



**SIMEC**

MEMBER OF



# ARDROSSAN DOLOMITE QUARRY

**Five-year Compliance Report 2022  
(PEPR/MOP 2013/006)  
WPC-237**

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## 1 Declaration of accuracy

This report is prepared for the Department for Energy and Mining to fulfil the annual mining compliance reporting requirements for the tenements listed herein. The information contained in this report is to the best of my knowledge a true and accurate record of the mining activities and compliance status for the reporting period.

Name	Chris Smyth
Position	Group Manager – Environment, Regulatory and Stakeholder
Company or agent	OneSteel Manufacturing Pty Limited
Signature	
Date	29.06.2023
Summary of steps undertaken to review the compliance report to ensure its accuracy	Internal peer reviews by suitably qualified and experienced personnel and internal process of review by responsible managers.

## 2 Public liability insurance

Provide details relating to public liability insurance and attach a certificate evidencing insurance coverage as Appendix A to this compliance report. Documents provided should certify that the insurance is current.

Class of Business: Steel, metal, mining and energy  
Policy number: 110-01810346-14112 and 110-01810346-14123  
Policy holder: GFG Alliance Australia (comprising of Liberty Infrabuild Ltd, Liberty Primary Metals Australia Pty Ltd, SIMEC (Australia) Mining Pty Ltd, GFG Foundation (Australia) Ltd, Jahama Property Services Pty Ltd, Liberty ONESTEEL Corporate Services Pty Ltd, Liberty GREENPOWER Pty Ltd & SIMEC Energy Australia Pty Ltd), Tasmanian Electro Metallurgical Company Pty Ltd and all companies under their effective management control and all subsidiary corporations and related body corporates as defined in the Corporations Act 2001 (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.  
Insurance Period: 31/10/2022 to 31/10/2023  
Indemnity Limit: Public liability – any one occurrence \$50,000,000 and Product Liability – annual aggregate \$50,000,000  
Insurer: HDI Global SE Australia

### 3 Identification

Mine name(s)	Ardrossan Dolomite Quarry		
Tenement holder(s)	OneSteel Manufacturing Pty Ltd		
Operating company(s)	SIMEC Mining. Note: SIMEC Mining is a business of OneSteel Manufacturing Pty Limited. Reference to SIMEC Mining (or SIMEC) in this report will be a reference to OneSteel Manufacturing Pty Limited.		
Tenement number(s)	PM291, ML4040, ML4041, ML4042, ML4045, ML4044, ML4046, ML5317 MPL46, MPL132 MC4413		
Program for environment protection and rehabilitation PEPR(s) or mine operation plan (MOP) document	MOP/PEPR 2013/006 SIMEC reference WPC-174 Ardrossan MCN	PEPR/MOP no.(s)	2013/006
		PEPR(s)/MOP approval date	03/05/2013
Site contact	Name	Will Lynch	
	Email	will.lynch@simecgfg.com	
	Phone	(08) 8640 4149	
Location details	South of Ardrossan township on the Yorke Peninsula, South Australia		
Reporting period	From 01/01/2018	To 31/12/2022	
Compliance report submission date	29.06.2023		



## 4 Tenements

Table 4.1 provides a summary list and the status of currency of all tenements (Mineral Leases (MLs) and Miscellaneous Purpose Licences (MPLs)) covered by the approved PEPR.

**Table 4.1 Tenement summary**

Tenement	Tenement number	Approval date	Expiry date	Status of Currency
Private Mine (PM)				Tenements in place and active. Tenements renewed as required during the reporting period.
PM	291	14 August 1975	Not applicable	
Miscellaneous Purposes Licences (MPL)				
MPL	46	13 March 1996	22 December 2034	
MPL	132	24 February 2011	14 December 2042	
Mineral Leases (ML)				
ML	4040	14 December 1972	13 December 2042	
ML	4041	14 December 1972	13 December 2042	
ML	4042	14 December 1972	13 December 2042	
ML	4044	14 December 1972	22 December 2034	
ML	4045	14 December 1972	13 December 2042	
ML	4046	14 December 1972	13 December 2042	
ML	5317	23 December 1985	22 December 2034	

Figure 1 shows the general location of the Ardrossan Dolomite Quarry and the site layout is shown in Figure 2. An additional tenement (RL133) is held by SIMEC, however is managed under separate approvals and therefore is not included in this report. The location of RL133 is shown in Figure 2.



**Figure 1: General location of the Ardrossan Dolomite Quarry**



Figure 2: Ardrossan Dolomite Quarry layout overview

## 5 Other approvals

Table 5.1 provides a summary list and the current status of any approvals required to authorise the mining operation that are relevant to the achievement of environmental outcomes and objectives within the approved PEPR/MOP, and or compliance with the tenement conditions.

### 5.1 Other approvals

Approval document	Regulatory authority or other	Supporting documents	Relevant environmental outcome/objective or tenement condition	Status of currency
EPA Licence 13110 (Crushing, grinding or milling works (rock, ores or minerals; Extractive Industries)	Environment Protection Authority	Licence held at Environment Assurance and copies at work sites	Unauthorised damage under the Environment Protection Act 1993 (EP Act)	Current. Expires 30 April 2027.
Explosives Carriage Licence up to 60kg	SafeWork SA	Licence held at Ardrossan Office	Blasting	Expires 31 August 2023



## 6 Ore reserves and mineral resources

Table 6.1 provides a statement of the estimated mine life.

**Table 6.1 Estimated mine life**

<b>Estimated mine life</b> (years)	The mine life for the Ardrossan Dolomite Quarry is currently estimated to be 103* years.
<b>Notes</b> *Figure taken from The SIMEC Mining – Ardrossan Lom Forecast Report FY2022	

## 7 Mining, processing and waste storage activities

Summaries of the following can be found in the below:

- a summary of the quantity of ore mined and processed in the reporting period, and the expected quantity to be mined and processed in the next reporting period.
- a summary of the quantity of ore currently stockpiled on the tenement, the amount of concentrate or other products exported from the tenement in the reporting period, and the amount expected to be exported in the next reporting period.
- a summary of the amount of overburden or waste mined during the reporting period, the amount of overburden or waste to be mined during the next period and the amount of overburden or waste mined since commencement of mining operations.

**Table 7.1 Ore mining**

Ore mined – mine life	Ore mined – reporting period	Expected quantity to be mined during next reporting period	Quantity of ore stockpiled on the tenement at the end of reporting period
13,597,076* Tonnes	2,545,858 Tonnes	~2,000,000 Tonnes	2,517,429 Tonnes
<b>Production notes</b> *Ore Mined back to 2004			

**Table 7.2 Ore processing**

Ore processed – mine life	Ore processed – reporting period	Expected quantity of ore to be processed next reporting period
10,090,950* Tonnes	2,551,465 Tonnes	~400,000 tonnes
<b>Production notes</b> *Ore processed back to 2004		

**Table 7.3 Concentrate or other product exported**

Concentrate or other product exported – mine life	Amount of concentrate or other product exported – reporting period	Expected amount of concentrate or other product to be exported next reporting period
N/A	N/A	N/A
<b>Production notes</b> Only Dolomite Mined at Ardrossan		

**Table 7.4 Overburden or waste mined**

Overburden or waste mined – mine life	Overburden or waste mined – reporting period	Expected amount of overburden or waste to be mined next reporting period
2,279,150* Tonnes	1,046,640 Tonnes	~200,000
<b>Production notes</b> Overburden and waste back to 2004		
<b>Volume of potential acid forming (PAF) and non-acid forming (NAF) material mined during reporting period</b>		
N/A	N/A	N/A
<b>Remaining capacity of current waste facilities or planned future waste facilities as per approved PEPR/MOP</b>		
Ongoing assessment of SIMEC capacity of WRDs and Waste Facilities.	N/A	N/A
<b>Is there sufficient capacity in the current or planned future waste facilities as per approved PEPR/MOP? If not, include what future work is required.</b>		
Ongoing assessment of SIMEC capacity of WRDs and Waste Facilities.		

