise the noise of heavy vehicles in Weston.

A17 Noise Management Plan

A17.1 The objective for the Noise Management Plan shall be to set out the practices and procedures to be adopted to ensure compliance with consent conditions and otherwise to minimise the effects of noise generated by activities authorised by this Consent:

A17.2 To achieve the objective, the Noise Management Plan shall include at a minimum, the following:

- a) A description of the activities authorised by the consents which generate noise;
- b) A description of any noise monitoring and reporting requirements set out in the resource consent conditions;
- c) A description of noise management measures and the methods used to minimise noise at and from a site;
- d) A description of detailed vehicle or plant specifications and vehicle maintenance requirements to avoid excessive noise production (e.g. silencers, mufflers) and details of speed restrictions placed on parts of the site to minimise noise;
- e) A description of any shield, enclosures or barriers to minimise noise.
- f) A description of noise management measures and the methods used to minimise noise from loading and operation of the train at the plant site;

A18 Limestone Vegetation Restoration Plan

A18.1 The objective for the Limestone Vegetation Restoration Plan shall be to restore an area of indigenous vegetation associated with the limestone escarpment, as identified on Figure 1 attached, and in accordance with the evidence presented by Ms Robertson ~~[Plan to be presented at hearing]~~.

A18.2 To achieve the objective, Limestone Vegetation Restoration Plan ~~the~~ shall include:

- a) Methods to prevent stock access;
- b) Methods to manage weed and pest species;
- c) Methods to reintroduce key species associated with limestone outcrops considered necessary for the restoration to succeed;
- d) Methods to ensure the long term restoration and protection of the area.

~~A18.3 If called upon by the Council, the Consent Holder shall under section 108 (1) (c) of the Act enter into a covenant in favour of the Consent Authority protecting the indigenous vegetation shown on [Plan to be presented]. The covenant shall be in the form required by the Consent Authority and shall be registered against the title or titles to the land concerned. The covenant may be varied, cancelled or renewed at any time by agreement between the Consent Holder and the Consent Authority. All costs, including the costs of the Consent Authority, in relation to the preparation, execution and registration of the covenant, and any variation, renewal or cancellation, shall be paid by the Consent Holder.~~

A19 Lighting Management Plan

A19.1 The objective for the Lighting Management Plan shall be to set out the practices and procedures to be adopted to ensure compliance with consent conditions, and otherwise to minimise the effects of spill lighting and glare:

A19.2 To achieve the objective, the Lighting Management Plan shall include at a minimum, the following:

- a) A description of the activities and structures authorised by the consents which will contain lighting sources that are externally visible;
- b) A description of lighting management measures and the methods used to minimise spill light and glare;
- c) A description of the luminaire selection for various areas and activities;
- d) A description of the methods used to direct and shield exterior lighting and a description of how building design and the use of bunds and plantings have been integrated into spill lighting and glare mitigation.

A20 Rail Outages

A20.1 Trains shall not enter or leave the cement plant site before 7.00am or after 10.00pm (Monday to Saturday) except when there has been a disruption to the regular scheduling of the trains due to:

- a) an accident, ~~or~~ derailment or closure of ~~on~~ the line;
- b) a natural event causing loss of rail line capacity, such as a flood, heat stress, earthquake, severe rain or snow storm, or severe icing;
- c) prolonged industrial action;
- d) closure of the Port of Timaru.

[Note: Should closure of the rail line occur, contingency planning and transport of cement would be covered by the Transport Management Plan.]

A20.2 Should a rail outage occur (for the reasons set out in condition A20.1), for a period anticipated to exceed 3 days, all cement transport may be undertaken by trucks in accordance with the contingency planning arrangements set out in the Transport Management Plan (condition A16).

