**Bathurst Coal Limited**

**Proposed Land Use Consent Conditions – Supplementary Reply Evidence**

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**Definitions:**

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| *Operational phase:*  The operational phase includes the final scheduled coal mining until mining of N02 and N03 have been completed, and all earthworks operations required to construct the final landform are completed. This includes bulk earthworks, placement of topsoil, revegetation and removal of infrastructure There may be minor volumes of incidental coal encountered and recovered during the construction of the final landform and this coal will be stockpiled and trucked from site as it is encountered. Active water management and treatment infrastructure remains onsite and the construction, commissioning and testing of the Mussel Shell Reactor (MSR) is completed. |
| *Active closure phase:*  Site rehabilitation works once the final landform have been completed. Active water management continues. This phase continues until vegetative cover reaches greater than 80% (excluding road and areas of land to be used for water infrastructure) and is self-sustaining and effective at minimising sediment run-off~~.~~, and concentrated flow paths are adequately lined and water treatment system pumps are removed from the site. |
| *Post-closure phase:*  The post closure phase begins once infrastructure is in place to allow all water treatment system pumps to be removed from the site. Intervention and management occurs as part of the adaptive management framework controlled by the Trigger Action Response Plan (TARP)s and comply with consent conditions. |
| *MOA*: Mine Operations Area as shown on Plan [insert ref]. |

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| **#** | **Condition** |
| **General** | |
| 1 | This consent authorises all activities associated with the Canterbury Coal Mine the final operational phase of the site, active closure and post closure and rehabilitation activities. More specifically this consent shall be exercised in general accordance with the Assessments of Effects on the Environment filed with the Selwyn District Council and dated 23 November 2018 in respect of the application for land use consent for traffic movements and an Assessment of Effects on the Environment dated 16 November 2018 in respect of the application for land use consent for coal mining and all associated activities together with all supporting information and documents together with Bathurst Canterbury Mine Closure and Rehabilitation Assessment of Effects on the Environment and appendices (Addendum AEE) that was filed with the Selwyn District Council on 7 April 2021 except as amended by these conditions of consent. If there is an inconsistency between the application documents the most recent application document will prevail and in the case of inconsistency between application documents and conditions, the conditions of this consent shall prevail.  ***Advice Note:*** *This consent authorises retrospective activities listed in Condition 1 that have occurred onsite within the MOA.* |
| 2 | The total area of disturbance shall not exceed approximately 58 hectares and the Mine Operations Area shall not exceed a total area of approximately 62 hectares as shown on Figure 1. |
| **Environmental Management Plan and Mine Closure Management Plan** | |
| 3 | All activities and works associated with retrospective mining activities and the final operational phase of the site, active closure and post closure rehabilitation phases of mining, shall be carried out in accordance with the relevant provisions of the Environmental Management Plan (EMP). The active closure and post closure rehabilitation phases of mining shall also be undertaken in accordance with the requirements and obligations set out in the Mine Closure Management Plan (MCMP). |
| 4 | The EMP shall guide the management of operations to ensure compliance with resource consent obligations and the utilisation of recognised and accepted practices to avoid remedy and mitigate adverse effects that may be caused by the mining and rehabilitation activities. As a minimum, the EMP shall cover the following matters:   * 1. Site Water Management (including erosion and sediment control measures);   2. Acid Mine Drainage Management;   3. Chemical Treatment;   4. Construction Management;   5. Coal Combustion Residual Management;   6. Spill Management;   7. Dust Management;   8. Lizard Management;   9. Wetland Management;   10. Site rehabilitation;   11. Lighting;   12. Fire;   13. Noise;   14. Traffic Management; and   15. Archaeology, Cultural including an accidental discovery protocol. |
