



Lake Kaniere Community

Community Agreement pursuant to section 53(2)(i) Conservation Act 1987

AGREEMENT NAME:

This Agreement is made this 18th day of October 2024

PARTIES:

1. Lake Kaniere Community Association Incorporated (50092689 NZBN: 9429050280988)
(**'the Organisation'**)
2. **DIRECTOR-GENERAL OF CONSERVATION ('DOC')**

1.1.1

PREAMBLE

- A. The Department of Conservation Te Papa Atawhai (**'the Department'**) is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders. It also has a responsibility under section 4 of the Conservation Act 1987 to interpret and administer the conservation legislation to give effect to the principles of the Treaty of Waitangi to the extent that it applies to this conservation activity.
- B. To perform its functions, the Department wants to work with others, recognising that New Zealanders want to connect with, and contribute their expertise to restore and protect their unique natural environment, historic and cultural heritage.
- C. The purpose of **the Organisation** is to, amongst other things:
 - a. Conserve, promote and manage the common interests and welfare of the property owners at Lake Kaniere; and
 - b. Provide a means by which property owners at Lake Kaniere can work together, communicate and contact one another...
- D. The parties are entering this Agreement in a spirit of collaboration to make a difference for conservation. Under section 53(2)(i) of the Conservation Act 1987, DOC has the power to enter into agreements with individuals/groups/organisations.

THE PARTIES AGREE to work together as follows.

SPECIFICS OF AGREEMENT

Section A: What does the Organisation aim to achieve?

The **Organisation** aims to enhance and preserve the native flora and fauna around Lake Kaniere by removing weeds and trapping predators within parts of the Scenic Reserve.

Section B: Where is the Organisation undertaking the Activity?

Name and Location: Lake Kaniere

Land status: Scenic Reserve

Area: 72 ha

Legal description: Pt RES 1177

Map reference: Attached in schedule 3 below.

Section C: How long is this Agreement for?

5 Years. This Agreement starts on: 1 May 2024
and ends on: 1 May 2029

Right of renewal (a further 5 years subject to fully complying with this Agreement): YES

Final End Date: 2034

Section D: Are there any Special Conditions about how/where the Organisation does these activities?

Special Conditions for this Agreement are in Schedule 3 (including any specific health and safety matters).

Section E: The Activity

E.1 The Activity of the Organisation is:

- Predator control using traps targeting introduced mammalian predators (rodents, mustelids and possum).
- Minor vegetation cutting and marking to establish and maintain the trap network.
- Erecting signage related to the above.
- Hand control of weeds.

E.2 DOC's contribution to the Activity is: Technical advice and providing legal authority for the organisation's activity.

Section F

Consultation with whānau, hapū and iwi about the Activity:

F.1 The **Organisation** is mindful that whānau, hapū and iwi have a role as kaitiaki of natural and cultural resources on public conservation land and waters.

F.2(a) DOC will consult with whānau, hapū and iwi and/or the relevant post Treaty settlement governance entity where applicable.

F.2(b) DOC will provide advice and support to **the Organisation** to consult with whānau, hapū and iwi as appropriate.

F.3 DOC will advise **the Organisation** if any specific provision under a Treaty of Waitangi Partnership or Accord applies or if there are Treaty settlement obligations under a Deed of Settlement or Deed of Recognition with implications for the Activity.

F.4 Over and above the general value that the area holds to iwi, the holder of the Community Agreement must be aware of and respectful of two areas adjacent to their permitted site that are of particular interest. These are both recognised in the Ngai Tahu settlement Act 1988 and are as follows.

- The Lake Kaniere Statutory Recognition Area being the water and bed of lake Kaniere. This acknowledges the particular spiritual, historic and traditional association of the area.
- The Lake Kaniere Nohoana site being an approximately 1ha area of Scenic Reserve adjacent to the DOC campsite to which Nohoana entitlements apply.

Section G: What procedures, guides and standards apply to the Activity?

G.1 The **Organisation** must follow DOC's Standard Operating Procedures, guidelines, or standards listed below in Schedule 2.

