

# **WAIHI NORTH PROJECT - PROPOSED WHAREKIRAUPONGA ACCESS ARRANGEMENT CONDITIONS**

## **ACCESS ARRANGEMENT**

THIS AGREEMENT is made between His Majesty the King in Right of New Zealand ("Crown") acting by and through the Minister of Conservation and the Minister Resources (hereinafter referred to as "the Ministers") and OCEANA GOLD (NEW ZEALAND) LIMITED (hereinafter referred to as the "Permit holder").

### WHEREAS

- (a) The Minister of Conservation and the Minister of Resources grants to the Permit holder access to the Land described in the First Schedule (being land within Mining Permit 60541) on the terms and conditions set out herein.
- (b) The Land described in the First Schedule is administered by the Department of Conservation pursuant to section 19 of the Conservation Act 1987 and the Minister of Conservation is responsible for that Department.
- (c) This agreement replaces agreement 48614.
- (d) The Minister of Resources, through the Ministry of Business, Innovation and Employment, administers the Crown Minerals Act 1991. The purpose of the Act is to promote prospecting for, exploration for, and mining of Crown owned minerals for the benefit of New Zealand.
- (e) The Permit holder has been granted Mining Permit 60541 (the minerals permit) by the Minister of Resources pursuant to section 25 of the Act to undertake mining operations in and on the Land.
- (f) Mining permit 60541 is classified as a Tier 1 permit pursuant to section 2B of the Crown Minerals Act 1991.
- (g) The Permit holder pursuant to section 59 of the Crown Minerals Act 1991 has requested an Access Arrangement in respect of the Land described in the First Schedule to conduct Mining operations.
- (h) Pursuant to section 61(1AA)(a) of the Crown Minerals Act 1991 the decision of whether or not to enter into an access arrangement in relation to a Tier 1 permit is with the Ministers.
- (i) Although this Access Arrangement was entered into by the Ministers, on behalf of His Majesty the King, the administration of the Access Arrangement together with matters relating to the Permit

Holder's access to, and use of the Land is the responsibility of the Department. The Ministry of Business, Innovation and Employment is responsible for matters relating to the minerals permits.

IT IS AGREED between the Ministers of the first part and the Permit holder of the second part that the Permit holder may enter the Land described in the First Schedule subject to the terms and conditions set out below and in the Second Schedule hereto:

## **1. INTERPRETATION**

"Access Arrangement" means this agreement for an access arrangement. "Act" means the Crown Minerals Act 1991.

"Activities" means those activities listed in Schedule 1.

"Annual Work Programme" and "Work Programme" means the Work Programme referred to in Condition 7(b).

"Department" means the Department of Conservation.

"Diameter at breast height" means the diameter of a tree when measured 1.4 metres above ground level. On sloping ground, the 'above ground level' reference point is the highest point on the ground touching the trunk. If the diameter at breast height falls on a swelling in the trunk the measurement should be taken directly below the swelling at the point where the diameter is the smallest.

"Drill site" means a site used for exploration or investigative drilling, which is undertaken using a fixed drill rig mounted on a platform.

"Dusk" and "Dawn" means 0.5 hours either side of the closest official sunrise and sunset time.

"Exploration" has the meaning as defined in section 2 of the Crown Minerals Act 1991.

"Exploration operations" means operations in connection with exploration for any Crown owned mineral and authorised under this Access Arrangement.

"Exploration permit" means an exploration permit granted under the Crown Minerals Act 1991.

"Investigative drilling" means all drilling undertaken for geotechnical and hydrogeological investigation purposes either from a drill site or man-portable rig location and includes holes drilled for the installation of groundwater monitoring piezometers.

"Kauri Contamination Zone" means any area within 3 times the radius of the canopy drip line of a kauri (*Agathis australis*) tree.

"Land" means the land described in the First Schedule.

"Manager" means the person for the time being holding the office of Operations Manager, Hauraki District, Hauraki - Waikato - Taranaki Region of the Department of Conservation and includes any person authorised by the Operations Manager to act on his or her behalf in respect of this agreement.

"Man-portable drill rig location" means any location at which a man-portable drilling rig is used for any purpose.

"Minimum impact activity" means a minimum impact activity as defined in the Crown Mineral Act 1991

"Mining permit" means a mining permit granted under the Crown Minerals Act 1991.

"Ministers" means the Minister of Conservation and the Minister of Energy and Resources.

"Parties" means the Minister of Conservation, the Minister of Energy and Resources and the Permit holder.

"Permit holder" has the meaning as defined in section 2 of the Crown Minerals Act 1991 and includes its servants, agents, contractors and assignees.

"Potential bat roost trees" means any native or exotic trees measuring greater than 15 cm diameter at breast height (DBH) that have roosting habitat features (hollows, cavities, knot holes, splits, cracks and peeling/flaking bark).

"Suitably qualified ecologist including herpetologist" means a herpetologist who:

- i. Demonstrates expertise and experience in frog survey, capture, handling and release, including extended periods of experience undertaking frog surveys. They will understand and demonstrate competency in survey methods and searching techniques (including where, when and in what conditions it is best to survey to maximise detection), frog identification, and safe capture, handling and release of frogs to the satisfaction of the Manager (who will consult with the Native Frog Recovery Group).

AND

- ii. If an 'approved handler' system for assessing herpetologist competency is approved by the Department during the term of this Access Arrangement, it will be the required standard for any 'suitability qualified ecologist including herpetologist' working under this access arrangement.

## **ASSIGNMENT**

2. The Permit holder will not assign, transfer or sublet any rights herein granted or any part thereof without the prior written consent of the Ministers, and such consent will not be unreasonably withheld. Any change in the Permit holder's shareholding altering the effective control of the

Permit holder shall be deemed to be a proposed assignment requiring the consent of the Ministers.

### **COMPENSATION**

3. [TBC]

### **COMPENSATION FOR ANY UNAUTHORISED DISTURBANCE**

4. The Minister of Conservation may require the Permit holder to pay additional compensation for any breaches of this Access arrangement and/or activities carried out by the Permit holder on the Land or on other adjoining or proximate land administered by the Department outside of the Land NOT authorised by this Access arrangement. Such additional compensation will be for an amount solely determined by the Minister of Conservation and should be paid by the Permit holder upon receiving an invoice.

### **ADMINISTRATION COSTS**

5. Pursuant to section 76 of the Act the Permit holder will also pay to the Minister of Conservation, upon receiving an invoice:
- (a) All actual and reasonable costs to cover the administrative costs of processing this Access arrangement; and
  - (b) The actual and reasonable costs of administering this Access arrangement; and
  - (c) The actual and reasonable costs of monitoring compliance of the conditions in this access arrangement including all associated inspections of the Land by the Department.
6. The Permit holder will pay to the Minister of Conservation a Management Fee of [TBC] for administration and file management associated with the activities and/or management of this Access Arrangement. The Management Fee will be paid in arrears on a pro rata basis for the previous 12 months, upon receiving an invoice.

### **PRECONDITIONS BEFORE ENTRY TO LAND**

7. The Permit holder will not enter in or on to the Land for the purpose of commencing Exploration operations until:
- (a) The documents referred to in Condition 9 have been supplied to the Manager; and
  - (b) The Permit holder has submitted to the Manager an Annual Work Programme in accordance with Condition 2.3 in the Second Schedule; and

- (c) Any payments referred to in Conditions 3, 4, 5, 6, 17 and 21 which are due and owing have been paid; and
  - (d) The Manager has issued the Permit holder with an Authority to Enter and Operate as provided by Condition 9.
- 8. The Manager may require the Permit holder to vary the proposed Annual Work Programme only to ensure the Exploration operations are not inconsistent with the conditions of this Access Arrangement. Where required by the Manager the Permit holder will amend the proposed Annual Work Programme accordingly.
- 9. The Permit holder will seek an Authority to Enter and Operate from the Manager. At the time of seeking an Authority to Enter and Operate, the Permit holder will submit to the Manager:
  - (a) A copy of the insurance policies and the premium payment receipts and guarantees or bonds as required in Conditions 20 and 21;
  - (b) A copy of the Mining permit granted pursuant to section 25 of the Crown Minerals Act 1991; and
  - (c) A copy of all resource consents granted pursuant to the Resource Management Act 1991.
- 10. Upon the Manager being satisfied that the requirements of Conditions 7, 8 and 9 have been met, the Manager will issue the Permit holder with a written "Authority to Enter and Operate" permitting the Permit holder to enter in or on to the Land to commence the Activities for a period of 12 months provided the Mining permit continues in force for the term, or longer, of any Authority to Enter and Operate issued.
- 11. A breach or failure to comply with the requirements of the Authority to Enter and Operate shall be deemed to be a breach of this access arrangement, and shall entitle the Ministers to exercise any rights or powers which arise from a breach of or failure to comply with the terms of this Access arrangement.
- 12. Prior to the expiry of the first Authority to Enter and Operate, and each subsequent Authority to Enter and Operate thereafter, the Permit holder will submit to the Manager a further Annual Work Programme and any other plans or amended plans as required by Condition 7(b) and any other requirements of Conditions 7, 8 and 9 for the succeeding 12-month period (or a lesser period if considered appropriate by the Permit holder).
- 13. Except as permitted by the Manager, the Permit holder will not after the expiry of an Authority to Enter and Operate, undertake any work prior to each subsequent Authority to Enter and Operate has been issued by the Manager pursuant to Condition 10.