| 5 | At the completion of site rehabilitation, the following objectives shall be achieved:   * 1. Landform design and rehabilitation activities create a landform that is stable with similar land use capabilities and hydrological sub-catchments that existed prior to the disturbance;   2. Disturbed land will be rehabilitated and stabilised to a condition where the risk of adverse effects on water quality are low;   3. Soil will be applied to enable future grazing and production forestry activities;   4. Vegetation cover will be established to reduce potential for erosion and sediment loss so that the quality of surface runoff is comparable to surrounding undisturbed landscapes;   5. Prevent, minimise, and where necessary control and treat mine influenced waters to ensure rehabilitation and consented water quality limits are achieved in order to maintain water quality and potentially enhance aquatic ecology values in Tara Stream and Bush Gully Stream; and   6. To enhance the North Property wetland and ecological enhancement area with ecologically appropriate species and restore indigenous vegetation to compensate for the retrospective removal of seepage wetlands. |
| 6 | The MCMP shall detail the methodology and anticipated outcomes to achieve the closure objectives in Condition 5. The MCMP shall include, but not be limited to:   1. Identification of key personnel and their responsibilities; 2. A plan(s) showing the final design and intended contours of all permanent structures and works, including but not limited to final landforms, ponds, roads, access tracks or other works which are proposed to remain after closure of the site; 3. Details on the staging of the active closure and post-closure phases until closure objectives are achieved; 4. Details of the rehabilitation required to fulfil the conditions of this consent, including closure criteria and any related consents; 5. Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment. |
| 7 | The draft EMP lodged with the Closure and Rehabilitation Plan AEE dated 6 April 2021 shall be updated and finalised by the consent holder and provided to the Selwyn District Council for certification within 30 working days of the commencement of this consent. The certification process must be confined to confirming that the final EMP adequately gives effect to the relevant condition(s).  If the Selwyn District Council does not provide a response with a certification decision or request for changes within 30 working days of receipt of the final EMP, that Plan will be deemed to be certified. |
| 8 | The draft MCMP lodged with the Closure and Rehabilitation Plan AEE dated 6 April 2021 shall be updated and finalised by the consent holder and provided to the Selwyn District Council for certification within 30 working days of the commencement of this consent. The certification process must be confined to confirming that the final MCMP adequately gives effect to the relevant condition(s).  If the Selwyn District Council does not provide a response with a certification decision or request for changes within 30 working days of receipt of the final MCMP, that Plan will be deemed to be certified. |
| 9 | The consent holder shall review the Certified EMP and the Certified MCMP, on at least an annual basis during the active, and post closure phases (and for no less than 5 years), and if necessary, update it. The consent authority shall be provided with any updates of the plan(s) within 30 working days of any update occurring. Any amendments shall be:   1. Only for the purpose of improving the efficacy of the measures to avoid, remedy or mitigate adverse effects; 2. Consistent with the conditions of this resource consent; and 3. Submitted in writing to the Selwyn District Council prior to any amendment being implemented. |
| **Hours of Operation and Noise** | |
| 10 | The hours of operation at the site during closure and rehabilitation phases shall not exceed:  (a) Visible daylight hours within the period 7.00am – 5.30pm Monday – Friday, and Saturday where required. |
| 11 | The consent holder shall ensure that activities associated with mining operations, closure and rehabilitation are designed and conducted so that the following noise limits are not exceeded at the measurement locations outlined in Condition 10 below:  (a) 7.30am – 8.00pm: 55 dBA L10, 85 dBA Lmax  (b) 8.01pm – 7.29am: 40 dBA L10, 70 dBA Lmax |
| 12 | Noise measurements shall be taken at the notional boundary of any dwelling not owned by the consent holder.  *Note: The notional boundary is defined as a line 20 metres from the exterior wall of any residential dwelling or the legal boundary where this is closer to the dwelling.* |
| 13 | All noise measurements referred to in Conditions 10 - 12 above shall be measured in accordance with the provisions of NZS 6801:2008 Acoustics: Measurement of Environmental Sound, and shall be assessed in accordance with the provisions of NZS 6802:2008 Acoustics: Environmental Noise. |
| 14 | The use of tonal reversing alarms on vehicles and equipment is prohibited. |
| 15 | No blasting activities are authorised by this consent |
| 16 | All operations shall be undertaken in accordance with the Fire Management Plan in the Certified EMP, required by Condition 4. |
| 17 | For the avoidance of doubt, the Consent Holder may also undertake emergency works or such other works as may be required to avoid, mitigate or remedy adverse effects at any stage during this consent. |
| **Lighting** | |