## 8 Compliance with environmental outcomes/objectives and leading indicator criteria

**Table 8.1 Compliance with environmental outcomes**

Aspect	Tenement(s)	Compliance status
Public safety	As per Section 4	Compliant
<b>Environmental outcome/objective</b>		
No public injuries or deaths as a result of unauthorised entry to site that could have been reasonably prevented by Arrium Mining		
<b>Tenement condition</b>		
N/A		
<b>Outcome/objective measurement criteria</b>		
OMC1 – That all incidents of unauthorised access are investigated and corrective actions closed out within 30 days or as otherwise agreed with the Regulator		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		
OMC1 – Mine site security and reporting processes implemented.		
<b>Leading indicator criteria.</b>		
No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		
N/A		
<b>Effectiveness of existing controls</b>		
Existing controls were considered adequate for the reporting period. No unauthorised damage to adjacent property or infrastructure from mining operations recorded in the period.		
<b>Supporting report reference</b>		
Community Complaints Register		

Aspect	Tenement(s)	Compliance status
Public safety/air traffic	As per Section 4	Compliant
<b>Environmental outcome/objective</b>		
WRD heights meet design specification in relation to CASA regulations		
<b>Tenement condition</b>		
N/A		
<b>Outcome/objective measurement criteria</b>		
OMC1 – WRD heights measured via survey OMC2 – Waste volumes via shift reports OMC3 – Footprint via on-ground survey		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		
OMC1 – WRD heights measured via survey OMC2 – Waste volumes via shift reports OMC3 – Footprint via on-ground survey and Drone surveys		
<b>Leading indicator criteria.</b>		
No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		
N/A		
<b>Effectiveness of existing controls</b>		
Existing controls were considered adequate for the reporting period		

<b>Supporting report reference</b> Mine Plan Mine closure and rehabilitation plan
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Aspect	Tenement(s)	Compliance status
Public safety/air traffic	As per Section 4	Compliant
<b>Environmental outcome/objective</b> No incidents occur in relation to the airstrip		
<b>Tenement condition</b> N/A		
<b>Outcome/objective measurement criteria</b> OMC1 – That all incidents relating to the airstrip are investigated and corrective actions closed out within 30 days or as otherwise agreed with the Regulator		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> N/A -Airstrip no longer in use		
<b>Leading indicator criteria.</b> N/A No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> N/A		
<b>Effectiveness of existing controls</b> N/A		
<b>Supporting report reference</b> N/A		

Aspect	Tenement(s)	Compliance status
Blasting/public safety	As per Section 4	Compliant
<b>Environmental outcome/objective</b> No public health, safety and nuisance impacts from air blast overpressure, vibrations and fly rock caused by blasting undertaken on site		
<b>Tenement condition</b> N/A		
<b>Outcome/objective measurement criteria</b> OMC1 – That all incidents as a result of blasting are investigated and vibrations and fly rock caused by blasting undertaken on site OMC2 – Ground vibration during blasting activities		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – Onsite Monitoring during all blast events.SIMEC and Orica Vibration monitoring. OMC2 – Onsite Monitoring during all blast events.SIMEC and Orica Vibration monitoring.		
<b>Leading indicator criteria.</b> No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> N/A		



<b>Effectiveness of existing controls</b>
Existing controls were considered adequate for the reporting period. Blast Plans prepared for all blasts.
<b>Supporting report reference</b>
Blast Plans prepared for all blasts. Vibration Monitoring reports

Aspect	Tenement(s)	Compliance status
Traffic	As per Section 4	Compliant
<b>Environmental outcome/objective</b>		
No incidents or accidents resulting from operational traffic associated with Ardrossan Dolomite Quarry operations across Yorke Highway that could have been reasonably prevented		
<b>Tenement condition</b>		
N/A		
<b>Outcome/objective measurement criteria</b>		
OMC1 – That all incidents involving operational traffic are investigated and corrective actions closed out within 30 days or as otherwise agreed with the Regulator		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		
OMC1 – That all incidents involving operational traffic are investigated and corrective actions closed out within 30 days or as otherwise agreed with the Regulator		
<b>Leading indicator criteria.</b>		
No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		
N/A		
<b>Effectiveness of existing controls</b>		
Existing controls were considered adequate for the reporting period. No Traffic incidents recorded in the Period.		
<b>Supporting report reference</b>		
TMP, Cority Incident reporting, Ardrossan Complaints Register		

Aspect	Tenement(s)	Compliance status
Heritage	As per Section 4	Compliant
<b>Environmental outcome/objective</b>		
No disturbance to Aboriginal or European artefacts or sites of significance, unless prior approval under the relevant legislation is obtained		
<b>Tenement condition</b>		
N/A		
<b>Outcome/objective measurement criteria</b>		
OMC1 – That discovery of suspected Aboriginal or European artefacts or remains are recorded, reported, investigated and that work has ceased until authorised by the appropriate authority (The Aboriginal Heritage Branch of the Department of the Premier and Cabinet or the SA Heritage Council) to recommence		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		
OMC1 – Unexpected finds and Heritage procedures in place and adhered to.		
<b>Leading indicator criteria.</b>		

No leading indicator included in PEPR
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>
N/A
<b>Effectiveness of existing controls</b>
Existing controls were considered adequate for the reporting period. No unauthorised damage to heritage from mining operations recorded in the period.
<b>Supporting report reference</b>
Unexpected finds procedure and reporting in the audit and incident reporting system.

Aspect	Tenement(s)	Compliance status
Pests, weeds or pathogens	As per Section 4	Compliant
<b>Environmental outcome/objective</b>		
No new species of weeds, plant pathogens or pests introduced, and no sustained increase in the abundance of existing weed or pest		
<b>Tenement condition</b>		
N/A		
<b>Outcome/objective measurement criteria</b>		
OMC1 – Compliance with Natural Resources Management Act 2004 (Act now ceased, replaced by the Landscape Act 2019) OMC2 – New weed incursions and abundance of existing weeds and pests compared to the continually updated weed map and that control measures are implemented and closed out as per QP50_62 by scheduled internal environment al audits		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		
OMC1 – Annual regulatory compliance audits OMC2 – No new weeds were recorded in the period. There were also no significant increases in the abundance of weeds in the year. The SIMEC Mining Pest Plant and Animal Control Strategy QP50.62 has been updated.		
<b>Leading indicator criteria.</b>		
No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		
N/A		
<b>Effectiveness of existing controls</b>		
Existing controls were adequate for the reporting year. Ongoing weed inspections utilising infield mapping and GIS. To supplement external contractors, environmental team will be trained to control weeds onsite (Chemcert – Weed management certifications in CY23). Additional weed controls are being assessed and considered for implementation.		
<b>Supporting report reference</b>		
Ardrossan Weed inspection reports		

Aspect	Tenement(s)	Compliance status
Soil (topsoil)	As per Section 4	Compliant
<b>Environmental outcome/objective</b>		
Existing soil quality and quantity is maintained		
<b>Tenement condition</b>		
N/A		
<b>Outcome/objective measurement criteria</b>		
OMC1 – Topsoil is stripped, stockpiled and maintained in accordance with Arrium Mining's Soil Management Plan (QP50_66) at topsoil stockpile areas (see Figure 8 in PEPR) and all corrective actions from audits logged out and closed out within 30 days or as otherwise agreed with the Regulator		

<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – Topsoil is stripped, stockpiled and maintained in accordance with QP50.66, with stockpiles showing no evidence of disturbance, compaction, erosion or weed infestations and maximum stockpile heights adhered to.
<b>Leading indicator criteria.</b> No leading indicator included in PEPR
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – Topsoil inspection and mapping processes continue.
<b>Effectiveness of existing controls</b> Existing controls were adequate for the reporting year. Ongoing topsoil inspections utilising infield assessment and GIS. Additional controls are being assessed and considered for implementation in CY23.
<b>Supporting report reference</b> Topsoil Inspections and Mapping, QP50.66 (Soil Management Plan).

