

## WILDLIFE APPROVAL

THIS ~~AUTHORITY APPROVAL~~ is made this [Date] day of [Month] 2026

### PARTIES:

~~The Director-General of Conservation and the Minister of Conservation~~ Waitaha Hydro [FTAA-2505-1069] Expert Panel under the Fast-track Approvals Act 2024 (the ~~Department~~ Grantor)

Westpower Limited ~~or Waitaha Hydro Limited~~ (the Wildlife Approval Holder)

### BACKGROUND

~~A. The Director-General of Conservation and the Minister of Conservation are empowered to issue authorisations or consents for specified acts under the Wildlife Act 1953.~~

~~B.A.~~ The Wildlife Approval Holder proposes to construct the Waitaha Hydro Scheme (**Scheme**).

~~C.B.~~ The Wildlife Approval Holder has applied for a wildlife approval under the Fast-track Approvals Act 2024 in relation to the Scheme.

~~D.C.~~ A wildlife approval granted under the Fast-track Approvals Act 2024 has force and effect for its duration, and according to its terms and conditions, as a lawful authority for the purposes of Part 5 of the Wildlife Act 1953 for the act or omission for which the approval was granted and is treated as if it were granted under that Act.

~~E.D.~~ This wildlife approval under the Fast-track Approvals Act 2024 in relation to the Scheme was granted by an expert panel on [add date].

### OPERATIVE PARTS

The Wildlife Approval Holder has been authorised by an expert panel under the Fast-track Approvals Act 2024 to undertake the activities specified in this approval, subject to the terms and conditions contained in this wildlife approval and its schedules.

**Commented [W1]:** Westpower has accepted the Department's suggested change.

**Commented [W2]:** Westpower has accepted the Department's suggested change.

**Commented [W3]:** Westpower has accepted the Department's suggested change.

**SCHEDULE 1: AUTHORISED ACTIVITY**

1.	<b>Authorised Approved activity</b> (Schedule 2, clause 2)	<p>The activities <del>authorised approved</del> are:</p> <ul style="list-style-type: none"> <li>a) To catch, salvage and relocate native lizards listed in Schedule 4 from the Scheme footprint.</li> <li>b) To disturb who / blue duck by gently guiding (without catching) them away from blasting and helicopter use areas.</li> <li>c) To disturb, catch and liberate who / blue duck if required to protect their safety.</li> <li>d) In the unlikely event it is required, to capture and relocate avifauna and long-tailed bats listed in Schedule 5 in accordance with the Avifauna Management Plan (<b>AMP</b>) and Bat Management Plan (<b>BMP</b>).</li> <li>e) To incidentally harm or kill wildlife listed in Schedule 5 if the harm or death is not directly intended but is unavoidable and foreseeable <del>and all reasonable effort has been made to meet the conditions in the approval.</del></li> </ul> <p>Methodology:</p> <ul style="list-style-type: none"> <li>a) <del>As set out in the AMP approved by the panel on [insert date].</del></li> <li>b) <del>As set out in the BMP approved by the panel on [insert date].</del></li> <li>c) <del>As set out in the Lizard Management Plan (<b>LizMP</b>) approved by the panel on [insert date].</del></li> </ul>
2.	<b>The Land</b> (Schedule 2, clause 2)	<del>The Waitaha Hydro Site, As shown on identified in the maps included in Schedule 6.</del>
3.	<b>Personnel authorised approved to undertake the Authorised Approved Activity</b> (Schedule 2, clause 3)	<p><del>For lizards, Dr Graham Ussher or others under his direct supervision.</del></p> <p><del>For avifauna and long-tailed bats, A</del> suitably qualified and experienced expert with expertise relevant to the protected wildlife species concerned and others under the direct supervision of the suitably qualified and experienced expert.</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on [insert date of approval] and expiring on [insert date 15 years from date of approval]
5.	<b>Wildlife Approval Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Wildlife Approval Holder's address for notices is:</p> <p>146 Tainui Street PO Box 375 Greymouth</p>

**Commented [W5]:** Westpower has accepted the Department's suggested change throughout this document.

**Commented [W4]:** Westpower has accepted the Department's suggested change throughout this document.

**Commented [W6]:** Westpower has accepted the Department's suggested change.

**Commented [W7]:** Changes suggested by the Department (attaching management plans, removing approval by the panel) have not been made. Westpower's position on management plans is set out in Memorandum #7.