A21 Hazardous Substances

- A21.1 All storage and use of hazardous substances shall be in accordance with the provisions of the Hazardous Substances and New Organisms Act 1996 (HSNO), including compliance with any required emergency management plan, site test location certificate, and stationary container test certificate.
- A21.2 The storage of hazardous substances will include provision of secondary containment (bundling) to capture any hazardous substance leakage or spillage. The outdoor bunds shall be designed to also capture all stormwater water runoff.
- A21.3 The secondary containment area shall be designed to contain the maximum volume of hazardous substances that can be stored at any one time on the site, plus a further 30% of this design capacity for any outdoor secondary containment.
- A21.4 The Consent Holder shall also install an approved oil/water separation system for the waste oil storage tanks with design details forwarded to the Consent Authority.
- A21.5 The off loading connections and supply pipe work associated with the transportation of both waste oil and aqueous ammonia shall be designed to eliminate any land or ground contamination arising from these procedures. Design details shall be forwarded to the Consent Authority.
- A21.6 The waste oil storage tanks at the cement plant shall be provided with ~~a foam injection system to~~ an appropriate system to provide protection to the tank and associated supply equipment in the event of fire, to the satisfaction of the Fire Service.

A22 Heritage and Archaeology

- A22.1 Prior to earthworks commencing, an archaeologist shall be appointed and be available should any archaeological material or sites be discovered.
- A22.2 Prior to any earthworks, a full archaeological survey at all sites and assessment shall be commissioned by the Consent Holder and a report shall be forwarded to the Consent Authority and the New Zealand Historic Places Trust.
- A22.3 The archaeologist appointed under condition A22.1 shall be on site in the following circumstances:
- i. To monitor any stripping of topsoil at all sites in those areas where the full archaeological survey and assessment completed under Condition A22.2 reveals high potential for archaeological discovery;
 - ii. To monitor any stripping of topsoil in the area surrounding the tunnel (to the limestone and siltstone quarry) so that a better understanding of soil deposition, plough zone depth, and possible archaeological site distribution is obtained;
 - iii. Prior to any earthworks at the northern end of the proposed plant site, to monitor trial trenches dug (using a digger with a cleaning bucket) so that a better understanding of soil deposition, plough zone depth, and possible archaeological site distribution is obtained.
- A22.4 Notwithstanding conditions A22.2 and 3, should any archaeological material or sites be discovered during the course of earthworks and stripping on the site, work in that area of the site shall stop immediately and the Accidental Discovery Protocol (see attached) shall be followed.
- A22.5 All contractors involved in earthmoving activities shall be subject to education on the identification of archaeological material prior to the commencement of earthmoving activities.

- A22.6 The Consent Holder shall also hold an Archaeological Authority from the New Zealand Historic Places Trust, prior to any work commencing on the site, and all works shall be in accordance with that Authority.
- A22.7 A thorough photographic record of any archaeological sites and features that are intended to be modified shall be undertaken and provided to the Consent Authority and the New Zealand Historic Places Trust.
- A22.8 During any works associated with the development of the plant site or associated roading works, the Memorial Oaks located adjacent to Weston-Ngapara Road shall be protected at all times.

A23 Rock Art

- A23.1 The Consent Holder shall not disturb any rock art identified in Appendix 13 of the AEE (Potential Impacts of the Holcim Cement Works Proposal on the Rock Art and Archaeological Values in the Te Ana Raki, Windsor and Ngapara Areas, Amanda Symon, February 2007).
- A23.2 Prior to the exercise of these consents, the Consent Holder shall prepare and submit to the Consent Authority a Rock Art Management Plan.
- A23.3 The objective for the Rock Art Management Plan shall be to maintain and enhance the rock art.
- A23.4 To achieve the objective the Rock Art Management Plan shall include:
- a) A monitoring programme for the three rock art sites located in Troublesome Gully. This programme shall include measurement of vibration, relative humidity, wind speed, temperature and particulate levels in the vicinity of the sites, both prior to and during construction, and during the ongoing operation of the quarry and plant;
 - b) Preparation of methods to protect the rock art, reviewing issues such as stock control, vegetation, rain water runoff, and human visitation;
 - c) Preparation of methods to enhance the sites around any rock art, including appropriate plantings;
 - d) Details of covenants that could be prepared in order to protect the art work ~~in~~ ~~perpetuity~~.
- A23.5 This Rock Art Management Plan shall be developed in consultation with Te Runanga o Moeraki and the Ngai Tahu Maori Rock Art Trust and shall be undertaken and provided to the basis of ongoing communication and liaison between the three groups in relation to the management and conservation of rock art sites on the land owned by the Consent Holder.

