
Comments on draft conditions for a fast-track consenting application

Fast-track Approvals Act 2024

To: The Expert Panel

From: Director-General of Conservation (DOC)

Regarding fast-track project: Bendigo-Ophir Gold Project

Fast track Reference: FTA –2507-1089

Date: 7 September 2026

In accordance with Minute 48 of the Expert Panel this response is provided to the draft conditions and approvals circulated by the applicant on 28 August 2026.

DOC notes that condition numbering differs between the clean and tracked-change versions provided by MGL. All condition references below use the condition numbering in the clean versions.

The applicant's draft conditions are shown in black text.

Amendments recommended by DOC are shown in red underline and ~~strike through~~.

In relation to the proposed Wildlife Approval, and the applicant's revised approach to management of impacts on lizards contained in its response to RFI 11, this is addressed in detail in Dr Tocher's further statement of advice, and the legal submissions filed by DOC.

In relation to the draft concessions, DOC confirms all conditions and changes put forward by the applicant are agreed apart from those listed in the tables below.

Comments on draft conditions of concession - D.06A - Ardgour Rise – Road - Easement

Condition #	Draft condition with marked up suggestions	Comments and reasoning
Schedule 1, item 4 Term	5 years, 0 months commencing on ~~24 February 2027~~ <u>the 35th working day after the date of Panel's final decision, consistent with Fast-track Approvals Act 2024, Schedule 6 clauses 11 and 12 (the commencement date).</u>	Due to the further suspension now in place, it is unclear when the Panel may make its final decision. This wording allows for the commencement date to be determined in accordance with the Fast-track Approvals Act 2024, with subsequent dates (final expiry date and concession review date) being on the 5 th and 3 rd anniversary of the commencement date.
Schedule 1, item 5 Final Expiry Date	~~23 February 2032~~ <u>the 5th anniversary of the commencement date.</u>	As above
Schedule 1, item 9 Concession Review Date	~~23 February 2030~~ <u>the 3rd anniversary of the commencement date.</u>	As above
Schedule 2, clause 8.1 paragraph (a)	(a) <u>cut down or damage any vegetation; or</u>	Reinstate wording, it is unnecessary to delete this standard condition as Schedule 3 special condition 17 gives the Grantor's prior consent to cut down or damage any vegetation during construction. Schedule 2 clause 25 confirms the special conditions in Schedule 3 prevail over Schedule 2.
Schedule 3, Advice note re consultation on relevant management plans	<i>DOC is to be consulted on RMA Site-specific Erosion and Sediment Control to be prepared for the construction of Ardgour Rise Plan <u>[and other relevant management plans]</u> required by the conditions of the Landuse Consent <u>and Common Consent conditions</u> within the administrative jurisdiction of Central Otago District Council.</i>	DOC considers other management plans may also be relevant to this Concession Activity including the Lizard Management Plan, Avifauna Management Plan etc.
Schedule 3, special condition 2	<u>The Concessionaire is to seek the Grantor's approval for the final alignment and design of the road on the Easement</u>	As landowner, DOC should approve the final alignment and design of the road, consistent with any approval by CODC.

Land, consistent with any approval by CODC under the Landuse Consent, prior to construction.

Comments on draft conditions of concession - D.06B – Fibre Optic Cable within Ardgour Rise - Easement

Condition #	Draft condition with marked up suggestions	Comments and reasoning
Schedule 1, item 4 Term	5 years, 0 months commencing on ~~24 February 2027~~ <u>the 35th working day after the date of Panel's final decision, consistent with Fast-track Approvals Act 2024, Schedule 6 clauses 11 and 12 (the commencement date).</u>	As for Ardgour Rise Road concession D.06A above
Schedule 1, item 5 Final Expiry Date	~~23 February 2032~~ <u>the 5th anniversary of the commencement date.</u>	As above
Schedule 1, item 9 Concession Review Date	~~23 February 2030~~ <u>the 3rd anniversary of the commencement date.</u>	As above
Schedule 2, clause 8.1 paragraph (a)	(a) <u>cut down or damage any vegetation; or</u>	Reinstate wording, as for Ardgour Rise Road concession above.
Schedule 3, Advice note re consultation on relevant management plans	<i>DOC is to be consulted on RMA Site-specific Erosion and Sediment Control to be prepared for the construction of Ardgour Rise Plan <u>[and other relevant management plans]</u> required by the conditions of the Landuse Consent <u>and Common Consent conditions</u> within the administrative jurisdiction of Central Otago District Council.</i>	DOC considers other management plans may also be relevant to this Concession Activity including the Lizard Management Plan, Avifauna Management Plan etc.

