

4/7/03

Ashton Coa Operations Pty Ltd
PO Box 699
Singleton
NSW 2330
Attention: Ian Callow

Our ref:

Dear Mr Callow

S90 Permit #1691 Ashton Mine - Open Cut Area

Enclosed is a section 90 consent for sites within the Ashton Mine Open Cut area.

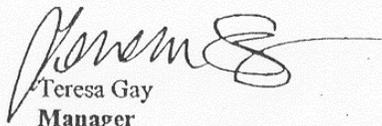
Please note the special conditions attached to this consent:

- 1) This consent does not cover human skeletal remains. If any human remains are uncovered during the project, then work must cease immediately and the NSW Police Service and the National Parks and Wildlife Service must be notified immediately.
- 2) This consent applies only to the extent of impacts identified for the activities defined for this application (Fig.1).
- 3) A Care and Control Permit has been issued to the Wanaruah LALC.

The permit covers only those locations described in Schedules A and B and Fig.1 of the consent. The period for which the consent is valid is found in section 4 of the conditions.

Should you require any further information please see the NPWS web site or Margrit Koettig on 9585 6922.

Yours Sincerely



Teresa Gay
Manager
Central Aboriginal Heritage Unit



**NSW
NATIONAL
PARKS AND
WILDLIFE
SERVICE**

ABN 30 841 387 271

Head Office
43 Bridge Street
PO Box 1967
Hurstville NSW
2220 Australia
Tel: (02) 9585 6444
Fax: (02) 9585 6555
www.npws.nsw.gov.au



Permit #:1691

PERMIT FOR CARE AND CONTROL OF CULTURAL ITEMS
(Aboriginal Objects under the National Parks and Wildlife Act)

Permit issued to:

Wanaruah LALC
PO Box 127
Muswellbrook
NSW 2333

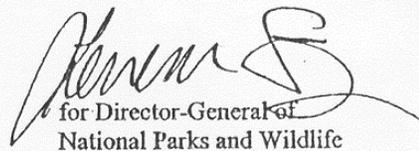
Authority is hereby given for the organisation named above to have care and control of the Aboriginal cultural items listed below:

Aboriginal Objects recovered as part of Consent to Destroy Permit #1691 for site NPWS#37-3-0497, 37-3-0498, 37-3-0504, 37-3-0505, 37-3-0506, 37-3-0507, 37-3-0508, 37-3-0509, 37-3-0510, 37-3-0512, 37-3-0513, 37-3-0519, 37-3-0520, 37-3-0524, 37-3-0525, 37-3-0528, 37-3-0529, 37-3-0530, 37-3-0531, 37-3-0532, 37-3-0559

TERMS AND CONDITIONS OF THIS PERMIT:

This Permit is issued subject to Specific Terms and Conditions (see over) pertaining to every Permit for Care and Control and detailed in the attached pages. This Permit is also subject to any Special Conditions which are detailed hereunder.

Dated at Sydney this 21st day of July 2003


for Director-General of
National Parks and Wildlife

Care and Control Permit - Specific Terms and Conditions

1. Items are to be stored securely as described in the application dated 11/6/03.
2. If items are loaned out for educational/display purposes, the responsibility for the safe keeping still rests with the organisation permit holder.
3. Items may not be moved to a new location without the approval of the Director-General. If it is proposed to transfer care and control, the intended recipient must forward an application for a care and control permit.
4. **Unrestricted access should be provided to Aboriginal Community Members and any reasonable request from other members of the public for research purposes.**



AHIMS PERMIT #:1591

CONSENT AND PERMIT TO COLLECT

**CONSENT TO CARRY OUT THE DESTRUCTION OF AN ABORIGINAL
OBJECT/PLACE AND PERMIT TO COLLECT AND/OR EXCAVATE FOR THE
PURPOSE OF SALVAGE**

WHEREAS the Aboriginal objects described in Schedule "A" are situated upon the land described in Schedule "B", and constitute Aboriginal object within the meaning of Section 90 of the National Parks and Wildlife Act 1974, and WHEREAS application has been made by:

Ian Callow

Ashton Coal Operation Pty Ltd

of (address in full):

**PO Box 699
Singleton NSW 2330**

FOR CONSENT to destroy those Aboriginal objects in the course of:

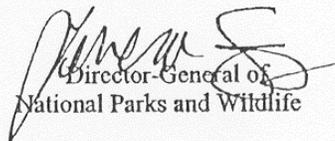
open cut mining and associated activities

NOW I, Brian Gilligan, Director-General of National Parks and Wildlife, in pursuance of Section 90 of the said Act, and subject to the conditions hereunder set out DO HEREBY CONSENT to the destruction of the said Aboriginal objects by the said applicant. AND FURTHER, in accordance with the said Conditions and in pursuance of Section 87 of the said Act, I DO HEREBY PERMIT the salvage collection and/or excavation of the said Aboriginal objects from the aforesaid land, prior to destruction of the Aboriginal objects.

TERMS AND CONDITIONS OF THIS CONSENT

This Consent is issued subject to General Terms and Conditions covering all archaeological Permits and Consents, as well as the Specific Terms and Conditions pertaining to Consents to destroy Aboriginal objects and any Special Conditions, all of which conditions are detailed in the attached pages.

DATED at Sydney this 21 day of July, 2003


Director-General of
National Parks and Wildlife

SCHEDULE A: The following sites and the deposits between them:

NPWS#37-3-0497	AMGE 318516	AMGN 6406329
NPWS#37-3-0498	AMGE 320916	AMGN 6406359
NPWS#37-3-0504	AMGE 319727	AMGN 6406284
NPWS#37-3-0505	AMGE 320650	AMGN 6406755
NPWS#37-3-0506	AMGE 320384	AMGN 6407026
NPWS#37-3-0507	AMGE 320146	AMGN 6406945
NPWS#37-3-0508	AMGE 320094	AMGN 6406775
NPWS#37-3-0509	AMGE 320104	AMGN 6406518
NPWS#37-3-0510	AMGE 320642	AMGN 6406440
NPWS#37-3-0512	AMGE 318299	AMGN 6405801
NPWS#37-3-0513	AMGE 318536	AMGN 6405790
NPWS#37-3-0519	AMGE 319057	AMGN 6406200
NPWS#37-3-0520	AMGE 320680	AMGN 6406986
NPWS#37-3-0524	AMGE 319737	AMGN 6406100
NPWS#37-3-0525	AMGE 319631	AMGN 6406100
NPWS#37-3-0528	AMGE 320920	AMGN 6406428
NPWS#37-3-0529	AMGE 319546	AMGN 6405851
NPWS#37-3-0530	AMGE 319418	AMGN 6406709
NPWS#37-3-0531	AMGE 320294	AMGN 6406386
NPWS#37-3-0532	AMGE 320278	AMGN 6406766
NPWS#37-3-0559	AMGE 319535	AMGN 6406043

SCHEDULE B:

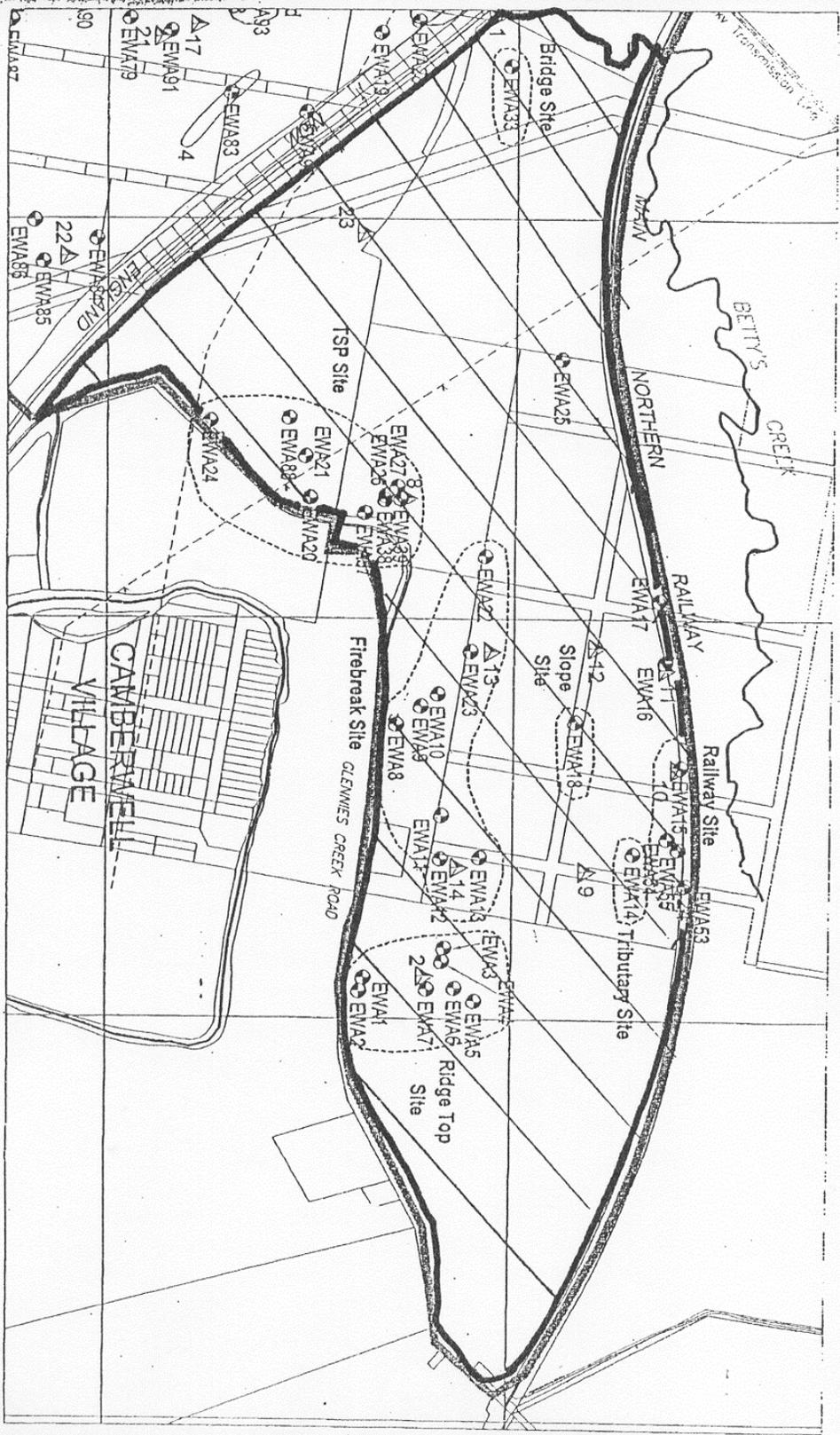
The above sites fall within the open cut area of the Ashton Mine (see Fig. 1).

SPECIAL CONDITIONS

- 4) This consent does not cover human skeletal remains. If any human remains are uncovered during the project, then work must cease immediately and the NSW Police Service and the National Parks and Wildlife Service must be notified immediately.
- 5) This consent applies only to the extent of impacts identified for the activities defined for this application (Fig.1).
- 6) Objects recovered are to be placed in the Care and Control of the Wanaruah LALC as per the attached Care and Control permit.

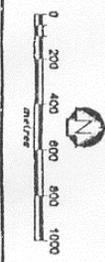
SPECIFIC CONDITIONS APPLYING TO CONSENT AND PERMIT TO SALVAGE

1. The Consent covers only those Aboriginal objects described in the instrument of Consent and in any Schedules thereto.
2. In the case of Consents granted to cover development activities, the Consent is granted to cover only those circumstances described in the Schedules, and subject to there not being discovered in the course of further operations, in the progress of that development requiring the Consent, any other Aboriginal objects which will be damaged or destroyed by the continuation of the operation. (Destruction of such Aboriginal objects would require the granting of a separate Consent).
3. The Consent is conditional upon all relevant development approvals having been obtained.