ACCIDENTAL DISCOVERY PROTOCOL (refer to condition A22.4)

Purpose

The purpose of this protocol is:

- To manage and protect the integrity of “known” and “unknown” archaeological sites from undue damage and loss.
- To maximise the opportunity to retrieve physical and archaeological evidence from disturbed sites. In cases where sites clearly are unable to be retained intact, the orderly and systematic removal of archaeological evidence and information of the utmost importance.
- Where Kōiwi tangata (human skeletal remains) are unearthed through a range of causes, man made and natural, provide for the dignified and appropriate cultural management of such sites and remains.
- To obtain quality information on the lives, activities, foods, resource use, trails and camp sites of Ngāi Tahu ancestors from archaeological sites. Early detection and

assessment is dependent on early intervention to manage retrieval of such information.

- To retain quality historic information on the lives of people, their activities, resource use and structures.

Process

In the event of all discoveries the Consent Holder shall undertake the following steps:

1. Cease all works immediately.
2. Advise the site supervisor of the find.
3. The site supervisor shall contact an appointed archaeologist to advise on the significance of the find.
4. If the find is of potential significance to Ngāi Tahu, appropriate “contact” person(s) from Te Rūnanga o Moeraki must be advised.
5. The Historic Places Trust must be advised in all cases.

In cases of wāhi taonga and wāhi tapu

- The nominated representatives of Te Rūnanga O Moeraki will be consulted by the archaeologist and site supervisor to determine what further actions are appropriate to avoid, reduce, remedy or mitigate any damage.
- The Consent Holder shall consult with the Te Rūnanga O Moeraki on any matters of protocol that they may wish to undertake in relation to the find and prior to the commencement of any investigation.
- The Historic Places Trust shall advise what authorities are required under the Historic Places Act.

In cases of suspected kōiwi tangata

- The site supervisor shall take steps to immediately secure the area to ensure that the remains are not touched, and then notify the police and the nominated representative(s) of Te Rūnanga O Moeraki.
- The site supervisor must ensure that staff are available to meet and guide Police, Kaumatua and Historic Places staff to the site and to assist with any requests made. The area shall be marked off and if the remains are of Māori origin, Kaumatua will decide what will happen to the remains and advise the Police and other parties of their decision.
- Work may only recommence in the area with the approval of the Police, Kaumatua and the Historic Places Trust.

In all other cases

- The archaeologist and site supervisor to determine what further actions are appropriate to avoid, reduce, remedy or mitigate any damage.
- The Historic Places Trust shall advise what authorities are required under the Historic Places Act.

Responsibilities

Te Rūnanga O Moeraki

1. Prior to earth disturbance inform the Consent Holder of the position of any known sites.
2. To inform the Consent Holder in accordance with tikanga Māori, if there are any matters of protocol which tangata whenua wish to undertake in relation to the commencement of work or significant events.

3. To provide a list of contact persons and phone, fax and mobile numbers to the Consent Holder.
4. To adopt a policy of guaranteeing response to notification of a “site find” within a 24 hour timeframe;
 - a. this will consist of contacting appropriate people and organisations depending on the nature of the “find”;
 - b. arranging a time for inspecting the site;
 - c. co-ordination of the appropriate action to remove or otherwise any archaeological material from the site.

Consent Holder

1. To require all staff/contractors involved in drilling, earthmoving or mining operations to undertake a training session on the recognition of “in situ” archaeological sites.
2. To implement internal management protocols to ensure staff are aware of the requirement to monitor operations in a way that allows the identification of archaeological sites including wāhi tapu, wahi taonga, urupā or historic cultural sites.
3. To implement a reporting procedure in the event of a “find” of any archaeological material as described in the Process above.
4. To ensure that the Consent Holder will meet all statutory obligations under the Historic Places Act 1993 and comply with all conditions of resource consent as they relate to matters of archaeological significance.
5. To provide a copy of the work plan to Te Rūnanga O Moeraki and the Historic Places Trust.
6. To appoint an archaeologist(s) approved by Te Rūnanga O Moeraki to be available during excavations to act as an advisor on identification or protection of wāhi tapu, wāhi taonga, urupā or historic cultural sites. This person(s) to be on-site as required by conditions of resource consent or as required in the event of a discovery.

