



Whangapoua Community Association Community Agreement

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

AGREEMENT NAME: Whangapoua Community Association

This Agreement is made 25th May 2025

PARTIES:

1. Whangapoua Community Association ('the Group')
2. DIRECTOR-GENERAL OF CONSERVATION ('DOC' / '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. The mana whenua of the lands associated with this agreement are Ngāti Hei and Te Patukirikiri and Ngāti Huarere ki Whangapoua. As per the Deed of Settlement between the Crown and Ngāti Hei, Opera Point Historic Reserve will be jointly vested as undivided half shares in Ngāti Hei and Te Patukirikiri as a historic reserve.
- D. Opera Point Historic Reserve is a twenty-five hectare volcanic headland situated at the south-eastern end of Whangapoua beach on the Coromandel Peninsula. Opera Point is a significant cultural and archaeological landscape, reflected in its identification as an historic reserve. There are three recorded pa sites and a number of midden and kainga sites in the reserve evidencing its long occupation by Māori. There are also the remains of a 19th century sawmill, brickworks and tramway. The area will also contain archaeological evidence of houses and the use of the area by mill workers who lived on the point.

- E. The Opera Point Partnership (OPP) is a community partnership involving the Whangapoua Community Association (WCA), Department of Conservation (DOC), local Iwi and other interested entities; to preserve and enhance Opera Point for residents and visitors.
- F. WCA is aware of the central role of Ngāti Hei and Te Patukirikiri as the Treaty Partners in Opera Point and is desirous of engaging with these two Iwi to progress the objective of the OPP. WCA is also working with local iwi, and mana whenua Ngāti Huarere, Thames Coromandel District Council (TCDC), Waikato Regional Council (WRC), and the Te Rerenga School, on matters relevant to Opera Point.
- G. 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/Groups.

THE PARTIES AGREE to work together as follows.

Schedule 1

SPECIFICS OF AGREEMENT

Section A: What does the Group aim to achieve?

The Whangapoua Community Association aims to preserve and enhance Opera Point Historic Reserve as a safe and attractive destination for residents and visitors to explore the heritage/archaeological features, protect the conservation values and enjoy the recreational opportunities that it provides. The preservation and enhancement of Opera Point has several objectives, including:

- Support maintenance of the existing walking tracks to provide safe access across the summit and to the harbour beaches.
- Increase and protect the native bird population by a sustained predator control programme targeted at feral cats, rats, stoats, ferrets and possums.
- Removal of any overmature pine trees that could topple causing damage to archaeological features, the tracks and the navigation channel.
- Plan control to mitigate against non-native species such as the smaller wildling pines, woolly nightshade, ginger, agapanthus and blackberry.

Section B: Where is the Group undertaking the Activity?

Name: **Opera Point Historic Reserve**

Legislation: **Reserves Act 1977**

Section: **s.19 – Historic Reserve**

Area (ha): **24.67**

Map reference: **NaPALIS ID – 2795208**

Settlement Title: **Statutory Acknowledgement Ngāti Hei OTS-100-34**

*Opera Point Historic Reserve will be jointly vested as undivided half shares in Ngāti Hei and Te Patukirikiri as a historical reserve.

Section C: How long is this Agreement for?

This Agreement starts on: **25th May 2025**
and ends on: **25th May 2028**

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

Final End Date: **25th May 2031**

*This Agreement will be superseded if Treaty settlement occurs prior to the end date of this Agreement.

Section D: Are there any Special Conditions about how/where the Group 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 Group is:

- Track maintenance: to provide safe access for track users.
- Predator control: trapping and baiting to protect native bird population. The OPP Pest Management Plan - 2025, developed by WCA, forms Attachment B of this Community Agreement.
- Pine control (by pre-approved contractor): removal of hazardous pine trees and trees that may harm archaeological features within the reserve. The OPP Pine Management Plan - 2025, developed by WCA, forms Attachment D of this Community Agreement.
- Weed control: using hand pulling, herbicide gels, hand or battery reciprocating saws. The OPP Weed Management Plan - 2025, developed by WCA, forms Attachment C of this Community Agreement.
- Heritage: Support the work of mana whenua and the Department of Conservation to protect the heritage values of the site.
- Visitor experience: Support the work of the Department of Conservation to maintain the recreational infrastructure to provide safe access for the community and visitors.

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

- Technical advice and support where appropriate.
- Provide relevant SOP's and /or guidelines.
- Pre-authorisation on a Department approved contractor to complete any chainsaw work or tree felling.

Section F: Consultation with whānau, hapū and iwi about the Activity

F.1 The Group 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 Group will consult with whānau, hapū and iwi for operational matters regarding to the Activity.

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

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

F.3 DOC will advise the Group 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.

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

G.1 The Group must follow DOC's Standard Operating Procedures, guidelines, or standards listed below:

Track Maintenance:

The Opera Point track standard is classed as a Short Walk and will be maintained to this standard within NZ Track Standards. Any maintenance on structures needs to be communicated to and authorised by DOC.