**Commented [W8]:** Westpower has accepted the Department's suggested change.

**Commented [W10]:** In respect of [2.9.1] of Appendix D of the s 51 report, Westpower has made this change to provide DOC with certainty regarding the herpetologist's credentials.

Graham's credentials are set out in [Appendix B of Appendix 24](#) to the application.

**Commented [W9]:** Westpower has accepted the Department's suggested change.

6.	<b>Department's address for notices</b>	The Department's address for all correspondence is: <a href="#">Permissions Team</a> <a href="#">Level 4</a> <a href="#">73 Rostrevor Street</a> <a href="#">Hamilton, 3204</a> <a href="#">Email: <u>permissionshamilton@doc.govt.nz</u></a> <del>obtain from DOC's West Coast office</del>
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Commented [W11]: Provided by the Department.

## SCHEDULE 2: STANDARD TERMS AND CONDITIONS OF THE APPROVAL

### 1. Interpretation

- 1.1 The Wildlife Approval Holder must provide a copy of these conditions to its employees, contractors or agents and explain the obligations under the conditions.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

### 2. What is being authorised?

- 2.1 The Wildlife Approval Holder is only allowed to carry out the ~~Authorised~~ Approved Activity on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Wildlife Approval Holder.
- 2.3 The Wildlife Approval Holder must advise the Department's local Operations Manager(s) prior to carrying out the ~~Authorised~~ Approved Activity in the District (where possible, one week prior), when the Wildlife Approval Holder intends to carry out the ~~Authorised~~ Approved Activity.
- 2.4 The Wildlife Approval Holder and ~~Authorised~~ Approved Personnel must carry a copy of this approval with them at all times while carrying out the ~~Authorised~~ Approved Activity.
- 2.5 The Wildlife Approval Holder must comply with any reasonable request from the Department for access to any wildlife.
- 2.6 The Wildlife Approval Holder may publish authorised research results.
- 2.7 The Wildlife Approval Holder must immediately notify the Department of any taxa found which are new to science.

### 3. Who is ~~authorised~~ approved?

- 3.1 Only the ~~Wildlife Approval Holder and the~~ Wildlife Approval Holder and the ~~Authorised~~ Approved Personnel described in Schedule 1, Item 3 are ~~authorised~~ approved to carry out the ~~Authorised~~ Approved Activity, unless otherwise agreed in writing by the Department.

### 4. How long is the approval for – the Term?

- 4.1 This approval commences and ends on the dates set out in Schedule 1, Item 4.

### 5. What are the liabilities?

- 5.1 The Wildlife Approval Holder agrees to exercise the approval at the Wildlife Approval Holder's own risk and releases to the full extent permitted by law the Department and the Department's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Wildlife Approval Holder's exercise of the ~~Authorised~~ Approved Activity.
- 5.2 This indemnity is to continue after the expiry or termination of this approval in respect of any acts or omissions occurring or arising before its expiry or termination.

**Commented [W12]:** Westpower has accepted the Department's suggested change throughout.

**Commented [W13]:** Westpower has accepted the Department's suggested change throughout.

**Commented [W14]:** Change suggested by the Department (deletion of the "Wildlife Approval Holder") has not been made.

**6. What about compliance with legislation and notices and directions?**

- 6.1 The Wildlife Approval Holder must comply with all statutes, bylaws and regulations, and other statutory instruments associated with the Land. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
- 6.2 The Wildlife Approval Holder will comply with all notices, directions and requisitions of the Department and any competent authority relating to the conduct of the ~~Authorised~~ Approved Activity.

**7. Are there limitations on public access and closure?**

- 7.1 The Wildlife Approval Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Department may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

**8. How are notices sent and when are they received?**

- 8.1 Any notice to be given under this approval by the Department is to be in writing and made by personal delivery, by pre-paid post or email to the Wildlife Approval Holder at the address, ~~fax number~~ or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the third working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement of receipt of the email.

- 8.2 If the Wildlife Approval Holder's details specified in Schedule 1, Item 5 change then the Wildlife Approval Holder must notify the Department within five working days of such change.

**9. What about the payment of costs?**

- 9.1 The Wildlife Approval Holder must pay the standard Department charge-out rates for any staff time and mileage required to monitor compliance with this approval and to investigate any alleged breaches of the terms and conditions of it.

**10. Biosecurity**

- 10.1 The Wildlife Approval Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Wildlife Approval Holder, its staff and clients are cleaned and checked for pests before entering the Land.