Aspect	Tenement(s)	Compliance status
Waste disposal	As per Section 4	Compliant
<b>Environmental outcome/objective</b> All domestic or industrial waste is to be managed in accordance with relevant legislation		
<b>Tenement condition</b> N/A		
<b>Outcome/objective measurement criteria</b> OMC1 – Compliance with EPA requirements for waste disposal		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – Compliance with EPA requirements for waste disposal. Waste certificates kept and retained onsite.		
<b>Leading indicator criteria.</b> No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> N/A		
<b>Effectiveness of existing controls</b> Existing controls were adequate for the reporting period.		
<b>Supporting report reference</b> Waste Certificates and records kept onsite. Waste Management Work Instruction		

Aspect	Tenement(s)	Compliance status
Visual amenity	As per Section 4	Compliant
<b>Environmental outcome/objective</b> The contrasting and reflective aspects of WRDs are visually softened to blend in with the surrounding landscape		
<b>Tenement condition</b> N/A		
<b>Outcome/objective measurement criteria</b>		

OMC1 – Progressive rehabilitation actions at each phase of WRD development, via an assessment against the closure and rehabilitation plan (Section 8 PEPR), including annual aerial and ground surveys of the landform development and annual revegetation monitoring against the analogue (previously rehabilitated WRDs)
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – Timing and rehabilitation outcomes are assessed in the Mine Plan closure and rehabilitation documentation.
<b>Leading indicator criteria.</b> No leading indicator included in PEPR
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> N/A
<b>Effectiveness of existing controls</b> Existing controls were considered adequate for the reporting period.
<b>Supporting report reference</b> Mine closure and rehabilitation plan

Aspect	Tenement(s)	Compliance status
Air Quality	As per Section 4	Compliant
<b>Environmental outcome/objective</b> No public health and/or nuisance impacts to the public from dust generated by mining activities		
<b>Tenement condition</b> N/A		
<b>Outcome/objective measurement criteria</b> OMC1 – No incidents occurred where dust emissions from activities associated with mining activities on tenements or private mine reached or exceeded the FDR standard (QP50_68) ranking level of FDR2 without implementing adequate controls or postponing the activity OMC2 – All corrective actions are closed out within 30 days of notification of an incident or complaint, or as otherwise agreed with the impacted party or the Regulator		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – Compliance with WI50_004 (Complaints Management Protocol) and WI50_008 (Stakeholder Engagement and Communications Management). OMC2 – All corrective actions are closed out within 30 days of notification of an incident or complaint, or as otherwise agreed with the impacted party or the Regulator. Confirm no non-compliances against the Dust TARP (QP50.84) and Mines FDR Procedure (QP50.68).		
<b>Leading indicator criteria.</b> No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> N/A		
<b>Effectiveness of existing controls</b> Existing controls were considered adequate for the reporting. No Dust Complaints received for the reporting period.		
<b>Supporting report reference</b> Ardrossan Dust Management Plan WI50_004 (Complaints Management Protocol) WI50_008 (Stakeholder Engagement and Communications Management) Dust TARP (QP50.84) Mines FDR Procedure (QP50.68)		



Aspect	Tenement(s)	Compliance status
Third party property	As per Section 4	Compliant
<b>Environmental outcome/objective</b> No unauthorised damage (including that caused by fire) associated with Ardrossan Dolomite Quarry operations to adjacent public or private property or infrastructure		
<b>Tenement condition</b> N/A		
<b>Outcome/objective measurement criteria</b> OMC1 – Number of occurrences of damage to adjacent property or infrastructure		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – No confirmed damage to adjacent property or infrastructure.		
<b>Leading indicator criteria.</b> No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> N/A		
<b>Effectiveness of existing controls</b> Existing controls were considered adequate for the reporting period. No unauthorised damage to adjacent property or infrastructure from mining operations recorded in the period.		
<b>Supporting report reference</b> Community Complaints Register		

Aspect	Tenement(s)	Compliance status
Third party property - emergency	As per Section 4	Compliant
<b>Environmental outcome/objective</b> Bring the quarry back to compliance as soon as practical and modify management procedures to prevent a recurrence		
<b>Tenement condition</b> N/A		
<b>Outcome/objective measurement criteria</b> OMC1 – That all incidents involving emergency situations are investigated and corrective actions closed out within 30 days or as otherwise agreed with the Regulator		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – That all incidents involving emergency situations are investigated and corrective actions closed out within 30 days or as otherwise agreed with the Regulator		
<b>Leading indicator criteria.</b> No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> N/A		
<b>Effectiveness of existing controls</b> Existing controls were considered adequate for the reporting period. No unauthorised damage to adjacent property or infrastructure from mining operations recorded in the period.		
<b>Supporting report reference</b> Community Complaints Register		

Aspect	Tenement(s)	Compliance status
Flora	As per Section 4	Compliant
<b>Environmental outcome/objective</b> No permanent loss of abundance or diversity to native vegetation through clearance, dust/contaminant deposition, fire or other damage caused by mining operations on or off the tenements or private mine, unless prior approval under legislation is obtained		
<b>Tenement condition</b> N/A		
<b>Outcome/objective measurement criteria</b> OMC1 – Area of disturbance via visual inspection OMC2 – Extent of revegetated areas to be measured via aerial photography OMC3 – Annual photo point monitoring of revegetation plots from designated survey points		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – Area of disturbance via visual inspection OMC2 – Extent of revegetated areas to be measured via aerial photography OMC3 – Annual photo point monitoring of revegetation plots from designated survey points		
<b>Leading indicator criteria.</b> No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> N/A		
<b>Effectiveness of existing controls</b> Existing controls were considered adequate for the CY22 reporting year. Additional dust controls are being assessed and developed for 2023. Annual aerial and/or ground surveys of operational areas were conducted in the reporting period.		
<b>Supporting report reference</b> Ardrossan EMP Work Instructions Rehabilitation Plan		

Aspect	Tenement(s)	Compliance status
Groundwater	As per Section 4	Compliant
<b>Environmental outcome/objective</b> No adverse impact to the quality and quantity of groundwater caused by mining operations to existing users and water dependent ecosystems		
<b>Tenement condition</b> N/A		
<b>Outcome/objective measurement criteria</b> OMC1 – Drill holes abandoned in compliance with DMITRE guidelines OMC2 – Hazardous storage facilities comply to relevant Australian Standard OMC3 – Hazardous substance spills cleaned up as soon as practicable		
<b>Outcome/objective measurement criteria summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b> OMC1 – Drill holes abandoned in compliance with DMITRE guidelines OMC2 – Hazardous storage facilities comply to relevant Australian Standard OMC3 – Hazardous substance spills cleaned up as soon as practicable		
<b>Leading indicator criteria.</b> No leading indicator included in PEPR		
<b>Leading indicator summary. Further details can be provided in a supporting appendix, but sufficient details must be provided in this section.</b>		

N/A
<b>Effectiveness of existing controls</b> Existing controls were considered adequate for the reporting period. Weekly stores inspections are in place Regular monitoring of GWBS Annual Compliance Audits.
<b>Supporting report reference</b> Groundwater Reporting and Monitoring Reports

## 9 Compliance with non-outcome-based tenement conditions

Table 9.1, provides a statement on the compliance status (and evidence of this) of all tenement conditions of the leases and licences that do not relate to an environmental outcome in the approved PEPR.

**Table 9.1 Compliance with non-outcome-based tenement conditions**

Condition	Compliance status	Evidence
<b>ML4040, ML4041, ML4042, ML4044, ML4045, ML4046</b>		
Including in such lease during its continuance the following rights and liberties for the lessee and the lessee's agents servants and workmen in or upon said land:		
1. To mine and obtain for the lessee's own use and benefit All Minerals Except Extractive Minerals, Precious Stones, Salt, Coal and Gypsum in or upon said land; and	Compliant	The tenements have only been used for the agreed purposes during the reporting period.
2. For or incidental to the purpose aforesaid in or upon the said land a) To cut and construct races drains dams reservoirs roads and tramways; and b) To erect offices buildings works and machinery; and c) To erect dwellings for use by the lessee and the lessee's agents, servants and workmen for the purpose of residence and all other necessary or convenient powers authorities privileges and advantages for all or any of the purposes aforesaid subject to the provisions of the Act and regulations and the Mines and Works Inspection Act, 1920-1979, and all regulations made thereunder and subject to such rights interest and authorities as may be lawfully subsisting in the said land at the date of this lease except and always reserved out of this lease all substances other than those mentioned in the preceding paragraph (1) in or upon said land and all persons authorised by said Act and regulations shall have full and free liberty of access ingress egress and regress with or without horses cattle cart drays carriages motor cars engines and machinery and all other necessary implements and things into upon and from the said land and any part or parts thereof for all reasonable purposes and to mine and obtain all or any of the substances mentioned in the said preceding paragraph (1) in or upon the said land and for or incidental to these purpose the rights and liberties mentioned in the preceding paragraph (2) and also excepting and reserving all pastoral lessees (if any) of the said land a right of access and user for domestic purposes and for the purposes of watering stock to and of any surface water on the said land which shall not have been provided or stored by artificial means by the lessee. To hold the said land and premises with appurtenances (except and reserved and subject as aforesaid) unto the lessee from the Fourteenth day of December one thousand nine hundred and seventy two for and during the term of seven (7) years from thence next ensuing for the purposes of mining therein and thereon for All Minerals Except Extractive Minerals, Salt, Gypsum, Coal and Precious Stones together with the rights and liberties hereinbefore granted but for no other purpose. Yielding and paying therefore unto the Minister 1. Yearly and every year in advance on the 14 <sup>th</sup> day of December in each year during the said term the yearly rental of (ML 4040 Fifty Five Dollars (\$55.00); ML 4041 Forty Five Dollars (\$45.00); ML 4044 Thirty Five Dollars (\$35.00) MLs 4042, 4045, 4046, Ten Dollars(\$10.00)) and 2. A further sum yearly and each year during the said term a royalty of Two and One Half per centum on All Minerals Except Extractive Minerals, Salt, Gypsum, Coal and Precious Stones recovered from the said land during the year at the times and in the manner prescribed.	Compliant	The tenements have only been used for the agreed purposes during the reporting period.  All fees, taxes and royalties were paid as required during the reporting period.
And the lessee doth hereby covenant with the Minister in manner following that is to say:		
1. That the lessee will during the said term pay or cause to be paid to the Director at the offices of the Department of Mines and Energy in the said State on behalf of the Minister, the rent, and other sum hereby reserved at the times and in the manner hereinbefore	Compliant	All fees, taxes and royalties were paid as required during the reporting period.