| 18 | No night time lighting equipment is permitted to operate during the closure and rehabilitation phases (unless there is an emergency event). Lighting shall also be undertaken and managed in accordance with the Certified EMP, required by Condition 4. |
| **Slope Stability** | |
| 19 | Following the completion of engineered landform(s) and land contouring the final cover material (soil) shall be re-vegetated in accordance with the Certified MCMP. |
| 20 | Temporary and permanent slopes shall not exceed the following parameters: |
| 21 | Upon the completion of the final landform at the end of the active closure phase, the consent holder shall provide a report from a suitably qualified geotechnical engineer to the Selwyn District Council, that confirms the as-built landform is in general accordance with the map ‘Closure Landforms’ attached as [insert landform plan reference]. This shall confirm that the landforms are stable and meets the criteria of conditions 19 and 20. |
| 22 | During the operational phase, the MOA shall be inspected at least monthly by a suitably qualified person to:   1. Check for foundation preparation prior to fill placement and advise of the installation of underdrainage if and when required. 2. Oversee the fill placement methodology; 3. Identify any areas of slumping, cracking, settlement, subsidence or slope failures, erosion, seepages and areas of water ponding including the remaining sediment ponds and drains onsite. If any such areas are identified, remedial actions to address slope instability shall commence within 10 working days. |
| 23 | Following the completion of the operational phase, the consent holder shall undertake regular monitoring of landform stability for the active and post-closure phases. This monitoring shall be undertaken by a suitably qualified person every three months for 1 year during the active closure phase. The monitoring shall include, but not be limited to:   1. Inspecting the landform for any signs of slumping, cracking, settlement, erosion, subsidence or slope failures, seepages and areas of water ponding including the remaining sediment ponds and drains onsite. 2. If any such areas are identified, remedial actions to address slope instability shall commence within 10 working days. |
| 24 | Following the quarterly monitoring undertaken for 1 year in accordance with Condition 20, the consent holder shall provide a report from a suitably qualified geotechnical engineer to the Selwyn District Council that:   1. Summarises the results of monitoring undertaken during the 12 month period; 2. Describes the causes (if known) for any slope instability issues that have arisen and the remedial actions undertaken; 3. Confirms that the long-term slope stability risks associated with the site are acceptable. |
| 24a | Vegetative cover shall also be recorded as part of the quarterly inspections undertaken in accordance with condition 23. |
| 25 | For a period of up to four years post the annual monitoring undertaken in accordance with Condition 20, the consent holder shall have a suitably qualified geotechnical engineer undertake a site inspection after an event of an earthquake that generates ground shaking as measured on the Modified Mercalli scale greater that level 6 (MMVI), or a rainfall event that generates more than 96mm of rainfall in 24 hours or more than 21mm of rainfall in 1 hour (at the Whitecliffs Rain Gauge monitored by Canterbury Regional Council). The site inspection shall be undertaken in accordance with Condition 22 within 10 working days of the event occurring. |
| 26 | In the event of any slope failures or significant erosion that results in the disturbance of land or failure outside of the MOA identified in accordance with Conditions 22, 23 and 25, the consent holder shall notify the Selwyn District Council, within 5 working days. The notification shall include, but not be limited to the following:   1. The location of the failure; 2. Identification of the probable cause of failure; 3. Measures taken to address the failure, prevent recurrence and re-stabilise the slope; 4. Assessment of any environmental effects of the slope failure; and 5. Any actions taken to address any environmental effects. |
| 27 | For all site inspections in accordance with Condition 22, 23 and 25, the consent holder shall record the following:   1. The date and time of the inspection; 2. The weather conditions during the inspection; 3. Photographs of any areas on instability; 4. A description of any remedial actions undertaken.   A copy of these records shall be provided to the Selwyn District Council upon request. |
| **Dust** | |
| 29 | During the operational phase and active closure works undertaken on site the consent holder shall carry out dust suppression measures on site in accordance with a Dust Management Plan that forms part of the Certified EMP, required by Condition 4. |
| **Traffic** | |
| 30 | Following completion of coal winning heavy vehicle movements associated with incidental coal removal and/or site decommissioning activities shall not exceed an average of 120 per week and shall be transported from the site during the hours 7.30am – 5.00pm Monday to Friday and only during visible daylight hours. Light vehicle movements shall not exceed 1,200 vehicle movements per month. All traffic onsite shall be managed in accordance with a Traffic Management Plan that forms part of the Certified EMP required by Condition 4. |