A24 Reserves/Financial Contribution

~~[To be completed.]~~

A24.1 A financial contribution of money shall be paid to Waitaki District Consent Authority for the provision of reserves and facilities, as provided for in Part 14 of the Waitaki District Plan.

The financial contribution shall be a total of \$700,000, including \$300,000 for the development of a new walkway between Weston and Oamaru.

The Consent Holder shall pay the amount of the contribution to the Waitaki District Consent Authority prior to the commencement of any works authorised by this consent.

A25 Road Upgrades

A25.1 Prior to the consent holder trucking raw materials and cement by heavy vehicle, the required improvements listed on page 14 of Mr D Gamble’s report dated July 2007 (and attached to these conditions) shall be undertaken in accordance with the following schedule **[description of works to be completed and attached]**.

A25.42 The consent holder shall pay to the Waitaki District Consent Authority a contribution of \$265,000 towards the upgrade of roading / intersections / pedestrian facilities in the area associated with the proposed activities as identified in condition A25.1. ~~The This contribution shall be \$265,000, inflation adjusted (reflecting the works listed in the schedule attached as per the TrafficPlan report), and shall be paid prior to the commencement of any works covered by this consent.~~

Note: This payment shall replace any roading payment due under the Council’s LTCCP.

A25.3 The consent holder shall provide an additional area of seal at the northwestern corner of the Main Street (west) / Airedale Road intersection, as described in Mr Carr's evidence paragraphs 9.16-9.17.

| | |
|-------------------------------|---|
| LRC07/08a Land Use Consent | To construct and operate a cement manufacturing plant and associated facilities |
|-------------------------------|---|

B1 Compliance with General Conditions

B1.1 The general conditions of consent set out in Part A shall apply to this consent.

B2 Construction Noise Limits

B2.1 During periods of construction the noise levels shall not exceed the recommended upper limits for levels of construction work noise as required by NZS 6803:1999 Acoustics – Construction Noise. The term construction noise includes all works up to and including the commissioning of the cement plant.

B3 Operational Noise Limits

B3.1 ~~Noise from the operational cement plant activities shall not exceed the limits set out below at the four noise control points shown on Figure 2 attached. Noise from activities shall not exceed the limits set out below within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder) existing as at 10 August 2007~~

55dBA L₁₀ 7am - 10pm Monday to Friday

55dBA L₁₀ 7am - 7pm Saturday

40dBA L₁₀ At all other times

75dBA L_{max} 10:00pm – 7:00am

B3.2 Noise levels shall be measured in accordance with the requirements of New Zealand Standard NZS 6801:1994~~9~~ Measurement of Sound and assessed in accordance with the requirements of NZS 6802:1991 Assessment of Environmental Sound.

B4 Noise Monitoring

B4.1 ~~Prior to commencement of construction of any part of the cement plant, an engineering report shall be provided to Council for peer review, by a suitably experienced person, that demonstrates that the detailed design for that part of the cement plant will comply with the noise limits specified in condition B3.1 above.~~

B4.2 Noise monitoring shall be conducted to verify that the activities within the cement plant site comply with the noise limits described in Condition B3.1 above. The noise monitoring shall be conducted in accordance with the requirements of NZS 6801:1994~~9~~ Measurement of Sound and include:

a) Within one month after the plant has been commissioned, noise verification measurements shall be undertaken by a person experienced in measuring noise ~~the four noise control points shown on Figure 2 attached within the notional boundary of any occupied rural dwellings identified as 5316 and 4600 on Figure 7 attached (other than those owned by the Consent Holder)~~. The results are to be provided to the Consent Authority within one week of undertaking the measurements.

b) 12 months after the plant has been commissioned, and at any other time requested by the Consent Authority, noise measurements shall be conducted by a person experienced in measuring noise at the same positions as set out in (a). The results are to be provided to the Consent Authority within one week of undertaking the measurements. ~~In the event of any non-compliance the Consent Holder shall advise the Consent Authority immediately of the steps they will implement to achieve compliance and the time they expect to take to resolve the matter. Additional~~

~~measurements shall be undertaken once the activity has been modified and the noise measured and reported as set out above.~~