14. The Manager will not unreasonably fail to grant a subsequent Authority to Enter and Operate where the Permit holder has supplied all the required documentation and made all the payments required by Condition 12 , and the further Annual Work Programme is consistent with the project description contained in the application for this Access arrangement or any variation(s) to this Access Arrangement and the conditions of this Access arrangement or any authorised variations to this Access Arrangement.
15. Pending the granting of a subsequent Authority to Enter and Operate the Manager may in his or her discretion, issue an interim Authority to Enter and Operate providing the documents and payments required by Condition 12 have been submitted.

## **INDEMNITIES**

16. The Permit holder will indemnify and keep indemnified the Ministers against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered as a result of or arising out of any act or omission of the Permit holder, or otherwise caused as a result of the Activities on the Land.
17. If due to the Permit holder's Activities, the Land or any part of it is assessed as rateable land under the Local Government (Rating) Act 2002, or any amendment to that Act, or the introduction of a new Act in substitution for it, the Permit holder is to pay any of the rates which may be struck in respect of the Land and/or the Activities; but the Permit holder and the Minister of Conservation expressly agree that such payment is not to constitute an acknowledgement of exclusive possession by the Permit holder of the Land.
18. The Ministers will not be liable for and do not accept any responsibility for damage or interference to the Activities, equipment, buildings or structures, held or erected on the Land due to any cause whatsoever including (without restriction) any acts or omissions by the Ministers, their servants, agents, or contractors (other than acts or omissions arising from the wilful misconduct of the Ministers, their servants, agents or contractors), natural disaster, vandalism, sabotage, fire, exposure to the elements or any other cause whatsoever.
19. The Permit holder will take all reasonable steps to protect the safety of persons present on the Land during operations and between work periods and will, when required by the Minister of Conservation, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the Activities. The Permit holder will take all reasonable steps to mitigate any dangers to the public and will clearly mark any that remain.
  - (a) Where the Permit holder, to ensure the safety of the public, employees, plant and equipment, requests the Manager (acting under delegated authority from the Minister of Conservation) to close public access to the Land the Manager may do so if he or she considers it appropriate.

- (b) The Permit holder will give the Manager reasonable notice of its request so that the Manager can ensure that all reasonable steps are taken to ensure members of the public are made aware of the closure and the reasons for it.
- (c) The Permit holder will be responsible for the costs of ensuring that the public is made aware of the closure.

## **INSURANCE**

- 20. Prior to commencing Exploration Operations the Permit holder will effect and maintain, during the term of this Access Arrangement, insurance cover for an amount of \$[TBA] for aviation legal liability, \$[TBA] for public liability, and a further amount of \$[TBA] for any costs arising out of any necessary action to put out or contain any fire caused by the Activities whether negligently, or otherwise, and which may extend beyond the Land to the adjoining Land whether held by the Minister of Conservation, or otherwise. The Manager may from time to time require the cover of any insurance to be increased to such an amount as considered reasonably necessary.

## **BONDS**

- 21. Prior to commencing Exploration operations, the Permit holder will provide a bond to ensure compliance by the Permit holder with the conditions of this agreement. The bond will be in a form approved by the Manager and the initial amount of the bond will be not less than \$[TBA].
- 22. Notwithstanding Condition 21 the Manager may during consideration of any Annual Work Programme or variation to any Annual Work Programme require the bond amount to be increased or decreased provided however at no time shall the amount of the bond be less than \$[TBA].
- 23. The bond will not be released and will remain effective until such time as all conditions of this agreement have been complied with, notwithstanding the completion of the Activities. In the event that there is an adverse effect to the Land and its natural resources whether during or after the completion of the Activities which is not permitted by this agreement and could not have reasonably been foreseen, the Permit holder will take all action necessary to mitigate or remedy those adverse effects. If the Permit holder fails to mitigate or remedy those adverse effects to the Manager's satisfaction, the Manager may undertake any necessary action to do so and recover the costs associated with undertaking the work by calling on the bond.
- 24. If the Permit holder breaches any condition of this arrangement the Manager may revoke the Authority to Enter and Operate and call on the bond, or any portion thereof to ensure compliance with the conditions of this Access arrangement. If the Manager calls on the bond, or any portion thereof, the Permit holder must submit a new Annual Work Programme or amended Annual Work Programme for approval by the Manager before re commencing any further Exploration operations.

## **FIRE PRECAUTIONS**

25. The Permit holder will:

- (a) Take all reasonable precautions to ensure no fire hazard arises from the Activities;
- (b) Not light any fire except by permit issued by the Manager;
- (c) Not store or permit to be stored fuels or other combustible materials on the Land other than in accordance with Condition 2.56;
- (d) Comply with the Manager's requirements for fire safety equipment and for fire-fighting equipment to be kept on the Land, as described in Condition 2.60.

## **PROTECTION OF THE ENVIRONMENT**

26. The Permit holder will ensure that in respect of all Activities under this Access arrangement:

- (a) Environmental disturbance is minimised and land affected by the Activities is kept stable and free from erosion.
- (b) There is no land disturbance other than that authorised under this Access arrangement.
- (c) All indigenous flora and fauna are protected except for disturbance authorised under this Access arrangement.
- (d) No debris, rubbish or other dangerous or unsightly matter will be deposited in or on the Land, or any pollution will occur of any water body, except as permitted by this Access arrangement and any resource consent granted under the Resource Management Act 1991.
- (e) There will be no destruction, damage or modification to any archaeological site in the area (as defined by the Heritage New Zealand Pouhere Taonga Act 2014) without the authority of Heritage New Zealand Pouhere Taonga obtained under section 44 of that Act. The Permit holder will produce such authority to the Manager.
- (f) Any protected New Zealand object, or taonga taturu (as defined by the Protected Objects Act 1975), or object of historic significance found in the area or on the Land will be left in situ, and the Manager and Secretary of Internal Affairs notified as soon as reasonably practicable.
- (g) Every person under the Permit holder's control entering on to the Land complies with the provisions of this Condition (Condition 26).

## **SUPPLY OF INFORMATION**

27. The Permit holder will lodge with the Manager copies of the renewal of or substitution for any insurance policies including receipts for payment of premiums, any variations to bonds and evidence that the bonds are in force.



28. The Permit holder will provide to the Minister of Conservation all information required from time to time by the Minister of Conservation in respect of the use of the Land and any buildings or equipment thereon including any details concerning the Activities and details concerning the numbers of people employed by the Permit holder or permitted or allowed by the Permit holder to come onto the Land provided that, subject to the requirements of the Official Information Act 1982, the Minister of Conservation will not release that information to any third party.
29. The Permit holder will submit to the Minister of Conservation a copy of any application lodged with the Minister of Energy and Resources to vary the Mining permit covering the Land including any application to transfer the Mining permit to another person provided that, subject to the requirements of the Official Information Act 1982, the Minister of Conservation will not release that information to any third party.

## **MONITORING**

30. The Permit holder will allow the Manager or any other person authorised by the Manager to enter in or on to the Land at any time:
  - (a) To inspect the Land or to consider approval of any Annual Work Programme or other plans, or to monitor compliance with the conditions of this Access arrangement.
  - (b) To undertake any work necessary for the exercise of the Minister's functions and powers in respect of the Land provided that such work will not unnecessarily interfere with the Permit holder's rights under this Access arrangement.
31. Monitoring may include but is not limited to, the taking of soil and water samples, and the taking of a photographic record of Activities occurring on the Land subject to the Access arrangement.

## **BANKRUPTCY OR INSOLVENCY**

32. If the Permit Holder becomes bankrupt, insolvent or has a receiving order made against it or is wound up or otherwise ceases to function or carries on its business under a receiver for the benefit of creditors the Ministers may either:
  - (a) Terminate this Access arrangement forthwith by notice in writing to the Permit holder or to the receiver or liquidator or to any person in whom the Access arrangement may become vested; or
  - (b) Give such receiver or liquidator or other person the option of continuing the Access arrangement subject to the provision of a guarantee by one or more guarantors of any bond given, on terms acceptable to the Ministers for the due and faithful performance of the Access arrangement up to an amount to be determined by the Ministers.

- (c) Any notice under Condition 39 does not release the Permit holder from liability in respect of any breach of this Access arrangement prior to the termination of the Access arrangement or which survive termination.

## **TERM**

33. The term of this Access arrangement will be from DD/MM/YYYY [date of decision] until 8 April 2060 or any earlier date that may be set for the expiry of Mining Permit 60541.