- <https://www.standards.govt.nz/shop/snz-hb-86302004>

Trapping:

- Guide for mustelids, rats and possums -
<https://www.doc.govt.nz/globalassets/documents/conservation/threats-and-impacts/pf2050/pf2050-trapping-guide.pdf>
- Current agreed best practice:
 - Feral cats (doc-7487848)
 - Mustelids (doc-7487862)
 - Possums (doc-7487883)
 - Rats (doc-7487844)

Animal pest monitoring:

- [Animal pests' inventory and monitoring: Modules for biodiversity inventory and monitoring \(doc.govt.nz\)](#)
- [How to monitor possums: Predator Free 2050 \(doc.govt.nz\)](#)
- [How to monitor rats and stoats: Predator Free 2050 \(PF2050\) \(doc.govt.nz\)](#)

Weed Control:

- Community Group Herbicide Use Guidelines (DOC-7701263)

G.2 (a) DOC will provide to, and discuss with, the Group 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 Group of any new and updated SOP, guideline and standard during the term of this Agreement, and advise the Group if it will need to continue to follow the earlier version or change to the new version.

G.3 (a) Archaeological sites are protected under the provisions of the Heritage New Zealand Pouhere Taonga Act 2014. It is a legal requirement to obtain appropriate authorities for any activity that may physically impact on archaeological sites. The Community Group must take all reasonable care to avoid any impact on cultural heritage in their area of operation which includes (but is not limited to) archaeological 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 tangata (human remains), taonga (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.

The OPP Health and Safety Plan - 2025, developed by WCA, forms Attachment A of this Community Agreement.

Section I: What happens if the Group causes damage?

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

Section J: Staying in touch with each other

1. J.1 DOC and the Group will meet every 6 months to review the work plan and progress with achieving the aims outlined in section A.

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

For the Group:

Name: **Colin McKenzie**

Position: **WCA Committee Member, Opera Point Liaison**

Phone contact: **021 822 139**

Email: colin.mckenzie.nz@gmail.com

For DOC:

Name: **Cheyenne Walmsley**

Position: **Ranger, Community**

Phone contact: **027 279 6826**

Postal Address: **Whitianga Field Base, PO Box 276, Whitianga 3542**

Email: cwalmsley@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 Group 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 Group will also provide the following information requested by DOC:

- Information from the Group's activities on Public Conservation Land including trapline locations, trap types, trap catch data, pest and native species monitoring.
- A 6-month work plan outlining the Groups aspirations will be provided when the Group meets with DOC every 6 months. The purpose of the workplan is to understand whether the proposed work may cause any ground disturbance to the land. This work plan will help DOC make recommendations or encompass any of the Groups work within Authority Request's with Heritage New Zealand (HNZ) if applicable. Any ground disturbance such as tree pulling, planting or installing signs requires sign-off from DOC and may require HNZ approval, as the entire Opera Point reserve is an archaeological landscape. An archaeological management plan should be included in the Group's workplan.

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

GROUP

SIGNED by Whangapoua Community Association
by Kellie Daly, Chairperson:



Kellie Daly, Whangapoua Community Association
Chairperson

Date: 15/5/25

Address: 38A Bay Road, St Heliers, Auckland 1071

Phone: 0274 754 017

Email: kelliedaly@hotmail.com

DIRECTOR-GENERAL OF CONSERVATION

SIGNED by Nick Kelly, Operations Manager
pursuant to an Instrument of Delegation dated
9th September 2015 from the Department of
Conservation:



Nick Kelly, Operations Manager

Date: 16/05/2025.

Address: PO Box 276, Whitianga, 3542

Phone: 027 540 6165

Email: nkelly@doc.govt.nz

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

Schedule 2

STANDARD TERMS AND CONDITIONS

1 What activity has been authorised?

- 1.1 The Group is authorised to carry out the Activity (described in **Section E of Schedule 1**) in accordance with this Agreement, subject to any consenting requirements that may be required to undertake the Activity.
- 1.2 The Group 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 Group has, in the opinion of DOC, complied with all the terms and conditions of this Agreement. DOC will offer the Group 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 Group of the offer.
- 2.3 The Group 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 Group 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 Group 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 Group 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 Group 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 Group 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 Group 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 Group breaches clause 5.1 of this Schedule, in any way that is not insignificant in DOC's view, DOC will give notice to the Group of the breach and provide a reasonable opportunity for the Group to remedy it.

5.4 If there is no proof of the Group working to remedy the breach DOC may choose to fix the breach after giving notice to the Group.

5.5 DOC will advise the Group of what DOC's reasonable cost to fix the breach is and the Group must pay that sum to DOC unless the Group 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 Group address Health and Safety?

6.1 The Group 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 Group 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 [Group's/Group's] activities or public safety on the Site.

6.4 The Group must appoint a spokesperson or persons with whom DOC will communicate on all health and safety matters relating to the Activity.

