

WAIHI NORTH PROJECT - PROPOSED NORTHERN AREA CONCESSION

CONDITIONS

Commented [MD1]: Amendments made throughout in response to DOC comments.

SCHEDULE 1

1.	Land (clause 2)	<p>As marked "Northern Concession Area" on the attached plan or map in Schedule 4 being:</p> <p>Physical Description/Common Name: Part Coromandel State Forest Park</p> <p>Land Status: Conservation Park, held under section 19 of the Conservation Act</p> <p>Area: Wharekirauponga catchment</p> <p>Map Reference: As per map in Schedule 4</p> <p>Coordinates: As provided in Schedule 4</p> <p><i>Note: No works are to occur within the Otahu Dedicated Area and the Parakiwai Geological Area.</i></p>
2.	Concession Activity (clause 2)	<p>Pest control and monitoring</p> <ul style="list-style-type: none">• To be undertaken in accordance with the Wharekirauponga Animal Pest Management Plan <p>Hydrogeology</p> <ul style="list-style-type: none">• Drilling and installation of three new near-stream piezometers.• Groundwater sampling from all piezometers. <p>Surface Water</p> <ul style="list-style-type: none">• Installation and operation of four river flow monitoring stations, and continued use of existing surface water monitoring site• Water quality sampling.• Continued use of a flow tracker for flow gauging. <p>Telemetry</p> <ul style="list-style-type: none">• The installation and maintenance of a telemetry system to transmit environmental data <p>Low impact monitoring activities</p> <ul style="list-style-type: none">• Noise monitoring• Vibration monitoring



		<ul style="list-style-type: none"> Ecological surveys <p>Helicopter use</p> <ul style="list-style-type: none"> The hovering of helicopters delivering equipment associated with the placement, maintenance, use, monitoring and subsequent removal of piezometers, river flow monitoring stations, and a telemetry system.
3.	Term (clause 3)	[30 years from date of approval]
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	[30 years from date of approval]
6.	Concession Fee (clause 4)	<p>Annual Activity Fee: \$[TBC] per annum plus GST</p> <p>Annual Management Fee: \$[TBC] per annum plus GST</p> <p>Monitoring Fee: Standard Departmental charge-out rates for staff time and mileage required to monitor the effects of the concession activity and compliance with concession conditions.</p>
7.	Annual Environmental Monitoring Fee (clause 9)	Not Required
8.	Community Services Contribution (clause 6)	Not Required
9.	Total payment to be made per annum (clause 4)	<p>\$[TBC] per annum plus GST (comprising: Annual Activity Fee (Item 6); and Annual Management Fee (Item 6); Environment Monitoring Contribution (Item 7) and Community Services Contribution (Item 8))</p>

Commented [MD2]: DOC suggested amendments to this section relating to invoice payments and fees. These have not been linked in. The proposed amendments from DOC differ from the processes currently in place on existing OGNZL approvals. As such, OGNZL request that these are discussed further / revisited with DOC.

Commented [MD3]: DOC suggested amendments to this section relating to invoice payments and fees. These have not been linked in. The proposed amendments from DOC differ from the processes currently in place on existing OGNZL approvals. As such, OGNZL request that these are discussed further / revisited with DOC.

10.	Concession Fee Payment Date(s) (clause 4)	Annually Due on or before payment date specified by the Minister in the Minister's invoices.
11.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website.
12.	Concession Review Date(s) (clause 5)	None The Concession review dates shall be every three years during the term of the concession.
13.	Health and Safety (clause 13)	Audited Safety Plan: Not required
14.	Insurance (To be obtained by Concessionaire) (clause 12)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date
15.	Addresses for Notices (clause 24)	The Grantor's Minister's address is: { 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 Postal Address: Department of Conservation Attn: National Transaction Centre PO Box 5244 Dunedin 9054 Phone: (03) 477 0677 Email: transactioncentre@doc.govt.nz



		<p>The Concessionaire's address in New Zealand is:</p> <p>Physical: 22 Maclaggan Street, Dunedin 9016</p> <p>Postal: PO Box 5442 Dunedin 9054</p> <p>Phone: 03 479 2922</p> <p>Email: NZ.Legal@oceanagold.com</p>
16.	Guarantee (clause 29)	Not required
17.	Special Conditions (clause 34)	See Schedule 3
18.	Processing Fee (clause 4)	\$ TBC + GSTAs set out in any invoices.

Note: The clause references are to the **Grantor's Minister's** Standard Terms and Conditions of Licence set out in Schedule 2.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF **PERMIT**LICENCE

1. Interpretation

- 1.1 In this Concession unless the context otherwise requires "Structures" means chattels of any description.
- 1.2 Where the **Grantor's Minister's** consent or approval is expressly required under a provision of this Concession, the Concessionaire must seek the consent or approval of the **Grantor Minister** for each separate occasion it is required notwithstanding that the **Grantor Minister** has granted consent or approval for a like purpose on a prior occasion.
- 1.3 The Concessionaire 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 Concessionaire is liable under this Concession for any breach of the terms of the Concession 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 Concessionaire.



- 1.4 Where this Concession requires the ~~Grantor Minister~~ to exercise a discretion or give any approval or provides for any other actions by the ~~Grantor Minister~~, then the ~~Grantor Minister~~ must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.
- 1.5 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and clause 24 is to apply.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.
- 2.2 The Concessionaire must exercise reasonable skill, care and diligence in carrying out the Concession Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.
- 2.3 The Concessionaire must provide the ~~Grantor Minister~~ with evidence of the competency and qualifications of its employees and contractors if the ~~Grantor Minister~~ so requests.
- 2.4 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the ~~Grantor Minister~~, as if it were a notice to be given under this Concession.

3. How long is the Concession for - the Term?

- 3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.

4. What are the fees and when are they to be paid?

- 4.1 The Concessionaire must pay the Processing Fee (Item 18 of Schedule 1) to the ~~Grantor Minister~~ in the manner directed by the ~~Grantor Minister~~. The concession may be cancelled if the relevant fees are not paid upon invoice.
- 4.2 The Concessionaire must pay to the ~~Grantor Minister~~ in the manner directed by the ~~Grantor Minister~~ the Concession Fee and any other payment comprised in the Total Payment specified in Item 9 of Schedule 1 in the instalments and on the Concession Fee Payment Date specified in Items 10 of Schedule 1.
- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date, then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 11 of Schedule 1.



5. When can the fee be reviewed?

- 5.1 The Grantor Minister is to review the Concession Fee on the Concession Fee Review Dates in the following manner:
- (a) The Grantor Minister must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire.
 - (b) Subject to clause 5.1(e) the notice must specify the Concession Fee which the Grantor Minister considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) If, within 28 days of receipt of the Grantor's Minister's notice, the Concessionaire gives notice to the Grantor Minister that the Concessionaire disputes the proposed new Concession Fee, the new Concession Fee is to be determined in accordance with clause 5.2(a) or (b).
 - (d) If the Concessionaire does not give notice to the Grantor Minister under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's Minister's notice.
 - (e) Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
 - (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's Minister's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor Minister or by the Concessionaire, whichever is applicable.
- 5.2 Immediately after the Concessionaire gives notice to the Grantor Minister under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:
- (a) By one party giving notice to the other requiring the new Concession Fee to be determined by the Disputes clause (clause 22) or, if the parties agree,
 - (b) By registered valuers acting as experts and not as arbitrators as follows:

- (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
- (ii) If the party receiving a notice does not appoint a valuer within the 14-day period, the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.
- (iii) Before commencing their determination, the respective valuers must appoint an umpire who need not be a registered valuer.
- (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
- (v) In determining the Concession Fee, the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Land.
- (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
- (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
- (d)
 - (i) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and

- (ii) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
- (iii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.