## **TERMINATION**

34. If the Permit holder is in breach, or fails to observe any of the conditions contained herein or the requirements of any Annual Work Programme, the Ministers will give written notice to the Permit holder specifying the default and requiring it to be remedied within 21 consecutive days. If the Permit holder fails to comply with such notice, then the Ministers may by notice in writing terminate this Access arrangement.
35. Notwithstanding Condition 34, termination of this Access arrangement will not release the Permit holder from liability in respect of any breach of this Access arrangement.
36. Upon termination or expiry of this Access arrangement the Ministers will not be liable to pay any compensation to the Permit holder whatsoever for any buildings, structures or improvements erected by the Permit holder. If requested by the Manager and on completion of the Activities the Permit holder will remove all such buildings and structures and improvements. The Permit holder will repair at its own expense all damage which may have been done by such removal and will leave the Land in a clean and tidy condition for restoration as set out in the second schedule of this Access Arrangement. If the Permit holder fails to remove any buildings within a reasonable time of the request, the Minister of Conservation may undertake this work and recover the costs from the Permit holder or from the bond referred to in Condition 21.
37. The Permit holder is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Permit holder is liable under the Access arrangement for any breaches of the terms of the Access arrangement by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Permit holder.

## **MISCELLANEOUS**

38. If the Permit holder has:
- (a) Not paid any compensation payment as provided by Condition 3; or
  - (b) Not submitted an Annual Work Programme to the Manager

Within two years of the date of execution of this Access arrangement, this Access arrangement will terminate and cease to have any effect.

39. Any notice required to be addressed by any of the parties will in the absence of proof to the contrary be sent by ordinary post, facsimile or email during normal business hours and will be deemed to have been received by the other parties;
- (a) In the case of posting by ordinary mail, on the second working day following the date of posting to the address for service; and
  - (b) In the case of facsimile transmission, when sent to the facsimile number for service provided in this agreement; and
  - (c) In the case of email, when acknowledged by the party orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement of receipt of the email.
40. The Minister of Conservation's address, phone and fax number, and email for service will be [Hauraki District Office, 3/366 Ngati Maru Highway (SH25) Thames 3500 (physical); PO Box 343, Thames 3540 (postal); Phone: 0800 275 362; Email: thames@doc.govt.nz]
41. The Minister of Energy and Resources' address, phone and fax number for service will be C/- The National Manager Minerals, Energy & Resource Markets Branch, Ministry of Business, Innovation and Employment, 33 Bowen Street, Wellington 6140, PO Box 1473; Ph. 0508 263 782;
42. The Permit holder's phone number and address for service will be: 22 Maclaggan St Dunedin 9016 (physical), PO Box 5442 Dunedin 9054 (postal), email: NZ.Legal@oceanagold.com.

## **DISPUTE RESOLUTION**

43. The parties agree to negotiate in good faith to resolve any differences which arise in connection with this Access arrangement.
44. Failing resolution in accordance with Condition 43, any differences and disputes between the parties concerning this Access arrangement, its interpretation, effect or implementation or any act or thing to be done in pursuant thereof (except as otherwise expressly provided) is to be referred to arbitration in New Zealand by a single arbitrator who is to be mutually agreed upon and, failing agreement, is to be appointed by the President of the New Zealand Law Society. In all other respects the provisions of the Arbitration Act 1996 shall apply.

## **GENERAL**

45. Except where inconsistent with this Access arrangement, the Permit holder will comply with the provisions of any conservation management strategy or conservation management plan pursuant

to Part IIIA of the Conservation Act 1987, together with any amendment or review of any strategy or plan.

46. The Permit holder will at all times comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Land or affecting or relating to the Activities including the Health and Safety at Work Act 2015, the Fire and Emergency New Zealand Act 2017, the Hazardous Substances and New Organisms Act 1996, the Crown Minerals Act 1991, the Resource Management Act 1991 and the Conservation Act 1987 and all Acts included in its First Schedule.
47. The Permit holder will comply with all conditions contained in this Access arrangement and within three working days of a request in writing by the Ministers supply the Ministers with evidence of such compliance.
48. A breach or contravention by the Permit holder of any legislation affecting or relating to the Land or affecting or relating to the Activities will be deemed to be a breach of this Access arrangement.
49. The Permit holder will only undertake the Activities subject to this Access Arrangement within the boundaries of the Land. Any Activities carried out by the Permit holder outside the boundary of the Mining permit is unlawful and constitutes an offence under the Act.
50. The Permit holder will not use any Land subject to this Access arrangement for any purposes other than those specified in this Access arrangement. Unless otherwise authorised by this Access arrangement, or otherwise approved by the Minister of Conservation, the Permit holder will not erect, install or operate anything on the Land other than that described in the Annual Work Programme submitted in accordance with Condition 7(b).
51. Any transfer of the Land to a purchaser transfers to that purchaser subject to this Access arrangement provided it has not expired.
52. The headings set out in this Access arrangement have been inserted for convenience and will not in any way limit or govern the construction of this Access arrangement.
53. Nothing in this Access arrangement including Special Conditions in the Second Schedule will prevent the Ministers from participating in any statutory process in respect of any matter relating to Activities in or on the Land defined in this Access arrangement.
54. If any conditions attached to any resource consent obtained by the Permit holder are in the opinion of the Minister of Conservation, or the Ministers, as the case may be, inconsistent with this Access arrangement the Minister of Conservation or the Ministers, as the case may be, may review the provisions of this Access arrangement and this Access arrangement may be varied accordingly.

55. If, in the opinion of the Ministers, the Activities of the Permit holder are having, or may have an adverse effect on the natural, historic or cultural values of the Land, which are not permitted by this Access arrangement and could not have reasonably been foreseen, the Ministers may:
- (a) suspend the Activities or any part of the Activities, until the Permit holder remedies or mitigates such adverse effects to the extent satisfactory to the Minister of Conservation; and/or
  - (b) review the conditions of this Access arrangement and impose any further conditions necessary to avoid, remedy or mitigate such adverse effects; and/or
  - (c) call on the Bond required under Condition 21 or any portion thereof to ensure such adverse effects which have occurred are remedied or mitigated.
56. The Ministers may suspend the Exploration operations or any part of the Exploration operations while the Ministers or any other enforcement agency investigates any of the Activities authorised by this Access Arrangement. The Ministers may also suspend this Access arrangement while the Ministers or any other enforcement agency investigates any:
- (a) Potential breach of the terms and conditions of this Access arrangement, or
  - (b) Possible offence by the Permit holder, its directors, employees, servants, agents, contractors or assignees under the Crown Minerals Act 1991; Conservation Act 1987, or any of the Acts listed in the First Schedule of that Act, or any other Act relevant to the Activities.
57. Any temporary suspension may, at the sole option of the Ministers be either in whole or in part, and be either immediate or after such time as the Ministers allow. Notice of such suspension will be given to the Permit holder in writing.
58. During any period of suspension all Activities on the Land will cease, other than activities necessary for the purposes of saving or protecting life or health, or preventing serious damage to property or avoiding an actual or likely adverse effect on the environment. The Permit holder will remain responsible for the health and safety, and environmental protection of the Land, and will continue to have access to the Land for these purposes during the term of any suspension, subject to any directions issued by the Ministers. The Permit holder will remain liable for all fees and payments required to be paid under this Access arrangement during the term of any suspension.
59. The Ministers will not be liable to the Permit holder for any loss sustained by the Permit holder by reason of the suspension of the Access arrangement under Conditions 55 and 56 including loss of profits or consequential loss.
60. The Permit holder must pay in full immediately on demand all costs and fees (including solicitor's costs and fees of debt collection agencies engaged by the Minister of Conservation) arising out of

and associated with steps taken by the Minister of Conservation to enforce or attempt to enforce the Minister of Conservation's rights and powers under this Access arrangement including the right to recover outstanding money owed to the Ministers.

61. Any failure by the Ministers to exercise any right or power under this Access arrangement does not operate as a waiver and the single or partial exercise of any right or power by the Ministers does not preclude any other or further exercise of that or any other right or power by the Ministers.



## FIRST SCHEDULE

- 1.1 The Permit holder, subject to the conditions contained in this Access arrangement, will have access to the Land, that being all public conservation land within Mining Permit 60541, as shown in Figure 1.