Comments on draft conditions of concession - D.07A – SH8 Highway Intersection – NZTA easement

Condition #	Draft condition with marked up suggestions	Comments and reasoning
Schedule 1, item 4 Term	5 years, 0 months commencing on ~~24 February 2027~~ <u>the 35th working day after the date of Panel's final decision, consistent with Fast-track Approvals Act 2024, Schedule 6 clauses 11 and 12 (the commencement date).</u>	As for Ardgour Rise Road concession D.06A above
Schedule 1, item 5 Final Expiry Date	~~23 February 2032~~ <u>the 5th anniversary of the commencement date.</u>	As above
Schedule 1, item 9 Concession Review Date	~~23 February 2030~~ <u>the 3rd anniversary of the commencement date.</u>	As above
Schedule 3, Advice note re consultation on relevant management plans	<i>DOC is to be consulted on RMA Site-specific Erosion and Sediment Control to be prepared for the construction of Ardgour Rise Plan <u>and other relevant management plans</u> required by the conditions of the Landuse Consent <u>and Common Consent conditions</u> within the administrative jurisdiction of Central Otago District Council.</i>	DOC considers other management plans may also be relevant to this Concession Activity including the Lizard Management Plan, etc.

Comments on draft conditions of concession - D.07B – SH8 Highway Intersection – CODC easement

Condition #	Draft condition with marked up suggestions	Comments and reasoning
Schedule 1, item 4 Term	5 years, 0 months commencing on ~~24 February 2027~~ <u>the 35th working day after the date of Panel's final decision, consistent with Fast-track Approvals Act 2024, Schedule 6 clauses 11 and 12 (the commencement date).</u>	As for Ardgour Rise Road concession D.06A above

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Schedule 1, item 5 Final Expiry Date	~~23 February 2032~~ <u>the 5th anniversary of the commencement date.</u>	As above
Schedule 1, item 9 Concession Review Date	~~23 February 2030~~ <u>the 3rd anniversary of the commencement date.</u>	As above
Schedule 3, Advice note re consultation on relevant management plans	<i>DOC is to be consulted on RMA Site-specific Erosion and Sediment Control to be prepared for the construction of Ardgour Rise Plan <u>and other relevant management plans</u> required by the conditions of the Landuse Consent <u>and Common Consent conditions</u> within the administrative jurisdiction of Central Otago District Council.</i>	DOC considers other management plans may also be relevant to this Concession Activity including the Lizard Management Plan, etc.

Comments on draft conditions of concession - D.08 – Come In Time Battery Track - Licence

Condition #	Draft condition with marked up suggestions	Comments and reasoning
Schedule 1, item 3 Term	25 years, 0 months commencing on ~~24 February 2027~~ <u>the 35th working day after the date of Panel's final decision, consistent with Fast-track Approvals Act 2024, Schedule 6 clauses 11 and 12 (the commencement date).</u>	As for Ardgour Rise Road concession D.06A above
Schedule 1, item 5 Final Expiry Date	~~23 February 2032~~ <u>the 25th anniversary of the commencement date.</u>	As above
Schedule 1, item 10 Concession Review Dates	~~23 February 2030~~ <u>the 3rd anniversary of the commencement date, and every subsequent 3rd anniversary from that date.</u>	As above

