



Department of Conservation
Te Papa Atawhai

COMMUNITY AGREEMENT

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

AGREEMENT NAME: Hawksbury Lagoon Community Agreement

This Agreement is made this 24th day of December 2021

PARTIES:

1. Hawksbury Lagoon Incorporated Society ('the Organisation')
2. Director-General of Conservation ('DOC') or ('the Department')

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. Hawksbury Lagoon Incorporated are a local place-based conservation organisation with a well-established historical connection with Hawksbury Lagoon. In 2012 a Memorandum of Understanding (MOU) [DOC-2603200](#) was established between the organisation, DOC, the Dunedin City Council and the Waikouaiti Maori Reserve Trustees. This Community Agreement

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replaces the MOU with the Department and authorises 'the activity' as set out in Section E of this agreement.

- 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.

Schedule 1

SPECIFICS OF AGREEMENT

Section A: What does the Organisation aim to achieve?

The Organisation wishes to carry out conservation work relating to Hawksbury Lagoon Wildlife Refuge such as:

- Native planting using locally sourced native plants for each zone guided by the Ecological Management Plan (EMP) for Hawksbury Lagoon, Waikouaiti 2009 prepared by Wildland Consultants EMP - [DOC-6363576](#) – [Hawksbury Website Link](#)
- Weeding of targeted pest plant species as per the EMP for each zone.
- Trapping of mammalian pest species.
- Cutting and maintaining of vegetation near walkways.
- Advocacy via signage, website and flyers.
- Geese control via egg pricking
- Water monitoring via installed scientific equipment.

Section B: Where is the Organisation undertaking the Activity?

Name and Location: Hawksbury Lagoon Wildlife Refuge Government Purpose Reserve - Waikouaiti

Land status: Protected Area

Area: 64.5250 ha

Legal description: s.22 – Government Purpose Reserve

Map reference: NZTM: 1,418,626 - 4,947,307

Excludes: Matainaka Fishing Reserve

See Appendix 1(a)

Section C: How long is this Agreement for?

This Agreement starts on: 24/12/2021

and ends on: Five Years from above date

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Right of renewal (subject to fully complying with this Agreement): YES

Final End Date: (24/12/2026)

Section D: Are there any special conditions about how/where Organisation does these activities?

The Special Conditions are outlined in schedule 3.

Section E: The Activity

E.1 The Organisation is authorised to carry out the following activities:

Native Planting:

- Planting of appropriate, locally sourced, native species in zones identified in the EMP.

Pest Management - Flora:

- Weed pest plant species as appropriate in each zone per the EMP.

Pest Management - Fauna:

- Use of DOC100, 200 and 250 Kill traps to control pest species.
- The Organisation is responsible for all monitoring, reporting and associated activities using the online site Trap.nz.

Track maintenance:

- Clear overhanging vegetation which presents a hazard with hand tools.
- Report severe degradation and compromised tracks to DOC.

Installation of signage:

- Consultation and submission of plans required with DOC prior to installation.

Track construction:

- Any track construction requires consultation and authorisation by DOC.

Community group/University/Iwi work-days:

- Provide a Health and Safety briefing and monitor volunteers as per the organisation's Health and Safety Plan.

Species Monitoring

- Monthly bird counts under the supervision of an expert ornithologist

Canada and Feral Geese Egg Pricking

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E.2 DOC's contribution to the Activity is:

- Technical expertise when requested and provided as per resource availability.
- Increase exposure to Hawksbury Lagoon via information on the DOC website under volunteer opportunities and Hawksbury Lagoon information.
- Advise the group of any DOC activity planned for the site and any adverse natural event on the site that DOC becomes aware of during the term of this agreement.
- Maintenance of grass/weeds on the causeways.
- Maintenance of the assets identified in Appendix 1(b): 3 signs, 1 bridge structure.

E.2 Both parties agree to:

Meet on site at least once a year to discuss issues of mutual interest, opportunities, work planning.

If matters arise that may be of interest to either Party, the contact person designated by each party is to be informed. That person should develop an effective working relationship with the other Party.