B5 Cement Plant – Visual Mitigation

~~B5.1 The plantings and bunding on and around the cement plant site shall be generally in accordance with the Landscape Masterplan presented as Figure 14 to Mr Rackham's evidence (see attached), and the planting on areas identified as bunds shall be established within the first planting season following completion of the bunds. All other planting shall be established within the first planting season following completion of construction.~~

~~B5.2 All landscaping required for this consent shall be maintained. Any dead, diseased, or damaged landscaping is to be replaced as soon as practicable with plants of a similar species.~~

~~**[to be updated at the hearing]**~~

~~B5.3 Those cement plant All buildings shown and listed on the layout plan for plant site referred to Appendix 3a of the AEE, excluding those constructed of concrete or those constructed of non-paintable materials, for example Oamaru stone, shall be painted in appropriate earth tones to the satisfaction of a landscape architect appointed by the Consent Authority and shall not exceed a reflectivity of 37%.~~

~~B5.4 Those cement plant buildings shown and listed on the layout plan for plant site referred to Appendix 3a of the AEE, excluding those constructed of concrete, shall be painted in appropriate earth tones to the satisfaction of a landscape architect appointed by the Consent Authority. the following colours:~~

- ~~i. Limestone/tuff storage (number 4 on plan) [colour chart numbers]~~
- ~~ii. Coal storage (number 5 on plan) [colour chart numbers]~~

~~**[to be completed]**~~

B7 Lighting

~~B7.1 All fixed lighting shall be shielded and aimed in such a manner that the light source is not directly visible from outside of the site. All fixed lighting sources shall not be directly visible from any location beyond the site.~~

~~B7.2 All temporary lighting associated with maintenance activities, shall as far as practical be shielded and aimed in such a manner that the light source is not directly visible from outside of the site.~~

B7.3 Spill lighting shall not exceed 10 lux spill (horizontal or vertical) within 20 metres of any occupied rural dwelling (other than those owned by the Consent Holder), measured at a height of two metres above ground level.

B7.4 Where maintenance for the cement plant is required, the light spill limits set out in condition B7.2 may be relaxed up to a magnitude factor of three providing such relaxation factor does not exceed 30 days per year.

B7.5 The Consent Holder shall, at least two weeks in advance, inform in writing any owner of a neighbouring rural dwelling that is potentially affected by condition B7.3, that a planned maintenance period is forthcoming.

B8 Transport

B8.1 The Consent Holder ~~must use its best endeavours to:~~

- a) shall as far as practical ~~transport~~ construction materials, plant and equipment to the cement plant site by rail.
- b) shall ~~transport~~ by rail to the port of loading all bulk cement which is to be shipped.

B8.2 Except as provided for under condition A20.2, the maximum quantity of cement that may be dispatched by truck is 110,000 tonnes/year.

B8.3 Within 12 months of commissioning of the cement plant, the consent holder shall provide to the Consent Authority a report prepared by a suitably qualified traffic engineer, in consultation with Transit New Zealand, providing an evaluation of the safety and efficiency of the State Highway 1 / Whiterocks Road and State Highway 83 / Gibsons Road intersections.

B9 Vibration

B9.1 Prior to any earthworks being commenced for the establishment of the conveyor tunnel, the consent holder shall commission a suitably qualified engineer to provide a structural inspection report for the limestone building on the site to the north of the plant site.

B9.2 Routine monitoring during tunnelling shall be undertaken to confirm that the structural integrity of the building/s is not affected by that work.

B9.3 Should the structural integrity of the building be affected by the work, the consent holder shall immediately undertake all reasonably necessary actions to avoid further damage and rectify any damage which may have occurred.

B10 Rail Connection

B10.1 No activities authorised by this consent shall be commenced until a designation or other legal authority for rail connection between the plant site and the Main Trunk railway line is confirmed/granted.

B11 Review

B11.1 Pursuant to Section 128(1) of the Act, the Consent Authority may, within 3 months of receiving the report required by condition B8.3, review the conditions of this consent to require roading works to be undertaken in relation to those intersections which are necessary to address any adverse effects arising from the implementation of this consent.

| | |
|---|--|
| <p>LRC07/08b Land Use Consent</p> | <p>To undertake limestone/siltstone extraction, the extraction of tuff and ancillary activities, including the construction and use of access roads, and vegetation clearance.</p> <p>This consent shall expire 35 years after the date of commencement.</p> |
|---|--|

C1 Compliance with General Conditions

C1.1 The general conditions of consent set out in Part A shall apply to this consent.

