
Planning agreement for Ulan Coal Mines Limited -
Ulan Continued Operations Project

Ulan Coal Mines Limited ACN 000 189 248

Mid-Western Regional Council

Version: 1

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Planning agreement for Ulan Coal Mines – Ulan Continued Operations Project

Dated

Parties

Developer **Ulan Coal Mines Limited ACN 000 189 248**

Level 3, 1 Macquarie Place, Sydney NSW 2000

Council **Mid-Western Regional Council**

of 86 Market Street, Mudgee, New South Wales 2850

Background

- A The Developer has been granted the Approval by the Minister under Part 3A of the Act for the carrying out of the Development.
- B The Developer is required by the Approval to make the Development Contributions to the Council. The Developer has reached agreement with the Council to make Development Contributions to the Council in connection with the carrying out of the Development under section 93F of the Act.
- C The parties enter into this Agreement to give effect to the requirements of the Approval and the agreement reached between them.
- D Council acknowledges that the Approval is the subject of Class 1 – Merit Review proceedings in the NSW Land and Environment court. These proceedings are referred to as *Hunter Environment Lobby Inc v NSW Minister for Planning and Ulan Coal Mines Ltd* – Land and Environment Court proceedings No. 10998. of 2010.
- E Council acknowledges that if the Land and Environmental court upholds the appeal by the Hunter Environment Lobby Inc in Land and Environment Court proceedings No. 10998. of 2010 the Land and Environment Court may make an order that the Approval is void and of no effect and that the Project Application is refused.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
the Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Agreement	means this Planning Agreement.
Approval	means Project Approval 08_0184 for the Ulan Continued Operations Project, dated 15 November 2010.
Business Day	means any day excluding Saturdays, Sundays and public holidays.
Community Infrastructure Fund	means a special purpose fund to be established by Council for the receipt of the contributions identified in Row 1 of Column 1 of Schedule 2.
Cope Road Maintenance Contribution	means the contribution paid by the Developer towards the maintenance of Cope Road under this agreement which is identified in Row 2 of Schedule 2.
Council	means Mid-Western Regional Council.
CPI	means the published Consumer Price Index (Sydney – All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index.
Developer	means Ulan Coal Mines Limited ACN 000 189 248
Development	means the development authorised by the Approval.
Development Contributions	means the monetary contributions described in Schedule 2.
Explanatory Note	means the note exhibited with a copy of this Agreement, when this Agreement is made available for inspection by the public in accordance with the Act, as contemplated by clause 25E of the Regulation.
GST	has the meaning given to that term in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Input Tax Credit	has the meaning given to that term in the GST Act.
Joint Venture Operator	has the meaning given to that term in the GST Act.
Land	means the land the subject of the Approval.
Minister	means the Minister administering the Act.

Term	Definition
Proceedings	means the Land and Environment Court proceedings <i>Hunter Environment Lobby Inc v Minister for Planning & Ulan Coal Mines Ltd</i> , Proceedings No 10998 of 2010.
Progressive or Periodic Supply	means a Taxable Supply that satisfies the requirements of section 156-5 GST Act.
Project Application	means the Major Project Application No 08_0184 made by the Developer in accordance with the relevant provisions of Part 3A of the Environmental Planning and Assessment Act 1979 and submitted to the Department of Planning.
Recipient	has the meaning given to that term in the GST Act.
Regulation	means the <i>Environmental Planning and Assessment Regulation 2000</i> (NSW).
Representative Member	has the meaning given to that term in the GST Act.
Supplier	means the entity making the Supply.
Supply	has the meaning given to that term in the GST Act.
Tax Invoice	has the meaning given to that term in the GST Act.
Taxable Supply	has the meaning given to that term in the GST Act.
The Institute of Arbitrators and Mediators Australia	means the Institute of Arbitrators and Mediators Australia ACN 008 520 045, a company limited by guarantee and any successor organisation.
The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules	means the latest version of the 'Mediation and Conciliation Rules' published by the Institute of Arbitrators and Mediators Australia (whether or not that version was in force at the time of execution of this document).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;

- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (j) a reference to 'month' means calendar month.

2 Application of the Agreement

This Agreement applies to:

- (a) the Land; and
- (b) the Development including any modifications of the Approval under the Act.

3 Planning agreement under the Act

This Agreement constitutes a planning agreement within the meaning of section 93F of the Act.

4 Provision of Development Contributions under this Agreement

4.1 The Development Contributions

Subject to this Agreement, the Developer will pay to the Council the Development Contributions specified in Schedule 2.

4.2 Form of Development Contributions

The Development Contributions are to be made:

- (a) in accordance with the specification in column 1 of Schedule 2;
- (b) in the total amount referred to in column 2 of Schedule 2; and
- (c) at the times and in the amounts referred to in column 3 of Schedule 2.

The Development Contributions in Row 2 of Schedule 2 are to be adjusted according to CPI as follows:

$$DCP = \frac{DC \times A}{B}$$

where:

- (d) DC equals the particular Development Contribution payment amount required to be paid as per column 3 of Schedule 2;

- (e) DCP equals the actual Development Contribution payment amount payable at the time the particular payment is made;
- (f) A equals the most recent CPI published prior to the date the payment is due to be made; and
- (g) B equals the most recent CPI published prior to the date of this Agreement.

4.3 Use of Community Infrastructure Contribution

- (a) Council shall use the funds paid into the Community Infrastructure Fund for the purposes only of providing infrastructure located within the Mid-Western Regional Local Government Area for the benefit of the public.
- (b) Subject to Clause 4.3(a) Council may determine the infrastructure to be provided at its sole discretion in consultation with the Developer.

4.4 Use of Cope Road Maintenance Contribution

- (a) Council shall expend the Cope Road Maintenance Contribution only for maintenance of Cope Road.
- (b) Subject to Clause 4.4(a) Council may determine the maintenance to be undertaken at its sole discretion.

5 Payment of Development Contributions

5.1 Time of payment

A Development Contribution is made for the purposes of this Agreement when cleared funds are deposited by means of electronic transfer into a bank account nominated by Council.

5.2 Intention to make payment

The Developer must give the Council not less than two business day's written notice of:

- (a) its intention to pay a Development Contribution; and
- (b) the amount proposed to be paid.

5.3 Requirement for invoices

- (a) The Council must upon receiving the Developer's notice under clause 5.2, provide the Developer with a Tax Invoice for the amount of the contribution that the Developer proposes to pay.
- (b) The Developer:
 - (i) is not required to pay a Development Contribution; and
 - (ii) will not be in breach of this Agreement if it fails to pay a Development Contribution at the time required by this Agreement

if the Council fails to provide the Developer with a Tax Invoice for the amount proposed to be paid by the Developer.

5.4 Requirement for Information

- (a) Prior to the payment of any funds into the Community Infrastructure Fund, Council must provide the Developer with a report which identifies what community infrastructure the Developer Contributions are to be allocated to. Council acknowledges that the Developer will make this report publicly available on the Developer's Website.
- (b) On the first anniversary of the date of this Agreement Council must within 14 days of this anniversary provide the Developer with a report which identifies the total expenditure of any funds from the Community Infrastructure Fund including a description of any works which relate to any such expenditure and what expenditure is proposed for the following year. Council acknowledges that the Developer will make this report publicly available on the Developers Website.
- (c) Council shall provide the Developer with the report referred to in Cl. 5.4(b) on the second anniversary of this Agreement.

6 Enforcement

- (a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by either Party in any court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; or
 - (ii) the Minister from exercising any function under this Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

7 Registration

The Parties agree not to register this Agreement under section 93H of the Act.

8 Dispute resolution

Any dispute or difference whatsoever arising out of or in connection with this document must be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

9 GST

9.1 GST exclusive

Except under this clause, the consideration for a Supply made under or in connection with this document does not include GST.

9.2 Taxable Supply

If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:

- (a) the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under this document for that Supply; and
- (b) the Supplier must give the Recipient a Tax Invoice for the Supply.

9.3 Later GST change

For clarity, the GST payable under clause 9.2 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

9.4 Reimbursement or indemnity

If either party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

9.5 Warranty that Tax Invoice is issued regarding a Taxable Supply

Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

9.6 Progressive or Periodic Supplies

Where a Supply made under or in connection with this document is a Progressive or Periodic Supply, clause 9.2 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

10 Termination and Repayment of Contributions

- (a) If the Land and Environment Court upholds the appeal in the Proceedings and which results in an Order by the Court that the Project Application is refused Council will repay all contributions paid by the Developer pursuant to this Agreement within 30 days of any such Order being made by Land and Environment Court.
- (b) This Agreement will terminate on the date that Council repays all contributions paid by the Developer in accordance with clause 10(a).

11 Explanatory Notice to this Agreement

Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in interpreting this Agreement.

12 General

12.1 Amendments

This document may only be amended by written agreement between all parties.

12.2 Assignment

A party may only assign this document or a right under this document with the written consent of the other party whose consent may not be unreasonably withheld.

12.3 Counterparts

This document may be executed in any number of counterparts. All counterparts together make one instrument.

12.4 No merger

The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

12.5 Entire agreement

- (a) This document supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

12.6 Further assurances

Each party must do all things reasonably necessary to give effect to this document and the transactions contemplated by it.

12.7 Representations and Warranties

The parties represent and warrant that they have the power to enter into this Agreement and comply with their obligations under this Agreement and that entry into this Agreement will not result in the breach of any law.

12.8 No waiver

- (a) The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently.
- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

12.9 Governing law and jurisdiction

- (a) New South Wales law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the New South Wales courts and courts competent to hear appeals from those courts.

12.10 Severability

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

12.11 Notices

- (a) A notice, consent or communication under this document is only effective if it is:
 - (i) in writing, signed by or on behalf of the person giving it;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) given as follows:
 - (A) delivered by hand to that person's address;
 - (B) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (C) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.
- (b) A notice, consent or communication delivered under clause 11.11(a) is given and received:
 - (i) if it is hand delivered or sent by fax:
 - (A) by 5.00pm (local time in the place of receipt) on a Business Day—on that day; or
 - (B) after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day—on the next Business Day; and
 - (ii) if it is sent by post:
 - (A) within Australia—three Business Days after posting; or
 - (B) to or from a place outside Australia—seven Business Days after posting.
- (c) A person's address and fax number are those set out below, or as the person notifies the sender:
 - (i) Ulan Coal Mines Limited

PMB 3006
4505 Ulan Road
MUDGEE NSW 2850
Fax: 02 6372 5333

- (ii) Mid-Western Regional Council
86 Market Street
MUDGEE NSW 2850
Fax: 02 6378 2815

Schedule 1

Requirements of Division 6 of Part 4 of the EPA&A Act

Subject and subsection of the Act	The planning agreement
<p>Planning Instrument and/or Development Application (Section 93F(1))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument;</p> <p>(b) made, or proposes to make, a project or development application</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) or (b) applies.</p>	<p>No.</p> <p>Yes.</p> <p>No.</p>
<p>Planning Instrument and/or Development Application (Section 93F(1))</p> <p>For the purpose or being used or applied towards a public purpose, the Developer has:</p> <p>(d) dedicated land free of cost;</p> <p>(e) paid a monetary contribution;</p> <p>(f) provided any other material public benefit.</p>	<p>No.</p> <p>Yes.</p> <p>No.</p>
<p>Description of the land to which the Planning Agreement applies (Section 93F(3)(a))</p>	<p>See clause 2.</p>
<p>Description of the development to which the Agreement applies (Section 93F(3)(b)(ii))</p>	<p>See clause 2.</p>
<p>The scope, timing and manner of delivery of contribution required by the Planning Agreement (Section 93F(3)(c))</p>	<p>See clauses 4 and 5.</p>
<p>Applicability of section 94 of the Act (Section 93F(3)(d))</p>	<p>The application of s94 of the Act is not excluded.</p>
<p>Applicability of section 94A of the Act (Section 93F(3)(d))</p>	<p>The application of s94A of the Act is not excluded.</p>
<p>Applicability of section 94EF of the Act (Section 93F(3)(d))</p>	<p>The application of s94EF of the Act is not excluded.</p>

Subject and subsection of the Act	The planning agreement
Mechanism for dispute resolution (Section 93F(3)(f))	See clause 8.
Enforcement of the Planning Agreement (Section 93F(3)(g))	See clause 6.
Registration of the Planning Agreement (Section 93F(3)(g))	See clause 7.

Schedule 2

Development Contributions


Purpose of Development Contribution	Development Contribution	Date for payment of Development Contribution
Mid-Western Regional Council		
Community Infrastructure Fund	\$3.475 million	<p>First contribution of \$2 million to be made within 30 days of the date of this agreement.</p> <p>Second contribution of \$1.475 million to be paid within a year of the date of the first contribution.</p>
Contribution towards the maintenance of Cope Road	\$1.05 million	<p>First contribution of \$50,000 to be made within 30 days of the date of this agreement.</p> <p>Subsequent contributions of \$50,000 to be paid annually on the anniversary of the date of the first contribution, to a total of 21 contributions.</p>


Execution

EXECUTED as an agreement

Executed by

Ulan Coal Mines Limited ACN 000 189 248 by:


A Director


A Director/Secretary

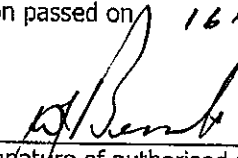
DANIEL DAVID CLIFFORD
A Full name of Director

MARK ANDREW KLASER
A Full name of Director/Secretary

Signed by

Mid-Western Regional Council in accordance with a
resolution passed on

16th MARCH 2011


A Signature of authorised person

~~A Signature of authorised person~~

WARWICK L. BENNETT
A Name of authorised person

~~A Name of authorised person~~

GENERAL MANAGER
A Office held

~~A Office held~~

Explanatory Note

Planning agreement for the Ulan West Continued Operations Project

Introduction

- 1 Clause 25E of the *Environmental Planning Assessment Regulation 2000 (NSW)* requires a planning authority (in this case Mid-Western Regional Council) proposing to enter into a planning agreement under section 93F of the *Environmental Planning and Assessment Act 1979 (NSW)* (**Act**) to prepare an explanatory note about the planning agreement.
- 2 This explanatory note relates to the planning agreement proposed to be entered into by the parties described below in respect of the development approved by Project Approval 08_0184 dated 15 November 2010 (**Approval**) for the Ulan West Project (**Development**).
- 3 Council acknowledges that up to the date of this Agreement the Developer has paid \$678,000 to Council as a loan pursuant to the terms of a Deed of Agreement between the Developer, Council and the Minister for Planning and Environment.
- 4 Council acknowledges that the Developer has paid Council contributions in accordance with the following where required to do so :
 - (a) Development Consent, as modified, for Ulan Colliery granted by the Hon. Eric Bedford, Minister for Planning and Environment dated 26 May 1981.
 - (b) Deed of Agreement between Eric Lance Bedford, Minister for Environment and Planning, the Council of the Shire of Mudgee and Ulan Coal Mines Limited executed on or about 6 May 1983.
 - (c) Development Consent, as modified, for Ulan Coal Mine Stage 2 granted by the Hon. Bob Carr, Minister for Planning dated 4 October 1985.
 - (d) Development Consent DA 16/93 and DA 78/93 granted by the Hon. Robert Webster Minister for Planning dated 12 December 1993 for construction and operation of an underground coal mine.
 - (e) Development Consent DA 113-12-98 for extension of underground coal mining operations and construction of associated surface facilities at Ulan Coal Mine granted by the Hon. Andrew Refshauge MP Minister for Urban Affairs and Planning dated 20 December 1999.
 - (f) Deed of Agreement between Ulan Coal Mines Limited and Mudgee Shire Council dated 1 September 2003.
 - (g) Interim Rates Deed between Ulan Coal Mines Limited and Mid-Western Regional Council dated 6 July 2005.
 - (h) Development Consent DA103-5-2005 marked and dated Sydney 2005 granted Ulan Coal Mines Limited by the Hon. Frank Sartor MP Minister for Planning for alterations and additions to the Ulan Coal Mine.
 - (i) Deed of Agreement between Ulan Coal Mines Limited and Mid-Western Regional Council dated 23 March 2007.

Parties to the planning agreement

- 5 The parties to the planning agreement are:
- (a) Ulan Coal Mines Limited ACN 000 189 248 (**Developer**); and
 - (b) Mid-Western Regional Council (**Council**).
- 6 The parties enter into this agreement to give effect to the requirements of Schedule 1 – Condition 16 and Appendix 8 and Appendix 9 of the Approval.

Description of the land the subject of the planning agreement

- 7 The planning agreement applies to the land the subject of the Approval (Land).

Description of the Development

- 8 The development includes:
- (a) Continued operation of Ulan No. 3 underground, to complete longwall mining in the currently approved area;
 - (b) Longwall mining of the North 1 mining area;
 - (c) Longwall mining of the approved Ulan West area via a modified mine layout;
 - (d) Recommencement of open cut operations; including a 239 hectare extension area that adjoins the western boundary of previous open cut mining, previously approved for highwall mining;
 - (e) Continued use and upgrade of approved and existing Coal Handling and Preparation Plants (**CHPP**) and rail loading facilities to cater for an increase in total approved production capacity from 10 to 20 million tonnes per annum (**Mtpa**) product coal; and
 - (f) Continued use of approved and existing surface facilities and ancillary activities and construction and use of new surface facilities and ancillary activities to support the abovementioned operations.
 - (g) Rail refueling and provisioning facilities
 - (h) Provisions for the employment of a workforce of up to 931 employees and contractors

Summary of objectives, nature and effect of the planning agreement

- 9 The planning agreement provides that the Developer will contribute:
- (a) \$3.475 million to a community infrastructure fund; and
 - (b) \$1.05 million towards the maintenance of Cope Road,
- as described in Schedule 2 of the planning agreement (**the Contribution**);
- 10 The objective of the planning agreement is to facilitate the Contribution to the Council. Schedule 2 of the planning agreement details the payment schedule for the Contribution.

Assessment of merits of the planning agreement

The planning purposes served by the planning agreement

- 11 In accordance with section 93F(2) of the Act, the planning agreement fulfils the public purpose of funding recurrent expenditure relating to the provision of public amenities or public services, or other infrastructure within the Council Local Government Area.
- 12 The Council and the Developer have assessed the planning agreement and both hold the view that the provisions of this planning agreement provide a reasonable means of achieving those public purposes.