G.2 (a) DOC will provide to, and discuss with, **the Organisation** the relevant sections of DOC's Standard Operating Procedures (SOPs), guidelines and standards that apply to the conduct of the Activity.

G.2(b) DOC will inform **the Organisation** of any new and updated SOP, guideline and standard during the term of this Agreement, and advise **the Organisation** if it will need to continue to follow the earlier version or change to the new version.

G.3 (a) The **Organisation** must take all reasonable care to avoid any impact on cultural heritage in their area of operation which includes (but is not limited to) historic sites and protected New Zealand objects.

G.3 (b) In the event that any cultural site and/or object/artefact is found on, in or under the land including kōiwi tāngata (human remains), toanga (artefacts/middens) or taiepa kōhatu (stone walls), work must cease immediately until further notice. The local DOC office must be informed immediately and all items left undisturbed.

Section H: Health and Safety

H.1 DOC will specify in the Special Conditions in Schedule 3 any:

- (i) place within the Site that is not covered by this Agreement;
- (ii) equipment or tools that must not be used except with DOC's prior written agreement.

Section I: What happens if the Organisation causes damage?

I.1 Where **the Organisation** can be covered by DOC's General Liability Policy for third-party personal injury and property damage **the Organisation** agrees to accept that cover and abide by the conditions outlined in this Agreement.

Section J: Staying in touch with each other

J.1 DOC and **the Organisation** will meet yearly around September to review progress with achieving the aims outlined in section A, or work plan if appropriate.

J.2(a) DOC and **the Organisation** have appointed the following persons to communicate on their behalf on all matters relating to this Agreement:

For the Organisation:

Name: Ian Anderson
Position: Secretary
Phone contact: 021332387
Postal Address: 12 Overdale Drive, Cashmere, Christchurch
Email: admin@lkca.nz

For DOC:

Name: Cielle Stephens
Position: Senior Ranger
Phone contact: 027 360 6750
Postal Address: 10 Sewell Street, Hokitika
Email: cstephens@doc.govt.nz

J.2(b) If the appointed representative for either party changes, the affected party will notify the other party of the change as soon as practicable.

J.3(a) In each year during the term of the Agreement, **the Organisation** will keep a record of the number of volunteer hours worked (including travel) involved in undertaking the Activity and will share the data collected with DOC.

J.3(b) **The Organisation** will also provide the following information requested by DOC:

Nil

J.3(c) DOC will use the information supplied under this provision by **the Organisation** in a report to Government on voluntary contributions to conservation.

GROUP/ORGANISATION

SIGNED for and on behalf of the
Lake Kaniere Community Association Incorporated:

By:


Therese Gibbens, Chairperson

Date: 18/10/24
Address: 17 Karoro Place, Greymouth
Phone number: +64 21 467 042
Email: therese.gibbens@tdda.com

DIRECTOR-GENERAL OF CONSERVATION

SIGNED by Tim Shaw, Operations Manager
Hokitika District, pursuant to an Instrument of
Delegation dated 9 September 2015 from the
Department of Conservation:



Date: 18/Oct/2024
Address: 99 Revell Street Hokitika
Phone number/email:
0272154582
tishaw@doc.govt.nz

Note: A copy of the Instrument of Delegation may be inspected at DOC's office at 18-32 Manners Street, Wellington

1.1.1.3
1.1.1.4 Schedule 2

STANDARD TERMS AND CONDITIONS

1 What activity has been authorised?

- 1.1 The **Organisation** is authorised to carry out the Activity (described in **Section E of Schedule 1**) in accordance with this Agreement, subject to any consents that may be required to undertake the Activity.
- 1.2 The **Organisation** will:
- (a) exercise reasonable skill, care and diligence in carrying out the Activity;
 - (b) take responsibility for the actions and omissions of its workers (including volunteers and contractors) and others who carry out the Activity under its direction and control;
 - (c) not commence the Activity until the Agreement has been signed by both parties and the safety plan has been reviewed and accepted by DOC in accordance with clause 6.6 of this Schedule.