C2 Construction Noise Limits

C2.1 During periods of construction the noise levels shall not exceed the recommended upper limits for levels of construction work noise as required by NZS 6803:1999 Acoustics – Construction Noise. The term construction noise shall include all works associated with the construction of any site access, offices, workshops, staff facilities and noise bunds but excludes noise from mining operations, elevated landform and stockpile construction and dumping and all rehabilitation ~~including the decommissioning and removal of any buildings.~~

C3 Operational Noise Limits

C3.1 ~~Noise from activities shall not exceed the limits set out below within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder) which existed at 10 August 2007. Noise from activities shall not exceed the limits set out below within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder):~~

55dBA L₁₀ 7am - 10pm Monday to Friday

55dBA L₁₀ 7am - 7pm Saturday

40dBA L₁₀ At all other times

75dBA L_{max} 10:00pm – 7:00am

C3.2 Noise levels shall be measured in accordance with the requirements of New Zealand Standard NZS 6801:1994¹⁹ Measurement of Sound and assessed in accordance with the requirements of NZS 6802:1991 Assessment of Environmental Sound.

C4 Noise Monitoring

C4.1 Noise monitoring shall be conducted to verify that the activities within the quarry site comply with the noise limits described in Condition C3.1 above. The noise monitoring shall be conducted in accordance with the requirements of NZS 6801:1994¹⁹ Measurement of Sound and include:

- a) Within one month of the mining operation commencing, noise verification measurements shall be undertaken (subject to the agreement of the landowner) by a person experienced in measuring noise within the notional boundary of ~~any those occupied~~ occupied rural dwellings identified as 5844, 5847, 5868, and 5888 on Figure 3 attached (other than those owned by the Consent Holder). The results are to be provided to the Consent Authority within one week of undertaking the measurements.
- b) Every 12 months after the mining operation has commenced, and at any other time requested by the Consent Authority, noise measurements shall be conducted by a person experienced in measuring noise at the same positions as set out in (a). The results are to be provided to the Consent Authority within one week of undertaking

the measurements. ~~In the event of any non-compliance the Consent Holder shall advise the Consent Authority immediately of the steps they will implement to achieve compliance and the time they expect to take to resolve the matter. Additional measurements shall be undertaken once the activity has been modified and the noise measured and reported as set out above.~~

C5 Quarry Design

- C5.1 The Consent Holder shall ensure that limestone/siltstone quarry does not encroach onto the Whitstone Escarpment beyond the footprint shown on the aerial photograph shown on Figure 4 attached in Appendix 4.
- C5.2 The walls of the limestone quarry shall be designed by an appropriately qualified engineer to withstand a 1 in 150 year seismic event with a dynamic factor of safety at not less than 1.1.
- C5.3 During operations to open the limestone and tuff quarries ~~within the two year construction timeframe~~, bunding shall be constructed to the north of the proposed access road to the workshop within three months of quarry opening activities commencing. ~~and planted with screen plantings. Plantings shall also be made to the screen the west end of the tuff pit parallel with Coal Pit Road.~~

~~————— [plan to be presented at the hearing].~~

C6 Lighting

- C6.1 All fixed lighting shall be shielded and aimed in such a manner that the light source is not directly visible from outside of the site ~~All fixed lighting sources shall not be directly visible from any location beyond the site.~~
- C6.2 Spill lighting shall not exceed 10 lux spill (horizontal or vertical) within 20 metres of any occupied rural dwelling (other than those owned by the Consent Holder), measured at a height of two metres above ground level.

C7 Landscaping and Planting

- C7.1 The amenity and screen planting associated with the bunding to the north of the access road and to the west of the tuff pit (parallel with Coal Pit Road) shall be generally in accordance with the Landscape Masterplan presented as Figure 15 to Mr Rackham's evidence (see attached), and shall be established within the first planting season following completion of the bunds.
- C7.2 Wetland planting shall be carried out in accordance with Landscape Masterplan presented as Figure 15 to Mr Rackham's evidence (see attached), and shall be established prior to discharge consent being exercised.
- C7.3 All landscaping required for this consent shall be maintained. Any dead, diseased, or damaged landscaping is to be replaced as soon as practicable with plants of a similar species.