**Commented [W15]:** Westpower has accepted the Department's suggested change.

**Commented [W16]:** Westpower has accepted the Department's suggested change.

**11. Are there any Special Conditions?**

11.1 Special conditions are specified in Schedule 3. In the event of inconsistency or conflict, the Special Conditions will prevail over this Schedule 2.

**12. Can the approval be varied?**

12.1 The Wildlife Approval Holder may apply to the Department for variations to this approval in accordance with clauses 7(2) and (3) of Schedule 7 of the Fast-track Approvals Act 2024.

## SCHEDULE 3: SPECIAL CONDITIONS

### 1. General

1.1 The ~~Authorised-Approved~~ Activity must be carried out in accordance with the documents listed in Schedule 1, Item 1.

**Commented [W17]:** Change suggested by the Department (a new 1.2 on re-certification) has not been made for the reasons set out in Memorandum #7.

1.2 The provisions of the resource consent conditions ~~including ecological compensation~~ (where relevant to this approval) and the AMP, BMP and LizMP form a part of this approval and the Wildlife Approval Holder will undertake the ~~Authorised-Approved~~ Activity, in accordance with those management plans and relevant resource consent conditions.

**Commented [W18]:** Now included in Schedule 3 at the Department's request.

### 2. Who handling

2.1 Who will only be handled (caught and liberated):

- (a) if required to protect their safety; and
- (b) by a who specialist or the project ecologist following instructions of a who specialist.

### 3. Lizard capture, salvage and relocation

3.1 The Wildlife Approval Holder must undertake lizard capture, salvage and relocation as set out in the ~~LizMP~~.

**Commented [W19]:** Changes suggested by the Department have not been made (including no new 3.2) for the reasons set out in Memorandum #7.

3.2 The Wildlife Approval Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All equipment should be thoroughly cleaned and dried between sites.

3.3 The ~~Authority-Approval~~ Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and placed out of direct sunlight to minimise the risk of overheating, stress and death between capture and salvage, and relocation to the adjoining receiving site.

### 4. ~~Incidental~~ death of protected wildlife

4.1 If any Threatened, At Risk or Data Deficient species should be ~~incidentally~~ killed in the construction of the Scheme, the Wildlife Approval Holder must:

**Commented [W20]:** Change suggested by the Department (new incidental discovery clause) has not been made.

**Commented [W21]:** Deletion throughout suggested by the Department has not been made.

- (a) inform the Department within twenty-four (24) hours of the death;
- (b) chill the body if it can be delivered within seventy-two (72) hours of the death, or freeze the body if delivery will take longer than seventy-two (72) hours;
- (c) send the body to [add] for necropsy along with details of the animal's history;
- (d) pay [add] for any costs incurred in investigation of the death ~~of any Threatened, At Risk or Data Deficient species~~; and
- (e) if required by the Department, cease the ~~Authorised-Approved~~ Activity for a period determined by the Department.

**Commented [W22]:** Change suggested by the Department has not been made for the reasons set out in Memorandum #7.

## 5. Injured protected wildlife and euthanasia

- 5.1 If any protected wildlife are incidentally injured as part of the ~~Authorised~~ Approved Activity or in the course of undertaking activities associated with the Scheme, the Wildlife Approval Holder must contact a suitably qualified person to get advice on management of the protected wildlife, including how to best address the injury.
- 5.2 If protected wildlife is incidentally harmed by the Wildlife Approval Holder, the Wildlife Approval Holder will take all reasonable steps to rehabilitate protected wildlife, in line with the advice of a suitably qualified person.
- 5.3 The Wildlife Approval Holder is authorised to appoint a qualified veterinarian to ~~euthanize~~ euthanise injured animal(s) on the recommendation of the suitably qualified person. Once euthanised, the Wildlife Approval Holder will deal with the protected wildlife in accordance with condition 4.
- 5.4 The Wildlife Approval Holder must notify the Department's [West Coast Operations Manager(s)] within twelve (12) hours of ~~euthanizing~~ euthanising protected wildlife. The notification will include details of the species of wildlife euthanised and personnel involved in the ~~authorising~~ euthanasia of the wildlife.

**Commented [W23]:** Westpower has accepted the Department's suggested change.

**Commented [W24]:** Westpower has accepted the Department's suggested change.

**Commented [W25]:** Westpower has accepted the Department's suggested change.

## 6. Reporting

- 6.1 The Wildlife Approval Holder must undertake reporting as set out in the AMP, BMP and LizMP.

