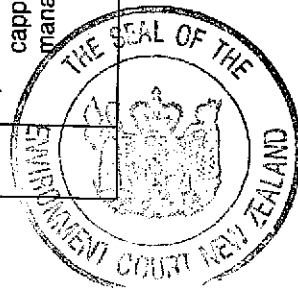


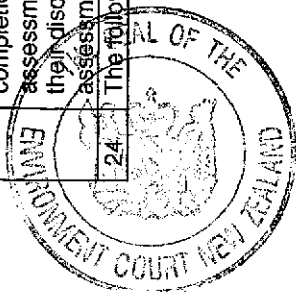
- (a) Prior to the placement of refuse the Consent Holder shall provide and maintain in favour of Hurunui District Council and Canterbury Regional Council (for this clause called the Councils) for their respective interests, a financial assurance (bond) which, in the event of default by the Consent Holder, would:
- Secure compliance with all the conditions of these consents and enable any adverse effects on the environment resulting from the Consent Holder's activities, and not authorised by a resource consent to be avoided, remedied or mitigated (Remedial action);
  - Secure the completion of rehabilitation and closure in accordance with the approved Aftercare section of the Landfill Management Plan (Closure);
  - Ensure the performance of any monitoring obligations of the Consent Holder under this consent, as well as any site aftercare obligations such as care of the landfill cap and pollution prevention infrastructure (Aftercare);
  - Provide for reconstruction of the landfill landform in the event of a mass movement
  - Provide for early closure costs in the event of abandonment of the site
- (b) 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:
- i) Remediation of any adverse effect on the environment that may arise from the site. The estimated costs shall be determined by the Consent Holder by means of a quantitative risk assessment to ensure that the 90 percent confidence limit on remedial action costs is provided. An experienced environmental risk assessment practitioner shall conduct such a risk assessment. The Consent Holders environmental risk assessment practitioner shall be approved by the Councils and the method of conducting the risk assessment shall be made clear to the Councils, including all assumptions drawn to conduct the assessment. The risk assessment shall include (but not be limited to) the factors listed below, the likelihood of any of these events occurring and the likely remedial costs:
    - Excessive hydration of the landfill liner;
    - Excessive leachate seepage through liner;
    - Failure of leachate collection system
    - Escape of leachate from leachate dam;
    - Surface water contamination within or beyond the boundary of the premises;
    - Groundwater contamination within or beyond the boundary of the premises (except where the contamination is within a designated attenuation zone)
    - Illegal dumping of hazardous and/or inappropriate waste;
    - Instability of landfill batters;
    - Underground migration of landfill gas;
    - Significant and ongoing odour problems;
    - Failure of gas extraction system;
    - Landfill fires;
    - Erosion of landfill cap;
    - Failure of any of the dams;
    - Slipping/mass failure of the landfill mass;
    - Gross pollution of the adjoining ocean environment, and.
    - Failure to establish and or maintain vegetation cover on cap
  - ii) Rehabilitation and closure of the site in accordance with the conditions of the consents. These works shall include:
    - Capping and re-vegetation in accordance with the details of the Landfill Management Plan;
    - Installation of gas and leachate collection infrastructure where it is not installed progressively throughout the life of the landfill; and
    - Decommissioning of infrastructure no longer required.

The cost estimate must provide for the rehabilitation of the largest area of the landfill that may be open (filled and uncapped) at any stage. In the event that capping materials are required to be imported to the site, the Consent holder shall allow for the cost of importation to be included in the estimate of costs. Monitoring and management of the site and its effects both before and after closure or abandonment of the site. In this context, closure shall mean completion of capping of the final landfill cell. The bond shall provide for the total area of landfill filled at a given time. The estimation of the bond for site monitoring and management costs shall consider (but not be limited to) the following aspects:

    - Inspection of landfill cap and landfill infrastructure including leachate collection system;
    - Repair of landfill cap and infrastructure;
  - iii) Monitoring and management of the site and its effects both before and after closure or abandonment of the site. In this context, closure shall mean completion of capping of the final landfill cell. The bond shall provide for the total area of landfill filled at a given time. The estimation of the bond for site monitoring and management costs shall consider (but not be limited to) the following aspects:
    - Inspection of landfill cap and landfill infrastructure including leachate collection system;
    - Repair of landfill cap and infrastructure;