C8 Hours of Operation

- C8.1 Quarry extraction activity shall only occur within the following hours:

7am - 10pm Monday to Friday (excluding public holidays)

7am - 7pm Saturday

Note: this condition shall not apply to ancillary activities occurring outside these hours such as dewatering pumps, maintenance, crusher operation and material conveyance, where these, or other, ancillary activities meet the night time noise standards set out in condition C3.1.

| | |
|---|--|
| <p>LRC07/08c Land Use Consent</p> | <p>To extract sand and undertake all associated operations, including earthworks and vegetation removal.</p> <p>This consent shall expire 35 years after the date of commencement.</p> |
|---|--|

D1 Compliance with General Conditions

D1.1 The general conditions of consent set out in Part A shall apply to this consent.

D2 Construction Noise Limits

D2.1 During periods of construction the noise levels shall not exceed the recommended upper limits for levels of construction work noise as required by NZS 6803:1999 Acoustics – Construction Noise. The term construction noise shall include all works associated with the construction of any site access, buildings, and noise bunds but excludes noise from mining operations, elevated landform and stockpile construction and dumping and all rehabilitation ~~including the decommissioning and removal of any buildings.~~

D3 Operational Noise Limits

D3.1 ~~Noise from activities shall not exceed the limits set out below, within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder) which existed at 10 August 2007. Noise from activities shall not exceed the limits set out below within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder):~~

55dBA L₁₀ 7am - 10pm Monday to Friday

55dBA L₁₀ 7am - 7pm Saturday

40dBA L₁₀ At all other times

75dBA L_{max} 10:00pm – 7:00am

D3.2 Noise levels shall be measured in accordance with the requirements of New Zealand Standard NZS 6801:1994¹⁹ Measurement of Sound and assessed in accordance with the requirements of NZS 6802:1991 Assessment of Environmental Sound.

D4 Noise Monitoring

D4.1 Noise monitoring shall be conducted to verify that the activities within the quarry site comply with the noise limits described in Condition D3.1 above. The noise monitoring shall be conducted in accordance with the requirements of NZS 6801:1994¹⁹ Measurement of Sound and include:

- a) Within one month of the mining operation commencing, noise verification measurements shall be undertaken (subject to the agreement of the landowner) by a person experienced in measuring noise within the notional boundary of any the occupied rural dwellings identified as 5365 and 5371 on Figure 5 attached other than those owned by the Consent Holder. The results are to be provided to the Consent Authority within one week of undertaking the measurements.
- b) Every 12 months after the mining operation has commenced, and at any other time requested by the Consent Authority, noise measurements shall be conducted by a person experienced in measuring noise at the same positions as set out in (a). The results are to be provided to the Consent Authority within one week of undertaking the measurements. ~~In the event of any non-compliance the Consent Holder shall~~

~~advise the Consent Authority immediately of the steps they will implement to achieve compliance and the time they expect to take to resolve the matter. Additional measurements shall be undertaken once the activity has been modified and the noise measured and reported as set out above.~~

D5 Lighting

- D5.1 ~~All fixed lighting shall be shielded and aimed in such a manner that the light source is not directly visible from outside of the site. All fixed lighting sources shall not be directly visible from any location beyond the site.~~
- D5.2 Spill lighting shall not exceed 10 lux spill (horizontal or vertical) within 20 metres of any occupied rural dwelling (other than those owned by the Consent Holder), measured at a height of two metres above ground level.

D6 Hours of Operation

- ~~D6.1 Quarry extraction activity and the conveyance of quarried materials by truck / loader. Including to the cement plant site, shall only occur within the following hours:~~

~~7am - 10pm Monday to Friday (excluding public holidays)~~

~~7am - 7pm Saturday~~

~~Note: this condition shall not apply to ancillary activities occurring outside these hours such as dewatering pumps or maintenance, where these, or other, ancillary activities meet the night time noise standards set out in condition D3.1.~~

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|-------------------------|--|
| LRC07/08d | To extract coal and undertake all associated operations, including earthworks and vegetation removal. |
| Land Use Consent | This consent shall expire 35 years after the date of commencement. |

E1 Compliance with General Conditions

E1.1 The general conditions of consent set out in Part A shall apply to this consent.