Condition	Compliance status	Evidence
appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings, and deductions whatsoever.		
2. That the lessee will pay and discharge all rates taxes assessments impositions and outgoings which during the said term shall become payable in respect of the land.	Compliant	All fees, taxes and royalties were paid as required during the reporting period.
3. That the lessee will maintain in position during the said term all posts and boundary indicator markers required by the said regulations to be erected or placed on the said land in the manner prescribed by the said Act and regulations.	Compliant	All tenements were delineated as required during the reporting period.
4. That the lessee will mine the said land in a fair orderly skilful and workmanlike manner and bona fide exclusively for the purpose for which it is demised so as to effect the maximum recovery of the mineral resources consistent with economic practicability and shall ensure that all waste materials containing minerals are so placed that they are reasonably accessible for retreatment.	Compliant	Operations within the tenements were conducted in a fair, orderly, skilful, and workmanlike manner during the reporting period.
5. That the lessee will whenever required by the Director of Mines at the lessee's own cost and in the manner required by any regulations for the time being in force in that behalf cause to be made a survey of the said land and cause to be forwarded to the said Department of Mines a map or plan of such survey.	Compliant	No requests for surveys were received from the Department of Mines during the reporting period.
6. That the lessee will at all times during the said term to keep and preserve the mines and premises in good order repair and condition and in such good order repair and condition at the end or other sooner determination of the term deliver peaceable possession thereof and of all and singular the said land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof.	Compliant	Mining operations were kept in good order, in compliance with SIMEC safety and operating management systems.
7. That the lessee will furnish as prescribed by the said Act and regulations all returns prescribed by the said Act and Regulations.	Compliant	SIMEC undertook mining and processing activities in accordance with the Act during the reporting period.
8. That the lessee will permit the pastoral lessee (if any) of the said land at all times to have free access and user for domestic purposes and for the purposes of watering stock to and of any surface water on the said land which shall not have been provided or stored by artificial means by the lessee.	Compliant	Pastoral lease holders were permitted access to tenement areas where appropriate during the reporting period
9. That the lessee will not during the continuance of the said term without the written consent of the Minister first had and obtained use or occupy or permit to be used or occupied the said land other than for the purpose of exercising the rights and liberties hereinbefore granted.	Compliant	The tenements were only used for the agreed purposes during the reporting period.
10. That the lessee will permit any person who holds a right privilege or authority under the said Act or regulations to exercise the same.	Compliant	SIMEC allowed access to tenements where required, and safe to do so.
11. That the lessee will not during the said term assign, transfer, sublet, part with possession of or make the subject of any trust or other dealing, whether directly or indirectly, the said land for the whole or any part of the said term without the prior consent in writing of the Minister.	Compliant	SIMEC maintained possession and control of relevant tenements during the reporting period.
12. That the lessee will observe, perform and carry out the provisions of the said Act and regulations and the provisions of any Act for the time being in force relating to the use, enjoyment or occupation of mineral lands.	Compliant	SIMEC undertook mining and processing activities in accordance with the Act during the reporting period.
Provided always and it is hereby agreed and declared in manner following:		
14. That the lessee shall permit the Minister or the Director of Mines or any person duly appointed by either the Minister or the Director at all proper and reasonable times during the said term without any interruption from the lessee or the lessee's agents or servants to enter into and upon the said land to view and examine the mining operations conducted or performed in pursuance of this lease and to use all reasonable means to achieve such purpose and to examine and take extracts from all books accounts vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease.	Compliant	Requests for entry onto the tenement and inspection of associated operations were accommodated as required during the reporting period.
15. That the Minister may at any time require the lessee to pay any person an amount of compensation, stipulated by the Minister, to which that person is in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease.	Compliant	No compensation orders were received during the reporting period.
16. That the lessee shall on due performance and observance of the covenants conditions and provisos herein contained be entitled to a renewal from time to time of this lease for any period at each renewal not exceeding twenty-one years from the expiration of this lease or	Compliant	All tenement renewals were actioned as required during the reporting period.

Condition	Compliance status	Evidence
any renewal thereof at the rent for the time being chargeable by law in respect of the leases of the same class as this lease and shall be subject to the covenants, conditions and provisos prescribed by any Act or regulations for the time being in force relating to leases of the same class as this lease.		
17. That if the lessee shall during the said term commit any breach or shall fail to comply with any covenant condition or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided.	Compliant	No breaches were reported during the reporting period.
18. That if the rent or royalty shall be in arrear and unpaid for more than one calendar month after the day on which the same is payable under this lease it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the Government Gazette declaring this lease to be forfeited.	Compliant	All rent, taxes and royalties were paid as required during the reporting period.
19. That if the Minister has reason to believe that there has been a breach or non-compliance with any of the covenants conditions or provisos herein contained, other than a breach of the covenant for payment of the said rent or royalty the Minister shall give or cause to be given by any duly authorised officers of the Minister written notice to the lessee specifying the covenants conditions or provisos which he has reason to believe are not being with and notifying the lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenants conditions or provisos are duly complied with and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the lessee the Minister may cancel this lease notwithstanding that the rent or other royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by duly authorised officers of the Minister a notice in the Government Gazette declaring this lease to be forfeited. In case of a breach of the covenant for payment of the said rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned.	Compliant	All rent, taxes and royalties were paid as required during the reporting period. No non-compliance notices were received by SIMEC during the reporting period.
20. That a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the Government Gazette shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited.	Compliant	No forfeiture occurred during the reporting period.
21. Where the Warden's Court has recommended that the forfeiture of a lease under Section 70 of the said Act the Minister may forfeit the lease in the manner prescribed in that Section.	Compliant	No forfeiture occurred during the reporting period.
22. That the lessee subject to his compliance with the covenants conditions and provisos of this lease shall be at liberty to surrender this lease by giving to the Minister three calendar months' notice in writing of the lessee's desire or intention to do so.	Compliant	No surrender of tenement(s) occurred during the reporting period.
23. That a) Any notice to be given to or demand to be made upon the lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the lessee at the address of the lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the lessee within three days following the day on which the envelope containing such notice or demand is posted. b) In the construction of these presents each and every word term or expression defined in the Section 6 of the said Act shall have the same meaning where used in these presents, the masculine shall include the feminine, words importing persons shall include corporations, and the singular shall include the plural where the context or circumstances require and unless inconsistent with or repugnant to the context the following words shall have the meanings set opposite them respectively "the said land" includes any part thereof; "the said term" includes any renewal or extension thereof.	Noted	N/A
<b>ML5317</b>		
2. The lessee together with his servants and agents shall have the following rights and liberties during the continuance of this lease, namely:		