Area of S90 permit #1691

FIG. 1
 ARCHAEOLOGICAL SITES (VANESSA HARDY 2002)
 ARCHAEOLOGICAL SITES (JAN WITTER 2002)
 CUMULATIVE SUBSIDENCE CONTOUR
 REFERENCE: Base Plan Supplied by CoalResources Pty Ltd.



McLennand Jones Pty Limited
 5505 Grandview Street
 Rydalmuir, NSW
 612 2988 4422
 PROJECT FILE NUMBER
 UWA-2-587/0309

ARCHAEOLOGICAL SITES
 White Mining Limited
 Anthracite Project - Archaeological Assessment
 Caberwell, New South Wales
 APPROVED
 DATE
 February 2002

REVISOR DATE
 5
 July 2003

4. Should the Aboriginal objects listed in Schedule 'A' above remain in existence two (2) years from the date of this document, the Consent shall be deemed to be void, and any further damage to the Aboriginal objects will require the preparation of a new Consent document.
5. Prior to the Consent becoming effective, the Aboriginal objects described in the Schedules must be salvaged, following the guide-lines attached. Representatives of the following groups are endorsed to participate in the collection of the "objects" within the area covered by this consent:
 - ❖ Wonnarua Nation Aboriginal Corporation
 - ❖ Upper Hunter Wonnarua Council
 - ❖ Wonnarua Tribal Council
 - ❖ Lower Hunter Wonnarua Council
 - ❖ Ungaroo Aboriginal Corporation
 - ❖ Wanaruah LALC
 - ❖ Upper Hunter Combined Council Aboriginal Corporation
 - ❖ Wonnarua Custodians.
6. Any Aboriginal objects recovered, being the property of the Crown, shall be deposited at The Australian Museum, in accordance with adopted procedures for the deposition of Aboriginal objects as prescribed by The Australian Museum, at or before a period of two years from the date of expiration of the Permit or any renewal thereof, whichever occurs first. Information about deposition requirements can be obtained from the Aboriginal Collections Manager, Division of Anthropology, The Australian Museum, on (02) 339 8111.
7. At the same time that Aboriginal objects are deposited in the Australian Museum, a copy of the report referred to in clause 9 below and a copy of the report referred to in clause 14 of the General Terms and Conditions, field notes, site plans, section drawings and relevant photographs, shall be deposited at The Australian Museum.
8. Should any 'object', defined under the Heritage Act of NSW be uncovered, then excavation or disturbance of that area is to stop immediately and the Heritage Council of NSW is to be informed in accordance with S.146 of the Heritage Act, 1977 (as amended).

The Heritage Council can be contacted on (02) 9635 6155

A 'object' under the Heritage Act is defined as any deposit, object or material evidence-

- (a) which relates to the settlement of the area that comprises NSW, not being Aboriginal settlement; and
- (b) which is 50 or more years old.

9. The holder of the Permit shall furnish the National Parks and Wildlife Service with a report at the completion of the salvage work or expiry of the Permit or any renewal thereof, or as specified in the guide-lines, whichever occurs first. Such report shall include:
 - a complete list of all material recovered;
 - a detailed description of the methods of excavation/collection and analysis used;
 - a detailed plan of the site, including the location of collection areas, all trenches, auger holes and spoil heaps;

- summary of consultation undertaken with relevant Local Aboriginal Land Councils or relevant Aboriginal Community Groups.