## 7. Ownership of protected wildlife

- 7.1 All wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 7.2 Unless expressly authorised by the Department in writing, the Wildlife Approval Holder must not donate, sell or otherwise transfer to any third party any wildlife collected or otherwise obtained under this approval.

## 8. Ecological compensation

- 8.1 For ten years following the Commencement of Construction, and in consultation with the Department, the Wildlife Approval Holder must make an annual payment of \$15,000 to an ecosystem programme in the region as a contribution to support the West Coast region's bat population. The first of the ten payments required by this condition must be made no later than two months following the Commencement of Construction. Subsequent annual payments must be made on the same month as the first annual payment.
- 8.2 For ten years following the Commencement of Construction, and in consultation with Department, the Wildlife Approval Holder must make an annual payment of \$35,000 to an ecosystem programme in the region as a contribution to support the West Coast region's who population. The first of the ten payments required by this condition must be made no later than two months following the Commencement of Construction. Subsequent annual payments must be made on the same month as the first annual payment.

**Commented [W26]:** As requested by the Department, these conditions have been moved from the short term concession

8.3 From and including the eleventh year following the Commencement of Construction, and then for the duration of the consents, and in consultation with the Department, the Wildlife Approval Holder must make an annual payment of \$35,000 to an ecosystem programme in the region as a contribution to support the West Coast region's wider ecosystem or locally in the Waitaha Valley.

8.4 For any year during the construction of the Scheme where indigenous vegetation clearance is undertaken south of Macgregor Creek, in consultation with the Department, the Wildlife Approval Holder must make a payment of \$10,000 to an ecosystem programme in the region as a contribution to support the West Coast region's wider ecosystem.

8.5 For any year during the construction of the Scheme where indigenous vegetation clearance is undertaken between 1 April and 30 September, the Wildlife Approval Holder must make a payment of \$5,000 to an ecosystem programme in the region, in consultation with the Department, as a contribution to supporting lizard populations on the West Coast.

8.6 If the ecosystem programmes being funded in accordance with Conditions 8.1, 8.2 and 8.3 change or cease to exist within the period when payments are required, the Wildlife Approval Holder must, following consultation with the Department, make the annual payments to an alternative entity undertaking pest management works in the West Coast region or locally in the Waitaha Valley (as the case may be).

*Advice Note: For the avoidance of doubt, the compensation requirements are also required pursuant to the Wildlife Approval Holder's Consents for the Scheme, and to this extent, any associated financial payment obligations on the Wildlife Approval Holder are not duplicated by this Wildlife Approval.*

## 9. Cancellation

9.1 The Department may revoke this Approval in whole or any part at any time (pursuant to clause 7(4) of Schedule 7 of the Fast-track Approvals Act 2024) if:

- (a) The Wildlife Approval Holder breaches any of the conditions of this Approval.
- (b) In the Department's opinion, the exercise of this Approval has caused, or is likely to cause, any unforeseen adverse effects on wildlife.

9.2 If the Department intends to revoke this Approval in whole or in part, the Department ~~will give the Wildlife Approval Holder such prior notice as the Department considers reasonable and necessary in the circumstances~~ must give Westpower at least 30 days advance notice and either party may invoke the dispute resolution process in clause 10 below before the Department initiates the cancellation process.

## 10. How will disputes be resolved?

10.1 If a dispute arises between the parties in connection with this Approval the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

**Commented [W27]:** Westpower has accepted the Department's suggested change with minor changes.

**Commented [W28]:** Minor change from the Department's suggested wording.

**Commented [W29]:** New clause proposed by Westpower which mirrors the wording in Schedule 2 of the concessions. This provides a process for the parties to work through disputes before cancellation.

10.2 If the dispute cannot be resolved by agreement within 30 working days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.

10.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

10.4 The arbitrator must include in the arbitration award reasons for the determination.

10.5 Despite the existence of a dispute, each party must continue to perform its obligations under this [Approval](#).

**Commented [W30]:** Change suggested by the Department (new bat protocols clause) has not been made for the reasons set out in Memorandum #7.