2 Renewals

- 2.2 If **Section C of Schedule 1** provides for a right of renewal and if **the Organisation** has, in the opinion of DOC, complied with all the terms and conditions of this Agreement. DOC will offer **the Organisation** a renewal of this Agreement on the same terms or on any amended terms agreed between the parties (but excluding the right of renewal) for a further period agreed between the parties. DOC will provide three (3) months' written notice to **the Organisation** of the offer.
- 2.3 The **Organisation** may accept the offer of renewal in writing to DOC before the Agreement ends. In that case, the Agreement will be renewed and will then end on or before the Final End Date set out in **Section C of Schedule 1**.
- 3 What if things change?**
- 3.1 The **Organisation** must not transfer this Agreement to another party or allow another party to carry out the Activity without the prior written consent of DOC. DOC may choose to decline consent under this clause or grant consent subject to conditions.
- 3.2 Any change to the Activity or to the boundary of the Site will be subject to a prior Variation of Agreement at DOC's reasonable discretion.
- 4 What about protecting the environment?**
- 4.1 The **Organisation** must take every care to avoid damaging indigenous flora and fauna or the habitat of indigenous fauna when carrying out the Activity.
- 4.2 The **Organisation** must take every care not to transfer unwanted organisms such as weed seeds, pathogens or pests, such as Argentine ants and plague skinks (as listed under the Biosecurity Act 1993), when carrying out the Activity.
- 4.3 Except where permitted by this Agreement, the **Organisation** must ensure it does not:
- (a) cut down vegetation; or
 - (b) damage any natural feature or historic resource on the land; or
 - (c) light any fire on the Site;
- without DOC's prior written approval.
- 5 What about obligations and breaches of the Agreement?**
- 5.1 In conducting the Activity the **Organisation** must comply with all statutes, regulations, by-laws or other enactments, or any Conservation Management Strategy or Plan affecting or relating to the Site and facilities or affecting or relating to the Activity as well as the procedures, guidelines and standards set out in **Section G of Schedule 1** and all other reasonable notices and directions of DOC. DOC may in his/her discretion appoint a person to monitor and review compliance of these requirements.
- 5.2 A breach by the **Organisation** of any provision referred to in clause 5.1 of this Schedule is deemed to be a breach of this Agreement.
- 5.3 If the **Organisation** breaches clause 5.1 of this Schedule, in any way that is not insignificant in DOC's view, DOC will give notice to **the Organisation** of the breach and provide a reasonable opportunity for **the Organisation** to remedy it.
- 5.4 If there is no proof of the **Organisation** working to remedy the breach DOC may choose to fix the breach after giving notice to the *Lake Kaniere Community Group*.

- 5.5 DOC will advise **the Organisation** of what DOC's reasonable cost to fix the breach is and **the Organisation** must pay that sum to DOC unless **the Organisation** can show to DOC's satisfaction that there are special circumstances as to why DOC should either waive or reduce that sum.
- 6 **How will the Organisation address Health and Safety?**
- 6.1 The **Organisation** must carry out the Activity in a safe and reliable manner to provide and maintain, as far as is reasonably practicable, a safe working environment for its members and other persons (including any employees, volunteers and contractors) while carrying out the Activity.
- 6.2 DOC and **the Organisation** are committed to working together to ensure, so far as reasonably practicable, that safety hazards and risks related to the Activity are identified, assessed and managed.
- 6.3 Each party must notify the other of any adverse natural event, hazard or activity on the Site or the surrounding area of which it becomes aware during the term of this Agreement which may affect **the Organisation's** activities or public safety on the Site.
- 6.4 The **Organisation** must appoint a spokesperson or persons with whom DOC will communicate on all health and safety matters relating to the Activity.
- 6.5 The **Organisation** must:
- (a) ensure that its members (and any contractors), agents, and invitees are competent and physically able to carry out the work and receive appropriate training before carrying out the Activity.
 - (b) ensure that all contracts between **the Organisation** and any contractor contains, at a minimum, the same requirements as clauses 5.1 and 6.6 of this Schedule.
 - (c) unless otherwise agreed, take on-site responsibility for the safety of members and the public while carrying out the Activity.
- 6.6 The **Organisation** must:
- (a) prepare, and provide to DOC, a safety plan which meets the Department's requirements relating to the Activity.
 - (b) not start the Activity until DOC has reviewed and accepted the safety plan.
 - (c) schedule an annual review of its safety plan, and if it makes any amendments ensure these are reviewed and accepted by DOC. This review is in addition to any review that DOC requires under clause 6.8 of this Schedule.
- 6.7 DOC will:
- (a) check and provide advice to help **the Organisation** complete or improve its safety plan;
 - (b) support **the Organisation** to be able to identify and manage risks associated with the Activity where the Activity is on public conservation land.
- 6.8 If, either in the opinion of DOC, or if **the Organisation** notifies DOC of a safety incident or risk on the Site, circumstances warrant a review of the safety plan, **the Organisation** must review the safety plan and, DOC must, where appropriate, review and decide whether to accept it.
- 6.9 The **Organisation** must record and report to DOC any significant event, such as a death or an injury which requires immediate hospitalisation, any near misses with the potential for a fatality or serious injury, within 24 hours of its occurrence and within 3 days for a less serious incident.