GENERAL TERMS AND CONDITIONS

1. Permits and Consents are not transferable.
2. A Permit covers only that area stated in the Permit
3. A Consent covers only that area stated in the instrument of Consent and in any Schedules thereto.
4. Permits may be revoked at any time at the discretion of the Director-General.
5. Terms and conditions of Permits may be varied at any time at the discretion of the Director-General.
6. The Person to whom the Permit is issued or the Consent granted shall be responsible for the manner in which the work covered by the Permit or Consent is performed.
7. An officer of the National Parks and Wildlife Service, acting on the authority of the Director-General, may at any time examine work done or any objects recovered under any Permit or Consent.
8. Permits and Consents are necessary for all activities for which they are issued or granted, but do not in themselves give authority to enter or work on freehold land or leased Crown Land. Permission must be sought from the owner or occupier and arrangements made with him/her.
9. The holder of the Permit or Consent shall furnish, when required to do so, an undertaking to indemnify the National Parks and Wildlife Service against all actions, suits, claims and demands of whatsoever nature and all costs, charges and expenses in respect of any accident or injury to any person or property which may arise solely out of the existence of any works associated with the Permit or Consent.
10. All reports received in connection with work carried out under a Permit or Consent shall be treated as confidential but the National Parks and Wildlife Service shall have the right to copy all such reports, to allow consideration thereof by qualified referees.
11. For a period of five years from the date of issue of the Permit or Consent, the holder of the Permit or Consent may refuse to allow the National Parks and Wildlife Service and The Australian Museum, if such information is held by those institutions, to make public any information contained in any report referred to in Condition 10 above, except where it is deemed necessary for management, protection or research reasons. After this period of five years from the date of issue of the Permit or Consent, the Service and The Australian Museum shall have the right to use and authorise the use of information contained in all reports submitted under the Permit or Consent, except where specifically requested by the holder of the Permit or Consent.

12. Upon publication of any information relating to work done under a Permit or Consent, a copy of such publication(s) shall be forwarded to the National Parks and Wildlife Service, The Australian Museum, Sydney, and the Australian Institute of Aboriginal and Torres Strait Islander Studies, Canberra, unless permission to do otherwise has been obtained from the Service.
13. The holder of the Permit or Consent shall consult with the local Aboriginal community regarding the work covered by the Permit or Consent and shall respond to any reasonable request to involve the Aboriginal community in the work.
14. The National Parks and Wildlife Service and The Australian Museum may supply copies of relevant reports as furnished by the holder of the permit or Consent to local Aboriginal communities. Upon request by the Service, the holder of the Permit or Consent shall supply a summary of his/her findings with photographs, diagrams, etc., as required, to local Aboriginal communities or other interest local groups.

The holder of the Permit or Consent shall keep field records and a copy of all such records shall be lodged with the National Parks and Wildlife Service at the termination of each field work period. A copy of all field records shall be lodged with The Australian Museum at the time the archaeological materials are deposited with the Museum.

16. The holder of the Permit or Consent shall notify the local District office of the National Parks and Wildlife Service at the commencement and completion of fieldwork, and shall supply to District officers details of field work programs and results if requested.
17. In the event of a Permit being revoked -
 - a) The Person to whom that Permit was issued shall
 - (i) Furnish an undertaking to indemnify the National Parks and Wildlife Service against all actions, suits, claims and demands of whatsoever nature, and all costs, charges and expenses in respect of any accident or injury to any person or property which may arise solely out of the existence of any works associated with the Permit;
 - (ii) leave the areas, the subject of that Permit, in a condition satisfactory to the National Parks and Wildlife Service within two weeks from the date of revocation of that Permit;
 - (iii) furnish the National Parks and Wildlife Service within six months from the date of revocation of the Permit, a full report on the work completed at the date of revocation. Such a report shall include a complete list of any material recovered;
 - (iv) deposit any Aboriginal objects removed during work associated with the Permit, together with a copy of all field records, at The Australian Museum or at another place designated by the Museum, after these Aboriginal objects have been fully examined, or within six months from the date of revocation of that Permit whichever occurs sooner.
 - (b) The National Parks and Wildlife Service and The Australian Museum shall have the right to use and authorise the use of information collected under the Permit.