6. Are there any other charges?

- 6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity.
- 6.2 The ~~Grantor Minister~~ is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 6.3 Where the ~~Grantor Minister~~ has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the ~~Grantor Minister~~ pay such sum to the ~~Grantor Minister~~ within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 11 of Schedule 1.
- 6.4 Where the ~~Grantor Minister~~ or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the ~~Grantor Minister~~ the amount specified in Item 8 of Schedule 1 as part of the Total Payment specified in Item 9 of Schedule 1 on the Concession Fee Payment Dates specified in Item 10 of Schedule 1.

7. When can the Concession be assigned?

- 7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the ~~Grantor Minister~~.
- 7.2 The ~~Grantor Minister~~ may in the ~~Grantor's Minister's~~ discretion decline any application for consent under clause 7.1.

- 7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the GrantorMinister, in the Grantor's Minister's discretion, decides otherwise.
- 7.4 If the GrantorMinister gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 7.5 The Concessionaire must pay the costs reasonably incurred by the GrantorMinister incidental to any application for consent, whether or not such consent is granted.
- 7.6 If the Concessionaire is not a publicly listed company then any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the GrantorMinister.

8. What are the obligations to protect the environment?

- 8.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land unless as otherwise provided for by any approvals held by the Concessionaire in relation to the Waihi North Project; or light any fire on the Land without the prior consent of the GrantorMinister.
- 8.2 The Concessionaire must at its cost keep the Land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
- 8.3 If directed by the GrantorMinister, the Concessionaire must take all steps necessary to control, or, at the Grantor's Minister's option, contribute to the cost of controlling any pest, insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if directed by the GrantorMinister, engage a pest exterminator approved by the GrantorMinister.
- 8.4 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if directed by the GrantorMinister and for the disposal of all refuse material and is to comply with the reasonable directions of the GrantorMinister in regard to these matters.
- 8.5 The Concessionaire must keep all Structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the GrantorMinister the Concessionaire must paint all Structures and facilities in colours approved by the Grantor Minister and with paints of a type approved by the GrantorMinister.
- 8.6 If, during the Term, the Concessionaire removes a Structure or facility from the Land the Concessionaire must, unless the GrantorMinister directs otherwise, repair and make good

at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy condition.

8.7 The Concessionaire must ensure that it adheres to the international “Leave No Trace” Principles at all times (www.leavenotrace.org.nz).

8.8 The Concessionaire must not bury:

- (a) Any toilet waste within 50 metres of a water source on 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.

9. What about Environmental Monitoring?

9.1 The Concessionaire must, during the Term, if the ~~Grantor~~ Minister so directs, design in consultation with the ~~Grantor~~ Minister and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

9.2 If the ~~Grantor~~ Minister does not issue a direction under clause 9.1 the Concessionaire must, during the Term, pay to the ~~Grantor~~ Minister the annual Environmental Monitoring Fee specified in Item 7 of Schedule 1 to enable the ~~Grantor~~ Minister to design and undertake a programme to monitor the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

10. When can new Structures be erected, or land alterations occur?

10.1 The Concessionaire must not erect, alter or bring on to the Land any Structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the ~~Grantor~~ Minister.

10.2 In giving approval under clause 10.1 the ~~Grantor~~ Minister may, in the ~~Grantor's~~ Minister's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the ~~Grantor~~ Minister considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.

10.3 The Concessionaire must pay to the ~~Grantor~~ Minister all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.

10.4 The Concessionaire must, upon request by the ~~Grantor~~ Minister, submit written engineering or building plans and details to the ~~Grantor~~ Minister for approval before:



- (a) erecting new Structure or altering any Structure on the Land
- (b) altering the Land in any way.

11. What about advertising?

- 11.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior approval of the ~~Grantor~~Minister. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.
- 11.2 If directed by the ~~Grantor~~Minister, the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the ~~Grantor~~ Minister on land administered by the Department.
- 11.3 If directed by the ~~Grantor~~Minister, the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.
- 11.4 The Concessionaire is encouraged to obtain information from and have regard to the views of tangata whenua.

12. What are the liabilities and who insures?

- 12.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the ~~Grantor~~Minister and the ~~Grantor's Minister'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 in or about the Land.
- 12.2 The Concessionaire must indemnify the ~~Grantor~~Minister against all claims, actions, losses and expenses of any nature which the ~~Grantor~~Minister may suffer or incur or for which the ~~Grantor~~Minister may become liable arising from the Concessionaire's performance of the Concession Activity.
- 12.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 12.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the ~~Grantor~~Minister, or any contractor or supplier to the ~~Grantor~~Minister, or any employee or agent of the ~~Grantor~~Minister.

- 12.5 Despite anything else in clause 12 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 12.6 The ~~Grantor~~Minister is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity, or to any structures, equipment or facilities on the Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 12.7, such damage or interference is caused by any wilful act or omission of the ~~Grantor~~Minister, the ~~Grantor's~~Minister's employees, agents or contractors.
- 12.7 Where the ~~Grantor~~Minister is found to be liable in accordance with clause 12.6, the total extent of the ~~Grantor's~~Minister's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 12.8 Despite anything else in clause 12 the ~~Grantor~~Minister is not liable for any indirect or consequential damage or loss howsoever caused.
- 12.9 Without prejudice to or in any way limiting its liability under this clause 12 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 15 of Schedule 1 with a substantial and reputable insurer.
- 12.10 After every three-year period of the Term the ~~Grantor~~Minister may, on giving 10 working days' notice to the Concessionaire, alter the amounts of insurance required under clause 12.9. On receiving such notice, the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 12.11 The Concessionaire must provide to the ~~Grantor~~Minister within 5 working days of the ~~Grantor~~Minister so requesting:
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies.

13. What about Health and Safety?

- 13.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 13 of Schedule 1), and with any safety directions of the ~~Grantor~~Minister.

- 13.2 Before commencing the Concession Activity, the Concessionaire must, where the Concessionaire has *Qualmark* or *Outdoorsmark* certification, provide the ~~Grantor~~Minister with a copy of that certification.
- 13.3 If the Concessionaire does not hold *Qualmark* or *Outdoorsmark* certification then before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1:
- (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the ~~Grantor~~Minister; and forward to the ~~Grantor~~Minister a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) the Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the ~~Grantor~~Minister within 5 working days of the certificate being issued.
- 13.4 Receipt of the safety plan/auditor certificate by the ~~Grantor~~Minister is not in any way to limit the obligations of the Concessionaire under clause 13 and is not to be construed as implying any responsibility or liability on the part of the ~~Grantor~~Ministe.
- 13.5 The Concessionaire must:
- (a) notify the ~~Grantor~~Minister of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
 - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
 - (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
 - (d) record and report to the ~~Grantor~~Minister all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
 - (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 13;

- (f) be satisfied that facilities or equipment provided by the ~~Grantor~~ Minister to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
- (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

14. What are the compliance obligations of the Concessionaire?

14.1 The Concessionaire must comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987, or any general policy statement made under the Conservation Act 1987, or Wildlife Act 1953, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
- (b) with the Conservation Act 1987, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the “Legislation”) affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953; and
- (c) with all notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity; and
- (d) with all Department signs and notices placed on or affecting the Land; and
- (e) with all reasonable notices and directions of the ~~Grantor~~ Minister concerning the Concession Activity on the Land.

14.2 The Concessionaire must comply with this Concession.

14.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 14.1.(a) is deemed to be a breach of this Concession.

14.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

15. What are the Grantor's Minister's rights to remedy defaults?

- 15.1 The Grantor Minister may elect to remedy at any time, after giving notice, if practicable, any default by the Concessionaire under this Concession. Before electing to so remedy in accordance with this clause, the Grantor Minister must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.
- 15.2 The Concessionaire must pay to the Grantor Minister forthwith on demand all reasonable costs and expenses incurred by the Grantor Minister, including legal costs and expenses as between solicitor and client, in remedying such default. The Concessionaire is to pay interest on such costs and expenses if payment is not made within 14 days of the Grantor's Minister's demand from the date of the demand until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

16. When can the Concession be suspended?

- 16.1 If, in the Grantor's Minister's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor Minister may suspend this Concession.
- 16.2 If, in the Grantor's Minister's opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor Minister considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor Minister, then the Grantor Minister may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's Minister's satisfaction.
- 16.3 The Grantor Minister may suspend the Concession for such period as the Grantor Minister determines where the Concessionaire has breached any terms of this Concession.
- 16.4 The Grantor Minister may suspend this Concession while the Grantor Minister investigates any of the circumstances contemplated in clauses 16.1 and 16.2 and also while the Grantor Minister investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 16.5 The word "investigates" in clause 16.4 includes the laying of charges and awaiting the decision of the Court.