Undertake a hand-over if the contact person changes for either Party to ensure the new person fully understands the activities under this Agreement and can quickly settle into the role.

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) The Department acknowledges the role of Greg Kerr on the Hawksbury Lagoon Committee as the representative for Kāti Huirapa ki Puketeraki and the Maori Fishing Reserves trust. The Department offers its services to 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.

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

G.1 The Organisation must either follow DOC's Standard Operating Procedures, guidelines or standards communicated to it by DOC or may follow its own operating procedures that have been approved by DOC.

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.2 (c) The following operating procedures, guidelines or standards apply to the Activity being undertaken by the Organisation on the Site.

Planting

- Planting is carried out in accordance with the EMP. Of particular note - *"Use species that will not require large amounts of maintenance to keep the walkway open. Leave gaps at top of the causeway unplanted so that views are retained."*
- Flax, toi toi or cabbage trees are not to be planted on the causeway beside the track.

Predator Trapping

- Traps are to be used in accordance with the Department of Conservation 'Best Practice' documents (refer to *Trapping Best Practice – for Community Agreements, available on request*)
- The placing and use of the following traps for non-native predators are authorised: DOC 150/200/250s.
- Carcasses or offal must be disposed of at least 50m from public tracks, any building, picnic area, campsite or running water.
- Use of temporary, removable, or biodegradable markers must be used to mark trap lines and locations. An acceptable alternative is that an up-to-date map detailing the trap locations is made readily available to the organisation and DOC.
- Signs/interpretation boards that explain presence of predator control and the associated tracks will be erected at locations marked on site-specific maps, agreed to by DOC prior to installation of signage.

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Weed control

- Any application of herbicide spray must be undertaken, in accordance with the Otago Regional Council Air Plan, by an approved GrowSafe herbicide handler (NZS 8409:2004 Management of Agrichemicals).
- Any application of herbicide gel is approved in accordance with the manufacturer’s label instructions.
- Any cutting of vegetation is to be with the use of hand tools if possible to minimise health and safety risks, environmental risks, and disturbance.

Egg Pricking

- Ensure that the nest is correctly identified as belonging to Canada/Feral Geese.
- Any offal is to be disposed of discretely and a suitable distance away from tracks and areas frequented by the general public.

General

- Leave No Trace (www.leavenotrace.org.nz)
- Ministry for Primary Industries Check, Clean, Dry cleaning methods to prevent the spread of Didymo (www.biosecurity.govt.nz/didymo)
- Tracks and Outdoor Visitor Structures SOP (Standards New Zealand)

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 Hawksbury Lagoon society 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 to review progress with achieving the aims outlined in section A, or work plan if appropriate.

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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: Ruth Ferguson
Position: Chairperson
Phone contact: 0211130719
Email: risabelfe@gmail.com

For DOC:

Name: Ben Davies
Position: Ranger - Community
Phone contact: 03 477 0677
Postal Address: Level 1 John Wickliffe House
Email: dunedinoffice@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 The Organisation will also provide the following information requested by DOC:


N/A

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

Organisation
Hawksbury Lagoon Incorporated:

by Ruth Isabel Ferguson


Date: 24 December 2021
Phone number: 0211130719
Email: risabelfe@gmail.com

DIRECTOR-GENERAL OF CONSERVATION

SIGNED by Elizabeth Anne Wallace, Operations Manager, Coastal Otago District pursuant to an Instrument of Delegation dated 9 September 2015 from the Department of Conservation:


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Date: 24 December 2021
Address: Level 1 John Wickliffe House, 265 Princes Street, Dunedin
Phone number: 03 477 0677

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Note: A copy of the Instrument of Delegation may be inspected at DOC's office at 18-32 Manners Street, Wellington 6011.

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.

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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 Hawksbury Lagoon Incorporated.
- 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.

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- 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 Hawksbury Lagoon Incorporated'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. Safety Plan - [DOC-6479582](#)
 - (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:

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- (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 Organisation, 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.

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 Organisation;
- (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

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(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.