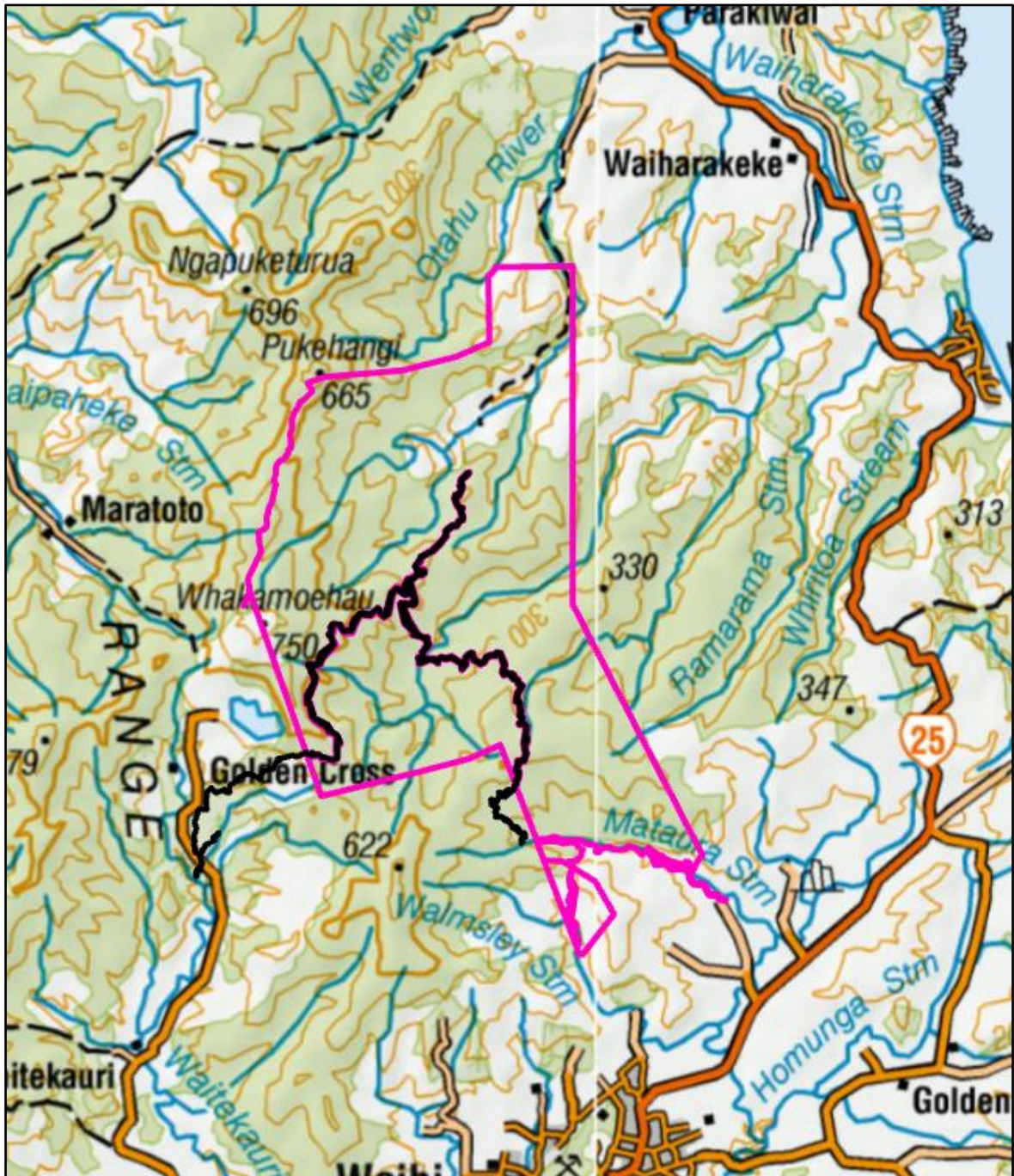


Figure 1: Access Arrangement Area (shown in pink, road reserve shown in black), encompassing all public conservation land within MP60541.

1.2 The Activities authorised by this Access Arrangement are:

- (a) Exploratory and investigative drilling activities, including;
  - i. Ongoing use of nine existing drill sites (noting that a 10<sup>th</sup> site is also operational on the legal road not part of the conservation land);
  - ii. Establishment of up to 20 additional drill sites (as set out in Table 1);
  - iii. Drilling from up to 50 locations using a man-portable drill rig.
- (b) Establishment of up to four vent shaft sites including associated surface structures. These sites may also be used for pump testing, in circumstances where a larger drill rig is required.

Table 1: New drilling activities

Description	Number of Sites	Clearance per site (m <sup>2</sup> )	Total Clearance (m <sup>2</sup> )
Exploration drill sites	8	150	1,200
Geotechnical investigative drill sites	8	150	1,200
Hydrological investigative drill sites (piezometer installation)	4	150	600
Vent shaft / pumping test sites	4	900	3,600
Portable drill rig locations	50	Minimal clearance i.e. canopy trimming	
<b>Total clearance</b>			<b>6,600 m<sup>2</sup></b>

- (c) Continued use of existing meteorological monitoring station, rain gauges, track counter and dust monitor installed.
- (d) Permeability testing in new piezometer holes.
- (e) The establishment of up to ten river pump sites for abstracting surface water (three of which are already existing).
- (f) The use of bores for abstracting groundwater (including groundwater sampling).
- (g) Continued undertaking of water quality sampling.
- (h) The use of up to six drill rigs concurrently.



- (i) Installation of piezometers in any existing or new boreholes and continued use of existing piezometers (including maintenance and replacement as necessary).
- (j) Ongoing use of one camp site and two helipads (both existing).
- (k) The use of any new or existing drill site or pumping test / vent raise site to accommodate fixed camp facilities, with a maximum of six camps established at any given time.
- (l) The use of any new or existing drill site or pumping test / vent raise site to accommodate a helipad, with a maximum of four helipads established at any given time.
- (m) Helicopter access throughout the life of the mine and post-closure period for equipment lifting and personnel access.
- (n) Installation of two piezometers at each of a maximum of 6 wetlands and 2 control wetlands – one piezometer to be installed in each wetland using a drive point design with no drill rig required, one piezometer to be installed approximately 2m from each wetland boundary using either drive point or portable rig.
- (o) Installation of up to eight river flow monitoring stations and continued use of existing flow monitoring stations.
- (p) Continued use of a flow tracker for flow gauging.
- (q) Installation of two rain gauges and a meteorological monitoring station and ongoing use of all existing meteorological monitoring equipment.
- (r) Installation of a telemetry system to transmit environmental data from any surface or subsurface installation to an online platform.
- (s) Installation of vibration monitoring equipment at up to 12 locations.
- (t) The use of drones for monitoring, reconnaissance and aerial photography.
- (u) Minimum impact activities, as defined in the Crown Minerals Act 1991, and also including hydrological, ecological, noise, and other environmental monitoring.
- (v) Tent-based camping at any location to support field work.
- (w) Installation of fauna release sites, including fencing (electric or otherwise) and frog release pens.
- (x) Planting of native vegetation and maintenance of planted areas throughout the life of the project.
- (y) Pest control and monitoring across the entire AA area.

- (z) Ongoing maintenance and replacement of all equipment as required.

## SECOND SCHEDULE

### SPECIAL CONDITIONS:

#### ACCESS ARRANGEMENT FOR MINING PERMIT 60541

**NOTE:** These conditions are in addition to the conditions in the main body of the Access Arrangement and do not in any way affect the generality of those conditions.

#### MANAGEMENT PLAN CONDITIONS

- 2.1 All Activities authorised by this Access Arrangement must be undertaken in accordance with the following management plans included in Part H of the application documents, or any amended versions that may be made under Condition 2.2:
- (a) Ecology and Landscape Management Plan
  - (b) Wharekirauponga Animal Pest Management Plan
  - (c) Wharekirauponga Underground Mine Water Management Plan
  - (d) Dewatering and Settlement Monitoring and Management Plan
  - (e) Vibration Management Plan
- 2.2 The Permit holder may make amendments to any of the management plans referred to in Condition 2.1 at any time, provided that:
- (a) The Permit holder must submit, in writing, any proposed amendment to the Manager at least 10 Working Days before Works associated with the amendment are to be implemented.
  - (b) If the Manager has not, within 5 Working Days of receipt of the amendment, advised the consent holder that Condition 2.2c applies, any Works associated with the amendment may proceed and the Management Plan will be deemed to be certified.
  - (c) Except where Condition 2.2b. applies, no work may occur under any amended management plan until that plan is approved in writing by the Manager.

#### ANNUAL WORK PROGRAMME CONDITIONS

- 2.3 Before undertaking any Activities under this Access Arrangement, the Permit holder will provide to the Manager for the first Annual Work Programme and thereafter annually provide a new Work Programme for the succeeding 12-month period.
- 2.4 The Annual Work Programme will include:

- (a) A recent aerial photograph or plan at an appropriate scale showing the Mining Permit boundaries and the conservation land boundary and the location of all proposed Activities for the forthcoming 12 months;
- (b) A description of all Activities including operations, mitigation measures, rehabilitation, weed control, access, monitoring and reporting carried out in the previous 12 months including a table of completed and uncompleted drill sites.
- (c) A detailed description of all Activities including operations, mitigation measures, rehabilitation, weed control, access, monitoring and reporting intended to be carried out in the following 12 months with an approximate timetable of events.
- (d) A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of Activities within the last 12 months and the steps taken to mitigate or remedy any effects that resulted.
- (e) The type, colour and registration (if known) of all aircraft to be used for Activities.
- (f) A detailed description of safety procedures to be put in place to ensure the safety of staff and members of the public at drill sites, vent shafts and helicopter landing/hover sites.
- (g) Any other information required by other conditions of this agreement.

2.5 The Manager may require the Permit holder to vary the proposed Annual Work Programme to ensure the Activities are not inconsistent with the conditions of this Access arrangement. Where required by the Manager the Permit holder will amend the proposed Annual Work Programme accordingly.

## **GENERAL CONDITIONS**

### **Authorised Activities**

- 2.6 Subject to these Special Conditions the Permit holder may undertake the Activities listed in Schedule 1 on the Land.
- 2.7 The Permit holder will undertake all Activities in accordance with the Fast-track approvals application lodged by the Permit holder, this Access Arrangement approved by the Ministers, and an Authority to Enter and Operate issued by the Manager in accordance with Condition 9. In the event of inconsistency, the Access Arrangement and Authority to Enter and Operate shall prevail over the application.