- 16.6 During any period of temporary suspension arising under clauses 16.1 or 16.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 16.7 The ~~Grantor~~ Minister is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 16 including loss of profits.

17. When can the Concession be terminated?

- 17.1 The ~~Grantor~~ Minister may terminate this Concession either in whole or in part:
- (a) By 14 days' notice to the Concessionaire if the Concession Fee or any other money payable to the ~~Grantor~~ Minister under this Concession is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b) By 14 days' notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the ~~Grantor~~ Minister if;
 - (i) The Concessionaire breaches any terms of this Concession and in the ~~Grantor's~~ Minister's sole opinion the breach is able to be rectified; and
 - (ii) The ~~Grantor~~ Minister has notified the Concessionaire of the breach; and
 - (iii) The Concessionaire does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the ~~Grantor~~ Minister; or
 - (c) By notice in writing to the Concessionaire where the Concessionaire breaches any terms of this Concession and in the sole opinion of the ~~Grantor~~ Minister the breach is not capable of being rectified; or
 - (d) Immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 12.9 and 13; or
 - (e) By notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the ~~Grantor~~ Minister, the conduct of the Concession Activity is manifestly inadequate; or
 - (f) By notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the ~~Grantor's~~ Minister's sole opinion affects or relates to the Concession Activity; or

- (g) By notice in writing to the Concessionaire if the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
- (h) Immediately if there is, in the opinion of the ~~Grantor~~Minister, a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire.

17.2 The ~~Grantor~~Minister may exercise its power to terminate under 17.1(h) without giving notice.

17.3 The ~~Grantor~~Minister may exercise the ~~Grantor's Minister's~~ right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the ~~Grantor~~Minister or any indulgence granted by the ~~Grantor~~Minister for any matter or default.

17.4 Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

18. What happens on termination or expiry of the Concession?

18.1 On expiry or termination of this Concession, either as to all or part of the Land, the Concessionaire is not entitled to compensation for any Structures or other improvements placed or carried out by the Concessionaire on the Land.

18.2 The Concessionaire may, with the ~~Grantor's Minister's~~ written consent, remove any specified Structures and other improvements on the Land. Removal under this clause must occur within the time specified by the ~~Grantor~~Minister and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition.

18.3 The Concessionaire must, if the ~~Grantor~~Minister gives written notice, remove any specified Structures and other improvements on the Land. Removal under this clause must occur within the time specified by the ~~Grantor~~Minister and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the



Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Land then the **Grantor-Minister** cannot require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement cannot be required until the expiry or termination of the new concession.

19. When is the **Grantor's Minister's consent required?**

- 19.1 Where the **Grantor's Minister's** consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the **Grantor-Minister** may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the **Grantor-Minister** considers appropriate.

20. Are there limitations on public access and closure?

- 20.1 The Concessionaire acknowledges that the Land is open to the public for access and that the **Grantor-Minister** may close public access during periods of high fire hazard or for reasons of public safety or emergency.

21. What about other concessions?

- 21.1 Nothing expressed or implied in this Concession is to be construed as preventing the **Grantor Minister** from granting other concessions, whether similar or not, to other persons provided that the **Grantor-Minister** must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.

22. How will disputes be resolved?

- 22.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 22.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 22.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law

Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

- 22.4 The arbitrator must include in the arbitration award reasons for the determination.
- 22.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

23. What about prosecution for offences?

- 23.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Resource Management Act 1991, the Conservation Act 1987, or any of the Acts listed in the First Schedule to that Act:
- (a) no waiver or failure to act by the Grantor-Minister under this Concession is to preclude the Grantor-Minister from prosecuting the Concessionaire; and
 - (b) no failure by the Grantor-Minister to prosecute the Concessionaire is to preclude the Grantor-Minister from exercising the Grantor's Minister's remedies under this Concession; and
 - (c) any action of the Grantor-Minister in prosecuting the Concessionaire is not to preclude the Grantor-Minister from exercising the Grantor's Minister's remedies under this Concession.

24. How are notices sent and when are they received?

- 24.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre-paid post or email to the receiving party at the address, or email address specified in Item 16 of Schedule 1. 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.
- 24.2 If any party's details specified in Item 16 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

25. What is the scope of the Concession?

- 25.1 Except as provided by legislation, this Concession and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Concession and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Concession.

26. Can provisions be severed?

- 26.1 Any illegality, or invalidity or unenforceability of any provision in this Concession is not to affect the legality, validity or enforceability of any other provisions.

27. What about the payment of costs?

- 27.1 The Concessionaire must pay the ~~Grantor's Minister's~~ legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.
- 27.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the ~~Grantor Minister~~) arising out of and associated with steps taken by the ~~Grantor Minister~~ to enforce or attempt to enforce the ~~Grantor's Minister's~~ rights and powers under this Concession including the right to recover outstanding money owed to the ~~Grantor Minister~~.

28. What is the relationship of parties?

- 28.1 Nothing expressed or implied in this Concession is to be construed as:
- (a) Constituting the parties as partners or joint venturers;
 - (b) Conferring on the Concessionaire any right of exclusive occupation or use of the Land;
 - (c) Granting any exclusive estate or interest in the Land to the Concessionaire;
 - (d) Affecting the rights of the ~~Grantor Minister~~ and the public to have access across the Land.

29. What about a Guarantee?

- 29.1 Where the ~~Grantor Minister~~ has in Item 17 of Schedule 1 required this Concession to be guaranteed by a third party the following clauses are to apply.
- 29.2 In consideration of the ~~Grantor Minister~~ entering into this Concession at the Guarantor's request the Guarantor:

- (a) Guarantees payment of the Concession Fee and the performance by the Concessionaire of the covenants in this Concession; and
- (b) Indemnifies the ~~Grantor~~ Minister against any loss the ~~Grantor~~ Minister might suffer should the Concession be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.

29.3 The Guarantor covenants with the ~~Grantor~~ Minister that:

- (a) No release, delay, or other indulgence given by the ~~Grantor~~ Minister to the Concessionaire, to the Concessionaire's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
- (b) As between the Guarantor and ~~Grantor~~ Minister the Guarantor may, for all purposes, be treated as the Concessionaire and the ~~Grantor~~ Minister is under no obligation to take proceedings against the Concessionaire before taking proceedings against the Guarantor;
- (c) The guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Concession Fee;
- (d) Any assignment of this Concession and any Concession Fee Review in accordance with this Concession are not to release the Guarantor from liability;
- (e) Should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

30. What about Co-Siting?

- 30.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 30.2 The Concessionaire must not allow Co-Siting on the Land without the prior written consent of the ~~Grantor~~ Minister.
- 30.3 The ~~Grantor's~~ Minister's consent must not be unreasonably withheld but is at the ~~Grantor's~~ Minister's sole discretion and subject to such reasonable terms and conditions as the ~~Grantor~~ Minister thinks fit including a requirement that the Co-Sitee be liable for direct payment to the ~~Grantor~~ Minister of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Land.