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Schedule 3 Context	<i>This Concession relates to the construction and maintenance of a walking track to temporarily replace the recreational value of the pre-existing Come In Time Walking track. The pre-existing track will be closed to the public during the period of the Concessionaire's mining activities on neighbouring land.</i>	DOC acknowledges the existing Come In Time walking track from Thomson Gorge Road is to be closed. As below, public access within the historic reserve remains unless temporarily limited or restricted for reasons of public safety due to blasting activities on neighbouring land.
Schedule 3, special condition 3	For the avoidance of doubt, the Grantor may cost recover for staff and contractor time spent reviewing any plans, assessments or reports required under this concession, as well as any management plans the Grantor is required to be consulted on under resource consent conditions that apply to the <u>Concession</u> activity ~~authorised by this concession.~~	Amendment for consistency
Schedule 3, special condition 21	The track may be inspected by a member of DOC staff at any time, in consultation with the Concessionaire, to ensure that necessary maintenance is occurring and to discuss any further works required. ~~DOC The Grantor~~ shall provide reasonable prior notice of any inspection <u>to the Concessionaire and shall have regard to any reasonable health and safety considerations including any temporary restrictions or limitations on public access required for safety reasons due to blasting activity of the Concessionaire on the adjacent land.</u> ~~Reasonable notice shall take into account the Concessionaire's operational activities including periods where the track is temporarily closed to the public for safety reasons during blasting activities on the adjacent land.~~	Amendments for consistency, and to provide for consideration of temporary restrictions or limitations on public access for public safety due to blasting activities on neighbouring land.
Schedule 3, special condition 27	The Concessionaire may temporarily ~~close~~ <u>limit</u> or restrict public access to the walking track authorised under this concession for short intermittent periods where reasonably necessary to manage public safety risk associated with blasting activities on adjacent land. The Concessionaire must maintain appropriate signage for the duration of the temporary restriction.	Under the Reserves Act 1977, section 18(2)(b) and section 58, the Grantor (on behalf of the Department as the administering body) is the only person who has lawful authority to close the historic reserve to public access. This power cannot be delegated in the way this condition infers.

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Schedule 3, special condition 32	... For the avoidance of doubt any emergency access <u>by the Grantor</u> must ~~still~~ be undertaken in compliance with <u>known</u> applicable health and safety requirements of the Concessionaire and operational controls ~~expect~~ <u>except</u> to the extent that strict compliance would unreasonably impede the emergency response.	Amendments for consistency
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Comments on draft conditions of concession - D.09 – Willow Management – Licence

Condition #	Draft condition with marked up suggestions	Comments and reasoning
Schedule 1, item 3 Term	15 years, 0 months commencing on <u>24 February 2027 the 35th working day after the date of Panel's final decision, consistent with Fast-track Approvals Act 2024, Schedule 6 clauses 11 and 12 (the commencement date).</u>	As for Ardgour Rise Road concession D.06A above
Schedule 1, item 5 Final Expiry Date	<u>23 February 2032 the 15th anniversary of the commencement date.</u>	As above
Schedule 1, item 10 Concession Review Dates	<u>23 February 2030 the 3rd anniversary of the commencement date, and every subsequent 3rd anniversary from that date.</u>	As above

Comments on draft conditions of concession - D.10 – Water Monitoring – Licence

Condition #	Draft condition with marked up suggestions	Comments and reasoning
Schedule 1, item 3 Term	30 years, 0 months commencing on <u>24 February 2027 the 35th working day after the date of Panel's final decision, consistent with Fast-track Approvals Act 2024, Schedule 6 clauses 11 and 12 (the commencement date).</u>	As for Ardgour Rise Road concession D.06A above

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Schedule 1, item 5 Final Expiry Date	~~23 February 2032~~ <u>the 30th anniversary of the commencement date.</u>	As above
Schedule 1, item 10 Concession Review Dates	~~23 February 2030~~ <u>the 3rd anniversary of the commencement date, and every subsequent 3rd anniversary from that date.</u>	As above
Schedule 3, special condition 15	On the completion of works, the Land must be left in the same or better condition than existed immediately before the Concessionaire commenced the <u>Concession Activity</u> ~~activities under this concession~~ , to the satisfaction of the Grantor.	Amendment for consistency

Comments on draft conditions of the CODC Land Use Consent updated 28 August 2026 – D.01