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7.2

SCHEDULE 4: LIZARDS THAT THE WILDLIFE APPROVAL HOLDER IS ~~AUTHORISED~~ APPROVED  
TO CATCH, SALVAGE AND RELOCATE

Common name	Scientific name	NZ threat classification
Northern grass skink	<i>Oligosoma polychroma</i>	Not Threatened
Forest gecko	<i>Mokopirirakau granulatus</i>	At Risk – Declining
Newman's speckled skink	<i>Oligosoma newmani</i>	At Risk – Declining
West Coast green gecko	<i>Naultinus tuberculatus</i>	Threatened – Nationally Vulnerable

**SCHEDULE 5: WILDLIFE KNOWN OR PREDICTED TO BE IN THE SCHEME AREA**

<b>Common name</b>	<b>Scientific name</b>	<b>NZ threat classification</b>
Long-tailed bat	<i>Chalinolobus tuberculatus</i>	Threatened – Nationally Critical
West Coast green gecko	<i>Naultinus tuberculatus</i>	Threatened – Nationally Vulnerable
Kea	<i>Nestor notabilis</i>	Threatened – Nationally Endangered
Blue duck / Whio	<i>Hymenolaimus malacorhynchos</i>	Threatened – Nationally Vulnerable
South Island kākā	<i>Nestor m. meridionalis</i>	Threatened – Nationally Vulnerable
Long-tailed cuckoo	<i>Eudynamys taitensis</i>	Threatened – Nationally Vulnerable
Bush falcon / Karearea	<i>Falco novaeseelandiae</i>	Threatened – Nationally Increasing
Grey duck	<i>Anas superciliosa</i>	Threatened – Nationally Vulnerable.
Yellow-crowned parakeet / Kākāriki	<i>Cyanoramphus auriceps</i>	At Risk – Declining
South Island pied oystercatcher	<i>Haematopus finschi</i>	At Risk – Declining
South Island robin	<i>Petroica a. australis</i>	At Risk – Declining
South Island fernbird	<i>Bowdleria p. punctata</i>	At Risk – Declining
New Zealand pipit	<i>Anthus n. novaeseelandiae</i>	At Risk – Declining
Black shag	<i>Phalacrocorax carbo novaehollandiae</i>	At Risk – Relict
Little shag	<i>Phalacrocorax melanoleucos brevirostris</i>	At Risk – Relict
Forest gecko	<i>Mokopirirakau granulatus</i>	At Risk – Declining
Newman's speckled skink	<i>Oligosoma newmani</i>	At Risk – Declining
Northern grass skink	<i>Oligosoma polychroma</i>	Not Threatened
Western weka	<i>Gallirallus a. australis</i>	Not Threatened
Welcome swallow	<i>Hirundo n. neoxena</i>	Not Threatened
South Island tomtit	<i>Petroica m. macrocephala</i>	Not Threatened

Common name	Scientific name	NZ threat classification
South Island fantail	<i>Rhipidura f. fuliginosa</i>	Not Threatened
Brown creeper	<i>Mohoua novaeseelandiae</i>	Not Threatened
Tui	<i>Prothemadera n. novaeseelandiae</i>	Not Threatened
Bellbird	<i>Anthornis m. melanura</i>	Not Threatened
Grey warbler	<i>Gerygone igata</i>	Not Threatened
South Island rifleman	<i>Acanthisitta chloris chloris</i>	Not Threatened
New Zealand kingfisher	<i>Todiramphus sanctus vagans</i>	Not Threatened
Morepork	<i>Ninox n. novaeseelandiae</i>	Not Threatened
Shining cuckoo	<i>Chrysococcyx l. lucidus</i>	Not Threatened
New Zealand pigeon / Kererū	<i>Hemiphaga novaeseelandiae</i>	Not Threatened
White-faced heron	<i>Egretta n. novaehollandiae</i>	Not Threatened
Pied stilt	<i>Himantopus himantopus leucocephalus</i>	Not Threatened
Silvereye	<i>Zosterops l. lateralis</i>	Not Threatened
Little owl	<i>Athene noctua</i>	Introduced and naturalised
Pukeko	<i>Porphyrio m. melanotus</i>	Not Threatened
Swamp harrier	<i>Circus approximans</i>	Not Threatened
Paradise shelduck	<i>Tadorna variegata</i>	Not Threatened
Common redpoll	<i>Carduelis flammea</i>	Introduced and naturalised

**SCHEDULE 6: MAP OF THE LAND COVERED BY THE APPROVAL**

**Commented [W31]:** Changes suggested by the Department (new schedule 7 - 10) have not been made for the reasons set out in Memorandum #7.