- 30.4 In addition, the Grantor Minister must withhold consent if:
- (a) The Co-Siting would result in a substantial change to the Concession Activity on the Land; or
 - (b) The Grantor Minister considers the change to be detrimental to the environment of the Land.
- 30.5 Subject to clause 30.4 the Concessionaire must, if required by the Grantor Minister, allow Co-Siting on the Land.
- 30.6 Where the Concessionaire maintains that Co-Siting by a third party on the Land would:
- (a) Detrimently interfere physically or technically with the use by the Concessionaire of the Land; or
 - (b) Materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) Obstruct or impair the Concessionaire's ability effectively to operate from the Land; or
 - (d) Interfere with or prevent future forecast works of the Concessionaire,
- The Grantor Minister, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor Minister confirming or rejecting the presence of the matters specified in this clause 30.6. The Grantor Minister must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 30.6.
- 30.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.
- 30.8 Where the Concessionaire is required under clause 30.5 to allow Co-Siting on the Land, the Concessionaire is, subject to clause 30.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor Minister having regard to, but not limited to, the following matters:
- (a) Any written comments or submissions of the Concessionaire and third party;

- (b) Market value for the concession activity proposed by the third-party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
 - (c) Any other matters the Grantor Minister considers relevant.
- 30.9 If the Concessionaire does not accept the Grantor's Minister's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.
- 30.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate concession with the Grantor Minister in terms of which the Co-Sitee may be required to pay to the Grantor Minister a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.
- 30.11 The Grantor Minister must not authorise the third party to commence work on the Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

31. What about Identification cards and the Grantor's Minister's Approved Label?

- 31.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor Minister in Item 14 of Schedule 1, obtain Concessionaire Identification cards from the Grantor Minister. The Grantor Minister is to supply such cards to the Concessionaire on a cost recovery basis.
- 31.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.
- 31.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.
- 31.4 The Concessionaire may also access, use and/ or display the Grantor's Minister's "Approved Label". This right only exists once the Concessionaire agrees to comply with the Grantor's Minister's Approved Label terms and conditions and while the Concession remains operative. When the Concessionaire so requests the Grantor Minister is to forward the Concessionaire an electronic link to the Approved Label. This electronic link is to contain the Approved Label terms and conditions.
- 31.5 The right under this clause 31.4 does not affect the obligation in this clause 31 to carry and display a Concession Identification card.



32. Which clauses survive termination?

- 32.1 Clauses 12 and 24 survive the termination of this Concession.

33. When can the conditions of the Concession be varied?

- 33.1 The ~~Grantor~~ Minister may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary any condition of this Concession to make the condition more effective in addressing adverse effects resulting from the Concession Activity.
- 33.2 Nothing in clause 33.1 otherwise affects the ~~Grantor's~~ Minister's rights to vary the Concession under section 17ZC of the Conservation Act 1987.

34. Are there any Special Conditions?

- 34.1 Special conditions are specified in Schedule 3.

35. The Law

- 35.1 This Concession is to be governed by and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3

Special Conditions

General

- 1 The Concessionaire must conduct the Activity in accordance with the application dated [dd/mm/yyyy].

Management Plan Conditions

- 2—All Activities authorised by this Concession must be undertaken in accordance with the following management plan included in Part II of the application documents, or any amended versions that may be made under Condition 3:
 - a.—Ecology and Landscape Management Plan—Wharekurauponga Underground Mine;
 - b.—Wharekurauponga Animal Pest Management Plan;
 - c.—Coromandel Forest Park Kauri Dieback Management Plan;
- 3—The Concessionaire may make amendments to any of the management plans referred to in Condition 2 at any time, provided that:
 - a.—The Concessionaire must invite the Manager to participate in a collaborative workshop with the Concessionaire to discuss the proposed amendments;
 - b.—If the Manager agrees to participate in a workshop:
 - i.—The Concessionaire must provide a copy of the amended management plan to the Manager at least 15 working days before the workshop;
 - ii.—The Concessionaire must circulate a record of the workshop discussions to the Manager within 5 days of the completion of the workshop; and
 - iii.—The Manager must be given an opportunity to provide written feedback to the Concessionaire on the management plan amendments within 15 working days of the completion of the workshop;
 - c.—If the Manager declines the opportunity to participate in a collaborative workshop, the Concessionaire must provide a copy of the amended management plan to the Manager, and give the Manager 15 working days to provide written feedback to the Concessionaire on the proposed amendments;
 - d.—If the Manager has not, within 15 Working Days of receipt of the amendment, advised the Concessionaire that Condition 3e applies, any Works associated with the amendment may proceed and the Management Plan will be deemed to be certified;
 - e.—Except where Condition 3b applies, until an amendment is approved any work must be conducted in accordance with the existing Management Plan;

Exclusions Conditions



42 The Concessionaire will not undertake the following activities on the land:

- (a) Undertake any helicopter, drilling, and installation activities 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);
- (b) Disturb or hinder public use, access or enjoyment of the Land otherwise unaffected by the authorised Activities under this Concession;
- (c) Use permanent paint on vegetation or rock for marking purposes;
- (d) Construct any new tracks involving vegetation clearance without prior approval:-

- (e) Establish any drill sites within 10 m of a natural inland wetland, except for those sites which are established to install wetland monitoring piezometers; and
- (e)(f) Undertake any activity that requires ground disturbance within 200 m of recorded araeological site T12/1262 (Pā site).

Location of ~~Portable Drift Rig Site~~ Portable Rig Sites

53 At least 20 working days prior to clearing vegetation or undertaking drilling or construction activities at any of the ~~P~~ortable ~~drift-Rig S~~ites listed pursuant to Schedule 4, the Concessionaire must:

~~a. Consider the site location(s) from the list provided in Schedule 4 by applying the requirements of the Waihi North Project Site Selection Protocol, annexed as Attachment 1 to this Concession; and~~

a. Undertake ecological surveying in accordance with Conditions 5 – 13 at any of the sites listed pursuant to Schedule 4;

b. For those sites which the surveying required by Condition 5 determines to be suitable for Portable Rig Site locations, apply the requirements of the Waihi North Project Site Selection Protocol, annexed as Attachment 1 to this Access Arrangement; and

~~b-c.~~ Prepare a Siting Report which provides:

- i. The results of the site assessment undertaken in accordance with the *Waihi North Project Site Selection Protocol*;
- ii. The locations of the selected sites; and
- iii. The expected duration of construction and operations at each site; and
- iv. Submit the Siting Report to the Manager for certification that the Waihi North Project Site Selection Protocol has been appropriately applied.



~~iv-v.~~ At least 10 working days prior to drilling at any portable rig sites, the Concessionaire must provide the Manager with notice of the GPS information and/or NZTM co-ordinates of the location.

Advice Note: The Siting Report will be prepared in conjunction with the Siting Report prepared in accordance with the resource consent requirements applying to the 'Waihi North Project – Conditions for the Hauraki District Council Land Use Consents'.

Vegetation Clearance and Site Disturbance Associated with Portable Drill Rig Sites

~~64~~ Vegetation clearance and disturbance at each ~~portable drill rig site~~ **Portable Drill Rig Site** must not exceed 32 m² and must limit ground disturbance and vegetation clearance only to that necessary to accommodate the required equipment.

*—Advice Note: Vegetation clearance associated with ~~portable drill rig site~~ **Portable Rig Sites** does not require tree clearance but will comprise the clearance of any canopy material required to lower equipment into the site via helicopter, and the movement of any groundcover, wood debris, and forest duff within the identified area.*

~~5~~ Prior to undertaking vegetation removal at any proposed Portable Rig 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 18 m X 13 m plot(s) centred on the approximately 8 m X 3 m site(s) in accordance with Condition 8.

~~7~~ Prior to undertaking vegetation removal at any portable drill rig site, the Concessionaire 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.

~~66~~ The purpose of the survey(s) undertaken under Condition ~~57~~ 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.

~~97~~ Surveys undertaken under Condition ~~57~~ will be undertaken once at night for frogs and once at night and once at day for lizards, during climatic conditions that maximise the chance of native frog emergence (warm – at least 12 degrees C, after rain – i.e. ground and understory vegetation must be wet or moist, and little or no wind) and lizards (at least 12 degrees C and fine weather).