6.5 The Group 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 Group 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 Group 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 Group complete or improve its safety plan;
 - (b) support the Group 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 Group notifies DOC of a safety incident or risk on the Site, circumstances warrant a review of the safety plan, the Group must review the safety plan and, DOC must, where appropriate, review and decide whether to accept it.
- 6.9 The Group 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 Group causes damage?**
- 7.1 DOC's General Liability Insurance Policy covers the Group 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 Group has a safety plan in place for the Activity accepted by DOC in accordance with clause 6.6 of this Schedule and the 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 Group, its contractors, clients and invitees follow their own operating procedures and safety plan accepted by DOC.
- 7.2 Where the Group has its own insurance cover:
 - (a) The Group will indemnify DOC against all claims, action, losses and expenses of any nature by any person arising from the [Group's/Group's] conduct of the Activity.
 - (b) The Group 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 Group 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 Group has been eliminated, remedied or mitigated by the Group;
- (c) the Group 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 Group 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 Group or such sooner period as appears necessary and reasonable to DOC where:

- (a) the Group breaches any term of this Agreement that, in DOC's opinion, is capable of being rectified; and DOC has notified the Group of the breach; and the Group does not rectify the breach within 14 days of receiving notification, or such other time as specified by DOC; or
- (b) the Group breaches any terms of this Agreement and in the opinion of DOC the breach is not capable of being rectified; or
- (c) the Group ceases to conduct the Activity, or conducts it in a manner unacceptable to DOC; or
- (d) where the Group 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 Group any right of exclusive occupation or use of the Site.

(c) Granting any ownership or interest in the Site to the Group.

(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

Advertising and Media (including social media)

- The use of any Promotional material must acknowledge this Community Agreement with the Department.
- The DOC logo must not be used without prior approval from the Department.
- The Group must consult with the Department for approval regarding advertising signs.
- The Group is to have regard to views of iwi, hapū and whānau as appropriate.
- The Group is authorised to make media releases for the purposes of informing the public about key conservation messages and Group outcomes.
- The Group should avoid the use of social media if threatened/endangered species are at risk.
- Media releases are to acknowledge the contribution of both parties where applicable.

Animal Pest Control

- In the event of the project's cessation, the Group will be responsible for removing all traps deployed in the project area unless the Department or another group agrees to take over ownership.
- Note that vertebrate toxin use requires a separate authorisation which falls outside of the scope of this agreement.
- AT220 traps used for pest control must utilise the built-in daytime lockout function so that the traps are only active at night, for the safety of visitors accessing the site.

Biosecurity

- Equipment is to be clean and weed free.

Contractors

- Any contractors engaged will be required to have approval from the Department and have their own Health and Safety plans.

Power Tools and Machinery

- The use of power tools and machinery are not authorised by this Agreement unless the DOC Contact has been consulted, and the activity is approved. Any person carrying out the activity must be trained with the relevant qualifications, or a suitably qualified contractor is engaged by the Group pursuant to Schedule 1, E1.

- Any contractor engaged, after consultation with the Department, is subject to the conditions of Schedule 2 – 6.5(b).

Chainsaws

- This agreement does not permit the use of chainsaws, without the prior consultation and approval from the Department. The Group must consult with the Department of their intentions prior to any scheduled work if chainsaws are intended to be used, even if the activity is to be carried out using a contractor or an organization with a certified, Department approved chainsaw operator. At the time of consultation with DOC, if the activity is approved, relevant SOP's will be provided. If the Department approves any chainsaw operations, the Group must provide Site Specific Health and Safety plans for the activity and maps of where the chainsaw work is to occur.

Tracks

- Any planning for track maintenance with hand tools requires consultation and approval from DOC.

Historic and Cultural Sites, Features or Taonga

- No work is to be carried out on identified archaeological sites (pa, midden, historic timber mill site) unless previously discussed with iwi and DOC and identified in agreed work plan.
- If archaeological, kōiwi tangata (human remains) or taonga are discovered, all activities in the vicinity (50m radius) are to cease immediately, and the area protected. DOC is to be notified without delay and as soon as practicable.
- Heritage New Zealand Pouhere Taonga is the leading bicultural government agency charged with identifying, preserving and promoting our unique heritage. Refer to [Home | Heritage New Zealand Pouhere Taonga](#) to learn more about heritage and archaeological sites.

Treaty Settlement

- Land parcels included in this Agreement are up until Treaty Settlement occurs OR until the Group is notified in writing of any other arrangements being made with DOC's Treaty Partners in preparation of Treaty Settlement.

APPENDICES

Appendix A: Relevant documentation for the Organization

Attachments

A	Health & Safety Plan	<u>docCM – 10215339</u>
B	OPP Pest Management Plan	<u>docCM – 10215343</u>
C	OPP Weed Management Plan	<u>docCM - 10215340</u>
D	OPP Pine Management Plan	<u>docCM – 10215350</u>
E	Accidental Discovery Protocol for Archaeological Sites	<u>docCM - 10215356</u>
F	Ngāti Hei Deed of Settlement Summary	<u>docCM - 10215355</u>

Appendix B: Map of Opera Point Historic Reserve