| **Final Landform and Cover** | |
| 31 | In accordance with the Certified EMP and the Certified MCMP, all rehabilitated areas must be graded according to the contours shown on the map ‘Closure Landforms’ [insert drawing number]. The consent holder shall locate, form and shape all earthworks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. As soon as practicable after final landforms are achieved the Consent Holder shall establish a vegetative cover to minimize erosion and produce clean water run off and enhance slope stability. |
| **Wetland Compensation** | |
| 32 | The Consent Holder shall prepare and implement a Wetland Management and Planting Plan. The Wetland Management and Planting Plan shall be prepared in accordance with the Draft Wetland Management and Planting Plan submitted as part of the Consent Holder’s reply evidence dated 25 February 2022. The Wetland Management and Planting Plan shall address the following:   1. A description and summary of the ecological values of the North Property Wetland and Enhancement Area”;   b. A description of the other enhancement sites within and adjoining the former mine footprint;  c. A description of the planting proposed and/or fencing at each site;  d. The monitoring and maintenance requirements for the North Property Wetland and Enhancement Area;  e. Discussion around the legal protection requirements for the North Property Wetland and Enhancement Area.  A copy of the Wetland Management and Planting Plant shall be provided to Te Taumutu Rūnanga and Te Ngāi Tūāhuriri Rūnanga. |
| 33 | The consent holder shall engage an appropriately qualified and experienced ecologist to prepare the Wetland Management and Planting Plan referred to above. The objectives of this plan shall be to achieve the following outcomes:  *North Property Wetland and Enhancement Area*   1. To revegetate the North Property Wetland and Enhancement Area as shown on Plan CRC [x] with ecologically appropriate species and restore indigenous vegetation to at least 70% canopy cover as demonstrated in plots across both wetland and dryland sites; 2. Woody weed species (including gorse, broom, pine, Himalayan honeysuckle) are at a level of less than 5% cover as demonstrated in plots across the North Property Wetland and Enhancement Area. This will be achieved via weed control. 3. Improve terrestrial and wetland habitat quality and create corridors for wildlife movement at the North Property Wetland and Enhancement Area. This will be achieved via planting and weed control and demonstrated via an increase in commonly accepted wetland condition index and reporting about the site as required by monitoring. 4. Encourage natural ecosystem processes including the regeneration and dispersal of indigenous fauna and flora. This will be achieved by including a selection of appropriate (bird pollinated and dispersed) eco-sourced species in the plantings. 5. Improve habitat for any native lizards (particularly grass skinks) which might be resident at the North Property Wetland and Enhancement Area.   *Other Enhancement Sites*   1. Create approximately 0.7ha of wīwī rushland surrounding the constructed drains in the Oyster Gully catchment; 2. Create approximately 0.2ha of shrubland habitat surrounding the ponds at the North ELF; 3. Undertake approximately 0.2ha of planting at the N02 pond, North Elf Ponds and Tara Pond to create pond edge habitats.   Fence around the raised seepage north of the mining area. |
| 34 | In order to achieve the objectives, set out in condition 33 (a) to (e) of the Wetland Management and Planting Plan, the consent holder shall within the North Property Wetland and Enhancement area shown on Plan [ref – North Property Wetland and Enhancement Area – refer to Figure 2 in the Wetland Management Plan]] undertake the following actions:   1. Set aside an area of land known as the “North Property Wetland and Enhancement Area” as shown on Plan CRC[ref – North Property Wetland and Enhancement Area – refer to Figure 2 in the Wetland Management Plan] attached to this consent for the purpose of providing an ecological enhancement of this area. 2. Remove pest plant species identified in the Wetland Management and Planting Plan from within the areas identified on Plan [ref] for restoration. 3. Revegetate the area~~s~~ shown on Plan [ref] intended for restoration with eco-sourced, pioneer plants to establish a nurse crop into which light and moisture sensitive species will spread and establish via natural means of dispersal. 4. Promote ecological succession by including in the revegetation areas a selection of eco-sourced “diversity” or terminal plant species to initiate and promote successional processes in conjunction with natural dispersal. 5. Require the exclusion of stock from the area shown on Plan [ref]; – North Property Wetland and Enhancement Area.] 6. Monitor and control of plant pests and the impacts from animal pests within the areas intended for restoration in accordance with the Wetland Management and Planting Plan requirements. 7. Establishing a covenant to protect the wetland values of the North Property Wetland and Enhancement Area. |