7 What if the Organisation causes damage?

7.1 DOC's General Liability Insurance Policy covers **the Organisation** for third-party personal injury and property damage associated with all or part of the Activity it carries out on the Site if:

- (a) The **Organisation** has a safety plan in place for the Activity accepted by DOC in accordance with clause 6.6 of this Schedule and the Lake Kaniere Community Group, its contractors, clients and invitees, comply with DOC's Standard Operating Procedures and guidelines and standards listed in **Section G of Schedule 1** and the safety plan accepted by DOC when carrying out the Activity.

OR

- (b) The Lake Kaniere Community Group, its contractors, clients and invitees follow their own operating procedures and safety plan accepted by DOC.

7.2 Where **the Organisation** has its own insurance cover:

- (a) The **Organisation** will indemnify DOC against all claims, action, losses and expenses of any nature by any person arising from **the Organisation** conduct of the Activity.
- (b) The **Organisation** has no responsibility or liability for costs, loss or damage arising from any act or omission or lack of performance by DOC or any contractor or supplier or employee or agent of DOC.
- (c) The two parties must review the insurance cover as part of the annual monitoring and reporting provided for in **Section I of Schedule 1**, and if necessary, DOC may require **the Organisation** to alter the amount and/or type of insurance or to take out additional insurance.

8 When can the Agreement be suspended?

8.1 DOC may suspend this Agreement in whole or in part where:

- (a) in DOC's opinion, there is a temporary risk to public safety or to any natural or historic resource, however arising; or
- (b) there has been a serious breach of the terms of this Agreement.

8.2 DOC may lift any suspension under clause 8.1 of this Schedule, in any of the following circumstances, when DOC decides (a) any risk to public safety or natural and historic resources caused by:

- (a) a natural event or activity has been remedied or mitigated;
- (b) any activity of **the Organisation** has been eliminated, remedied or mitigated by the Lake Kaniere Community Group;
- (c) **the Organisation** has rectified, remedied or mitigated any serious breach of this Agreement to DOC's satisfaction.

9 When can the Agreement be ended?

9.1 The **Organisation** may surrender this Agreement, either in whole or in part, with 14 days' written notice to DOC subject to any conditions DOC considers reasonable and appropriate.