Condition	Compliance status	Evidence
(1) To conduct mining operations and obtain for the Lessee's own use and benefit All Minerals Except Extractive Minerals, Precious Stones, Salt, Coal and Gypsum in the manner prescribed in the First Schedule hereto	Compliant	The tenements have only been used for the agreed purposes during the reporting period.
(2) For or incidental to the purposes aforesaid: a. To cut and construct races, drains, dams, reservoirs, roads and tramways;	Compliant	The tenements have only been used for the agreed purposes during the reporting period.
(3) To sell and dispose of the minerals obtained, from the land in pursuance of this lease or to utilise any such minerals for any commercial or industrial purpose.	Compliant	The tenements have only been used for the agreed purposes during the reporting period.
3. This lease shall be for a term of Twenty One (21) years ('the term') commencing on the twenty third day of December 1985.	Compliant	The tenement was renewed in December 2013, with current expiry now in December 2034.
4. The lessee shall use the land for the purposes of mining therein and thereon for All Minerals Except Extractive minerals, Precious Stones, Salt, Coal and Gypsum together with the rights and liberties hereinbefore granted and for no other purpose.	Compliant	The tenements have only been used for the agreed purposes during the reporting period.
5. The Lessee shall pay to the Minister: 1. Yearly in advance on the Twenty Third day of December in each year during the term the yearly rental as prescribed by the Regulations, and, 2. A further sum during the term, being a royalty of Two and One Half per centum on All Minerals Except Extractive Minerals, Precious Stones, Salt, Coal and Gypsum recovered from the land to the times and in the manner prescribed.	Compliant	All fees, taxes and royalties were paid as required during the reporting period.
6. The Lessee hereby further covenants with the Minister as follows:		
(1) To pay or cause to be paid to the Director at the offices of the Department of Mines and Energy in the State on behalf of the Minister, the rent, and other sum hereby reserved at the times and in the manner hereinbefore appointed for payment thereof free and clear of all rates, taxes, impositions, outgoings, and deductions whatsoever	Compliant	All fees, taxes and royalties were paid as required during the reporting period.
(2) To pay and discharge all rates taxes assessments impositions and outgoings which shall become payable in respect of the land	Compliant	All fees, taxes and royalties were paid as required during the reporting period.
(3) To maintain in position all posts, boundary indicator markers and notices required by the Regulations to be erected or placed on the land in the manner prescribed by the Act and the Regulations.	Compliant	All tenements were delineated as required during the reporting period.
(4) To mine the land in a fair, orderly skilful and workmanlike manner in accordance with the First Schedule hereto and bona fide exclusively for the purpose for which it is demised so as to effect the maximum recovery of the mineral resources consistent with economic practicability and shall ensure that all waste materials containing minerals are so placed that they are reasonably accessible for retreatment.	Compliant	Operations within the tenements were conducted in a fair, orderly, skilful, and workmanlike manner during the reporting period.
(5) To supply the Director, forthwith upon written request, with a copy of such records kept pursuant to Section 77 of the Act	Compliant	SIMEC undertook mining and processing activities in accordance with the Act during the reporting period.
(6) To make a survey of the land and cause a map or plan of such survey to be sent to the Director whenever the Director requires, and any and every such survey shall be at the Lessee's own cost and, shall be carried out in the manner required by the regulations (whether under the Act or otherwise).	Compliant	No requests for surveys were received from the Department of Mines during the reporting period.
(7) At all times to keep and preserve the mines and premises in good order, repair and condition and in such good order, repair and condition at the end or sooner determination of the term deliver peaceable possession thereof and of all and singular the land hereby leased unto the Minister or to some officer duly authorised by him to receive possession thereof.	Compliant	Mining operations were kept in good order, in compliance with SIMEC safety and operating management systems.
(8) To furnish all returns prescribed by the Act and Regulations.	Compliant	All relevant requirements were complied with during the reporting period.
(9) To permit the pastoral lessee (if any) of the land to have free access and user at all times for domestic purposes, and for the purposes of watering stock from any surface water on the land which shall not have been provided or stored by artificial means by the Lessee.	Compliant	Pastoral lease holders were permitted access to tenement areas where appropriate during the reporting period
(10) Not to use or occupy the land or permit the same to be used or occupied otherwise than for the purpose of exercising the rights and liberties hereinbefore granted without first obtaining the written consent of the Minister.	Compliant	The tenements were only used for the agreed purposes during the reporting period.

Condition	Compliance status	Evidence
(11) Not to assign, transfer, sublet the land, or make the land subject of any trust or other dealing, whether directly or indirectly, for the whole or any part of the term without first obtaining the written consent of the Minister.	Compliant	SIMEC maintained possession and control of relevant tenements during the reporting period.
(12) To observe, perform and carry out the provisions of the Act and Regulations and the provisions of any other Act or regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands.	Compliant	SIMEC undertook mining and processing activities in accordance with the Act during the reporting period.
(13) To perform and comply with all the conditions set out in the Second Schedule annexed hereto.	Compliant	SIMEC undertook mining and processing activities in accordance with the Second Schedule during the reporting period.
(14) To permit the Minister or the Director or any person duly appointed by either of them at all proper and reasonable times without any interruption from the Lessee or the Lessee's agents or servants to enter into and upon the land to view and examine the mining operations conducted in pursuance of this lease and to use all reasonable means to achieve such purposes and to examine and take extracts from all books, accounts, vouchers or documents appertaining to the Lessee's mining operations in pursuance of this lease.	Compliant	Requests for entry onto the tenement and inspection of associated operations were accommodated as required during the reporting period.
(15) That the Minister may, at any time, require the Lessee to pay any person an amount of compensation, stipulated by the Minister, to which the person is, in the opinion of the Minister, entitled in consequence of the conduct of mining operations in pursuance of this lease and the Lessee shall comply forthwith with such requirement.	Compliant	No compensation orders were received during the reporting period.
(16) That if the lessee shall fail to comply with any covenant condition or proviso herein contained this lease shall be liable to forfeiture in the manner hereinafter provided	Compliant	All tenement renewals were actioned as required during the reporting period.
(17) That if the rent or royalty shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable it shall be lawful for the Minister to cancel this lease and the Minister may thereupon insert a notice in the <i>Government Gazette</i> declaring the lease to be forfeit.	Compliant	All rent, taxes and royalties were paid as required during the reporting period.
(18) That if the Minister has reason to believe that that there has been a breach or non-compliance with any of the covenants, conditions or provisos herein contained, other than a breach of the covenant for payment of the rent or royalty, the Minister may give or cause to be given by any duly authorised officer of the Minister, written notice to the Lessee specifying the covenants, conditions or provisos which he has reason to believe are not being complied with and notifying the Lessee that this lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenants, conditions or provisos are duly complied with, and if at the expiration of such notice such covenants, conditions or provisos are still not being complied with by the Lessee, the Minister may cancel this lease notwithstanding that the rent or other royalty payable under this lease for the period during which such breach is committed may have been paid and notwithstanding any implied waiver of such breach by the Minister and the Minister shall thereupon cause to be inserted by any duly authorised officer of the Minister a notice in the <i>Government Gazette</i> declaring this lease to be forfeited. In case of a breach of the covenant for payment of the rent or royalty the Minister may exercise the power of cancellation without giving the written notice hereinbefore mentioned.	Compliant	All rent, taxes and royalties were paid as required during the reporting period. No non-compliance notices were received by SIMEC during the reporting period.
(19) That a notice of forfeiture as hereinbefore mentioned in the last two preceding provisos so published in the <i>Government Gazette</i> shall be taken to be conclusive evidence that this lease has been legally cancelled and forfeited	Compliant	No forfeiture occurred during the reporting period.
7. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.	Noted	N/A