How the planning agreement promotes the public interest and one or more objects of the Act

- 13 The draft planning agreement promotes the following objects of the Act as set out in section 5 of the Act to encourage:
 - (a) the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment;
 - (b) the provision and co-ordination of community services and facilities; and
 - (c) the protection of the environment, including the protection and conservation of native animals and plants, including threatened species, populations and ecological communities and their habitats.
- 14 The planning agreement promotes the public interest by providing funding to the Council to enable the provision of public services and facilities.

How the planning agreement promotes the Council's Charter

- 15 The draft planning agreement promotes the following elements of the Council's charter:
 - (a) to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those facilities and services are managed efficiently and effectively; and
 - (b) to properly manage, develop, protect, restore, enhance and conserve the environment of the area (including the built environment) for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development.

How the planning agreement promotes one or more of the objects of the *Local Government Act 1993*

- 16 The planning agreement promotes the objects of the LGA 1993 by enhancing Council's ability to provide services and facilities appropriate to the current and future needs of the local community and of the wider public and facilitates the improvement and development of the resources of the Mid-Western Local Government Area.

How the planning agreement conforms with the planning authority's capital works program

- 17 Increased traffic on Cope Road will require additional maintenance of Cope Road which is not currently funded in Council's Works Program. The Developer will make a substantial contribution

to the maintenance works required for the road which will not detract from the adopted priorities of Council's Capital Works Program.

Interpretation of planning agreement

18 This explanatory note is not to be used to assist in construing the planning agreement.

Project Approval

Section 75J of the *Environmental Planning & Assessment Act 1979*

I approve the project application referred to in Schedule 1, subject to the conditions in Schedules 2 to 5.

These conditions are required to:

- prevent, minimise, and/or offset adverse environmental impacts;
- set standards and performance measures for acceptable environmental performance;
- require regular monitoring and reporting; and
- provide for the ongoing environmental management of the project.



The Hon Tony Kelly MLC
Minister for Planning

1.5 NOV 2010

Sydney

2010

SCHEDULE 1

Application Number:	08_0184
Proponent:	Ulan Coal Mines Limited
Approval Authority:	Minister for Planning
Land:	See Appendix 1
Project:	Ulan Continued Operations Project

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DEFINITIONS

Adaptive management	Adaptive management includes monitoring subsidence effects and impacts and, based on the results, modifying the mine plan as mining proceeds to ensure that the effects, impacts and/or associated environmental consequences remain within the predicted and/or designated ranges
Annual review	The review required by Condition 3 of Schedule 5
Approved mine plan	The mine plan depicted in the figure in Appendix 2
ARTC	Australian Rail Track Corporation
BCA	Building Code of Australia
Built features	Includes any building or work erected or constructed on land, and includes dwellings and infrastructure such as any formed road, street, path, walk, or driveway; and pipeline, water, sewer, telephone, gas or other service main
CCC	Community Consultative Committee
CEEC	Critically endangered ecological community as defined under the <i>Threatened Species Conservation Act 1995</i>
Cliff	Continuous rock face, including overhangs, having a minimum height of 10 metres and a slope greater than 66°
Conditions of this approval	Conditions contained in Schedules 2 to 5 inclusive
Council	Mid-Western Regional Council
Day	The period from 7am to 6pm on Monday to Saturday, and 8am to 6pm on Sundays and Public Holidays
DECCW	Department of Environment, Climate Change and Water
Department	Department of Planning
Director-General	Director-General of the Department, or delegate
EA	Environmental assessment titled <i>Ulan Coal Continued Operations Environmental Assessment</i> , dated October 2009; associated response to submissions titled <i>Ulan Coal Continued Operations - Response to Submissions</i> , dated February 2010; and correspondence to the Department of Planning, dated 13 April 2010, 14 May 2010 and 8 September 2010
EEC	Endangered ecological community as defined under the <i>Threatened Species Conservation Act 1995</i>
Environmental consequences	The environmental consequences of subsidence impacts, including: damage to built features; loss of surface water flows to the subsurface; loss of standing pools; adverse water quality impacts; cliff falls; rock falls; damage to Aboriginal heritage sites; impacts on aquatic ecology; and ponding
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i>
EP&A Regulation	<i>Environmental Planning and Assessment Regulation 2000</i>
EPL	Environment Protection Licence issued under <i>POEO Act</i>
Evening	The period from 6pm to 10pm
Feasible	Feasible relates to engineering considerations and what is practical to build or carry out
First workings	Development of the main headings and gateroads in the underground mining area
Heritage Branch	Heritage Branch of the Department
Incident	A set of circumstances that causes or threatens to cause material harm to the environment, and/or breaches or exceeds the limits or performance measures/criteria in this approval
I&I NSW	Department of Industry and Investment, trading as Industry & Investment NSW
Land	In general, the definition of land is consistent with the definition in the EP&A Act. However, in relation to the noise and air quality conditions in Schedules 3 and 4 it means the whole of a lot, or contiguous lots owned by the same landowner, in a current plan registered at the Land Titles Office at the date of this approval
Material harm to the environment	Actual or potential harm to the health or safety of human beings or to ecosystems that is not trivial
Mine water	Water that accumulates within active mining areas, coal reject emplacement areas, tailings dams and infrastructure areas, synonymous with dirty water
Mining operations	Includes the removal of overburden and the extraction, processing, handling, storage and transportation of coal
Minister	Minister for Planning, or delegate
Minor	Small in quantity, size and degree
Mitigation	Activities associated with reducing the impacts of the project
Negligible	Small and unimportant, such as to be not worth considering
Night	The period from 10pm to 7am on Monday to Saturday, and 10pm to 8am on Sundays and Public Holidays
NOW	NSW Office of Water

Offset strategy	The biodiversity conservation and enhancement program described in the EA, and depicted generally in Appendix 4
POEO Act	<i>Protection of the Environment Operations Act 1997</i>
Privately-owned land	Land that is not owned by a public agency or a mining company (or its subsidiary)
Project	The development described in the EA
Proponent	Ulan Coal Mine Limited, or its successors
Reasonable	Reasonable relates to the application of judgement in arriving at a decision, taking into account: mitigation benefits, cost of mitigation versus benefits provided, community views and the nature and extent of potential improvements
Reasonable costs	The costs agreed between the Department and the Proponent for obtaining independent experts to review the adequacy of any aspects of an extraction plan
Rehabilitation	The treatment or management of land disturbed by the project for the purpose of establishing a safe, stable and non-polluting environment, and includes remediation
Remediation	Activities associated with partially or fully repairing the impacts and/or environmental consequences of the project
ROM	Run-of-mine
RTA	Roads and Traffic Authority
Safe, serviceable & repairable	Safe means no danger to users, serviceable means available for its intended use, and repairable means damaged components can be repaired economically
Second workings	Extraction of coal from longwall panels, mini-wall panels or pillar extraction
Site	The land to which the project application applies, as listed in Appendix 1
Statement of commitments	The Proponent's commitments in Appendix 9
Steep slopes	An area of land having a natural gradient of between 33° and 66°
Subsidence	The totality of subsidence effects and impacts and their associated environmental consequences
Subsidence effects	Deformation of the ground mass due to mining, including all mining-induced ground movements, including both vertical and horizontal displacement, tilt, strain and curvature
Subsidence impacts	Physical changes to the ground and its surface caused by subsidence effects, including tensile and shear cracking of the rock mass, localised buckling of strata caused by valley closure and upsidence and surface depressions or troughs

SCHEDULE 2 ADMINISTRATIVE CONDITIONS

OBLIGATION TO MINIMISE HARM TO THE ENVIRONMENT

1. The Proponent shall implement all reasonable and feasible measures to prevent and/or minimise any material harm to the environment that may result from the construction, operation or rehabilitation of the project.

TERMS OF APPROVAL

2. The Proponent shall carry out the project generally in accordance with the:
 - (a) EA;
 - (b) statement of commitments; and
 - (c) conditions of this approval.

Notes:

- *The general layout of the project is shown in Appendix 2; and*
- *The statement of commitments is reproduced in Appendix 9.*

3. If there is any inconsistency between the above documents, the most recent document shall prevail to the extent of the inconsistency. However, the conditions of this approval shall prevail to the extent of any inconsistency.
4. The Proponent shall comply with any reasonable requirement/s of the Director-General arising from the Department's assessment of:
 - (a) any reports, strategies, plans, programs, reviews, audits or correspondence that are submitted in accordance with this approval; and
 - (b) the implementation of any actions or measures contained in these documents.

LIMITS ON APPROVAL

5. The Proponent may carry out mining operations on the site until 30 August 2031.

Note: Under this approval, the Proponent is required to rehabilitate the site and carry out additional undertakings to the satisfaction of both the Director-General and the Director-General of I&I NSW. Consequently, this approval will continue to apply in all other respects - other than the right to conduct mining operations - until the rehabilitation of the site and these additional undertakings have been carried out satisfactorily.

6. The Proponent shall not:
 - (a) extract more than 4.1 million tonnes of ROM coal from the open cut mining operations on site in a calendar year; and
 - (b) export more than 20 million tonnes of coal from the site in a calendar year.
7. The Proponent shall ensure that:
 - (a) all product coal is transported from the site by rail;
 - (b) no product coal is transported to the west of the site on the Tallawang to Wallerawang rail corridor; and
 - (c) no more than 10 laden trains leave the site each day.

SURRENDER OF CONSENTS

8. By the end of December 2011, or as otherwise agreed by the Director-General, the Proponent shall surrender all existing development consents for the site (apart from DA 113-12-98) in accordance with Section 104A of the EP&A Act.
9. Within 3 months of the completion of longwalls 26, West 2, and West 3, the Proponent shall surrender DA 113-12-98 in accordance with Section 104A of the EP&A Act.

Note: To identify the longwalls referred to in this condition, see the figures in Appendix 2.

10. Prior to the surrender of the consents referred to in Conditions 8 and 9 above, the conditions of this approval shall prevail to the extent of any inconsistency with the conditions of these consents.

STRUCTURAL ADEQUACY

11. The Proponent shall ensure that all new buildings and structures, and any alterations or additions to existing buildings and structures, are constructed in accordance with the relevant requirements of the BCA.

Notes:

- *Under Part 4A of the EP&A Act, the Proponent is required to obtain construction and occupation certificates for the proposed building works; and*
- *Part 8 of the EP&A Regulation sets out the requirements for the certification of the project.*

DEMOLITION

12. The Proponent shall ensure that all demolition work is carried out in accordance with *Australian Standard AS 2601-2001: The Demolition of Structures*, or its latest version.

OPERATION OF PLANT AND EQUIPMENT

13. The Proponent shall ensure that all the plant and equipment used on site, or to transport coal from the site, is:
 - (a) maintained in a proper and efficient condition; and
 - (b) operated in a proper and efficient manner.

STAGED SUBMISSION OF ANY STRATEGY, PLAN OR PROGRAM

14. With the approval of the Director-General, the Proponent may submit any strategy, plan or program required by this approval on a progressive basis.

Note: While any strategy, plan or program may be submitted on a progressive basis, the Proponent will need to ensure that the existing operations of the site are covered by suitable strategies, plans or programs at all times.

15. The Proponent shall continue to implement the existing strategies, plans or programs that apply to any development on site until they are replaced by an equivalent strategy, plan or program approved under this approval.

PLANNING AGREEMENT

16. By the end of June 2011, unless otherwise agreed by the Director-General, the Proponent shall enter into a planning agreement with Council in accordance with:
 - (a) Division 6 of Part 4 of the EP&A Act; and
 - (b) the terms of the Proponent's offer dated 11 November 2010, which is summarised in the Table in Appendix 8.
-

**SCHEDULE 3
ENVIRONMENTAL PERFORMANCE CONDITIONS**

ACQUISITION UPON REQUEST

1. Upon receiving a written request for acquisition from an owner of the land listed in Table 1, the Proponent shall acquire the land in accordance with the procedures in Conditions 6 - 7 of Schedule 4.

Table 1: Land subject to acquisition upon request

Noise	Subsidence
93 - Rostherine Pty Ltd	80 – "Broken Back"
274 - North-Eastern Wiradjuri Community Fund Ltd	

Note: To interpret the locations referred to in Table 1, see the figure in Appendix 3.

The acquisition requirements in this condition do not apply to any of the land in the first column of Table 1 if it is subsequently rezoned for industrial development.

NOISE

Noise Criteria

2. Except for the noise-affected land referred to in Table 1, the Proponent shall ensure that the noise generated by the project does not exceed the criteria in Table 2 at any residence on privately-owned land or on more than 25 percent of any privately-owned land.

Table 2: Noise Criteria dB(A)

Location	Day	Evening	Night	
	<i>L_{Aeq} (15 min)</i>	<i>L_{Aeq} (15 min)</i>	<i>L_{Aeq} (15 min)</i>	<i>L_{A1} (1 min)</i>
254	38	38	37	45
57	37	37	36	45
7	36	36	36	45
All privately-owned land	35	35	35	45
Ulan Public School		35 (internal) When in use		-
Ulan Anglican Church		40 (internal)		
Ulan Catholic Church		40 (internal) When in use		-

Notes:

- To identify the locations referred to in Table 2, see figure in Appendix 3; and
- Noise generated by the project is to be measured in accordance with the relevant procedures and exemptions (including certain meteorological conditions) of the NSW Industrial Noise Policy.

However, these criteria do not apply if the Proponent has a written agreement with the relevant landowner to exceed the criteria, and the Proponent has advised the Department in writing of the terms of this agreement.

Noise Acquisition Criteria

3. If the noise generated by the project exceeds the criteria in Table 3 at any residence on privately-owned land or on more than 25 percent of any privately-owned land, then upon receiving a written request for acquisition from the landowner, the Proponent shall acquire the land in accordance with the procedures in Conditions 6 - 7 of Schedule 4.

*Table 3: Noise acquisition criteria dB(A) *L_{Aeq} (15min)**

Location	Day	Evening	Night
All privately-owned land	40	40	40

Notes:

- Noise generated by the project is to be measured in accordance with the relevant procedures and exemptions (including certain meteorological conditions) of the NSW Industrial Noise Policy.
- For this condition to apply, the exceedances of the criteria must be systemic.

Cumulative Noise Criteria

4. Except for the noise-affected land referred to in Table 1, the Proponent shall implement all reasonable and feasible measures to ensure that the noise generated by the project combined with the noise generated by other mines in the area does not exceed the criteria in Table 4 at any residence on privately-owned land or on more than 25 percent of any privately-owned land.

Table 4: Cumulative noise criteria dB(A) L_{Aeq} (period)

Location	Day	Evening	Night
All privately-owned land	50	45	40

Note: Cumulative noise is to be measured in accordance with the relevant requirements, and exemptions (including certain meteorological conditions), of the NSW Industrial Noise Policy.

Cumulative Noise Acquisition Criteria

5. If the noise generated by the project combined with the noise generated by other mines in the area exceeds the criteria in Table 5 at any residence on privately-owned land or on more than 25 percent of any privately-owned land, then upon receiving a written request for acquisition from the landowner, the Proponent shall acquire the land on as equitable basis as possible with the relevant mines in accordance with the procedures in Conditions 6-7 of Schedule 4.

Table 5: Cumulative noise land acquisition criteria dB(A) L_{Aeq} (period)

Location	Day	Evening	Night
All privately-owned land	55	50	45

Note:

- Cumulative noise is to be measured in accordance with the relevant requirements, and exemptions (including certain meteorological conditions), of the NSW Industrial Noise Policy; and
- For this condition to apply, the exceedances of the criteria must be systemic.

Additional Noise Mitigation Measures

6. Upon receiving a written request from the owner of any residence:
- on the land listed in Tables 1 or 6; or
 - on privately-owned land where subsequent noise monitoring shows that the noise generated by the project is greater than or equal to L_{Aeq} (15 minute) 38 dB(A) on a systemic basis,
- the Proponent shall implement additional noise mitigation measures (such as double glazing, insulation, and/or air conditioning) at the residence in consultation with the owner. These measures must be reasonable and feasible.

If within 3 months of receiving this request from the owner, the Proponent and the owner cannot agree on the measures to be implemented, or there is a dispute about the implementation of these measures, then either party may refer the matter to the Director-General for resolution.

Table 6: Land where additional noise mitigation is available at the residence upon request

Location	Receiver
254	Geoffrey Mitchell & Mary Mitchell

Note: To identify the locations referred to in Table 6, see the figure in Appendix 3.

Rail Noise

7. The Proponent shall seek to ensure that its rail spur is only accessed by locomotives that are approved to operate on the NSW rail network in accordance with noise limits L6.1 to L6.4 in RailCorp's EPL (No. 12208) and ARTC's EPL (No. 3142) or a Pollution Control Approval issued under the former *Pollution Control Act 1970*.

Operating Conditions

8. The Proponent shall:
- implement best practice noise management, including all reasonable and feasible noise mitigation measures to minimise the operational, low frequency, rail, and road traffic noise generated by the project;
 - regularly assess the real-time noise monitoring and meteorological forecasting data and relocate, modify, and/or stop operations on site to ensure compliance with the relevant conditions of this approval; and

- (c) co-ordinate the noise management on site with the noise management at Moolarben and Wilpinjong mines to minimise the cumulative noise impacts of the mines, to the satisfaction of the Director-General.

Noise Management Plan

9. The Proponent shall prepare and implement a Noise Management Plan for the project to the satisfaction of the Director-General. This plan must:
- be prepared in consultation with DECCW and Council, and submitted to the Director-General for approval by the end of March 2011;
 - describe the noise mitigation measures that would be implemented to ensure compliance with the relevant conditions of this approval, including a real-time noise management system that employs both reactive and proactive mitigation measures;
 - include a noise monitoring program that:
 - uses a combination of real-time and supplementary attended monitoring to evaluate the performance of the project; and
 - includes a protocol for determining exceedances of the relevant conditions of this approval;
 - include a protocol that has been prepared in consultation with the owners of the Moolarben and Wilpinjong mines for minimising and managing the cumulative noise impacts of the mines.

BLASTING

Blasting Criteria

10. The Proponent shall ensure that the blasting on site does not cause exceedances of the criteria in Table 7.

Table 7: Blast impact criteria

Location	Airblast overpressure (dB(Lin Peak))	Ground vibration (mm/s)	Allowable exceedance
Residence on privately-owned land	115	5	5% of the total number of blasts over a period of 12 months
	120	10	0%
Heritage Sites on site	133	10	0%

Note: To identify the relevant heritage sites referred to in this condition, see the figure in Appendix 7.

Blasting Hours

11. The Proponent shall only carry out blasting on site between 9am and 5pm Monday to Saturday inclusive. No blasting is allowed on Sundays, public holidays, or at any other time without the written approval of Director-General.

Blasting Frequency

12. The Proponent shall not carry out more than 1 blast a day on site, unless an additional blast is required following a blast misfire.

Note: A blast may involve a number of explosions within a short period, typically less than two minutes.

Property Inspections

13. If the Proponent receives a written request from the owner of any privately-owned land within 2 kilometres of the approved open cut mining pit on site for a property inspection to establish the baseline condition of any buildings and/or structures on their land, or to have a previous property inspection report updated, then within 2 months of receiving this request the Proponent shall:
- commission a suitably qualified, experienced and independent person, whose appointment has been approved by the Director-General, to:
 - establish the baseline condition of the buildings and/or structures on the land or update the previous property inspection report; and
 - identify any measures that should be implemented to minimise the potential blasting impacts of the project on these buildings and/or structures; and
 - give the landowner a copy of the new or updated property inspection report.

Property Investigations

14. If the owner of any privately-owned land claims that the buildings and/or structures on his/her land have been damaged as a result of blasting on site, then within 2 months of receiving this claim the Proponent shall:
- commission a suitably qualified, experienced and independent person, whose appointment has been approved by the Director-General, to investigate the claim; and
 - give the landowner a copy of the property investigation report.

If this independent property investigation confirms the landowner's claim, and both parties agree with these findings, then the Proponent shall repair the damages to the satisfaction of the Director-General.

If the Proponent or landowner disagrees with the findings of the independent property investigation, then either party may refer the matter to the Director-General for resolution.

Operating Conditions

15. The Proponent shall
- implement best blasting management practice on site to:
 - protect the safety of people and livestock in the surrounding area;
 - protect public or private property in the surrounding area; and
 - minimise the dust and fume emissions of the blasting;
 - co-ordinate the blasting on site with the of blasting at the Moolarben and Wilpinjong mines to minimise the cumulative blasting impacts of the mines; and
 - operate a suitable system to enable the public to get up-to-date information on the proposed blasting schedule on site, to the satisfaction of the Director-General.

Blast Management Plan

16. The Proponent shall prepare and implement a Blast Management Plan for the project to the satisfaction of the Director-General. This plan must:
- be prepared in consultation with DECCW and Council, and submitted to the Director-General for approval by the end of March 2011;
 - describe the blast mitigation measures that would be implemented to ensure compliance with the relevant conditions of this approval;
 - describe the measures that would be implemented to ensure the public can get up-to-date information on the proposed blasting schedule on site;
 - include a blast monitoring program to evaluate the performance of the project; and
 - include a protocol that has been prepared in consultation with the owners of the Moolarben and Wilpinjong mines for minimising and managing the cumulative blasting impacts of the mines.

AIR QUALITY & GREENHOUSE GAS

Odour

17. The Proponent shall ensure that no offensive odours are emitted from the site, as defined under the POEO Act.

Greenhouse Gas Emissions

18. The Proponent shall implement all reasonable and feasible measures to minimise the release of greenhouse gas emissions from the site to the satisfaction of the Director-General.

Air Quality Criteria

19. The Proponent shall ensure that all reasonable and feasible avoidance and mitigation measures are employed so that the particulate emissions generated by the project do not exceed the criteria listed in Tables 8, 9 and 10 at any residence on privately-owned land or on more than 25 percent of any privately-owned land.

Table 8: Long term criteria for particulate matter

<i>Pollutant</i>	<i>Averaging period</i>	<i>^dCriterion</i>
Total suspended particulate (TSP) matter	Annual	^a 90 µg/m ³
Particulate matter < 10 µm (PM ₁₀)	Annual	^a 30 µg/m ³

Table 9: Short term criterion for particulate matter

Pollutant	Averaging period	^d Criterion
Particulate matter < 10 µm (PM ₁₀)	24 hour	^a 50 µg/m ³

Table 10: Long term criteria for deposited dust

Pollutant	Averaging period	Maximum increase in deposited dust level	Maximum total ^d deposited dust level
^c Deposited dust	Annual	^b 2 g/m ² /month	^a 4 g/m ² /month

Notes for Tables 8 -10:

- ^a Total impact (i.e. incremental increase in concentrations due to the project plus background concentrations due to other sources);
- ^b Incremental impact (i.e. incremental increase in concentrations due to the project on its own);
- ^c Deposited dust is to be assessed as insoluble solids as defined by Standards Australia, AS/NZS 3580.10.1:2003: Methods for Sampling and Analysis of Ambient Air - Determination of Particulate Matter - Deposited Matter - Gravimetric Method; and
- ^d Excludes extraordinary events such as bushfires, prescribed burning, dust storms, sea fog, fire incidents, illegal activities or any other activity agree to by the Director-General in consultation with DECCW.

Air Quality Acquisition Criteria

20. If the particulate matter emissions generated by the project exceed the criteria in Tables 11, 12, and 13 at any residence on privately-owned land or on more than 25 percent of any privately owned land, then upon receiving a written request for acquisition from the landowner the Proponent shall acquire the land in accordance with the procedures in Conditions 6 - 7 of Schedule 4.

Table 11: Long term acquisition criteria for particulate matter

Pollutant	Averaging period	^d Criterion
Total suspended particulate (TSP) matter	Annual	^a 90 µg/m ³
Particulate matter < 10 µm (PM ₁₀)	Annual	^a 30 µg/m ³

Table 12: Short term acquisition criteria for particulate matter

Pollutant	Averaging period	^d Criterion
Particulate matter < 10 µm (PM ₁₀)	24 hour	^a 150 µg/m ³
Particulate matter < 10 µm (PM ₁₀)	24 hour	^b 50 µg/m ³

Table 13: Long term acquisition criteria for deposited dust

Pollutant	Averaging period	Maximum increase in deposited dust level	Maximum total deposited dust level
^c Deposited dust	Annual	^b 2 g/m ² /month	^a 4 g/m ² /month

Notes for Tables 11 - 13:

- ^a Total impact (i.e. incremental increase in concentrations due to the project plus background concentrations due to other sources);
- ^b Incremental impact (i.e. incremental increase in concentrations due to the project on its own);
- ^c Deposited dust is to be assessed as insoluble solids as defined by Standards Australia, AS/NZS 3580.10.1:2003: Methods for Sampling and Analysis of Ambient Air - Determination of Particulate Matter - Deposited Matter - Gravimetric Method; and
- ^d Excludes extraordinary events such as bushfires, prescribed burning, dust storms, sea fog, fire incidents, illegal activities or any other activity agree to by the Director-General in consultation with DECCW.

Operating Conditions

21. The Proponent shall:
- implement best practice air quality management on site, including all reasonable and feasible measures to minimise the off-site odour, fume and dust emissions generated by the project, including those generated by any spontaneous combustion on site,
 - minimise any visible air pollution generated by the project; and

- (c) regularly assess the real-time air quality monitoring and meteorological forecasting data, and relocate, modify and/or stop operations on site to ensure compliance with the relevant conditions of this approval; and
- (d) co-ordinate air quality management on site with the air quality management at the Moolarben and Wilpinjong mines to minimise the cumulative air quality impacts of the mines, to the satisfaction of the Director-General.

Air Quality & Greenhouse Gas Management Plan

22. The Proponent shall prepare and implement a detailed Air Quality & Greenhouse Gas Management Plan for the project to the satisfaction of the Director-General. This plan must:
- (a) be prepared in consultation with DECCW and Council, and submitted to the Director-General for approval by the end of March 2011;
 - (b) describe the measures that would be implemented to ensure compliance with the relevant conditions of this approval, including a real-time air quality management system that employs reactive and proactive mitigation measures; and
 - (c) include an air quality monitoring program, that uses a combination of real-time monitors, high volume samplers and dust deposition gauges to evaluate the performance of the project, and includes a protocol for determining exceedances with the relevant conditions of this approval.

METEOROLOGICAL MONITORING

23. During the life of the project, the Proponent shall ensure that there is a suitable meteorological station operating in the vicinity of the site that:
- (a) complies with the requirements in the *Approved Methods for Sampling of Air Pollutants in New South Wales* guideline; and
 - (b) is capable of continuous real-time measurement of temperature lapse rate in accordance with the *NSW Industrial Noise Policy*.

SUBSIDENCE

Performance Measures

24. The Proponent shall ensure that the project does not cause any exceedances of the performance measures in Table 14.

Table 14: Subsidence Performance Measures

Water	
Ulan, Mona & Cockabutta Creeks	No greater environmental consequences than predicted in the EA
Biodiversity	
Threatened species, populations, habitat or ecological communities	Negligible impact
Land	
Cliffs in the Brokenback Conservation Area	Nil environmental consequences
Other cliffs	Minor environmental consequences
Heritage	
Aboriginal sites	Nil impact in the Brokenback Conservation Area, Grinding Groove Conservation Areas; and on Mona Creek/Cockabutta Creek Rock Shelter Sites
Talbragar Fish Fossil Reserve	Negligible impact
Other Heritage Sites	No greater impact than predicted in the EA
Built Features	
All built features	Safe, serviceable and repairable unless the owner agrees otherwise in writing
Public Safety	
Public Safety	No additional risk due to mining

Notes:

- *The Proponent will be required to define more detailed performance indicators for each of these performance measures in the various management plans that are required under this approval; and*
- *For reference purposes, the heritage sites referred to in Table 14 are depicted in the figures in Appendices 6 & 7.*

First Workings

25. The Proponent shall not carry out any first workings on site that are inconsistent with the approved mine plan without the written approval of the Director-General.

Extraction Plan

26. The Proponent shall prepare and implement an Extraction Plan for all second workings on site to the satisfaction of the Director-General. These plans must:
- (a) be prepared by a team of suitably qualified and experienced persons whose appointment has been endorsed by the Director-General;
 - (b) be approved by the Director-General before the Proponent carries out any of the second workings covered by the plan;
 - (c) include detailed plans of the proposed second workings and any associated surface development;
 - (d) include detailed performance indicators for each of the performance measures in Table 14;
 - (e) provide revised predictions of the potential subsidence effects, subsidence impacts and environmental consequences of the proposed second workings, incorporating any relevant information obtained since this approval;
 - (f) describe the measures that would be implemented to ensure compliance with the performance measures in Table 14, and remediate any predicted impacts and/or environmental consequences;
 - (g) include the following to the satisfaction of I&I NSW:
 - a subsidence monitoring program to:
 - provide data to assist with the management of the risks associated with subsidence;
 - validate the subsidence predictions; and
 - analyse the relationship between the subsidence effects and impacts under the Extraction Plan and any ensuing environmental consequences;
 - a Built Features Management Plan, which has been prepared in consultation with the owner/s of any relevant features, to manage the potential subsidence impacts and/or environmental consequences of the proposed second workings on these features;
 - a Public Safety Management Plan to ensure public safety in the mining area;
 - a revised Rehabilitation Management Plan; and
 - (h) include:
 - revised Water, Biodiversity, and Heritage Management Plans for the project, which specifically provide for the management of any potential subsidence impacts and/or environmental consequences of the proposed second workings;
 - a Land Management Plan that has been prepared in consultation with relevant landowners, which provides for the management of the potential impacts and/or environmental consequences of the proposed second workings on land in general; and
 - a program to collect sufficient baseline data for future Extraction Plans.

This condition does not apply to the second workings for longwalls 26, West 2 and West 3 which are covered by an existing Subsidence Management Plan.

Note: To identify the longwalls referred to in this condition, see the relevant figure in Appendix 2.

Payment of Reasonable Costs

27. The Proponent shall pay all reasonable costs incurred by the Department to engage suitably qualified, experienced and independent persons to review the adequacy of any aspect of the Extraction Plan.

SOIL & WATER

Water Licences

28. The Proponent shall obtain all necessary water licences for the project under the *Water Act 1912* or the *Water Management Act 2000*.

Baseflow Offsets

29. The Proponent shall offset the loss of any baseflow to the surrounding watercourses and/or associated creeks caused by the project to the satisfaction of the Director-General.

Notes:

- *This condition does not apply if the baseflow losses are negligible.*
- *Offsets should be provided via the retirement of adequate water entitlements to account for the loss attributable to the project.*
- *The Proponent is not required to provide additional baseflow offsets where such offsets have already been provided under previous consents or approvals.*

Compensatory Water Supply

30. The Proponent shall provide a compensatory water supply to any owner of privately-owned land whose water entitlements are adversely impacted (other than an impact that is negligible) as a result of the project, in consultation with NOW, and to the satisfaction of the Director-General.

The compensatory water supply measures must provide an alternative long-term supply of water that is equivalent to the loss attributed to the project. Equivalent water supply must be provided (at least on an interim basis) within 24 hours of the loss being identified.

If the Proponent and the landowner cannot agree on the measures to be implemented, or there is a dispute about the implementation of these measures, then either party may refer the matter to the Director-General for resolution.

If the Proponent is unable to provide an alternative long-term supply of water, then the Proponent shall provide alternative compensation to the satisfaction of the Director-General.

Surface Water Discharges

31. The Proponent shall ensure that all surface water discharges from the site comply with the discharge limits (both volume and quality) set for the project in any EPL.

Remediation of the Goulburn River Diversion

32. The Proponent shall remediate the Goulburn River Diversion to the satisfaction of the Director-General, in general accordance with the proposed strategy in the EA.

Water Supply to "The Drip"

33. The Proponent shall ensure that the project has no impact on the water supply to the "Drip".

Water Management Plan

34. The Proponent shall prepare and implement a Water Management Plan for the project to the satisfaction of the Director-General. This plan must:

- (a) be prepared in consultation with DECCW, NOW, I&I NSW and Council by suitably qualified and experienced persons whose appointment has been approved by the Director-General;
- (b) be submitted to the Director-General for approval by the end of March 2011; and
- (c) include:
 - a Site Water Balance;
 - the Goulburn River Diversion Remediation Plan;
 - an Erosion and Sediment Control Plan;
 - a Surface Water Monitoring Program;
 - a Groundwater Monitoring Program; and
 - a Surface and Ground Water Response Plan.

35. The Site Water Balance must:

- (a) include details of:
 - sources and security of water supply;
 - water use on site;
 - water management on site;
 - off-site water transfers; and
- (b) describe what measures would be implemented to minimise potable water use on site.

36. Goulburn River Diversion Remediation Plan must include:

- (a) geomorphic and geotechnical assessment of the existing diversion;
- (b) assessment of flood hydraulics of the existing diversion;
- (c) staging and timing of remediation works;
- (d) detailed design of bed and bank remediation works;
- (e) revegetation and rehabilitation methods;
- (f) a program to monitor surface water flows, quality, stream health and channel stability; and
- (g) an implementation program.

37. The Erosion and Sediment Control Plan must:

- (a) be consistent with the requirements of the *Managing Urban Stormwater: Soils and Construction Manual* (Landcom 2004, or its latest version);
- (b) identify activities that could cause soil erosion and generate sediment;
- (c) describe measures to minimise soil erosion and the potential for the transport of sediment to downstream waters;
- (d) describe the location, function, and capacity of erosion and sediment control structures; and
- (e) describe what measures would be implemented to maintain the structures over time.

38. The Surface Water Monitoring Program must include:

- (a) detailed baseline data on surface water flows and quality in creeks and other waterbodies that could be affected by the project (including the Goulburn River, Talbragar River, Spring Gully, Ulan Creek, Bobadeen Creek, Curra Creek, Mona Creek and Cockbutta Creek);

- (b) surface water quality and stream health assessment criteria, including trigger levels for investigating any potentially adverse surface water impacts; and
- (c) a program to monitor:
 - surface water flows, quality, and impacts on water users;
 - stream health; and
 - channel stability,
 in the Goulburn River, Talbragar River, Spring Gully, Ulan Creek, Bobadeen Creek, Curra Creek, Mona Creek and Cockbutta Creek.

39. The Groundwater Monitoring Program must include:
- (a) detailed baseline data of groundwater levels, yield and quality in the region, and particularly any groundwater bores, springs and seeps (including spring and seep fed dams) that may be affected by mining operations on site;
 - (b) a program to augment the baseline data over the life of the project;
 - (c) groundwater assessment criteria, including trigger levels for investigating any potentially adverse groundwater impacts;
 - (d) a program to monitor and/or validate
 - groundwater inflows to the open cut and underground mining operations;
 - the impacts of the project on:
 - the alluvial, Triassic, coal seam and interburden aquifers;
 - base flows to the Goulburn and Talbragar Rivers and associated creeks;
 - any groundwater bores, springs and seeps on privately-owned land;
 - the "Drip"; and
 - riparian vegetation along the Goulburn and Talbragar Rivers and associated creeks; and
 - the seepage/leachate from any tailings dams, water storages or backfilled voids on site; and
 - (e) a program to validate the groundwater model for the project, and calibrate it to site specific conditions.

Note: The program to monitor and/or validate the impacts of the project on the "Drip" will need to be prepared and implemented in collaboration with the owners of the Moolarben coal mine.

40. The Surface and Ground Water Response Plan must describe what measures and/or procedures would be implemented to:
- (a) respond to any exceedances of the surface water, stream health, and groundwater assessment criteria;
 - (b) offset the loss of any base flow to the Goulburn and/or Talbragar Rivers and/or associated creeks caused by the project;
 - (c) compensate landowners of privately-owned land whose water supply is adversely affected by the project; and
 - (d) mitigate and/or offset any adverse impacts on riparian vegetation.

BIODIVERSITY

Biodiversity Offset

41. The Proponent shall implement the offset strategy outlined in Table 15, described in the EA, and shown conceptually in the figure in Appendix 4 to the satisfaction of the Director-General.

Table 15: Biodiversity Offset Strategy

	Clearing, Removal and/or Disturbance	Offset Areas		
		Spring Gully Cliffline Management Area	Brokenback Conservation Area	Bobadeen Vegetation Offset Area
Native Vegetation (ha)	408	211	58	753
EEC / CEEC (ha)	69	-	-	239
Cliffline (km)	11.7	9	3	-

42. The Proponent shall ensure that a minimum area of 244 hectares within the Bobadeen Vegetation Offset Area includes the re-establishment and/or improvement of:
- (a) significant and/or threatened plant communities, including:
 - White Box Woodland;
 - Blakely's Red Gum Open Forest; and
 - (b) significant and/or threatened plant communities; and
 - (c) habitat for significant and/or threatened animal species.

Long Term Security of Offset

43. By the end of December 2011, the Proponent shall make suitable arrangements to provide appropriate long term security for the Bobadeen Vegetation Offset Area, the Bobadeen East Area, the Brokenback Conservation Area and the Spring Gully Cliffline Management Area to the satisfaction of the Director-General.

Biodiversity Management Plan

44. The Proponent shall prepare and implement a Biodiversity Management Plan for the project to the satisfaction of the Director-General. This plan must:
- (a) be prepared in consultation with DECCW and Council and submitted to the Director-General for approval by the end of December 2011;
 - (b) describe how the implementation of the offset strategy would be integrated with the overall rehabilitation of the site (see below);
 - (c) include:
 - a description of the short, medium, and long term measures that would be implemented to:
 - implement the offset strategy; and
 - manage the remnant vegetation and habitat, both on site and in the offset areas;
 - detailed performance and completion criteria for the implementation of the offset strategy;
 - a detailed description of the measures that would be implemented over the next 3 years, including the procedures to be implemented for:
 - implementing revegetation and regeneration within the offset areas, including the establishment of canopy, sub-canopy (if relevant), understorey and ground strata;
 - protecting vegetation and soil outside the disturbance areas;
 - rehabilitating creeks and drainage lines on the site (both inside and outside the disturbance areas), to ensure no net loss of stream length and aquatic habitat;
 - managing salinity;
 - undertaking pre-clearance surveys;
 - managing impacts on fauna;
 - landscaping the site, and particularly the land adjoining public roads, to minimise visual and lighting impacts;
 - collecting and propagating seed;
 - salvaging and reusing material from the site for habitat enhancement;
 - propagating threatened flora and native grassland (including *Acacia ausfeldii*);
 - controlling weeds and feral pests;
 - managing grazing and agriculture on site;
 - controlling access; and
 - bushfire management;
 - a program to monitor the effectiveness of these measures, and progress against the performance and completion criteria; and
 - details of who would be responsible for monitoring, reviewing, and implementing the plan.

Conservation Bond

45. Within 6 months of the approval of the Biodiversity Management Plan (see above), the Proponent shall lodge a conservation bond with the Department to ensure that the offset strategy is implemented in accordance with the performance and completion criteria of the Biodiversity Management Plan. The sum of the bond shall be determined by:
- (a) calculating the full cost of implementing the offset strategy; and
 - (b) employing a suitably qualified quantity surveyor to verify the calculated costs, to the satisfaction of the Director-General.

If the offset strategy is implemented to the satisfaction of the Director-General, the Director-General will release the conservation bond.

If the offset strategy is not implemented to the satisfaction of the Director-General, the Director-General will call in all or part of the conservation bond, and arrange for the satisfactory implementation of the offset strategy.

HERITAGE

Long Term Security of Proposed Conservation Areas

46. By the end of December 2011, the Proponent shall make suitable arrangements to provide appropriate long term security for the two Grinding Groove Conservation Areas to the satisfaction of the Director-General.

Note: For reference purposes, these areas are depicted in the figure in Appendix 6.

Heritage Management Plan

47. The Proponent shall prepare and implement Heritage Management Plan for the project to the satisfaction of the Director-General. This plan must:
- (a) be prepared in consultation with DECCW, the Aboriginal community, the Heritage Branch, Council, any local historical organisations and relevant landowners;
 - (b) be submitted to the Director-General for approval by the end of March 2011;

- (c) include the following in relation to Aboriginal heritage management on site:
 - a detailed plan of management for the Brokenback Conservation Area and the two Grinding Groove Conservation Areas;
 - program/procedures for:
 - recording, salvaging, excavating and/or managing the Aboriginal sites and potential archaeological deposits within the project disturbance area;
 - conserving, managing, and monitoring the Aboriginal sites outside the project disturbance area, including the 11 rock shelters located adjacent to Mona and Cockabutta Creeks, 27 rock shelter within the Brokenback Conservation Area and 4 groove sites within the two Grinding Groove Conservation Areas;
 - managing the discovery of any new Aboriginal objects or skeletal remains during the project;
 - maintaining and managing access to archaeological sites by the Aboriginal community; and
 - ongoing consultation and involvement of the Aboriginal communities in the conservation and management of Aboriginal cultural heritage on the site.
- (d) include the following for the management of other heritage on site:
 - conservation management plans for the Old Ulan Village and Bobadeen Homestead;
 - program/procedures for:
 - photographic and archival recording of potentially affected heritage items;
 - making the conservation management plans and photographic and archival recording publicly available once they are completed;
 - protection and monitoring of heritage items outside the project disturbance area;
 - baseline dilapidation surveys of all heritage items potentially affected by subsidence and/or blasting;
 - monitoring, notifying and managing the effects of subsidence and/or blasting on potentially affected heritage items; and
 - additional archaeological excavation and/or recording of any significant heritage items requiring demolition.

TRANSPORT

Monitoring of Coal Transport

48. The Proponent shall:
- (a) keep accurate records of the:
 - amount of coal transported from the site (on a monthly basis); and
 - the date and time of each train movement from the site; and
 - (b) make these records publicly available on its website at the end of each calendar year.

Operating Conditions

49. The Proponent shall:
- (a) schedule shift changes on site to occur outside the school bus hours;
 - (b) notify Council of any changes to the shifts on site;
 - (c) co-ordinate the shift changes on site with the shift changes of the adjoining Moolarben and Wilpinjong mines to minimise the cumulative traffic impacts of the three mines; and
 - (d) implement all reasonable and feasible measures to minimise the project's contribution to the traffic on Ulan Road,
- to the satisfaction of the Director-General.

Ulan Road Strategy

50. By the end of December 2011, unless the Director-General directs otherwise, the Proponent shall prepare to the satisfaction of the Director-General a strategy for the upgrade and maintenance of Ulan Road between Mudgee and the entrance to the underground surface facilities at the Ulan mine over the next 21 years.

This strategy must be prepared in conjunction with the owners of both the Moolarben and Wilpinjong mines, and the cost of preparing the strategy should be shared equally between the Proponent and the owners of these mines.

The strategy must:

- (a) be prepared by a suitably qualified, experienced and independent person whose appointment has been endorsed by the Director-General;
- (b) be prepared in consultation with both the RTA and Council;
- (c) determine the design standard of the relevant section of road (and any associated intersections) to the satisfaction of the RTA (based on the relevant road design guideline(s));
- (d) identify the works required to upgrade the road to the designated design standard;
- (e) estimate the cost of these works and the likely annual costs for maintaining the upgraded road;

- (f) identify any measures that could be implemented to reduce the amount of mine traffic on the road, such as providing long-term parking in Mudgee to support increased car pooling, and the likely cost of implementing these measures;
- (g) identify any measures that could be implemented to minimise the traffic noise impacts of mine traffic on Ulan Road on adjoining residences, and the likely cost of implementing these measures;
- (h) include a detailed program for the proposed upgrade and maintenance of the road, implementation of traffic noise mitigation measures, and implementation of any works to support efforts to reduce the amount of mine traffic on the road;
- (i) calculate what each mine and the Council shall contribute towards the implementation of the detailed program outlined in (h) above, including consideration of:
 - the likely traffic generated by each mine as a proportion of the total traffic on the road;
 - any mine contributions that have been made towards the upgrading of the road in recent years; and
 - any relevant planning agreements that deal with the funding or maintenance of roads in the Mid-Western LGA; and
- (j) include a detailed contributions plan for the three mines and the Council to support the implementation of the detailed program described in (h) above.

If there is any dispute between the various parties involved in either the preparation or the implementation of the strategy, then any of the parties may refer the matter to the Director-General for resolution.

- 51. Once the Ulan Road Strategy has been approved by the Director-General, the Proponent shall contribute towards the implementation of the strategy in accordance with the detailed contributions plan in the strategy.

VISUAL

Visual Amenity and Lighting

- 52. The Proponent shall:
 - (a) minimise the visual impacts, and particularly the off-site lighting impacts, of the main infrastructure area and associated ancillary surface works;
 - (b) take all practicable measures to further mitigate off-site lighting impacts from the project; and
 - (c) ensure that all external lighting associated with the project complies with *Australian Standard AS4282 (INT) 1995 - Control of Obtrusive Effects of Outdoor Lighting*, to the satisfaction of the Director-General.

WASTE

- 53. The Proponent shall:
 - (a) minimise the waste (including coal reject) generated by the project; and
 - (b) ensure that the waste generated by the project is appropriately stored, handled and disposed of, to the satisfaction of the Director-General.
- 54. The Proponent shall prepare and implement a Waste Management Plan for the project to the satisfaction of the Director-General. This plan must be submitted to the Director-General by the end of March 2011.

REHABILITATION

Rehabilitation Objectives

- 55. The Proponent shall rehabilitate the site to the satisfaction of the Director-General of I&I NSW. This rehabilitation must be generally consistent with the proposed rehabilitation strategy described in the EA (and depicted conceptually in the figures in Appendix 5), and comply with the objectives in Table 16.

Table 16: Rehabilitation Objectives

Feature	Objective
Mine site (as a whole)	Safe, stable & non-polluting
Surface infrastructure	To be decommissioned and removed, unless the Director-General agrees otherwise
Watercourses to be undermined	Hydraulically and geomorphologically stable, with riparian vegetation that is the same or better than prior to mining
Cliffs	No additional risk to public safety compared to prior to mining
Other land affected by the project	Restore ecosystem function, including maintaining or establishing self-sustaining eco-systems comprised of: <ul style="list-style-type: none"> • local native plant species; and • a landform consistent with the surrounding environment

Built features affected by subsidence	Repair to pre-mining condition or equivalent unless the owner agrees otherwise
Community	Minimise the adverse socio-economic effects associated with mine closure

Progressive Rehabilitation

56. The Proponent shall carry out the rehabilitation of the site progressively, that is, as soon as reasonably practicable following disturbance.

Rehabilitation Management Plan

57. The Proponent shall prepare and implement a Rehabilitation Management Plan for the project to the satisfaction of the Director-General of I&I NSW. This plan must:
- (a) be prepared in consultation with the Department, DECCW, NOW, Council and the CCC;
 - (b) be prepared in accordance with any relevant I&I NSW guideline;
 - (c) build, to the maximum extent practicable, on the other management plans required under this approval; and
 - (d) be submitted to the Director-General of I&I NSW for approval by the end of March 2011.
-

SCHEDULE 4 ADDITIONAL PROCEDURES

NOTIFICATION OF LANDOWNERS

1. By the end of November 2010, the Proponent shall notify in writing the owners of:
 - (a) the land listed in Table 1 of Schedule 3 that they have the right to require the Proponent to acquire their land at any stage during the project;
 - (b) any residence on the land listed in Table 1 or Table 6 of Schedule 3 that they are entitled to ask for additional noise mitigation measures to be implemented at their residence at any stage during the project; and
 - (c) any privately-owned land within 2 kilometres of the approved open cut mining pit on site that they are entitled to ask for an inspection to establish the baseline condition of any buildings or structures on their land, or to have a previous property inspection report updated.
2. Within 2 weeks of obtaining monitoring results showing:
 - (a) exceedances of the relevant criteria in Schedule 3, the Proponent shall notify the affected landowners and/or tenants in writing of the exceedance, and provide regular monitoring results to each of these parties until the project is complying with the relevant criteria again;
 - (b) exceedances of the relevant criteria in Condition 6(b) of Schedule 3, the Proponent shall notify in writing the applicable owner that they are entitled to ask for additional noise mitigation measures to be installed at their residence; and
 - (c) exceedances of the relevant air quality criteria in Schedule 3, send the affected landowners and tenants (including the tenants of any mine-owned land) a copy of the NSW Health fact sheet entitled "Mine Dust and You" (as may be updated from time to time).

INDEPENDENT REVIEW

3. If an owner of privately-owned land considers the project to be exceeding the relevant criteria in Schedule 3, then he/she may ask the Director-General in writing for an independent review of the impacts of the project on his/her land.

If the Director-General is satisfied that an independent review is warranted, then within 2 months of the Director-General's decision the Proponent shall:

- (a) commission a suitably qualified, experienced and independent person, whose appointment has been approved by the Director-General, to:
 - consult with the landowner to determine his/her concerns;
 - conduct monitoring to determine whether the project is complying with the relevant criteria in Schedule 3; and
 - if the project is not complying with these criteria then:
 - determine if more than one mine is responsible for the exceedance, and if so the relative share of each mine towards the impact on the land;
 - identify the measures that could be implemented to ensure compliance with the relevant criteria; and
 - (b) give the Director-General and landowner a copy of the independent review.
4. If the independent review determines that the project is complying with the relevant criteria in Schedule 3, then the Proponent may discontinue the independent review with the approval of the Director-General.

If the independent review determines that the project is not complying with the relevant impact assessment criteria in Schedule 3, and that the project is primarily responsible for this non-compliance, then the Proponent shall:

- (a) implement all reasonable and feasible mitigation measures, in consultation with the landowner and appointed independent person, and conduct further monitoring until the project complies with the relevant criteria; or
- (b) secure a written agreement with the landowner to allow exceedances of the relevant criteria, to the satisfaction of the Director-General.

If the independent review determines that the project is not complying with the relevant acquisition criteria in Schedule 3, and that the project is primarily responsible for this non-compliance, then upon receiving a written request from the landowner, the Proponent shall acquire all or part of the landowner's land in accordance with the procedures in Conditions 6-7 below.

5. If the independent review determines that the relevant criteria in Schedule 3 are being exceeded, but that more than one mine is responsible for this exceedance, then together with the relevant mine/s the Proponent shall:
 - (a) implement all reasonable and feasible mitigation measures, in consultation with the landowner and appointed independent person, and conduct further monitoring until there is compliance with the relevant criteria; or
 - (b) secure a written agreement with the landowner and other relevant mines to allow exceedances of the relevant criteria,

to the satisfaction of the Director-General.

If the independent review determines that the relevant acquisition criteria in Schedule 3 are being exceeded, but that more than one mine is responsible for this exceedance, then upon receiving a written request from the landowner, the Proponent shall acquire all or part of the landowner's land on as equitable a basis as possible with the relevant mine/s in accordance with the procedures in Conditions 6-7 below.

LAND ACQUISITION

6. Within 3 months of receiving a written request from a landowner with acquisition rights, the Proponent shall make a binding written offer to the landowner based on:
- (a) the current market value of the landowner's interest in the land at the date of this written request, as if the land was unaffected by the project, having regard to the:
 - existing and permissible use of the land, in accordance with the applicable planning instruments at the date of the written request; and
 - presence of improvements on the land and/or any approved building or structure which has been physically commenced on the land at the date of the landowner's written request, and is due to be completed subsequent to that date, but excluding any improvements that have resulted from the implementation of any additional noise mitigation measures under Condition 6 of Schedule 3;
 - (b) the reasonable costs associated with:
 - relocating within the Mid-Western Regional local government area, or to any other local government area determined by the Director-General; and
 - obtaining legal advice and expert advice for determining the acquisition price of the land, and the terms upon which it is to be acquired; and
 - (c) reasonable compensation for any disturbance caused by the land acquisition process.

However, if at the end of this period, the Proponent and landowner cannot agree on the acquisition price of the land and/or the terms upon which the land is to be acquired, then either party may refer the matter to the Director-General for resolution.

Upon receiving such a request, the Director-General will request the President of the NSW Division of the Australian Property Institute to appoint a qualified independent valuer to:

- consider submissions from both parties;
- determine a fair and reasonable acquisition price for the land and/or the terms upon which the land is to be acquired, having regard to the matters referred to in paragraphs (a)-(c) above;
- prepare a detailed report setting out the reasons for any determination; and
- provide a copy of the report to both parties.

Within 14 days of receiving the independent valuer's report, the Proponent shall make a binding written offer to the landowner to purchase the land at a price not less than the independent valuer's determination.

However, if either party disputes the independent valuer's determination, then within 14 days of receiving the independent valuer's report, they may refer the matter to the Director-General for review. Any request for a review must be accompanied by a detailed report setting out the reasons why the party disputes the independent valuer's determination. Following consultation with the independent valuer and both parties, the Director-General will determine a fair and reasonable acquisition price for the land, having regard to the matters referred to in paragraphs (a)-(c) above, the independent valuer's report, the detailed report disputing the independent valuer's determination, and any other relevant submissions.

Within 14 days of this determination, the Proponent shall make a binding written offer to the landowner to purchase the land at a price not less than the Director-General's determination.

If the landowner refuses to accept the Proponent's binding written offer under this condition within 6 months of the offer being made, then the Proponent's obligations to acquire the land shall cease, unless the Director-General determines otherwise.

7. The Proponent shall pay all reasonable costs associated with the land acquisition process described in Condition 6 above, including the costs associated with obtaining Council approval for any plan of subdivision (where permissible), and registration of this plan at the Office of the Registrar-General.
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SCHEDULE 5
ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING

ENVIRONMENTAL MANAGEMENT

Environmental Management Strategy

1. The Proponent shall prepare and implement an Environmental Management Strategy for the project to the satisfaction of the Director-General. This strategy must:
 - (a) be submitted to the Director-General for approval by the end of March 2011;
 - (b) provide the strategic framework for environmental management of the project;
 - (c) identify the statutory approvals that apply to the project;
 - (d) describe the role, responsibility, authority and accountability of all key personnel involved in the environmental management of the project;
 - (e) describe the procedures that would be implemented to:
 - keep the local community and relevant agencies informed about the operation and environmental performance of the project;
 - receive, handle, respond to, and record complaints;
 - resolve any disputes that may arise during the course of the project;
 - respond to any non-compliance;
 - respond to emergencies; and
 - (f) include:
 - copies of any strategies, plans and programs approved under the conditions of this approval; and
 - a clear plan depicting all the monitoring required to be carried out under the conditions of this approval.

Management Plan Requirements

2. The Proponent shall ensure that the management plans required under this approval are prepared in accordance with any relevant guidelines, and include:
 - (a) detailed baseline data;
 - (b) a description of:
 - the relevant statutory requirements (including any relevant approval, licence or lease conditions);
 - any relevant limits or performance measures/criteria;
 - the specific performance indicators that are proposed to be used to judge the performance of, or guide the implementation of, the project or any management measures;
 - (c) a description of the measures that would be implemented to comply with the relevant statutory requirements, limits, or performance measures/criteria;
 - (d) a program to monitor and report on the:
 - impacts and environmental performance of the project;
 - effectiveness of any management measures (see c above);
 - (e) a contingency plan to manage any unpredicted impacts and their consequences;
 - (f) a program to investigate and implement ways to improve the environmental performance of the project over time;
 - (g) a protocol for managing and reporting any:
 - incidents;
 - complaints;
 - non-compliances with statutory requirements; and
 - exceedances of the impact assessment criteria and/or performance criteria; and
 - (h) a protocol for periodic review of the plan.

Note: The Director-General may waive some of these requirements if they are unnecessary or unwarranted for particular management plans.

Annual Review

3. By the end of March 2012, and annually thereafter, the Proponent shall review the environmental performance of the project to the satisfaction of the Director-General. This review must:
 - (a) describe the development (including any rehabilitation) that was carried out in the past year, and the development that is proposed to be carried out over the next year;
 - (b) include a comprehensive review of the monitoring results and complaints records of the project over the past year, which includes a comparison of these results against the
 - the relevant statutory requirements, limits or performance measures/criteria;
 - the monitoring results of previous years; and
 - the relevant predictions in the EA;
 - (c) identify any non-compliance over the past year, and describe what actions were (or are being) taken to ensure compliance;
 - (d) identify any trends in the monitoring data over the life of the project;

- (e) identify any discrepancies between the predicted and actual impacts of the project, and analyse the potential cause of any significant discrepancies; and
- (f) describe what measures will be implemented over the next year to improve the environmental performance of the project.

Revision of Strategies, Plans and Programs

- 4. Within 3 months of:
 - (a) the submission of an annual review under Condition 3 above;
 - (b) the submission of an incident report under Condition 6 below;
 - (c) the submission of an audit report under Condition 8 below; and
 - (d) any modification to the conditions of this approval, (unless the conditions require otherwise), the Proponent shall review, and if necessary revise, the strategies, plans, and programs required under this approval to the satisfaction of the Director-General.

Note: This is to ensure the strategies, plans and programs are updated on a regular basis, and incorporate any recommended measures to improve the environmental performance of the project.

Community Consultative Committee

- 5. The Proponent shall establish and operate a new Community Consultative Committee (CCC) for the projects within the Integra mine complex in general accordance with the *Guidelines for Establishing and Operating Community Consultative Committees for Mining Projects* (Department of Planning, 2007, or its latest version), and to the satisfaction of the Director-General. This CCC must be operating by the end of March 2011.

Notes:

- *The CCC is an advisory committee. The Department and other relevant agencies are responsible for ensuring that the Proponent complies with this approval; and*
- *In accordance with the guideline, the Committee should be comprised of an independent chair and appropriate representation from the Proponent, Council, recognised environmental groups and the local community.*

REPORTING

Incident Reporting

- 6. The Proponent shall notify the Director-General and any other relevant agencies of any incident associated with the project as soon as practicable after the Proponent becomes aware of the incident. Within 7 days of the date of the incident, the Proponent shall provide the Director-General and any relevant agencies with a detailed report on the incident.

Regular Reporting

- 7. The Proponent shall provide regular reporting on the environmental performance of the project on its website, in accordance with the reporting arrangements in any plans or programs approved under the conditions of this approval.

INDEPENDENT ENVIRONMENTAL AUDIT

- 8. By the end of December 2011, and every 3 years thereafter, unless the Director-General directs otherwise, the Proponent shall commission and pay the full cost of an Independent Environmental Audit of the project. This audit must:
 - (a) be conducted by a suitably qualified, experienced and independent team of experts whose appointment has been endorsed by the Director-General;
 - (b) include consultation with the relevant agencies;
 - (c) assess the environmental performance of the project and assess whether it is complying with the requirements in this approval and any relevant EPL or Mining Lease (including any assessment, plan or program required under these approvals);
 - (d) review the adequacy of strategies, plans or programs required under the abovementioned approvals; and
 - (e) recommend appropriate measures or actions to improve the environmental performance of the project, and/or any assessment, plan or program required under the abovementioned approvals.

Note: This audit team must be led by a suitably qualified auditor and include experts in any field specified by the Director-General.

- 9. Within 6 weeks of the completion of this audit, or as otherwise agreed by the Director-General, the Proponent shall submit a copy of the audit report to the Director-General, together with its response to any recommendations contained in the audit report.

ACCESS TO INFORMATION

10. From the end of December 2010, the Proponent shall:
- (a) make copies of the following publicly available on its website:
 - the documents referred to in Condition 2 of Schedule 2;
 - all current statutory approvals for the project;
 - all approved strategies, plans and programs required under the conditions of this approval;
 - the monitoring results of the project, reported in accordance with the specifications in any conditions of this approval, or any approved plans and programs;
 - a complaints register, updated on a monthly basis;
 - minutes of CCC meetings;
 - the annual reviews of the project;
 - any independent environmental audit of the project, and the Proponent's response to the recommendations in any audit;
 - any other matter required by the Director-General; and
 - (b) keep this information up-to-date, to the satisfaction of the Director-General.
-

**APPENDIX 1
SCHEDULE OF LAND**

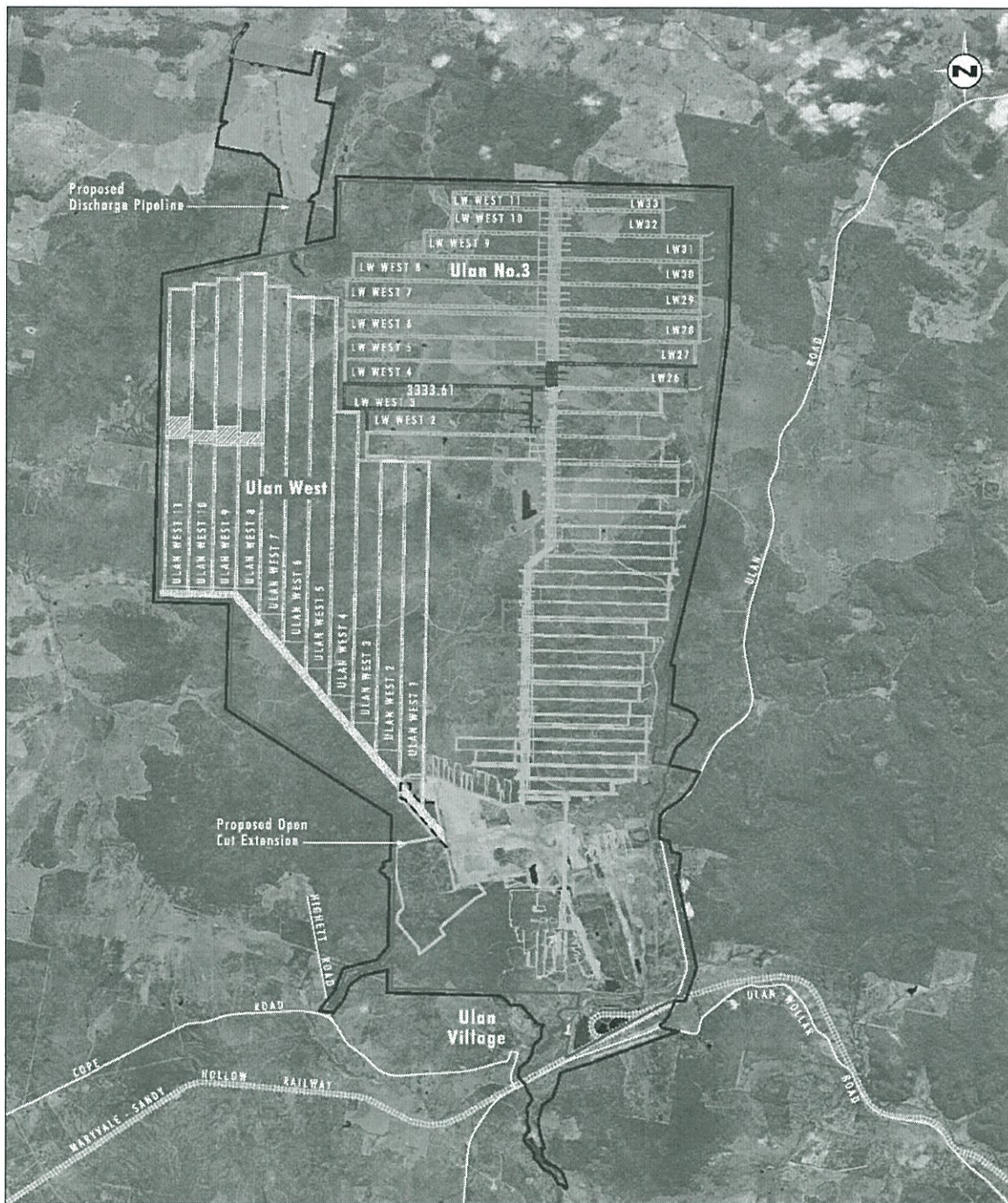
Lot	DP	Owner
3	132117	Mine Owned (UCML)
4	132117	Mine Owned (UCML)
19	132631	Mine Owned (UCML)
1	182395	Mine Owned (UCML)
2	182395	Mine Owned (UCML)
3	182395	Mine Owned (UCML)
4	182395	Mine Owned (UCML)
1	206588	Mine Owned (UCML)
2	206588	Mine Owned (UCML)
3	206588	Mine Owned (UCML)
4	206588	Mine Owned (UCML)
5	206588	Mine Owned (UCML)
6	206588	Mine Owned (UCML)
7	206588	Mine Owned (UCML)
8	206588	Mine Owned (UCML)
B	408792	Mine Owned (UCML)
C	408792	Mine Owned (UCML)
1	431692	State Rail Authority of NSW
1	432146	State Rail Authority of NSW
2	432146	Mine Owned (UCML)
1	518563	Mine Owned (UCML)
2	518563	Mine Owned (UCML)
1	534014	Crown Land
2	534014	Private
3	534014	Private
2	537477	Mine Owned (UCML)
1	552740	Mine Owned (UCML)
1	572488	Mine Owned (UCML)
101	595015	Mine Owned (UCML)
151	595016	Mine Owned (UCML)
4	615702	Mine Owned (UCML)
32	631102	Mine Owned (UCML)
31	655483	NE Wiradjuri Wilpinjong Community Fund Ltd
1	661026	Mine Owned (UCML)
1	701346	Mine Owned (UCML)
3	701346	Mine Owned (UCML)
4	701346	Mine Owned (UCML)
83	704077	Crown Land Leased (UCML)
84	704077	Private
85	704094	Mine Owned (UCML)
1	720331	Mine Owned (UCML)
1	720332	Mine Owned (UCML)
1	720333	Mine Owned (UCML)
1	720334	Mine Owned (UCML)
2	720334	Crown Land Leased (UCML)

Lot	DP	Owner
3	720334	Crown Land Leased (UCML)
4	720334	Mine Owned (UCML)
1	720335	Mine Owned (UCML)
55	722794	Crown Land Leased (UCML)
1	722880	Mine Owned (UCML)
2	722880	Mine Owned (UCML)
3	722880	Mine Owned (UCML)
4	722880	Mine Owned (UCML)
1	722881	Mine Owned (UCML)
1	722882	Mine Owned (UCML)
2	722882	Mine Owned (UCML)
43	736630	Crown Land
44	736630	Mine Owned (UCML)
45	736630	Mine Owned (UCML)
46	736630	Mine Owned (UCML)
47	736630	Mine Owned (UCML)
48	736630	Mine Owned (UCML)
49	736630	Mine Owned (UCML)
50	736630	Mine Owned (UCML)
51	736630	Mine Owned (UCML)
52	736630	Mine Owned (UCML)
53	736630	Mine Owned (UCML)
54	736630	Mine Owned (UCML)
2	750735	Crown Land Leased (UCML)
3	750735	Mine Owned (UCML)
4	750735	Mine Owned (UCML)
5	750735	Crown Land Leased (UCML)
6	750735	Mine Owned (UCML)
7	750735	Mine Owned (UCML)
8	750735	Private
9	750735	Mine Owned (UCML)
10	750735	Mine Owned (UCML)
11	750735	Mine Owned (UCML)
12	750735	Mine Owned (UCML)
13	750735	Mine Owned (UCML)
15	750735	Mine Owned (UCML)
16	750735	Private
17	750735	Private
18	750735	Private
19	750735	Private
10	750735	Private
22	750735	Private
23	750735	Private
24	750735	Private
27	750735	Private
28	750735	Private
29	750735	Private
30	750735	Mine Owned (UCML)

Lot	DP	Owner
31	750735	Private
32	750735	Private
33	750735	Private
34	750735	Private
35	750735	Private
36	750735	Mine Owned (UCML)
37	750735	Mine Owned (UCML)
38	750735	Private
39	750735	Mine Owned (UCML)
41	750735	Crown Land Leased (UCML)
42	750735	Crown Land Leased (UCML)
43	750735	Crown Land Leased (UCML)
44	750735	Private
45	750735	Mine Owned (UCML)
46	750735	Mine Owned (UCML)
47	750735	Mine Owned (UCML)
48	750735	Crown Land Leased (UCML)
49	750735	Crown Land Leased (Private)
50	750735	Mine Owned (UCML)
51	750735	Mine Owned (UCML)
52	750735	Private
53	750735	Mine Owned (UCML)
54	750735	Mine Owned (UCML)
55	750735	Private
56	750735	Mine Owned (UCML)
178	750735	Private
179	750735	Private
180	750735	Private
211	750735	Private
212	750735	Private
213	750735	Private
2	750736	Mine Owned (UCML)
45	750736	Mine Owned (UCML)
46	750736	Mine Owned (UCML)
54	750736	Mine Owned (UCML)
60	750736	Mine Owned (UCML)
61	750736	Mine Owned (UCML)
164	750748	State Conservation Area
59	750759	Private
1	750773	Mine Owned (UCML)
2	750773	Mine Owned (UCML)
3	750773	Mine Owned (UCML)
5	750773	Mine Owned (UCML)
9	750773	Mine Owned (UCML)
11	750773	Mine Owned (UCML)
13	750773	Crown Land Leased (UCML)
14	750773	Crown Land Leased (UCML)
15	750773	Crown Land

Lot	DP	Owner
16	750773	Crown Land Leased (UCML)
17	750773	Mine Owned (UCML)
18	750773	Mine Owned (UCML)
20	750773	Mine Owned (UCML)
27	750773	Mine Owned (UCML)
28	750773	Mine Owned (UCML)
52	750773	Crown Land Leased (UCML)
54	750773	Mine Owned (UCML)
58	750773	Mine Owned (UCML)
59	750773	Mine Owned (UCML)
63	750773	Mine Owned (UCML)
64	750773	Mine Owned (UCML)
65	750773	Mine Owned (UCML)
66	750773	Mine Owned (UCML)
68	750773	Mine Owned (UCML)
70	750773	Mine Owned (UCML)
71	750773	Mine Owned (UCML)
72	750773	Crown Land Leased (UCML)
73	750773	Mine Owned (UCML)
74	750773	Mine Owned (UCML)
75	750773	Mine Owned (UCML)
76	750773	Crown Land Leased (UCML)
78	750773	Mine Owned (UCML)
79	750773	Mine Owned (UCML)
5	755439	Mine Owned (UCML)
13	755439	Mine Owned (UCML)
20	755439	Mine Owned (UCML)
27	755439	Mine Owned (UCML)
33	755439	Crown Land Leased (UCML)
14	755442	Mine Owned (UCML)
92	755442	Mine Owned (UCML)
1	840034	Mine Owned (UCML)
2	840034	Mine Owned (UCML)
1	876943	Private
7003	1025349	Crown Land Leased (UCML)
7005	1028230	Crown Land
1	1069300	Mine Owned (UCML)
800	1128041	Mine Owned (UCML)
7008	1116385	Crown Land Leased (UCML)
Various Crown Road and Land Reserves		

APPENDIX 2 PROJECT LAYOUT PLANS



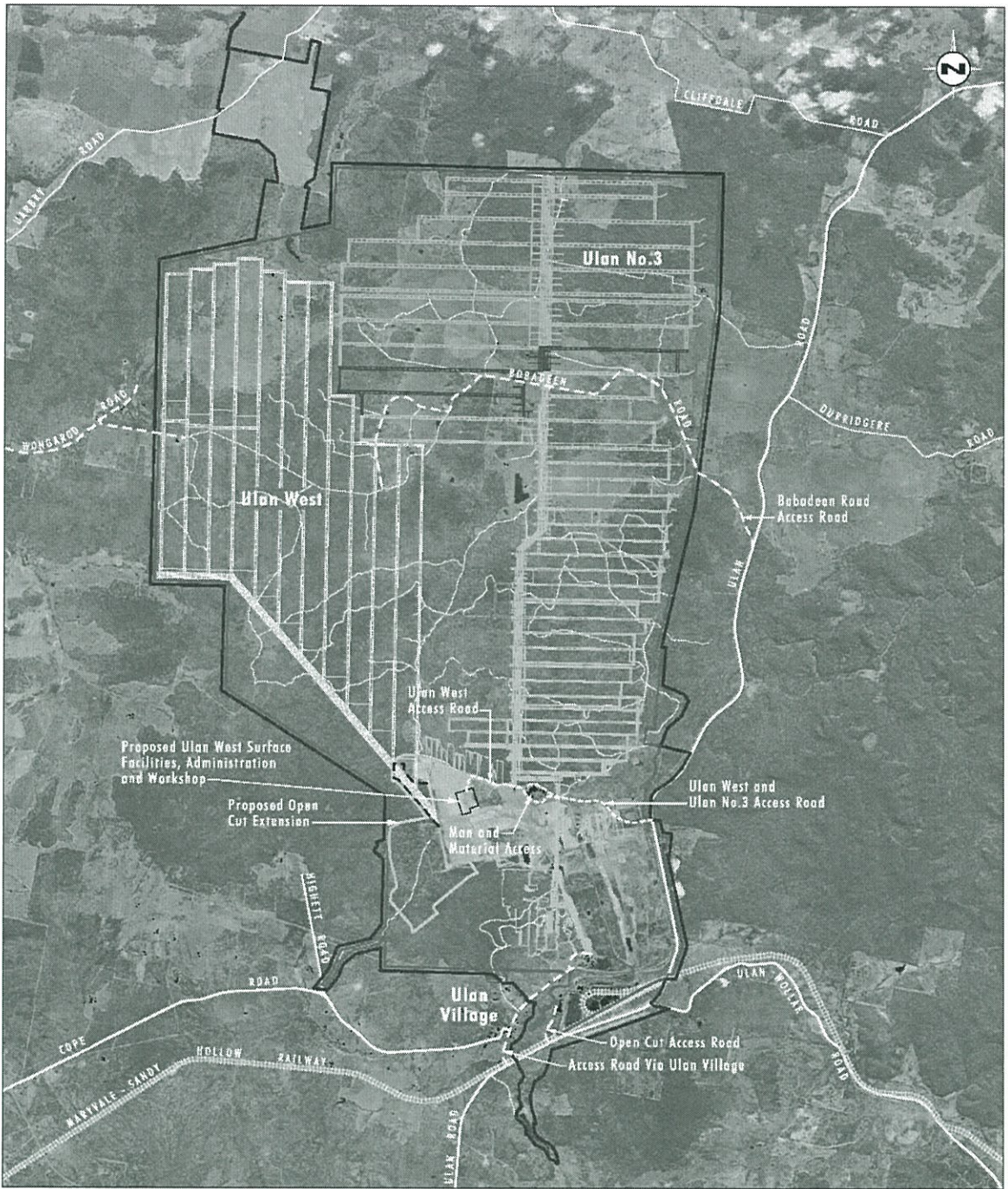
Source: Ulan Coal, Aerial Photo December 2007

Legend

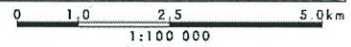
- | | |
|--|---------------------------------------|
| Colliery Holding Boundary | Proposed Brokenback Conservation Area |
| Project Application Area | Proposed 1 North Mine Plan |
| Proposed Open Cut Extension | |
| Proposed Ulan West Mine Plan | |
| Ulan No.3 Underground Mine Plan | |
| Previous Underground Mining Operations | |
| Current Mining and SMP Approved Area | |
| Box Cut Option | |

File Name (A4): V1/2423_429.dgn

**Ulan Coal
Continued Operations**



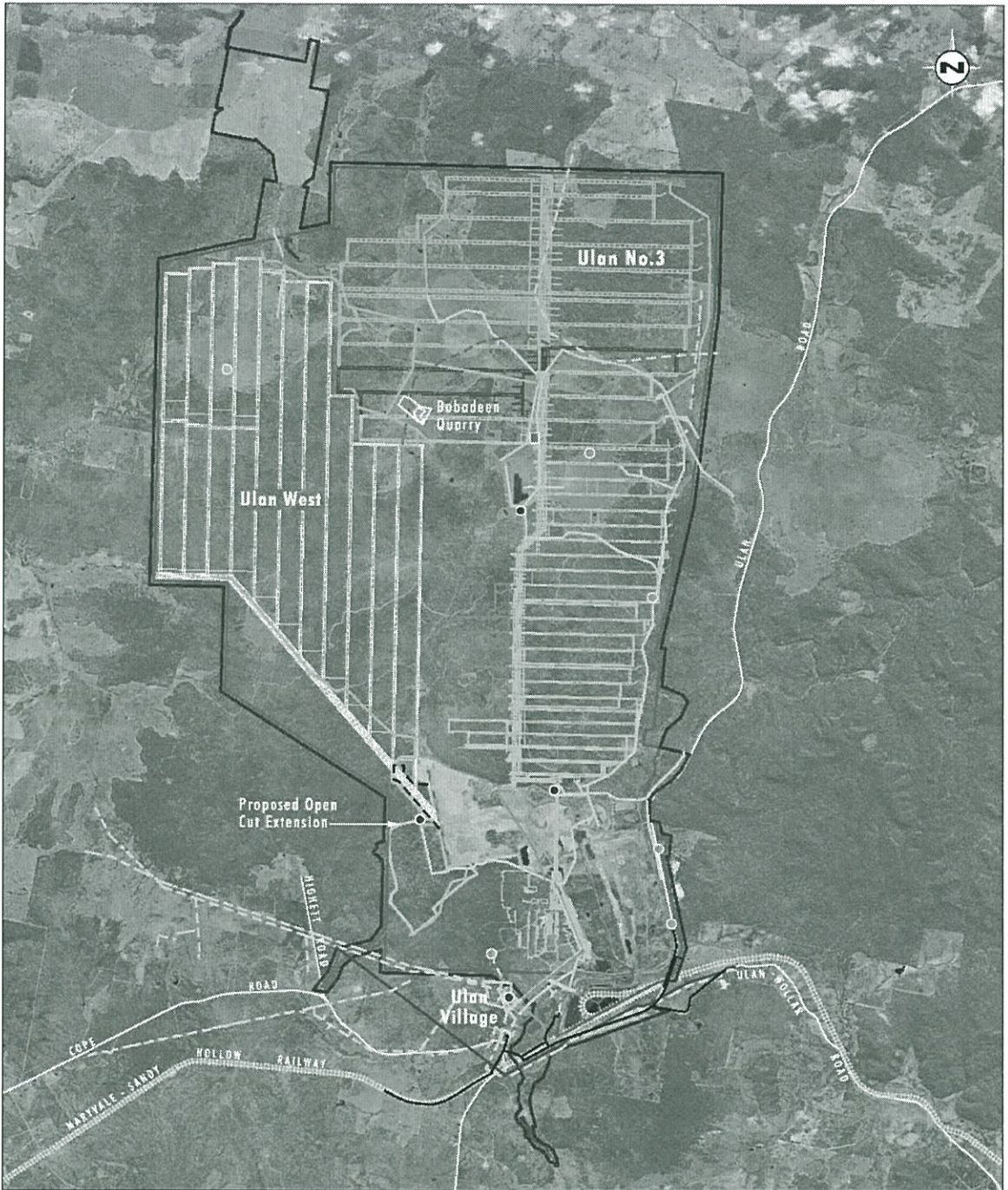
Source: Ulan Coal, Aerial Photo December 2007



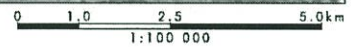
- Legend**
- | | |
|--|----------------------------|
| Colliery Holding Boundary | Site Access Road |
| Project Boundary | Box Cut Option |
| Proposed Open Cut Extension | Tracks |
| Proposed Ulan West Mine Plan | Proposed 1 North Mine Plan |
| Ulan No.3 Underground Mine Plan | |
| Previous Underground Mining Operations | |
| Current Mining and SMP Approved Area | |

File Name (A4): V1/2423_430.dgn

Access Roads



Source: Ulan Coal, Aerial Photo December 2007

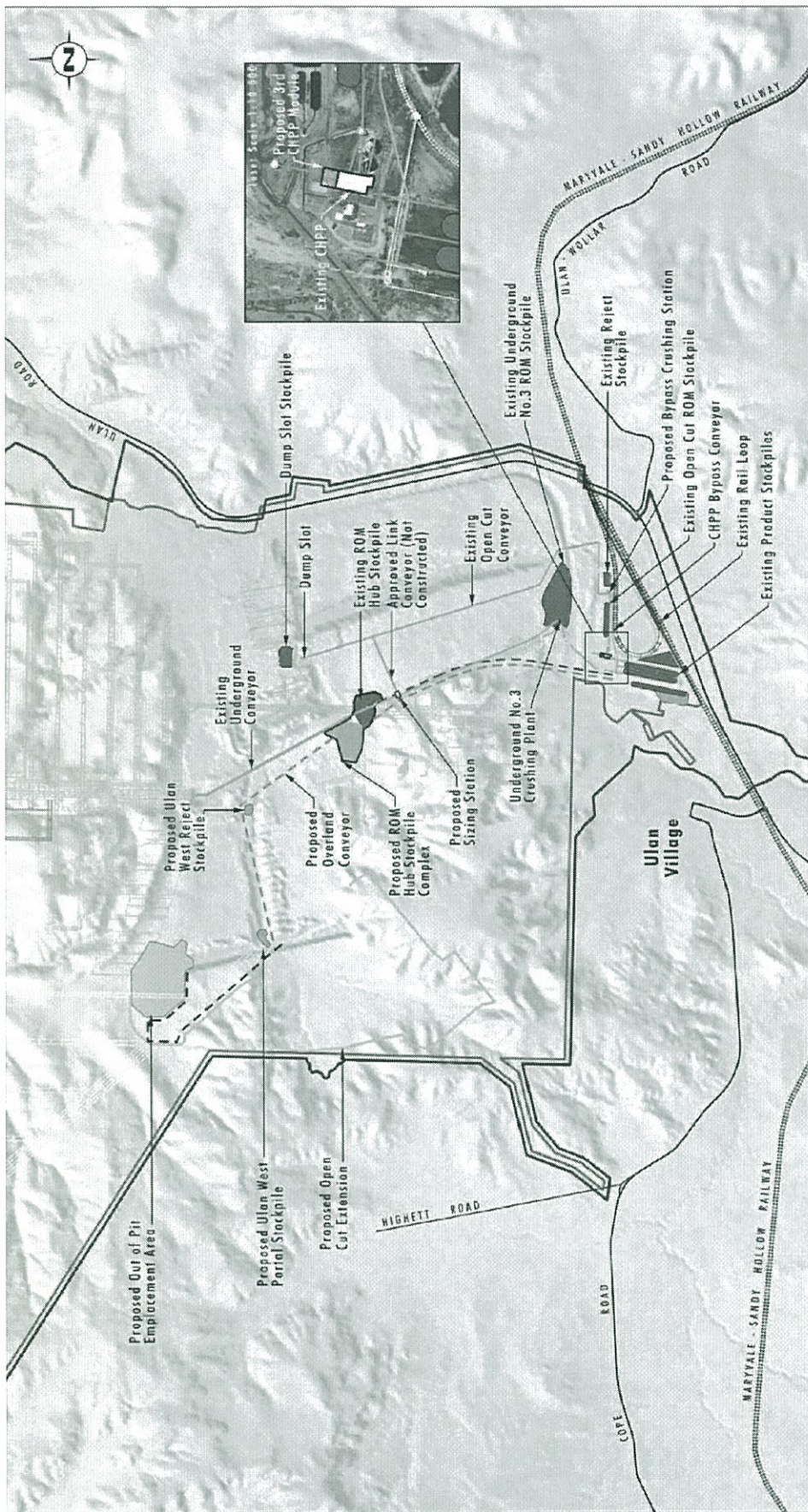


Legend

- | | | |
|--|------------------------------------|-------------------------------|
| Colliery Holding Boundary | Box Cut Option | Existing Substations |
| Project Boundary | Existing Power Line UCML | Existing Communication Towers |
| Proposed Open Cut Extension | Existing Country Energy Power Line | Existing Power Line Private |
| Proposed Ulan West Mine Plan | Existing Transgrid Power Line | Proposed Power Line |
| Ulan No.3 Underground Mine Plan | Existing Fibre Optics UCML | Proposed Communication Towers |
| Previous Underground Mining Operations | Existing Fibre Optics Telstra | Proposed Fibre Optic |
| Current Mining and SMP Approved Area | Existing Telstra Line Active | Proposed 1 North Mine Plan |
| Bobadeen Quarry | Existing Telstra Line Inactive | |

File Name (A4): V1/2423_432.dwg

Current and Proposed Power and Telecommunications Services



Source: Ulan Coal, Aerial Photo December 2007

Legend

- Existing Stockpile
- Proposed Stockpile
- Out of Pit Placement Area
- Proposed Ulan West Mine Plan
- Previous Underground Mining Operations
- Proposed Underland Conveyors
- Proposed Product Cool Conveyors
- Proposed CHPP Bypass Conveyor
- Box Cut Option
- Proposed 1 North Mine Plan
- Proposed Ulan No. 3 Overland Conveyor (option)
- Proposed Product Cool Conveyors
- Proposed CHPP Bypass Conveyor
- Box Cut Option
- Proposed 1 North Mine Plan

Conceptual Coal Handling, Preparation and Stockpiles

File Name (A4): Y1/2423_433.dgn



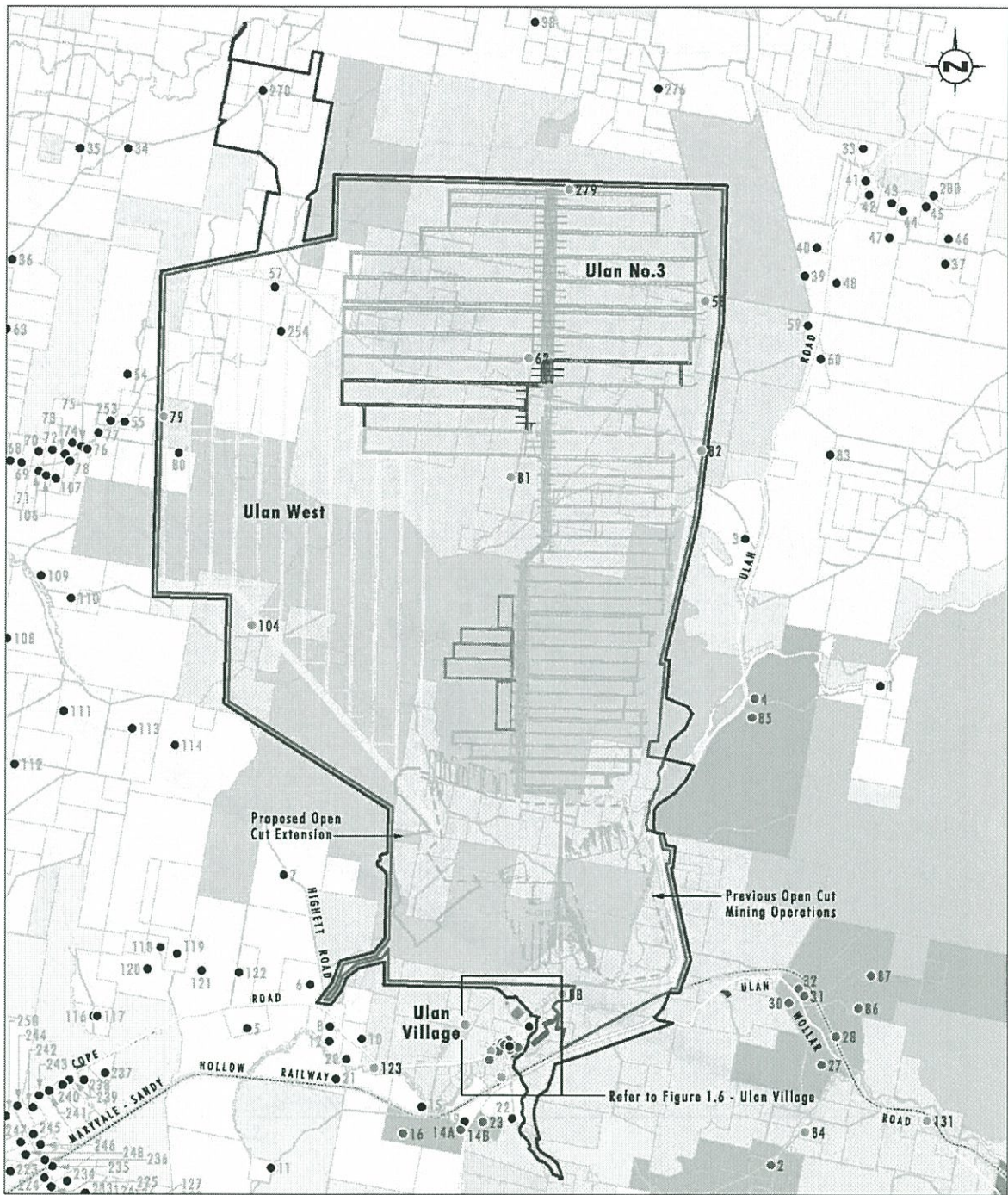
Source: Ulan Coal, Aerial Photo December 2007

Legend

- Colliery Holding Boundary
- Project Boundary
- Tailings Placement Area
- Coarse Reject Placement Area
- Proposed Open Cut Extension
- Ulan West Mine Plan
- Previous Underground Mining Operations
- Box Cut Option
- Proposed 1 North Mine Plan

Conceptual Coarse Reject and Tailings Placement Areas

APPENDIX 3 LAND OWNERSHIP PLANS



Source: Ulan Coal, Aerial Photo December 2007

0 1.0 2.5 5.0km
1:100 000

Legend

<ul style="list-style-type: none"> Colliery Holding Boundary Project Boundary Proposed Open Cut Extension Proposed Ulan West Mine Plan Ulan No.3 Underground Mine Plan Previous Underground Mining Operations Current Mining and SMP Approved Area Mid Western Regional Council Private National Park 	<ul style="list-style-type: none"> Mined Owned (UCML) Mined Owned (Moolarben) Mine Owned (Wilpinjong) State Conservation Area State Rail Authority of NSW State Forests of NSW Crown Land Crown Land Leased (UCML) Crown Land Leased (Private) Anglican Property Trust Diocese of Bathurst 	<ul style="list-style-type: none"> The State Of NSW (Trigonometrical Station) Orica Australia Pty Limited Department of Education and Training Country Energy Mine Owned Residence (Moolarben) Mine Owned Residence (UCML) Private Residence Ulan Community House Proposed 1 North Mine Plan
---	--	--

Land Ownership

File Name (A4): V1\2423_435.dgn



Source: LPI

0 125 250 500m
1:10 000

Legend

- | | | |
|-----------------------------|---|------------------------------------|
| — Colliery Holding Boundary | ■ Mid Western Regional Council | ● Mine Owned Residence (Moolarben) |
| — Project Boundary | ■ Department of Education and Training | □ Ulan Community House |
| □ Crown Land | ■ Crown Land Leased (UCML) | □ Ulan Pub |
| ■ Country Energy | ■ State Rail Authority of NSW | |
| ■ Private | ■ Anglican Property Trust Diocese of Bathurst | |
| ■ Mined Owned (UCML) | ● Private Residence | |
| ■ Mined Owned (Moolarben) | ● Mine Owned Residence (UCML) | |

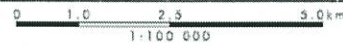
File Name (A4): R05 V1/2423_169.dwg

Land Ownership Ulan Village

APPENDIX 4 OFFSET STRATEGY



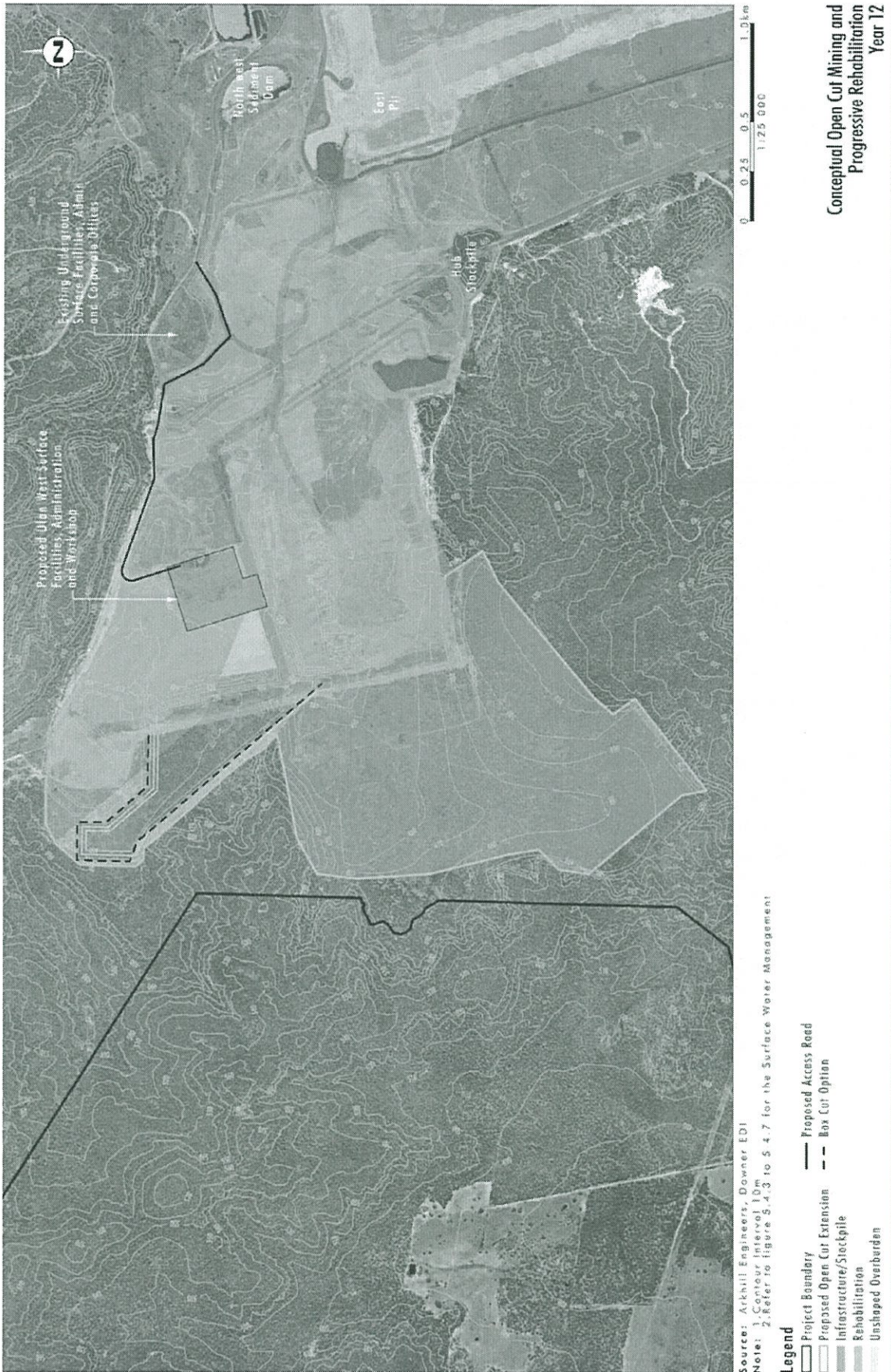
Source: Ulan Coal, Aerial Photo December 2007



- Legend**
- | | |
|--|--|
| Colliery Holding Boundary | Bobadeen Vegetation Offset Area |
| Project Boundary | Brokenback Conservation Area |
| Proposed Open Cut Extension | Spring Gully Cliffline Management Area |
| Proposed Ulan West Mine Plan | Grinding Groove Conservation Area |
| Ulan No. 3 Underground Mine Plan | |
| Previous Underground Mining Operations | |
| Current Mining and SMP Approved Area | |
| Box Cut Option | |

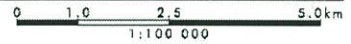
Offset and Management Area

APPENDIX 5 CONCEPTUAL REHABILITATION PLAN





Source: Ulan Coal, Aerial Photo December 2007



Legend

- Colliery Holding Boundary
- Project Boundary
- Proposed Open Cut Extension
- Proposed Ulan West Mine Plan
- Ulan No.3 Underground Mine Plan
- Previous Underground Mining Operations
- Current Mining and SMP Approved Area
- Proposed 1 North Mine Plan
- Box Cut Option
- Rehabilitation Areas

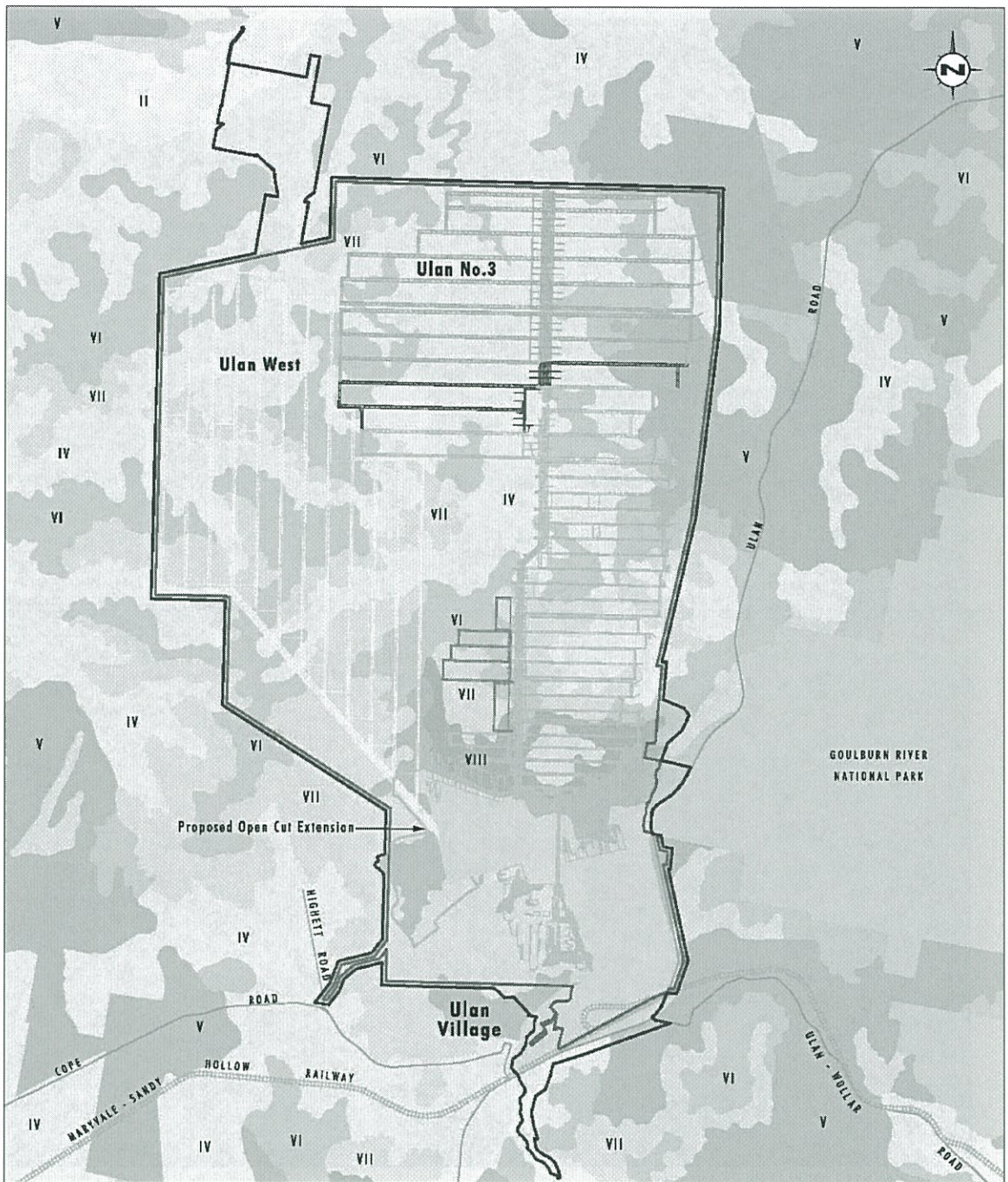
Post-Revegetation Communities:

- Ironbark Open Forest Complex on Sandstone
- Modified White Box Woodland
- Narrow-leaved Ironbark Open Forest & Scribbly Gum Woodland - Heathland on Sand Plateaux
- Narrow-leaved Ironbark Open Forest on Alluvium/Colluvium
- Rough-barked Apple Open Forest
- Scribbly Gum Woodland - Heathland on Sand Plateaux
- She-oak Low Forest on Sandstone Crests
- Stringybark-Ironbark Open Forest on Sandstone Slopes
- Blackely's Red Gum Open Forest

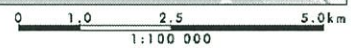
- Cleared
- Derived Native Grassland
- Grey Box Woodland
- Improved Pasture
- Unimproved Pasture
- Water Bodies
- White Box Woodland
- Open Woodland
- Woodland

Revegetation Areas

File Name (A4): V1/2423_436.dgn



Source: Umwelt (2009), Lenda NSW (2007)



Legend

- | | |
|--|--|
| Colliery Holding Boundary | Suitable for Regular Cultivation |
| Project Boundary | Suitable for Grazing with Occasional Cultivation |
| Proposed Open Cut Extension | Suitable for Grazing with Occasional Cultivation (Structural Soil Conservation Works Required) |
| Proposed Ulan West Mine Plan | Suitable for Grazing with No Cultivation |
| Ulan No.3 Underground Mine Plan | Other (Land Best Protected by Green Timber) |
| Previous Underground Mining Operations | Other (Unsuitable for Agricultural and Pastoral Production) |
| Current Mining and SMP Approved Area | Mining and Quarrying Area |
| Proposed 1 North Mine Plan | State Forest |
| | National Park |

Land Capability

File Name (A4): V1/2423_437.dgn

**APPENDIX 6
ABORIGINAL HERITAGE SITES**



Source: Ulan Coal, SouthEast Archaeology 2009, Aerial Photo December 2007

0 1.0 2.5 5.0km
1:100 000

Legend

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> □ Colliery Holding Boundary ▭ Project Application Area ▨ Potential Surface Impacts ▧ Potential Subsidence Impacts ■ Artefact Scatter ● Grinding Grooves ○ Grinding Grooves and Artefact Scatter ⊞ Isolated Find | <ul style="list-style-type: none"> □ Ochre Quarry ⊞ Open Site ▲ Rockshelter with Art ▲ Rockshelter with Art and Artefacts ▲ Rockshelter with Art and Grinding Grooves and Artefacts ▲ Rockshelter with Artefacts ▲ Rockshelter with Grinding Grooves ▲ Rockshelter with PAD | <ul style="list-style-type: none"> ◆ Scorred Tree ◆ Scorred Tree and Artefact Scatter × Stone Arrangement ⊙ Waterhole/Well |
|--|---|--|

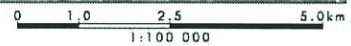
Aboriginal Site Locations

File Name (A4): V1/2423_438.dgn

APPENDIX 7 HERITAGE SITES



Source: Ulan Coal, Aerial Photo December 2007, Mount King (2008), Umwelt (2009), Kuskie (2008)



Legend

Colliery Holding Boundary	Historical Sites/Items
Project Boundary	Infrastructure Footprint
Proposed Open Cut Extension	Box Cut Option
Proposed Ulan West Mine Plan	Proposed 1 North Mine Plan
Ulan No.3 Underground Mine Plan	
Previous Underground Mining Operations	
Current Mining and SMP Approved Area	

File Name (A4): V1/2423_439.dgn

**European and Natural Heritage
Sites/Items within Project Area**

**APPENDIX 8
GENERAL TERMS OF THE PLANNING AGREEMENT**

Investment Area	Proposed Planning Contribution	Contribution Amount	Instalment Schedule	Comment
Social	Community Infrastructure Fund	\$3.475 Million	To be paid in 2 instalments, with: <ul style="list-style-type: none"> • \$2 Million to be paid within 30 days of the planning agreement being made; and • \$1.475 million to be paid within a year of the first payment. 	Funding arrangements to be subject to a set of governance arrangements agreed to by Council and the Proponent.
Roads & Traffic	Contribution towards the maintenance of Cope Road	\$1.05 Million (21 x \$50,000)	<ul style="list-style-type: none"> • To be paid annually, with the first instalment being paid within 30 days of the planning agreement being made; and • Payments to be adjusted annually for CPI. 	-
TOTAL		\$4.525 Million		

**APPENDIX 9
STATEMENT OF COMMITMENTS**

Commitment	
Hours of Operation, Concept Mine Plan and Rail Haulage	
Hours of Operation	
6.2.1	Mining and associated activities for the Project may be undertaken 24 hours a day, seven days a week.
6.2.2	Construction will generally be undertaken between 7.00 am and 7.00 pm daily. Construction activities may occur outside these hours when UCML is satisfied that such activities are inaudible at nearest private residences.
Refinement of Mine Plan	
6.2.3	Any refinements to the concept mine plan outlined in this EA report will be detailed and assessed as part of Extraction Plans required by the project approval or other relevant process.
6.2.4	The locations of ancillary surface infrastructure required to support underground mining will be documented and detailed within the operational approvals required for UCML to continue its mining and associated activities.
Rail Haulage	
6.2.5	The peak number of trains from UCML will be limited to a maximum of 10 per day i.e. 20 train movements.
6.2.6	No product coal will be transported from site by road transport except in an emergency situation with prior approval of the Director General.
6.2.7	Annual average and maximum daily train movements and tonnages will be reported in the Annual Environmental Management Report (refer to commitment 6.17.1).
Subsidence	
6.3.1	Where a potential subsidence impact is predicted on private property, UCML will prepare a Private Property Subsidence Management Plan for each of the potentially affected private landholders. These plans will clearly outline impacts of mining on the property and the management and remediation measures to be implemented, by agreement with the landowner.
Groundwater	
6.4.1	<p>A groundwater monitoring program will be implemented for the Project as outlined in Section 5.3, or as otherwise agreed by the Director General, in accordance with the water management plan for the project. The groundwater monitoring program will include:</p> <ul style="list-style-type: none"> • Continued measurement of groundwater levels, pressures and water quality within the existing regional network of monitoring bores and an expanded network as underground mining progresses to the north and west, specifically considering: <ul style="list-style-type: none"> ▪ depressurisation monitoring of at least three multi level piezometer strings equipped with vibrating wire transducers (or equivalent) and distributed within the Permian-Triassic strata; ▪ strata hydraulic conductivity measurement on rock core obtained at these above noted piezometer locations; ▪ daily or more frequent monitoring of pore pressures and piezometric elevations by installed auto recorders in selected new piezometers. • Mine water seepage monitoring, including: <ul style="list-style-type: none"> ▪ measurement of all water pumped underground and all mine water pumped to surface on a daily basis. Measurement will be undertaken using calibrated flow meters or other suitable gauging apparatus; ▪ routine monitoring of coal moisture content delivered from the working face, ventilation humidity and any build up of water storage in the goaf. • Groundwater monitoring will include: <ul style="list-style-type: none"> ▪ monthly monitoring of basic water quality parameters pH and EC in pumped mine water. ▪ six monthly monitoring of pH and EC in the regional monitoring network. ▪ annual measurement of total dissolved solids (TDS) and speciation of water samples in selected piezometers to support identification of mixing of groundwater types. ▪ graphical plotting of basic water quality parameters and identification of trend lines

	<p>and statistics including mean and standard deviation calculated quarterly. Comparison of trends with rainfall and any other identifiable processes that may influence such trends.</p> <p>The monitoring network and monitoring programme will be reviewed on an annual basis to determine ongoing suitability and any proposed changes will be discussed in the annual review of monitoring results.</p>
Monitoring Review and Management Strategy	
6.4.2	The results of groundwater monitoring and a comparison of measured and predicted impacts will be reported in the annual review required by project approval conditions.
6.4.3	Impacts on the privately owned licensed bores identified in Section 5.3 as being potentially affected, will be assessed by monitoring and in the event that any utilised privately owned bore is significantly adversely affected, an alternative water supply will be provided by UCML until such time as the bore is re-established or replaced, or appropriate compensation established, in accordance with project approval requirements.
6.4.4	The groundwater monitoring results will be analysed (graphically and statistically) as new results become available i.e. quarterly or six monthly. In addition, a monitoring review and verification process will be established as part of the Water Management Plan process, to verify regional groundwater losses as necessary to refine groundwater mitigation strategies.
6.4.5	Identification of any changes or long term trends in groundwater outside the predicted impacts will result in an investigation to determine if the trend is a result of the Project operations and if so, identify management strategies to be implemented to address the identified issues as per UCML's Internal TARP process (T – trigger; A – Action; R – response; P – Plan).
6.4.6	Review of depressurisation of coal measures and comparison of responses with aquifer model predictions will be completed every two years. Expert review will be undertaken by a suitably qualified hydrogeologist, and reported in accordance with the process set out in the Water Management Plan.
Surface Water	
6.5.1	As described in Section 5.4 , UCML will implement clean water divisions to minimise the volume of water to be handled within the mine water management system.
6.5.2	The staged remediation strategy for the Goulburn River Diversion will be implemented, generally as described in Section 5.4 .
6.5.3	In addition to the detailed mine water seepage monitoring outlined in Commitment 6.4.1, water usage, rainfall, dam volumes and discharges (including transfers) will be monitored to assist in the management of the mine water management system. This monitoring will be conducted in a manner that enables the detailed water balance to be maintained and updated at least annually for ongoing operations. The water balance will be used on an ongoing basis for operational management and will also be reported in annual review required by project approval conditions.
6.5.4	Subsidence monitoring will include pre and post mining within drainage lines. This will include monitoring of the presence of surface cracking, surface ponding or out of channel flows and remediation measures as appropriate (refer to Section 5.4).
6.5.5	Water which is in excess of UCML operational needs will be managed in accordance with the following hierarchy: <ol style="list-style-type: none"> 1. water sharing; 2. Bobadeen Irrigation; and 3. offsite discharge.
6.5.6	UCML will undertake a research study on the Talbragar River commenced at least six months prior to any discharge into this waterway. The study is to require UCML to satisfy the following: <ol style="list-style-type: none"> 1. Establish baseline ecological, hydrological and geomorphological conditions of the Talbragar River downstream of the discharge point. 2. develop a flow release protocol at the discharge point to maintain the conditions identified in (1) 3. develop a monitoring program to review the effectiveness of the release protocols.

Ecology	
6.6.1	Underground mining will not be undertaken within the Brokenback Conservation Area, as shown on Figure 1.2 .
6.6.2	UCML will utilise existing disturbed ground areas, where practicable, for the placement of infrastructure associated with underground mining, to avoid impact on significant ecological features such as the White Box Woodland TEC.
6.6.3	Surface infrastructure, e.g. pipelines, power lines and roads, will be co-located, where practicable, to minimise ground disturbance.
6.6.4	UCML will rehabilitate and revegetate the open cut to self-sustaining native vegetation communities, being Grey Box Woodland and Ironbark Open Forest Complex on Sandstone communities which are characteristic of the pre-mining composition.
6.6.5	Revegetation works will use local provenance species, where possible.
6.6.6	The results of the ecological monitoring and management measures will be reviewed and reported annually, in accordance with project approval requirements. Management measures will be adapted, as required, on the basis of monitoring outcomes.
6.6.7	UCML proposes to provide for long term conservation of the Bobadeen Vegetation Offset Area. The appropriate mechanism for achieving this long term conservation security will be determined in accordance with project approval requirements. At this stage it is proposed to involve rezoning for environmental protection
6.6.8	A rehabilitation area within the post-mining open cut area will be established to trial the success of <i>Acacia ausfeldii</i> seed germination. Should this trial prove unsuccessful UCML will establish a suitable offset which is located outside any future mining area in consultation with DECCW and DoP.
6.6.9	The design and construction of water crossings will be undertaken in accordance with the NSW Fisheries guidelines for Fish Friendly Waterway Crossings and in liaison with NSW Fisheries.
Aboriginal Archaeology	
6.7.1	Impacts to the Mona Creek 23-30 rockshelter sites (ID# 180-187) and the Cockabutta Creek 18-20 sites (ID# 160-162) will be avoided under this project.
6.7.2	Detailed recording of the stone arrangements (ID# 589, 603, 697 and 700) will be undertaken, prior to commencement of secondary extraction under these sites.
6.7.3	Archaeological survey of all potential impact areas that could not be accessed during the present investigation will be completed prior to any impact occurring in these areas.
European and Natural Heritage	
6.8.1	UCML will carry out archival recording of Old Ulan Village and Bobadeen Homestead to Heritage Branch, Department of Planning standards prior to longwall mining within 100 metres of the structure.
6.8.2	A Conservation Management Plan or Strategy will be prepared for the site of Old Ulan Village, in accordance with project approval requirements, to ensure appropriate short and long term management strategies are determined. This will include a maintenance strategy for Old Ulan Village, to be developed prior to longwall mining within 100 metres of the structure.
6.8.3	The Talbragar Fish Fossil Reserve will be secured with appropriate fencing and suitable signage subject to landowner approval.
Air Quality	
6.9.1	Measures to minimise dust emissions from the operation will be included in the project design such as enclosures on top of overland conveyors and spray systems for permanent coal stockpiles where practicable.
6.9.2	The Project will minimise the total disturbance footprint and the area of untreated hardstand to the minimum practicable;
6.9.3	UCML will continue to implement existing dust controls, including: <ul style="list-style-type: none"> • watering of active mining areas, active spoil emplacement areas and haul roads that are subject to frequent vehicle movements; • all drill rigs are equipped with dust control systems and are regularly maintained for effective use; • automatic sprays fitted to dump hopper and crushing plant to minimise dust from coal processing activities; • topsoil stripping is preferentially undertaken when there is sufficient moisture content in the soil; • minimising the area of disturbance by restricting vegetation clearing ahead of mining operations, rehabilitating mine spoil dumps as soon as practicable after mining and

	<p>using existing facilities and infrastructure where possible;</p> <ul style="list-style-type: none"> • restricting blasting activities during adverse weather conditions
6.9.4	UCML will continue to implement the current spontaneous combustion management system to address the coal's susceptibility to spontaneous combustion, which includes procedures for identifying potential sources of carbonaceous material with spontaneous combustible properties and methods for handling and disposing of these materials.
Noise and Vibration	
6.10.1	UCML will implement all reasonable and feasible measure to minimise the noise impact from the Project at residences.
6.10.2	UCML will design and undertake blasts to ensure the relevant vibration and blast overpressure criteria are met at private residences, unless there is an agreement with these residents in relation to blast impacts above the relevant criteria.
6.10.3	UCML will consult with residents surrounding the project area prior to the first blast on site and identify those residents that may wish to be notified of blasting times on an ongoing basis.
6.10.4	UCML is committed to ameliorating any low frequency noise issues due to the Project in accordance with best practice guidelines and management practices, when the issue is identified.
6.10.5	Minor blasts such as that associated with small scale construction projects i.e. construction of ventilation shafts will not be limited in terms of frequency or require monitoring where UCML confirms by design and prediction prior to blasting that the overpressure and vibration levels will be less than 95dBL and 1 mm/sec at all private buildings or structures.
Traffic and Transport	
6.11.1	UCML will participate in the preparation and implementation of the Ulan Road Strategy, in accordance with project approval requirements.
Visual	
6.12.1	<p>UCML will implement the following visual controls to screen or filter views of project infrastructure from residential and public road locations:</p> <ul style="list-style-type: none"> • maintaining vegetation screening along Ulan Road; • ensuring that all lighting associated with the Project complies with Australian Standard AS4282 (INT) 1995 – Control of Obtrusive Effects of Outdoor Lighting; • all buildings and infrastructure potentially visible to the public to be coloured in suitable natural tones, where practicable; • directing light towards work areas and not towards private residences; • progressive rehabilitation of disturbed areas; and • revegetation will be progressively undertaken of the Goulburn River Diversion, as described in Section 5.4 of the EA.
Greenhouse Gas and Energy Assessment	
6.13.1	UCML will continue to implement their existing greenhouse gas and energy management commitments, as described in Section 5.12 .
6.13.2	UCML will investigate and implement where feasible GHG and energy management and mitigation initiatives during the design, operation and decommissioning of the Project.
6.13.3	UCML will continue to monitor and seek to improve its energy and greenhouse gas performance against performance targets.
6.13.4	UCML will report its greenhouse and energy performance via legislative reporting requirements.
Decommissioning and Mine Closure	
6.14.1	Within 12 months of project approval, UCML will revise the current conceptual mine closure plan. A detailed closure planning process will be undertaken for the Project five years prior to cessation of mining.
6.14.2	Decommissioning of the mining operations and surface facilities associated with the Project will occur progressively throughout the life of the Project, in accordance with conditions of the relevant mining titles. This will include progressive decommissioning of mine entries, ventilation fans, ventilation shafts, borehole facilities and associated surface facilities. A decommissioning plan will be prepared for each stage as part of the extraction plan and/or rehabilitation management plan process.
Waste	
6.15.1	The management of waste materials generated by the construction and operation of the Project will be managed through the design; procurement of construction materials and purchasing; identification and segregation of reusable and recyclable materials; processing materials for recycling; and considering environmental impacts for waste removal processes.

Community	
<i>Economic Development – Employment, Education and Training</i>	
6.16.1	UCML currently aims to maximise local employment and provide training and education opportunities through: <ul style="list-style-type: none"> • Advertising employment, apprenticeships and traineeships in local media; • Providing an employment pack that allows local residents to register their interest in employment opportunities at the UCML office; • Sharing information about mining careers at UCML and corporate entity with local schools; • Offering training opportunities through partnerships with local tertiary education providers; • Participating in the corporate school scholarship program; and • Continued implementation of Corporate and UCML Corporate Social Involvement (CSI) programs.
6.16.2	In addition to current practices, UCML proposes to: <ul style="list-style-type: none"> • Formalise a policy that gives local residents employment preference where they have the required skills and experience, and demonstrate a cultural fit with the organisation; • Provide access to the corporate careers centre via the UCML website so that local residents can easily register their interest in employment online; and • Develop partnerships with other local organisations, such as the Mudgee Regional Tourism Inc. Committee, to promote employment opportunities in non-mining related sectors to the families of UCML employees.
<i>Economic Development – Business Opportunities</i>	
6.16.3	UCML will continue to implement XCN Procurement Policy giving preference to sourcing materials and services from local companies where all other commercial factors are equal.
<i>Quality of Life – Community Investment</i>	
6.16.4	UCML will review its social involvement program three yearly in consultation with key stakeholders such as the Community Consultative Committee and Mid-Western Regional Council to ensure the program's focus areas remain relevant and address issues of greatest community need/challenge.
6.16.5	UCML will continue to reduce the impacts of its workforce on local health services by continuing current activities such as: <ul style="list-style-type: none"> • Running an in-house annual influenza vaccination program; • Providing in-house employee medical assessments every three years; • Offering First Aid training to employees; • Delivering a health promotion program for UCML employees; • Encourage raising funds for health-related causes (e.g. hospital equipment, the Cancer Foundation etc) through staff volunteering and fund raising activities.
<i>Quality of Life – Road Safety</i>	
6.16.6	UCML will continue to promote safe driver practices in its internal newsletter and apply a driver fatigue policy to all employees
6.16.7	UCML will investigate the possibility of providing a bus to transport workers as part of the Ulan Road Strategy, required by project approval conditions.
<i>Cumulative Impacts</i>	
6.16.8	UCML will continue to work with representatives from neighbouring mines to discuss and address issues of common concern in relation to management of cumulative impacts, in accordance with project approval requirements.
6.16.9	Ulan Coal Mines will participate in any working parties / forums which Council or government may establish to address the impact of regional development on health care, land availability, education and childcare services.
<i>Residential Subdivision Commitments</i>	
6.16.10	UCML will develop the remaining 74 residential allotments required to complete the obligations outlined in the Deed of Agreement (1983) signed by the Minister, UCML and Council in relation to the development of 250 serviced residential lots, as part of the former approval of Ulan Colliery. This development will be completed in consultation with Mid Western Regional Council (MWRC) to stage the subdivision release to meet predicted residential demand in accordance with the MWRC Land Use Strategy.
<i>Voluntary Planning Agreement</i>	
6.16.11	By the end of December 2011, UCML will seek to enter into a planning agreement with

<p>Council in accordance with Division 6 of Part 4 of the EP&A Act. This agreement will take into account the above mentioned commitments and any relevant contributions under previous consents for mining operations on the site, in order to provide for further reasonable contributions towards the provision of local infrastructure and services to meet the demand generated by the project in the Mid-Western Regional local government area. The agreement will also take into account the contributions made to development and maintenance of the public road system, in accordance with relevant project approval conditions.</p>	
<p>Environmental Management, Monitoring, Auditing and Reporting</p>	
<p>Annual Review</p>	
6.17.1	UCML will prepare an Annual Review, in accordance with project approval requirements.
<p>Surrender of Redundant Development Consents</p>	
6.17.2	UCML will surrender all other development consents that relate to activities that are adequately covered in the new project approval, in accordance with the new project approval conditions.
<p>Independent Environmental Audit</p>	
6.17.3	UCML will commission and pay the full cost of an Independent Environmental Audit of the Project in accordance with project approval conditions.

6.2 REPORTS

6.2.11 VOLUNTARY PLANNING AGREEMENT – XSTRATA COAL

REPORT BY GENERAL MANAGER VPA Xstrata Coal A0100051, A0420028

RECOMMENDATION

That:

1. the report on the Voluntary Planning Agreement (VPA) with Xstrata Coal for the Ulan Coal Operation be received;
2. Council states that its position for a VPA with Xstrata Coal for the Ulan Coal Mine in terms of dollars is as follows:

Xstrata Coal pays to Council for a VPA:

- A. \$1,800,000 payment for roads capital upgrade, to be paid to Council in three instalments, the first instalment within 30 days of the application being approved by the Department of Planning under Part 3A of the Environment Planning and Assessment Act. The second and third instalments to be paid on twelve and twenty four month anniversary respectively of the first instalment
- B. \$1,000,000 payment for community infrastructure upgrade capital projects to be paid in three instalments, the first instalment within 30 days of the application being approved by the Department of Planning under Part 3A of the Environment Planning and Assessment Act. The second and third instalments to be paid on twelve and twenty four month anniversary respectively of the first instalment .
- C. A one off payment of \$1,000,000 within 30 days of the application being approved by the Department of Planning under Part 3A of the Environment Planning and Assessment Act towards a Council owned Community Infrastructure project. This project to be agreed between Xstrata Coal and Council and will give recognition to Xstrata's contribution.
- D. Xstrata must pay to Council a road maintenance contribution of \$1,000,000 in ten equal instalments. The first instalment to be paid on the fourth anniversary of the first instalment of the capital payment referred to in paragraph "A" above. The second and subsequent instalments to be paid in 12 monthly intervals from the date of this first instalment.
- E. Xstrata must pay to Council a community infrastructure maintenance contribution of \$1,000,000 in ten equal instalments. The first instalment to be paid on the fourth anniversary of the first instalment of the capital payment

referred to in paragraph "B" above. The second and subsequent instalments to be paid in 12 monthly intervals from the date of this first instalment

3. the General Manager notifies Xstrata Coal of Council's position;
4. the General Manager be authorised to continue the negotiations on a VPA with Xstrata Coal, including a facilitated meeting with the Department of Planning if necessary but making it clear that Council's position is reasonable and that any variation to clause 2 of this resolution will need to be meaningfully justified;
5. if Xstrata Coal agree with the contents of this VPA then the General Manager be authorised to have a VPA document drafted by the Council solicitor and placed on public exhibition in accordance with the Environment Planning and Assessment Act;
6. the General Manager inform the Department of Planning and Minister for Planning of Council's position on the VPA with Xstrata Coal, requesting the Minister to include the VPA into the Minister Decision on the Development Application for the Ulan Coal Mine;

DETAILED REPORT

Council staff have been in discussion with Xstrata Coal for some time for a Voluntary Planning Agreement (VPA) for the Development Application that they currently have lodged with the Department of Planning. The application will in effect employ an additional 401 extra staff than are currently employed on the site. The amount of money that Council staff are pursuing is similar to other applications that have either come before this Council or been approved between other Councils and Mining operations.

Xstrata's latest offer to Council has been \$2,350,000 which is significant less than the \$5,800,000 being sought by Council and recommended in this report. Xstrata's point of view for offering the lesser amount is based on three main points.

- Historical payments for roads and community projects made to Council and the community including current commitments such as the Youth Worker Programme and the subdivision requirements at Gulgong.
- That this application is a consolidation of existing consents rather than a new development.
- They have paid additional rates over the years and that should be taken off the requested amount in the VPA.

Council staff response has been in line with the intent of a VPA as determined by the parliament of New South Wales. That intent is to allow Councils to better cater for the influx of people as a result of a new development. Remembering this application is indicating a further 401 workers plus their families into our communities. The VPA monies are used for upgrading and maintaining infrastructure in the community to a level enjoyed by the community prior to the influx of people as a result of the new applications and the demands they place on community infrastructure. Xstrata need to compensate this community on the demands on infrastructure services in our community. In short, Xstrata need to continue to support and recognise their role in the community.

A VPA must look forward and not be focused on past events or commitments. For example the subdivision at Gulgong forms part of a previously approved development application and was needed to address the pressures of the time of that application. This is evident by the current demands for residential accommodation in Gulgong.

The demand on Council services in particular Ulan and Cope Roads will be very high. These roads are already at substandard levels for the volume of traffic. Although Council is spending vast sums of money to improve these assets the additional employees and activities associated with this new development will place even greater demands on these Council roads.

It should be noted that this application from Xstrata is not only a consolidation but it also seeks consent to continue to mine coal for a further 20 years. So Xstrata's comment that this is simple a consolidation of existing consents is not accurate.

FINANCIAL IMPLICATIONS

Once this VPA is agreed and becomes operative, the amounts and projects will be included in the Management Plan.

STRATEGIC OR POLICY IMPLICATIONS

It has been Council's policy to enter into VPAs for major developments in this region.

WARWICK BENNETT
GENERAL MANAGER

11 May 2010



MID-WESTERN REGIONAL COUNCIL

Council Meeting Extract
Council Meeting: 19 May 2010

6.2 REPORTS TO COUNCIL

6.2.11 VOLUNTARY PLANNING AGREEMENT – XSTRATA COAL

A0100051, A0420028

127/10

MOTION: Shelley / Walker

That:

1. the report on the Voluntary Planning Agreement (VPA) with Xstrata Coal for the Ulan Coal Operation be received;
2. Council states that its position for a VPA with Xstrata Coal for the Ulan Coal Mine in terms of dollars is as follows:

included in Budget 2011-2015 ✓

<u>2011</u>	<u>2012</u>	<u>2013</u>
600,000	600,000	600,000

Xstrata Coal pays to Council for a VPA:

A. \$1,800,000 payment for roads capital upgrade, to be paid to Council in three instalments, the first instalment within 30 days of the application being approved by the Department of Planning under Part 3A of the Environment Planning and Assessment Act. The second and third instalments to be paid on twelve and twenty four month anniversary respectively of the first instalment

2011		
350,000	350,000	300,000

B. \$1,000,000 payment for community infrastructure upgrade capital projects to be paid in three instalments, the first instalment within 30 days of the application being approved by the Department of Planning under Part 3A of the Environment Planning and Assessment Act. The second and third instalments to be paid on twelve and twenty four month anniversary respectively of the first instalment.

1,000,000

C. A one off payment of \$1,000,000 within 30 days of the application being approved by the Department of Planning under Part 3A of the Environment Planning and Assessment Act towards a Council owned Community Infrastructure project. This project to be agreed between Xstrata Coal and Council and will give recognition to Xstrata's contribution.

2014 - 2023.

100,000

D. Xstrata must pay to Council a road maintenance contribution of \$1,000,000 in ten equal instalments. The first instalment to be paid on the fourth anniversary of the first instalment of the capital payment referred to in paragraph "A" above. The second and subsequent instalments to be paid in 12 monthly intervals from the date of this first instalment.



MID-WESTERN REGIONAL COUNCIL

Council Meeting Extract
Council Meeting: 19 May 2010

2014-2023

- E. Xstrata must pay to Council a community infrastructure maintenance contribution of \$1,000,000 in ten equal instalments. The first instalment to be paid on the fourth anniversary of the first instalment of the capital payment referred to in paragraph "B" above. The second and subsequent instalments to be paid in 12 monthly intervals from the date of this first instalment
3. the General Manager notifies Xstrata Coal of Council's position;
 4. the General Manager be authorised to continue the negotiations on a VPA with Xstrata Coal, including a facilitated meeting with the Department of Planning if necessary but making it clear that Council's position is reasonable and that any variation to clause 2 of this resolution will need to be meaningfully justified;
 5. if Xstrata Coal agree with the contents of this VPA then the General Manager be authorised to have a VPA document drafted by the Council solicitor and placed on public exhibition in accordance with the Environment Planning and Assessment Act;
 6. the General Manager inform the Department of Planning and Minister for Planning of Council's position on the VPA with Xstrata Coal, requesting the Minister to include the VPA into the Minister Decision on the Development Application for the Ulan Coal Mine;

The motion was put and carried.