E2 Operational Noise Limits

~~E2~~E2.1 Noise from activities shall not exceed the limits set out below:

- a) Within the notional boundary of any occupied rural dwelling (other than those owned by the Consent Holder) which existed at 10 August 2007:

55dBA L₁₀ 7am - 10pm Monday to Friday

55dBA L₁₀ 7am - 7pm Saturday

40dBA L₁₀ At all other times

75dBA L_{max} 10:00pm – 7:00am

- b) Within any Township Zoned site the following noise limits shall not be exceeded:

55dBA L₁₀ 7am - 10pm Monday to Friday

55dBA L₁₀ 8am - 7pm Saturday

40dBA L₁₀ At all other times and any public holiday

75dBA L_{max} At all other times

- c) Within the boundary of the Business 3 Zoned site 60dBA L₁₀ at all times

E2.2 Noise levels shall be measured in accordance with the requirements of New Zealand Standard NZS 6801:1994~~9~~ Measurement of Sound and assessed in accordance with the requirements of NZS 6802:1991 Assessment of Environmental Sound.

E3 Construction Noise Limits

E3.1 During periods of construction the noise levels shall not exceed the recommended upper limits for levels of construction work noise as required by NZS 6803:1999 Acoustics – Construction Noise. The term construction noise shall include all works associated with the construction of any site access, buildings, and noise bunds but excludes noise from mining operations, elevated landform and stockpile construction and dumping and all rehabilitation including the decommissioning and removal of any buildings.

E4 Noise Monitoring

E4.1 Noise monitoring shall be conducted to verify that the activities within the quarry site comply with the noise limits described in Condition ~~E2~~E2.1 above. The noise monitoring shall be conducted in accordance with the requirements of NZS 6801:1994~~9~~ Measurement of Sound and include:

- a) Within one month of the mining operation commencing, noise verification measurements shall be undertaken (subject to the agreement of the landowner) by a person experienced in measuring noise within the notional boundary of any the occupied rural dwellings identified as 5647 and 5640 on Figure 6 attached (other than

~~those owned by the Consent Holder~~). The results are to be provided to the Consent Authority within one week of undertaking the measurements.

- b) Every 12 months after the mining operation has commenced, and at any other time requested by the Consent Authority, noise measurements shall be conducted by a person experienced in measuring noise at the same positions as set out in (a). The results are to be provided to the Consent Authority within one week of undertaking the measurements. ~~In the event of any non-compliance the Consent Holder shall advise the Consent Authority immediately of the steps they will implement to achieve compliance and the time they expect to take to resolve the matter. Additional measurements shall be undertaken once the activity has been modified and the noise measured and reported as set out above.~~

E5 Lighting

- E5.1 ~~All fixed lighting shall be shielded and aimed in such a manner that the light source is not directly visible from outside of the site All fixed lighting sources shall not be directly visible from any location beyond the site.~~
- E5.2 Spill lighting shall not exceed 10 lux spill (horizontal or vertical) within 20 metres of any occupied rural dwelling (other than those owned by the Consent Holder), measured at a height of two metres above ground level.

E8 Wetland Planting

E8.1 Wetland planting shall be carried out in accordance with the Landscape Masterplan presented as Figure 17 to Mr Rackham's evidence (see attached), and shall be established prior to discharge consent being exercised.

E8.2 All planting required for this consent shall be maintained. Any dead, diseased, or damaged planting is to be replaced as soon as practicable with plants of a similar species.

E9 Hours of Operation

E9.1 Quarry extraction activity and the conveyance of quarried materials by truck / loader, including to the cement plant site, shall only occur within the following hours:

7am - 10pm Monday to Friday (excluding public holidays)

7am - 7pm Saturday

Note: this condition shall not apply to ancillary activities occurring outside these hours such as dewatering pumps or maintenance, where these, or other, ancillary activities meet the night time noise standards set out in condition E2.1.