~~108~~ If surveys required under condition ~~57~~ are undertaken during the Archey's frog breeding season (October to February inclusive) when male frogs are not emerging and are thus undetectable and highly vulnerable to disturbance (as are eggs / froglets) and if four or less 'At Risk' or 'Threatened' frogs are found, the site must be fenced (as per the fencing required by

Conditions ~~911~~ and ~~6949~~) and the site resurveyed for an additional night (under environmental conditions outlined in Condition 9) outside of the breeding season (March to September inclusive) as per the methodology and climatic conditions detailed in Condition 9 to confirm the minimum number of native frogs present. If five or more 'At Risk' or 'Threatened' frogs are found, then Condition ~~1012~~ applies. If survey(s) are undertaken outside of the breeding season (March to September inclusive) as per the methodology and climatic conditions detailed in Condition 9 and if four or less 'At Risk' or 'Threatened' frogs are found, then Conditions ~~113~~ - ~~1416~~ apply. Best practice survey methods will be employed by the suitably qualified ecologist(s).

~~119~~ The Concessionaire will erect an exclusion fence within 5 days after the frog survey. Exclusion fences will be regularly inspected and maintained. If an exclusion fence cannot be erected within 5 days of a survey, then the site will be resurveyed for an additional night (under environmental conditions outlined in Condition ~~79~~). Once constructed, the integrity of fences will be maintained at all times and a final fence inspection will be completed by the Concessionaire no earlier than 2 days before works commence. If the integrity of the fence is not continuously maintained, the fence will be repaired, and the site will be resurveyed for frogs for an additional night (as outlined in Condition ~~79~~). Sites with fences in place for more than 6 months will also be resurveyed for frogs for an additional night (under environmental conditions outlined in Condition ~~79~~) to remove any doubt that frogs have accessed the site during this period. If any resurvey occurs when climatic conditions do not maximise the chance for native frog emergence, the Concessionaire will seek advice from the Manager on how to proceed, this may include delaying works until surveys can be completed in suitable conditions. Fenced sites with rigs on them are exempt from the 6 month re-survey requirement.

~~1210~~ If five or more 'At Risk' or 'Threatened' frogs or lizards are found during any ecological survey(s), or one or more northern striped gecko (Toropuku "Coromandel") is found during any ecological survey(s), then the Concessionaire shall determine if there is an alternative ~~18~~ m X ~~13~~ m area within the ecological survey area(s) that is suitable for use as a drill site (i.e. a ~~18~~ m X ~~13~~ m area where four or less frogs, lizards, or northern striped gecko have been found, and where the boundaries of that ~~18~~ m X ~~13~~ m area have applied a 3 m buffer from any frog, lizard, or northern striped gecko that has been found within the ecological survey area(s)). If no such alternative ~~18~~ m X ~~13~~ m area is available, an alternative site ~~should will~~ be selected.

~~1311~~ If four or less 'At Risk' or 'Threatened' frogs are found during any ecological survey(s), the Concessionaire will mark and record each location with biodegradable flagging tape and GPS to give an error of no more than + 20 m.

~~12~~ The Concessionaire will impose a minimum buffer of 3 m around any 'At Risk' or 'Threatened' frog found during the ecological survey(s) and select ~~Portable Rig~~ ~~drill~~ ~~Site~~ ~~S~~ite(s) accordingly.



~~14~~13 The Permit holder will not reduce the connectivity of the habitat at the location where any 'At Risk' or 'Threatened' frog(s) are found with adjacent undisturbed habitat by more than 25%.

~~15~~14 Within 20 working days of the ecological survey(s) being undertaken, the Concessionaire will provide the Manager with written report(s) that include:

- a. The findings of the full ecological survey(s) required by Condition ~~7~~9, including the GPS information and / or NZTM coordinates of any Archey's frog (*Leiopelma archeyi*) and/or Hochstetter's frog (*Leiopelma hochstetteri*), and / or Coromandel striped gecko (*Toropuku "Coromandel"*) found; and
- b. A description of systematic search methods used, survey timing (date and time of day) and effort (number of person hours/site and site area in ha), the number of frogs and lizards observed and all biometric data collected (SVL, weight, habitat used etc), weather conditions prior to and at time of survey (at a minimum; mm of rain in the previous 24 hours, mm of rain during time of survey, air temperature, moisture on ground and vegetation (wet, damp or dry) and relative humidity) and a discussion of the results and any limitations to the data.
- c. The details of the species and individuals found and the NZTM coordinates of the ecological survey site(s) in any situation where 10 or more 'At Risk' or 'Threatened' lizards are found during any ecological survey(s) required by Condition 9 and / or found at any drill site.

Advice Note: The written report prepared in accordance with Condition 14 can be prepared in conjunction with a Siting Report prepared in accordance with Condition 3.

~~16~~ Vegetation removed at a portable drill rig site must be managed and remediated in accordance with the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine.

~~15~~ Boardwalks must be laid down around all portable drill rig sites to minimise trampling effects.

Management of 'At Risk' and/or 'Threatened' Herpetofauna during vegetation clearance Associated with ~~Portable Drill Rig Site~~ Portable Rig Sites

~~17~~ 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 - Wharekirauponga Underground Mine.

~~16~~ Except as required by Condition 12, 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 and moved to a pre-prepared pest controlled area. The Permit holder will conduct careful searching of the forest floor and all available habitats, removing forest duff sequentially; during nocturnal searches, any moved materials will be carefully replaced after ensuring frogs are not present.
- 17 If one or more northern striped gecko (Toropuku “Coromandel”) or five or more ‘At Risk’ or ‘Threatened’ frogs or lizards are found immediately prior to, or during vegetation clearance then all exploration operations at the Portable Rig Site(s) will immediately cease and alternative site(s) may be selected.
- 18 If four or less ‘At Risk’ or ‘Threatened’ frogs or lizards are found on the proposed Portable Rig Site(s) immediately prior to, or during vegetation clearance then they will be salvaged and moved to native fauna release site as assessed by the onsite herpetologist.
- 19 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.
- 20 The Permit holder shall ensure that any captured lizards and frogs are translocated to the native fauna release site within 12 hours of capture.
- 21 The Permit holder shall ensure that a native fauna release site will be located outside of the 2 mm/s vibration footprint and within the Wharekirauponga Animal Pest Management Area.
- 22 The Permit holder must release frogs 3 m apart from each other.
- 23 The Permit holder shall ensure the native fauna release site will encompass a 5 ha area surrounded by an electrified wire offset from a low height fence (1100 cm high) to deter goats and exclude pigs. The placement of the electrified wire will prevent frogs being electrocuted.
- 24 The Permit holder will ensure that within the 5 ha native fauna release site, six soft release pens, constructed with materials similar to Animex Wildlife Fencing (AMX-T40 – Temporary Fencing), will be established. These pens will be 0.04 ha in size. The native fauna release site will be set up in advance of any site clearance.
- 25 The Permit holder shall ensure that the resident frog population at the native fauna release site has a surveyed density of between 5 and 10 frogs / 100 m² (i.e. 20-40 frogs in 400m² plot), based on surveys carried out over a minimum of 5 nights to maximise detection and recaptures. Frog population surveys will be carried out at the proposed native fauna release site between September – November 2025 (weather conditions permitting), and reported in the Annual Native Frog Salvage Release Report.
- 26 The Permit holder shall undertake Baseline (pre-release) surveys to document the resident frog population and confirm that the proposed native fauna release site design/layout is



suitable (i.e. habitat is suitable for Archey's frogs throughout the entire 5 ha site, pen design, locations and materials are suitable etc).

27 The Permit holder shall ensure that frogs salvaged from sites will be released into a single soft release pen (up to 30 frogs, after which additional frogs will be released into a secondary soft release pen.

28 The Permit holder will only remove soft release pens when the population size has reached 80 frogs per 400m² plot, (i.e., 20 frogs/100m²), or after 5 years – whichever is first.

29 The Permit holder shall record the findings at each clearance site including the number and biometric data (snout vent length) of any lizard translocated; the release pen that they were released into; a clear dorsal photograph for photographic identification; and all survey details (climatic conditions, time and date, and search effort).