Schedule 3

Special Conditions:

- No chainsaw use – per the Health and Safety Plan - [DOC-6479582](#)

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Appendix 1(a)

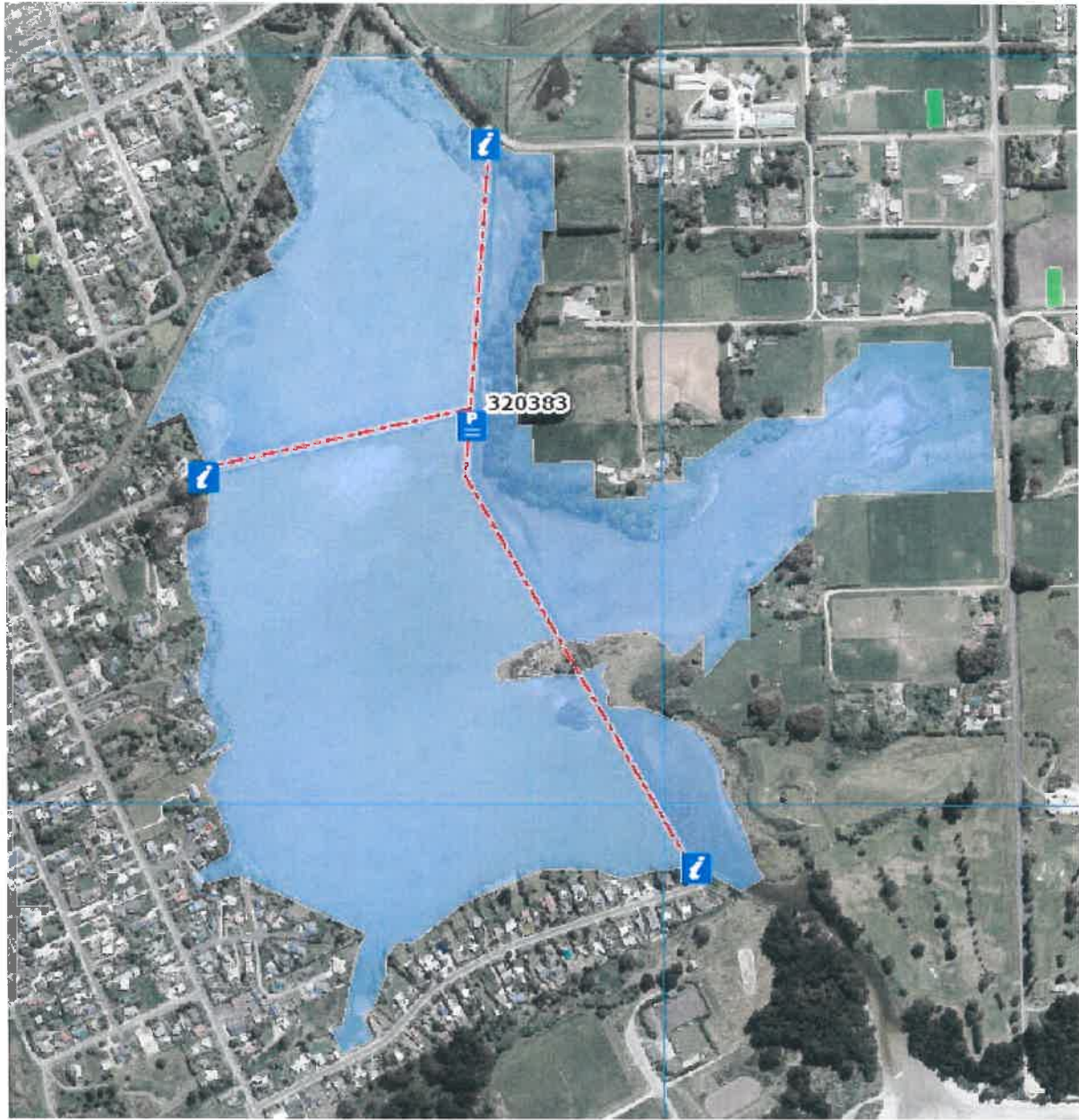


Above: Hawksbury Lagoon Wildlife Refuge Government Purpose Reserve (blue)

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Appendix 1(b)



Key



Sign



Bridge

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