### **Exclusions Conditions**

- 2.8 The Permit holder will not undertake the following activities on the land:

- (a) Undertake any Exploration operations at any drill site(s) within 400 m of any open section of the Wharekirauponga track during the high visitor period of 23rd December to 6th February (inclusive) excepting those activities required to maintain the security and safety of the drill site(s);
- (b) Undertake any drilling activity and helicopter activity to service drill sites within 400 m of the Wharekirauponga Track from 1 December to 28 February (inclusive) when the track is open.
- (c) Disturb or hinder public use, access or enjoyment of the Land otherwise unaffected by the authorised Activities under this Access Arrangement;
- (d) Conduct onsite processing using any chemicals, other than chemicals required for the safe use of the portable toilets as long as any chemicals required for portable toilets are not separately stored, or discharged on the Land or any other public conservation land;
- (e) Use paint on vegetation or rock for marking purposes;
- (f) Construct any new tracks involving vegetation clearance without prior approval; or
- (g) Other than as may be authorised under (f), clear any vegetation outside of the approved drill sites, campsites, helicopter landing areas, vent shafts and pump sites specified in the First Schedule.

#### **Location of Drill Sites and Vent Shaft / Pump Test Sites**

- 2.9 The Permit holder will ensure that a minimum buffer of 30 m is imposed between the location of any drill site and any part of the Wharekirauponga Track that is not closed to public access. For the avoidance of doubt no drill sites will be located within this buffer.
- 2.10 The Permit holder will ensure that a minimum buffer of 250 m is imposed between the location of any vent shaft / pump test site and any part of the Wharekirauponga Track that is not closed to public access. For the avoidance of doubt no vent shaft / pump test sites will be located within this buffer.
- 2.11 The numbers of drill sites, vent shaft / pump test sites and portable drill rig locations authorised by this Access Arrangement shall not exceed:
  - i. A combined total of 20 exploration and investigative drill sites;
  - ii. Four vent shaft / pump test sites; and
  - iii. 50 portable drill rig locations.

- 2.12 At least 40 working days prior to the establishment of any drill sites or vent shaft / pump test site, the Permit holder must prepare a list of suitable sites based on its technical requirements for the drilling.
- 2.13 At least 20 working days prior to clearing vegetation or undertaking drilling or construction activities at any of the sites listed pursuant to Condition 2.11, the Consent Holder must:
- a. Select the site location(s) from the short list by first applying the requirements of the *Waihi North Project Site Selection Protocol (March 2025)*, annexed as Attachment 1 to this Access Arrangement; and
  - b. Prepare a Siting Report which provides:
    - i. The results of the site assessment undertaken in accordance with the *Waihi North Project Site Selection Protocol (December 2024)*;
    - ii. The locations of the selected sites; and
    - iii. The expected duration of construction and operations at each site; and
  - c. Submit the Siting Report to the Manager for certification that the *Waihi North Project Site Selection Protocol March 2025* has been appropriately applied.
- 2.14 Vegetation clearance, construction or operations at any drill sites or vent shaft / pump test sites must not commence until the corresponding Site Siting Report is certified pursuant to Condition 2.13.c.

#### **Portable Drill Rig Locations**

- 2.15 At least 10 working days prior to drilling at any portable rig location, the consent holder must provide the Manager with notice of the GPS information and/or NZTM co-ordinates of the location.

#### **Vegetation Clearance and Site Disturbance Associated with Drill Sites, Vent Shaft / Pump Test Sites and Portable Drill Rig Locations**

- 2.16 Vegetation clearance and disturbance at each drill site, vent shaft / pumping test site and portable drill rig site must not exceed:
- i. 32 m<sup>2</sup> per portable drill rig location;
  - ii. 150 m<sup>2</sup> per drill site;
  - iii. 900 m<sup>2</sup> per vent shaft / pump test site;
- and must limit ground disturbance and vegetation clearance only to that necessary to accommodate the required equipment.

- 2.17 No trees greater than 50 cm diameter at breast height may be removed to accommodate an investigation and exploration drill site.
- 2.18 Vegetation clearance must only be carried out from March – May (inclusive) in any year.
- 2.19 Prior to undertaking vegetation removal at any proposed for drill site or a vent shaft / pump test site, the Permit holder will ensure that that an ecological survey is undertaken by one or more suitably qualified ecologist(s) (including a suitably qualified herpetologist). The survey(s) will be undertaken over the area of the proposed site, plus a 10 m wide buffer surrounding the site.
- 2.20 The purpose of the survey(s) undertaken under Condition 2.19 is to provide a description of the wildlife and vegetation present, including all species of flora and fauna present and the number, size (height and diameter at breast height) and estimated age of mature canopy and emergent trees.
- 2.21 If one or more northern striped gecko (Toropuku “Coromandel”) is found during vegetation clearance, then all work on the site clearance must immediately cease and an alternative site should be selected.
- 2.22 Vegetation removed at a pumping test / vent shaft site or drill site must be managed and remediated in accordance with the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine.
- 2.23 Vegetation removal must be undertaken in a manner that minimises the impacts on the surrounding vegetation and uses best practice tree felling techniques, including avoidance of felling of trees into waterways.

**Management of “At Risk” and/or ‘Threatened Flora Associated with Drill Sites, Vent Shaft / Pump Test Sites and/or Portable Drill Rig Locations**

- 2.24 Any *Pterostylis puberula*, *Pretrastylis tasmanica* or king fern *Ptisana salicina* individuals found when establishing any Drill Site and/or Pump test/Vent Shaft Site must be translocated to a suitable alternative site containing similar light, soil and vegetation community characteristics as determined by a suitably qualified and experienced ecologist. The Manager must be notified of GPS information and/or NZTM coordinates of the transfer location within 20 working days of the transfer having occurred.
- 2.25 Disturbance of *Pterostylis puberula*, *Pretrastylis tasmanica* or king fern *Ptisana salicina* to establish any portable rig location must be avoided.
- 2.26 The transfer of any *Pterostylis puberula* and/or *Pterostylis tasmanica* must include a minimum 30cm diameter ‘clump’ of soil around the roots (to protect root structure and to retain any mycorrhizal associations).

**Management of 'At Risk' and/or 'Threatened' Herpetofauna during vegetation clearance Associated with Drill Sites, Vent Shaft / Pump Test Sites and Portable Drill Rig Locations.**

- 2.27 A suitably qualified and experienced ecologist must be present onsite during any vegetation clearance to survey habitat refugia and undertake any capture for native lizards and frogs in accordance with the protocols set out in the Ecology and Landscape Management Plan.
- 2.28 Except as required by Condition 2.21, any 'At Risk' or 'Threatened' frogs, or 'At Risk' or 'Threatened' lizards found during vegetation clearance must be salvaged in accordance with procedures set out in the Ecology and Landscape Management Plan Wharekirauponga Underground Mine (ELMP-WUG) and moved to suitable habitat at least 100m from the drilling and/or vent raise site, as recommended by the onsite ecologist.
- 2.29 The Permit holder must provide the Manager with the details (e.g. weight, length, location) of any 'At Risk' or 'Threatened' frogs or lizards found and relocated and the NZTM coordinates of the release site(s) within 20 working days of the relocation.
- 2.30 The Permit holder must mark out access routes for access to, and between Drill Sites, Vent Shaft / Pump Test Sites, and thereafter only access sites using the marked routes to access these sites.

**Management of Avifauna Associated with Drill Sites, Vent Shaft / Pump Test Sites and Portable Drill Rig Locations.**

- 2.31 If vegetation clearance is undertaken in March, trees within the clearance area must be surveyed by a suitably qualified and experienced ecologist for active native bird nests within 24 hours of planned felling. If active bird nests are detected, trees should not be felled until the nest is vacated or it has failed.

**Management of Bats Associated with Drill Sites, Vent Shaft / Pump Test Sites and Portable Drill Rig Locations.**

- 2.32 All vegetation clearance must be undertaken in accordance with the methodology specified in: Protocols for minimising the risk of felling bat roosts (Bat Roost Protocols) (BRP)) Version 4: October 2024 approved by the New Zealand Department of Conservation's Bat Recovery Group, or alternative method agreed to in writing by the Manager.

**Management of Terrestrial Invertebrates Associated with Drill Sites, Vent Shaft / Pump Test Sites and Portable Drill Rig Locations.**

- 2.33 Any Paua slug (*Schizoglossa novoseelandica*) and/or 'At Risk' or 'Threatened' invertebrates listed in the Department of Conservation's Threat Classification Lists (<http://www.doc.govt.nz/nztcs>) found during any vegetation clearance, must be salvaged in



accordance with procedures set out in the ELMP and released into similar habitat at least 50 m beyond the site, as recommended by the onsite ecologist.

### **Fencing**

- 2.34 The Permit holder will erect a frog / lizard exclusion fence around the perimeter of the site within 5 days after the final survey or native species translocation (whichever is the latter). Exclusion fences will be regularly inspected and maintained to ensure their integrity.

### **Reporting**

- 2.35 Within 20 days of the completion of vegetation clearance at any drill site or vent shaft / pump test site (but not a portable drill rig location) the Permit holder must provide a report prepared by a suitably qualified and experienced ecologist to the Manager which documents how the requirements, where relevant, of Conditions 2.24-2.34 have been addressed.