30 The Permit holder must transport frogs individually and on foot to the release site, in hard sided containers with breathing holes and leaf litter / moss. Frogs will also be transported with larger organic material from their point of capture. Ponga logs will also be taken to the native fauna release site to provide additional habitat elements.

31 To release a frog, the Permit holder must carefully scoop up each individual from its transport container with gloved hands and placed next to the leaf litter and refugia salvaged from its point of capture. Care will be taken to ensure that the refugia is orientated in such a way that the frog can find immediate cover.

Advice note: The native fauna release site prepared in accordance with Conditions 20 – 27 may be the same as the native fauna release site prepared for the Wharekirauponga Access Arrangement.

32 A suitably qualified and experienced herpetologist will prepare an annual report, delivered by 30 June each year (Annual Native Frog Salvage Release Report) including the following items:

- a. A summary of sites that have been cleared and any associated frog salvages (including unique ID, capture details, morphometrics, identification photographs, location of capture and release pen number) in the previous 12 months;
- b. A description of any other actions described in the Native Frog Salvage Release Plan completed in the previous twelve months;
- c. Release site monitoring results for frog population monitoring and pest control monitoring, including any pest incursions and how these were managed;

d. ~~Where aspects of the Native Frog Salvage Release Plan have not been implemented, the reasons why, and the measures that have been taken to address this;~~

e. ~~An assessment of the effectiveness of the actions taken to implement the Native Frog Salvage Release Plan in achieving its objective. Where the report identifies that the objective has not been met, the Report must include:~~

i. ~~The reasons why the objective has not been achieved;~~

ii. ~~Specific measures that have already been implemented, or are required to be implemented to meet the objective; and~~

~~f. Details of any amendments needed to the Native Frog Salvage Release Plan to better ensure that the objective will be met.~~

1933 The Concessionaire must provide the Manager with ~~the relevant~~ details (including ~~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.

2034 The Concessionaire must mark out access routes for access to ~~portable drill rig~~ ~~site~~ Portable Rig Sites, and thereafter only access sites using the marked routes to access these sites.

Management of 'At Risk' and/or 'Threatened' Flora Associated with ~~Portable Drill Rig~~ ~~Site~~ Portable Rig Sites

2135 Disturbance of *Pterostylis puberula*, ~~Pterostylis tasmanica~~ or king fern *Ptisana salicina* to establish any ~~portable drill rig site~~ Portable Rig Sites must be avoided.

Management of Terrestrial Invertebrates Associated with ~~Portable Drill Rig Site~~ Portable Rig Sites

36 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/nztc>) found during any vegetation clearance, must be salvaged ~~in accordance with procedures set out in the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine~~ and released into similar habitat at least 50 m beyond the site, as recommended by the onsite ecologist.

2237 The Permit holder shall record the number and species of any translocated invertebrates.

Fencing plan

38 The Concessionaire will submit a Fencing Plan for near stream piezometer sites to the Manager for approval at least 20 working days prior to the undertaking of any piezometer activities covered



by this concession. The purpose of the Fencing Plan is to set out the procedures to be used to ensure that exclusion fences are constructed and maintained to prevent frogs from entering the near stream piezometer sites. The Fencing Plan will:

- a. Be prepared in consultation with the Manager;
- b. Describe the construction standard and methods that will be used for the construction and maintenance of exclusion fences;
- c. Describe how the exclusion fences will prevent frogs from entering the sites and/or sumps;
- d. Describe a maintenance schedule for exclusion fences;
- e. Describe the procedures to be used to protect herpetofauna if there are any significant breaches of exclusion fences (e.g. tree fall across/through a fence);
- f. The Concessionaire will implement and comply with the Fencing Plan approved by the Manager at all times;
- g. The Manager may request a review of the Fencing Plan and may require the Concessionaire to amend the Fencing Plan at any time. The Concessionaire will implement and comply with any amendments to the Fencing Plan approved by the Manager;
- h. The Concessionaire may, at any time, submit to the Manager for approval an amended Fencing Plan provided that until an amendment is approved any work must be conducted in accordance with the existing Fencing Plan.

39 The Concessionaire will submit an amended Fencing Plan to the Manager for approval if any works deviate from the plan approved in accordance with Condition 38.

40 The Concessionaire will erect the frog / lizard exclusion fence (in accordance with the Fencing Plan requirements of Condition 38) 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.

Advice Note: The Fencing Plan may be prepared in conjunction with any other fencing plan required in relation to the Waihi North Project.

Water Management

2341 The Concessionaire will ensure that all water used for concession activity is filtered to remove drill cuttings prior to any discharge to the Land.

2442 The Concessionaire will ensure that all drill cuttings filtered from water are buried, pumped down the drill hole or removed from the Land.



~~25~~43 The Concessionaire will ensure that any water discharge from concession activity is monitored to ensure it does not enter any waterways.

~~26~~44 The Concessionaire will ensure that all sewage is collected and stored in containers and removed from the Land.

Wildlife Act Authority

~~27~~45 The Concessionaire will ensure that any suitably qualified Ecologist holds an adequate Wildlife Act Authority for searching for, handling and releasing indigenous fauna.

Public Access, Awareness and Safety

~~28~~46 Prior to the commencement of operations at any piezometer 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.

~~29~~47 The Concessionaire 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.

Advice Note: The hazard notification required by this condition can be provided with / as part of any other hazard notification requirements which the Concessionaire must provide.

Aircraft

~~30~~48 The Concessionaire will ensure that aircraft hovering zones are maintained to ensure public safety. The Concessionaire will ensure that notices advising the public of the hazards associated with the helicopter hovers are erected on the Land.

~~31~~49 The Concessionaire and any pilot of the aircraft authorised by this Concession will hold the applicable aviation document and privileges to conduct the Activities under the Civil Aviation Rules and will comply with Civil Aviation law.

Chytrid Fungus

~~32~~50 The Concessionaire must adhere to the national Frog Hygiene and Handling Protocol annexed as Attachment 2 to this Concession, or any future updates thereof.

Fuel and Lubricants

~~33~~51 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.

~~34~~52 A spill kit must be held at each working area at all times and used immediately should a fuel or lubricant spill occur.



3553 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.

3654 Only biodegradable drill fluids and lubricants may be used for drilling operations.

Fire and Risk Management

3755 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.

Historic and Cultural Sites

3856 The Concessionaire will operate in accordance with any Archaeological Authority for the Land.

3957 In the event that an unidentified archaeological site is located as part of the activities authorised by this concession, the following procedures must be undertaken by the Concessionaire:

- (a) All work must cease, and machinery within 20 m of the discovery shut down;
- (b) The Concessionaire must notify the Heritage New Zealand Regional Archaeologist;
- (c) If the site appears to be of Māori origin, the Concessionaire 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 Concessionaire 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.

~~4058~~ The Concessionaire 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.

Track markers

~~4159~~ The Concessionaire must remove all track markers, flagging tape or other material used for the purposes of the Activity within one (1) month of the Activity being completed.

Expectations of the public

~~4260~~ While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.

~~4361~~ If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.

~~4462~~ All monitoring equipment shall be situated so as not to be readily visible from any formed walking track and equipment shall not impede any public access to the area.

Wharekirauponga Pest Animal Management Plan

~~63~~ All pest control Activities authorised by this Access Arrangement must be undertaken in accordance with the Wharekirauponga Pest Animal Management Plan required by the Wharekirauponga Access Arrangement, or any subsequent updates to the Wharekirauponga Pest Animal Management Plan.

Coromandel Forest Park Kauri Dieback Management Plan

~~64~~ All Activities authorised by this Access Arrangement must be undertaken in accordance with a Coromandel Forest Park Kauri Dieback Management Plan. The objective of the Coromandel Forest Park Kauri Dieback Management Plan is to provide particle methods to:

- a. Minimise the risk of PA spreading into and (if present) within the Wharekirauponga catchment by reducing movement of soils;
- b. Monitor the health of kauri within the Wharekirauponga catchment along walking tracks and within Sites;

- c. Facilitate controlled access to kauri forests where it does not compromise the future or protection of kauri within the context of the Wharekirauponga Exploration Project works.

65 The Coromandel Forest Park Kauri Dieback Management Plan must as a minimum:

- a. Include maps for visual tools which identify the location and extent of any proposed management and mitigation measures, including identification of which specific Areas within which these measures will occur;
- b. Include details of monitoring and reporting to the Manager prior to, during and post-construction and operation to determine if the Coromandel Forest Park Kauri Dieback Management Plan's objective is being met; and
- c. Include details of the roles and responsibilities of key staff responsible for implementing the Coromandel Forest Park Kauri Dieback Management Plan and procedures for training of contractors and other Project staff regarding the Coromandel Forest Park Kauri Dieback Management Plan.

Advice note: The Coromandel Forest Park Kauri Dieback Management Plan prepared in accordance with Condition 60 can be prepared in accordance with the Coromandel Forest Park Kauri Dieback Management Plan prepared for the Wharekirauponga Access Arrangement.

66 All suspected sightings of Kauri Dieback Disease will be reported to the Superintendent – Environment who will then report it to the Manager, the Ministry for Primary Industries and Tiakina Kauri.

67 By 30 June each year the Permit holder must engage a suitably qualified and experienced ecologist to prepare an annual Coromandel Forest Park Kauri Dieback Monitoring Report that covers activities addressed in the Coromandel Forest Park Kauri Dieback Management Plan for the previous year.

68 The Coromandel Forest Park Kauri Dieback Monitoring Report required by 2.86 above must include:

- a. A description of any works and other actions envisaged by the Coromandel Forest Park Kauri Dieback Management Plan completed by the Permit holder in the previous twelve months;
- b. Where aspects of the Coromandel Forest Park Kauri Dieback Management Plan have not been implemented, the reasons why, and the measures that have been taken by the Permit holder to address this;

c. An assessment of the effectiveness of the actions taken to implement the Coromandel Forest Park Kauri Dieback Management Plan in achieving its objective

d. Details of any amendments needed to the Coromandel Forest Park Kauri Dieback Management Plan to better ensure that the objective will be met.

69 If the Department is not satisfied that the actions taken by the Permit holder are achieving the objective of the Coromandel Forest Park Kauri Dieback Management Plan, the Permit holder and the Department shall participate in a collaborative workshop to discuss the levels of achievement, and to identify any measures that are required to be implemented to address any agreed failure to achieve the objective and any amendments that need to be made to the management plan. If there is disagreement between the Permit holder and the Department at the conclusion of the collaborative workshop, the process in Condition 22 of Schedule 2 is to be implemented.

Biosecurity Management

~~45—The Concessionaire shall comply with the biosecurity management and kauri dieback management sections of the Ecology and Landscape Management Plan—Wharekirauponga Underground Mine at all times:~~

~~4670~~ The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.

~~4771~~ The Concessionaire must know the plants that are affected by myrtle rust and what the rust symptoms look like. This serious fungal disease only affects plants in the myrtle (myrtaceae) family which includes pōhutukawa, mānuka, kānuka, and ramarama. See <https://myrtlerust.org.nz/>. If the Concessionaire encounters suspected symptoms of myrtle rust, the Concessionaire must not touch it and must take the following steps:

- a. Follow the most up to date advice from Ministry for Primary Industries regarding exotic pest and disease protocols;
- b. Take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant;
- c. Don't touch or try to collect samples as this may increase the spread of the disease;
- d. If accidental contact with the affected plant or rust occurs, bag clothing and wash clothes, bags and shoes as soon as possible.

~~4872~~ The Concessionaire must comply with the Ministry for Primary Industries' "Check, Clean, Dry" cleaning method to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at <http://www.biosecurity.govt.nz/cleaning>. The Concessionaire must regularly check this website and update their precautions accordingly.



Fencing plan

49—The Concessionaire will submit a Fencing Plan for near stream piezometer sites to the Manager for approval at least 20 working days prior to the undertaking of any piezometer activities covered by this concession. The purpose of the Fencing Plan is to set out the procedures to be used to ensure that exclusion fences are constructed and maintained to prevent frogs from entering the near stream piezometer sites. The Fencing Plan will:

- a.—Be prepared in consultation with the Manager;
- b.—Describe the construction standard and methods that will be used for the construction and maintenance of exclusion fences;
- c.—Describe how the exclusion fences will prevent frogs from entering the sites;
- d.—Describe a maintenance schedule for exclusion fences;
- e.—Describe the procedures to be used to protect herpetofauna if there are any significant breaches of exclusion fences (e.g. tree fall across/through a fence);
- f.—The Concessionaire will implement and comply with the Fencing Plan approved by the Manager at all times;
- g.—The Manager may request a review of the Fencing Plan and may require the Concessionaire to amend the Fencing Plan at any time. The Concessionaire will implement and comply with any amendments to the Fencing Plan approved by the Manager;
- h.—The Concessionaire may, at any time, submit to the Manager for approval an amended Fencing Plan provided that until an amendment is approved any work must be conducted in accordance with the existing Fencing Plan.

50—The Concessionaire will submit an amended Fencing Plan to the Manager for approval if any works deviate from the plan approved in accordance with Condition 49:

Advice Note: The Fencing Plan may be prepared in conjunction with any other fencing plan required in relation to the Waihi North Project.

Monitoring

5473 Upon request, the Concessionaire must forward the following electronically to [permissionsupdates@doc.govt.nz and thames@doc.govt.nz]:

- i. A copy of all raw data collated from the monitoring; and



- ii. A one-page summary of the Activities undertaken.

74 If the Minister requires further information on the Activities undertaken that the on-page summary has not addressed, the Concessionaire must provide the information upon request.

5275 If the ~~Grantor Minister~~ determines that the conditions of this Document or the effects of the Activity should be monitored, the Concessionaire shall meet: either the full costs of any monitoring programme that is implemented; or, if the ~~Grantor Minister~~ determines that the costs should be apportioned among several Concessionaires who use the same locations, part of the costs of the monitoring programme. These costs will include the Department's standard charge-out rates for staff time and the mileage rates for vehicle use associated with the monitoring programme.

Removal of equipment

5376 All equipment and structures must be removed at the expiry of this Concession.

0 0.5 1 2 Kilometers

No works are to occur within the
Otahū Dedicated Area or the
Parakiwai Geological Area

Lower Lignite LS0 - Control
Lower Lignite LS5 - Control
Upper Lignite LS5 - Control
Upper LS Control
Thompson
NSP4
NSP6
NSP7
NSP9
NSP11
NSP1
NSP3
NSP2
WKR02
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Wharekurauponga Access Arrangement Area
Northern Concession Area
Upper WHK Control
Lower WHK Control
Upper WHK Control
Wharekurauponga Access Arrangement Area

Legend
Schedule 4 Areas
Wharekurauponga Access Arrangement Area
Northern Concession Area
Past Control Area - 532 ha core area
Upland Control Area - 1 km Past Control Buffer
River Level Monitoring Sites
Installed
Proposed
Near Stream Piezometers
Installed
Proposed



Near Stream Piezometer Locations (indicative):

Site Name	X (NZTM)	Y (NZTM)
Upper LS Control	1850553	5870840
Lower LS Control	1851360	5872525
Lower WHK Control	1854014	5868774

River Flow Monitoring Locations (indicative):

Site Name	X (NZTM)	Y (NZTM)
Lower Lignite LS0 - Control	1851338	5872518
Upper Lignite LS5 - Control	1850716	5871166
WS2 - Control	1854088	5868829



Attachment 1 - Waihi North Project Site Selection Protocol

Attachment 2 - **Generic** Frog Hygiene and Handling Protocol

Background/aims:

- To minimise any possible spread of chytrid fungus and other pathogens to, within and/or between monitoring sites
- To avoid artificially increasing contact between frogs
- To implement the highest level of hygiene protocol that is effective and practicable in the field

Principles:

- Contamination can be managed/reduced through hygiene.
- New or disposable equipment is not a source of infection.
- Use of disinfectants will kill zoospores on equipment and clothing.
- Use of disinfectants will kill zoospores on footwear which has been first scrubbed clean to remove dirt.
- New or disinfected equipment/clothing/footwear should be used at every new site.
- New or disinfected equipment should be used for each frog, where practicable.
- When working in areas in or near where there are native frogs, hygiene protocols should be followed as if chytrid fungus and ranavirus are present and novel pathogenic organisms may be present.

Protocol:

Site hygiene:

- Clean between sites by ensuring that soil and other organic matter is removed from all gear including footwear, gaiters, rainwear, clothing, packs, frog handling/measuring equipment and any other equipment used in the area including storage bins.
- Disinfect between sites including footwear, gaiters, rainwear, clothing, packs, from handling/measuring equipment and any other equipment used in the area including storage bins (Table 1)
 - All clothing must be freshly laundered using hot water, Sterigene, F10 Veterinary disinfectant or Virkon S (including outer clothing).



- Apply disinfectant solution either via a soaking spray, a very wet wipe-down solution or submersion to achieve good coverage and the correct contact time.
- Due to rapid evaporation, alcohol sprays will need to be repeatedly reapplied to ensure the full 2 minute contact time before air drying.
- Wherever a chemical disinfectant is used (e.g. Sterigene, bleach, F10) this must be rinsed off in clean (tap) water after the appropriate contact time.
- Plan ahead to allow drying times
- Footwear and gaiters must be cleaned and disinfected at the point of entry to a frog field site.
- Dogs: Clean all soil from within the recesses of the dog's paws and from their coat before entering a site and after leaving. At home, use clean water and a dog-friendly soap or shampoo to thoroughly wash all soil off the dog's paws and coat. Dermcare Malaseb shampoo (antifungal and antibacterial dog shampoo, available from vets) can be used prior to entering high conservation value sites. Follow product label directions for use.

Frog handling hygiene:

- A new glove(s) must be used for catching and handling each frog (the same glove can be re-used on the same frog if that glove remains isolated from other frogs and/or their body fluid).
- Each frog must be held in a separate plastic bag (one plastic bag is used per capture and then disposed of).
- Each frog must be weighed and measured in the plastic bag.
- If frogs are too small to be measured in a plastic bag then callipers should be disinfected between frogs using alcohol wipes.
- A new stage platform cover must be used for photographing each frog.
- All stage platform covers must be soaked in 70% ethanol for 2 minutes and air dried between frogs.
 - covers are disinfected daily, sufficient covers must be available for each night so that a clean one can be used for each frog
 - if there are not sufficient covers then they must be cleaned with alcohol wipes.
- The mirror stage must be disinfected with either 70% ethanol (contact time at least 2 minutes, then air dried) or Sterigene or similar product (rinsed thoroughly and air dried) between sites and wiped with alcohol wipes or 70 % ethanol between successive nights at the same site.
- Alcohol wipes must contain 70% alcohol (either ethanol or isopropyl alcohol) and 30% water. Wipe surface for 2 minutes (more than one alcohol wipe may be needed if the first dries). Some alcohol wipes have other additives which will remain when the surface is dried and which are toxic to frogs - these must not be used.
- Minimise handling time to reduce stress and to avoid 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 thoroughly cleaned and disinfected after use.
- Wherever a chemical disinfectant is used (e.g. sterigene, bleach, F10) this must be rinsed off after the disinfection time. Ethanol can be air dried.

Table 1: Disinfection strategies for frog field studies (minimum times and concentrations) that will kill chytrid fungus and ranavirus

Purpose	Disinfectant	Concentration	Mix	Time	Rinse required	References
Disinfecting cloth (e.g. clothing, cloth bags)	sterigene	50mL per 4 kg laundry load (do not use detergent, do not overfill)		Normal wash time	Yes	6 (product label)
	Hot wash and complete drying	60°C of greater		15 minutes	No	3
Disinfecting footwear	Sodium hypochlorite (household bleach, 4% concentration)	0.5 %	5ml bleach in 1 litre water	1 minute	Yes	2,3,4
	Sterigene (Trigene)	1%	10ml in 1 litre water (1:100)	1 minute	Yes	3,5, Product label
	F10 Veterinary disinfectant	1%	10ml in 1 litre water (1:100)	1 minute	Yes	3,5, Product label
	Virkon S ¹	1%	10g virkon in 1 litre water	1 minute	Yes	2,3,4, Product label
Disinfecting collection equipment, instruments and containers	Sodium hypochlorite (household bleach, 4% concentration)	0.5%	5ml bleach in 1 litre water	1 minute	Yes	2,3,4
	Sterigene (Trigene)	1%	10ml in 1 litre water (1:100)	1 minute	Yes	3,5, Product label
	F10 Veterinary disinfectant	1%	10ml in 1 litre water (1:100)	1 minute	Yes	3,5, Product label
	Virkon S1 above ¹⁺	1%	10g virkon in 1 litre water	1 minute	Yes	2,3,4, Product label

¹ WARNING – Virkon is a corrosive substance which will corrode gear over time



	Ethanol (including alcohol wipes)	70%	Apply liberally	2 minutes	Air dry	1,3,4
	Isopropyl alcohol (including alcohol wipes)	70%	Apply liberally	2 minutes	Air dry	1
	Heat	60°C or greater		15 minutes	No	2

Notes

- Salt solution is not effective on either chytrid fungus or ranavirus
- Leaving gear to dry is only effective against chytrid fungus not ranavirus
- Give everything a good spray, not just a sprinkle
- Items can be rinsed in clean (tap) water after the appropriate contact time, but it is important that they are left to dry thoroughly
- The activity of household bleach begins to reduce once diluted, so this solution must be made fresh each day. Other solutions will last longer after dilution; refer to the manufacturer's instructions. Use alcohol from a small sealed container and replace regularly. Check expiry dates on the concentrated products and don't use expired disinfectants
- Concentration is important. Diluting products to the correct concentration is key to its efficacy.

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1. Ranavirus: Brunner, J, Sesterhenn, T (2001) Disinfection of Ambystoma tigrinum virus (ATV). Froglog 48, 2
2. Bryan LK, Baldwin CA, Gray MJ, Miller DL. Efficacy of select disinfectants at inactivating Ranavirus. Dis Aquat Organ. 2009 Apr 6;84(2):89-94. doi: 10.3354/dao02036. PMID: 19476278.
3. CHHWG (2017) Canadian Herpetofauna Health Working Group. 2017. Decontamination Protocol for Field Work with Amphibians and Reptiles in Canada. 7 pp + ii. <http://www.cwhrcsf.ca/docs/HHWG%20Decontamination%20Protocol%202017-05-30.pdf>
4. Van Rooij P, Pasmans F, Coen Y, Martel A (2017) Efficacy of chemical disinfectants for the containment of the salamander chytrid fungus Batrachochytrium salamandrivorans. PLoS ONE 12 (10): e0186269. Efficacy of chemical disinfectants for the containment of the salamander chytrid fungus Batrachochytrium salamandrivorans | PLOS ONE
5. Webb R., Mendez D., Berger L. & Speare R. (2007). Additional disinfectants effective against the amphibian chytrid fungus Additional disinfectants effective against the amphibian chytrid fungus Batrachochytrium dendrobatidis - PubMed (nih.gov) Batrachochytrium dendrobatidis.



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6. [Sterigene MDS Microsoft Word - STERIGENE MDS Info \(cwnl.co.nz\)](#)

7. [Ranavirus: ranavirusesinfection-with.pdf \(woah.org\)](#) Chytrid fungus: [Fungicidal effects of chemical disinfectants, UV light, desiccation and heat on the amphibian chytrid Batrachochytrium dendrobatidis - PubMed \(nih.gov\).](#)