	<ul style="list-style-type: none"> <li>• Landscape maintenance of vegetated landfill cap;</li> <li>• Leachate and stormwater treatment and/or disposal;</li> <li>• Decommissioning of leachate storage ponds;</li> <li>• Maintenance of groundwater bores and gas collection wells</li> <li>• Ongoing extraction and management or usage of landfill gas; and</li> <li>• Monitoring program for:             <ul style="list-style-type: none"> <li>○ Groundwater;</li> <li>○ Surface water;</li> <li>○ Leachate; and</li> <li>○ Landfill gas.</li> </ul> </li> </ul>
15	<p>The Consent Holders bond shall be in a form agreed between the Consent Holder and the Councils and shall, subject to these conditions, be on terms and conditions agreed between them.</p>
16	<p>Unless the bond is a cash bond, a guarantor acceptable to the Councils shall guarantee the performance of all of the conditions of the bond. The guarantor shall bind itself to pay for the carrying out and completion of any condition of the bond in the event of the Consent holder defaulting on its environmental obligations with respect to the landfill facility as assessed by the Councils.</p>
17	<p>The Consent holders bond shall name the Councils as the party able to draw on the bond. The bond shall be available to the Councils regardless of whether it is required as a result of any deliberate or inadvertent act of the Consent holder or its agents.</p>
18	<p>The amount of the bond shall be initially set on the basis of cost estimates established by means of a risk assessment prepared by the Consent holder, which shall be submitted to the Councils for review and approval prior to the commencement of placement of refuse at the site. The amount of the bond must cover costs associated with three operational aspects, as indicated in Condition 14 above.</p>
19	<p>Should the Consent Holder and the Councils be unable to reach mutual agreement on the form, terms and conditions, or amount of the bond, then the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be commenced on advice by either party that the amount of the bond is disputed, such notice to be given within 14 days of receipt by the Councils of the amount of the bond established by the Consent Holder. If the parties cannot agree upon an arbitrator within 7 days of receiving advice that the amount of the bond is in dispute, then an arbitrator shall be appointed by the President of the Institute of Professional Engineers of New Zealand (IPENZ). Such arbitrator shall give an award in writing within 30 days after his/her appointment, unless both parties mutually agree that time shall be extended. The parties shall bear their own costs in connection with arbitration. In all other respects, the provisions of the Arbitration Act 1996 shall apply.</p>
20	<p>If the decision of the arbitrator is not made available by the 30<sup>th</sup> day referred to above, then the amount of the bond shall be fixed by the Councils, until such time as the arbitrator does make his/her decision. At that stage, the new amount shall apply. The Consent holder shall not place further refuse at the site if the variation of the existing bond or new bond is not provided in accordance with this condition.</p>
21	<p>The amount of the Consent holder's bond shall be reviewed every five years from the first placement of refuse at the landfill, by means of a risk assessment using the criteria in condition 14. More frequent reviews may be undertaken at the Councils discretion, in which case the Councils shall provide the Consent holder with no less than 30 days notice in writing of the review. If, on review, the amount of the bond to be provided by the Consent holder is greater than the sum secured by the current bond, then within 30 days of the Consent holder being given written notice by Councils of the new amount to be secured by the bond, the Consent holder and the guarantor shall execute and lodge with the Councils a variation of the existing bond or a new bond for the amount fixed on review by the Councils. No further refuse shall be placed at the site if the variation of the existing bond is not provided in accordance with this condition.</p>
22	<p>The Consent holder may apply to have the bond amended, discharged or reviewed at any time, in which case the Council shall advise the Consent holder of its decision on the application within 60 days of it receiving the application. An application by the consent holder to amend the amount of the bond should be supported by a risk assessment carried out in accordance with the methodology detailed in condition 15.</p>
23	<p>The bond shall be maintained in favour of the Councils for a minimum period of 25 years following closure or abandonment of the landfill site. Closure shall mean completion of capping of the final landfill cell, or closure following abandonment prior to the final landfill cell being completed. If the landfill has been monitored and a risk assessment approved by the Councils affirms that there are no existing or potential adverse environmental effects from the landfill operation, then the Councils may at their discretion discharge the bond before the 25 year period has concluded. The bond period may at Council's discretion be extended beyond 25 years if a risk assessment to the satisfaction of Council conducted 25 years after landfill closure indicates that the landfill continues to pose a threat to the environment.</p>
24	<p>The following aspects shall be considered in a risk assessment determining whether to amend or discharge the Consent holders bond:</p>