### **Water Management**

- 2.36 The Permit holder will ensure that all water used for drilling operations is filtered to remove drill cuttings prior to any discharge to the Land.
- 2.37 The Permit holder will ensure that all drill cuttings filtered from water are buried, pumped down the drill hole or removed from the Land.
- 2.38 The Permit holder will ensure that any water discharge from exploration or investigative drilling operations is monitored to ensure it does not enter any waterways.
- 2.39 The Permit holder will ensure that all sewage is collected and stored in containers and removed from the Land.

### **Wildlife Act Authority**

- 2.40 The Permit holder will ensure that any suitably qualified Ecologist holds an adequate Wildlife Act Authority for searching for, handling and releasing indigenous fauna.

### **Rehabilitation**

- 2.41 On completion of operations at any disturbed site, the Permit holder will undertake rehabilitation in accordance with the Vegetation Remediation Plan set out in the ELMP.
- 2.42 Rehabilitation activities pursuant to Condition 52 must include (as applicable):
- (a) Removal of all surface structures and equipment unless otherwise approved by the Manager in writing;
  - (b) Capping or plugging each drill hole;

- (c) Backfilling of vent shafts and sealing of shaft collars;
- (d) Re-contouring and stabilisation of any disturbed land;
- (e) Re-spreading any disturbed topsoil, duff, humus and vegetation across the surface of the site to allow natural regeneration;

2.43 All trees, at all times, remain the property of the Manager. No trees may be removed from the land.

2.44 All drill core samples and core sample material will be removed from the Land in their entirety.

#### **Public Access, Awareness and Safety**

2.45 Prior to the commencement of operations at any drill site or vent shaft / pump test site, clear signage and/or markers will be erected around the site to protect against members of the public accidentally accessing the site while operations are occurring.

2.46 The permit holder will ensure that the hazards associated with the Activities are notified to visitors to the Wharekirauponga Track by placing track notices approved by the Manager at the entrance to the Wharekirauponga Track and at the Kauaeranga Visitor Centre at least two days prior to the commencement of Activities.

#### **Aircraft**

2.47 The Permit holder will ensure that aircraft landing/hovering zones are maintained to ensure public safety. The Permit holder will ensure that notices advising the public of the hazards associated with the helicopter hovers and/or landings are erected on the Land.

2.48 The Permit holder and any pilot of the aircraft authorised by this Access Arrangement will hold the applicable aviation document and privileges to conduct the Activities under the Civil Aviation Rules and will comply with Civil Aviation law.

2.49 The Permit holder will ensure that aircraft idle times on the ground are kept to a practicable minimum.

#### **Weed and Animal Pest Management**

2.50 The Permit holder will control any exotic weeds present within any drill site or vent shaft / pump test site to the satisfaction of the Manager, during the term of this Access Arrangement and for a period of two years following the completion of Exploration operations under this Access Arrangement.

- 2.51 The Permit holder will supply an annual memo/report describing weed control and rehabilitation progress within the sites subject to Condition 2.50, for a period of two years following the completion of Activities under this Access Arrangement.
- 2.52 The Permit holder must undertake pest management in accordance with the Wharekirauponga Pest Animal Management Plan over the Land included in the Wharekirauponga Animal Pest Management Area (WAPMA), as shown in the figure annexed as Attachment 2 to this consent (with the balance of the WAPMA outside this Access Arrangement to be managed under a concession).

#### **Kauri Dieback**

- 2.53 Activities within any Kauri Contamination Zone(s), must be undertaken in accordance with the Kauri Dieback Management Plan set out in the ELMP.

#### **Chytrid fungus**

- 2.54 The Permit holder must adhere to the national Frog Hygiene and Handling Protocol annexed as Attachment 3 to this consent, or any future updates thereof.

#### **Storage and Structures**

- 2.55 The Permit holder will not erect/place on the Land any sheds, containers or similar structures not included in the Annual Work Programme.

#### **Fuel and lubricants**

- 2.56 All fuel must be stored in safe, secure containers / tanks that have secondary containment. This condition does not apply to the use of portable jerry cans which are necessary for refuelling in emergency situations.
- 2.57 A spill kit must be held at each working area at all times and used immediately should a fuel or lubricant spill occur.
- 2.58 Any fuel or lubricant spill above ground which is greater than 20 litres must be reported to the Manager at the earliest opportunity, including the amount spilled, remedial action undertaken, and any further actions required to fully remediate the site.
- 2.59 Only biodegradable drill fluids and lubricants may be used for drilling operations.

#### **Fire and risk management**

- 2.60 A fire extinguisher must be available on site at all times at any fixed camp site and during drilling and/or construction activities at any site.

### **Waste disposal and toilets**

- 2.61 Self-contained toilets/ “portaloos” must be provided for staff at all times to ensure the containment of human waste.
- 2.62 All waste and effluent will be removed from the Land and disposed of at an appropriate facility during and upon the completion of the Activities.

### **Public Access**

- 2.63 The Permit holder will not prevent public access to the Land or parts of the Land unless that land has been closed to the public under the Conservation Act. Where public closure has occurred, the Permit holder is deemed to have been given approval to trespass the public for unlawful entry.

### **Removal of Material**

- 2.64 Without changing the effect of Condition 34, at the completion of the Activities the Permit holder will remove from the site all materials including rubbish, pipelines, equipment and structures associated with the Activities, unless the Manager has given prior written approval for the item(s) to remain.

### **Historic and Cultural Sites**

- 2.65 The Permit holder will operate in accordance with any Archaeological Authority for the Land.
- 2.66 In the event that an unidentified archaeological site is located as part of the activities authorised by this consent, the following procedures must be undertaken by the Consent Holder:
- (a) All work must cease, and machinery within 20 m of the discovery shut down;
  - (b) The Consent Holder must notify the Heritage New Zealand Regional Archaeologist;
  - (c) If the site appears to be of Māori origin, the Consent Holder must also notify the tangata whenua entities listed in d. of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken (as long as all statutory requirements under the Heritage New Zealand Pouhere Taonga Act 2014 and the Protected Objects Act 1975 have been met);
  - (d) The tangata whenua entities referred to in c. are:
    - Ngāti Hako
    - Ngāti Maru
    - Ngāti Puu

- Ngāti Tamaterā
  - Ngāti Tara Tokanui / Ngāti Koi
  - Ngaati Whanaunga
- (e) If human remains (koiwi tangata) are discovered, the Consent Holder must also advise the New Zealand Police; and
- (f) Works affecting the discovery must not recommence until Heritage New Zealand provides written approval or an archaeological authority has been obtained. Such authorisations must be provided to the Councils.

Except insofar as it relates to koiwi, this condition only applies to those areas not subject to an archaeological authority obtained under the Heritage New Zealand Pouhere Taonga Act 2014.

- 2.67 The Permit holder must notify the Manager of any historic site, cultural site, and/or object/artefact including koiwi tangata (human remains) or taonga (artefacts/middens) found on the Land.

#### **Minimum Impact Activities**

- 2.68 The Permit holder will inform the Hauraki District Office of dates, duration and location of any minimum impact activities, prior to entering the Land to undertake said activities.
- 2.69 All rock samples undertaken as part of a minimum impact activity will be obtained through hand-held, non-mechanical methods only and must be under 5 kg in weight.
- 2.70 There will be no track cutting or vegetation clearance as part of any minimum impact activity.
- 2.71 The Permit holder will ensure that no minimum impact activity which disturbs the land is conducted at the sides of formed tracks and all disturbed land is restored to a condition consistent with the surrounding environment (so as not to leave an obvious mark on the land).
- 2.72 Prior to undertaking any minimum impact activities that require repeated access, the Permit holder must designate access routes which are to be used for repeat access. Access to such sites shall only be via the designated routes.
- 2.73 The Permit holder must avoid the following when conducting minimum impact activities:
- (a) Tramping and disturbing rocks and logs in wet areas beside water channels; and
  - (b) Sampling from banks where seepages/side streams adjoin a main stream or within stream headwaters or side seepages (breeding habitat).

## **Attachment 1 – Waihi North Project Site Selection Protocol**

# **SITE SELECTION PROTOCOL FOR THE LOCATION OF DRILL SITES AND PUMPING TEST / VENTILATION SHAFT SITES**

## **OVERVIEW**

This document outlines the protocol which will be used by OceanaGold New Zealand Limited (“**the Consent Holder**”) to select the location of up to eight exploration drill sites, twelve investigative drill sites and up to four pumping test / ventilation shaft sites at the proposed Wharekirauponga Underground Mine (“**WUG**”), located within the Coromandel Forest Park as part of the Waihi North Project (“**WNP**”). For avoidance of doubt, this protocol does not apply to portable drill rig locations.

This protocol follows a cascading management approach whereby:

- > A short list of suitable drill sites will be selected based on the Consent Holder’s technical requirements; and
- > A short list of suitable ventilation shaft sites will be selected based on the Consent Holder’s technical requirements.