|  | **Wetland Monitoring – North Property Wetland and Enhancement Area** |
| 35 | In order to achieve the objectives, set out in condition 33 (f) to (g), of the Wetland Management and Planting Plan, the consent holder shall implement the native vegetation planting or fencing where this is specified in general accordance with the following plans, as attached to this consent:  a. Refer figures 4 – 7 of the Wetland Management and Planting Plan.  For the avoidance of doubt, conditions 36 – 43b do not apply to the works to be done on the other enhancement sites in accordance with this condition. |
| 37 | The Consent Holder shall undertake baseline monitoring in accordance with the Wetland Management and Planting Plan of the North Property Wetland and Enhancement Area. This baseline monitoring shall include both terrestrial and wetland habitats. Vegetation/habitat mapping should distinguish between the these, and for wetland habitats identify the wetland type. As part of this baseline monitoring six permanent photo points are to be established, as generally shown in Figure [inset reference to plan] and listed below:   1. Photo point 1: E1515714, N5189141. Upslope of the open water. 2. Photo point 2: E1515689, N5189135. 3. Photo point 3: E1515709, N5189166. 2 photos, one looking at the raised mire and one looking down the channel. 4. Photo point 4: E1515667, N5189221. Three photos facing 145º, 70º and 300º 5. Photo point 5: E1515741, N5189225. 6. Photo point 6 E1515127 N5189305.   These photo points are intended to visually demonstrate restoration over time. |
| 38 | Within six months of the planting at the North Property Wetland and Enhancement Area commencing a Wetland Condition Assessment, including photographs from each photo point at the North Property Wetland and Enhancement Area referred in condition 32 shall be undertaken by the Consent Holder. The results of this assessment shall be in the form of a report which shall describe the observations and conclusions and provide recommendations for ongoing management. This report shall be provided to the Selwyn District Council and Te Taumutu Rūnanga and Te Ngāi Tūāhuriri Rūnanga. |
| 40 | Following the initial assessment undertaken in accordance with condition 37, annual monitoring of the wetland condition and photographs at photo points shall be undertaken until 2026. The obligation to continue to undertake this monitoring shall be reviewed in accordance with Condition 33a. If the review determines that monitoring is no longer required, this obligation can cease after 2026. |
| 41 | On a bi annual basis, during the spring and autumn, the Consent Holder shall monitor the North Property Wetland and Enhancement Area for woody weed species. All woody weed species found shall be recorded, along with the approximate size of the population (either number of plants or area covered) and the management treatment applied. Where herbicide is applied a follow-up visit will be planned to confirm that it has been effective and to note whether additional applications might be required (e.g., due to regrowth). The obligation to continue to undertake this monitoring shall be reviewed in accordance with Condition 33a. If the review determines that monitoring is no longer required, this obligation can cease after 2026. |
| 42 | During the bi annual woody weed monitoring undertaken in accordance with condition 30 the consent holder shall also monitor the North Property Wetland and Enhancement Area for plant health and signs of animal pests. Following monitoring, plants which fail to establish may be replaced as necessary to the ultimate achieving of the Objectives of the Wetland Management and Planting Plan, although they are not required to be replaced at exactly the same microsite or with the same species.  Replacement plants will be planted according to the guidelines set out in the Wetland Management and Planting Plan following the discovery of dead plants. If plant losses to herbivore predation or other animal damage exceed 1% (in the case of rabbits and hares) or 5% (for all other species) then appropriate animal control or other methods of pest exclusion will be implemented by the Consent Holder within the site. The obligation to continue to undertake this monitoring shall be reviewed in accordance with Condition 43b. If the review determines that monitoring is no longer required, this obligation can cease after 2026. |
| 43 | The results of annual monitoring and reporting of management actions (e.g. weed control, planting) undertaken at the North Property Wetland and Enhancement Area shall be provided to the Selwyn District Council and Te Taumutu Rūnanga and Te Ngāi Tūāhuriri Rūnanga. |
