

# WAIHI NORTH PROJECT - PROPOSED WILDLIFE ACT AUTHORITY CONDITIONS

## Wildlife Act Authority for wildlife located on public conservation land

### SCHEDULE 1

1	<b>Authorised activity</b> (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<p>A. <u>Activity:</u></p> <ul style="list-style-type: none"><li>a) To catch, salvage and relocate native frog and lizard species listed in Schedule 4 prior to vegetation clearance at mineral exploration and mining operation sites (see list of sites, in next section)</li><li>b) To catch and hold native frogs for the purpose of long-term monitoring</li><li>c) To take or destroy the eggs of wildlife when unavoidable (any taxa)</li><li>d) To kill wildlife when unavoidable (any taxa)</li></ul> <p>B. <u>Methodology:</u></p> <ul style="list-style-type: none"><li>a) Within the Coromandel Forest Park: Except when instructed otherwise by the Grantor, the methods set out in:<ul style="list-style-type: none"><li>i. The Terrestrial Ecology Management Plan as included in the Wharekirauponga Underground Mine Ecology and Landscape Management Plan dated 20 February 2025 and included in Part H of the application documents; and</li><li>ii. The Wharekirauponga Animal Pest Management Plan dated 24 February 2025 and included in Part H of the application documents.</li></ul></li><li>b) Outside the Coromandel Forest Park: Methods set out in the following sections of the Waihi Area Ecology and Landscape Management Plan dated 3 March 2025 and included in Part H of the application documents:<ul style="list-style-type: none"><li>i. Lizard Management Plan;</li><li>ii. Avifauna Management Plan; and</li><li>iii. Bat Management Plan.</li></ul></li></ul>
2	<b>The Land</b> (Schedule 2, clause 2)	Areas marked Area 1 – Area 7 on Map 1 in Schedule 5, except that monitoring of native frogs may take place anywhere in the areas shown on Map1 and Map 2.



3	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<ul style="list-style-type: none"> <li>a) Katherine Muchna</li> <li>b) Liam Ireland</li> <li>c) Jenna Powell</li> <li>d) Cassie McArthur</li> <li>e) Matthew Turner</li> <li>f) Bella Burgess</li> <li>g) Brittany Pearce</li> <li>h) Michaela Scarrott</li> <li>i) Additional personnel as may be approved in writing by the Grantor.</li> </ul>
4	<b>Term</b> (Schedule 2, clause 4)	[insert date of approval] to [insert date 30 years from date of approval]
5	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Physical: 22 MacLaggan Street, Dunedin 9016, New Zealand</p> <p>Postal: PO Box 5442 Dunedin 9054</p> <p>Phone: 03 479 4736</p> <p>Email: <a href="mailto:NZ.Legal@oceanagold.com">NZ.Legal@oceanagold.com</a></p>
6	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>[Hauraki District Office, 3/366 Ngati Maru Highway (SH25)</p> <p>Thames 3500 (physical);</p> <p>PO Box 343, Thames 3540 (postal);</p> <p>Phone: 0800 275 362;</p> <p>Email: <a href="mailto:thames@doc.govt.nz">thames@doc.govt.nz</a></p>



## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1. The Authority Holder is responsible for the acts and omissions of its employees, contractors or agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 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 Authority Holder is only allowed to carry out the Authorised 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 Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3. The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4. The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5. The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6. The Authority Holder may publish authorised research results.
- 2.7. The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1. Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.



**4. How long is the Authority for - the Term?**

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

**5. What are the obligations to protect the environment?**

- 5.1. The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2. The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).
- 5.3. The Authority Holder must not bury:
- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
  - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

**6. What are the liabilities?**

- 6.1. The Authority Holder agrees to exercise the Authority at the Authority Holder’s own risk and releases to the full extent permitted by law the Grantor and the Grantor’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 Authority Holder’s exercise of the Authorised Activity.
- 6.2. The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder’s exercise of the Authorised Activity.
- 6.3. This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

**7. What about compliance with legislation and Grantor’s notices and directions?**

- 7.1. The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. 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.

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

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

**9. When can the Authority be terminated?**

- 9.1. The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.
- 9.2. If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

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

- 10.1. Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority 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 3rd 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.
- 10.2. If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

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

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

**12. Biosecurity**

- 12.1. The Authority 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 Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

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

- 13.1. Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**14. Can the Authority be varied?**

- 14.1. The Authority Holder may apply to the Grantor for variations to this Authority.

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **Compatibility with Access Arrangement and Concession Documents**

1. The Special Conditions in the following documents apply within their respective areas of effect:
  - a. Wharekirauponga Access Arrangement [reference number]
  - b. Favona Access Arrangement [reference number]
  - c. Northern Concession [reference number]
  - d. Willows Area Concession [reference number]

#### **Compliance with Management Plans**

2. The Authorised Activity must be carried out in accordance with the documents listed in Schedule 1, Item 1B, except when instructed otherwise by the Grantor.

#### **Ownership and holding of Absolutely Protected Wildlife**

3. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife for short periods in accordance with the terms and conditions of the Authorisation, but the 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.
4. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### **Death of wildlife associated with activities covered by the authority**

5. If, in the course of undertaking the Activities, all reasonable effort has been made to meet all of the conditions expressed and implied in this authority; and wildlife is killed by the Authority Holder, then that will be permitted under this authority.
6. If any frog, lizard or bat should die, or be found dead; the Authority Holder must contact the Grantor's Hauraki Office on 07 867 9180, with known details of the animal's history. Then, if the Grantor requests it, the body must be sent to Massey University Wildlife Post Mortem Service for necropsy.
7. In that eventuality; the Authority Holder must, if requested by the Grantor:



- a. Ensure that the body is to be chilled if it can be delivered within 24 hours, or frozen if it will take longer than 24 hours to delivery.
- b. Ensure appropriate measures are taken to minimise further deaths.
- c. Discuss with the Grantor's Hauraki office, whether it is necessary to halt all further handling until full investigations of death(s) occur.
- d. Pay for any costs incurred in investigation of the death

### **Euthanasia**

- 8. The Authority Holder must not euthanize any wildlife unless the Authority Holder:
  - a. Consults with the Captive Management Co-ordinator (as applicable) and obtains the consent of the Grantor; or
  - b. Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
  - c. Carries out the euthanasia under direction from the Grantor and in consultation with the Captive Management Co-ordinator (as applicable).

### **Records**

- 9. All survey, salvage and release records must be made available for inspection at reasonable times by officers of the Grantor.

### **Lizard and Frog Salvage Reporting**

- 10. Independent of any reporting required under the conditions of any Access Arrangement or Concession; a report is to be submitted in writing to the DOC Operations Manager, Hauraki, by 31 December each year for the life of this Authorisation; summarising outcomes, and mentioning authority number [insert this WAA reference number]. Each report must include:
  - a. the species and number of any animals collected and released;
  - b. the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - c. results of all surveys, monitoring or research.
- 11. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures must be sent to the Herpetofauna Database Administrator, PO Box 10420 Wellington 6143, or via email to [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) (A copy of the ARDS card is included as Attachment 1 to this Authorisation).



## **Pest Control**

12. The Authority Holder must undertake pest control in accordance with the following documents, or any subsequently amended versions thereof:
  - a. In the Coromandel Forest Park: The Wharekirauponga Animal Pest Management Plan dated 24 February 2025 and included in Part H of the application documents;
  - b. Outside the Coromandel Forest Park: The Waihi Area Ecology and Landscape Management Plan dated 3 March 2025 and included in Part H of the application documents;

## **Biosecurity**

13. The Authority Holder must comply with the biosecurity provisions set out in the Wharekirauponga Ecology and Landscape Management Plan and the Waihi Ecology and Landscape Management Plan included in Part H of the application documents, or any subsequently amended versions thereof.



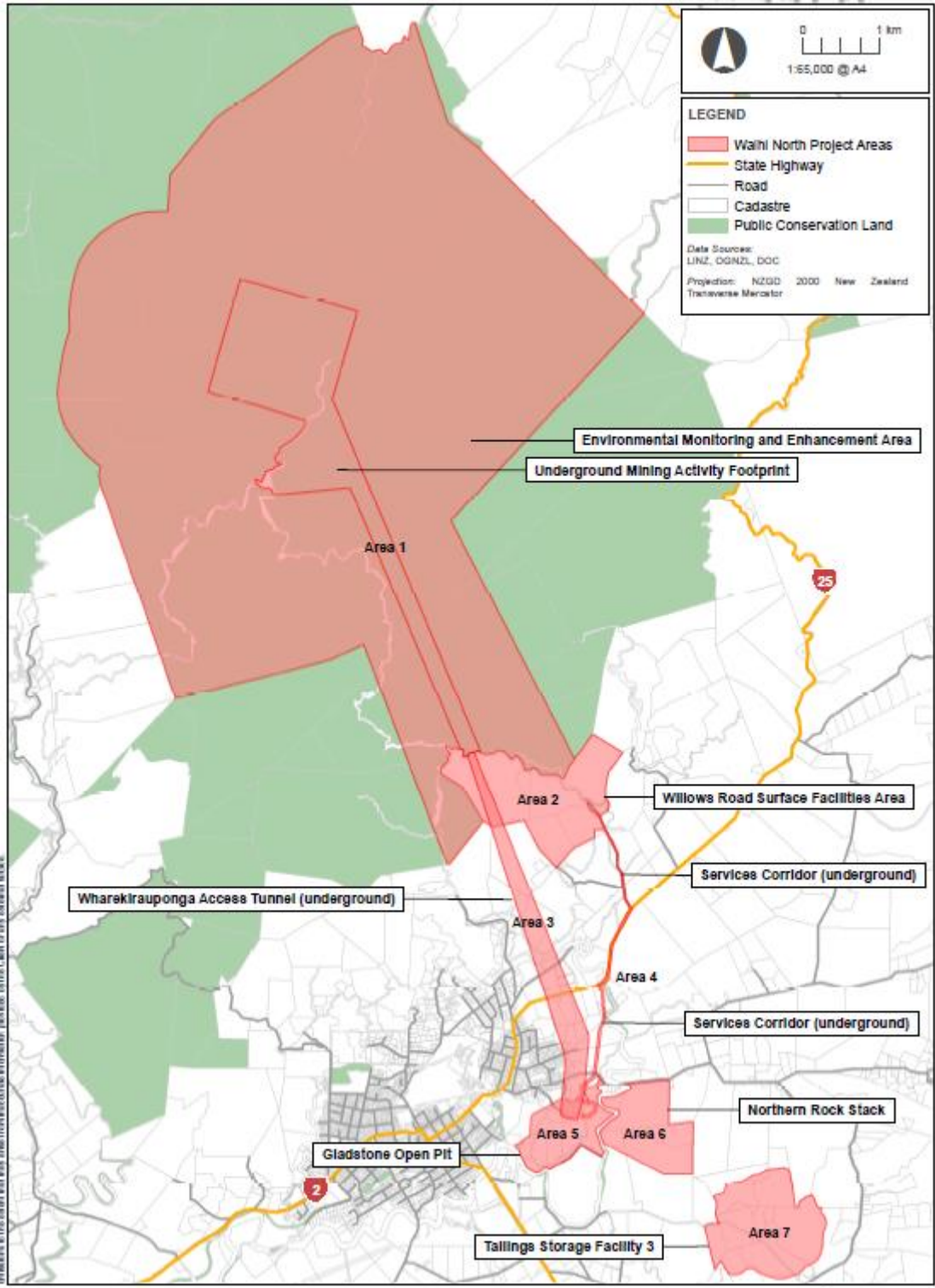
## SCHEDULE 4

Common Name	Scientific Name	NZ Threat Classification
Northern striped gecko	<i>Toropuku inexpectatus</i>	Threatened-Nationally Endangered
Pacific gecko	<i>Dactylocnemis pacificus</i>	Not Threatened
Elegant gecko	<i>Naultinus elegans</i>	At Risk-Declining
Common gecko	<i>Woodworthia maculata</i>	Not threatened
Forest gecko	<i>Mokopirirakau granulatus</i>	At Risk-Declining
Striped skink	<i>Oligosoma striatum</i>	At Risk-Declining
Ornate skink	<i>Oligosoma ornatum</i>	At Risk-Declining
Common skink	<i>Oligosoma polychroma</i>	Not threatened
Copper skink	<i>Oligosoma aeneum</i>	At Risk - Declining
Moko skink	<i>Oligosoma moco</i>	At Risk-Relict
Archey's frog	<i>Leiopelma archeyii</i>	At Risk- Declining
Hochstetter's frog	<i>Leiopelma hochstetteri</i>	At Risk-Declining



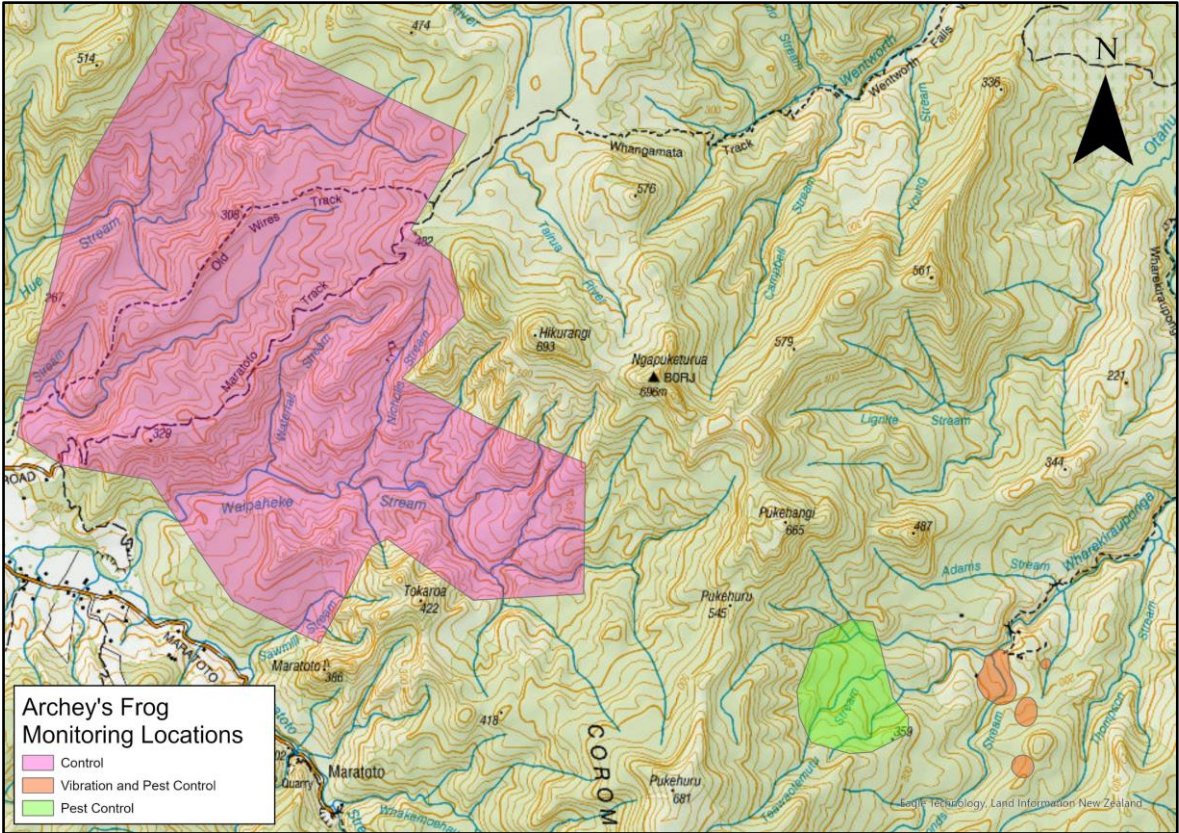
SCHEDULE 5:

Map 1



SCHEDULE 5:

Map 2



# Attachment 1: Amphibian and Reptile Distribution System (ARDS) card

ARDS CARD		<b>NEW ZEALAND AMPHIBIAN/REPTILE DISTRIBUTION SCHEME</b> Herpetofauna Administrator, RD&I, Department of Conservation, P.O. Box 10420, Wellington.				Card No:			
Observer: _____ Initials                      Surname			Date: _____ Alt (m): _____		Locality Name: _____				
Address: _____   Affiliation: _____			GPS                      Easting                      Northing <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> </div>		<div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div>				
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			Area Office: _____		Conservancy: _____		Ecol. District: _____		
Species name	No.	Time	Habitat	Weather	<b>Weather</b>  <b>Light</b> 1 Fine/Sunny 2 Part Cloudy 3 Overcast 4 Showers 5 Rain 6 Night 7 0-½ Moonlit 8 ½-1 Moonlit  <b>Temperature</b> 1 Hot 2 Warm 3 Moderate 4 Cool 5 Cold  <b>Wind</b> 1 Calm 2 Light breeze 3 Mod breeze 4 Gusty 5 Strong winds			<b>Major Habitat Types</b>  1 Beech Forest 2 Podocarp forest 3 Broadleaf forest 4 Exotic forest 5 Scrub 6 Sub-alpine 7 Alpine 8 Undeveloped tussock land 9 Developed farmland 10 River terrace 11 Fresh water	
e.g. <i>Hoplodactylus maculatus</i>	6	18:00	16, D, E	6,2,1					
Voucher specimen(s)                      Yes/No                      Specify:		<b>Micro habitats</b> A Foliage B Trunk C Branches D Under stones E Under wood F Open ground G Crevices H							
Photograph(s)                      Yes/No									
Extra notes on reverse side                      Yes/No									
Notes:									
Identified by: Authority used:									

