



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 68010-FAU

THIS AUTHORITY is made this 20 day of November 2018

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Bathurst Coal Limited (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 (Taking or Killing of Wildlife for Certain Purposes) of the Wildlife Act 1953,

PERMITS the Authority Holder pursuant to section 38 of the Conservation Act 1987

subject to the terms and conditions contained in this Authority and its Schedules.



SIGNED on behalf of the Grantor by Robert Dickson, acting under delegated authority

in the presence of:

Witness Signature: 

Witness Name: Annette Walker

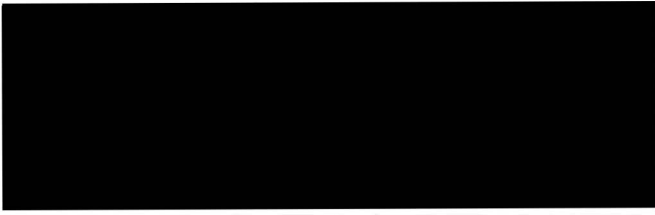
Witness Occupation: Admin Officer

Witness Address: 72 Russell St Westport

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	Activity – <ol style="list-style-type: none"> i. To disturb ii. To catch alive iii. To handle iv. To incidentally kill absolutely protected wildlife while undertaking drilling of sites under existing Access Arrangement Species <ol style="list-style-type: none"> i. Native Lizards (<i>Naultinus tuberculatus</i>, (<i>Mokopirirakau granulatus</i>), (<i>Oligosoma inrapunctatum</i>) ii. Land Snails – (<i>Powelliphanta patrickensis</i>) iii. Great spotted kiwi (<i>Apteryx haastii</i>) iv. Fernbird (<i>Bowdleria punctata punctata</i>) Quantity – as required
2.	The Land (Schedule 2, clause 2)	Public Conservation Land: Denniston Plateau, specifically drill sites: WW-EP 22, WW-EP-24, WW-EP 26, WW-EP-39, WW-EP 52, WW-EP-53, WW-EP 54, WW-EP-55, WW-EP-56, WW-EP-57, WW-EP-58, WW-EP,59, WW-EP-60
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	Any suitably qualified personnel under the direction of the Authority Holder
4.	Term (Schedule 2, clause 4)	Commencing on and including 22 October 2018 and ending on and including 21 October 2028
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: 
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team 73 Rostrevor Street Hamilton Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

6. What are the liabilities?

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

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

- 7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

- 9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or

- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

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

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

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

10.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

11. What about the payment of costs?

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

12. Biosecurity

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

13. Are there any Special Conditions?

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

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

1. The Authority Holder is only permitted to release wildlife:
 - a. that are classified as Not Threatened or At Risk species under the current threat classification system;
 - b. into release sites that are assessed by a qualified herpetologist (or other relevant expert) as being of similar or better habitat than the source location, and capable of supporting that lizard species;
 - c. into release site(s) that are within five hundred (500) metres of the development footprint (or with consultation and agreement with the relevant Operations Manager)
 - d. into release site(s) where habitat for that species of wildlife has been enhanced and approved prior to relocation, by a qualified herpetologist, using accepted techniques such as provision of extra refuges suitable for the species providing protection from predators (eg. complex rock stack), or long-term predator control;
2. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
3. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox: <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
4. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of any pit-fall traps must be perforated to allow drainage of water.
5. The Authority Holder must ensure all live capture traps (e.g. pit-fall traps and G-minnow traps) are checked at least every 24 hours.
6. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
7. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
8. The Authority Holder is permitted to kill wildlife provided all reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.
9. If any lizards are injured as part of the Authorised Activity, the Authority Holder shall contact a suitably qualified herpetologist to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured animal(s) only on recommendation of the qualified herpetologist.

10. Any lizards found in the course of actions authorised in this Authority may be captured and handled for the purposes of identification, description and photography, and within sites directly affected by the works, for relocation out of harms way.
11. All machinery must be washed down prior to arrival on the worksite to prevent weed incursion, especially Juncus.
12. A qualified ecologist shall be engaged to check, and relocate if necessary, any lizard species found on any of the proposed drill sites.
13. Artificial Cover Objects (ACOs) are to be established around the footprint perimeter.
14. Contractors of MBC or OPUS may be utilised to undertake the Authorised Activity but must be suitably qualified for the particular species.
15. Any kiwi searches that may be required will be undertaken by 'With a Nose for Conservation' approved handlers and dogs.
16. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.
17. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to permissionshamilton@doc.govt.nz citing Authority Number 68010-FAU. These reports must be submitted by 01 July each year, and contain the following information:
 - Species
 - Location of species
 - Date
 - What was done with species
18. A new termination clause 9.1 (c) is added to Schedule 2, to read as follows: "Or for any other reason that the Grantor may decide".
19. If drilling activities are planned to be undertaken during the roroa breeding season (July - February inclusive) a minimum of one dog survey for nesting roroa must be completed per breeding season prior to works commencing that have the potential to disturb birds, at sites where the habitat is capable of providing roosting habitat for roroa.
20. Dog surveys over sites must be conducted in a systematic way so as to meet the objective of determining areas used by roroa and of identifying any roost sites. These searches should include a buffer area of 50m of adjoining habitat to ensure any birds nesting close to the site are also located.
21. Unless otherwise stated in this authorisation, all kiwi work authorised by this authority must be undertaken using the standards outlined in the Kiwi Best Practice Manual (Robertson & Colbourne 2003).

22. Roroa may be surveyed, monitored and managed using dog survey and standard Bank of New Zealand Operation Nest Egg (“BNZONE”) protocol.
23. Only personnel approved by the Grantor based on qualification and experience must be authorised to undertake roroa dog survey and egg and chick recovery.
24. Grantor approval of dog teams must be dependant on the dog and handler being fully certified through the Department’s species dog certification process and on the dog and handler’s ability for the task.
25. Grantor approval of roroa surveyors must be dependant on people having sufficient experience of surveying for roroa.
26. Grantor approval of personnel to collect and transport eggs and young must be dependent on people having attended the “Egg handling for BNZ Operation Nest Egg” course and/or sufficient experience of egg and chick lifts.
27. All surveys must include a buffer area out to a distance of 50m from the edges of the site to be disturbed.
28. All burrows detected in the survey must be physically marked and mapped in such a way that they can be easily relocated and all roroa sign detected, including positive scent, probe marks, footprints, roosting and nesting birds must be recorded.
29. Every burrow detected in the survey must be checked for nesting activity by roroa surveyors as close as possible to, but no more than two weeks prior to any works commencing.
30. Where exceptional circumstances exist and on agreement of the Grantor, the two-week maximum specified at 29 above may be varied.
31. If a roroa and/or roroa nest or shelter is found within any area to be disturbed by any works, the location of the proposed disturbance must, where practical, be moved at least 50m.
32. If nesting roroa, eggs or chicks are found, and activities cannot be moved at least 50 m away from roroa or roroa nests, no activities shall be undertaken until after the breeding season (July-February inclusive)
33. All other roroa detected in burrows immediately prior to habitat disturbance, that are directly in harms way, must be either disturbed/encouraged to move out of the area and shepherded to safe ground.

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