9.2 DOC may end this Agreement either in whole or in part by 14 days' written notice to **the Organisation** or such sooner period as appears necessary and reasonable to DOC where:

- (a) **the Organisation** breaches any term of this Agreement that, in DOC's opinion, is capable of being rectified; and DOC has notified **the Organisation** of the breach; and **the Organisation** does not rectify the breach within 14 days of receiving notification, or such other time as specified by DOC; or
 - (b) **the Organisation** breaches any terms of this Agreement and in the opinion of DOC the breach is not capable of being rectified; or
 - (c) **the Organisation** ceases to conduct the Activity, or conducts it in a manner unacceptable to DOC; or
 - (d) where **the Organisation** is convicted of an offence under legislation affecting or relating to the Site or Activity.
- 9.3 DOC may end this Agreement immediately without notice where:
- (a) any of the events leading to a suspension of the Agreement under clause 8 of this Schedule cannot be remedied to DOC's satisfaction; or
 - (b) there is, in DOC's opinion, a permanent risk to public safety or to the natural and historic resources of the Site.
- 9.4 Notwithstanding any ending of this Agreement, any party who breaches the Agreement remains liable for the breach.
- 10 **What if the parties have a dispute?**
- 10.1 The parties will try to settle any dispute arising from this Agreement by full and frank discussion and negotiation or, if necessary, any other informal means for resolving it without harming any other rights they may have.
- 11 **What is the relationship of the parties?**
- 11.1 The parties agree to work together and, subject to the terms of this Agreement, to co-operate with each other in the carrying out of the Activity on the Site.
- 11.2 Nothing expressed or implied in this Agreement is to be construed as:
- (a) Constituting the parties as partners (in terms of the Partnership Act 1908), joint venture or agency.
 - (b) Giving **the Organisation** any right of exclusive occupation or use of the Site.
 - (c) Granting any ownership or interest in the Site to **the Organisation**.
 - (d) Affecting the rights of DOC and the public to have access across the Site.
- 12 **Power, Rights and Authorities**
- All powers, rights and authorities of DOC under this Agreement and any notice required to be given by DOC may be exercised and given by DOC or any officer, employee or agent of DOC.
13. **The Law**
- 13.1 This Agreement is governed by, and to be interpreted in accordance with, the laws of New Zealand.

SPECIAL CONDITIONS

Animal Pest trapping:

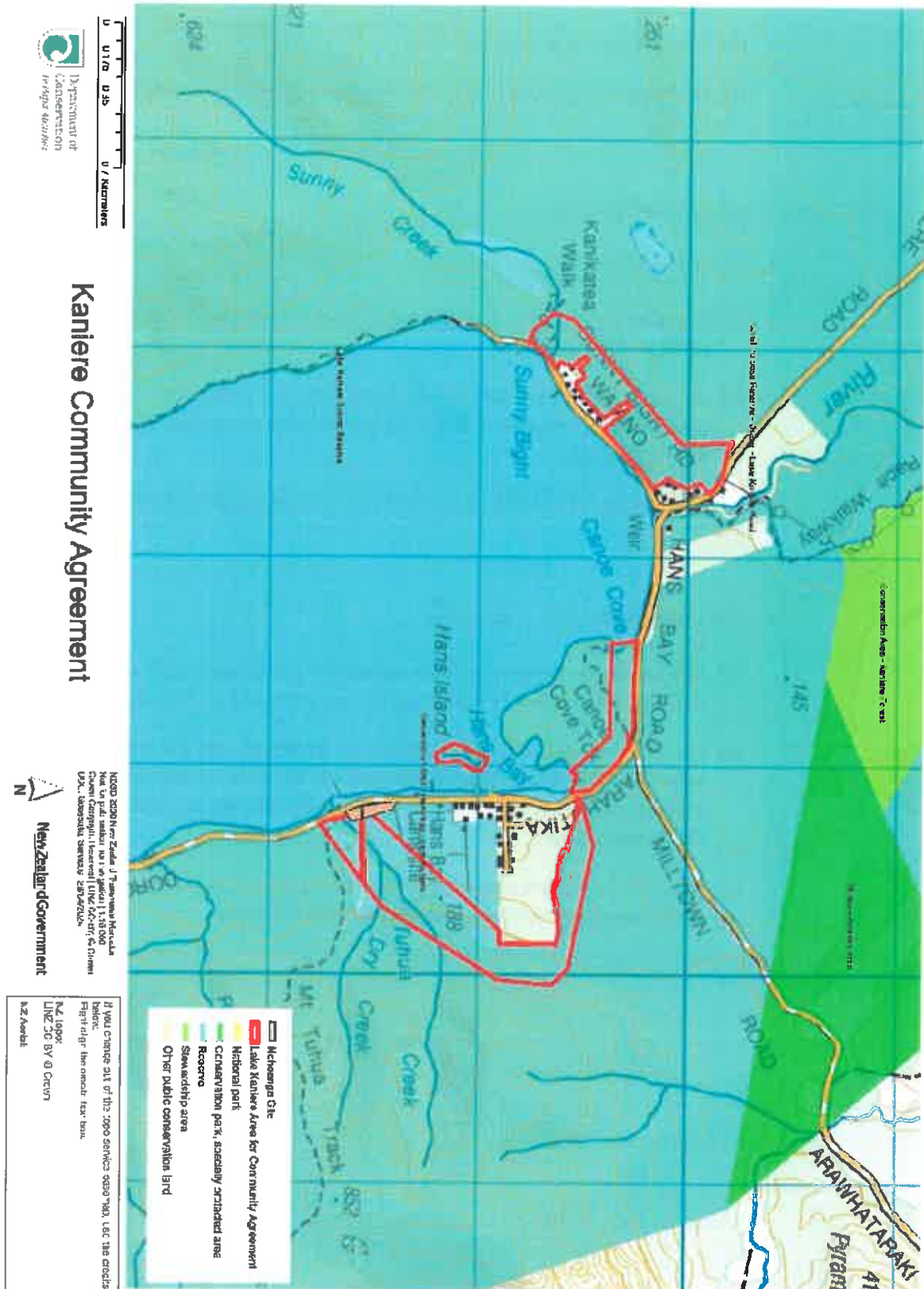
1. The **Organisation** must ensure that:
 - (a) All animal pest trapping operations are in line with the best practice standards of the Department as listed in the [Practical Guide to Trapping](#) document provided (Section 6). In addition to this
 - All persons undertaking trapping operations are to be shown correct procedures by the Health and Safety Officer
 - All "Good Nature" A24 and A12 traps have parrot (kea) and ground bird (weka) excluders and set to the appropriate standards to avoid accidental by kill of native species. All DOC200 boxes have steel baffles ends rather than mesh to exclude curious birds.
 - Any other proposed trap types should be decided upon with the consultation of the Department, particularly regarding kea and weka exclusion.
 - Signs are to be placed in appropriate places to alert members of the public to trapping operations. These signs are usually located at the track entrance points.
 - Trap results should be entered into the TrapNZ database.

Biosecurity:

2. The **Organisation** must ensure that whilst undertaking the authorised activity:
 - (a) Care is taken not to transfer unwanted organisms
 - (b) All equipment to be clean and weed free.
 - (c) Monitor for weed establishment and control any new infestations.

Weed control:

3. The **Organisation** must ensure that whilst undertaking the authorised activity:
 - (a) Any use of herbicide is to be undertaken with a person with a "Growsafe" certificate issued within 5 years.
 - (b) All users are to be Approved Handlers or under the supervision of one.



- (c) Correct PPE to be worn while using herbicide, as recommended by the manufacture or herbicide label.
- (d) Warning signs when work on PCL.
- (e) Notify the Department of any new incursions of invasive weeds.

Track Construction and Maintenance:

4. The **Organisation** must ensure that:

- (a) Any track construction is permitted only for biodiversity tracks for the purpose of servicing trap lines.
- (b) All track construction and maintenance are to be undertaken with hand tools only. Pruning vegetation is permitted, but not vegetation clearance or any earthworks.
- (c) Any historic features found are not to be disturbed and to be left in situ.

Other:

5. The **Organisation** must ensure that:

- (d) Any activity or methodology not specifically authorised and or not planned for in the Health and Safety plan, must not occur without grantor authorisation
- (e) Use of motorised machinery (chainsaws, scrub bars etc) and helicopters is not authorised by this agreement. Requests can be made for the use of these on a case-by-case basis. Approval can only be provided by the grantor where doc standards are met
- (f) Requests for and granting of authorisation of activities or methodologies outside of this agreement must be recorded in writing via email.