| 43a | Within five years of commencement of this consent, the consent holder shall provide to the Selwyn District Council evidence to confirm that an appropriate legal instrument has been registered on the titles of land known as the North Property ensuring a condition to recognise the values that exist at the North Property wetland. Costs associated with creating and registering the legal instrument shall be borne by the consent holder. |
| 43b | The Wetland Management and Planting Plan shall be reviewed by the Consent Holder in 2026. The purpose of this review shall be to confirm that the Wetland Management and Planting Plan has achieved the objectives set out in Condition 33, and to identify if monitoring can cease or whether this needs to be continued for a further duration in order to better achieve the objectives of the Plan. A written report detailing the results of the review shall be submitted to the Selwyn District Council within 30 working days of the review being undertaken. If the review results in amendments to the monitoring regime these are to be implemented by the Consent Holder for the duration specified in the review report. |
| **Archaeological Authority and Accidental Discovery Protocol** | |
| 44 | At all times during the final operational phase and active closure phase the consent holder shall adhere to the conditions of the Archaeological Authority that is held by the consent holder (AUTHORITY NO: 2021/057). |
| 45 | In the event of any discovery of an archaeological site:   1. the Consent Holder shall immediately:    * 1. Cease earthmoving operations in the affected area and mark off the affected area; and      2. Advise the Selwyn District Council of the disturbance; and      3. Advise Heritage New Zealand Pouhere Taonga of the disturbance.    1. If the archaeological site is determined to be Koiwi Tangata (human bones) or taonga (treasured artefacts) by Heritage New Zealand Pouhere Taonga, the Consent Holder shall immediately advise the office of the appropriate runanga (office contact information can be obtained from the Selwyn District Council) of the discovery.    2. If the archaeological site is determined to be Koiwi Tangata (human bones) by Heritage New Zealand Pouhere Taonga, the Consent Holder shall immediately advise the New Zealand Police of the disturbance.    3. Work may recommence if Heritage New Zealand Pouhere Taonga (following consultation with runanga if the site is of Maori origin) provides a statement in writing to the Selwyn District Council that appropriate action has been undertaken in relation to the archaeological site discovered. The Selwyn District Council shall advise the Consent Holder on written receipt from Heritage New Zealand Pouhere Taonga that work can recommence.   ***Advice Note:*** *This may be in addition to any agreements that are in place between the consent Holder and the Papatipu Runanga.  (Cultural Site Accidental Discovery Protocol).* ***Advice Note:*** *Under the Heritage New Zealand Pouhere Taonga Act 2014 an archaeological site is defined as any place associated with pre-1900 human activity, where there is material evidence relating to the history of New Zealand. For sites solely of Maori origin, this evidence may be in the form of accumulations of shell, bone, charcoal, burnt stones, etc. In later sites, artefacts such as bottles or broken glass, ceramics, metals, etc, may be found or evidence of old foundations, wells, drains, tailings, races or other structures. Human remains/koiwi may date to any historic period.    It is unlawful for any person to destroy, damage, or modify the whole or any part of an archaeological site without the prior authority of Heritage New Zealand Pouhere Taonga. This is the case regardless of the legal status of the land on which the site is located, whether the activity is permitted under the District or Regional Plan or whether a resource or building consent has been granted. The Heritage New Zealand Pouhere Taonga Act 2014 provides for substantial penalties for unauthorised damage or destruction.* |
| **Bond** | |
| 46 | Unless condition 46 (f) is triggered, within three months of the EMP and MCMP being certified the consent holder shall enter into an enforceable agreement acceptable to the Canterbury Regional Council and the Selwyn District Council that provides a single joint bond, pursuant to sections 108(2)(b) and 108A of the Resource Management Act 1991. |
| 46aa | These bond conditions will apply to all resource consents relating to the closure and rehabilitation of the Bathurst Coal Mine, consent, namely:   1. RC185640 2. CRC184166 3. CRC200500, 4. CRC201366 5. CRC201367 6. CRC201368 7. CRC203016 8. CRC214320 9. CRC214321 |
| 46a | The purpose of the bond is to secure, in the event of any default by the consent holder:  a. Compliance with all the conditions of the consents listed in condition 46(aa) above that address closure of the mine, and the wetland compensation package;   1. The completion of rehabilitation and closure in accordance with the certified MCMP; and 2. Any future monitoring and maintenance obligations of the consent holder under the consents listed in condition 46aa including:    * + 1. Site inspections and remediation following a natural hazard event (conditions 19 – 27 of RC185640);        2. Final landform and cover requirements (condition 31 of RC185640). |
| 46b | The bond agreement shall provide that the consent holder remains liable under the Resource Management Act 1991 for any breach of the conditions of any consent issued which occurs prior to the completion of closure. |
| 46c | The bond can be either in the form of a cash bond or a bank bond at the consent holder’s choice. |
| 46d | The consent holder must engage a suitably qualified and experienced person(s) to assess the anticipated costs and risks of the activities listed in Condition 46a (a) – (c) and all relevant conditions of all of the issued consents. |
| 46e | The consent holder shall provide a report to the Canterbury Regional Council and Selwyn District Council which specifies all matters covered by condition 46a (a) – (c) of this consent and the relevant conditions of the consents listed in condition 46aa and identifies the matters to be bonded for, all assumptions, costs, and risk elements that inform the recommended bond amount. |
| 46f | If the Canterbury Regional Council and the Selwyn District Council do not within 5 working days give notice to accept the bond amount derived in accordance with condition 46e, they will jointly at the consent holder’s cost engage a suitably qualified and experienced person to peer review the report prepared in accordance with condition 46e or condition 46h and within 30 days of that notice report, confirm the alternative amount of the bond. |
| 46g | If the consent holder and the Councils cannot agree on the terms of the bond, including the bond amount and any review of the bond, the dispute must be resolved through the dispute resolution process set out in condition 46f or referred to arbitration at the election of the consent holder. This condition relates to the setting of the bond amount in accordance with conditions 46 – 46f and the review of the bond amount in accordance with condition 46h. |
| 46h | The bond amount may be reviewed annually, within 30 days of each annual anniversary of the commencement of this consent. If the consent holder wishes to review the bond, the consent holder shall provide a report to the Canterbury Regional Council and the Selwyn District Council which deals with all matters covered by condition 46a and identifies the matters yet to be completed and to therefore be bonded for, revised estimate of costs and recommends the revised bond amount. The Canterbury Regional Council and the Selwyn District Council shall jointly engage a suitably qualified and experienced person to peer review the report and give notice, within 60 days of receipt of the report, the revised bond amount. In setting any new bond sum, the Councils shall have particular regard to the updated estimates of the costs of rehabilitation, monitoring and compliance with the conditions of consent. The two Councils shall also take into account the quantum and purpose of any bond provided by the consent holder in favour of any other party or other commitments (e.g. protection covenants for ecological enhancement).  The revised bond amount shall not apply until the consent holder receives confirmation from the Canterbury Regional Council and the Selwyn District Council that the new bond amount is agreed. The consent holder shall meet the reasonable costs of bond reviews. If the revised amount less than the existing bond, the Canterbury Regional Council and the Selwyn District Council shall release any excess. |
| 46i | The Canterbury Regional Council and the Selwyn District Council shall release any remaining bond upon the completion of closure of the site. This means when all objectives of the MCMP have been achieved and compliance with consent conditions has been demonstrated by the Consent Holder to the satisfaction of the Canterbury Regional Council and the Selwyn District Council. |
| 46j | If the consent is transferred in part or whole to another party or person, the bond lodged by the transferor shall be retained until any outstanding work at the date of transfer is completed or a replacement bond is entered into by the transferee, to ensure compliance with conditions of the consent unless the Canterbury Regional Council and the Selwyn District Council is satisfied adequate provisions have been made to transfer the liability to the new consent holder. |
| 46k | The consent holder shall meet the reasonable costs of providing any bond, including the costs of preparation of the bond and any substitute bond. |
| **Review** | |
| 47 | The Selwyn District Council may, annually on the last five working days of May or November each year, review any or all of the conditions of the consent pursuant to section 128 of the Resource Management Act 1991 for all or any of the following purposes:  a) To deal with any adverse effect on the environment which may arise from the exercise of the consent that was not foreseen at the time of granting of the consent, and which is therefore more appropriate to deal with at a later stage; and/or  b) To require the consent holder to adopt the best practical option to remove, remediate or reduce any adverse effects on the environment resulting from the activity. |