Condition	Compliance status	Evidence
<p>8. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, the masculine shall include the feminine, words importing persons shall include corporations, and the singular shall include the plural where the context or circumstances require and unless inconsistent or repugnant to the context the following words shall have the meanings set opposite them respectively</p> <ul style="list-style-type: none"> <li>i. 'amendment' includes an addition, excision or substitution;</li> <li>ii. 'the Act' means the Mining Act 1971, as amended, together with any amendment thereof;</li> <li>iii. 'the Director' means the Director of Mines;</li> <li>iv. 'the land' includes any part thereof;</li> <li>v. 'the Lessee' means and includes <ul style="list-style-type: none"> <li>a. In the case of a natural person the executors, administrators and assigns of that person;</li> <li>b. In the case of a body corporate the successors, administrators or permitted assigns thereof;</li> </ul> </li> <li>vi. 'the Minister' means the Minister of Mines and Energy, being a corporation sole pursuant to the provisions of the Act;</li> <li>vii. 'the Regulations' means the Regulations under the Act in force for the time being;</li> <li>viii. 'the term' includes any renewal or extension thereof.</li> </ul>	Noted	N/A
<p><b>First Schedule</b></p> <p>1. Mining operations for the recovery of dolomite may be conducted over the area of the lease in accordance with a development programme approved by the Chief Inspector of mines.</p>	Compliant	The tenements were only used for the agreed purposes during the reporting period.
<p>2. Overburden and waste material from Private Mine 291 may be deposited in the area of the lease shown on the attached plan in accordance with a development plan approved by the Chief Inspector of Mines.</p>	Compliant	The tenements were only used for the agreed purposes during the reporting period.
<p><b>Second Schedule</b></p> <p>1. Rehabilitation shall be progressive and to the satisfaction of an Inspector of Mines.</p> <p>Without limiting the generality or derogating from Clause 6(12) of this agreement, the lessee shall comply with the provisions of</p> <ul style="list-style-type: none"> <li>• The Mines and Works Inspection Act, the Regulations made thereunder or any lawful direction given by an Inspector pursuant to the provisions of the Act or any legislation amending, repealing or replacing the Act.</li> </ul> <p>Note: Any variation to the specification above must have the prior written consent of the Minister.</p>	Compliant	Rehabilitation was managed in compliance with PEPR2013/006 during the reporting period.
<b>MPL46, MPL132</b>		
<p>2. It is hereby further agreed and declared between the parties hereto that the licence is granted upon the further conditions set out hereunder:</p>		
<p>1) The Licensee shall pay to the Minister licence fee at the offices of the Department of Mines and Energy in South Australia.</p>	Compliant	All rent, taxes and royalties were paid as required during the reporting period.
<p>2) The Licensee may enter upon the land and do all things effective in pursuance or ancillary to the purpose for which this licence is granted and do such things in a fair, orderly skilful and workmanlike manner;</p>	Compliant	The tenements were only used for the agreed purposes during the reporting period. Operations within the tenements were conducted in a fair, orderly, skilful, and workmanlike manner during the reporting period.
<p>3) The Licensee shall pay and discharge all rates, taxes, assessments, impositions and outgoings which shall become payable in respect of the land</p>	Compliant	All rates, taxes and other fees were paid as required during the reporting period.
<p>4) The Licensee shall comply with the provisions of the Act and the Regulations, and the provisions of any other Act and regulations for the time being in force relating to the use, enjoyment or occupation of mineral lands.</p>	Compliant	All relevant requirements were complied with during the reporting period.
<p>5) The Licensee shall do such things in pursuance of this licence in such a manner as to</p> <ul style="list-style-type: none"> <li>a. To prevent the pollution to or contamination of surface or underground waters, and</li> <li>b. To minimise surface damage to the land.</li> </ul>	Compliant	Surface water, groundwater and land disturbance were managed in compliance with PEPR2013/006 during the reporting period.
<p>6) The Licensee shall ensure that, in drilling or other underground investigations, no interconnection between ground water aquifers occurs.</p>	Compliant	Drilling operations and underground investigations ensured that no interconnection between aquifers occurred.
<p>7) The Licensee shall permit the Minister or the Director or any person duly appointed by either of them at all reasonable times</p>	Compliant	Requests for entry onto the tenement and inspection of associated operations were

Condition	Compliance status	Evidence
to enter upon the land and survey and examine the condition thereof.		accommodated as required during the reporting period.
8) The Licensee shall, in using and exercising the licence hereby granted, take all necessary action to afford adequate protection against detriment resulting from the conduct of operations in pursuance of the licence.	Compliant	Land access and public safety were managed in compliance with PEPR2013/006 during the reporting period. Mining operations were kept in good order, in compliance with SIMEC safety and operating management systems.
9) <b>MPL46.</b> The Licensee shall perform and comply with all of the conditions set out in Schedule C attached hereto. <b>MPL132.</b> The Licensee shall perform and comply with all of the conditions set out in First & Second Schedules attached hereto.	Compliant	All relevant requirements were complied with during the reporting period.
3. Any notice to be given to or demand to be made upon the Lessee by or on behalf of the Minister shall be deemed to be duly given or made if the same be left at or sent through the post in a prepaid envelope addressed to the Lessee at the address of the Lessee shown in the Mining Register and any such mode of service shall in all respects be valid and effectual and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Lessee within three days following the day on which the envelope containing such notice or demand is posted.	Compliant	All relevant requirements were complied with during the reporting period.
4. In the construction of these presents each and every word, term or expression defined in the Act shall have the same meaning where used in these presents, the masculine shall include the feminine, words importing persons shall include corporations, and the singular shall include the plural where the context or circumstances require and unless inconsistent or repugnant to the context the following words shall have the meanings set opposite them respectively i. 'amendment' includes an addition, excision or substitution; ii. 'the Act' means the Mining Act 1971, as amended, together with any amendment thereof; iii. 'the Director' means the Director of Mines; iv. 'the land' includes any part thereof; v. 'the Lessee' means and includes aa. In the case of a natural person the executors, administrators and assigns of that person; bb. In the case of a body corporate the successors, administrators or permitted assigns thereof; vi. 'the Minister' means the Minister of Mines and Energy, being a corporation sole pursuant to the provisions of the Act; vii. 'the Regulations' means the Regulations under the Act in force for the time being; viii. 'the term' includes any renewal or extension thereof.	Noted	N/A
<b>MPL46</b>		
<b>Schedule B</b> 1. Ancillary mining operations for the construction of an overburden waste dump may be conducted over the area of the licence.	Compliant	The tenements have only been used for the agreed purposes during the reporting period.
2. Ancillary mining operations and rehabilitation shall be conducted in accordance with a development program approved in writing by the Chief Inspector of Mines.	Compliant	Mining operations were undertaken and managed in compliance with PEPR2013/006 during the reporting period.
3. Land disturbed by ancillary mining operations shall be rehabilitated.	Compliant	Land disturbance was undertaken and managed in compliance with PEPR2013/006 during the reporting period.
<b>Schedule C</b> 1. The outer perimeter of the overburden waste dump shall be progressive re-contoured to a regular landform and shall be revegetated to the satisfaction of the Chief Inspector of Mines.	Compliant	Overburden waste dump has been progressively contoured as per the Mine plan
2. The perimeter faces of the overburden waste dump shall be battered at an angle of not greater than 11.3°, i.e. Not greater than 1 vertical to 5 horizontal, and shall be spread with topsoil and sown to native vegetation.	Compliant	Overburden waste dump has been progressively contoured as per the Mine plan
<b>MPL132</b>		
<b>First Schedule</b> 1. The Miscellaneous Purpose Licence (MPL) is granted for the purpose of storing overburden specifically for use in association with the mining operation known as Ardrossan Quarry authorised under Private Mine (PM) 291 and mining tenement(s) Mineral Leases MLs) 4040, 4041, 4042, 4044, 4045, 4046, 5317 and Miscellaneous Purpose Licence (MPL) 46, in accordance with the Miscellaneous Purposes Licence Proposal document dated 10 June 2019.	Compliant	The tenements have only been used for the agreed purposes during the reporting period.