Shortlisted sites will then be subject to a multicriteria assessment (“**MCA**”), which will evaluate each potential site against ecological, freshwater, landscape, heritage and recreational criteria. The final eight investigative drilling and four ventilation shaft sites will be selected based on the outcomes of the MCA. This protocol will ensure that selected sites meet the Consent Holder’s technical requirements, whilst minimising adverse effects on the environment.

## **SHORT-LIST SITE IDENTIFICATION–**

The Consent Holder shall create a short list of options for drill and ventilation sites which meet engineering and geotechnical requirements.

The Consent Holder shall assess each of the shortlisted sites against the MCA (set out below) to inform the final site selection.

Note: all sites must meet engineering and geotechnical requirements in order to fulfil their intended function. For ventilation sites in particular, it is recognised that engineering and geotechnical requirements may result in a low number of potential options.

## **MULTICRITERIA ASSESSMENT**

The following assessment shall be used for drill sites and ventilation shafts.

Once the Consent Holder has established a shortlist of drill sites and/or ventilation shaft sites, it shall convene a team of appropriately qualified and experienced experts to undertake the MCA evaluation for each site.

The MCA will guide the Consent Holder's selection of up to eight exploration drill sites, twelve investigative drill sites and up to four ventilation shaft sites at locations which best achieve the outcomes set out below.

### **Multicriteria Assessment Outcomes**

#### **Terrestrial Fauna**

- > The loss of 'At Risk' or 'Threatened' herpetofauna is avoided;
- > The loss of 'At Risk' or 'Threatened' terrestrial invertebrates is avoided;
- > The removal of trees where bats are actively roosting is avoided; and
- > The removal of trees in which birds<sup>1</sup> are actively nesting is avoided.

#### **Terrestrial Flora**

- > The loss of 'At Risk' or 'Threatened' flora is avoided;
- > The loss of mature trees (trees that are greater than 50 cm in diameter at breast height (1.4 m above ground level)) is minimised where practicable; and
- > Preference is given to sites where trees can be trimmed or tied back in such a way as to minimise felling.

#### **Freshwater Values**

- > Sites selected are located as far from surface waterbodies (including natural inland wetlands) as is reasonably practicable; and
- > The loss of riparian vegetation within 20 m of a waterway is minimised where practicable.

#### **Landscape and Visual Amenity Values**

- > Sites selected can be visually contained, including any consequent plume from ventilation shafts, and assimilated into the environment so that they are reasonably difficult to see.

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<sup>1</sup> Any reference to birds means birds protected under the Wildlife Act 1953



- > Once work has been completed, selected sites can be successfully rehabilitated to ensure that long term landscape and visual effects are avoided.

### **Heritage and Cultural Values**

- > Disturbance to, or interference with listed or known heritage features and / or sites is avoided.
- > Archaeological features and features of particular significance to iwi are avoided.

The Consent Holder must engage a suitably qualified and experienced archaeologist to assess if there are any known archaeological or other historic heritage features, or a likelihood of unidentified archaeological or other historic heritage features within 500m of the shortlisted investigative drill sites and ventilation shaft sites.

### **Recreation Values**

- > Sites selected are located as far away as is practicable from the Te Wharekirauponga Track.

### **Multicriteria Assessment Tool**

A red / amber / green (“**RAG**”) MCA tool will be utilised to guide decision-making. The assessment tool has three rankings, based on the level of adverse effect anticipated for each criterion, noting that the grading is relative to the other effects, not absolute:

Lower effects	Moderate effects	Higher effects
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The criteria for assessing each value set is set out in **Table 1**.

**Table 1: MCA Assessment Tool.**

Criteria	Lower effects	Moderate effects	Higher effects
<b>Terrestrial Fauna</b>			
Habitat value for native frogs	<20 % cover of kiekie and / or fern species	≥20 %, ≤50% cover of kiekie and / or fern species	>50 % cover of kiekie and / or fern species
‘At Risk’ and / or ‘Threatened’ terrestrial invertebrates	No ‘At Risk’ and / or ‘Threatened’ terrestrial invertebrates are found on site.	‘At Risk’ and / or ‘Threatened’ terrestrial invertebrates are found on site, but can be salvaged and moved to suitable habitat at least 50m away from the drilling and / or ventilation shaft site (as assessed by a suitably qualified entomologist).	At Risk’ and / or ‘Threatened’ terrestrial invertebrates are found on site, and cannot be salvaged and moved to suitable habitat at least 50m away from the drilling and / or ventilation shaft site (as assessed by a suitably qualified and experienced ecologist).
Bat roosts	No trees with bat roost characteristics identified on site (as assessed by suitably qualified zoologist).	Trees with bat roost characteristics identified on site, but no bats are found to be currently roosting in the tree (as assessed by a suitably qualified ecologist).	Trees with bat roost characteristics identified on site, with signs that bats are currently roosting in the tree (as assessed by a suitably qualified ecologist).
Nesting birds	No active bird nests detected on site (as assessed suitably qualified ecologist).	-	Active bird nests detected on site (as assessed by a suitably qualified ecologist).
<b>Indigenous Terrestrial Flora</b>			
‘At Risk’ and / or ‘Threatened’ flora  NB This does not include kauri and Myrtaceae species (classified as ‘Threatened - Nationally Vulnerable’ or ‘At Risk – Declining’ in response to disease risk.)	No ‘At Risk’ and / or ‘Threatened’ flora identified is on site (as assessed by suitably qualified botanist).	‘At Risk’ and / or ‘Threatened’ flora identified is on site, but can be readily translocated to a suitable alternative site containing similar light, soil and vegetation community characteristics (as determined by a suitably qualified botanist), or retained on site by bending back without cutting.	‘At Risk’ and/ or ‘Threatened’ flora identified on site, and cannot be readily translocated to a suitable alternative site containing similar light, soil and vegetation community characteristics (as determined by a suitably qualified botanist), or retained on site by bending back without cutting.
Removal of mature trees	No removal of trees greater than 50 cm in diameter at breast height is required.	Removal of ≤4 trees greater than 50 cm in diameter at breast height is required.	Removal of >4 trees greater than 50 cm in diameter at breast height required.
<b>Freshwater</b>			
Proximity to rivers and streams	Site is more than 100 m from nearest river or stream.	Site is between 50-100 m from nearest river or stream.	Site is less than 50m from nearest river or stream.
Proximity to wetland	Site is more than 100 m from nearest wetland.	Site is between 10 - 100 m from a wetland.	Site is within or within 10 m of a wetland. <sup>2</sup>
Riparian vegetation	No riparian vegetation removal required.	Minimal riparian vegetation removal is required.	More than minimal riparian vegetation removal is required.

<sup>2</sup> NB: Resource Consent will be required under the NES-Freshwater for any earthworks or land disturbance within, or within a 10 m setback from, a natural inland wetland, or outside a 10 m, but within a 100 m, setback from a natural inland wetland results, or is likely to result, in the complete or partial drainage of all or part of the wetland

Criteria	Lower effects	Moderate effects	Higher effects
Landscape and Visual Amenity			
Visibility	Site cannot be seen from any formal walking track or viewpoints beyond the Coromandel Forest Park.	Site can partially be seen from any formal walking track or viewpoints beyond the Coromandel Forest Park.	Site can be clearly seen from any formal walking track or viewpoint beyond the Coromandel Forest Park.
Heritage			
Heritage features/Cultural	No heritage or cultural features and / or sites are identified within 500m of the site.	Heritage/cultural features and / or sites are identified within 500m of site, but outside the proposed site footprint.	Heritage/cultural features and / or sites are identified with the proposed site footprint.
Recreation			
Proximity to recreational tracks	Site is at least 750 m from nearest formal walking track.	Site is between 400 -750 m from nearest formal walking track.	Site is within 400 m of nearest formal walking track.
Proximity to <i>Waikato Conservation Management Strategy</i> recreation remote zones	Site is more than 500 m outside of a recreation remote zone.	Site is within 500 m of a recreation remote zone.	Site is within a recreation remote zone.

## Multicriteria Assessment Process

The Consent Holder shall assess each site using the following process:

1. **Score Sites:** Each drill site and ventilation shaft option shall be evaluated against each MCA criterion set out in **Table 1**. Each site shall be given an RAG rating for each criterion.
2. **Evaluate Red Ratings:** Where a site option is assessed as red (having a high level of effect) for any criterion, the Consent Holder shall engage a suitably qualified expert to determine if the effect is of such magnitude as to constitute a 'fatal flaw' (i.e., a critical issue that would make the site unsuitable for selection, based on an environmental value or values). If the suitably qualified expert considers the site option unsuitable, it shall be disqualified. If the suitably qualified expert does not deem the effect to be a fatal flaw, the site shall remain in contention.
3. **Compare Sites:** After assigning RAG ratings, the Consent Holder shall compare the sites. Generally, sites with more green ratings and fewer amber or red ratings are more favourable.
4. **Site Selection:** The Consent Holder shall select those sites with the best overall balance of green and amber ratings, ensuring no fatal flaws are present.

## REPORTING

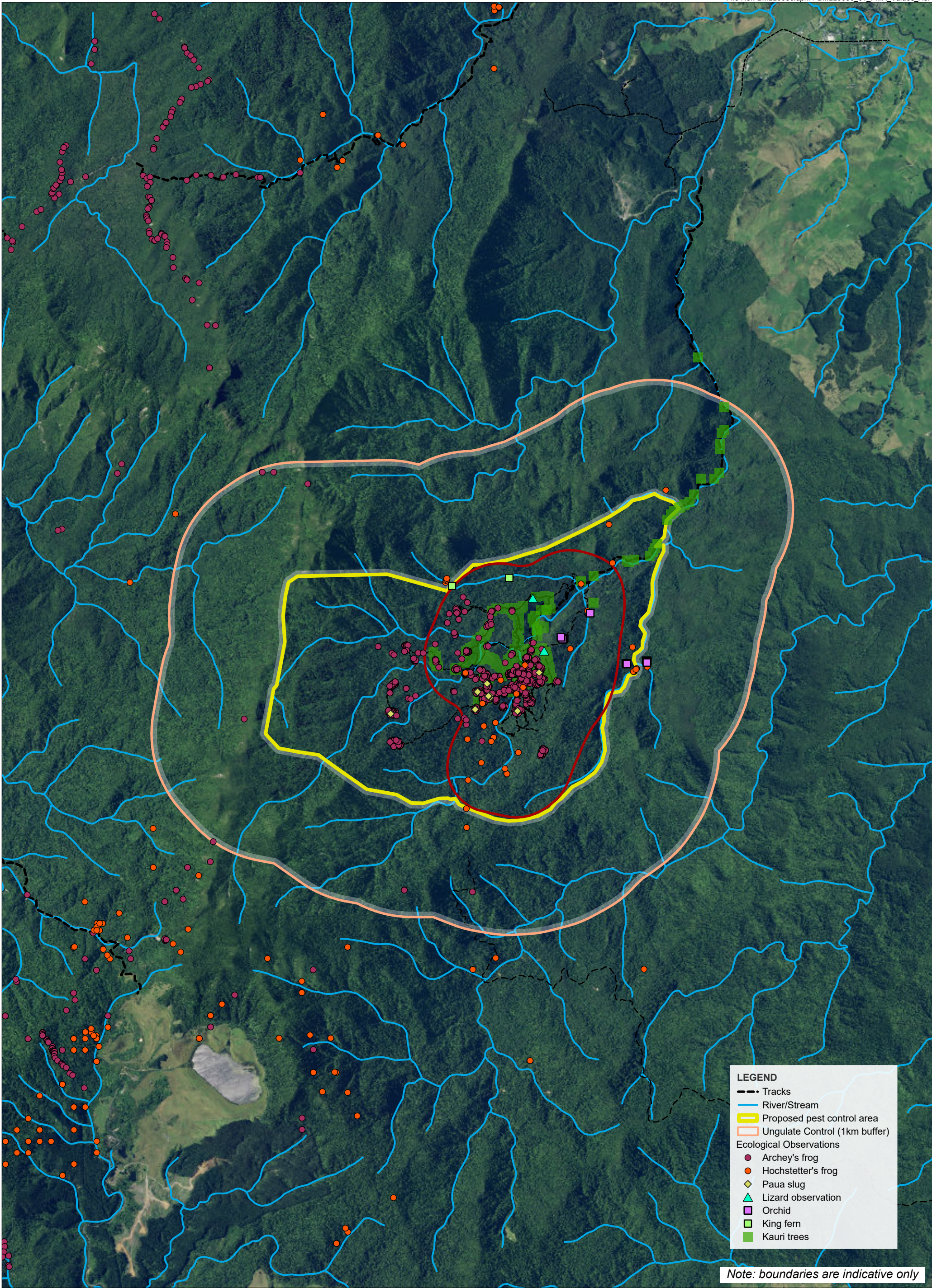
The Consent Holder shall report the outcome of the MCA as follows:

- > For drill sites, the results of the assessment shall be documented in a Drill Site Siting Report, which shall be submitted to the Hauraki District Council, Waikato Regional Council and Department of Conservation, at least 20 days prior to vegetation clearance commencing at any of the selected sites; and
- > For ventilation shaft sites, the results of the assessment shall be documented in a Ventilation Shaft Siting Report, which shall be submitted to the Hauraki District Council, Waikato Regional Council and Department of Conservation, at least 20 days prior to the commencement of vegetation clearance or work required to construct the ventilation shafts.

## **Attachment 2 – Wharekirauponga Pest Management Area**



This plan has been prepared by Boffa Miskell Limited on the specific instructions of our Client. It is solely for our Client's use in accordance with the agreed scope of work. Any use or reliance by a third party is at that party's own risk. Where information has been supplied by the Client or obtained from other external sources, it has been assumed that it is accurate. No liability or responsibility is accepted by Boffa Miskell Limited for any errors or omissions to the extent that they arise from inaccurate information provided by the Client or any external source.





## **Attachment 3 – Frog Hygiene Protocol**

## Frog Hygiene Protocol

# Native frog hygiene and handling protocols



### Background

Over the past 25 years' amphibian populations have declined throughout the world and disease is considered to play a major role. One disease we have in New Zealand which is thought to be a major threat to frogs is the amphibian chytrid fungus. Given the transmission risk of the fungus and other diseases, strict hygiene and handling protocols are required to ensure the safety of our native frog populations. This document provides information on how to:

- Minimise any possible spread of the amphibian chytrid fungus and other pathogens.
- Avoid artificially increasing contact between frogs.
- Achieve the highest level of hygiene protocol that is effective and practical in the field.
- Safely handle frogs for research purposes.

### Principles

- Transmission risk can be managed/reduced through good hygiene practices.
- New or disinfected equipment/footwear should be used at every new site.
- New or disinfected equipment should be used for each frog, where practicable.

#### What should I do before entering known frog habitat?

Before you enter known frog habitat ensure all your foot wear, gaiters and equipment are clean, e.g. free of dirt/mud and dry. Foot wear, gaiters and equipment will also be disinfected. You can ensure that your clothing and equipment is safe to take into frog areas by following simple hygiene protocols.

### Site hygiene

- Remove all dirt/mud from footwear, gaiters and field equipment. Pay particular attention to field gear likely to come in contact with amphibians, soil/ground, freshwater, and/or that is already dirty e.g. boot soles.
- Disinfect all field gear. Mud/dirt etc. will be cleaned off first before disinfecting.
- Wash and dry everything. **\*Important\*** Chytrid fungus cannot survive drying out so it is very important that cleaned items are dried.
- Store gear in a clean dry area away from soil to avoid recontamination.
- **\*Important\*** If you have been to an area infected with the amphibian chytrid fungus you will clean and disinfect all your gear. Gear will also be cleaned between each field trip into the same native frog area, regardless of whether you are going in the same way or not.



- Clean ahead to allow time for drying and consider having multiple sets of high use items if no time is available to clean between field trips.
- Wear different footwear when driving between areas and change into clean footwear at the point of entry into frog habitat.

**These hygiene protocols are subject to change in the event of new amphibian diseases emerging in New Zealand. Always check with your local Department of Conservation office for the most up to date hygiene information.**

#### What disinfectant should I use and how much?

Purpose	Disinfectant	Concentration	Time	Rinse
Disinfecting footwear/gaiters	Sodium hypochlorite (bleach)	1%	1min	Yes
	Hot Wash	4%	15 mins	Yes
Disinfecting collection equipment, instruments and containers	Trigene/ SteriGene F10	1%	1min	Yes
		1%	1min	Yes
	Virkon (NB: corrosive)	1:100	10 mins	Yes
	Sodium hypochlorite (bleach)	1%	1min	Yes
	Virkon (NB: corrosive)	4%	15 mins	Yes
	Trigene F10	1%	1min	Yes
		1%	1min	Yes
	Ethanol	70%	1min	Air dry
	Complete drying		3+ hrs	No
	Heat	37°C	4 hours	No
	Heat	60°C or greater	15 mins	No
	Sterilising UV light		1min	No

Trigene/SteriGene and Virkon and can be purchased from your local vet clinic.

#### Frog handling hygiene

- A new plastic bag or new powder-free nitrile gloves will be used for each frog when they are caught or handled. Within a local area (deemed as a continuous population) the same gloves may be used for searching for frogs and need to be changed if they come into contact with a frog. It is important to ensure that new gloves are used when moving between areas. Also if a frog displays signs of ill health or looks compromised in some way please ensure a separate glove is used to handle these individuals.
- Each frog should be housed in a separate plastic bag.
- For researchers working in native frog habitat - please ensure all frog handling/measuring equipment that comes into direct contact with the frog is disinfected prior to use, between frogs and between sites.
- Each frog will be weighed and measured in the plastic bag to reduce unnecessary contact.
- Ensure the frogs are kept cool at all times; avoid keeping frogs in the cupped hand if possible to allow proper thermoregulation.
- Minimise handling times to reduce stress and to avoid the side effects of stress.
- Sick or dead frogs should be collected and held separately from all other frogs until delivered to the appropriate recipient. All equipment should be cleaned and disinfected after use.
- Although hind-leg handling is a common technique used while measuring and weighing other species of frogs this technique will **never** be used with any native frog (*Leiopelma*) species.

**If you find a sick or dead frog please take it to or contact your local Department of Conservation office.**