Condition #	Draft condition with marked up suggestions	Comments and reasoning
19	BLASTING AND VIBRATION LIMITS Prior to any blasting events occurring in the Come-in-Time Open Pit, the Consent Holder must enter into an agreed protocol with the Department of Conservation regarding the procedures that will be undertaken to achieve compliance with Condition 18 to the extent it relates to the Bendigo Historic Reserve. A copy of the agreed protocol is to be provided to the Central Otago District Council within 10 working days of it being completed and prior to any blasting events.	Under s18(2)(b) of the Reserves Act 1977, the public shall have freedom of entry and access to the Bendigo Historic Reserve subject to any conditions and restrictions DOC as administrator considers necessary for the protection and control of the public within the reserve. DOC acknowledges the applicant's intention to enter into a protocol with DOC to manage public access within the parts of the reserve (including near the Come In Time Battery) that are proximate to blasting events. DOC confirms this is not a matter that can be further addressed by resource consent conditions.
32	Blasting Vibration in relation to Heritage Sites and Features Vibration from blasting must not exceed the limit in Line 3 of <i>DIN 4150-3:2016 Vibrations in Buildings – Part 3: Effects on structures</i> (“DIN 4150-3”) in relation to any heritage features located beyond the DDF unless a suitably qualified expert for Central Otago District Council agrees that repair and / or non-invasive mitigation (e.g. sandbagging, plywood shoring)-will provide protection to ensure no material damage to the structure so that an alternative vibration limit from <i>AS 2187-2:2006 Explosives – Storage and use, Part 2: Use of explosives</i> can be applied. The expert will specify the alternative vibration limit which will be either Line 1 or Line 2 of <i>AS 2187-2:2006 Explosives – Storage and use, Part 2: Use of explosives</i>. The Blast Noise and Vibration Management Plan (“BNVMP”) required by Condition 26 must include the following in relation to heritage structures beyond the DDF and within the 500 m setback	An alternative approach, which is implemented at other mining sites, is suggested to manage blasting vibration effects on heritage sites and features. In relation to heritage structures the BNVMP should include: - a baseline assessment of all heritage structures/ features by a suitably qualified and experienced structural heritage engineer and a heritage stone mason - identification of mitigation measures/ repair to structures required before blasting commences - specific vibration limits for each identified structure/ feature to ensure no material damage - specify the frequency for monitoring heritage structures/ features post blasting/ vibration activities and record-keeping - should monitoring indicate damage has occurred then blasting activity in the vicinity of the structure should cease and the Consent Holder notify the Consent Authority - the Consent Holder should work with the Consent Authority to repair/ stabilise of the heritage structure/ feature, including preparing an updated assessment

of the Rise and Shine ("RAS"), Come-in-Time ("CIT") and Srex ("SRX") Open Pit crests (noting this setback must be increased where site-specific measurement or prediction shows the DIN 4150-3 Line 3 contour extends beyond the 500 m setback for any permitted blast):

- a. A protocol for identifying and classifying heritage structures and features, informed by input from a suitably qualified expert;
- b. Structure-specific vibration limits for each identified heritage structure, established in consultation with a suitably qualified expert;
- c. Dilapidation survey requirements to document the baseline condition of each heritage structure before blasting commences;
- d. The methods to demonstrate compliance with the structure-specific vibration limits; and
- e. Records of all vibration measurements undertaken on or near heritage structures.

Advice Note: Suitably qualified expert may be a heritage expert or structural heritage engineer or heritage stone mason as applicable to the nature of the structure.

- (g) blasting may recommence in the vicinity of the heritage structure/ feature once the works in (f) are complete to the satisfaction of the Consent Authority.

RECREATION

The Consent Holder must ensure that existing ~~recreation public~~ access to the Ardgour Conservation Area and the Bendigo Conservation Areas is maintained throughout the operational life

Conservation areas may only be closed to the public, including for reasons of public safety, by the Minister of Conservation – section 13(1)(c) Conservation Act 1987. As per condition 19 above, DOC considers it appropriate to enter into a protocol with the applicant to manage public access within the parts of the Ardgour Conservation Area and Bendigo Conservation Area that are proximate to blasting

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of the BOGP, subject to Condition 18 which places temporary public access restrictions to land within 500 m of blasting events.

The Consent Holder must enter into an agreed protocol with the Department of Conservation regarding the procedures that will be undertaken to achieve compliance with Condition 18 to the extent it relates to the Ardgour Conservation Area and the Bendigo Conservation Area. A copy of the agreed protocol is to be provided to the Central Otago District Council within 10 working days of it being completed and prior to any blasting events in the vicinity of these conservation areas.

events. DOC confirms this is not a matter that can be further addressed by resource consent conditions.