Condition	Compliance status	Evidence
2. The Licensee must not commence or undertake any activities on the land authorised under this Licence until a Mining and Rehabilitation Program (MARF) has been approved by the Minister and a bond has been paid in accordance with Section 62 of the <i>Mining Act 1971</i> .	Compliant	Mining operations were undertaken and managed in compliance with PEPR2013/006 during the reporting period.
3. The Licensee must prepare a MARF that complies with the requirements of guidelines approved by the Director of Mines and include environmental outcomes and criteria that are developed in consultation with relevant stakeholders.	Compliant	Mining operations were undertaken and managed in compliance with PEPR2013/006 during the reporting period.
4. The criteria included in the MARF must demonstrate clear and unambiguous achievement of the environmental and mine closure outcomes specified in Schedule 2 by: <ul style="list-style-type: none"> <li>• Including the specific parameters to be measured and monitored by the Licensee</li> <li>• Specifying the locations that the parameters will be measured, or how these locations will be determined</li> <li>• Clearly stating the acceptable values for demonstrating achievement of the outcome, with consideration for inherent errors in measurement</li> <li>• Specifying the frequency of the monitoring by the Licensee</li> <li>• Identifying what background or control data are to be used or specify how it will be acquired (if necessary)</li> </ul>	Compliant	Mining operations were undertaken and managed in compliance with PEPR2013/006 during the reporting period.
5. The Licensee must implement and comply with the approved MARF	Compliant	Mining operations were undertaken and managed in compliance with PEPR2013/006 during the reporting period.
6. The Licensee must review the MARF on request of the Director of Mines within a time specified in the request and submit the revised MARF for approval to the Director of Mines.	Compliant	No requests to review PEPR2013/006 were received during the reporting period.
7. The Licensee agrees the MARF will be made available for public inspection.	Compliant	Noted
8. The Licensee must demonstrate upon request and to the Director of Mines, the Licensee's capability and competence to comply with the requirements of the <i>Mining Act 1971</i> , the conditions of this licence, and the MARF.	Compliant	All requests for information have been complied with during the reporting period.
9. The Licensee must provide to the Director of Mines a Mining and Rehabilitation Compliance Report (MARCR) on operations carried out on the licence and compliance with the approved MARF. The MARCR must be submitted every year, within 2 months after the anniversary of the date the licence was granted, or at some other time agreed with the Director of Mines in accordance with guidelines approved by the Director of Mines. The Licensee agrees to the MARCR being made available for public inspection.	Compliant	This compliance report meets the requirements of this condition.
10. The Licensee must, if requested by the Director of Mines, undertake an independent audit of achievement of the environmental outcomes of the MARF, by an independent expert approved by the Director of Mines. The audit will be made available to the public, in a manner and form to be determined by the Director of Mines. The Licensee must meet all charges and costs of undertaking the independent audit.	Compliant	No requests for audits were received during the reporting period.
11. At least three months prior to Licence relinquishment or expiry, the Licensee must provide to the Minister a Mine Completion Report prepared in consultation with the landowner and in accordance with guideline approved by the Director of Mines, which demonstrates achievement of the completion criteria as specified in the current MARF.	Compliant	Closure of the operation or relinquishment of the lease was not applicable during this reporting period.
12. The Licensee must, prior to commencing operations under this licence and for the duration of the Licence maintain public liability insurance to cover all operations under the Licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than \$20 million or such greater sum as specified by the Director of Mines, and make such amendments to the terms and conditions of the insurance as the Director of Mines may require. A copy of the cover note of certificate of currency for the insurance must be provided to the Director of Mines upon request.	Compliant	Public liability insurance was maintained for the reporting period. Refer to Appendix A.
13. If requested by the Director of Mines, the Licensee must engage an independent and reputable risk assessor to prepare a risk assessment report detailing the public liability risks arising from out of the conduct of operations on the Licence, and recommending the level of amount of public liability cover (in respect of any one occurrence) that should be affected and maintained by the Licensee. In preparing the risk assessment report, the assessor must consult with the landowner and the Director of Mines. In specifying the level of insurance required, the Director of Mines accepts no liability for the completeness, adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or	Compliant	No request for an independent risk assessment was received during the reporting period.

Condition	Compliance status	Evidence
exclusions of the insurance in respect of how the Licensee may or may not respond to any loss, damage or liability.		
14. The Licensee must report any non-conformance with these conditions or approved MARP to the Director of Mines. A verbal notification must be provided within 24 hours, after the Licensee becomes aware of the non-compliance. A written report must be provided within 3 days or such time period as approved by the Director of Mines.	Compliant	No non-compliances were reported in the period.
15. In requesting a review of the bond required under the Mining Act 1971, the Minister may request that written quotes from a third party are obtained by the Licensee for the cost of rehabilitating the site to the requirements specified in the approved MARP. The Licensee must meet all the charges and costs in obtaining and maintaining the Bond.	Compliant	No request was received to review the bond during the reporting period.
<b>Second Schedule – Environmental Outcomes</b>		

## 10 Rectification of non-compliances

**Table 10.1 Rectification of non-compliances**

Date of the incident N/A	Date the incident was reported N/A
What environmental outcome/objective or tenement condition was breached? N/A	
State the cause of the non-compliance N/A	
Detail any actions taken or yet to be taken to rectify the non-compliance and to prevent the recurrence of any such noncompliance. N/A	

Where non-compliances under regulation 79 of the *Mining Regulations 2020* have previously been reported in compliance reports and not fully rectified at the time of reporting, a status update to assess the effectiveness of rectification must be provided.

**Summarise actions being undertaken to rectify previous non-compliances.** If unable to demonstrate compliance, state reasons relevance of the outcome/objective and measurement criteria to the current risk profile of the project or current stage of the project.  
Click to enter text

## 11 Disturbance and rehabilitation activities

The tables below provide a summary of the disturbance and rehabilitation activities. A map showing the amount of area disturbed and rehabilitated in the reporting period is shown in Figure 3.

**Table 11.1 Disturbance activities**

Area	Description of disturbance activity carried out during the reporting period	Amount of land disturbed during the reporting period (hectares)	Total area disturbed (hectares)
Ardrossan	No native vegetation clearance was recorded in the period. Any ground disturbance was undertaken on pre-disturbed, mined or agricultural land.	~5 ha	~150 ha
<b>Total</b>		~5 ha	~150 ha

**Table 11.2 Rehabilitation activities**

Area	Description of rehabilitation works carried out during the reporting period	Amount of land rehabilitated during the reporting period (hectares)	Estimated amount of land to be rehabilitated in the next reporting period (hectares)	Total amount of land where rehabilitation works are completed (hectares)
Ardrossan	Rehabilitation areas shown in Figure 3	4 ha	9.15 ha	25.15 ha
<b>Total</b>		4 ha	9.15 ha	25.15

Click + to repeat row

Strategies implemented to avoid or minimise disturbance	
<p>SIMEC utilises the QP50.65 – vegetation clearance process and a system of checks to minimise disturbance and the clearance of native vegetation at SIMEC Mining sites. The intent of this process is to ensure that all preparation and checks are carried out to the required extent and mistakes in the clearance of vegetation are avoided.</p> <p>The QP50.65 clearance process is summarised below.</p> <ol style="list-style-type: none"> <li>1. The requirement to disturb land or clear native vegetation is identified.</li> <li>2. All possible alternatives and minimisation of disturbance considered.</li> <li>3. A written request is submitted to the SIMEC Mining Environment Department accompanied by information, area required and a map.</li> <li>4. The Environment Assurance Manager or delegate performs a Vegetation Clearance Compliance Assessment (VCCA).</li> <li>5. If compliant with conditions, the Environment Assurance Manager or delegate and another environmental staff member sign, record and issue the permit to the Operations/Project Manager to proceed with vegetation clearance.</li> <li>6. The Environment Department is notified on completion of works.</li> <li>7. Post clearance assessment is completed by the Environment Department.</li> </ol> <p>The QP50.65 process provides a best practice approach to identify and preserve natural vegetation to the greatest extent practicable.</p>	
Provide a summary of any potential improvements learned from previous rehabilitation activities	
<p>SIMEC Mining is undertaking a review of rehabilitation inspection and survey methodologies leading to improvements in recording and monitoring rehabilitation at SIMEC Mining sites.</p>	





Figure 3: Rehabilitation Areas



## **12 Reconciliation of native vegetation clearance**

Historically, there has been no native vegetation clearance or other triggers prescribed in the Native Vegetation Act 1991 at the Ardrossan Dolomite Quarry. The quarry site was cleared for earlier agricultural purposes and little remnant vegetation remains (EBS 2007). Surveys undertaken in 2007 and 2012 as part of assessments for the WRD extension on MPL132 identified no flora species of state, regional or national conservation significance on the quarry site (Section 2.12, MOP/PEPR 2013/006).

### **13 Environment Protection and Biodiversity Conservation Act reporting**

SIMEC has no requirement to demonstrate compliance with the Commonwealth *Environment Protection and Biodiversity Conservation (EPBC) Act 1999*, as none of the Company's Ardrossan tenements are subject to a controlled action under the Act.

## **14 Exempt land**

SIMEC Mining's Ardrossan operation does not impact any land exempt under Section 9 of the Mining Act.

## 15 Complaints

Complaints for Ardrossan for 2022 are listed in Table 15.1.

**Table 15.1 Complaints**

Date of complaint	Nature of the complaint	Complaint related to a noncompliance	What action was taken to address the complaint (or yet to be taken)	Resolution date
04/04/2022	Ground disturbance/vibration (suggested property damage/cracking in internal wall plaster)	No	Continued compliance to Blast Management Plan.	04/04/2022

## 16 Management system reviews

Table 16.1 provides a summary of management system reviews undertaken during the reporting period to ensure compliance with relevant tenement conditions and environmental outcomes and objectives – including mine completion outcomes and objectives.