	<ul style="list-style-type: none"> <li>• Environmental performance (eg verification that groundwater is not polluted);</li> <li>• Sensitivity of the environment;</li> <li>• Degree of waste stabilisation as reflected by the cessation of landfill gas and leachate generation; and</li> <li>• Cap integrity.</li> </ul> <p>All costs relating to the bond shall be paid by the Consent Holder, other than in relation to arbitration (see above), in which case both parties shall bear their own costs. The decision to review the discharge of the bond should be based on the risk assessment criteria and methodology given in condition 14.</p>
25	<p>The Consent Holder shall undertake ongoing liaison and consultation with the property owners of Mt Cass Road and Te Runanga o Ngai Tuatururi, by senior Landfill staff during the operation of the Landfill and the aftercare period.</p>
26	<p>The Consent Holder shall ensure that there are sufficient resources available at all times to deal with public complaints. To this end, the Consent Holder shall provide a 24 hours per day, 7 days per week contact service, to facilitate the handling and resolution of any complaints. A complaints register shall be kept by the Consent Holder and the Consent Holder shall advise the relevant Council of any complaint received within 5 working days of the Consent Holder receiving the complaint, and of the remedial action taken. The Consent Holder shall make the complaints register available to the Councils upon request. A nominated person from the landfill management team will be available at all times to respond to all complaints, or notifications of emergencies or other unforeseen events and shall be able to be on-site within 30 minutes.</p>
27	<p>The Consent Holder shall, prior to the landfilling of any waste, advertise (by way of a local mail out and community advertisements) and hold a public meeting to offer local residents the opportunity to establish a Community Liaison Group.</p>
	<p>(a) Any such Community Liaison Group shall consist of a maximum of three representatives of the property owners of the Waipara/Omihi area, two representatives of the property owners of Mt Cass Road; and one representative of the Consent Holder.</p>
	<p>(b) A representative from each of the consent authorities shall be invited to attend meetings in an observer capacity.</p>
	<p>(c) The members of the liaison group shall be offered the opportunity of a quarterly site inspection, a quarterly meeting opportunity, and provision of any information to which the Councils are entitled by virtue of these conditions regarding the development and operation of the site, at the Consent Holders expense.</p>
	<p>(d) The prime purpose of the quarterly meetings with the Community Liaison Group will be to:</p>
	<p>a. Explain the progress of the landfill operation;</p>
	<p>b. Listen to, and discuss as far as practicable any community and cultural concerns with the landfill operation;</p>
	<p>c. Present and discuss the complaints register and results of any monitoring and/or reporting as required by the conditions of regional and district council consents.</p>
28	<p>In the event that any human remains or archaeological deposits are discovered, the works in that area of the site shall cease immediately and the Police, Tangata Whenua, and/or New Zealand Historic Places Trust, and also the Hurunui District Council, shall be notified as soon as practicable. Works may recommence with the written approval of the Hurunui District Council. Such approval shall be given after the Hurunui District Council has considered:</p>
	<p>i) Tangata Whenua interests and values;</p>
	<p>ii) the Consent Holder's interests;</p>
	<p>iii) any archaeological or scientific evidence;</p>
	<p>iv) any requirements of the Historic Places Trust; and</p>
	<p>v) any requirements of the Police</p>
29	<p>In the event of any disturbance of Koiwi Tangata (human bones) or taonga (treasured artefacts), the Consent Holder shall follow the procedures detailed in the Accidental Discovery Protocol dated 28 September 2000.</p>
30	<p>Pursuant to Section 125 of the Resource Management Act the period with which the consent holder may give effect to this consent shall be 5 years from the date of the grant of consent.</p>
31	<p>The Consent Holder shall pay to Hurunui District Council and Canterbury Regional Council any administrative charge fixed in accordance with Section 36 of the Resource Management Act 1991, or any charge prescribed in accordance with regulations made under Section 36 of the Resource Management Act 1991.</p>
32	<p>Prior to the commencement of operation of the landfill, the consent holder shall prepare, in consultation with Transit NZ, a Transportation Contingency Plan and submit this to the Canterbury Regional Council and the Hurunui District Council. This contingency plan shall cover all likely incidents involving the transport of waste to, and leachate from, the landfill and shall be based on full environmental risk assessments for typical areas neighbouring proposed transport routes. Such assessments shall include the likely quantity and nature of potential hazardous materials to be transported, possible exposure routes, adverse effects that may result from such exposure and the sensitivities of potential receiving environments.</p>
33	<p>Pursuant to Section 128 of the Resource Management Act 1991 either consent authority may commence a review of any of the conditions of any of the consents for</p>