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The Consent Holder must provide a cycling, walking and equestrian track as near as possible to the alignment of the existing Thomson Gorge Road (at the time of granting consent) which links Ardgour Terrace with Thomsons Saddle upon the completion of mining operations within the Project Site. The track must be developed to Grade 3 Standard in accordance with NZCT Guidelines and Standards New Zealand Handbook "SNZ HB 8630:2004 - Tracks and Outdoor Visitor Structures".

This provides for a new public recreational access track post completion of mining operations from Ardgour Terrace up Thomson Gorge/ Rise and Shine Valley to Thomsons Saddle. DOC has not been consulted on this track and has not agreed to taking any interest in this track.

NEW 48A

The Consent Holder must provide for and maintain public access on the existing formed track, where this deviates from the legal road alignment, from Thomsons Saddle across Mt Moka to the Bendigo Conservation Area. This track must be maintained by the Consent Holder to a standard suitable for walking, cycling and equestrian use.

Currently where the track deviates from the road alignment, the public has the right to use this formed track to access the Bendigo Conservation Area under clause 5 of the Bendigo Conservation Covenant. As the applicant continues to seek partial revocation of the Covenant over this land, this condition is necessary to secure continued public access.

49

The outcomes required by Conditions 47 and 48 and [NEW 48A] shall be secured, as necessary, by way of easements ~~in gross~~

The Minister of Conservation may acquire an interest in land, including an easement, pursuant to section 7(2) Conservation Act 1987. These easements are only required in the case of the

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over land within the BOGP Consent Area in favour of the ~~Department Minister~~ of Conservation providing for public access by foot, horseback or bicycle (including e-bikes) to the Bendigo Conservation Area to Public Conservation Land to the extent that the practical access arrangements extend beyond public roads.

Any such easements must include the right to carry hunting weapons and be accompanied by dogs convey dogs and firearms, and confirm the Consent Holder/ land owner is solely responsible for all maintenance costs.

Within **insert timeframe** the Consent Holder must provide Central Otago District Council evidence to confirm that an appropriate instrument has been registered on the land titles in favour of the ~~Department Minister~~ of Conservation.

Covenant being partially revoked, and the Consent Holder should be solely responsible for all maintenance costs. Because these easements are to provide public access to specified public conservation land it is inappropriate to impose a requirement for the easements to be “in gross”.

69

TRANSPORTATION

ESTABLISHMENT OF ARDGOUR RISE

Within six months of the completion of the construction of Ardgour Rise, the Consent Holder must survey the road alignment and apply for a subdivision consent from Central Otago District Council to enable the creation of fee simple Record(s) of Title so that the road (within Ardgour Station and the Ardgour Conservation Area) can be vested in the Central Otago District Council. Provided that the subdivision consent is granted by Central Otago District Council, **the Consent Holder must, within the following three months, vest Ardgour Rise in Central Otago District Council.**

DOC is concerned this condition doesn't provide adequate time for the process under the Public Works Act 1981 to be used to transfer the portion of Ardgour Rise within the Ardgour Conservation Area from Crown ownership to ownership by the Council.

As the Council is not a part of the Crown (being a local authority) DOC considers the transfer may be a disposal of relevant land by the Crown and trigger the right of first refusal under Part 9 Ngāi Tahu Claims Settlement Act 1998, with notice required to be given to Te Rūnanga o Ngāi Tahu for its consideration prior to disposal.

DOC notes the conditions do not provide a process to survey, subdivide and vest in NZTA/ the Council (in accordance with the Public Works Act 1981 and having regard to the Ngāi Tahu right of first refusal) the portions of the State Highway 8 and Ardgour Road intersection that are on public conservation land and require concessions. This is contrary to DOC's understanding, noting that all road easement concessions are recommended to have a 5-year term.

74

The Consent Holder must maintain a representative photographic record of any archaeological working (pre-1900) and any artefact of heritage value (post-1900) encountered as part of the mining activities authorised by this consent and must use its best endeavours to retrieve items from the historic sites that might be useful for displays and interpretation.

Conditions 74 and 75 are Archaeological Authority-like conditions and do not address the management of all heritage (structures, features, artefacts etc) from all periods in the same manner. DOC recommends that heritage from all periods is identified, recorded and managed using the same methodology, not just that used via the HNZPT Archaeological Authority process for archaeological sites.

75

Within 12 months of the completion of the on-site archaeological work, the Consent Holder must ensure that a final report, completed following the Archaeological Report Guideline (AGS12 2023), is submitted to the Heritage New Zealand Pouhere Taonga Senior Archaeologist for inclusion in the Heritage New Zealand Pouhere Taonga Archaeological Reports Digital Library, to the Cromwell Museum and the NZAA Central Filekeeper, including:

76

~~All archaeological artefacts (pre-1900) and artefacts of heritage value (post-1900) retrieved in accordance with Condition 74 should be retained and offered to the Cromwell Museum, excluding Māori artifacts which must be dealt with in accordance with the Accidental Discovery Protocol and the Protected Objects Act 1975.~~

~~Stone from the stone huts, dam, culverts and revetments should be offered to the Department of Conservation for re-use in repurposing or repairing archaeological sites or heritage features in the surrounding landscape. Prior to their re-use, all stone should be kept in a secure storage location, with material from each site stored discretely to preserve the provenance.~~

The applicant proposes to revoke part of the Bendigo Conservation Covenant. The Covenant protects heritage in perpetuity, and a new condition is recommended to ensure that after the protection provided through the Covenant is removed, heritage fabric is appropriately managed through a management plan.

No evidence has been supplied by the applicant that there have been discussions with or agreements made with the Cromwell Museum for the Museum to take any of the heritage fabric or artefacts

DOC is concerned that without a Heritage Fabric and Artefact Management Plan, heritage materials could linger on the project site for decades with no confirmed future.

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All heritage fabric must be managed in accordance with a Heritage Fabric and Artefact Management Plan developed in consultation with the Department of Conservation. The purpose of the Heritage Fabric and Artefact Management Plan is to ensure that all heritage materials have a clear and agreed purpose for use in the conservation of local heritage sites and places and it must:

- (a) Identify confirmed ownership of the fabric and artefacts, and confirm funding sources for the movement, storage and management of the materials; and
- (b) Include agreements with all parties who are to be the recipients of the materials; and
- (c) As far as possible, ensure that heritage materials are used for conservation purposes near the project area, such as in the Bendigo Historic Reserve.

Comments on draft Common Conditions to the CODC and ORC Resource Consents updated 28 August 2026 – D.03

Condition #	Draft condition with marked up suggestions	Comments and reasoning
C16-C24	Management and Monitoring Plans	DOC notes details of the Management Plans were not discussed in the Conditions workshops. In accordance with the Advice Note to condition C19, DOC continues to seek a separate certification role (in the Wildlife Approval) in relation to the: • Avifauna Management Plan • Lizard Management Plan

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- any other management plans as they relate to management of wildlife and public conservation land

The condition set should require commencement of relevant works to be delayed until DOC certification is received.

The consent Holder must meet the reasonable costs of DOC in undertaking certification and consultation etc. on relevant management plans and in relation to the resource consents.

C25-C26	Amendments to Management Plans/Documents	Where DOC previously certified a management plan, then any amendment to that plan should also be submitted to DOC for further certification, and this may also require a variation to the wildlife approval.
C27	If the monitoring required in these conditions (particularly the monitoring required as part of the Biodiversity Outcome Monitoring Plan required in accordance with Conditions C119-122) identifies that progress will not demonstrably achieve the stated ecological outcomes, the Consent Holder must then amend the relevant management plans to implement adaptive management or contingency measures to ensure that the stated ecological outcomes are achieved within 35 years of the commencement of the consents. These measures may include, but are not limited to, the following: (a) Changes to the animal and weed pest management regime, including changes to: (i) Target species;	Under this condition the adaptive management responses or contingency measures are to be determined at a later date, which is not consistent with best practice. The lack of information about management responses and contingency measures results in uncertainty about whether objectives and outcomes can be achieved. Although some measures are included in this condition, this does not address the issue for all related management plans and ecological outcomes. If reliance is being placed on proposed adaptive management to meet required outcomes, then the conditions should specify the outcomes to be achieved (including interim outcomes at intervals during the term that confirm the project is on a trajectory towards achieving final outcomes), trigger points or thresholds for implementation of adaptive management, and intended adaptive management actions to return the project to the intended trajectory. Robust monitoring (baseline and outcome) is required to support these adaptive management measures.

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- (ii) Control targets and associated methodology, including the provision of additional pest exclusion fence(s);
 - (iii) Spatial scales and location(s); and
 - (iv) Management regime durations.
- (b) Native revegetation and enrichment planting, including changes to:
- (i) Plant species composition, relative abundance and density of species planted;
 - (ii) Extent and scale of plantings; and
 - (iii) Duration and type of planting maintenance (i.e. animal browse control and pest management in accordance with clause (a) above).
- (c) Additional habitat enhancement via deployment of appropriately sourced and deployed boulderfields; and
- (d) Ecologically appropriate species translocations.

C35

ACCIDENTAL DISCOVERY PROTOCOL

~~All archaeological artefacts (pre-1900) and artefacts of heritage value (post-1900) retrieved in accordance with Condition 74 should be retained and offered to the Cromwell Museum, excluding Māori artifacts which must be dealt with in accordance with the Accidental Discovery Protocol and the Protected Objects Act 1975.~~

As for comments on Condition 76 of the CODC Land Use Consent (D.01), there is no confirmation of any arrangement with the Cromwell Museum.

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~~Stone from the stone huts, dam, culverts and revetments should be offered to the Department of Conservation for re-use in repurposing or repairing archaeological sites or heritage features in the surrounding landscape. Prior to their re-use, all stone should be kept in a secure storage location, with material from each site stored discretely to preserve the provenance.~~

(g) All heritage fabric must be managed in accordance with a Heritage Fabric and Artefact Management Plan developed in consultation with the Department of Conservation. The purpose of the Heritage Fabric and Artefact Management Plan is to ensure that all heritage materials have a clear and agreed purpose for use in the conservation of local heritage sites and it must:

- (i) Identify confirmed ownership of the fabric and artefacts, and confirm funding sources for the movement, storage and management of the materials;
- (ii) Include agreements with all parties who are to be the recipients of the materials; and
- (iii) As far as possible, ensure that heritage materials are used for conservation purposes near the project area, such as within the Bendigo Historic Reserve.

C37-C133

**LANDSCAPE AND ECOLOGICAL REHABILITATION,
TERRESTRIAL ECOLOGY, AND OFFSETTING AND
COMPENSATION**

DOC has not undertaken a detailed technical review of the revisions to the Landscape and Ecological Rehabilitation, Terrestrial Ecology and Offsetting and Compensation conditions due to time constraints.

DOC notes the following general concerns with these conditions and associated monitoring and management plans:

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- (a) Reliance on an adaptative management approach without adequate baseline information, trigger points and intended management responses, as discussed in more detail for C27.

For example:

C74 – Lizard management, monitoring and reporting

C77 (e) – Terrestrial Invertebrate Management Plan

C96 (g) – Mammalian Pest Management Plan

C102 and 103 – Matakanui Sanctuary Management Plan

C115 - Ardgour Restoration Area

C120 – 122 - Biodiversity Outcome Monitoring Plan

- (b) Details of the establishment and management of the predator-proof sanctuaries (Battery Hill and Bendigo) under the Matakanui Sanctuary Management Plan (C100-C105) and inconsistencies with other conditions, including confirmation of the total area within these sanctuaries - C100 refers to 67 ha total, and Battery Hill at ~52ha and Bendigo at ~29ha totals ~81ha.

If these sanctuaries are to be managed for lizard habitat, then for example, the proposed “less than 30% occupancy” for mice under the Mammalian Pest Management Plan Monitoring Targets C97 is inadequate to achieve the 100% target for elimination of mammalian pest species specified in C103(d). It is unclear which target would apply.

C134

COVENANT

DOC is supportive of a covenant to provide protection in perpetuity for the areas specified in Condition 134. DOC notes the uncertainty regarding administration of the covenant which results in uncertainty about maintenance of outcomes in the long-term.

DOC considers should the Panel decide to amend or revoke (in part) the Bendigo Conservation Covenant then such a covenant could be imposed as a condition relating to the use of land pursuant to Schedule 6, clause 46 of the Fast-track Approvals Act 2024, and secured through resource consent conditions.

C135

BOGP BIODIVERSITY AND HERITAGE ENHANCEMENT FUND

From the third anniversary of the commencement of the consents or six months after commercial production is declared, whichever occurs later, the Consent Holder must establish a BOGP Biodiversity and Heritage Enhancement Committee (“**BOGP BHEC**”). The BOGP BHEC shall be made up of:

- (a) The Consent Holder’s Environment Manager (who shall also be the Chairperson of the BOGP BHEC);
- (b) An expert in ecology / biodiversity appointed by the Consent Holder;
- (c) An expert in heritage appointed by the Consent Holder; and
- (d) An iwi representative appointed by Kā Rūnaka.

The purpose of the BOGP BHEC is to:

- (e) To enhance heritage values outside of the BOGP Consent Area within Central Otago; and
- (f) Identify and fund projects and activities that will, in relation to ecological projects, protect and enhance threatened or at-risk species (including lizards) or ecosystems outside of the BOGP Consent Area within the Dunstan Ecological District.

DOC has discussed the governance of the Biodiversity and Heritage Enhancement Fund (BHEF) with representatives of Kā Rūnaka and Heritage New Zealand Pouhere Taonga. DOC proposes the governance group for the BHEF should be made up of:

- (a) a representative of the Consent Holder
- (b) a person appointed by DOC
- (c) a person appointed by Kā Rūnaka
- (d) a person appointed by Heritage New Zealand Pouhere Taonga

The purpose of the BHEF should be to:

- (a) enhance heritage and cultural values within Central Otago and adjacent areas; and
- (b) protect and enhance threatened and at risk species and ecosystems, in accordance with mātauranga Māori, within the Dunstan, Lindis and Pisa Ecological Districts (within the Central Otago Ecological Region)

by providing funding, project management and administrative support to suitable projects as agreed by the governance group from year to year during the existence of the BHEF.

DOC in conjunction with Kā Rūnaka considers mātauranga Māori should be considered.

As the Dunstan Ecological District is relatively small (88,500 ha) the potential area for ecological enhancement projects should include the adjacent Lindis and Pisa Ecological Districts, or in the alternative be available for projects within the Central Otago Ecological Region.

DOC considers the \$1,000,000 + GST provided by the Consent Holder for the BHEF annually should be available for any of the purposes as approved by the governance group and should not be capped at 50% for either heritage or ecological restoration in any

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The Consent Holder must provide an annual funding of \$1,000,000 + GST for the activities of the BOGP BHEC for every year in which gold is produced up to a maximum of 10 years, of which \$500,000 + GST per year is for purpose (a) and \$500,000 + GST per year is for purpose (b) above. Any money not spent within any particular year shall be carried forward and added the following year's funding.

As part of the Annual Monitoring and Compliance Report (required by Condition C14), the Consent Holder must provide an annual summary setting out the following information:

- (a) A description of what projects and activities have been funded and/or implemented by the BOGP BHEC;
- (b) The ecological and heritage benefits that have been achieved and/or that are anticipated to be achieved;
- (c) The value of that funding; and
- (d) The residual funding remaining (if any) in the relevant reporting period (to be carried over to the following year).

Advice Notes:

- > *This condition has been proffered on an Augier basis on behalf of the Consent Holder.*
- > *Projects contained in the Central Otago Heritage Plan prepared by the Department of Conservation would be likely candidates for the purposes of achieving purpose (e) above.*

one year. DOC agrees that funds not spent should be carried over for use in a following year.

DOC disagrees with MGL's advice note this condition and the BHEF is proffered on an Augier basis. Consistent with Schedule 6, clause 46 of the Fast-track Approvals Act 2024, should the Panel decide to amend or revoke (in part) the Bendigo Conservation Covenant, DOC considers the BHEF could be imposed as a condition relating to the use of land and secured through the resource consent conditions.

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- > Additional funds may be provided to enhance wetlands within the Dunstan Ecological District if the proposed new rehabilitated wetlands within the DDF are not successful (refer to Conditions C59-C60).

C152	Matakinui Trust Establishment	
C157	<i>Funding for Matakinui Trust</i>	See DOC's comments in the Memorandum accompanying these comments and dated 7 September 2026 about the adequacy of funding for the Matakinui Trust.
C159	ADMINISTRATION	As above, in addition to the Councils, the Consent Holder must also pay the actual and reasonable costs of the Department of Conservation where DOC is required to review documentation (including certification or comments provided on consultation) or provide feedback to assist with the Councils' administration of the resource consents.

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