**Table 16.1 Management system reviews**

Audit aspect	Date of audit	Auditor	Issues, recommendations for improvement noted	Corrective actions identified
External EMS audit	08/09/2022	SAI Global	General EMS improvements	No corrective actions raised for SMR.
Internal EMS audit	2018/2020/2022	SIMEC Internal	General EMS improvements	Minor corrective actions raised for Ardrossan. All closed out.

### Issues identified

No major non-conformances were raised in audits carried out in CY22. Any corrective actions raised have been raised and tracked in the audit and incident reporting system.

## 17 Verification of uncertainty

Table 17.1 provides the following:

- a description and status of works undertaken or proposed during the reporting period to address any identified uncertainties or assumptions made in the approved PEPR or MOP.
- a description and status of works undertaken or proposed during the reporting period to address any additional uncertainties or assumptions identified since the PEPR or MOP was approved.

**Table 17.1 Verification of uncertainty**

Description of assumption or uncertainty	Estimated date to resolve	Progress in reporting period	Confirmed?	Works proposed to be undertaken in next reporting period
Nil				

## 18 Changes to authorised operations and emerging environmental hazards

Table 18.1 provides a list for the reporting period of the following:

- any change(s) to authorised operations submitted as a review of a PEPR or MOP or submitted as a change notification in accordance with the [terms of reference for change in operations application](#).
- any PEPR or MOP approvals.
- any changes to the tenement terms and conditions approved for the reporting period.

**Table 18.1 Changes to authorised operations**

Description of change to existing mining operation	Date submitted to the department	Department response	Date accepted by the department	Current status at the end of the reporting period
Change Notification – Waste Rock Dump Modifications for ML5317	03/06/2019	Accepted	02/07/2019	Modifications ongoing

Program Notification – in-pit crushing and screening (WPC-218 Rev 0)	28/01/2022	Accepted	08/02/2022	Not yet commenced.
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Provide a description of any new or emerging environmental hazards that apply, or appear to be arising, in relation to mining operations
No new or emerging environmental hazards were identified during the reporting period.



## 19 Technical reports

Table 19.1 includes a summary list of all technical data, studies and reports generated during the reporting period that support the achievement of tenement conditions and environmental outcomes and objectives in the approved PEPR or MOP.

**Table 19.1 Technical reports**

Report title	Date	Author(s)
1. Ardrossan Baseline Hydrological and Hydrogeological Assessment	1/08/2018	Golder Associates
2. Ardrossan Geochemical Assessment	1/04/2018	Golder
3. Internal Memorandum: Proposed Ardrossan WRD Changes	1/04/2019	R Hodges (SIMEC)
4. Minor Change Notification Ardrossan WRD	15/04/2019	S Packer (SIMEC)
5. Ardrossan Dolomite Mine Expansion Vegetation Survey and Fauna Assessment	1/07/2019	EBS
6. Ardrossan Gap Analysis and Regulatory approvals review - Draft	1/02/2022	Environmental Projects
7. Ardrossan RAB RC Drilling Program – Ecological Overview	24/11/2022	Lathwida Environmental
8. Ardrossan – veg survey findings for extension of waste dump and other operations	29/08/2022	Jacobs Group
9. Ardrossan Fieldwork Technical Memo		
10. Ardrossan North Quarry Project - Groundwater Assessment	1/06/2023	Jacobs Group
11. Ardrossan Groundwater Monitoring Plan	1/04/2023	Jacobs Group
	1/06/2023	Jacobs Group

## 20 Voluntary information

The tables below, provide a summary list of additional information beyond the minimum required by legislation to demonstrate compliance.

Note: some content in Table 20.1 is taken from the Liberty Sustainability Report 2021. The 2022 Report was still being finalised when this report was prepared.

**Table 20.1 Voluntary information**

Item	Description
Greenhouse gas emissions	Carbon Neutral by 2030 (CN30) is a wide-reaching program by the GFG Alliance that seeks to transform industrial manufacturing for a sustainable future. CN30 seeks to apply renewable power and breakthrough technologies to steel manufacturing to create environmentally and socially sustainable businesses – generating long term profits, offering secure jobs, and contributing to community prosperity. In 2020, a global committee was established to support this strategy, working on the CN30 transformation planning across the business, focusing on developing new technologies and supporting individual transformation projects.

Greenhouse gas emissions	Scope 1 Emissions			Scope 2 Emissions	Total Emissions
	(Million tonnes CO2-e)				
	SIMEC Mining Iron Ore	0.103		0.072	0.175
	*Includes all mining domains				

**Table 20.2 Community engagement**

<b>Community or wider environment support activities</b>	<b>Description</b>
<b>Yorke Peninsula Council - January 2018</b>	General business update including retention lease information provided
<b>Legal occupant - February 2018</b>	NOE for retention lease
<b>Ardrossan Progress Association – June 2019</b>	Business update including in pit waste rock dump in the future (in-person PowerPoint presentation)
<b>Yorke Peninsula Council – July 2019</b>	Business update including in pit waste rock dump in the future (in-person PowerPoint presentation)
<b>Neighbour – April 2020</b>	Meeting with neighbour to the mine pit. Discussed continuation in the south PEPR update, supplementary tenement application to the north
<b>Neighbour – May 2020</b>	Correspondence; Blasting concern due to proximity to mine pit and the exclusion zone South vs North mining
<b>Neighbour - June 2020</b>	Meeting; Blasting and clearance map
<b>Neighbour - Aug/Sep/Oct/Nov/Dec 2020</b>	Correspondence; Blast monitoring/location
<b>Neighbour - Jan/Mar/Apr/May/Jun/October 2020</b>	Correspondence; Blast monitoring/location
<b>Ardrossan Community – Quarterly 2018-2022</b>	SIMEC Mining representative's liaison with residents and community groups providing regular updates on business activities.
<b>Ardrossan Bowling Club – Annual Sponsorship</b>	General business update including retention lease information provided

## **Appendix A Public liability insurance**



## Certificate of Currency

**Date of Issue:** 1 March 2023

**To Whom it May Concern**

**Contact:** Ian Clark

**t:** 03 9211 3649

**e:** ian.clark2@aon.com

**We hereby certify that the under mentioned insurance policy is current as at the date of this certificate, please refer to the important notices below.**

<b>Policy Type</b>	Combined General Liability
<b>Insured</b>	GFG Alliance Australia (comprising of Liberty Infrabuild Ltd, Liberty Primary Metals Australia Pty Ltd, SIMEC (Australia) Mining Pty Ltd, GFG Foundation (Australia) Ltd, Jahama Property Services Pty Ltd, Liberty ONESTEEL Corporate Services Pty Ltd, Liberty GREENPOWER Pty Ltd & SIMEC Energy Australia Pty Ltd), Tasmanian Electro Metallurgical Company Pty Ltd and all companies under their effective management control and all subsidiary corporations and related body corporates as defined in the Corporations Act 2001 (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.
<b>Insurer</b>	HDI Global SE Australia
<b>Policy Number(s)</b>	110-01810346-14112 & 110-01810346-14123
<b>Period of Insurance</b>	From: 4.00 pm 31/10/2022 Local Standard Time To: 4.00 pm 31/10/2023 Local Standard Time
<b>Interest Insured</b>	All sums which the insured shall become legally liability to pay for Compensation in accordance with the law of any country or assumed under contract or agreement in respect of: a) Personal Injury b) Property Damage c) Advertising Liability As a result of an Occurrence and happening in connection with the Insured's Business or Products
<b>Limits of Liability</b>	Primary Cover Public Liability - any one occurrence \$50,000,000 Product Liability - annual aggregate \$50,000,000
<b>Situation of Risk</b>	Ardrossan Mining Area
<b>Geographical Limit</b>	Worldwide

### Further Information

Should you have any queries, please contact us on the details set out at the top of the page.

### Important notes

- Aon does not guarantee that the insurance outlined in this Certificate will continue to remain in force for the period referred to as the Policy may be cancelled or altered by either party to the contract, at any time, in accordance with the terms of the Policy and the Insurance Contracts Act 1984 (Cth).
- Aon accepts no responsibility or liability to advise any party who may be relying on this Certificate of such alteration to or cancellation of the Policy.
- Subject to full payment of premium
- This certificate does not:
  - represent an insurance contract or confer rights to the recipient;
  - amend, extend or alter the Policy; or
  - contain the full policy terms and conditions

Aon Reference:  
Version:



Remarks	Noting the rights of; Minister for Mineral Resources and Energy for their respective rights and interests.
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Aon Reference:  
Version: